

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
SPRINGFIELD DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	11-3329
)	
GAUTAM GUPTA, JAANA MONIKA))	
VIRTA-GUPTA, and GAUTAM))	
GUPTA, M.D., LLC, d/b/a THE))	
NUTRITION CLINIC,)	
)	
Defendants.)	

OPINION

Plaintiff United States of America, by its attorney, James A. Lewis, United States Attorney, Defendant Jaana Monika Virta-Gupta (“Virta-Gupta”), by her attorney R.C. Pottinger, and Defendant The Nutrition Clinic, by its attorney John Gilbert, agree and stipulate as follows for a Stipulated Preliminary Injunction:

1. The parties have reached an agreement regarding a 30-day extension of the terms set forth in the Temporary Restraining Order (d/e 7), except as modified below.

2. The parties agree that an injunction pursuant to 18 U.S.C. § 1345 should be issued.

3. This preliminary injunction issued pursuant to 18 U.S.C. § 1345 should be in effect through and including October 13, 2011.

4. Except as expressly provided below, the parties agree to a Stipulated Preliminary Injunction that enjoins and prohibits Defendants Gautam Gupta (Gupta), The Nutrition Clinic, Virta-Gupta and their agents, employees, attorneys, and all persons in active concert or participating with them, including all banking and other financial institutions at which they do business, business partners, and all other corporations over which the Defendants Gupta, The Nutrition Clinic, and Virta-Gupta exercise control or have an ownership interest:

(1) from alienating, withdrawing, transferring, removing, dissipating, or otherwise disposing of, in any manner, any moneys or sums presently deposited, or held on behalf of Defendants Gupta, The Nutrition Clinic, or Virta-Gupta by any financial institution, trust fund, or other financial agency, public or private, that are

proceeds from the \$2.3 million in fraudulent claims made by Defendants Gupta, The Nutrition Clinic, or Virta-Gupta, or any moneys of an equivalent value to those taken through false, fictitious, or fraudulent claims;

(2) from alienating, withdrawing, transferring, removing, dissipating, or otherwise disposing of, in any manner, assets, real or personal, whose value is up to \$2.3 million;

(3) from interfering with, transferring or disposing of any assets up to \$2.3 million in value owned by Gupta, The Nutrition Clinic, Gautam Gupta, LLC, and all other companies, businesses accounts and assets in any way related to Gupta.

5. The parties further agree that Defendants Gupta, The Nutrition Clinic, Virta-Gupta, their agents, employees, attorneys, and all persons acting in concert and participation with them, including all banking and other financial institutions at which they do business, business partners, and all other corporations over which Defendants

Gupta, The Nutrition Clinic, or Virta-Gupta exercise control or have an ownership interest must:

(A) Preserve all business, financial and accounting records, including bank records, which detail Defendants Gupta's, The Nutrition Clinic's, or Virta-Gupta's business operations and disposition of any payment which directly or indirectly arose from the payment of money to the aforementioned Defendants on behalf of any healthcare benefit program;

(B) Preserve all medical records, including patient records, which relate to Defendants Gupta's, The Nutrition Clinic's, or Virta-Gupta's business operation and/or to services for which claims were submitted to the federal healthcare benefit programs;

(C) Provide, to the extent not already provided, to Plaintiff United States of America the following:

(i) a list of all post office boxes or other locations at which mail addressed to Defendant Gupta, The Nutrition Clinic, or Virta-Gupta is received;

(ii) a list of all financial institutions, including but not limited to banks and brokerage houses, at which are or have been maintained in the past four years savings, checking, or any other kind of account or other safe deposit box into which money has been deposited in Defendant Gupta's, The Nutrition Clinic's, or Virta-Gupta's names or in the names of their agents, employees, officers, persons acting in concert with them, or any business names under which they operate, together with the number or other designation of each such account or box;

(iii) a list of all financial institutions, including but not limited to, banks and brokerage houses, at which are maintained, or have been in the past four years, savings, checking, or any other kind of account or other safe deposit box into which monies received in response to any of the activities described in Plaintiff United States of America's

Complaint have been deposited, together with the number of such box or other designation of each such account or box; and

(iv) the names, addresses, and telephone numbers of any individuals who have received remuneration of any kind for assisting in record-keeping, bookkeeping, accounting, brokering, or financial, investment, or tax advice or consultation for Defendant Gupta, The Nutrition Clinic, or Virta-Gupta in the past four years.

(D) Provide an accounting of the assets in which Defendants Gupta, The Nutrition Clinic, or Virta-Gupta hold a legal or equitable interest, by no later than September 16, 2011, and to provide on a monthly basis, commencing forthwith, suitable reports detailing their financial condition; and

(E) Complete within ten (ten) calendar days of receipt a Financial Disclosure Statement form provided to Defendants Gupta, The Nutrition Clinic, and Virta-Gupta by Plaintiff United States of America.

6. The personal checking account in the name of Jaana Monika Virta-Gupta located at Associated Bank, Account Number 2261348169, shall be released from the Temporary Restraining Order and the Stipulated Injunction, subject to the following:

- a. Defendant Virta-Gupta shall use the account and its balance only for reasonable living expenses during the pendency of this Stipulated Preliminary Injunction, not to exceed \$4,000.
- b. Defendant Virta-Gupta otherwise agrees to refrain from alienating, withdrawing, transferring, removing, dissipating, or otherwise disposing of, in any manner, any moneys or sums presently deposited or held in Associated Bank, Account Number 2261348169.
- c. Defendant Virta-Gupta shall provide copies of all periodic statements from Associated Bank regarding the account referenced above to the United States within five business days after receipt of such statements by the defendant. Virta-

Gupta also shall produce copies of all canceled checks upon the request of counsel for the United States.

7. The business checking account in the name of The Nutrition Clinic, LLC, located at Chase Bank, Account Number 896219771, shall be released from the Temporary Restraining Order and the Stipulated Preliminary Injunction, subject to the following:

- a. The funds shall be maintained in the account except to be used to pay all outstanding bills incurred as a result of The Nutrition Clinic's operations prior to July 15, 2011. The Nutrition Clinic will provide to the United States proof of outstanding obligations and the payment of these obligations by September 30, 2011.
- b. The account also shall be used to collect and deposit outstanding accounts receivable, to the extent any remain outstanding.
- c. Chase Bank may deduct any reasonable, usual and customary charges associated with the transfers of funds and the issuance

of certified checks necessary to carry out the permitted uses described in paragraphs 6(a)-(b). Chase Bank shall provide an accounting of such charges, if any, to Counsel for the United States and to John M. Gilbert, Esq.

8. The Nutrition Clinic shall provide copies of all periodic statements for all known bank accounts to the United States within five business days after receipt of such statements by Defendant The Nutrition Clinic. Defendant The Nutrition Clinic also shall produce copies of all canceled checks upon the request of counsel for the United States.

9. Defendants The Nutrition Clinic and Virta-Gupta agree to take all necessary steps during the pendency of this Stipulated Preliminary Injunction to facilitate the forfeiture of all property traceable to the fraud scheme charged against Gautam Gupta in United States v. Gautam Gupta, et al., No. 11 CR 30043, (C.D. Ill. (2011)) and all substitute assets of equivalent value.

10. In the event that circumstances change or additional information comes to light during the pendency of this Stipulated Preliminary Injunction, either party may petition the Court for a modification of it. Prior to seeking such a Court ordered modification, the parties shall attempt to resolve any such issues in good faith.

11. This Stipulated Injunction will expire at 4:00 p.m. on October 13, 2011. Individuals and/or entities to whom this Stipulated Injunction applies are enjoined from releasing any assets subject to this Stipulated Injunction pending further order of this Court or upon formal notification, in writing, by the Office of the United States Attorney. The Court, for good cause shown, may consider an extension or modification of this Preliminary Stipulated Injunction. A status hearing will be held at 4:00 p.m. on October 13, 2011.

IT IS SO ORDERED.

ENTERED: September 14, 2011.

FOR THE COURT BY:

s/ Sue E. Myerscough
SUE E. MYERSCOUGH
UNITED STATES DISTRICT COURT