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2012 OCT -3 PM 2:29

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

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
September 2011 Grand Jury

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11 UNITED STATES OF AMERICA, )  
12 )  
13 Plaintiff, )  
14 v. )

CR No. 11-922(A) -DDP

F I R S T  
S U P E R S E D I N G  
I N D I C T M E N T

15 MIKE MIKAELIAN, )  
16 ANJELIKA SANAMIAN, )  
17 ASHOT SANAMIAN, )  
18 MORRIS HALFON, MD, )  
19 DAVID GARRISON, )  
20 ELZA BUDAGOVA, )  
21 LILIT MEKTERYAN, )  
22 EDGAR HOVANNISYAN, )  
23 KEITH PULLAM )  
24 "Keith Pulman," )  
25 "KMAC," )  
26 ROSA GARCIA SUAREZ, )  
27 "Maria," )  
28 THEODORE CHANGKI YOON, )  
PHIC LIM, )  
"PK," )  
THEANA KHOU, )  
MATTHEW CHO, )  
PERRY TAN NGUYEN, and )  
ELIZABETH DUC TRAN, )  
Defendants. )

[21 U.S.C. § 846: Conspiracy to Distribute Controlled Substances; 18 U.S.C. § 1349: Conspiracy to Commit Health Care Fraud; 31 U.S.C. § 5324(a)(3): Structuring Financial Transactions; 18 U.S.C. § 1957(a): Transactional Money Laundering; 18 U.S.C. § 2: Aiding and Abetting and Causing an Act to Be Done; and 21 U.S.C. § 853, 18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c); 18 U.S.C. § 982; 31 U.S.C. § 5317: Forfeiture]

1 The Grand Jury charges:

2 GENERAL ALLEGATIONS

3 At all times relevant to this Indictment:

4 The Clinic and its Operations

5 1. Defendants MIKE MIKAELIAN ("MIKEALIAN") and ANJELIKA  
6 SANAMIAN operated a clinic known as Lake Medical Group ("the  
7 Clinic"), located at 2120 West 8<sup>th</sup> Street, in Los Angeles,  
8 California, within the Central District of California.

9 2. The Clinic functioned as a "prescription mill" that  
10 generated prescriptions for OxyContin that the Clinic's purported  
11 "patients" did not need and submitted claims to Medicare and  
12 Medi-Cal for services that were medically unnecessary, not  
13 ordered by a doctor and/or not performed.

14 3. The Clinic used patient recruiters, or "Cappers," who  
15 brought Medicare patients, Medi-Cal patients, and other  
16 "patients" to the Clinic (the "recruited patients") in exchange  
17 for cash or other inducements.

18 4. At the Clinic, the recruited patients were routinely  
19 issued a prescription for 90 pills of OxyContin 80mg strength.

20 5. For Medicare and Medi-Cal patients, the Clinic also  
21 ordered unnecessary medical tests, such as nerve conduction  
22 velocity ("NCV") studies, electrocardiograms, ultrasounds, and  
23 spirometry (a type of pulmonary test). Some of the tests were  
24 performed; others were not. The Clinic further created falsified  
25 medical paperwork for Medicare and Medi-Cal patients to provide a  
26 false appearance of legitimacy for the Clinic, its OxyContin  
27 prescriptions, and its billings to Medicare and Medi-Cal.

28 6. Through a company called A & A Billing Services

1 ("A & A"), owned by defendant ASHOT SANAMIAN and operated by  
2 defendant ANJELIKA SANAMIAN, the Clinic billed Medicare Part B  
3 and/or Medi-Cal for unnecessary office visits and tests, and for  
4 tests and procedures that were not ordered by a doctor and/or not  
5 performed as represented in the claims submitted to Medicare and  
6 Medi-Cal.

7 7. After the OxyContin prescriptions were issued, "Runners"  
8 employed by the Clinic took the recruited patients to pharmacies,  
9 including pharmacies owned and/or operated by defendants THEODORE  
10 CHANGKI YOON ("YOON"), PHIC LIM ("LIM"), also known as ("aka")  
11 "PK," THEANA KHOU, MATTHEW CHO ("CHO"), PERRY TAN NGUYEN  
12 ("NGUYEN"), and ELIZABETH DUC TRAN ("TRAN"), which filled the  
13 prescriptions. The Runners, rather than the patients, took the  
14 OxyContin and delivered it to defendant MIKAELIAN, who then sold  
15 it on the streets.

16 8. For patients who had Medicare prescription drug coverage  
17 (Medicare Part D), the pharmacies that dispensed the OxyContin  
18 either billed the patient's prescription drug plan ("PDP") for  
19 the OxyContin prescriptions they filled or were paid in cash by  
20 the Runners and did not bill the PDP.

21 9. The Clinic also generated OxyContin prescriptions in the  
22 names of individuals who never visited the Clinic or had visited  
23 the Clinic once in the past. In these instances, using falsified  
24 patient authorization forms, Runners took the prescriptions for  
25 these "patients" to the pharmacies and paid the pharmacies in  
26 cash for the OxyContin, which they then delivered to defendant  
27 MIKAELIAN for resale on the streets.

28 10. For the less than two years that the Clinic operated, it

1 diverted approximately 10,000 bottles of OxyContin. Because the  
2 Clinic almost exclusively prescribed 90 quantity pill bottles,  
3 this equates to 900,000 OxyContin pills or more that were  
4 diverted during the course of the scheme described herein.

5 11. During this same time period, the Clinic and its doctors  
6 fraudulently billed Medicare approximately \$4.6 million for  
7 medical services and billed Medi-Cal approximately \$1.6 million  
8 for such services. Medicare Part B paid approximately  
9 \$473,595.23 on those claims and Medi-Cal paid approximately  
10 \$546,551.00 on those claims. In addition, Medicare Part D and  
11 Medicare PDPs paid approximately \$2.7 million for OxyContin  
12 prescribed by the Clinic and its doctors.

13 12. Defendants LIM, KHOU, and NGUYEN structured the deposits  
14 of cash generated from the sale of OxyContin prescribed by the  
15 Clinic and its doctors into their bank accounts by depositing the  
16 cash in amounts of \$10,000 or less to evade bank reporting  
17 requirements for transactions over \$10,000.

18 13. Defendants MIKAELIAN and ANJELIKA SANAMIAN used cash  
19 proceeds of the conspiracy to gamble at casinos, to purchase  
20 luxury goods, including automobiles and jewelry, and to buy  
21 OxyContin.

22 Defendants and Their Co-Conspirators

23 14. Defendant MIKAELIAN was the administrator of the Clinic  
24 and sold the OxyContin obtained via prescriptions issued at the  
25 Clinic on the streets.

26 15. Defendant ANJELIKA SANAMIAN was the manager of the  
27 Clinic, as well as the contact person and biller for Medicare and  
28 Medi-Cal claims at the Clinic.

1 16. Defendant ASHOT SANAMIAN was a co-owner and CEO of A & A  
2 and was also a Runner for the Clinic.

3 17. Co-conspirator Eleanor Santiago, MD ("Santiago") was a  
4 medical doctor, licensed to practice medicine in California and  
5 authorized to prescribe Schedule II narcotic drugs, who worked at  
6 the Clinic throughout its operation. Co-conspirator Santiago was  
7 the Medical Director of the Clinic.

8 18. Defendant MORRIS HALFON, MD ("HALFON") was a medical  
9 doctor, licensed to practice medicine in California and  
10 authorized to prescribe Schedule II narcotic drugs, who worked at  
11 the Clinic from in or about late 2008 through in or about January  
12 2010.

13 19. Defendant DAVID GARRISON ("GARRISON") was a physician's  
14 assistant, licensed in California, who worked at the Clinic from  
15 approximately the summer of 2009 until the Clinic closed in or  
16 about February 2010.

17 20. Co-conspirator Julie Shishalovsky ("Shishalovsky") worked  
18 at the Clinic as a medical assistant, receptionist, and office  
19 manager from the fall of 2008 until the Clinic closed in or about  
20 February 2010.

21 21. Defendant ELZA BUDAGOVA ("BUDAGOVA") was a medical  
22 assistant at the Clinic from in or about December 2008 through in  
23 or about December 2009. While at the Clinic, defendant BUDAGOVA  
24 created medical files for patients purportedly seen by a doctor  
25 or a physician's assistant at the Clinic.

26 22. Defendant LILIT MEKTERYAN ("MEKTERYAN") was an ultrasound  
27 technician who worked at the Clinic from approximately January  
28 2009 through approximately August 2009.

1 23. Defendants EDGAR HOVANNISYAN ("HOVANNISYAN"), KEITH  
2 PULLAM, aka "Keith Pulman," aka "KMAC" ("PULLAM"), and co-  
3 conspirator Miran Derderian ("Derderian") were Runners for the  
4 Clinic during the Clinic's operation.

5 24. Co-conspirator David Smith, aka "Green Eyes" ("Smith")  
6 and defendants PULLAM and ROSA GARCIA SUAREZ, aka "Maria"  
7 ("SUAREZ"), were Cappers who recruited patients for the Clinic  
8 during the Clinic's operation.

9 25. Defendant YOON was a pharmacist, licensed in California  
10 to lawfully dispense prescribed Schedule II narcotic drugs.  
11 Defendant YOON was the part-owner, officer, operator of, and/or  
12 licensed pharmacist at Gemmel Pharmacy, Inc., including: (1)  
13 Gemmel Pharmacy of Cucamonga, located in Cucamonga, California;  
14 (2) Gemmel Pharmacy of Ontario, located in Ontario, California;  
15 (3) Gemmel Pharmacy Rancho, located in Rancho Cucamonga,  
16 California; (4) East L.A. Health Pharmacy ("East L.A."), located  
17 in Los Angeles, California; and (5) B&B Pharmacy ("B&B"), located  
18 in Bellflower, California (collectively the "Gemmel Pharmacies").  
19 Defendant YOON also owned and operated Better Value Pharmacy  
20 ("Better Value"), located in West Covina California. Defendant  
21 YOON filled and caused to be filled prescriptions from the Clinic  
22 at the Gemmel Pharmacies and Better Value Pharmacy, starting in  
23 or about July 2009. Defendant YOON controlled a bank account  
24 ending in 5701 at Nara Bank, a domestic financial institution  
25 ("Nara Account 1"), from which he withdrew proceeds derived from  
26 the sale of OxyContin and transferred them into a Gemmel  
27 Pharmacy, Inc. bank account ending in 5471 at Wilshire State  
28 Bank, a domestic financial institution ("Wilshire Account 1").

1 26. Defendant LIM was a pharmacist, licensed in California to  
2 lawfully dispense prescribed Schedule II narcotic drugs.  
3 Defendant LIM was the part-owner, officer, operator of, and/or  
4 licensed pharmacist at the Gemmel Pharmacies, from which  
5 defendant LIM filled and caused to be filled prescriptions from  
6 the Clinic, starting in or about July 2009.

7 27. Defendants LIM and KHOU were the owners and operators of  
8 Huntington Pharmacy, located in San Marino, California.  
9 Defendant LIM filled and caused to be filled prescriptions from  
10 the Clinic at Huntington Pharmacy starting in or about July 2009.  
11 Defendants LIM and KHOU maintained control over accounts at Chase  
12 Bank, a domestic financial institution, ending in 0725 ("Chase  
13 Account 1"), 8303 ("Chase Account 2"), and 2674 ("Chase Account  
14 3"), and at HSBC Bank, a domestic financial institution, ending  
15 in 0993 ("HSBC Account 1"), into which defendants LIM and KHOU  
16 deposited proceeds from the sale of OxyContin.

17 28. Defendant CHO was a pharmacist, licensed in California to  
18 lawfully dispense prescribed Schedule II narcotic drugs.  
19 Defendant CHO was the part-owner, officer, operator of, and/or  
20 licensed pharmacist at the Gemmel Pharmacies, from which  
21 defendant CHO filled and caused to be filled prescriptions from  
22 the Clinic, starting in or about July 2009.

23 29. Defendant NGUYEN was a pharmacist, licensed in California  
24 to lawfully dispense prescribed Schedule II narcotic drugs.  
25 Defendant NGUYEN owned and operated St. Paul's Pharmacy ("St.  
26 Paul's"), located in Huntington Park, California, from which  
27 defendant NGUYEN filled and caused to be filled prescriptions  
28 from the Clinic, starting in or about December 2008. Defendant

1 NGUYEN controlled bank accounts at Bank America, a domestic  
2 financial institution, ending in 1213 ("Bank of America Account  
3 1") and 1025 ("Bank of America Account 2"), into which defendant  
4 NGUYEN deposited proceeds from the sale of OxyContin.

5 30. Defendant TRAN was a pharmacist, licensed in California  
6 to lawfully dispense prescribed Schedule II narcotic drugs.  
7 Defendant TRAN owned and operated Mission Pharmacy ("Mission"),  
8 located in Panorama City and Fountain Valley, California, from  
9 which defendant TRAN filled and caused to be filled prescriptions  
10 from the Clinic, starting in or about August 2008.

11 OxyContin and CURES Data

12 31. OxyContin was a brand name for the generic drug  
13 oxycodone, a Schedule II narcotic drug, and was manufactured by  
14 Purdue Pharma L.P. ("Purdue") in Connecticut.

15 32. Purdue manufactured OxyContin in a controlled release  
16 pill form in 10mg, 15mg, 20mg, 30mg, 40mg, 60mg, 80mg, and 160mg  
17 doses. The 80mg pill was one of the strongest strength of  
18 OxyContin produced in prescription form for the relevant period.

19 33. The dispensing of all Schedule II narcotic drugs was  
20 monitored by law enforcement through the Controlled Substance  
21 Utilization Review & Evaluation System ("CURES"). Pharmacies  
22 dispensing Schedule II narcotic drugs were required to self-  
23 report when such drugs were dispensed.

24 34. Based on CURES data, from on or about August 1, 2008,  
25 through on or about February 10, 2010, doctors working at the  
26 Clinic prescribed OxyContin approximately 10,833 times,  
27 approximately 10,726 of which were for 80mg doses.

28 35. During this same time period, co-conspirator Santiago

1 prescribed OxyContin approximately 6,151 reported times, and  
2 defendant HALFON prescribed OxyContin approximately 2,301  
3 reported times.

4 36. Based on CURES data, from on or about August 1, 2008, to  
5 on or about February 10, 2010, the Gemmel Pharmacies, Better  
6 Value Pharmacy, Huntington Pharmacy, St. Paul's Pharmacy, and  
7 Mission Pharmacy (collectively, the "Subject Pharmacies")  
8 dispensed approximately 7,246 of the Clinic doctors' reported  
9 prescriptions for OxyContin, or approximately 68% of the total  
10 number of prescriptions issued from the Clinic.

11 The Medicare Program

12 37. Medicare was a federal health care benefit program,  
13 affecting commerce, that provided benefits to persons who were  
14 over the age of 65 or disabled. Medicare was administered by the  
15 Centers for Medicare and Medicaid Services ("CMS"), a federal  
16 agency under the United States Department of Health and Human  
17 Services ("HHS"). Individuals who received benefits under  
18 Medicare were referred to as Medicare "beneficiaries."

19 Medicare Part B

20 38. Medicare Part B covered, among other things, medically  
21 necessary physician services and medically necessary outpatient  
22 tests ordered by a physician.

23 39. Health care providers, including doctors and clinics,  
24 could receive direct reimbursement from Medicare by applying to  
25 Medicare and receiving a Medicare provider number. By signing  
26 the provider application, the doctor agreed to abide by Medicare  
27 rules and regulations, including the Anti-Kickback Statute (42  
28 U.S.C. § 1320a-7b(b)), which prohibits the knowing and willful

1 payment of remuneration for the referral of Medicare patients.

2 40. To obtain payment for Part B services, an enrolled  
3 physician or clinic, using its Medicare provider number, would  
4 submit claims to Medicare, certifying that the information on the  
5 claim form was truthful and accurate and that the services  
6 provided were reasonable and necessary to the health of the  
7 Medicare beneficiary.

8 41. Medicare Part B generally paid 80% of the Medicare  
9 allowed amount for physician services and outpatient tests. The  
10 remaining 20% was a co-payment for which the Medicare beneficiary  
11 or a secondary insurer was responsible.

12 Medicare Part D

13 42. Medicare Part D provided coverage for outpatient  
14 prescription drugs through qualified private insurance plans  
15 that receive reimbursement from Medicare. Beneficiaries enrolled  
16 under Medicare Part B could obtain Part D benefits by enrolling  
17 with any one of many qualified PDPs.

18 43. To obtain payment for prescription drugs provided to such  
19 Medicare beneficiaries, pharmacies would submit their claims for  
20 payment to the beneficiary's PDP. The beneficiary would be  
21 responsible for any deductible or co-payment required under his  
22 PDP.

23 44. Medicare PDPs, including those offered by  
24 UnitedHealthcare Insurance Company, Health Net Life Insurance  
25 Company, Anthem Insurance Companies, and Unicare Life and Health  
26 Insurance Company, are health care benefit programs, affecting  
27 commerce, under which outpatient prescription drugs are provided  
28 to Medicare beneficiaries.

1 45. Medicare PDPs commonly provided plan participants with  
2 identification cards for use in obtaining prescription drugs.

3 The Medi-Cal Program

4 46. Medi-Cal was a health care benefit program, affecting  
5 commerce, that provided reimbursement for medically necessary  
6 health care services to indigent persons in California. Funding  
7 for Medi-Cal was shared between the federal government and the  
8 State of California.

9 47. The California Department of Health Care Services ("CAL-  
10 DHCS") administered the Medi-Cal program. CAL-DHCS authorized  
11 provider participation, determined beneficiary eligibility,  
12 issued Medi-Cal cards to beneficiaries, and promulgated  
13 regulations for the administration of the program.

14 48. Individuals who qualified for Medi-Cal benefits were  
15 referred to as "beneficiaries."

16 49. Medi-Cal reimbursed physicians and other health care  
17 providers for medically necessary treatment and services rendered  
18 to Medi-Cal beneficiaries.

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

22 51. To obtain payment for services, an enrolled provider,  
23 using its unique provider number, would submit claims to Medi-Cal  
24 certifying that the information on the claim form was truthful  
25 and accurate and that the services provided were reasonable and  
26 necessary to the health of the Medi-Cal beneficiary.

27 52. Medi-Cal provided coverage for the cost of some  
28 prescription drugs, but Medi-Cal required preauthorization in

1 order to pay for oxycodone.

2 53. Medi-Cal provided coverage for medically necessary  
3 ultrasound tests ordered by a physician, but it would not pay  
4 separately for both an upper extremity study (ultrasound) and a  
5 lower extremity study (ultrasound) performed on the same day.

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1 others would instruct the patients to sign intake forms provided  
2 at the Clinic and indicate that they suffered from various  
3 medical ailments. In many cases, the recruited patients would  
4 sign such forms without completing them.

5 c. In some cases, the recruited patients would sign  
6 forms authorizing the Clinic to obtain prescribed medications  
7 from pharmacies for them and to do so without their presence.

8 d. After a recruited Medicare or Medi-Cal patient signed  
9 the forms, defendants HALFON, GARRISON, co-conspirator Santiago,  
10 or another individual working at the Clinic, would meet briefly  
11 with the patient and issue a prescription for 90 pills of  
12 OxyContin 80mg strength, regardless of the patient's medical  
13 condition or history.

14 e. Defendants HALFON, GARRISON, BUDAVOGA, and co-  
15 conspirator Santiago would write medical notes in the recruited  
16 patients' medical files indicating that the recruited patients  
17 required OxyContin for pain, when in fact, as these defendants  
18 then well knew, there was no medical necessity justifying the use  
19 of OxyContin by these recruited patients.

20 f. Defendants HALFON, GARRISON, BUDAGOVA, and co-  
21 conspirator Santiago would also write and/or sign prescriptions  
22 for Oxycontin for recruited patients who did not have Medicare or  
23 Medi-Cal coverage ("cash patients") and for patients who never  
24 actually visited the Clinic, in some cases pre-signing such  
25 prescriptions. These cash patients were frequently individuals  
26 whose identities had been stolen.

27 g. Defendants HALFON, GARRISON, BUDAGOVA, and co-  
28 conspirator Santiago would also write and/or sign medical notes

1 indicating that cash patients had been examined at the Clinic and  
2 required OxyContin for medical treatment, when in fact, as these  
3 defendants then well knew, the patients had not been seen at the  
4 Clinic on the date written in the medical notes and there was no  
5 medical basis for the prescriptions of OxyContin for these  
6 individuals.

7 h. One or more unknown co-conspirators would forge cash  
8 patients' signatures on forms authorizing the Clinic to obtain  
9 prescribed medications from pharmacies for them, without their  
10 presence, or forge documentation indicating that the patient was  
11 seen. These forms were maintained in the cash patient files at  
12 the Clinic.

13 i. Defendants ASHOT SANAMIAN, HOVANNISYAN, PULLAM, and  
14 co-conspirator Derderian, and other Runners would take recruited  
15 patients and signed authorization forms, along with the OxyContin  
16 prescriptions, to the Subject Pharmacies as well as other  
17 pharmacies.

18 j. Defendants YOON, LIM, CHO, NGUYEN, TRAN, and others  
19 known and unknown to the Grand Jury, would dispense or cause to  
20 be dispensed the OxyContin to defendants ASHOT SANAMIAN,  
21 HOVANNISYAN, co-conspirator Derderian, and other Runners, or to  
22 the recruited patients, who would in turn give the OxyContin to  
23 the Runners.

24 k. For cash patients, patients who had Medi-Cal only,  
25 and, in some instances, patients who had Medicare Part D  
26 coverage, defendants ASHOT SANAMIAN, HOVANNISYAN, co-conspirator  
27 Derderian, and other Runners would pay the pharmacy the retail  
28 price of the OxyContin, approximately \$900-\$1300 per

1 prescription, in cash. For some Medicare Part D patients,  
2 pharmacists dispensed the OxyContin, including defendants YOON,  
3 LIM, CHO, and NGUYEN, and the pharmacies billed the patients'  
4 PDP. For those patients, defendants ASHOT SANAMIAN, HOVANNISYAN,  
5 co-conspirator Derderian, and the other Runners would either pay  
6 the co-payment amount or obtain the OxyContin without charge.

7 1. Clinic employees, including defendants Mikaelian and  
8 ANJELIKA SANAMIAN, were also prescribed OxyContin by the Clinic's  
9 doctors and these prescriptions were filled by paying cash at the  
10 Subject Pharmacies.

11 m. However, to conceal the full extent of their  
12 OxyContin sales, pharmacies owned and/or operated by defendants  
13 YOON, LIM, CHO, NGUYEN, and TRAN, would not always bill the PDP  
14 and would not report all the OxyContin prescriptions issued by  
15 the Clinic to CURES.

16 n. Once the OxyContin was dispensed, defendants ASHOT  
17 SANAMIAN, HOVANNISYAN, PULLAM, YOON, co-conspirator Derderian,  
18 and others known and unknown to the Grand Jury would give the  
19 OxyContin to defendant MIKAELIAN.

20 o. Defendant MIKAELIAN and others known and unknown to  
21 the Grand Jury would then sell the OxyContin for between  
22 approximately \$23 and \$27 per pill.

23 p. To dispose of cash proceeds generated from the sales  
24 of OxyContin without drawing scrutiny, defendant YOON deposited  
25 and caused to be deposited proceeds from the sales of OxyContin  
26 into bank accounts in amounts less than \$10,000 and, for at least  
27 one account then transferred the money into a Gemmel Pharmacy,  
28 Inc. bank account at a different bank.

1 q. To dispose of cash proceeds generated from the  
2 proceeds of OxyContin without drawing scrutiny, defendants LIM,  
3 KHOU, NGUYEN, and would structure deposits of cash proceeds from  
4 the sale of OxyContin by regularly depositing the cash proceeds  
5 in amounts of \$10,000 or less to evade bank reporting  
6 requirements.

7 r. Defendants MIKAELIAN and ANGELIKA SANAMIAN would use  
8 proceeds from the sale of OxyContin to gamble at casinos, to  
9 purchase automobiles and jewelry, and to buy more OxyContin.

10 C. OVERT ACTS

11 57. In furtherance of the conspiracy, and to accomplish its  
12 object, defendants MIKAELIAN, ANJELIKA SANAMIAN, ASHOT SANAMIAN,  
13 HALFON, GARRISON, HOVANNISYAN, PULLAM, BUDAGOVA, YOON, LIM, KHOU,  
14 CHO, NGUYEN, and TRAN, along with co-conspirators Santiago,  
15 Derderian, and Smith, together with others known and unknown to  
16 the Grand Jury, committed and willfully caused others to commit  
17 the following overt acts, among others, in the Central District  
18 of California and elsewhere:

19 DEFENDANT MIKAELIAN

20 Overt Act No. 1: On or about November 2, 2009, defendant  
21 MILAELIAN knowingly diverted and sold 17 bottles of OxyContin  
22 80mg (approximately 1530 pills) to a confidential government  
23 informant ("CI-1").

24 Overt Act No. 2: On or about December 10, 2009, defendant  
25 MIKAELIAN knowingly diverted and sold five bottles of OxyContin  
26 80mg (approximately 450 pills) to CI-1.

27 Overt Act No. 3: On or about December 5, 2009, defendant  
28 MIKAELIAN inserted approximately \$31,300 in cash into slot

1 machines at San Manuel Bingo & Casino in Highland, California.

2 Overt Act No. 4: On or about January 18, 2010, defendant

3 MIKAELIAN inserted approximately \$33,400 in cash into slot

4 machines at San Manuel Bingo & Casino in Highland, California.

5 Overt Act No. 5: On or about February 10, 2010, defendant

6 MIKAELIAN inserted approximately \$24,820 in cash into slot

7 machines at San Manuel Bingo & Casino in Highland, California.

8 DEFENDANT ANJELIKA SANAMIAN

9 Overt Act No. 6: On or about November 21, 2008, defendant

10 ANJELIKA SANAMIAN obtained a Clinic prescription for OxyContin

11 for herself and caused St. Paul's to dispense 90 pills of

12 OxyContin 80 mg on that prescription.

13 Overt Act No. 7: On or about April 4, 2009, defendant

14 ANJELIKA SANAMIAN obtained a Clinic prescription for OxyContin

15 for herself and caused Mission Pharmacy to dispense 90 pills of

16 OxyContin 80 mg on that prescription.

17 Overt Act No. 8: On or about February 10, 2010, defendant

18 ANJELIKA SANAMIAN inserted approximately \$11,000 in cash into

19 slot machines at San Manuel Bingo & Casino in Highland,

20 California.

21 Overt Act No. 9: On or about February 26, 2010, defendant

22 ANJELIKA SANAMIAN inserted approximately \$50,540 in cash into

23 slot machines at Wynn Las Vegas in Las Vegas, Nevada.

24 DEFENDANT ASHOT SANAMIAN

25 Overt Act No. 10: On or about June 16, 2009, defendant

26 ASHOT SANAMIAN obtained 90 pills of OxyContin 80mg from Pacific

27 Side Pharmacy, in Huntington Beach, California, in the name of

28 recruited patient A.D.

1        Overt Act No. 11: On or about June 16, 2009, defendant  
2 ASHOT SANAMIAN obtained 90 pills of OxyContin 80mg from Med  
3 Center Pharmacy, in Van Nuys, California, in the name of  
4 recruited patient D.A.

5        Overt Act No. 12: On or about September 18, 2009, defendant  
6 ASHOT SANAMIAN paid approximately \$1,290 to Colonial Pharmacy for  
7 90 pills labeled OxyContin 80mg in the name of recruited patient  
8 J.T.

9        Overt Act No. 13: On or about September 18, 2009, defendant  
10 ASHOT SANAMIAN obtained 90 pills labeled OxyContin 80mg from  
11 Huntinton Pharmacy in San Marino, California, in the name of  
12 recruited patient D.O.

13        Overt Act No. 14: On or about September 18, 2009, defendant  
14 ASHOT SANAMIAN obtained 90 pills of OxyContin 80mg from Huntinton  
15 Pharmacy, San Marino, California, in the name of recruited  
16 patient A.A.

17 Co-Conspirator Santiago

18        Overt Act No. 15: On or about December 16, 2008, co-  
19 conspirator SANTIAGO issued a prescription for 90 pills of  
20 OxyContin 80mg in the name of recruited patient R.H.

21        Overt Act No. 16: On or about March 26, 2009, co-  
22 conspirator Santiago allowed a prescription for 90 pills of  
23 OxyContin 80mg in the name of recruited patient A.A. to be issued  
24 in co-conspirator Santiago's name and thereafter signed the  
25 patient's chart.

26 DEFENDANT GARRISON

27        Overt Act No. 17: On or about March 3, 2009, defendant  
28 GARRISON wrote medical notes in co-conspirator Derderian's

1 medical chart and prescribed, under co-conspirator Santiago's  
2 prescription, 90 pills of OxyContin 80mg in co-conspirator  
3 Derderian's name.

4 Overt Act No. 18: On or about March 26, 2009, defendant  
5 GARRISON wrote medical notes in recruited patient A.A.'s medical  
6 chart and prescribed, under co-conspirator Santiago's  
7 prescription, 90 pills of OxyContin 80mg in the name of recruited  
8 patient A.A.

9 Overt Act No. 19: On or about May 18, 2009, defendant  
10 GARRISON wrote medical notes in recruited patient R.H.'s medical  
11 chart and prescribed, under co-conspirator Santiago's  
12 prescription, 90 pills of OxyContin 80mg in the name of recruited  
13 patient R.H.

14 Overt Act No. 20: On or about August 3, 2009, defendant  
15 GARRISON wrote medical notes in recruited patient V.F.'s medical  
16 chart and prescribed, under co-conspirator Santiago's  
17 prescription, 90 pills of OxyContin 80mg in the name of recruited  
18 patient V.F.

19 Overt Act No. 21: On or about January 13, 2010, defendant  
20 GARRISON saw recruited patient C.P. and prescribed, under a  
21 Clinic doctor's prescription, 90 pills of OxyContin 80mg in the  
22 name of recruited patient C.P.

23 DEFENDANT HALFON

24 Overt Act No. 22: On or about April 16, 2009, defendant  
25 HALFON issued a prescription of 90 pills of OxyContin 80mg in the  
26 name of recruited patient G.G.

27 Overt Act No. 23: On or about June 23, 2009, defendant  
28 HALFON issued a prescription of 90 pills of OxyContin 80mg in the

1 name of recruited patient G.G.

2 Overt Act No. 24: On or about July 14, 2009, defendant  
3 HALFON issued a prescription of 90 pills of OxyContin 80mg in the  
4 name of recruited patient G.G.

5 DEFENDANT HOVANNISYAN

6 Overt Act No. 25: On or about September 28, 2009, defendant  
7 HOVANNISYAN picked up OxyContin at Mission Pharmacy and delivered  
8 the OxyContin to defendant MIKAELIAN.

9 Overt Act No. 26: On or about September 28, 2009, defendant  
10 HOVANNISYAN picked up OxyContin at Avalon Pharmacy in Wilmington,  
11 California, and delivered the OxyContin to defendant MIKAELIAN.

12 Overt Act No. 27: On or about October 26, 2009, defendant  
13 HOVANNISYAN picked up OxyContin dispensed in the names of  
14 recruited Clinic patients at Better Value Pharmacy, in West  
15 Covina, California, and delivered the OxyContin to defendant  
16 MIKAELIAN.

17 Overt Act No. 28: On a date unknown, but between in and  
18 about September 2008, and in and about May 2009, defendant  
19 HOVANNISYAN accompanied recruited patients to a pharmacy in order  
20 to obtain OxyContin.

21 Co-Conspirator Derderian

22 Overt Act No. 29: On a date unknown, but between in and  
23 about September 2008, and in and about May 2009, co-conspirator  
24 Derderian accompanied recruited patients to a pharmacy in order  
25 to obtain OxyContin.

26 DEFENDANT PULLAM

27 Overt Act No. 30: On or about December 8, 2008, defendant  
28 PULLAM obtained a prescription in his own name for 90 pills of

1 OxyContin 80mg from co-conspirator Santiago.

2 Overt Act No. 31: On or about January 7, 2009, defendant  
3 PULLAM obtained a prescription in his own name for 90 pills of  
4 OxyContin 80mg strength from co-conspirator Santiago.

5 Overt Act No. 32: On or about January 13, 2010, defendant  
6 PULLAM paid recruited patient C.P. \$300 for 90 pills of OxyContin  
7 80mg.

8 Co-Conspirator Smith

9 Overt Act No. 33: On or about January 13, 2010, co-  
10 conspirator Smith offered to pay recruited patient C.P. \$500 to  
11 obtain a prescription for OxyContin using patient C.P.'s Medicare  
12 Part D coverage.

13 Overt Act No. 34: On or about January 13, 2010, co-  
14 conspirator Smith wrote "back pain" on recruited patient C.P.'s  
15 medical intake form at the Clinic.

16 Overt Act No. 35: On or about June 18, 2009, co-conspirator  
17 Smith offered to pay recruited patient E.D. \$30 to go to the  
18 Clinic and receive a prescription for OxyContin.

19 Overt Act No. 36: On or about December 16, 2008, co-  
20 conspirator Smith offered to pay recruited patient R.H. between  
21 \$50 and \$100 to go to the Clinic and receive a prescription for  
22 OxyContin.

23 DEFENDANT BUDAGOVA

24 Overt Act Nos. 37-41: On or about July 6, 2009, August 5,  
25 2009, September 1, 2009, September 29, 2009, and October 19,  
26 2009, defendant BUDAGOVA wrote fabricated information in  
27 recruited patient L.H.'s medical chart.

28 Overt Act Nos. 42-43: On or about April 6, 2009, and August

1 20, 2009, defendant BUDAGOVA wrote fabricated information in  
2 recruited patient R.H.'s medical chart.

3 Overt Act Nos. 44-46: On or about June 16, 2009, July 27,  
4 2009, and August 24, 2009, defendant BUDAGOVA wrote fabricated  
5 information in recruited patient G.M.'s medical chart.

6 Overt Act Nos. 47-48: On or about September 14, 2009, and  
7 October 13, 2009, defendant BUDAGOVA wrote fabricated information  
8 in recruited patient E.D.'s medical chart.

9 DEFENDANT YOON

10 Overt Act No. 49: On or about June 28, 2009, defendant YOON  
11 dispensed or caused to be dispensed 90 pills of OxyContin 80mg in  
12 the name of recruited patient G.G.

13 Overt Act No. 50: Between on or about June 30, 2009, and on  
14 or about October 19, 2009, defendant YOON dispensed or caused to  
15 be dispensed five bottles of 90 pills each of OxyContin 80mg to  
16 defendant MIKAELIAN.

17 Overt Act No. 51: Between on or about August 30, 2009, and  
18 on or about September 17, 2009, defendant YOON dispensed or  
19 caused to be dispensed three bottles of 90 pills each of  
20 OxyContin 80mg to co-conspirator Smith.

21 Overt Act No. 52: Between on or about September 18, 2009,  
22 and on or about December 23, 2009, defendant YOON dispensed or  
23 caused to be dispensed four bottles of 90 pills each of OxyContin  
24 80mg in the name of recruited patient E.D.

25 Overt Act No. 53: On or about November 11, 2009, defendant  
26 YOON knowingly dispensed or caused to be dispensed 90 pills each  
27 of OxyContin 80mg to defendant MEKTERYAN.

28 Overt Act No. 54: On or about November 12, 2009, defendant

1 YOON dispensed or caused to be dispensed 90 pills each of  
2 OxyContin 80mg to defendant HOVANNISYAN.

3 Overt Act No. 55: On or about September 14, 2009, defendant  
4 YOON wrote check number 10004 payable to Gemmel Pharmacy, Inc. in  
5 the amount of \$28,000 from Nara Account 1.

6 Overt Act No. 56: On or about September 14, 2009, defendant  
7 YOON deposited or caused to be deposited check number 10004  
8 payable to Gemmel Pharmacy, Inc. in the amount of \$28,000 from  
9 Nara Account 1 into Wilshire Account 1.

10 Overt Act No. 57: On or about September 22, 2009, defendant  
11 YOON wrote check number 10001 payable to Gemmel Pharmacy, Inc. in  
12 the amount of \$14,000 from Nara Account 1.

13 Overt Act No. 58: On or about September 22, 2009, defendant  
14 YOON deposited or caused to be deposited check number 10001  
15 payable to Gemmel Pharmacy, Inc. in the amount of \$14,000 from  
16 Nara Account 1 into Wilshire Account 1.

17 Overt Act No. 59: On or about October 22, 2009, defendant  
18 YOON wrote check number 10005 payable to Gemmel Pharmacy, Inc. in  
19 the amount of \$17,000 from Nara Account 1.

20 Overt Act No. 60: On or about October 23, 2009, defendant  
21 YOON deposited or caused to be deposited check number 10005  
22 payable to Gemmel Pharmacy, Inc. in the amount of \$17,000 from  
23 Nara Account 1 into Wilshire Account 1.

24 Overt Act No. 61: On or about December 8, 2009, defendant  
25 YOON wrote check number 10010 payable to Gemmel Pharmacy, Inc. in  
26 the amount of \$13,000 from Nara Account 1.

27 Overt Act No. 62: On or about December 8, 2009, defendant  
28 YOON deposited or caused to be deposited check number 10010

1 payable to Gemmel Pharmacy, Inc. in the amount of \$13,000 from  
2 Nara Account 1 into Wilshire Account 1.

3 DEFENDANT LIM

4 Overt Act Nos. 63-65: On or about July 17, 2009, August 21,  
5 2009, and September 18, 2009, defendant LIM dispensed or caused  
6 to be dispensed three bottles of 90 pills each of OxyContin 80mg  
7 in the name of recruited patient G.G.

8 Overt Act Nos 66-67: On or about July 27, 2009, and  
9 September 18, 2009, defendant LIM dispensed or caused to be  
10 dispensed two bottles of 90 pills each of OxyContin 80mg in the  
11 name of recruited patient A.A.

12 Overt Act Nos. 68-69: On or about July 28, 2009, and  
13 September 18, 2009, defendant LIM dispensed or caused to be  
14 dispensed two bottles of 90 pills each of OxyContin 80mg in the  
15 name of recruited patient D.O.

16 Overt Act No. 70: On or about November 27, 2009, defendant  
17 LIM dispensed or caused to be dispensed 90 pills of OxyContin  
18 80mg in the name of recruited patient D.P.

19 DEFENDANT KHOU

20 Overt Act No. 71: On or about August 4, 2009, defendant  
21 KHOU made or caused two separate deposits of cash in the amounts  
22 of \$1,662 and \$9,000 into Chase Account 1.

23 Overt Act No. 72: On or about August 5, 2009, defendant  
24 KHOU made or caused three separate deposits of cash in the  
25 amounts \$2,377, \$8,000, and \$8,040 into Chase Account 1.

26 Overt Act No. 73: On or about August 6, 2009, defendant  
27 KHOU made or caused three separate deposits of cash in the  
28 amounts of \$2,000, \$2,726, and \$8,000 into Chase Account 1.

1 Overt Act No. 74: On or about September 5, 2009, defendant  
2 KHOU made or caused four separate deposits of cash in the amounts  
3 of \$3,741 and \$9,000 into Chase Account 1, \$9,000 into Chase  
4 Account 2, and \$7,000 into Chase Account 3.

5 Overt Act No. 75: On or about September 24, 2009, defendant  
6 KHOU made or caused two separate deposits of cash in the amounts  
7 of \$9,000 into Chase Account 1 and \$9,000 into Chase Account 2.

8 Overt Act No. 76: On or about September 25, 2009, defendant  
9 KHOU deposited or caused to be deposited cash in the amount of  
10 \$9,000 into Chase Account 1.

11 Overt Act No. 77: On or about September 26, 2009, defendant  
12 KHOU made or caused three separate cash deposits in the amounts  
13 of \$4,000 and \$4,320 into Chase Account 1 and \$9,000 into Chase  
14 Account 2.

15 Overt Act No. 78: On or about October 13, 2009, defendant  
16 KHOU deposited or caused to be deposited cash in the amount of  
17 \$9,000 into HSBC Account 1.

18 Overt Act No. 79: On or about October 14, 2009, defendant  
19 KHOU deposited or caused to be deposited cash in the amount of  
20 \$9,000 into HSBC Account 1.

21 Overt Act No. 80: On or about October 15, 2009, defendant  
22 KHOU deposited or caused to be deposited cash in the amount of  
23 \$9,000 into HSBC Account 1.

24 Overt Act No. 81: On or about October 16, 2009, defendant  
25 KHOU deposited or caused to be deposited cash in the amount of  
26 \$9,800 into HSBC Account 1.

27 DEFENDANT CHO

28 Overt Act No. 82-86: On or about July 15, 2009, August 11,

1 2009, August 21, 2009, September 18, 2009, and November 18, 2009,  
2 defendant CHO dispensed or caused to be dispensed five bottles of  
3 90 pills each of OxyContin 80mg strength to recruited patient  
4 R.H.

5 Overt Act No. 87-91: On or about July 6, 2009, August 6,  
6 2009, September 1, 2009, September 28, 2009, and November 18,  
7 2009, defendant CHO dispensed or caused to be dispensed five  
8 bottles of 90 pills each of OxyContin 80mg strength to recruited  
9 patient J.M.

10 Overt Act No. 92-96: On or about July 10, 2009, August 6,  
11 2009, September 1, 2009, September 28, 2009, and November 18,  
12 2009, defendant CHO dispensed or caused to be dispensed five  
13 bottles of 90 pills each of OxyContin 80mg to recruited patient  
14 T.M.

15 Overt Act No. 97: On or about August 18, 2009, defendant  
16 CHO dispensed or caused to be dispensed one bottle of 90 pills  
17 each of OxyContin 80mg strength to recruited patient E.D.

18 DEFENDANT NGUYEN

19 Overt Act No. 98: On or about November 21, 2008, defendant  
20 NGUYEN dispensed or caused to be dispensed 90 pills of OxyContin  
21 80mg to defendant MIKAELIAN.

22 Overt Act No. 99: On or about November 21, 2008, defendant  
23 NGUYEN dispensed or caused to be dispensed 90 pills of OxyContin  
24 80mg to defendant ANJELIKA SANAMIAN.

25 Overt Act No. 100-104: On or about March 20, 2009, April 16,  
26 2009, June 23, 2009, July 16, 2009, and August 27, 2009,  
27 defendant NGUYEN dispensed or caused to be dispensed five bottles  
28 of 90 pills of OxyContin 80mg to recruited patient G.G.

1 Overt Act No. 105: On or about January 28, 2009, defendant  
2 NGUYEN made or caused two separate deposits of cash in the amount  
3 of \$10,000 into Bank of America Account 1 and \$10,000 into Bank  
4 of America Account 2.

5 Overt Act No. 106: On or about August 19, 2009, defendant  
6 NGUYEN made or caused two separate deposits of cash in the  
7 amounts \$9,000 and \$10,000 into Bank of America Account 1.

8 DEFENDANT TRAN

9 Overt Act No. 107: On or about December 4, 2008, defendant  
10 TRAN dispensed or caused to be dispensed 90 pills of OxyContin  
11 80mg to recruited patient B.H.

12 Overt Act No. 108-111: On or about March 26, 2009, May 30,  
13 2009, June 25, 2009, and July 17, 2009, defendant TRAN dispensed  
14 or caused to be dispensed four bottles of 90 pills each of  
15 OxyContin 80mg strength to defendant HOVANNISYAN.

16 Overt Act No. 112-114: On or about November 8, 2008, April  
17 4, 2009, and July 2, 2009, defendant TRAN dispensed or caused to  
18 be dispensed three bottles of 90 pills each of OxyContin 80mg to  
19 defendant ANGELIKA SANAMIAN.

20 Overt Act No. 115-116: On or about December 19, 2008 and  
21 April 6, 2009, defendant TRAN dispensed or caused to be dispensed  
22 two bottles of 90 pills each of OxyContin 80mg to defendant  
23 MIKAELIAN.

24 Overt Act No. 117: On or about April 2, 2009, defendant TRAN  
25 dispensed or caused to be dispensed one bottle of 90 pills of  
26 OxyContin 80mg to co-conspirator Derderian.

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1 ANJELIKA SANAMIAN as the contact person and A & A as the billing  
2 entity for Santiago and other Clinic doctors.

3 d. Co-conspirator Santiago and others at the Clinic would  
4 write orders for unnecessary medical tests and procedures for the  
5 recruited patient who were Medicare and Medi-Cal beneficiaries.

6 e. Unknown individuals at the Clinic would perform tests  
7 on recruited patients before any medical examination was  
8 conducted or following a cursory examination that did not provide  
9 a basis for performing the tests.

10 f. Defendant MEKTERYAN would perform unnecessary  
11 ultrasound tests on recruited patients.

12 g. Defendants ANJELIKA SANAMIAN, MEKTERYAN, BUDAGOVA, and  
13 co-conspirator Shishalovsky would create false clinical records  
14 to make it appear as if legitimate and necessary medical services  
15 had been performed on the recruited patients.

16 h. Defendant ANJELIKA SANAMIAN, through A & A, would  
17 submit false and fraudulent claims to Medicare and Medi-Cal  
18 related to the recruited patients for medical services that were  
19 not medically necessary and/or not performed as represented in  
20 the claims, including:

21 i. Claims for office visits with physicians that  
22 either did not take place or were shorter and more superficial  
23 than represented in the claims;

24 ii. Claims for NCVs, electrocardiograms,  
25 ultrasounds, and other tests and procedures that were not in fact  
26 performed:

27 iii. Claims for ultrasounds purportedly performed  
28 one or a few days apart, on dates when the beneficiary was not in

1 fact at the Clinic to be tested.

2 iv. Claims for tests and procedures that had not  
3 been ordered by a physician.

4 i. Medicare Part B and Medi-Cal would pay some of the false  
5 and fraudulent claims.

6 C. OVERT ACTS

7 61. In furtherance of the conspiracy, and to accomplish its  
8 object, defendants ANJELIKA SANAMIAN, SUAREZ, BUDAGOVA, and  
9 MEKTERYAN, together with co-conspirators Santiago and  
10 Shishalovsky and others known and unknown to the Grand Jury,  
11 committed and willfully caused others to commit Overt Act Nos. 35  
12 through 48 as set forth in paragraph 57 of this Indictment, and  
13 the following overt acts, among others, in the Central District  
14 of California and elsewhere:

15 Recruited Patient B.H.

16 Overt Act No. 117: On or about April 12, 2009, co-  
17 conspirator Shishalovsky confirmed recruited patient B.H.'s  
18 Medicare and Medi-Cal eligibility.

19 Overt Act No. 118: On or about April 29, 2009, defendant  
20 ANJELIKA SANAMIAN submitted a claim to Medicare for services  
21 allegedly provided to recruited patient B.H. on March 5, 2009,  
22 specifically, a Level 3 (approximately 30 minute face-to-face)  
23 office visit with co-defendant Halfon, a duplex scan, and  
24 venipuncture.

25 Recruited Patient D.P.

26 Overt Act No. 119: On or about June 25, 2009, co-  
27 conspirator Shishalovsky confirmed recruited patient D.P.'s  
28 Medicare and Medi-Cal eligibility.

1        Overt Act No. 120: On or about July 7, 2009, defendant  
2 ANJELIKA SANAMIAN submitted a claim to Medicare for services  
3 allegedly provided to recruited patient D.P. on June 25, 2009,  
4 including a Level 3 office visit with defendant HALFON, a duplex  
5 scan ultrasound, an ECG, and an NCV.

6        Overt Act No. 121: On or before July 7, 2009, defendant  
7 ANJELIKA SANAMIAN submitted a claim to Medicare for services  
8 allegedly provided to recruited patient D.P. on June 26, 2009,  
9 specifically, a duplex scan (lower) ultrasound test.

10       Overt Act No. 122: On or about September 1, 2009, defendant  
11 ANJELIKA SANAMIAN submitted a claim to Medicare for services  
12 allegedly provided to recruited patient D.P. on August 27, 2009,  
13 including a Level 3 office visit with defendant HALFON, an  
14 amplitude and latency study, and an NCV.

15 Recruited Patient E.D.

16       Overt Act No. 123: On or about June 18, 2009, co-  
17 conspirator Shishalovsky confirmed recruited patient E.D.'s Medi-  
18 Cal eligibility.

19       Overt Act No. 124: On or before July 13, 2009, defendant  
20 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
21 allegedly provided to recruited patient E.D. on June 18, 2009,  
22 including a Level 3 office visit with co-conspirator Santiago, an  
23 EKG, ultrasounds and a breathing capacity test.

24       Overt Act No. 125: On or before July 13, 2009, defendant  
25 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
26 allegedly provided to recruited patient E.D. on June 19, 2009,  
27 including an NCV.

28       Overt Act No. 126: On or before September 8, 2009,

1 defendant ANJELIKA SANAMIAN submitted a claim to Medi-Cal for  
2 services allegedly provided to recruited patient E.D. on August  
3 14, 2009, including a Level 3 office visit with co-conspirator  
4 Santiago, an EKG, and pulmonary function tests.

5 Overt Act No. 127: On or about September 14, 2009,  
6 defendant MEKTERYAN created or altered an ultrasound test result  
7 for recruited patient E.D.

8 Overt Act No. 128: On or about September 14, 2009,  
9 defendant BUDAGOVA wrote fabricated information in recruited  
10 patient E.D.'s medical chart.

11 Overt Act No. 129: On or before October 5, 2009, defendant  
12 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
13 allegedly provided to recruited patient E.D. on September 14,  
14 2009, specifically, a Level 3 office visit with co-conspirator  
15 Santiago, and an extremity study (ultrasound).

16 Overt Act No. 130: On or before October 5, 2009, defendant  
17 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
18 allegedly provided to recruited patient E.D. on September 15,  
19 2009, specifically an extremity study (ultrasound).

20 Overt Act No. 131: On or about October 13, 2009, defendant  
21 BUDAGOVA wrote fabricated information in recruited patient E.D.'s  
22 medical chart.

23 Overt Act No. 132: On or before November 9, 2009, defendant  
24 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
25 allegedly provided to recruited patient E.D. on October 13, 2009,  
26 specifically an extremity study (ultrasound).

27 Recruited Patient R.H.

28 Overt Act No. 133: On or about January 8, 2009, co-

1 conspirator Shishalovsky confirmed recruited patient R.H.'s  
2 Medi-Cal eligibility.

3 Overt Act No. 134: On or before March 16, 2009, defendant  
4 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
5 allegedly provided to recruited patient R.H. on March 3, 2009,  
6 including a Level 3 office visit with co-conspirator Santiago.

7 Overt Act No. 135: On or about April 6, 2009, co-  
8 conspirator Santiago approved the ordering of an NCV for  
9 recruited patient R.H., a Medi-Cal beneficiary.

10 Overt Act No. 136: On or about April 6, 2009, defendant  
11 BUDAGOVA wrote fabricated information in recruited patient R.H.'s  
12 medical chart.

13 Overt Act No. 137: On or before April 27, 2009, defendant  
14 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
15 allegedly provided to recruited patient R.H. on April 6, 2009,  
16 specifically, a Level 3 office visit with co-conspirator  
17 Santiago, an NCV, and ultrasound tests.

18 Overt Act No. 138: On or before April 27, 2009, defendant  
19 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
20 allegedly provided to recruited patient R.H. on April 7, 2009,  
21 specifically a visceral vascular study.

22 Overt Act No. 139: On or about August 20, 2009, defendant  
23 BUDAGOVA wrote fabricated information in recruited patient R.H.'s  
24 medical chart.

25 Overt Act No. 140: On or before September 8, 2009,  
26 defendant ANJELIKA SANAMIAN submitted a claim to Medi-Cal for  
27 services allegedly provided to recruited patient R.H. on August  
28 20, 2009, specifically, a lower extremity study (ultrasound).

1 Recruited Patient L.H.

2 Overt Act No. 141: On or about June 9, 2009, defendant  
3 MEKTERYAN created or altered an ultrasound test result for  
4 recruited patient L.H.

5 Overt Act No. 142: On or before October 5, 2009, defendant  
6 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
7 allegedly provided to recruited patient L.H. on June 9, 2009,  
8 including Level 3 office visit with co-conspirator Santiago, an  
9 EKG, and extremity study (ultrasound).

10 Overt Act No. 143: On or before October 5, 2009, defendant  
11 ANJELIKA SANAMIAN submitted a claim to Medi-Cal for services  
12 allegedly provided to recruited patient L.H. on June 10, 2009,  
13 specifically, an extremity study (ultrasound).

14 Additional Acts

15 Overt Act No. 144: On or about August 19, 2009, defendant  
16 SUAREZ promised a confidential government informant (hereinafter  
17 "CI2"), a Medi-Cal beneficiary, \$30 to go to the Clinic for  
18 unnecessary medical care.

19 Overt Act No. 145: On or about September 29, 2009,  
20 defendant SUAREZ informed an undercover officer that defendant  
21 SUAREZ would pay the undercover officer \$10 for each "patient"  
22 profile the undercover officer referred to the Clinic and \$40 for  
23 the use of the undercover officer's Medi-Cal card.

24 Overt Act No. 146: On or about May 8, 2009, co-conspirator  
25 Smith promised recruited patient R.B., a Medi-Cal beneficiary,  
26 \$25 to go to the Clinic.

27 Overt Act No. 147: On or about May 8, 2009, co-conspirator  
28 Smith instructed recruited patient R.B., a Medi-Cal beneficiary,

1 to "come back" to the Clinic another time for more money.

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1 and/or operated by defendants YOON, LIM, CHO, and NGUYEN.

2 b. The pharmacies, including the Gemmel Pharmacies,  
3 Better Value Pharmacy, Huntington Pharmacy, and St. Paul's  
4 Pharmacy, owned and/or operated by defendants YOON, LIM, CHO, and  
5 NGUYEN, would submit or cause to be submitted claims to the PDPs  
6 for the OxyContin they dispensed to fill the prescriptions.

7 c. The PDPs and Medicare Part D would pay some of the  
8 claims submitted.

9 C. OVERT ACTS

10 65. In furtherance of the conspiracy, and to accomplish its  
11 object, defendants MIKAELIAN, ASHOT SANAMIAN, HOVANNISYAN,  
12 PULLAM, YOON, LIM, CHO, NGUYEN, together with co-conspirators  
13 Dardarian and Smith, and others known and unknown to the Grand  
14 Jury, committed and willfully caused others to commit Overt Act  
15 Nos. 28 and 29, 33, and 35 through 48, 117 and 119, as set forth  
16 in paragraphs 57 and 61, of this First Superseding Indictment and  
17 the following overt acts, among others, in the Central District  
18 of California and elsewhere:

19 Overt Act No. 148: On an unknown date after August 2008,  
20 and before on or about May 6, 2009, defendant MIKAELIAN paid  
21 B.H., a recruited Medicare/Medi-Cal patient, \$400 in order to  
22 obtain a prescription for OxyContin.

23 Overt Act No. 149: On or about December 12, 2008, defendant  
24 NGUYEN dispensed or caused to be dispensed from St. Paul's 90  
25 pills of OxyContin 80mg to recruited Medicare Part D beneficiary  
26 D.P.

27 Overt Act No. 150: On or about December 18, 2008, defendant  
28 NGUYEN dispensed or caused to be dispensed 90 pills of OxyContin

1 80mg to recruited Medicare Part D beneficiary B.H.

2 Overt Act Nos. 151-153: On or about May 4, 2009, June 3,  
3 2009, and July 2, 2009, defendant YOON dispensed or caused to be  
4 dispensed from Better Value three bottles of 90 pills each of  
5 OxyContin 80mg to recruited Medicare Part D beneficiary S.D.

6 Overt Act No. 154: On or about July 2, 2009, defendant LIM  
7 dispensed or caused to be dispensed from Huntington Pharmacy 90  
8 pills of OxyContin 80mg to recruited Medicare Part D beneficiary  
9 D.N.

10 Overt Act No. 155: On or about September 18, 2009,  
11 defendant ASHOT SANAMIAN provided Colonial Pharmacy, in Arcadia,  
12 California, with multiple PDP cards and other identifying  
13 information belonging to recruited patients at the Clinic.

14 Overt Act Nos. 156-157: On or about October 29, 2009 and  
15 December 9, 2009, defendant CHO dispensed or caused to be  
16 dispensed from B&B Pharmacy 90 pills of OxyContin 80mg strength  
17 to Medicare Part D beneficiary L.J.

18 Overt Act No. 158: On or about January 13, 2010, defendant  
19 PULLAM paid recruited patient C.P. \$7 to cover recruited patient  
20 C.P.'s Medicare Part D co-payment.

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COUNTS FOUR THROUGH NINE

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

66. The Grand Jury hereby repeats and re-alleges paragraph 1 through 53, 56, and Overt Act Nos. 63 through 81 of paragraph 57 of this First Superseding Indictment, as though fully set forth herein.

67. 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 Chase Bank, a domestic financial institution, 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:

COUNT	DATE	TRANSACTION
FOUR	08/04/2009	Cash deposits in the amounts of \$1,662 and \$9,000 into Chase Account 1
FIVE	08/05/2009	Cash deposits in the amounts of \$2,377, \$8,000, and \$8,040 into Chase Account 1
SIX	08/06/2009	Cash deposits in the amounts of \$2,000, \$2,726, and \$8,000 into Chase Account 1
SEVEN	09/05/2009	Cash deposits in the amounts of \$3,741 and \$9,000 into Chase Account 1, \$9,000 into Chase Account 2, and \$7,000 into Chase Account 3
EIGHT	09/24/2009	Cash deposits in the amounts of \$9,000 into Chase Account 1 and \$9,000 into Chase Account 2

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<u>COUNT</u>	<u>DATE</u>	<u>TRANSACTION</u>
NINE	09/26/2009	Cash deposits in the amounts of \$4,000 and \$4,320 into Chase Account 1 and \$9,000 into Chase Account 2

COUNTS TEN THROUGH FOURTEEN

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

68. The Grand Jury hereby repeats and re-alleges paragraph 1 through 53, 56, and Overt Act Nos. 98 through 106 of paragraph 57 of this First Superseding Indictment, as though fully set forth herein.

69. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant NGUYEN, aided and abetted by others known and unknown to the Grand Jury, 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 Bank of America, a domestic financial institution, 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:

COUNT	DATE	TRANSACTION
TEN	01/28/2009	Cash deposits in the amounts of \$10,000 into Bank of America Account 1 and \$10,000 into Bank of America Account 2
ELEVEN	06/02/2009	Cash deposits in the amounts of \$10,000 into Bank of America Account 1 and \$9,500 into Bank of America Account 2
TWELVE	06/03/2009	Cash deposits in the amounts of \$9,000 and \$10,000 into Bank of America Account 1
THIRTEEN	07/28/2009	Cash deposits in the amounts of \$10,000, \$10,000, and \$4,550 into Bank of America Account 1

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<u>COUNT</u>	<u>DATE</u>	<u>TRANSACTION</u>
FOURTEEN	08/19/2009	Cash deposits in the amounts of \$9,000 and \$10,000 into Bank of America Account 1

COUNTS FIFTEEN THROUGH TWENTY-TWO

[18 U.S.C. §§ 1957(a), 2]

70. The Grand Jury hereby repeats and re-alleges paragraph i through 53, 56, and Overt Act Nos. 49 and 62 of paragraph 57 of this First Superseding Indictment, as though fully set forth herein.

71. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant YOON, together with others known and unknown to the Grand Jury, knowing that the funds involved represented the proceeds of some form of unlawful activity, knowingly conducted, attempted to conduct, and 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, the distribution and diversion of oxycodone in the form of OxyContin, a Schedule II narcotic drug, in violation of Title 18, United States Code Sections 841(a)(1), and 841(b)(1)(C):

COUNT	DATE	MONETARY TRANSACTION
FIFTEEN	09/14/2009	Withdrawal of \$28,000 from Nara Account 1 by means of Check #10004 payable to Gemmel Pharmacy, Inc.
SIXTEEN	09/22/2009	Withdrawal of \$24,000 from Nara Account 1 by means of Check #10001 payable to Gemmel Pharmacy, Inc.
SEVENTEEN	10/22/2009	Withdrawal of \$17,000 from Nara Account 1 by means of Check #10005 payable to Gemmel Pharmacy, Inc.
EIGHTEEN	12/08/2009	Withdrawal of \$13,000 from Nara Account 1 by means of Check #10010 payable to Gemmel Pharmacy, Inc.

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<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
NINETEEN	01/06/2010	Withdrawal of \$13,000 from Nara Account 1 by means of Check #10013 payable to Gemmel, Inc.
TWENTY	01/21/2010	Withdrawal of \$23,000 from Nara Account 1 by means of Check #10014 payable to Gemmel Pharmacy, Inc.
TWENTY-ONE	01/28/2010	Withdrawal of \$17,000 from Nara Account 1 by means of Check #10015 payable to Gemmel Pharmacy, Inc.
TWENTY-TWO	02/12/2010	Withdrawal of \$21,000 from Nara Account 1 by means of Check #10016 payable to Gemmel Pharmacy, Inc.

COUNTS TWENTY-THREE THROUGH TWENTY-SIX

[18 U.S.C. §§ 1957(a), 2]

72. The Grand Jury hereby repeats and re-alleges paragraph 1 through 53, 56, and Overt Act Nos. 1 and 5 of paragraph 57 of this First Superseding Indictment, as though fully set forth herein.

73. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant MIKABELIAN, together with others known and unknown to the Grand Jury, knowing that the funds involved represented the proceeds of some form of unlawful activity, knowingly conducted, attempted to conduct, and 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 the distribution and diversion of oxycodone in the form of OxyContin, a Schedule II narcotic drug, in violation of Title 18, United States Code Sections 841(a)(1), and 841(b)(1)(C):

COUNT	DATE	MONETARY TRANSACTION
TWENTY-THREE	02/23/2010	\$63,000 cash payment to Keyes Audi in Van Nuys, California
TWENTY-FOUR	04/09/2010	\$40,000 cash payment to Rusnack Pasadena in Pasadena, California
TWENTY-FIVE	04/19/2010	\$25,000 cash payment to Rusnack Pasadena in Pasadena, California
TWENTY-SIX	04/20/2010	\$44,500 cash payment to Rusnack Pasadena in Pasadena, California

FORFEITURE ALLEGATION I

[21 U.S.C. § 853]

[Conspiracy to Distribute Controlled Substances]

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4 1. The Grand Jury incorporates and realleges all of the  
5 allegations contained in the Introductory Allegations and Count  
6 One above as though fully set forth in their entirety here for  
7 the purpose of alleging forfeiture pursuant to the provisions of  
8 Title 21, United States Code, Section 853.

9 2. Each defendant convicted under Count One of this First  
10 Superseding Indictment shall forfeit to the United States the  
11 following property:

12 a. All right, title, and interest in any and all  
13 property --

14 (1) constituting, or derived from, any proceeds  
15 obtained, directly or indirectly, as a result of any such  
16 offense;

17 (2) any property used, or intended to be used, in  
18 any manner or part, to commit, or to facilitate the commission of  
19 any such offense; and

20 b. A sum of money equal to the total value of the  
21 property described in paragraph 2.a. If more than one defendant  
22 is found guilty of Count One, each such defendant shall be  
23 jointly and severally liable for the entire amount ordered  
24 forfeited pursuant to that count.

25 3. Pursuant to Title 21, United States Code, Section  
26 853(p), each defendant shall forfeit substitute property, up to  
27 the value of the total amount described in paragraph 2, if, as  
28 the result of any act or omission of said defendant, the property

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

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FORFEITURE ALLEGATION II

[18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c); 21 U.S.C. § 853]

[Conspiracy to Commit Healthcare Fraud]

1. The Grand Jury incorporates and realleges all of the allegations contained in the Introductory Allegations and Counts Two and Three above as though fully set forth in their entirety here for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C); Title 28, United States Code, Section 2461(c); and Title 21, United States Code, Section 853.

2. Each defendant convicted of any of the offenses charged in Counts Two or Three of this First Superseding Indictment, shall forfeit to the United States the following property:

a. All right, title, and interest in any and all property, real or personal, which constitutes or is derived from proceeds traceable to such offenses; and

b. A sum of money equal to the total amount of proceeds derived from each such offense for which the defendant is convicted. If more than one defendant is found guilty of Counts Two or Three, each such defendant shall be jointly and severally liable for the entire amount ordered forfeited pursuant to that count.

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section

1 2461(c), each defendant shall forfeit substitute property, up to  
2 the total value of the property described in paragraph 2 above,  
3 if, by any act or omission of said defendant, the property  
4 described in paragraph 2, or any portion thereof, (a) cannot be  
5 located upon the exercise of due diligence; (b) has been  
6 transferred or sold to, or deposited with, a third party; (c) has  
7 been placed beyond the jurisdiction of the court; (d) has been  
8 substantially diminished in value; or (e) has been commingled  
9 with other property that cannot be divided without difficulty.  
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FORFEITURE ALLEGATION III

[31 U.S.C. § 5317]

[Structuring]

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4 1. The Grand Jury incorporates and realleges all of the  
5 allegations contained in the Introductory Allegations and Counts  
6 Four through Fourteen above as though fully set forth in their  
7 entirety here for the purpose of alleging forfeiture pursuant to  
8 the provisions of Title 31, United States Code, Section 5317.  
9

10 2. Defendants LIM, KHOU, and NGUYEN, if convicted of any of  
11 the offenses charged in Counts Four through Fourteen of this  
12 First Superseding Indictment, shall forfeit to the United States  
13 the following property:  
14

15 a. All right, title, and interest in any and all  
16 property involved in the offense committed in violation of Title  
17 31, United States Code, Section 5324(a)(3), for which the  
18 defendant is convicted, and all property traceable to such  
19 property, including the following:

20 (1) all money or other property that was the  
21 subject of each transaction committed in violation of Title 31,  
22 United States Code, Section 5324(a)(3);  
23

24 (2) all property traceable to money or property  
25 described in paragraph 2.a.(1).

26 b. A sum of money equal to the total amount of money  
27 involved in the offense committed in violation of Title 31,  
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1 United States Code, Section 5324(a)(3), for which each defendant  
2 is convicted. If more than one defendant is found guilty of any  
3 counts Four through Fourteen, each such defendant shall be  
4 jointly and severally liable for the entire amount ordered  
5 forfeited pursuant to that count.

6  
7 3. Pursuant to Title 21, United States Code, Section  
8 853(p), as incorporated by Title 31, United States Code, Section  
9 5317, each defendant shall forfeit substitute property, up to the  
10 value of the total amount described in paragraph 2, if, as the  
11 result of any act or omission of said defendant, the property  
12 described in paragraph 2, or any portion thereof (a) cannot be  
13 located upon the exercise of due diligence; (b) has been  
14 transferred, sold to, or deposited with a third party; (c) has  
15 been placed beyond the jurisdiction of the court; (d) has been  
16 substantially diminished in value; or (e) has been commingled  
17 with other property which cannot be divided without difficulty.

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1 FORFEITURE ALLEGATION IV

2 [18 U.S.C. § 982(a)(1)]

3 [Money Laundering]

4 1. The Grand Jury incorporates and realleges all of the  
5 allegations contained in the Introductory Allegations and Counts  
6 Fifteen through Twenty-Six above as though fully set forth in  
7 their entirety here for the purpose of alleging forfeiture  
8 pursuant to the provisions of Title 18, United States Code,  
9 Section 982(a)(1).  
10

11 2. Defendants YOON and MIKAELIAN, if convicted of any of  
12 the offenses charged in Counts Fifteen through Twenty-Six of this  
13 First Superseding Indictment, shall forfeit to the United States  
14 the following property:  
15

16 a. All right, title, and interest in any and all  
17 property involved in each offense committed in violation of Title  
18 18, United States Code, Section 1957, or conspiracy to commit  
19 such offense, for which the defendant is convicted, and all  
20 property traceable to such property, including the following:  
21

22 (1) all money or other property that was the  
23 subject of each transaction committed in violation of Title 18,  
24 United States Code, Section 1957;

25 (2) all commissions, fees, and other property  
26 constituting proceeds obtained as a result of those violations;

27 (3) all property used in any manner or part to  
28

1 commit or to facilitate the commission of those violations; and

2 (4) all property traceable to money or property  
3 described in this paragraph 2.a.(1) to 2.a.(3).

4 b. A sum of money equal to the total amount of money  
5 involved in each offense committed in violation of Title 18,  
6 United States Code, Section 1957, or conspiracy to commit such  
7 offense, for which a defendant is convicted.  
8

9 3. Pursuant to Title 21, United States Code, Section  
10 853(p), as incorporated by Title 18, United States Code, Section  
11 982, each defendant shall forfeit substitute property, up to the  
12 total value of the property described in paragraph 2 above, if,  
13 by any act or omission of said defendant, the property described  
14 in paragraph 2, or any portion thereof, (a) cannot be located  
15 upon the exercise of due diligence; (b) has been transferred or  
16 sold to, or deposited with, a third party; (c) has been placed  
17 beyond the jurisdiction of the court;  
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1 (d) has been substantially diminished in value; or (e) has been  
2 commingled with other property that cannot be divided without  
3 difficulty.

4 A TRUE BILL

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6 151  
7 Foreperson

8 ANDRÉ BIROTTE JR.  
9 United States Attorney

10 

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

15 RICHARD E. ROBINSON  
16 Assistant United States Attorney  
17 Chief, Major Frauds Section

18 CONSUELO S. WOODHEAD  
19 Assistant United States Attorney  
20 Deputy Chief, Major Frauds Section

21 LANA MORTON-OWENS  
22 Assistant United States Attorney  
23 Major Frauds Section

24 GRANT B. GELBERG  
25 Special Assistant United States Attorney  
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27  
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 grant.gelberg@usdoj.gov

9 Attorneys for Plaintiff  
 10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

No. CR 11-922(A)-DDP (17)

14 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT  
THEANNA KHOU

15 v.

16 MIKE MIKAELIAN et al.,

17 Defendants.

18  
 19 1. This constitutes the plea agreement between THEANNA KHOU  
 20 ("defendant") and the United States Attorney's Office for the  
 21 Central District of California (the "USAO") in the above-captioned  
 22 case. This agreement is limited to the USAO and cannot bind any  
 23 other federal, state, local, or foreign prosecuting, enforcement,  
 24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:  
 27 a) At the earliest opportunity requested by the USAO and  
 28 provided by the Court, appear and plead guilty to counts Four

1 through Eight of the First Superseding Indictment in United States  
2 v. United States v. Mike Mikaelian, et al., CR No. 11-922(A)-DDP,  
3 which charge defendant with five counts of Structuring Transactions  
4 to Evade Reporting Requirements in violation of 31 U.S.C.  
5 § 5324(a)(3), (d).

6 b) Not contest facts agreed to in this agreement.

7 c) Abide by all agreements regarding sentencing  
8 contained in this agreement.

9 d) Appear for all court appearances, surrender as  
10 ordered for service of sentence, obey all conditions of any bond,  
11 and obey any other ongoing court order in this matter.

12 e) Not commit any crime; however, offenses that would be  
13 excluded for sentencing purposes under United States Sentencing  
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are  
15 not within the scope of this agreement.

16 f) Be truthful at all times with Pretrial Services, the  
17 United States Probation Office, and the Court.

18 g) Pay the applicable special assessments at or before  
19 the time of sentencing unless defendant lacks the ability to pay and  
20 prior to sentencing submits a completed financial statement on a  
21 form to be provided by the USAO.

22 h) Prior to sentencing, to execute all documentation  
23 necessary to permanently surrender her Pharmacy Technician License  
24 and not reapply for any Pharmacy related license in the future.

25 3. Defendant further agrees:

26 a) To disclose to law enforcement officials, at a date  
27 and time to be set by the USAO, the whereabouts of, defendant's  
28 ownership interest in, and all other information known to defendant

1 about, all monies, properties or assets of any kind derived from,  
2 acquired as a result of or used to facilitate the commission of  
3 defendant's illegal activities, and to forfeit all defendant's  
4 right, title, and interest in and to such items; and

5           b) To the entry as part of defendant's guilty pleas of a  
6 personal money judgment of forfeiture against defendant in the  
7 amount of \$105,826, which sum defendant admits represents structured  
8 funds in violation of 31 U.S.C. § 5324(a)(3). Defendant understands  
9 that the personal money judgment of forfeiture is part of  
10 defendant's sentence, and is separate from any fines, restitutions,  
11 costs or any other penalties the Court may impose;

12           c) To the Court's entry of an order of forfeiture at or  
13 before sentencing with respect to the personal money judgment of  
14 forfeiture. With respect to any criminal forfeiture relative to the  
15 personal money judgment of forfeiture which is ordered as a result  
16 of this plea agreement, defendant waives the requirements of Federal  
17 Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the  
18 forfeiture in the charging instrument, announcements of the  
19 forfeiture at sentencing, and incorporation of the forfeiture in the  
20 judgment. Defendant acknowledges that forfeiture is part of the  
21 sentence that may be imposed in this case and waives any failure by  
22 the Court to advise defendant of this, pursuant to Federal Rule of  
23 Criminal Procedure 11(b)(1)(J), at the time the Court accepts  
24 defendant's guilty pleas;

25           d) That the personal money judgment of forfeiture shall  
26 not be counted toward satisfaction of any special assessment, fine,  
27 restitution, costs or any other penalty the Court may impose; and  
28

1 e) To waive all constitutional and statutory challenges  
2 to the entry of the personal money judgment of forfeiture on any  
3 grounds, including any challenges based on the statute of  
4 limitations or the Excessive Fines Clause.

5 THE USAO'S OBLIGATIONS

6 4. The USAO agrees to:

7 a) Not contest facts agreed to in this agreement.

8 b) Abide by all agreements regarding sentencing  
9 contained in this agreement.

10 c) At the time of sentencing, move to dismiss without  
11 prejudice the remaining counts of the First Superseding Indictment  
12 and the Indictment in United States v. Mikaelian, CR11-922(A)-DDP,  
13 as well as the Indictment in United States v. Gregoryan, CR11-1075-  
14 SJO, as against defendant. Defendant agrees, however, that at the  
15 time of sentencing the Court may consider any dismissed charges in  
16 determining the applicable Sentencing Guidelines range, the  
17 propriety and extent of any departure from that range, and the  
18 sentence to be imposed.

19 d) At the time of sentencing, provided that defendant  
20 demonstrates an acceptance of responsibility for the offenses up to  
21 and including the time of sentencing, recommend a two-level  
22 reduction in the applicable Sentencing Guidelines offense level,  
23 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move  
24 for an additional one-level reduction if available under that  
25 section.

26 e) Recommend that defendant be sentenced to a term of  
27 imprisonment no higher than the low end of the applicable Sentencing  
28 Guidelines range.

1 NATURE OF THE OFFENSES

2 5. Defendant understands that for defendant to be guilty of  
3 the crime charged in counts four through nine, that is, Structuring  
4 Transactions to Evade Reporting Requirements in violation of 31  
5 U.S.C. § 5324(a)(3), (d), the following must be true: (1) defendant  
6 structured or attempted to structure a financial transaction; (2)  
7 the transaction involved a domestic financial institution; and (3)  
8 defendant acted knowingly and with the intent to evade the reporting  
9 requirements of 31 U.S.C. § 5313(a) and regulations promulgated  
10 thereunder. Moreover, in order for defendant to be subject to the  
11 sentencing enhancement pursuant to Title 31, U.S.C., Section 5324(d)  
12 the structuring defendant engaged in occurred while violating  
13 another law of the United States or as part of a pattern of any  
14 illegal activity involving more than \$100,000 in a 12-month period.

15 PENALTIES

16 6. Defendant understands that the statutory maximum sentence  
17 that the Court can impose for each violation of 31 U.S.C.  
18 § 5324(a)(3), (d), is: 10 years imprisonment; a 3-year period of  
19 supervised release; a fine of \$500,000 or twice the gross gain or  
20 gross loss resulting from the offense, whichever is greatest; and a  
21 mandatory special assessment of \$100.

22 7. Defendant understands, therefore, that the total maximum  
23 sentence for all offenses to which defendant is pleading guilty is:  
24 50 years imprisonment; a 3-year period of supervised release; a fine  
25 of \$2,500,000 or twice the gross gain or gross loss resulting from  
26 the offenses, whichever is greatest; and a mandatory special  
27 assessment of \$500.

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1           8. Defendant understands that supervised release is a period  
2 of time following imprisonment during which defendant will be  
3 subject to various restrictions and requirements. Defendant  
4 understands that if defendant violates one or more of the conditions  
5 of any supervised release imposed, defendant may be returned to  
6 prison for all or part of the term of supervised release authorized  
7 by statute for the offense that resulted in the term of supervised  
8 release, which could result in defendant serving a total term of  
9 imprisonment greater than the statutory maximum stated above.

10           9. Defendant understands that, by pleading guilty, defendant  
11 may be giving up valuable government benefits and valuable civic  
12 rights, such as the right to vote, the right to possess a firearm,  
13 the right to hold office, and the right to serve on a jury.  
14 Defendant understands that once the court accepts defendant's guilty  
15 pleas, it will be a federal felony for defendant to possess a  
16 firearm or ammunition. Defendant understands that the convictions  
17 in this case may also subject defendant to various other collateral  
18 consequences, including but not limited to revocation of probation,  
19 parole, or supervised release in another case and suspension or  
20 revocation of a professional license. Defendant understands that  
21 unanticipated collateral consequences will not serve as grounds to  
22 withdraw defendant's guilty pleas.

23           10. Defendant understands that, if defendant is not a United  
24 States citizen, the felony conviction in this case may subject  
25 defendant to: removal, also known as deportation, which may, under  
26 some circumstances, be mandatory; denial of citizenship; and denial  
27 of admission to the United States in the future. The Court cannot,  
28 and defendant's attorney also may not be able to, advise defendant

1 fully regarding the immigration consequences of the felony  
2 conviction in this case. Defendant understands that unexpected  
3 immigration consequences will not serve as grounds to withdraw  
4 defendant's guilty pleas.

5 FACTUAL BASIS

6 11. Defendant admits that defendant is, in fact, guilty of the  
7 offenses to which defendant is agreeing to plead guilty. Defendant  
8 and the USAO agree to the statement of facts provided below and  
9 agree that this statement of facts is sufficient to support a pleas  
10 of guilty to the charges described in this agreement and to  
11 establish the Sentencing Guidelines factors set forth in paragraph  
12 13 below but is not meant to be a complete recitation of all facts  
13 relevant to the underlying criminal conduct or all facts known to  
14 either party that relate to that conduct.

15 At all times relevant to this plea agreement, defendant knew  
16 that when a domestic financial institution is involved in a  
17 transaction for the payment, receipt, or transfer of United States  
18 coins or currency in an amount that exceeded \$10,000, the financial  
19 institution is required by law to file a currency transaction report  
20 with the Department of the Treasury reporting the financial  
21 transaction and identifying the individual conducting the  
22 transaction.

23 At all times relevant to this plea agreement, defendant and co-  
24 defendant Phic Lim owned and operated Huntington Pharmacy, within  
25 the Central District of California. Between approximately in or  
26 about July 2009, and in or about February 2010, defendant knowingly  
27 received cash that had been used to pay for OxyContin that was  
28 dispensed from Huntington Pharmacy without medical necessity based

1 on fraudulent prescriptions issued by the "Lake Medical Group,"  
2 located at 2120 West 8<sup>th</sup> Street, in Los Angeles, California  
3 (hereinafter, the "Clinic").

4 On or about August 4, 2009, defendant, knowingly and for the  
5 purpose of evading the above-stated reporting requirements,  
6 separately deposited, or caused to be deposited, \$1,662 and \$9,000  
7 in cash received from the Clinic for the diverted OxyContin, into  
8 account ending in 0725, a bank account maintained by Chase Bank, a  
9 domestic financial institution.

10 On or about August 5, 2009, defendant, knowingly and for the  
11 purpose of evading the above-stated reporting requirements,  
12 separately deposited, or caused to be deposited, \$2,377, \$8,000 and  
13 \$8,040 in cash received from the Clinic for the diverted OxyContin,  
14 into account ending in 0725, a bank account maintained by Chase  
15 Bank, a domestic financial institution.

16 On or about August 6, 2009, defendant, knowingly and for the  
17 purpose of evading the above-stated reporting requirements,  
18 separately deposited, or caused to be deposited, \$2,000, \$2,726, and  
19 \$8,000 in cash received from the Clinic for the diverted OxyContin,  
20 into account ending in 0725, a bank account maintained by Chase  
21 Bank, a domestic financial institution.

22 On or about September 5, 2009, defendant, knowingly and for the  
23 purpose of evading the above-stated reporting requirements,  
24 deposited, or caused to be deposited, cash received from the Clinic  
25 for the diverted OxyContin in the amounts of \$9,000 into account  
26 ending in 0726, \$9,000 into account ending in 8303, and \$7,000 into  
27 account ending in 2674, bank accounts maintained by Chase Bank, a  
28 domestic financial institution.

1 On or about September 24, 2009, defendant, knowingly and for  
2 the purpose of evading the above-stated reporting requirements,  
3 deposited cash received from the Clinic for the diverted OxyContin  
4 in the amounts of \$9,000 into account ending in 0726, and \$9,000  
5 into account ending in 8303, bank accounts maintained by Chase Bank,  
6 a domestic financial institution.

7 In total, defendant structured deposits amounting to  
8 approximately \$105,826 between approximately August 2009, and  
9 November 2009. The cash deposits that defendant structured were  
10 proceeds from the sale of the OxyContin that Huntington Pharmacy  
11 dispensed without medical necessity based on fraudulent  
12 prescriptions issued by the Clinic.

13 Moreover, beginning sometime in late 2009, and continuing  
14 through mid-2010, defendant entered into an agreement with Lianna  
15 Ovsepien, Kenneth Johnson, and others operating Manor Medical  
16 Imaging, Inc. ("Manor"), a clinic located in Glendale, California.  
17 Based on this agreement, defendant knew and intended that Huntington  
18 Pharmacy would fill large volumes of prescriptions for anti-  
19 psychotic medications issued from Manor to Medicare and Medi-Cal  
20 beneficiaries. Manor drivers would bring such beneficiaries to  
21 Huntington Pharmacy, where the beneficiaries would fill the  
22 prescriptions; defendant also knew and intended that Huntington  
23 Pharmacy would then bill the service of filling the prescription to  
24 Medicare and Medi-Cal. During all or most of that period, defendant  
25 knew, or deliberately avoided knowing, that the beneficiaries did  
26 not in fact need the anti-psychotic medications prescribed to them  
27 by Manor.

28

SENTENCING FACTORS

1  
2 12. Defendant understands that in determining defendant's  
3 sentence the Court is required to calculate the applicable  
4 Sentencing Guidelines range and to consider that range, possible  
5 departures under the Sentencing Guidelines, and the other sentencing  
6 factors set forth in 18 U.S.C. § 3553(a). Defendant understands  
7 that the Sentencing Guidelines are advisory only, that defendant  
8 cannot have any expectation of receiving a sentence within the  
9 calculated Sentencing Guidelines range, and that after considering  
10 the Sentencing Guidelines and the other § 3553(a) factors, the Court  
11 will be free to exercise its discretion to impose any sentence it  
12 finds appropriate up to the maximum set by statute for the crimes of  
13 conviction.

14 13. Defendant and the USAO agree to the following applicable  
15 Sentencing Guidelines factors:

16	Base Offense Level:	6	U.S.S.G. § 2S1.3(a)(1)
17	Structured amount exceeds \$100,000	8	U.S.S.G. § 2B1.1(b)(1)(E)
18			
19	Proceeds of Unlawful Activity	2	U.S.S.G. § 2S1.3(b)(1)
20	Pattern of Unlawful Activity	2	U.S.S.G. § 2S1.3(b)(2)
21			
22	Acceptance of Responsibility	-3	U.S.S.G. § 3E1.1(b)
23	Total Offense Level:	15	

24 The USAO will agree to a two-level downward adjustment for  
25 acceptance of responsibility (and, if applicable, move for an  
26 additional one-level downward adjustment under U.S.S.G. § 3E1.1(b))  
27 only if the conditions set forth in paragraph 3 are met. Subject to  
28 paragraph 24 below, defendant and the USAO agree not to seek, argue,

1 or suggest in any way, either orally or in writing, that any other  
2 specific offense characteristics, adjustments, or departures  
3 relating to the offense level be imposed. Defendant agrees,  
4 however, that if, after signing this agreement but prior to  
5 sentencing, defendant were to commit an act, or the USAO were to  
6 discover a previously undiscovered act committed by defendant prior  
7 to signing this agreement, which act, in the judgment of the USAO,  
8 constituted obstruction of justice within the meaning of U.S.S.G.  
9 § 3C1.1, the USAO would be free to seek the enhancement set forth  
10 in that section.

11 Subject to paragraph 24 below, defendant and the USAO agree not  
12 to argue, either orally or in writing, that the Court (a) not follow  
13 the Sentencing Guidelines in imposing sentence; (b) impose a  
14 sentence not in accordance with the Sentencing Guidelines; or (c)  
15 impose a sentence outside the sentencing range for the Total Offense  
16 Level stipulated to in paragraph 13 above. Notwithstanding this  
17 agreement, defendant is specifically permitted to seek a two-level  
18 Guidelines downward variance based on the 18 USC § 3553(a) factors,  
19 and if the Court grants defendant's request, then to argue that any  
20 term of imprisonment imposed by the Court may be served as home  
21 confinement or a halfway house; the government is conversely  
22 permitted to argue for the full term of imprisonment and oppose any  
23 downward variance.

24 14. Defendant understands that there is no agreement as to  
25 defendant's criminal history or criminal history category.

26 WAIVER OF CONSTITUTIONAL RIGHTS

27 15. Defendant understands that by pleading guilty, defendant  
28 gives up the following rights:

- 1 a) The right to persist in a plea of not guilty.
- 2 b) The right to a speedy and public trial by jury.
- 3 c) The right to be represented by counsel - and if
- 4 necessary have the court appoint counsel - at trial. Defendant
- 5 understands, however, that, defendant retains the right to be
- 6 represented by counsel - and if necessary have the court appoint
- 7 counsel - at every other stage of the proceeding.
- 8 d) The right to be presumed innocent and to have the
- 9 burden of proof placed on the government to prove defendant guilty
- 10 beyond a reasonable doubt.
- 11 e) The right to confront and cross-examine witnesses
- 12 against defendant.
- 13 f) The right to testify and to present evidence in
- 14 opposition to the charges, including the right to compel the
- 15 attendance of witnesses to testify.
- 16 g) The right not to be compelled to testify, and, if
- 17 defendant chose not to testify or present evidence, to have that
- 18 choice not be used against defendant.
- 19 h) Any and all rights to pursue any affirmative
- 20 defenses, Fourth Amendment or Fifth Amendment claims, and other
- 21 pretrial motions that have been filed or could be filed.

22 WAIVER OF APPEAL OF CONVICTION

23 16. Defendant understands that, with the exception of an

24 appeal based on a claim that defendant's guilty pleas were

25 involuntary, by pleading guilty defendant is waiving and giving up

26 any right to appeal defendant's convictions on the offenses to which

27 defendant is pleading guilty.

28

1                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2           17. Defendant agrees that, provided the Court imposes a total  
3 term of imprisonment on all counts of conviction of no more than 24  
4 months imprisonment, defendant gives up the right to appeal all of  
5 the following: (a) the procedures and calculations used to determine  
6 and impose any portion of the sentence; (b) the term of imprisonment  
7 imposed by the Court; (c) the fine imposed by the court, provided it  
8 is within the statutory maximum; (d) the term of probation or  
9 supervised release imposed by the Court, provided it is within the  
10 statutory maximum; (f) the amount and terms of any money judgment of  
11 forfeiture, provided it requires payment of no more than \$105,826,  
12 and (g) any of the following conditions of probation or supervised  
13 release imposed by the Court: the conditions set forth in General  
14 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing  
15 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d);.

16           18. The USAO agrees that, provided (a) all portions of the  
17 sentence are at or below the statutory maximum specified above and  
18 (b) the Court imposes a term of imprisonment of no less than 18  
19 months imprisonment, and (c) the amount and terms of any money  
20 judgment of forfeiture, provided it requires payment of no less than  
21 \$105,826 the USAO gives up its right to appeal any portion of the  
22 sentence.

23                   RESULT OF WITHDRAWAL OF GUILTY PLEA

24           19. Defendant agrees that if, after entering guilty pleas  
25 pursuant to this agreement, defendant seeks to withdraw and succeeds  
26 in withdrawing defendant's guilty pleas on any basis other than a  
27 claim and finding that entry into this plea agreement was  
28 involuntary, then (a) the USAO will be relieved of all of its

1 obligations under this agreement; and (b) should the USAO choose to  
2 pursue any charge that was either dismissed or not filed as a result  
3 of this agreement, then (i) any applicable statute of limitations  
4 will be tolled between the date of defendant's signing of this  
5 agreement and the filing commencing any such action; and  
6 (ii) defendant waives and gives up all defenses based on the statute  
7 of limitations, any claim of pre-indictment delay, or any speedy  
8 trial claim with respect to any such action, except to the extent  
9 that such defenses existed as of the date of defendant's signing  
10 this agreement.

11 EFFECTIVE DATE OF AGREEMENT

12 20. This agreement is effective upon signature and execution  
13 of all required certifications by defendant, defendant's counsel,  
14 and an Assistant United States Attorney.

15 BREACH OF AGREEMENT

16 21. Defendant agrees that if defendant, at any time after the  
17 signature of this agreement and execution of all required  
18 certifications by defendant, defendant's counsel, and an Assistant  
19 United States Attorney, knowingly violates or fails to perform any  
20 of defendant's obligations under this agreement ("a breach"), the  
21 USAO may declare this agreement breached. All of defendant's  
22 obligations are material, a single breach of this agreement is  
23 sufficient for the USAO to declare a breach, and defendant shall not  
24 be deemed to have cured a breach without the express agreement of  
25 the USAO in writing. If the USAO declares this agreement breached,  
26 and the Court finds such a breach to have occurred, then: (a) if  
27 defendant has previously entered guilty pleas pursuant to this  
28 agreement, defendant will not be able to withdraw the guilty pleas,

1 and (b) the USAO will be relieved of all its obligations under this  
2 agreement.

3 22. Following the Court's finding of a knowing breach of this  
4 agreement by defendant, should the USAO choose to pursue any charge  
5 that was either dismissed or not filed as a result of this  
6 agreement, then:

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

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

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

26 COURT AND PROBATION OFFICE NOT PARTIES

27 23. Defendant understands that the Court and the United States  
28 Probation Office are not parties to this agreement and need not

1 accept any of the USAO's sentencing recommendations or the parties'  
2 agreements to facts or sentencing factors.

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

18       25. Defendant understands that even if the Court ignores any  
19 sentencing recommendation, finds facts or reaches conclusions  
20 different from those agreed to, and/or imposes any sentence up to  
21 the maximum established by statute, defendant cannot, for that  
22 reason, withdraw defendant's guilty pleas, and defendant will remain  
23 bound to fulfill all defendant's obligations under this agreement.  
24 Defendant understands that no one -- not the prosecutor, defendant's  
25 attorney, or the Court -- can make a binding prediction or promise  
26 regarding the sentence defendant will receive, except that it will  
27 be within the statutory maximum.

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NO ADDITIONAL AGREEMENTS

26. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

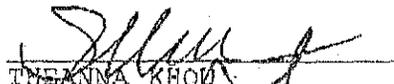
AGREED AND ACCEPTED

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

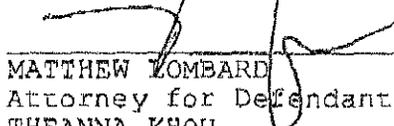
ANDRÉ BIROTTE JR.  
United States Attorney

  
LANA MORTON-OWENS  
GRANT B. GELBERG  
Assistant United States Attorneys

8/16/13  
Date

  
THEANNA KHOU  
Defendant

8/15/13  
Date

  
MATTHEW LOMBARD  
Attorney for Defendant  
THEANNA KHOU

8/15/13  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to

1 those terms. I have discussed the evidence with my attorney, and my  
2 attorney has advised me of my rights, of possible pretrial motions  
3 that might be filed, of possible defenses that might be asserted  
4 either prior to or at trial, of the sentencing factors set forth in  
5 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,  
6 and of the consequences of entering into this agreement. No  
7 promises, inducements, or representations of any kind have been made  
8 to me other than those contained in this agreement. No one has  
9 threatened or forced me in any way to enter into this agreement. I  
10 am satisfied with the representation of my attorney in this matter,  
11 and I am pleading guilty because I am guilty of the charges and wish  
12 to take advantage of the promises set forth in this agreement, and  
13 not for any other reason.

14  
15   
16 THEANNA KHOU  
Defendant

8/15/13  
Date

18 CERTIFICATION OF DEFENDANT'S ATTORNEY

19 I am THEANNA KHOU's attorney. I have carefully and thoroughly  
20 discussed every part of this agreement with my client. Further, I  
21 have fully advised my client of her rights, of possible pretrial  
22 motions that might be filed, of possible defenses that might be  
23 asserted either prior to or at trial, of the sentencing factors set  
24 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
25 provisions, and of the consequences of entering into this agreement.  
26 To my knowledge: no promises, inducements, or representations of any  
27 kind have been made to my client other than those contained in this  
28 agreement; no one has threatened or forced my client in any way to

1 enter into this agreement; my client's decision to enter into this  
2 agreement is an informed and voluntary one; and the factual basis  
3 set forth in this agreement is sufficient to support my client's  
4 entry of guilty pleas pursuant to this agreement.

5  
6 MATTHEW LOMBARD  
7 Attorney for Defendant  
THEANNA KHOU

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Date 8/17/13

United States District Court  
Central District of California

UNITED STATES OF AMERICA vs.

Docket No. CR 11-00922 (A) DDP (17)

Defendant THEANNA KHOU

Social Security No.     -    -    -    -  
(Last 4 digits)

akas: Khou, San Huy

**JUDGMENT AND PROBATION/COMMITMENT ORDER**

In the presence of the attorney for the government, the defendant

MONTH	DAY	YEAR
Nov.	21	2013

**COUNSEL**

Matthew J. Lombard, retained.

(Name of Counsel)

**PLEA**

**GUILTY**, and the court being satisfied that there is a factual basis for the plea.

**NOLO  
CONTENDERE**

**NOT  
GUILTY**

**FINDING**

There being a finding/verdict of

**GUILTY**, defendant has been convicted as charged of the offense(s) of:

31 U.S.C. § 5324(a)(3): Structuring of Monetary Transactions as charged in Counts four through eight of the First Superseding Indictment.

**JUDGMENT AND PROB/COMM ORDER**

The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term of:

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Theana Khou, is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term of 12 months and 1 day. This term consists of 12 months and 1 day on each of Counts four through eight of the First Superseding Indictment to be served concurrently. Upon release from imprisonment, the defendant shall be placed on supervised release for a term of three years. This term consists of three years on each of Counts four through eight of the First Superseding Indictment, all such terms to run concurrently under the following terms and conditions:

1. The defendant shall comply with the rules and regulations of the United States Probation Office and General Order 05-02;
2. During the period of community supervision, the defendant shall pay the special assessment in accordance with this judgment's orders pertaining to such payment;
3. The defendant shall cooperate in the collection of a DNA sample from the defendant;

USA vs. THEANNA KHOU

Docket No.: CR 11-00922 (A) DDP (17)

- 4. The defendant shall advise the probation officer of her employment and shall receive approval in advance for any such employment.

The drug testing condition mandated by statute is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

FINE: Pursuant to Section 5E1.2(e) of the Guidelines, all fines are waived as it is found that such sanction would place an undue burden on the defendant's dependents.

SPECIAL ASSESSMENT: It is ordered that the defendant shall pay to the United States a special assessment of \$500, which is due immediately. Any unpaid balance shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program.

SENTENCING FACTORS: The sentence is based upon the factors set forth in 18 U.S.C. § 3553, including the applicable sentencing range set forth in the guidelines.

The Court RECOMMENDS a BOP facility as close to the Southern California vicinity as possible.

IT IS ORDERED that the defendant shall self-surrender to the institution designated by the BOP on or before 12 noon, on January 24, 2014 and, on the absence of such designation, the defendant shall report on or before the same date and time, to the United States Marshal at 255 East Temple Street, Los Angeles, California, 90012.

In addition to the special conditions of supervision imposed above, it is hereby ordered that the Standard Conditions of Probation and Supervised Release within this judgment be imposed. The Court may change the conditions of supervision, reduce or extend the period of supervision, and at any time during the supervision period or within the maximum period permitted by law, may issue a warrant and revoke supervision for a violation occurring during the supervision period.

November 21, 2013

Date



United States District Judge

It is ordered that the Clerk deliver a copy of this Judgment and Probation/Commitment Order to the U.S. Marshal or other qualified officer.

Clerk, U.S. District Court

November 21, 2013

Filed Date

By John A. Chambers

Deputy Clerk

USA vs. THEANNA KHOU

Docket No.: CR 11-00922 (A) DDP (17)

The defendant shall comply with the standard conditions that have been adopted by this court (set forth below).

**STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE**

While the defendant is on probation or supervised release pursuant to this judgment:

1. The defendant shall not commit another Federal, state or local crime;
2. the defendant shall not leave the judicial district without the written permission of the court or probation officer;
3. the defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
4. the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
5. the defendant shall support his or her dependents and meet other family responsibilities;
6. the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
7. the defendant shall notify the probation officer at least 10 days prior to any change in residence or employment;
8. the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
9. the defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered;
10. the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
11. the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
12. the defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
13. the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
14. as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to conform the defendant's compliance with such notification requirement;
15. the defendant shall, upon release from any period of custody, report to the probation officer within 72 hours;
16. and, for felony cases only: not possess a firearm, destructive device, or any other dangerous weapon.

The defendant will also comply with the following special conditions pursuant to General Order 01-05 (set forth

USA vs. THEANNA KHOU

Docket No.: CR 11-00922 (A) DDP (17)

**STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS**

The defendant shall pay interest on a fine or restitution of more than \$2,500, unless the court waives interest or unless the fine or restitution is paid in full before the fifteenth (15<sup>th</sup>) day after the date of the judgment pursuant to 18 U.S.C. §3612(f)(1). Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. §3612(g). Interest and penalties pertaining to restitution, however, are not applicable for offenses completed prior to April 24, 1996.

If all or any portion of a fine or restitution ordered remains unpaid after the termination of supervision, the defendant shall pay the balance as directed by the United States Attorney's Office. 18 U.S.C. §3613.

The defendant shall notify the United States Attorney within thirty (30) days of any change in the defendant's mailing address or residence until all fines, restitution, costs, and special assessments are paid in full. 18 U.S.C. §3612(b)(1)(F).

The defendant shall notify the Court through the Probation Office, and notify the United States Attorney of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay a fine or restitution, as required by 18 U.S.C. §3664(k). The Court may also accept such notification from the government or the victim, and may, on its own motion or that of a party or the victim, adjust the manner of payment of a fine or restitution pursuant to 18 U.S.C. §3664(k). See also 18 U.S.C. §3572(d)(3) and for probation 18 U.S.C. §3563(a)(7).

Payments shall be applied in the following order:

1. Special assessments pursuant to 18 U.S.C. §3013;
2. Restitution, in this sequence:
  - Private victims (individual and corporate),
  - Providers of compensation to private victims,
  - The United States as victim;
3. Fine;
4. Community restitution, pursuant to 18 U.S.C. §3663(c); and
5. Other penalties and costs.

USA vs. THEANNA KHOU Docket No.: CR 11-00922 (A) DDP (17)

**SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE**

As directed by the Probation Officer, the defendant shall provide to the Probation Officer: (1) a signed release authorizing credit report inquiries; (2) federal and state income tax returns or a signed release authorizing their disclosure and (3) an accurate financial statement, with supporting documentation as to all assets, income and expenses of the defendant. In addition, the defendant shall not apply for any loan or open any line of credit without prior approval of the Probation Officer.

The defendant shall maintain one personal checking account. All of defendant's income, "monetary gains," or other pecuniary proceeds shall be deposited into this account, which shall be used for payment of all personal expenses. Records of all other bank accounts, including any business accounts, shall be disclosed to the Probation Officer upon request.

The defendant shall not transfer, sell, give away, or otherwise convey any asset with a fair market value in excess of \$500 without approval of the Probation Officer until all financial obligations imposed by the Court have been satisfied in full.

These conditions are in addition to any other conditions imposed by this judgment.

**RETURN**

I have executed the within Judgment and Commitment as follows:

Defendant delivered on \_\_\_\_\_ to \_\_\_\_\_

Defendant noted on appeal on \_\_\_\_\_

Defendant released on \_\_\_\_\_

Mandate issued on \_\_\_\_\_

Defendant's appeal determined on \_\_\_\_\_

Defendant delivered on \_\_\_\_\_ to \_\_\_\_\_

at \_\_\_\_\_

the institution designated by the Bureau of Prisons, with a certified copy of the within Judgment and Commitment.

United States Marshal

By

USA vs. THEANNA KHOU Docket No.: CR 11-00922 (A) DDP (17)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Marshal

**CERTIFICATE**

I hereby attest and certify this date that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. District Court

\_\_\_\_\_  
Filed Date

By \_\_\_\_\_  
Deputy Clerk

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**FOR U.S. PROBATION OFFICE USE ONLY**

Upon a finding of violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed) \_\_\_\_\_  
Defendant

\_\_\_\_\_  
Date

\_\_\_\_\_  
U. S. Probation Officer/Designated Witness

\_\_\_\_\_  
Date