

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

MONA GHOSH

No. 23 CR 140

Judge Franklin U. Valderrama

**PLEA AGREEMENT**

1. This Plea Agreement between the Acting United States Attorney for the Northern District of Illinois, MORRIS PASQUAL, and defendant MONA GHOSH, and her attorney, CHRISTOPHER T. GROHMAN, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

**Charges in This Case**

2. The indictment in this case charges defendant with thirteen counts of health care fraud, in violation of Title 18, United States Code, Section 1347.

3. Defendant has read the charges against her contained in the indictment, and those charges have been fully explained to her by her attorney.

4. Defendant fully understands the nature and elements of the crimes with which she has been charged.

**Charges to Which Defendant Is Pleading Guilty**

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following counts of the indictment: Counts Four and Eleven, which

charge defendant with health care fraud, in violation of Title 18, United States Code, Section 1347.

### **Factual Basis**

6. Defendant will plead guilty because she is in fact guilty of the charges contained in Counts Four and Eleven of the indictment. In pleading guilty, defendant admits the following facts and that those facts establish her guilt beyond a reasonable doubt and constitute relevant conduct pursuant to Guideline § 1B1.3:

Beginning in or around February 2018, and continuing through in or around April 2022, at Hoffman Estates, in the Northern District of Illinois, Eastern Division, and elsewhere, defendant MONA GHOSH participated in a scheme to defraud a health care benefit program, namely Blue Cross and Blue Shield of Illinois (“BCBSIL”), TRICARE, Medicaid, and others, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of a health care benefit program, in connection with the delivery of and payment for health care benefits and services.

Specifically, GHOSH was a physician licensed to practice medicine in Illinois. GHOSH owned and operated Progressive Women’s Healthcare, S.C., a medical office located in Hoffman Estates, Illinois (“Progressive”). GHOSH provided health care services to patients, including obstetrics and gynecology services, at Progressive.

GHOSH and Progressive were enrolled as providers with various health care benefit programs within the meaning of Title 18, United States Code, Section 24(b) ,

including BCBSIL, TRICARE, Medicaid, Optum, Anthem, Cigna, Aetna, Medicare, Humana, Blue Cross and Blue Shield of South Carolina, and others (the “Programs”). GHOSH submitted and caused her employees to submit fraudulent claims for procedures and services purportedly provided by GHOSH and Progressive to these Programs, and, as a result, fraudulently obtained reimbursement money from each of these Programs.

The Programs used the American Medical Association’s Physicians Current Procedural Terminology (CPT) procedure and service codes, as well as diagnosis codes, such as International Classification of Diseases, Tenth Revision (ICD-10) codes, to determine whether the claimed service was covered by the plan and what, if any, amount to pay to the provider as reimbursement for the purported service. The Programs paid for services that were covered by a patient’s insurance policy and for which a representation had been made that the services were actually provided to the patient and were medically necessary.

In furtherance of the scheme, GHOSH knowingly submitted or caused to be submitted fraudulent claims to the Programs. The claims fraudulently sought reimbursement for services that were not provided and for services that were not medically necessary. This included claims for purported telemedicine visits when GHOSH did not actually speak with the patient and instead left a voicemail, or only spoke to the patient for a short period of time; claims for office visits and procedures

when GHOSH did not see the patient; claims for procedures predicated on false diagnoses; and claims for medically unnecessary procedures and tests.

GHOSH also fraudulently overstated the length and complexity of in-office and telemedicine visits and submitted claims using CPT codes for which the visits did not qualify in order get higher reimbursement rates from Programs.

#### *Office Visits When GHOSH Was Out of State*

GHOSH submitted fraudulent claims to Programs for purported in office visits on dates when GHOSH was not in Illinois and had not seen the patients. For example, on January 4, 2020, GHOSH submitted a fraudulent claim to Medicaid for health care services purportedly provided by GHOSH to patient A.G. on December 28, 2019, when GHOSH had not provided the services and was not in Illinois on that date.

From 2013 through April 2022, GHOSH was reimbursed by Programs at least approximately \$7,888 for fraudulent claims in which she claimed to have provided services on a date when she was actually on vacation outside the state of Illinois and did not see the patient.

#### *Telemedicine*

GHOSH submitted fraudulent claims to Programs for purported telemedicine visits with patients that were not provided as billed. The claims were fraudulent in the following ways: (1) GHOSH had not called the patient at all; or (2) GHOSH had made an unscheduled call to the patient and left the patient a 15- to 60-second

voicemail message. To support the fraudulent billing for telemedicine, GHOSH repeatedly called patients, sometimes weekly, and sometimes after the patient explicitly told her to stop calling. GHOSH acknowledges that she knew she could not bill Programs for a telemedicine visit when she had only left a voicemail message.

For example, on or about the following dates, GHOSH submitted claims to the following Programs for telemedicine visits, billed using CPT code 99213, with modifier 95, purportedly provided to the following patients on the following dates of service, that were not actually provided as billed. Instead, GHOSH left a voicemail for the patients, each lasting less than 60 seconds:

Claim Date	Program	Patient	Date of Service
May 27, 2021	BCBSIL	K.R.	May 14, 2021
October 8, 2021	TRICARE	M.E.	October 6, 2021
December 10, 2021	TRICARE	M.E.	December 7, 2021
December 17, 2021	TRICARE	M.E.	December 14, 2021
December 31, 2021	TRICARE	M.E.	December 22, 2021
May 21, 2021	BCBSIL	J.S.	May 10, 2021
June 3, 2021	BCBSIL	J.S.	May 24, 2021

More specifically, on December 14, 2021, GHOSH called patient M.E. and left a 28-second voicemail. For this voicemail, as charged in Count Four, on December 17, 2021, in the Northern District of Illinois, Eastern Division, GHOSH knowingly and willfully executed and attempted to execute the scheme by submitting and causing to be submitted a claim to TRICARE for purportedly providing a telemedicine visit to M.E. of at least 20 minutes in duration on December 14, 2021, using CPT code 99213, with modifier 95, knowing that she had not provided such service.

It is the government's position that, between March 2020 and April 2022, GHOSH fraudulently billed Programs approximately \$1,754,150 for over 15,000 purported telemedicine visits that she did not provide to patients as billed and, as a result, was reimbursed approximately \$793,716.

*Unnecessary Medical Procedures and Tests*

GHOSH knowingly submitted fraudulent claims to Programs for medically unnecessary procedures and tests, including but not limited to endometrial biopsies, ultrasounds, urinalysis, cervical swabs, vaccinations, laboratory blood tests, and sexually transmitted disease (STD) testing. At times, GHOSH did not obtain patients' consent for these procedures and tests. GHOSH had healthy patients repeatedly undergo unnecessary ultrasounds, urinalysis, cervical swabs, and bloodwork, usually every one to two weeks, but sometimes multiple times per week. GHOSH also ordered repeated STD testing, sometimes as frequently as every two weeks, for patients who were not sexually active or who were married and monogamous. GHOSH administered vaccinations, including the hepatitis vaccine, which is only needed once, multiple times to patients, with successive administrations often occurring after the patient's insurance changed.

To fraudulently substantiate claims for such procedures and tests, GHOSH submitted or caused to be submitted false diagnosis codes in the claims, thereby misrepresenting to Programs the existence of purported symptoms and diagnoses that GHOSH knew the patients did not actually have, and she created false patient

notes. Often, these false diagnoses and false patient notes included purported complaints of pelvic pain, irregular periods, and/or heavy bleeding with periods.

For example, and as charged in Count Eleven, on August 26, 2021, in the Northern District of Illinois, Eastern Division, GHOSH knowingly and willfully executed and attempted to execute the scheme by submitting and causing to be submitted a claim to TRICARE for laboratory testing provided to patient M.E. on August 24, 2021, that was not medically necessary. Specifically, GHOSH acknowledges that patient M.E. never requested STD testing, was married and monogamous, and was not sexually active due to a chronic non-gynecological medical issue. GHOSH nevertheless billed TRICARE approximately \$36,755 for approximately 93 unique dates of STD testing on patient M.E. between June 2016 and April 2022, and TRICARE paid her approximately \$12,372 in reimbursements. To substantiate the need for these services, GHOSH created multiple patient notes that falsely stated that M.E. had a viral STD, wanted STD testing, insisted on repeated bloodwork, and had unprotected sex, among other false statements.

It is the government's position that between February 2018 and April 2022, GHOSH was reimbursed by Programs at least approximately \$1,677,346 for fraudulent claims for unnecessary medical procedures and tests, and GHOSH further billed Programs for unnecessary medical procedures and tests prior to February 2018—beginning no later than 2013.

Overall, it is the government's position that GHOSH received and is accountable for at least approximately \$2,478,950 in reimbursements from Programs that she fraudulently obtained as a result of the scheme. It is also the government's position that the loss amount of \$2,478,950 does not reflect the total amount of loss because it does not include any losses associated with pre-March 2018 fraudulent billing for unnecessary medical procedures and tests. GHOSH reserves the right to argue that this amount is overstated at the time of sentencing but acknowledges and admits that she received and is accountable for over \$1,500,000 of such fraudulently obtained reimbursements.

#### **Maximum Statutory Penalties**

7. Defendant understands that the charges to which she is pleading guilty carry the following statutory penalties:

a. Count Four carries a maximum sentence of 10 years' imprisonment. Count Four also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that with respect to Count Four the judge also may impose a term of supervised release of not more than three years.

b. Count Eleven carries a maximum sentence of 10 years' imprisonment. Count Eleven also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant



further understands that with respect to Count Eleven the judge also may impose a term of supervised release of not more than three years.

c. Defendant further understands that the Court must order restitution to the victims of the offense in an amount determined by the Court. The Court also may order restitution to any persons as agreed by the parties.

d. Pursuant to Title 18, United States Code, Section 3013, defendant will be assessed \$100 on each count to which she has pled guilty, in addition to any other penalty or restitution imposed.

e. Therefore, under the counts to which defendant is pleading guilty, the total maximum sentence is 20 years' imprisonment. In addition, defendant is subject to a total maximum fine of \$500,000, or twice the gross gain or gross loss resulting from the offenses of conviction, whichever is greater, a period of supervised release, and special assessments totaling \$200, in addition to any restitution ordered by the Court.

### **Sentencing Guidelines Calculations**

8. Defendant understands that, in determining a sentence, the Court is obligated to calculate the applicable Sentencing Guidelines range, and to consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), which include: (i) the nature and circumstances of the offense and the history and characteristics of the defendant; (ii) the need for the sentence imposed to reflect the seriousness of the offense, promote

respect for the law, provide just punishment for the offense, afford adequate deterrence to criminal conduct, protect the public from further crimes of the defendant, and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner; (iii) the kinds of sentences available; (iv) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and (v) the need to provide restitution to any victim of the offense.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points, except as specified below:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the 2023 Guidelines Manual.

b. **Offense Level Calculations.**

i. The base offense level is 6, pursuant to Guideline § 2B1.1(a)(2).

ii. It is the government's position that, pursuant to Guideline § 2B1.1(b)(1)(J), the offense level is increased by 18 because the loss exceeded \$3,500,000 but did not exceed \$9,500,000. Defendant reserves the right to take the position that, pursuant to Guideline § 2B1.1(b)(1)(I), the offense level is increased by 16 because the loss exceeded \$1,500,000 but did not exceed \$3,500,000.

iii. Pursuant to Guideline § 2B1.1(b)(2)(A), the offense level is increased by 2 because it involved 10 or more victims.

iv. Pursuant to Guideline § 2B1.1(b)(7), the offense level is increased by 2 because the defendant was convicted of a Federal health care offense involving a Government health care program, namely Medicaid, and the loss under subsection (b)(1) to Medicaid was more than \$1,000,000.

v. It is the government's position that, pursuant to Guideline § 2B1.1(b)(16), the offense level is increased by 2 because the offense involved the conscious or reckless risk of serious bodily injury. Defendant reserves the right to contest this enhancement.

vi. Pursuant to Guideline § 3B1.3, the offense level is increased by 2 because the defendant abused a position of public or private trust, or used a special skill, in a manner that significantly facilitated the commission or concealment of the offense.

vii. If the Court determines at the time of sentencing that defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for her criminal conduct within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to her ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level will be appropriate. The government reserves the right to take

whatever position it deems appropriate at the time of sentencing with respect to whether defendant has accepted responsibility within the meaning of Guideline § 3E1.1(a).

viii. If the Court determines that defendant has fully accepted responsibility within the meaning of Guideline § 3E1.1(a), and that the offense level is 16 or higher prior to the application of any reduction for acceptance of responsibility pursuant to § 3E1.1(a), the government will move for an additional one-level reduction in the offense level pursuant to Guideline § 3E1.1(b) because defendant has timely notified the government of her intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently.

ix. It is the government's position that, pursuant to Guideline § 4C1.1(a)(4), defendant is ineligible for a zero-point offender adjustment because the offense resulted in serious bodily injury. Defendant reserves the right to take the position that, pursuant to Guideline § 4C1.1, the offense level is decreased by 2 levels because defendant meets all of the criteria for the zero-point offender adjustment.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

**d. Anticipated Advisory Sentencing Guidelines Range.**

Therefore, based on the facts now known to the government, if defendant receives a three-level reduction for acceptance of responsibility, it is the government's position that the anticipated offense level will be 29 which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 87 to 108 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose. If defendant does not receive a three-level reduction for acceptance of responsibility, it is the government's position that the anticipated offense level will be 32, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 121 to 151 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose. It is the defendant's position that the anticipated offense level will be 23 which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 46 to 57 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose.

e. Defendant and her attorney and the government acknowledge that the above guidelines calculations are preliminary in nature and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case.

Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw her plea on the basis of the Court's rejection of these calculations.

10. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw her plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

#### **Agreements Relating to Sentencing**

11. Each party is free to recommend whatever sentence it deems appropriate.

12. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does

not accept the sentencing recommendation of the parties, defendant will have no right to withdraw her guilty plea.

13. Regarding restitution, it is the government's position that the total amount of restitution owed to victims is \$2,478,950, minus any credit for funds repaid prior to sentencing, and that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant to make full restitution in the amount outstanding at the time of sentencing. It is the defendant's position that the total amount of restitution owed to victims is at least \$1,500,000, and defendant reserves the right to present a more specific restitution amount at sentencing. Defendant also agrees to pay additional restitution, arising from any relevant conduct found by the Court at sentencing, in an amount to be determined by the Court at sentencing, pursuant to Title 18, United States Code, Sections 3663(a)(3) and 3664.

14. Restitution shall be due immediately and paid pursuant to a schedule to be set by the Court at sentencing. At defendant's sentencing, defendant agrees to the immediate use of the entirety of the money used secure bond in this case to pay a portion of the restitution ordered and agrees to facilitate that payment. Defendant acknowledges that pursuant to Title 18, United States Code, Section 3664(k), she is required to notify the Court and the United States Attorney's Office of any material change in economic circumstances that might affect her ability to pay restitution.

15. Defendant agrees to pay the special assessment of \$200 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

16. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), and Title 31, United States Code, Sections 3711, 3716, and 3728, notwithstanding any payment schedule set by the Court.

17. After sentence has been imposed on the counts to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the indictment, as well as the forfeiture allegation as to defendant.

### **Acknowledgments and Waivers Regarding Plea of Guilty**

#### **Nature of Agreement**

18. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 23 CR 140.

19. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other



federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

### **Waiver of Rights**

20. Defendant understands that, by pleading guilty, she surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against her, and if she does, she would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and her attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict her unless, after hearing all the evidence, it was persuaded of her guilt beyond a

reasonable doubt and that it was to consider each count of the indictment separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and her attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in her own behalf. If the witnesses for defendant would not appear voluntarily, she could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that she could decline to testify, and no inference of guilt could be drawn from her refusal to testify. If defendant desired to do so, she could testify in her own behalf.

b. **Appellate rights.** Defendant further understands she is waiving all appellate issues that might have been available if she had exercised her right to

trial, and may only appeal the validity of this plea of guilty and the sentence imposed. Defendant understands that any appeal must be filed within 14 calendar days of the entry of the judgment of conviction.

21. Defendant understands that, by pleading guilty, she is waiving all the rights set forth in the prior paragraphs, with the exception of the appellate rights specifically preserved above. Defendant's attorney has explained those rights to her, and the consequences of her waiver of those rights.

**Presentence Investigation Report/Post-Sentence Supervision**

22. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against her, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

23. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of her financial circumstances, including her recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility

pursuant to Guideline § 3E1.1 and enhancement of her sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

24. For the purpose of monitoring defendant's compliance with her obligations to pay a fine and restitution during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

#### **Other Terms**

25. Defendant agrees to cooperate with the United States Attorney's Office in collecting any ordered fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

26. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

### **Conclusion**

27. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

28. Defendant understands that her compliance with each part of this Agreement extends throughout the period of her sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event she violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

29. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

30. Defendant and her attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

31. Defendant acknowledges that she has read this Agreement and carefully reviewed each provision with her attorney. Defendant further acknowledges that she understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: \_\_\_\_\_

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MORRIS PASQUAL  
Acting United States Attorney

\_\_\_\_\_  
MONA GHOSH  
Defendant

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MISTY N. WRIGHT  
Assistant U.S. Attorney

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CHRISTOPHER T. GROHMAN  
Attorney for Defendant