

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX: Click or tap here to enter text.

THE PEOPLE OF THE STATE OF NEW YORK

-against-

JOSE ORTIZ,

Defendant.

PLEA AGREEMENT

DAT B25632007

1. This is the plea and cooperation agreement (the "Agreement") between the New York State Office of the Attorney General ("OAG") and JOSE ORTIZ ("Defendant").
2. This Agreement constitutes the entire agreement between Defendant and OAG. This Agreement supersedes any prior promises, agreements, or conditions between the parties. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties. This Agreement will become effective immediately when signed by all the parties listed below.
3. Defendant acknowledges that he has had a full and sufficient opportunity to consult with GREGORY GALLO, Esq. ("Counsel") and is satisfied with Counsel's services.
4. Defendant acknowledges that the Medicaid Fraud Control Unit ("MFCU") of the OAG has exercised jurisdiction in this matter pursuant to Executive Law Section 63(3) upon request of the Commissioner of the New York State Department of Health. Defendant further acknowledges OAG's lawful authority and discretion to dismiss counts and charges contained within any accusatory instrument filed by OAG in any court of competent jurisdiction, including those filed further to this Agreement.

THE PLEA AND RELATED TERMS

5. Defendant acknowledges that he is currently charged by Felony Complaint with the crime of GRAND LARCENY IN THE FOURTH DEGREE, a class E felony. P.L. § 155.30(1) and OFFERING A FALSE INSTRUMENT FOR FILING IN THE SECOND DEGREE, a class A Misdemeanor, P.L. § 175.30(1).

6. Due in part to Defendant's current health condition, his cooperation with the OAG investigation, and willingness to plead guilty at an early stage in the proceedings, the OAG has offered Defendant the opportunity, and Defendant has agreed to plead guilty to the crime of OFFERING A FALSE INSTRUMENT FOR FILING IN THE SECOND DEGREE, a class "A" misdemeanor, in violation of § 175.30 of the Penal Law of the State of New York. As a result of this plea, Defendant will receive a Conditional Discharge and Defendant shall pay full restitution pursuant to a separate settlement agreement, as further described in paragraph 17 below.

However, if the Court, upon a review of the pre-sentence report determines that such sentence is inappropriate, Defendant will be permitted to withdraw Defendant's guilty plea. Should Defendant violate the law or fail to attend the Pre-Sentence Interview with the Department of Probation between now and sentencing or fail to appear in court for the scheduled sentencing proceeding, then the Court, irrespective of this Agreement, may sentence Defendant up to one year in jail. Additionally, if Defendant fails to pay full restitution pursuant to the settlement agreement described in paragraph 17, below, he agrees that his failure is a violation of this Agreement and that the Court will sentence Defendant to a jail alternative of one year in jail.

7. Defendant understands that the maximum permissible sentence for the crime of OFFERING A FALSE INSTRUMENT FOR FILING IN THE SECOND DEGREE is one year in prison.

8. By pleading guilty, Defendant understands that he is giving up the rights described below, which he has discussed with Counsel.

WAIVER OF RIGHT TO TRIAL BY JURY

9. Defendant acknowledges that by pleading guilty, he will waive the right to a trial by jury. By waiving that right, Defendant further acknowledges that he will be giving up the rights to: (i) be represented by counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate himself; (iv) call witnesses or testify on his own behalf; and (v) have OAG prove his guilt beyond a reasonable doubt to a jury of twelve people whose verdict must be unanimous to find him guilty.

10. Defendant understands that by pleading guilty: (i) his plea will operate just like a conviction of guilty after a jury trial; and (ii) if he has a defense to these charges, he is giving up his right to present that defense at trial.

WAIVER OF RIGHT TO APPEAL

11. Defendant shall waive all rights of appeal or review, except for those claims that cannot be waived as described in paragraph 12 below and shall sign a written waiver of his right to appeal. Defendant acknowledges that Counsel has advised him of his right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that he automatically forfeits by pleading guilty.

12. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy

trial; lack of competency to stand trial; and the court's failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving his right to appeal, he would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

IMMIGRATION CONSEQUENCES

13. Defendant acknowledges that he has consulted with Counsel about the immigration consequences of this guilty plea and has been advised that if he is not a United States citizen, Defendant's guilty plea may subject Defendant to immigration proceedings and removal or deportation from the United States. Defendant understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. Defendant wishes to plead guilty to the offense in paragraph five above, regardless of any immigration consequences of this plea, and even if the plea will cause his removal from the United States. Defendant understands that he is bound by this guilty plea regardless of any immigration consequences of the plea. Accordingly, Defendant waives any and all challenges to this guilty plea and sentence based on any immigration consequences. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any immigration consequences of Defendant's guilty plea.

EXCLUSION AS A PROVIDER FROM GOVERNMENT-FUNDED HEALTH PROGRAMS

14. Defendant understands that as a condition of his plea, he must agree to permanent exclusion from all government-funded health care programs, including, but not limited to, Medicaid and Medicare. As part of this Agreement, Defendant agrees that he will execute any documents required by the relevant State and/or Federal agencies to effectuate that exclusion.

Defendant understands that any action made by any federal or state agency regarding Defendant's ability to work for or to participate as a provider in any government-funded health care programs as a result of this plea will not be grounds for Defendant to withdraw this plea of guilty. Nothing herein shall preclude Defendant from receiving government-funded healthcare benefits.

WAIVER OF DISCOVERY

15. Defendant acknowledges that he has been advised by Counsel that he is entitled to all items and information that relate to the subject matter of his case that are in the possession, custody, or control of OAG, or of other agencies or other persons under OAG's direction or control, and that OAG did not condition this plea offer on his waiver of discovery.

16. Pursuant to CPL Article 245, OAG provided initial discovery to Defendant on or about December 12, 2024. Defendant waives his right to any and all discovery not previously disclosed by OAG.

RESTITUTION AND WAIVER OF RESTITUTION HEARING

17. Defendant will waive his right to a restitution hearing under Penal Law § 60.27 and shall be jointly and severally liable, with co-defendant American Base No. 1 Inc. to pay restitution in the amount of at least approximately Four Million Seven Hundred and Seventy Five Thousand Eight Hundred and Sixty Nine Dollars and Sixty One Cents (\$4,775,869.61) (the "Restitution Amount") pursuant to the terms and conditions set forth in a separate settlement agreement that Defendant shall execute contemporaneously with this Agreement. Failure to execute the settlement agreement and pay the above-referenced restitution amount pursuant to the terms of said settlement agreement within twelve (12) months of the Guilty Pleas shall constitute a violation of this Agreement and result in the Court imposing the jail alternative specified in paragraph 6 above. Defendant acknowledges that, once executed, the settlement

agreement will be severable from this Agreement and that the settlement agreement, including any payment term(s), shall remain effective notwithstanding any appeal, collateral attack, or any challenge to any criminal conviction, plea or sentencing of Defendant, including but not limited to the reversal, modification, or dismissal of all or any portion of such conviction and sentence, or the conviction, plea, or sentencing of any other person mentioned in the Agreement.

Defendant Agrees to Surrender to MFCU as Restitution All Monies on Withhold

18. Defendant consents to the transfer and payment to MFCU of all monies currently held on withhold by the New York State Department of Health (“DOH”) in partial satisfaction of the Restitution Amount. The withhold amount, as of May 10, 2025, totaled four million seventy-six thousand two hundred eighty-nine dollars and 31 cents (\$4,076,289.31) (the “Withhold Amount”). Defendant further waives any and all right, title, or interest that Defendant or Co-Defendant American Base No. 1 Inc. have to the Withhold Amount;

19. MFCU will request that DOH transfer the entire Withhold Amount to MFCU as soon as practicable pursuant to this Agreement, and Defendant or Co-Defendant American Base No. 1 Inc. agree to cooperate with MFCU, DOH, Office of the Medicaid Inspector General (“OMIG”) and other representatives of the State effectuating the transfer of the Withhold Amount to MFCU, including but not limited to, executing any documents necessary to effectuate the transfer;

20. All withhold funds transferred and paid to MFCU shall be applied and credited toward Defendant’s payment of restitution.

FUTURE CONVICTIONS

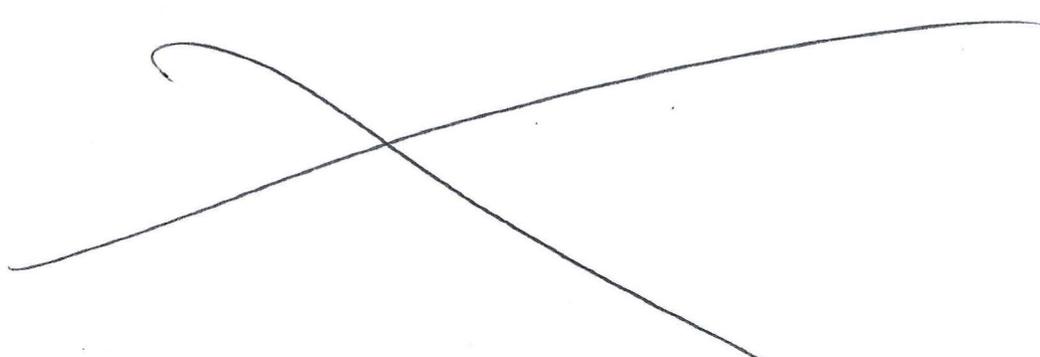
21. Defendant acknowledges that if he is ever convicted of another crime, the conviction from this plea may be used against him to impose additional or different punishment for a new crime.

ALLOCUTION

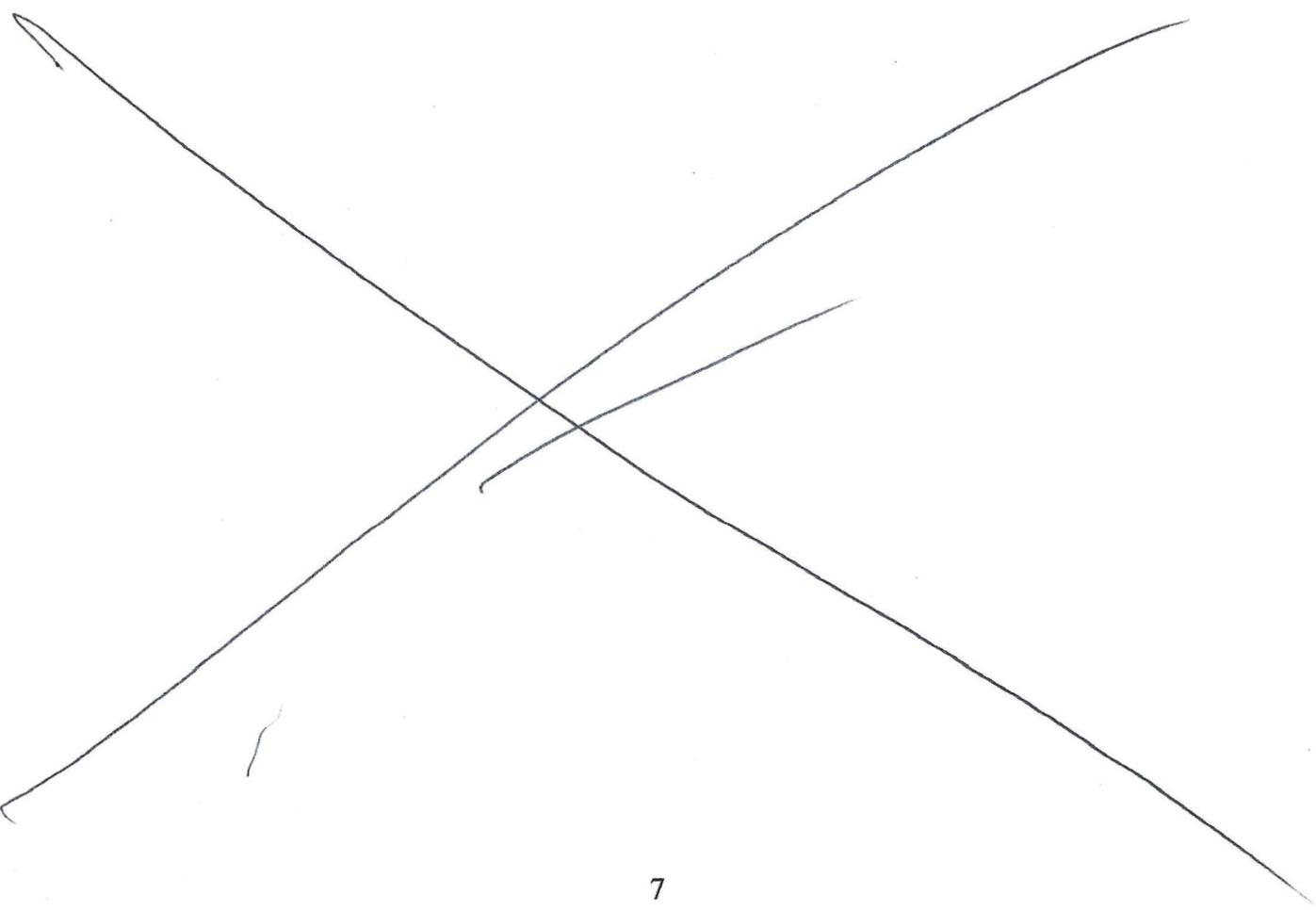
22. Upon Defendant's guilty plea, Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

AGREEMENT NOT BINDING ON OTHER AGENCIES

23. This Agreement is limited to OAG and cannot bind other government agencies.



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VOLUNTARINESS

24. Defendant understands his rights and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily, knowingly, and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these proceedings or from entering this plea knowingly, intelligently, and voluntarily. Defendant's mind is clear and judgment is sound.

Dated: Bronx, New York
June 19, 2025

LETITIA JAMES
Attorney General of the State of New York

By: Twan Bonds

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I have read the entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it knowingly and voluntarily, and have signed it in the presence of Counsel.

JOSE ORTIZ
Defendant

6-17-2025
Date

GREGORY GALLO, Esq.
Attorney for Defendant

6-18-2025
Date