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CLERK OF DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

September 2011 Grand Jury

CR 11 01075

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 ARMAN GRIGORYAN,
14 LIANNA OVSEPIAN,
15 aka "Lili,"
16 KENNETH WAYNE JOHNSON,
17 NURISTA GRIGORYAN,
18 aka "Nora,"

19 PHIC LIM,
20 aka "PK,"

21 ARTAK OVSEPIAN,
22 EDGAR HOVANNISYAN,
23 ARTUR HARUTYUNYAN,
24 SAMVEL TAMAZYAN,

25 MIKAYEL GHUKASYAN,
26 ARTYOM YEGHIAZARYAN,
27 THEANA KHOU,
28 NUNE OVSEPYAN,

LISA DANIELLE MENDEZ,
aka "Danielle,"

ANTHONY GLEN JONES,
DAVID SMITH,

aka "Green Eyes,"
VINCENT VO,

aka "Minh," and
RICHARD BOND WASHINGTON,

Defendants.

) CR No. 11-

) I N D I C T M E N T

) [18 U.S.C. § 1349: Conspiracy
) to Commit Health Care Fraud; 18
) U.S.C. § 1028(f): Conspiracy to
) Possess at Least Five
) Identification Documents and
) Authentication Features With
) Intent to Use Unlawfully;
) 18 U.S.C. § 1028(a)(3):
) Possession of at Least Five
) Identification Documents and
) Authentication Features With
) Intent to Use Unlawfully; 18
) U.S.C. § 1028A: Aggravated
) Identity Theft; 18 U.S.C.
) § 371: Conspiracy to Engage in
) the Misbranding of Prescription
) Drugs; 18 U.S.C. § 1956(h):
) Conspiracy to Engage in
) Transactions in Criminally
) Derived Proceeds; 18 U.S.C.
) § 1956: Money Laundering; 18
) U.S.C. § 1957: Engaging in
) Transactions in Criminally
) Derived Proceeds; 31 U.S.C.
) § 5324(a)(3): Structuring; 18
) U.S.C. § 1001(a)(2): False
) Statement to a Federal Officer;
) 18 U.S.C. § 2: Aiding and
) Abetting and Causing an Act to
) Be Done]

1 The Grand Jury charges:

2 GENERAL ALLEGATIONS

3 At all times relevant to this Indictment:

4 The Defendants and Manor Medical

5 1. Defendants ARMAN GRIGORYAN, LIANNA OVSEPIAN, also known
6 as ("aka") "Lili," NURISTA GRIGORYAN, aka "Nora," and ARTAK
7 OVSEPIAN operated a business known as Manor Medical Imaging, Inc.
8 ("Manor"), located in Glendale, California, within the Central
9 District of California.

10 2. Manor functioned as a "prescription mill" that
11 generated thousands of prescriptions for expensive anti-psychotic
12 medications ("Psych Meds"), namely, Abilify, Seroquel, and
13 Zyprexa, which Manor's "patients" did not in fact need. Those
14 prescriptions (the "Manor Prescriptions") were made to appear to
15 be signed and issued by defendant KENNETH WAYNE JOHNSON
16 ("JOHNSON"), a medical doctor, when in fact defendant JOHNSON did
17 not issue or lawfully authorize the Manor Prescriptions, nor did
18 defendant JOHNSON examine Manor's "patients." Instead, defendant
19 JOHNSON allowed other Manor employees, primarily defendant
20 NURISTA GRIGORYAN, to falsely pose as physicians and physician's
21 assistants and to issue the Manor Prescriptions using defendant
22 JOHNSON's name and Medi-Cal and Medicare billing information.

23 3. Patient recruiters, or "Cappers," would bring
24 beneficiaries of Medicare and/or Medi-Cal ("the beneficiaries")
25 to Manor. Cappers who recruited beneficiaries on behalf of Manor
26 included defendants LISA DANIELLE MENDEZ, aka "Danielle"
27 ("MENDEZ"), ANTHONY GLEN JONES ("JONES"), DAVID SMITH, aka "Green
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1 Eyes" ("SMITH"), VINCENT VO, aka "Minh" ("VO"), and RICHARD BOND
2 WASHINGTON ("WASHINGTON").

3 4. Upon arriving at Manor, each of the beneficiaries, in
4 exchange for cash or other inducements, would receive Manor
5 Prescriptions for one Psych Med and at least one other drug.
6 After the Manor Prescriptions were provided to the beneficiaries,
7 "Drivers" employed by Manor would take the recruited
8 beneficiaries to pharmacies, where, under the supervision of the
9 Drivers, the beneficiaries filled their Manor Prescriptions. The
10 Drivers used by Manor included defendants ARTAK OVSEPIAN, who
11 served as manager of Manor's Drivers, ARMAN GRIGORYAN, EDGAR
12 HOVANNISYAN ("HOVANNISYAN"), ARTUR HARUTYUNYAN ("HARUTYUNYAN"),
13 MIKAYEL GHUKASYAN ("GHUKASYAN"), ARTYOM YEGHIAZARYAN
14 ("YEGHIAZARYAN"), and SAMVEL TAMAZYAN ("TAMAZYAN"), who was aided
15 and abetted by defendant NUNE OVSEPIAN.

16 5. After the Manor Prescriptions were filled, the Drivers
17 would take the Psych Meds from the beneficiaries and deliver
18 those medications to Manor.

19 6. Manor also generated Psych Med prescriptions, which
20 also were falsely made to appear to be written by defendant
21 JOHNSON, in the names of beneficiaries who never visited Manor
22 and whose identities were stolen. In these instances, using
23 falsified patient authorization forms, Manor employees would
24 either fax prescriptions to pharmacies or have the Drivers bring
25 prescriptions to pharmacies. The Drivers would then fill the
26 prescriptions, which included Psych Meds, and the Drivers would
27 then deliver the Psych Meds to Manor.

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1 7. The following pharmacies, among others, filled Manor
2 Prescriptions: Huntington Pharmacy ("Huntington"), owned by
3 defendants PHIC LIM, aka "PK" ("LIM") and THEANA KHOU ("KHOU");
4 Pacific Grand Pharmacy ("Pacific Grand"); Adams Square Pharmacy
5 ("Adams Square"); West Vern Pharmacy ("West Vern"); Garos
6 Pharmacy ("Garos"); Midway Drugs Pharmacy ("Midway Drugs"); and
7 Merced Medical Pharmacy ("Merced Medical") (collectively, "the
8 Pharmacies").

9 8. As the defendants knew, the Pharmacies would bill
10 Medicare (via the beneficiaries' prescription drug plans
11 ("PDPs")) or Medi-Cal for each of the Manor Prescriptions.
12 Between in or about September 2009 and in or about October 2011,
13 the Pharmacies submitted no less than approximately \$18,045,398
14 in claims to Medicare or Medi-Cal for at least 21,075 Manor
15 Prescriptions. Medicare and Medi-Cal actually paid the
16 Pharmacies a combined amount of approximately \$7,291,419 for
17 14,705 of those claims, with Huntington alone receiving
18 approximately \$2,220,016 of those payments.

19 9. Defendants LIM and KHOU maintained control over the
20 following financial accounts, into which they deposited and
21 through which they laundered proceeds derived from their
22 involvement in filling Manor Prescriptions: an East West bank
23 account ending in the numbers 7236 ("the East West Account");
24 Chase Bank accounts ending in the numbers 0725 ("Chase Account
25 1") and 8303 ("Chase Account 2"); a HSBC account ending in the
26 numbers 0993 ("HSBC Account 1"), each held in the name "P.S.
27 Enterprise Inc. d/b/a Huntington Pharmacy"; a Chase Bank Account
28 ending in numbers 2674 ("Chase Account 3"); and a TD Ameritrade

1 account ending in the numbers 9811 (the "TD Ameritrade Account"),
2 each held in the name "Phic K Lim & Theana S Khou Family Trust."

3 The Medicare Program

4 10. Medicare was a federal health care benefit program,
5 affecting commerce, that provided benefits to persons who were
6 over the age of 65 or disabled. Medicare was administered by the
7 Centers for Medicare and Medicaid Services ("CMS"), a federal
8 agency under the United States Department of Health and Human
9 Services ("HHS").

10 Medicare Part B

11 11. Medicare Part B covered, among other things, medically
12 necessary physician services and medically necessary outpatient
13 tests ordered by a physician.

14 12. Health care providers, including physicians and
15 clinics, could receive direct reimbursement from Medicare by
16 applying to Medicare and receiving a Medicare provider number.
17 To obtain payment for Part B services, an enrolled physician or
18 clinic, using its Medicare provider number, would submit claims
19 to Medicare, certifying that the information on the claim form
20 was truthful and accurate and that the services provided were
21 reasonable and necessary to the health of the Medicare
22 beneficiary.

23 Medicare Part D

24 13. Medicare Part D provided coverage for outpatient
25 prescription drugs through qualified private insurance plans
26 that receive reimbursement from Medicare. Beneficiaries enrolled
27 under Medicare Part B could obtain Part D benefits by enrolling
28 with any one of many qualified PDPs.

1 14. To obtain payment for prescription drugs provided to
2 such Medicare beneficiaries, pharmacies would submit their claims
3 for payment to the beneficiary's PDP. The beneficiary would be
4 responsible for any deductible or co-payment required under his
5 or her PDP.

6 15. Medicare PDPs commonly provided plan participants with
7 identification cards for use in obtaining prescription drugs.

8 The Medi-Cal Program

9 16. Medi-Cal was a health care benefit program, affecting
10 commerce, that provided reimbursement for medically necessary
11 health care services to indigent persons in California. Funding
12 for Medi-Cal was shared between the federal government and the
13 State of California.

14 17. The California Department of Health Care Services
15 ("DHCS") administered the Medi-Cal program. DHCS authorized
16 provider participation, determined beneficiary eligibility,
17 issued Medi-Cal cards to beneficiaries, and promulgated
18 regulations for the administration of the program.

19 18. Medi-Cal reimbursed physicians and other health care
20 providers for medically necessary treatment and services rendered
21 to Medi-Cal beneficiaries.

22 19. Health care providers, including doctors and
23 pharmacies, could receive direct reimbursement from Medi-Cal by
24 applying to Medi-Cal and receiving a Medi-Cal provider number.

25 20. To obtain payment for services, an enrolled provider,
26 using its unique provider number, would submit claims to Medi-Cal
27 certifying that the information on the claim form was truthful

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1 and accurate and that the services provided were reasonable and
2 necessary to the health of the Medi-Cal beneficiary.

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COUNT ONE

[18 U.S.C. § 1349]

21. The Grand Jury hereby repeats, re-alleges, and incorporates by reference paragraphs 1 through 20 of this Indictment as if set forth herein.

A. OBJECT OF THE CONSPIRACY

22. Beginning on a date unknown, and continuing through on or about October 27, 2011, in Los Angeles County, within the Central District of California, and elsewhere, defendants ARMAN GRIGORYAN, LIANNA OVSEPIAN, JOHNSON, NURISTA GRIGORYAN, LIM, ARTAK OVSEPIAN, HOVANNISYAN, HARUTYUNYAN, TAMAZYAN, GHUKASYAN, YEGHIAZARYAN, KHOU, NUNE OVSEPYAN, MENDEZ, JONES, SMITH, VO, and WASHINGTON, together with others known and unknown to the Grand Jury, conspired and agreed with each other to knowingly and intentionally commit health care fraud, in violation of Title 18, United States Code, Section 1347.

B. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

23-30. The means by which the object of the conspiracy was to be accomplished included the following: the Grand Jury hereby repeats, re-alleges, and incorporates by reference paragraphs 1 through 8 of this Indictment as if fully set forth herein.

C. OVERT ACTS

31. In furtherance of the conspiracy and to accomplish its object, on or about the following dates, defendants ARMAN GRIGORYAN, LIANNA OVSEPIAN, JOHNSON, NURISTA GRIGORYAN, LIM, ARTAK OVSEPIAN, HOVANNISYAN, HARUTYUNYAN, TAMAZYAN, GHUKASYAN, YEGHIAZARYAN, KHOU, NUNE OVSEPYAN, MENDEZ, JONES, SMITH, VO, and

1 WASHINGTON, together with unnamed co-conspirators and others
2 known and unknown to the Grand Jury, committed and willfully
3 caused others to commit the following overt acts, among others,
4 within the Central District of California, and elsewhere:

5 DEFENDANT ARMAN GRIGORYAN

6 Overt Act No. 1: On August 12, 2010, defendant ARMAN
7 GRIGORYAN collected a bag of pharmaceuticals, including Psych
8 Meds, from defendant HARUTYUNYAN.

9 Overt Act No. 2: On April 15, 2010, defendant ARMAN
10 GRIGORYAN recruited beneficiaries to fill Manor Prescriptions and
11 drove recruited beneficiaries to Huntington to fill Manor
12 Prescriptions.

13 Overt Act No. 3: On May 29, 2010, defendant ARMAN
14 GRIGORYAN drove recruited beneficiaries to Huntington to fill
15 Manor Prescriptions.

16 DEFENDANT LIANNA OVSEPIAN

17 Overt Act No. 4: On September 29, 2010, defendant
18 LIANNA OVSEPIAN contacted and spoke with an auditor employed by
19 Medicare PDP Prescription Solutions Inc. ("PSI") regarding an
20 audit conducted by PSI of Manor Prescriptions filled by
21 Huntington.

22 Overt Act No. 5: On January 24, 2011, defendant LIANNA
23 OVSEPIAN contacted R.T., the owner of Sunny Bay Pharmacy, to
24 recruit R.T.'s assistance in filling Manor Prescriptions.

25 Overt Act No. 6: On February 8, 2011, defendant LIANNA
26 OVSEPIAN met with an undercover agent posing as an employee of
27 Sunny Bay Pharmacy to discuss recruiting Sunny Bay Pharmacy to
28 fill Manor Prescriptions.

1 Overt Act No. 7: On May 19, 2011, defendant LIANNA
2 OVSEPIAN held a meeting with defendants GHUKASYAN, HARUTYUNYAN,
3 and ARTAK OVSEPIAN at Manor.

4 Overt Act No. 8: On September 13, 2011, at Manor,
5 defendant LIANNA OVSEPIAN assisted defendants HARUTYUNYAN and
6 HOVANNISYAN in burning pharmacy bags and other materials.

7 DEFENDANT JOHNSON

8 Overt Act No. 9: On November 3, 2010, defendant
9 JOHNSON contacted and spoke with a PSI auditor regarding an audit
10 of Manor Prescriptions filled by Huntington.

11 Overt Act No. 10: On February 8, 2011, defendant
12 JOHNSON met with an undercover agent posing as an employee of
13 Sunny Bay Pharmacy to discuss recruiting Sunny Bay Pharmacy to
14 fill Manor Prescriptions.

15 DEFENDANT NURISTA GRIGORYAN

16 Overt Act No. 11: On October 25, 2011, defendant
17 NURISTA GRIGORYAN completed patient medical records while seated
18 in her car parked at Manor.

19 DEFENDANTS LIM and KHOU

20 Overt Act No. 12: On August 6, 2010, defendant KHOU
21 transferred \$165,000 in funds received by Huntington from
22 Medi-Cal for billings of Manor Prescriptions to the TD Ameritrade
23 Account.

24 Overt Act No. 13: On September 6, 2010, defendant LIM
25 transferred \$67,000 in funds received by Huntington from Medi-Cal
26 for billings of Manor Prescriptions to the TD Ameritrade Account.

27 Overt Act No. 14: In October 2010, defendant LIM
28 provided a PSI auditor with statements purportedly signed by 16

1 beneficiaries, which falsely asserted that the beneficiaries
2 retracted prior complaints to PSI that Manor Prescriptions were
3 being fraudulently filled using their Medicare benefits without
4 their knowledge or authorization.

5 Overt Act No. 15: On September 21, 2010, defendant LIM
6 spoke with an auditor from the California Department of Health
7 Care Services ("DHCS") regarding an audit conducted by DHCS of
8 Manor Prescriptions filled by Huntington.

9 DEFENDANT ARTAK OVSEPIAN

10 Overt Act No. 16: On September 20, 2010, defendant
11 ARTAK OVSEPIAN drove recruited beneficiaries to Pacific Grand to
12 fill Manor Prescriptions.

13 Overt Act No. 17: On September 21, 2010, defendant
14 ARTAK OVSEPIAN drove recruited beneficiaries to Pacific Grand to
15 fill Manor Prescriptions.

16 Overt Act No. 18: On January 24, 2011, defendant ARTAK
17 OVSEPIAN traveled with defendant LIANNA OVSEPIAN to Sunny Bay
18 Pharmacy to contact R.T. and recruit R.T.'s assistance in filling
19 Manor Prescriptions.

20 Overt Act No. 19: On January 25, 2011, defendant ARTAK
21 OVSEPIAN drove a recruited beneficiary to Sunny Bay Pharmacy to
22 fill Manor Prescriptions.

23 Overt Act No. 20: On January 26, 2011, defendant ARTAK
24 OVSEPIAN drove recruited beneficiaries to Sunny Bay Pharmacy to
25 fill Manor Prescriptions.

26 Overt Act No. 21: On May 19, 2011, defendant ARTAK
27 OVSEPIAN drove recruited beneficiaries to Midway Drugs to fill
28 Manor Prescriptions.

1 Overt Act No. 22: On May 25, 2011, defendant ARTAK
2 OVSEPIAN drove recruited beneficiaries to Midway Drugs to fill
3 Manor Prescriptions.

4 Overt Act No. 23: On June 14, 2011, defendant ARTAK
5 OVSEPIAN drove recruited beneficiaries to a pharmacy to fill
6 Manor Prescriptions.

7 Overt Act No. 24: On July 19, 2011, defendant ARTAK
8 OVSEPIAN assisted in loading recruited beneficiaries into vans at
9 Manor.

10 Overt Act No. 25: On July 20, 2011, defendant ARTAK
11 OVSEPIAN drove recruited beneficiaries to Merced Medical to fill
12 Manor Prescriptions.

13 Overt Act No. 26: On September 21, 2011, defendant
14 ARTAK OVSEPIAN assisted in loading recruited beneficiaries into
15 vans at Manor.

16 DEFENDANTS HOVANNISYAN, HARUTYUNYAN, and GHUKASYAN

17 Overt Act No. 27: On August 12, 2010, defendants
18 HARUTYUNYAN drove recruited beneficiaries to Huntington to fill
19 Manor Prescriptions.

20 Overt Act No. 28: On January 11, 2011, defendant
21 HOVANNISYAN drove recruited beneficiaries to Midway Drugs to fill
22 Manor Prescriptions.

23 Overt Act No. 29: On May 19, 2011, defendants
24 HARUTYUNYAN and GHUKASYAN followed an investigating agent who had
25 been conducting surveillance of Manor.

26 Overt Act No. 30: On May 19, 2011, defendants
27 HOVANNISYAN and GHUKASYAN inspected cars parked near Manor to
28 detect the presence of law enforcement surveillance of Manor.

1 Overt Act No. 31: On May 19, 2011, defendants
2 HOVANNISYAN and GHUKASYAN loaded beneficiaries into vans and
3 drove the recruited beneficiaries to Midway Drugs to fill Manor
4 Prescriptions.

5 Overt Act No. 32: On July 20, 2011, defendants
6 HOVANNISYAN and HARUTYUNYAN drove recruited beneficiaries to
7 Merced Medical to fill Manor Prescriptions.

8 DEFENDANTS TAMAZYAN and NUNE OVSEPIAN

9 Overt Act No. 33: On February 11, 2011, defendants
10 TAMAZYAN and NUNE OVSEPIAN possessed approximately 300 documents
11 bearing xerox copies of beneficiaries' identification and
12 government health insurance cards.

13 DEFENDANT YEGHIAZARYAN

14 Overt Act No. 34: On September 20, 2011, defendant
15 YEGHIAZARYAN drove recruited beneficiaries to Merced Medical to
16 fill Manor Prescriptions.

17 Overt Act No. 35: On September 21, 2011, defendant
18 YEGHIAZARYAN drove recruited beneficiaries to a pharmacy to fill
19 Manor Prescriptions.

20 DEFENDANTS MENDEZ and JONES

21 Overt Act No. 36: On September 20, 2010, defendant
22 MENDEZ assisted in driving recruited beneficiaries to Pacific
23 Grand to fill Manor Prescriptions.

24 Overt Act No. 37: On May 19, 2011, defendant MENDEZ
25 took recruited beneficiaries to Manor.

26 Overt Act No. 38: On July 19, 2011, defendants MENDEZ
27 and JONES brought recruited beneficiaries to Manor.

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1 Overt Act No. 39: On July 20, 2011, defendants MENDEZ
2 and JONES met with recruited beneficiaries at Manor.

3 Overt Act No. 40: On September 20, 2011, defendants
4 MENDEZ and JONES met with recruited beneficiaries at Manor.

5 Overt Act No. 41: On September 21, 2011, defendants
6 MENDEZ and JONES met with recruited beneficiaries at Manor.

7 DEFENDANT SMITH

8 Overt Act No. 42: On May 19, 2011, defendant SMITH met
9 with beneficiaries at Manor.

10 DEFENDANT VO

11 Overt Act No. 43: In March 2010, defendant VO took
12 recruited beneficiaries to Manor.

13 DEFENDANT WASHINGTON

14 Overt Act No. 44: On May 29, 2010, defendant
15 WASHINGTON recruited beneficiaries to fill Manor Prescriptions.

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COUNT TWO

[18 U.S.C. § 1028(f)]

A. OBJECT OF THE CONSPIRACY

32. Beginning on a date unknown, and continuing through on or about October 27, 2011, in Los Angeles County, within the Central District of California, and elsewhere, defendants ARMAN GRIGORYAN, LIANNA OVSEPIAN, also known as ("aka") "Lili," KENNETH WAYNE JOHNSON ("JOHNSON"), NURISTA GRIGORYAN, aka "Nora," PHIC LIM, aka "PK" ("LIM"), ARTAK OVSEPIAN, EDGAR HOVANNISYAN ("HOVANNISYAN"), ARTUR HARUTYUNYAN ("HARUTYUNYAN"), SAMVEL TAMAZYAN ("TAMAZYAN"), MIKAYEL GHUKASYAN ("GHUKASYAN"), ARTYOM YEGHIAZARYAN ("YEGHIAZARYAN"), THEANA KHOU ("KHOU"), NUNE OVSEPYAN, LISA DANIELLE MENDEZ, aka "Danielle" ("MENDEZ"), ANTHONY GLEN JONES ("JONES"), DAVID SMITH, aka "Green Eyes" ("SMITH"), VINCENT VO, aka "Minh" ("VO"), and RICHARD BOND WASHINGTON ("WASHINGTON"), together with others known and unknown to the Grand Jury, conspired and agreed with each other to knowingly and intentionally possess with intent to use unlawfully and transfer unlawfully at least five identification documents and authentication features, in violation of Title 18, United States Code, Sections 1028(a)(3), (b)(1)(A)(i).

B. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

33. The means by which the object of the conspiracy was to be accomplished included the following:

34-41. The Grand Jury hereby repeats, re-alleges, and incorporates by reference paragraphs 1 through 8 of this Indictment as if fully set forth herein.

1 C. OVERT ACTS

2 42. In furtherance of the conspiracy and to accomplish its
3 object, on or about following dates, defendants ARMAN GRIGORYAN,
4 LIANNA OVSEPIAN, JOHNSON, NURISTA GRIGORYAN, LIM, ARTAK OVSEPIAN,
5 HOVANNISYAN, HARUTYUNYAN, TAMAZYAN, GHUKASYAN, YEGHIAZARYAN,
6 KHOU, NUNE OVSEPYAN, MENDEZ, JONES, SMITH, VO, and WASHINGTON,
7 together with others known and unknown to the Grand Jury,
8 committed and willfully caused others to commit the following
9 overt acts, among others, within the Central District of
10 California and elsewhere.

11 43. The Grand Jury hereby repeats, re-alleges, and
12 incorporates by reference Overt Acts 1 through 44 of Count One of
13 this Indictment as if fully set forth herein.

COUNT THREE

[18 U.S.C. §§ 1028(a)(3), (b)(1)(A)(i), 2(a)]

44. On or about February 16, 2011, in Los Angeles County, within the Central District of California, defendants SAMVEL TAMAZYAN ("TAMAZYAN") and NUNE OVSEPIAN ("OVSEPIAN"), each aiding and abetting the other, knowingly possessed with intent to use unlawfully and transfer unlawfully at least five identification documents not issued lawfully for the use of either defendant TAMAZYAN or OVSEPIAN, authentication features, and false identification documents, namely, health insurance identification cards and health insurance account numbers, including identification documents, authentication features, and false identification documents which were issued and which appeared to have been issued by and under the authority of the United States.

COUNT FOUR

[18 U.S.C. §§ 1028A, 2(a)]

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3 45. On or about February 16, 2011, in Los Angeles County,
4 within the Central District of California, and elsewhere,
5 defendants SAMVEL TAMAZYAN and NUNE OVSEPIAN, each aiding and
6 abetting the other, knowingly transferred, possessed, and used,
7 without lawful authority, a means of identification of another
8 person, that is, the names and unique government-issued public
9 health care identification numbers of N.P., J.M., and A.T.,
10 during and in relation to a felony violation of Title 18, United
11 States Code, Section 1028(a)(3) (Possession of At Least Five
12 Identification Documents and Authentication Features With Intent
13 to Use Unlawfully) as charged in Count Three of this Indictment.
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COUNT FIVE

[18 U.S.C. §§ 1028A, 2]

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3 46. The Grand Jury hereby repeats, re-alleges, and
4 incorporates by reference paragraphs 1 through 8 of this
5 Indictment as if set forth herein.

6 47. Beginning on a date unknown, and continuing through on
7 or about October 27, 2011, in Los Angeles County, within the
8 Central District of California, and elsewhere, defendants ARMAN
9 GRIGORYAN, LIANNA OVSEPIAN, JOHNSON, NURISTA GRIGORYAN, LIM,
10 ARTAK OVSEPIAN, HOVANNISYAN, HARUTYUNYAN, TAMAZYAN, GHUKASYAN,
11 YEGHIAZARYAN, KHOU, NUNE OVSEPYAN, MENDEZ, JONES, SMITH, VO, and
12 WASHINGTON, each aiding and abetting the others, knowingly
13 transferred, possessed, and used, and caused to be transferred,
14 possessed, and used, without lawful authority, a means of
15 identification of another person, that is, the names and unique
16 government-issued public health care identification numbers of
17 H.T., A.V., M.V., R.E., R.R., Q.T., E.P., S.M., E.R., T.D., and
18 J.H., during and in relation to a felony violation of Title 18,
19 United States Code, Section 1349, Conspiracy to Commit Health
20 Care Fraud, as charged in Count One of this Indictment.

1 KHOU, and NUNE OVSEPYAN, together with unnamed co-conspirators
2 and others known and unknown to the Grand Jury, committed and
3 willfully caused others to commit the following overt acts, among
4 others, within the Central District of California and elsewhere.

5 60. The Grand Jury hereby repeats, re-alleges, and
6 incorporates by reference Overt Acts 1 through 35 of Count One as
7 if fully set forth herein.

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1 States Code, Section 1957(a).

2 B. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE
3 ACCOMPLISHED

4 63. The objects of the conspiracy were to be accomplished
5 in substance as follows:

6 a. Defendants LIM and KHOU would receive Medi-Cal
7 check payments from the State of California as a result of the
8 health care fraud conspiracy set forth in Count One above.

9 b. Defendants LIM and KHOU would deposit, and cause to
10 be deposited, checks consisting of proceeds derived from the
11 health care fraud conspiracy set forth in Count One above into
12 the East West Account and into Chase Account 1.

13 c. Defendants LIM and KHOU would transfer, and cause
14 to be transferred, proceeds from the East West Account to the TD
15 Ameritrade Account.

16 d. Defendants LIM and KHOU would transfer, and cause
17 to be transferred, proceeds from Chase Account 1 to HSBC
18 Account 1.

19 C. OVERT ACTS

20 64. In furtherance of the conspiracy and to accomplish its
21 objects, on or about the following dates, defendants LIM and
22 KHOU, together with others known and unknown to the Grand Jury,
23 committed, and willfully caused to be committed, various overt
24 acts within the Central District of California, and elsewhere,
25 including but not limited to the following:

26 MOVEMENT OF THE CRIMINALLY DERIVED PROCEEDS FROM EAST WEST
27 ACCOUNT 1 TO THE TD AMERITRADE ACCOUNT

28 Overt Act No. 1: On April 22, 2010, defendants LIM and

1 KHOU deposited into the East West Account a check from Medi-Cal
2 in the amount of \$44,733.03, of which \$41,963.89 was issued for
3 reimbursement based on claims for Manor Prescriptions.

4 Overt Act No. 2: On June 4, 2010, defendants LIM and
5 KHOU deposited into the East West Account a check from Medi-Cal
6 in the amount of \$39,914.54, of which \$34,524.96 was issued for
7 reimbursement based on claims for Manor Prescriptions.

8 Overt Act No. 3: On August 6, 2010, defendants LIM and
9 KHOU transferred \$165,000 from the East West Account by writing a
10 check to defendant KHOU "for deposit only" to the TD Ameritrade
11 Account.

12 Overt Act No. 4: On August 26, 2010, defendants LIM
13 and KHOU deposited into the East West Account a check from Medi-
14 Cal in the amount of \$67,152.41, of which \$63,845.95 was issued
15 for reimbursement based on claims for Manor Prescriptions.

16 Overt Act No. 5: On September 6, 2010, defendants LIM
17 and KHOU transferred \$67,000 from the East West Account by
18 writing a check to defendant LIM "for deposit only" to the TD
19 Ameritrade Account.

20 MOVEMENT OF THE CRIMINALLY DERIVED PROCEEDS FROM CHASE
21 ACCOUNT 1 TO HSBC ACCOUNT 1

22 Overt Act No. 6: On February 25, 2010, defendants LIM
23 and KHOU deposited into Chase Account 1 a check from Medi-Cal in
24 the amount of \$75,486.57, of which \$74,026.66 was issued for
25 reimbursement based on claims for Manor Prescriptions.

26 Overt Act No. 7: On March 1, 2010, defendants LIM and
27 KHOU transferred \$80,000 from Chase Account 1 to HSBC Account 1.

28 Overt Act No. 8: On March 18, 2010, defendants LIM and

1 KHOU deposited into Chase Account 1 a check from Medi-Cal in the
2 amount of \$59,728.78, of which \$50,575.96 was issued for
3 reimbursement based on claims for Manor Prescriptions.

4 Overt Act No. 9: On March 22, 2010, defendants LIM and
5 KHOU transferred \$60,000 from Chase Account 1 to HSBC Account 1.

6 Overt Act No. 10: On April 8, 2010, defendants LIM and
7 KHOU deposited into Chase Account 1 a check from Medi-Cal in the
8 amount of \$63,217.98, of which \$61,428.49 was issued for
9 reimbursement based on claims for Manor Prescriptions.

10 Overt Act No. 11: On April 14, 2010, defendants LIM
11 and KHOU transferred \$130,000 from Chase Account 1 to HSBC
12 Account 1.

13 Overt Act No. 12: On May 6, 2010, defendants LIM and
14 KHOU deposited into Chase Account 1 a check from Medi-Cal in the
15 amount of \$76,146.78, of which \$73,055.06 was issued for
16 reimbursement based on claims for Manor Prescriptions.

17 Overt Act No. 13: On May 12, 2010, defendants LIM and
18 KHOU transferred \$70,000 from Chase Account 1 to HSBC Account 1.

19 Overt Act No. 14: On June 17, 2010, defendants LIM and
20 KHOU deposited into Chase Account 1 a check from Medi-Cal in the
21 amount of \$23,174.10, of which \$22,008.07 was issued for
22 reimbursement based on claims for Manor Prescriptions.

23 Overt Act No. 15: On June 21, 2010, defendants LIM and
24 KHOU transferred \$50,000 from Chase Account 1 to HSBC Account 1.

25 Overt Act No. 16: On July 1, 2010, defendants LIM and
26 KHOU deposited into Chase Account 1 a check from Medi-Cal in the
27 amount of \$105,801.90, of which \$98,890.03 was issued for
28 reimbursement based on claims for Manor Prescriptions.

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Overt Act No. 17: On July 19, 2010, defendants LIM and KHOU transferred \$100,000 from Chase Account 1 to HSBC Account 1.

Overt Act No. 18: On August 19, 2010, defendants LIM and KHOU deposited into Chase Account 1 a check from Medi-Cal in the amount of \$94,645.12, of which \$94,396.62 was issued for reimbursement based on claims for Manor Prescriptions.

Overt Act No. 19: On August 23, 2010, defendants LIM and KHOU transferred \$30,000 from Chase Account 1 to HSBC Account 1.

COUNTS EIGHT through SIXTEEN

[18 U.S.C. §§ 1956(a)(1)(B)(i), 2]

65. The Grand Jury hereby repeats, re-alleges, and incorporates by reference paragraphs 1 through 9 of this Indictment as if set forth herein.

66. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendants LIM and KHOU, each aiding and abetting the other, knowing that the property involved in each of the financial transactions described below represented the proceeds of some form of unlawful activity, conducted, and willfully caused others to conduct, the following financial transactions affecting interstate commerce, which transactions, in fact, involved the proceeds of specified unlawful activity, namely, health care fraud, in violation of Title 18, United States Code, Section 1347, knowing that each of the transactions was designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of said specified unlawful activity:

<u>COUNT</u>	<u>DATE</u>	<u>FINANCIAL TRANSACTION</u>
EIGHT	3/1/2010	Transfer of \$80,000 from Chase Account 1 to HSBC Account 1
NINE	3/22/2010	Transfer of \$60,000 from Chase Account 1 to HSBC Account 1
TEN	4/14/2010	Transfer of \$130,000 from Chase Account 1 to HSBC Account 1
ELEVEN	5/12/2010	Transfer of \$70,000 from Chase Account 1 to HSBC Account 1
TWELVE	6/21/2010	Transfer of \$50,000 from Chase Account 1 to HSBC Account 1

1	THIRTEEN	7/19/2010	Transfer of \$100,000 from Chase Account 1 to HSBC Account 1
2			
3	FOURTEEN	8/6/2010	Transfer of \$165,000 from the East West Account to the TD Ameritrade Account
4			
5	FIFTEEN	8/23/2010	Transfer of \$30,000 from Chase Account 1 to HSBC Account 1
6	SIXTEEN	9/6/2010	Transfer of \$67,000 from the East West Account to the TD Ameritrade Account
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COUNTS SEVENTEEN through TWENTY-THREE

[18 U.S.C. §§ 1957(a), 2]

67. The Grand Jury hereby repeats, re-alleges, and incorporates by reference paragraphs 1 through 9 of this Indictment as if set forth herein.

68. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendants LIM and KHOU, each aiding and abetting the other, knowing that the funds involved represented the proceeds of some form of unlawful activity, conducted, and willfully caused others to conduct, the following monetary transactions in criminally derived property of a value greater than \$10,000, which property, in fact, was derived from specified unlawful activity, namely, health care fraud, in violation of Title 18, United States Code, Section 1347:

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
SEVENTEEN	4/22/2010	Deposit of check for \$44,733.03 into the East West Account
EIGHTEEN	6/4/2010	Deposit of check for \$39,914.54 into the East West Account
NINETEEN	8/6/2010	Transfer of \$165,000 from the East West Account to the TD Ameritrade Account
TWENTY	8/26/2010	Deposit of check for \$67,152.41 into the East West Account
TWENTY-ONE	9/6/2010	Transfer of \$67,000 from the East West Account to the TD Ameritrade Account
TWENTY-TWO	7/1/2010	Deposit of check for \$105,801.90 into Chase Account 1
TWENTY-THREE	8/19/2010	Deposit of check for \$94,645.12 into Chase Account 1

COUNTS TWENTY-FOUR through THIRTY-FIVE

[31 U.S.C. §§ 5324(a)(3), (d)(2); 18 U.S.C. § 2]

69. The Grand Jury hereby repeats, re-alleges, and incorporates by reference paragraphs 1 through 9 of this Indictment as if set forth herein.

70. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendants LIM and KHOU, each aiding and abetting the other, knowingly, and for the purpose of evading the reporting requirements of Section 5313(a) of Title 31, United States Code, and the regulations promulgated thereunder, structured, assisted in structuring, and caused to be structured, the following transactions with domestic financial institutions, as part of a pattern of illegal activity involving more than \$100,000 in a 12-month period, and while violating another law of the United States:

<u>COUNT</u>	<u>DATE</u>	<u>TRANSACTION</u>
TWENTY-FOUR	8/4/2009	Cash deposits in the amounts of \$1,662 and \$9,000 into Chase Account 1.
TWENTY-FIVE	8/5/2009	Cash deposits in the amounts of \$2,377 and \$8,000 into Chase Account 1.
TWENTY-SIX	8/6/2009	Cash deposits in the amounts of \$2,000, \$2,726, and \$8,000 into Chase Account 1.
TWENTY-SEVEN	9/8/2009	Cash deposits in the following amounts: \$3,741 and \$9,000 into Chase Account 1; \$9,000 into Chase Account 2; and \$7,000 into Chase Account 3.
TWENTY-EIGHT	9/24/2009	Cash deposits in the amounts of \$9,000 into Chase Account 1 and \$9,000 into Chase Account 2.
TWENTY-NINE	9/25/2009	Cash deposit in the amount of \$9,000 into Chase Account 1.

1	THIRTY	9/28/2009	Cash deposits in the amounts of \$5,000,
2			\$4,320, \$4,000, and \$1,609 into Chase
3			Account 1, and \$9,000 into Chase Account
4	THIRTY-	9/29/2009	Cash deposits in the amounts of \$1,509,
5	ONE		\$4,000, \$4,320, and \$5,000 into Chase
6			Account 1, and \$9,000 into Chase Account
7	THIRTY-	10/13/2009	Cash deposit in the amount of \$9,000 into
8	TWO		HSBC Account 1.
9	THIRTY-	10/14/2009	Cash deposit in the amount of \$9,000 into
10	THREE		HSBC Account 1.
11	THIRTY-	10/15/2009	Cash deposit in the amount of \$9,000 into
12	FOUR		HSBC Account 1.
13	THIRTY-	10/16/2009	Cash deposit in the amount of \$9,800 into
14	FIVE		HSBC Account 1.
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COUNT THIRTY-SIX

[18 U.S.C. § 1001(a)(2)]

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3 71. The Grand Jury hereby repeats, re-alleges, and
4 incorporates by reference paragraphs 1 through 8 of this
5 Indictment as if set forth herein.

6 72. On or about October 27, 2011, in Los Angeles County,
7 within the Central District of California, in a matter within the
8 jurisdiction of the executive branch of the government of the
9 United States, specifically, the United States Department of
10 Health and Human Services, the United States Food and Drug
11 Administration, and the United States Marshal's Service,
12 defendant LIANNA OVSEPIAN knowingly and willfully made a
13 materially false, fictitious, and fraudulent statement and
14 representation, in that defendant LIANNA OVSEPIAN stated that she
15 could not recognize a photograph of defendant LIM, that she did
16 not recognize defendant LIM's name, that she was not familiar
17 with Huntington Pharmacy, and that she does not recruit
18 pharmacies to conduct business with Manor, when, in truth and in
19 fact, as defendant LIANNA OVSEPIAN then well knew, defendant
20 LIANNA OVSEPIAN knew defendant LIM, conducted business with
21 defendant LIM and Huntington Pharmacy through her employment with
22 Manor, and had recruited pharmacies to conduct business with
23 Manor.

COUNT THIRTY-SEVEN

[18 U.S.C. § 1001(a)(2)]

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3 73. The Grand Jury hereby repeats, re-alleges, and
4 incorporates by reference paragraphs 1 through 8 of this
5 Indictment as if set forth herein.

6 74. On or about October 27, 2011, in Los Angeles County,
7 within the Central District of California; in a matter within the
8 jurisdiction of the executive branch of the government of the
9 United States, specifically, the United States Department of
10 Health and Human Services, the United States Food and Drug
11 Administration, and the United States Marshal's Service,
12 defendant NURISTA GRIGORYAN knowingly and willfully made a
13 materially false, fictitious, and fraudulent statement and
14 representation, knowing the same to be a materially false,
15 fictitious, and fraudulent statement, in that defendant NURISTA
16 GRIGORYAN stated that defendant JOHNSON worked at Manor four
17 times per week, when, in truth and in fact, as defendant NURISTA
18 GRIGORYAN then well knew, defendant JOHNSON did not work at Manor
19 four times per week.
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COUNT THIRTY-EIGHT

[18 U.S.C. § 1001(a)(2)]

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3 75. The Grand Jury hereby repeats, re-alleges, and
4 incorporates by reference paragraphs 1 through 8 of this
5 Indictment as if set forth herein.

6 76. On or about October 27, 2011, in Los Angeles County,
7 within the Central District of California, in a matter within the
8 jurisdiction of the executive branch of the government of the
9 United States, specifically, the United States Department of
10 Health and Human Services, the United States Food and Drug
11 Administration, and the United States Marshal's Service,
12 defendant ARTAK OVSEPIAN knowingly and willfully made a
13 materially false, fictitious, and fraudulent statement, in that
14 defendant ARTAK OVSEPIAN stated that he had driven patients from
15 Manor to pharmacies on only one or two occasions when, in truth
16 and in fact, as defendant ARTAK OVSEPIAN then well knew,
17 defendant ARTAK OVSEPIAN had driven patients from Manor to
18 pharmacies on multiple occasions, including at least eight
19 occasions between September 2010 and September 2011, and
20 defendant ARTAK OVSEPIAN had assisted in the transportation of
21 patients from Manor to pharmacies on at least two other
22 occasions.
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FORFEITURE ALLEGATION 1

[28 U.S.C. § 2461(c); 18 U.S.C. § 981(a)(1)(C);

and 18 U.S.C. §§ 1347 and 1349]

1 Pursuant to Title 28, United States Code, Section
2 2461(c); Title 18, United States Code, Section 981(a)(1)(C); and
3 Title 18, United States Code, Sections 1347 and 1349, each
4 defendant convicted of an offense charged in Counts One through
5 Four and Six of this Indictment shall forfeit to the United
6 States the following property:
7

8 a. All right, title, and interest in any and all
9 property, real or personal, which constitutes or is derived from
10 proceeds traceable to each such offense, including but not
11 limited to the real property located in Pasadena owned by PHIC K.
12 LIM AND THEANA S. KHOU, TRUSTEES, OR THEIR SUCCESSORS UNDER THE
13 PHIC. K. LIM AND THEANA S. KHOU TRUST¹;

14 b. A sum of money equal to the total amount of
15 proceeds derived from each such offense for which said defendant
16 is convicted. If more than one defendant is convicted of an
17 offense, the defendants so convicted are jointly and severally
18 liable for the amount involved in such offense.
19

20 2. Pursuant to Title 21, United States Code, Section
21 853(p), as incorporated by Title 28, United States Code, Section
22 2461(c), each defendant so convicted shall forfeit substitute
23 property, up to the total value of the property described in
24 paragraph 2, if, by any act or omission of the defendant, the
25 property described in paragraph 1, or any portion thereof, (a)
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27 _____
28 ¹ The referenced property is a residence and the street
address has been redacted pursuant to Local Rule 79-5.4(e).

1 cannot be located upon the exercise of due diligence; (b) has
2 been transferred or sold to, or deposited with, a third party;
3 (c) has been placed beyond the jurisdiction of the court; (d) has
4 been substantially diminished in value; or (e) has been
5 commingled with other property that cannot be divided without
6 difficulty.

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FORFEITURE ALLEGATION 2

[18 U.S.C. § 982(a)(1)]

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3 1. Pursuant to Title 18, United States Code, Section
4 982(a)(1), each defendant convicted of an offense charged in
5 Counts Seven through Twenty-Three of this Indictment shall
6 forfeit to the United States the following property:

7 a. Any and all property, real or personal, involved
8 in such offense, and all property traceable to such offense,
9 including but not limited to the real property located in
10 Pasadena owned by PHIC K. LIM AND THEANA S. KHOU, TRUSTEES, OR
11 THEIR SUCCESSORS UNDER THE PHIC. K. LIM AND THEANA S. KHOU TRUST.

12 b. A sum of money equal to the total amount of money
13 involved in the offense for which the defendant is convicted. If
14 more than one defendant is convicted of an offense, the
15 defendants so convicted are jointly and severally liable for the
16 amount involved in such offense.

17 2. Pursuant to Title 21, United States Code, Section
18 853(p), as incorporated by Title 18, United States Code, Section
19 982(b), each defendant so convicted shall forfeit substitute
20 property, up to the value of the amount described in paragraph 1,
21 if, by any act or omission of said defendant, the property
22 described in paragraph 1, or any portion thereof, cannot be
23 located upon the exercise of due diligence; has been transferred,
24 sold to, or deposited with a third party; has been placed beyond
25 the jurisdiction of this court; has been substantially diminished
26 in value; or has been commingled with other property that cannot
27 be divided without difficulty.

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FORFEITURE ALLEGATION 3

[31 U.S.C. § 5317(c) (1)]

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3 1. Pursuant to Title 31, United States Code, Section
4 3517(c) (1), each defendant convicted of an offense charged in
5 Counts Twenty-Four through Thirty-Five of this Indictment shall
6 forfeit to the United States all right, title, and interest in
7 any and all property, real or personal, involved in the offense
8 and any property traceable thereto. If the above-described
9 property is unavailable, defendants shall forfeit a sum of money
10 equal to the total amount of money involved in the offenses for
11 which the defendant is convicted. If more than one defendant is
12 convicted of an offense, the defendants so convicted are jointly
13 and severally liable for the amount involved in such offense.

14 2. Pursuant to Title 21, United States Code, Section
15 853(p), as incorporated by Title 31, United States Code, Section
16 5317(c) (1) (B), each defendant so convicted shall forfeit
17 substitute property, up to the value of the amount described in
18 paragraph 1, if, by any act or omission of said defendant, the
19 property described in paragraph 1, or any portion thereof, cannot
20 be located upon the exercise of due diligence; has been
21 transferred, sold to, or deposited with a third party; has been

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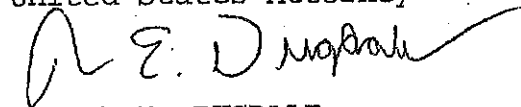
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1 placed beyond the jurisdiction of this court; has been
2 substantially diminished in value; or has been commingled with
3 other property that cannot be divided without difficulty.

4 A TRUE BILL

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6 151
7 _____
8 Foreperson

9 ANDRÉ BIROTTE JR.
10 United States Attorney

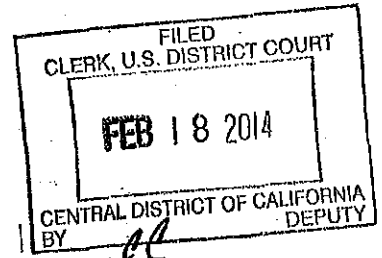


11 ROBERT E. DUGDALE
12 Assistant United States Attorney
13 Chief, Criminal Division

14 RODRIGO A. CASTRO-SILVA
15 Assistant United States Attorney
16 Chief, OCDETF Section

17 JENNIFER L. WILLIAMS
18 Assistant United States Attorney
19 OCDETF Section

20 BENJAMIN R. BARRON
21 Assistant United States Attorney
22 OCDETF Section



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UNITED STATES OF AMERICA,

Plaintiff,

v.

KENNETH WAYNE JOHNSON, et al.,

Defendants.

No. CR 11-CR-1075-SJO

~~PROPOSED~~ VERDICT FORM FOR
DEFENDANT NURISTA GRIGORYAN

We, the Jury in the above-captioned case, present the following
unanimous verdict.

(Cont.)

COUNT ONE

We, the Jury, unanimously find the defendant NURISTA GRIGORYAN

(check one):

GUILTY or
 NOT GUILTY

of conspiring to commit health care fraud as charged in Count One of the Indictment.

(Cont.)

COUNT TWO

We, the Jury, unanimously find the defendant NURISTA GRIGORYAN

(check one):

GUILTY or

NOT GUILTY

of conspiring to possess at least five identification documents with
intent to use unlawfully as charged in Count Two of the Indictment.

(Cont.)

COUNT FIVE

We, the Jury, unanimously find the defendant NURISTA GRIGORYAN
(check one):

GUILTY or
 NOT GUILTY

of aggravated identity theft of Hoa Tran's means of identification as
charged in Count Five of the Indictment.

(Cont.)

COUNT SIX

We, the Jury, unanimously find the defendant NURISTA GRIGORYAN

(check one) :

GUILTY or

NOT GUILTY

of conspiring to misbrand prescription drugs as charged in Count Six of the Indictment.

Dated: 2/18/2014, in Los Angeles, California.

REDACTED

VERDICT FORM AS TO FOREPERSON
SIGNATURE