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

FILED

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
June 2015 Grand Jury

UNITED STATES OF AMERICA,  
Plaintiff,  
v.

No. CR 15-0330(A)-GW

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

TOROS ONIK YERANOSIAN,  
aka "Toros Yeranossyan,"  
OXANA LOUTSEIKO,  
aka "Oxana Loutseyko,"  
AHARON ARON KRKASHARYAN,  
aka "Agaron Krkasharyan," and  
MARIA ESPINOZA,  
aka "Maria Piril,"  
aka "Maria Gonzalez,"  
aka "Maria Guadalupe Espinoza,"  
aka "Maria Guadalupe Piril,"  
Defendants.

[18 U.S.C. § 1349: Conspiracy to Commit Health Care Fraud; 18 U.S.C. § 1347: Health Care Fraud; 18 U.S.C. § 2(b): Causing an Act to be Done; 18 U.S.C. § 371: Conspiracy to Pay and Receive Health Care Kickbacks; 18 U.S.C. §§ 981(a)(1)(C), 982(a)(7); 28 U.S.C. § 2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this First Superseding Indictment:

1           The Conspirators

2           1. Defendant TOROS ONIK YERANOSIAN, also known as ("aka")  
3 "Toros Yeranosyan" ("YERANOSIAN"), was the co-owner and co-  
4 operator of Mauran Ambulance Service, Inc. ("Mauran"), an  
5 ambulance transportation company located in San Fernando,  
6 California.

7           2. Defendant OXANA LOUTSEIKO, aka "Oxana Loutseyko"  
8 ("LOUTSEIKO"), was a general manager of Mauran.

9           3. Defendant AHARON ARON KRKASHARYAN, aka "Agaron  
10 Krkasharyan" ("KRKASHARYAN"), was a manager of Mauran.

11           4. Defendant MARIA ESPINOZA, aka "Maria Piril," aka  
12 "Maria Gonzalez," aka "Maria Guadalupe Espinoza," aka "Maria  
13 Guadalupe Piril" ("ESPINOZA"), was an employee of a dialysis  
14 treatment facility located in the County of Los Angeles,  
15 California.

16           5. Co-conspirator 1 ("CC-1") was the co-owner and co-  
17 operator of Mauran.

18           6. Co-conspirator 2 ("CC-2") was a manager and biller of  
19 Mauran.

20           7. Co-conspirator Christian Hernandez, aka "Cristian  
21 Hernandez" ("Hernandez"), was a Dispatch Supervisor for Mauran.

22           The Medicare Program

23           8. The Medicare Program ("Medicare") was a federal health  
24 care benefit program, affecting commerce, which provided  
25 benefits to individuals who were over the age of 65 or disabled.  
26 Medicare was administered by the Centers for Medicare and  
27 Medicaid Services ("CMS"), a federal agency under the United  
28 States Department of Health and Human Services. Medicare was a

1 "health care benefit program" as defined by Title 18, United  
2 States Code, Section 24(b).

3 9. Medicare was subdivided into multiple parts. Medicare  
4 Part B covered, among other things, ambulance services.

5 10. Individuals who qualified for Medicare benefits were  
6 commonly referred to as "Medicare beneficiaries." Each Medicare  
7 beneficiary was given a Medicare identification number.

8 11. Medicare covered ambulance services only if furnished  
9 to a beneficiary whose medical condition at the time of  
10 transport was such that ambulance transportation was medically  
11 necessary. A patient whose condition permitted transport in any  
12 type of vehicle other than an ambulance did not qualify for  
13 Medicare payment for ambulance services. Medicare payment for  
14 ambulance transportation depended on the patient's condition at  
15 the actual time of the transport regardless of the patient's  
16 diagnosis. To be deemed medically necessary for payment, the  
17 patient must have required both the transportation and the level  
18 of service provided.

19 12. Ambulance transportation was only covered by Medicare  
20 when the patient's condition required the vehicle itself or the  
21 specialized services of the trained ambulance personnel. A  
22 requirement of coverage was that the needed services of the  
23 ambulance personnel were provided and clear clinical  
24 documentation validated their medical need and their provision  
25 in the record of the service, which was usually documentation in  
26 the form of a "run-sheet." During an ambulance transport,  
27 Emergency Medical Technicians ("EMTs") are required to complete  
28 a "Patient Care Report" ("PCR"), often called a "run-sheet" or

1 "run-ticket," in order to document the patient's medical  
2 condition at the time of the transportation, and any relevant  
3 details about the transportation itself.

4 13. In the absence of an emergency condition, ambulance  
5 services were covered by Medicare only under the following  
6 circumstances: (a) the patient being transported could not be  
7 transported by any other means without endangering the  
8 individual's health; or (b) the patient was before, during, and  
9 after transportation, bed confined. For purposes of Medicare  
10 coverage, "bed confined" meant the patient met all of the  
11 following three criteria: (a) unable to get up from bed without  
12 assistance; (b) unable to ambulate; and (c) unable to sit in a  
13 chair (including a wheelchair).

14 14. A thorough assessment and documented description of  
15 the patient's current medical state was essential for coverage.  
16 All statements about the patient's medical condition or bed  
17 confined status must have been validated in the documentation  
18 using contemporaneous, objective observations and findings.

19 15. For ambulance services to have been covered by  
20 Medicare, the transport must have been to the nearest  
21 institution with appropriate facilities for the treatment of the  
22 illness or injury involved. The term "appropriate facilities"  
23 meant that the institution was generally equipped to provide  
24 care necessary to manage the illness or injury involved.  
25 Covered destinations for non-emergency transports included:  
26 (a) hospitals; (b) skilled nursing facilities; (c) dialysis  
27 facilities; (d) from a skilled nursing facility to the nearest  
28 supplier of medically-necessary services not available at the

1 skilled nursing facility where the beneficiary was a resident,  
2 including the return trip, when the patient's condition at the  
3 time of transport required ambulance services; and (e) the  
4 patient's residence, but only if the transport was to return  
5 from an appropriate facility and the patient's condition at the  
6 time of transport required ambulance services.

7 16. CMS contracted with Medicare Administrative  
8 Contractors ("MACs") to process claims for payment. From  
9 October 2007 to August 2013, the MAC that processed and paid  
10 Medicare Part B claims in Southern California was Palmetto GBA.  
11 Noridian Administrative Services ("Noridian") was the MAC in  
12 Southern California from approximately September 2013 to the  
13 present.

14 17. Most providers submitted their claims electronically  
15 pursuant to an agreement they executed with Medicare in which  
16 the providers agreed that: (a) they were responsible for all  
17 claims submitted to Medicare by themselves, their employees, and  
18 their agents; (b) they would submit claims only on behalf of  
19 those Medicare beneficiaries who had given their written  
20 authorization to do so; and (c) they would submit claims that  
21 were accurate, complete, and truthful.

22 18. A Medicare claim for payment was required to set  
23 forth, among other things, the following: (a) the beneficiary's  
24 name and unique Medicare identification number; (b) the item or  
25 type of services provided to the beneficiary; (c) the cost of  
26 the item or service being provided; and (d) the name and the  
27 National Provider Identifier ("NPI") of the provider who  
28 provided the item or service.

1 B. THE OBJECT OF THE CONSPIRACY

2 19. Beginning in or around February 2009, and continuing  
3 through in or around September 2013, in Los Angeles County,  
4 within the Central District of California, and elsewhere,  
5 defendants YERANOSIAN, LOUTSEIKO, and KRKASHARYAN, together with  
6 CC-1, CC-2, co-conspirator Hernandez, and others known and  
7 unknown to the Grand Jury, knowingly combined, conspired, and  
8 agreed to commit health care fraud, in violation of Title 18,  
9 United States Code, Section 1347.

10 C. THE MANNER AND MEANS OF THE CONSPIRACY

11 20. The object of the conspiracy was carried out, and to  
12 be carried out, in substance as follows:

13 a. On or about February 18, 2009, YERANOSIAN and CC-  
14 1 purchased Mauran.

15 b. On or about April 19, 2009, CC-1 opened a  
16 corporate bank account for Mauran at Bank of America, account  
17 number xxxxx-72132 ("BA Account"). CC-1 was a signatory on this  
18 BA Account.

19 c. On or about May 7, 2009, CC-1 executed and  
20 submitted an electronic funds transfer agreement ("EFT") to  
21 Medicare, requesting that all future reimbursements from  
22 Medicare be directly deposited into Mauran's BA Account. On  
23 this EFT, defendant LOUTSEIKO is listed as a contact person for  
24 Mauran.

25 d. On or about July 22, 2010, CC-1 filed a Statement  
26 of Information with the State of California that listed CC-1 as  
27 the Chief Executive Officer, Secretary, Chief Financial Officer,  
28 and Director of Mauran.

1 e. On or about March 22, 2011, CC-1 executed and  
2 submitted an amended enrollment application to Medicare on  
3 behalf of Mauran. On this application, CC-1 is listed as  
4 President of Mauran, and defendant LOUTSEIKO is designated as a  
5 Delegated Official of Mauran.

6 f. On or about May 21, 2012, CC-1 filed a Statement  
7 of Information with the State of California that listed CC-1 as  
8 the Chief Executive Officer, Secretary, Chief Financial Officer,  
9 and Director of Mauran.

10 g. On or about April 18, 2014, CC-1 opened a  
11 corporate bank account for Mauran at Citibank, account number  
12 xxxxx-14140 (the "Citibank Account"). CC-1 was the sole  
13 signatory on this Citibank Account.

14 h. On or about April 23, 2014, CC-1 executed and  
15 submitted an EFT to Medicare requesting that future Medicare  
16 reimbursement payments be directly deposited into Mauran's  
17 Citibank Account.

18 i. On or about September 22, 2014, CC-1 executed and  
19 submitted an EFT to Medicare requesting that future Medicare  
20 reimbursement payments be directly deposited into Mauran's BA  
21 Account.

22 j. Defendants YERANOSIAN, LOUTSEIKO, and  
23 KRKASHARYAN, together with CC-1, CC-2, co-conspirator Hernandez,  
24 and others known and unknown to the Grand Jury, knowingly  
25 provided and caused to be provided ambulance transportation  
26 services, through Mauran, to Medicare beneficiaries, knowing  
27 that the beneficiaries' medical conditions did not make the  
28 ambulance transportation services necessary.

1 k. Defendants YERANOSIAN, LOUTSEIKO, and  
2 KRKASHARYAN, together with CC-2, co-conspirator Hernandez, and  
3 others known and unknown to the Grand Jury, instructed Mauran  
4 employees to create and document on run-sheets a purported  
5 justification for ambulance transportation services even when  
6 such a justification did not exist.

7 l. Defendants YERANOSIAN, LOUTSEIKO, and  
8 KRKASHARYAN, together with CC-2, co-conspirator Hernandez, and  
9 others known and unknown to the Grand Jury, instructed Mauran  
10 employees not to write certain words, such as "walk" and  
11 "wheelchair," on run-sheets because the defendants and their co-  
12 conspirators knew Medicare would not pay for the ambulance  
13 transportation services when these words were present on run-  
14 sheets.

15 m. Defendants YERANOSIAN, LOUTSEIKO, and  
16 KRKASHARYAN, together with CC-2, co-conspirator Hernandez, and  
17 others known and unknown to the Grand Jury, knowingly and  
18 willfully submitted, and caused the submission of, false and  
19 fraudulent claims to Medicare on behalf of Mauran for the  
20 medically unnecessary ambulance transportation services.

21 n. As a result of the submission to Medicare of  
22 false and fraudulent claims that defendants YERANOSIAN,  
23 LOUTSEIKO, and KRKASHARYAN, together with CC-2, co-conspirator  
24 Hernandez, and others known and unknown to the Grand Jury,  
25 submitted and caused to be submitted, Medicare made payments to  
26 Mauran's corporate bank accounts, namely, the BA Account and the  
27 Citibank Account.  
28

1           o. Defendant YERANOSIAN and CC-1 transferred and  
2 disbursed, and caused the transfer and disbursement of, monies  
3 from Mauran's BA Account and the Citibank Account to themselves  
4 and others.

5           p. Defendants YERANOSIAN, LOUTSEIKO, and  
6 KRKASHARYAN, together with CC-2, co-conspirator Hernandez, and  
7 others known and unknown to the Grand Jury, concealed, and  
8 attempted to conceal, their submission of false and fraudulent  
9 claims to Medicare by altering and causing the alteration of  
10 run-sheets and other documentation related to the ambulance  
11 transportation services provided by Mauran.

12           q. For dates of service between on or about February  
13 18, 2009, and on or about September 5, 2013, Mauran submitted to  
14 Medicare claims totaling approximately \$28,011,085 for ambulance  
15 transportation and related services, and Medicare paid Mauran  
16 approximately \$13,433,045 on those claims.

COUNTS TWO THROUGH FIVE

[18 U.S.C. §§ 1347, 2(b)]

21. The Grand Jury incorporates by reference and re-alleges paragraphs 1 through 18 and 20 above of this First Superseding Indictment as though set forth in their entirety herein.

A. THE SCHEME TO DEFRAUD

22. Beginning in or around February 2009, and continuing through in or around September 2013, in Los Angeles County, within the Central District of California, and elsewhere, defendants YERANOSIAN, LOUTSEIKO, and KRKASHARYAN, together with CC-1, CC-2, and others known and unknown to the Grand Jury, knowingly, willfully, and with intent to defraud, executed, and attempted to execute, a scheme and artifice: (a) to defraud a health care benefit program, namely Medicare, as to material matters in connection with the delivery of, and payment for, health care benefits, items, and services; and (b) to obtain money from Medicare by means of materially false and fraudulent pretenses and representations and the concealment of material facts in connection with the delivery of, and payment for, health care benefits, items, and services.

B. MEANS TO ACCOMPLISH THE SCHEME TO DEFRAUD

23. The fraudulent scheme operated, in substance, as described in Paragraph 20 of this First Superseding Indictment.

C. THE EXECUTION OF THE FRAUDULENT SCHEME

24. On or about the dates set forth below, within the Central District of California, and elsewhere, defendants YERANOSIAN, LOUTSEIKO, and KRKASHARYAN, together with CC-1, CC-

1 2, and others known and unknown to the Grand Jury, knowingly and  
 2 willfully executed and attempted to execute the fraudulent  
 3 scheme described above, by submitting and causing to be  
 4 submitted to Medicare the following false and fraudulent claims  
 5 for payment for Basic Life Support, non-emergency ambulance  
 6 transportation (Code A0428, Code A0425):

<u>COUNT</u>	<u>BENEFICIARY</u>	<u>CLAIM NUMBER</u>	<u>APPROX. DATE SUBMITTED</u>	<u>APPROX. AMOUNT OF CLAIM</u>
TWO	S.V.	551111172819320	6/21/2011	\$621.00
THREE	S.K.	551111173170980	6/22/2011	\$391.50
FOUR	L.E.	551111181896000	6/30/2011	\$437.40
FIVE	M.B.	551111186535920	7/05/2011	\$526.50

COUNT SIX

[18 U.S.C. § 371]

25. The Grand Jury incorporates by reference and re-alleges paragraphs 1 through 18 and 20 of this First Superseding Indictment as though set forth in their entirety herein.

A. OBJECT OF THE CONSPIRACY

26. Beginning no later than in or around 2010, and continuing through in or around September 2013, in Los Angeles County, within the Central District of California, and elsewhere, defendants YERANOSIAN, LOUTSEIKO, and ESPINOZA, together with others known and unknown to the Grand Jury, knowingly combined, conspired, and agreed to pay and receive kickbacks for patient referrals, in violation of Title 42, United States Code, Sections 1320a-7b(b)(1)(A) and (b)(2)(A).

B. THE MANNER AND MEANS OF THE CONSPIRACY

27. The object of the conspiracy was carried out, and to be carried out, in substance, as follows:

a. Defendants YERANOSIAN and LOUTSEIKO, together with others known and unknown to the Grand Jury, would agree to pay, and cause to be paid, kickbacks to defendant ESPINOZA and others known and unknown to the Grand Jury, in return for referrals to Mauran of patients for whom Mauran would submit claims to Medicare for ambulance transportation services and other related services.

b. After defendant ESPINOZA provided names and other information of patients that defendants YERANOSIAN and LOUTSEIKO could use to bill Medicare for ambulance transportations and other related services, defendants YERANOSIAN and LOUTSEIKO

1 would give cash and cause cash to be given to defendant  
2 ESPINOZA.

3 D. OVERT ACTS

4 28. In furtherance of the conspiracy and to accomplish its  
5 object, defendants YERANOSIAN, LOUTSEIKO, and ESPINOZA, together  
6 with others known and unknown to the Grand Jury, committed and  
7 willfully caused others to commit the following overt acts,  
8 among others, within the Central District of California and  
9 elsewhere:

10 Overt Act No. 1: In or around October 2010, defendants  
11 YERANOSIAN and LOUTSEIKO paid and caused to be paid to defendant  
12 ESPINOZA a cash kickback for patient referral(s) to Mauran.

13 Overt Act No. 2: In or around April 2011, defendants  
14 YERANOSIAN and LOUTSEIKO paid and caused to be paid to defendant  
15 ESPINOZA a cash kickback for patient referral(s) to Mauran.

16 Overt Act No. 3: In or around May 2011, defendants  
17 YERANOSIAN and LOUTSEIKO paid and caused to be paid to defendant  
18 ESPINOZA a cash kickback for patient referral(s) to Mauran.

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1 FORFEITURE ALLEGATION

2 [18 U.S.C. §§ 982(a)(7), 981(a)(1)(C) and  
3 28 U.S.C. § 2461(c)]

4 1. Pursuant to Rule 32.2(a) Fed. R. Crim. P., notice is  
5 hereby given to defendants TOROS ONIK YERANOSIAN, also known as  
6 ("aka") "Toros Yeranosyan" ("YERANOSIAN"), OXANA LOUTSEIKO, aka  
7 "Oxana Loutseyko" ("LOUTSEIKO"), AHARON ARON KRKASHARYAN, aka  
8 "Agaron Krkasharyan" ("KRKASHARYAN"), and MARIA ESPINOZA, aka  
9 "Maria Piril," aka "Maria Gonzalez," aka "Maria Guadalupe  
10 Espinoza," aka "Maria Guadalupe Piril" ("ESPINOZA")  
11 (collectively, "defendants"), that the United States will seek  
12 forfeiture as part of any sentence in accordance with Title 18,  
13 United States Code, Sections 982(a)(7) and 981(a)(1)(C) and  
14 Title 28, United States Code, Section 2461(c), in the event of  
15 any defendant's conviction under any of the Counts One through  
16 Six of this First Superseding Indictment.

17 2. Defendants shall forfeit to the United States the  
18 following property:

19 a. All right, title, and interest in any and  
20 all property, real or personal, that constitutes or is derived,  
21 directly or indirectly, from the gross proceeds traceable to the  
22 commission of any offense set forth in any of Counts One through  
23 Six of this First Superseding Indictment; and

24 b. A sum of money equal to the total value of  
25 the property described in subparagraph a. For each of Counts  
26 One through Six for which more than one defendant is found  
27 guilty, each such defendant shall be jointly and severally  
28 liable for the entire amount forfeited pursuant to that Count.

1           3. Pursuant to Title 21, United States Code, Section  
2 853(p), as incorporated by Title 28, United States Code, Section  
3 2461(c), and Title 18, United States Code, Section 982(b), each  
4 defendant shall forfeit substitute property, up to the total  
5 value of the property described in the preceding paragraph if,  
6 as a result of any act or omission of a defendant, the property

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

8 A TRUE BILL

9  
10 151  
11 Foreperson

12 EILIEEN M. DECKER  
13 United States Attorney

14   
15 LAWRENCE S. MIDDLETON  
16 Assistant United States Attorney  
17 Chief, Criminal Division

18 GEORGE S. CARDONA  
19 Assistant United States Attorney  
20 Chief, Major Frauds Section

21 RANEE KATZENSTEIN  
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 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT  
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,  
 13  
 Plaintiff,  
 14  
 v.  
 15 AHARON ARON KRKASHARYAN,  
 16 aka "Agaron Krkasharyan,"  
 17 Defendant.

No. CR 15-330-GW  
PLEA AGREEMENT FOR DEFENDANT  
AHARON ARON KRKASHARYAN

18  
 19 1. This constitutes the plea agreement between AHARON ARON  
 20 KRKASHARYAN, also known as "Agaron Krkasharyan" ("defendant") and  
 21 the United States Attorney's Office for the Central District of  
 22 California and the Fraud Section of the Criminal Division of the  
 23 United States Department of Justice (collectively, "the United  
 24 States") in the above-captioned case. This agreement is limited to  
 25 the United States Attorney's Office for the Central District of  
 26 California and the Fraud Section of the Criminal Division of the  
 27 United States Department of Justice and cannot bind any other  
 28

1 federal, state, local, or foreign prosecuting, enforcement,  
2 administrative, or regulatory authorities.

3 DEFENDANT'S OBLIGATIONS

4 2. Defendant agrees to:

5 a) At the earliest opportunity requested by the United  
6 States and provided by the Court, appear and plead guilty to count  
7 one of the first superseding indictment in United States v. Oxana  
8 Loutseiko, et al., CR No. 15-330, which charges defendant with  
9 conspiracy to commit health care fraud, in violation of 18 U.S.C.  
10 § 1349.

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

12 c) Abide by all agreements regarding sentencing  
13 contained in this agreement.

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

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

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

23 g) Pay the applicable special assessment at or before  
24 the time of sentencing unless defendant lacks the ability to pay and  
25 prior to sentencing submits a completed financial statement on a  
26 form to be provided by the United States.

1           h) Make restitution in accordance with the Court's  
2 order, and not seek the discharge of any restitution obligation, in  
3 whole or in part, in any present or future bankruptcy proceeding.

4                                   THE UNITED STATES' OBLIGATIONS

5           3. The United States agrees to:

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

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

9           c) At the time of sentencing, provided that defendant  
10 demonstrates an acceptance of responsibility for the offense up to  
11 and including the time of sentencing, recommend a two-level  
12 reduction in the applicable Sentencing Guidelines offense level,  
13 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move  
14 for an additional one-level reduction if available under that  
15 section.

16           d) Recommend that defendant be sentenced to a term of  
17 imprisonment no higher than the low end of the applicable Sentencing  
18 Guidelines range, provided that the offense level used by the Court  
19 to determine that range is, after credit for acceptance of  
20 responsibility under U.S.S.G. § 3E1.1, equal to or higher than 22,  
21 and provided that the Court does not depart downward in offense  
22 level or criminal history category. For purposes of this agreement,  
23 the low end of the Sentencing Guidelines range is that defined by  
24 the Sentencing Table in U.S.S.G. Chapter 5, Part A.

25                                   NATURE OF THE OFFENSE

26           4. Defendant understands that for defendant to be guilty of  
27 the crime charged in count one of the first superseding indictment,  
28 that is, conspiracy to commit health care fraud, in violation of

1 Title 18, United States Code, Section 1349, the following must be  
2 true: (a) there was an agreement between two or more persons to  
3 commit the crime of health care fraud, in violation of 18 U.S.C.  
4 § 1347; and (b) defendant became a member of the conspiracy knowing  
5 of its object and intending to help accomplish it. The elements of  
6 health care fraud, in violation of Title 18, United States Code,  
7 Section 1347, are as follows: (a) defendant knowingly and willfully  
8 participated in a scheme or plan to defraud a health care benefit  
9 program, or a scheme or plan for obtaining money or property from a  
10 health care benefit program by means of false or fraudulent  
11 pretenses, representations, or promises; (b) the statements made or  
12 facts omitted as part of the scheme were material; that is, they had  
13 a natural tendency to influence, or were capable of influencing, the  
14 health care benefit program to part with money or property; (c)  
15 defendant acted with the intent to defraud; that is, the intent to  
16 deceive or cheat; and (d) the scheme involved the delivery of or  
17 payment for health care benefits, items, or services.

18 PENALTIES AND RESTITUTION

19 5. Defendant understands that the statutory maximum sentence  
20 that the Court can impose for a violation of Title 18, United States  
21 Code, Section 1349, is: 10 years imprisonment; a 3-year period of  
22 supervised release; a fine of \$250,000 or twice the gross gain or  
23 gross loss resulting from the offense, whichever is greatest; and a  
24 mandatory special assessment of \$100.

25 6. Defendant understands that defendant will be required to  
26 pay full restitution to the victim of the offense to which defendant  
27 is pleading guilty. Defendant agrees that, in return for the United  
28 States' compliance with its obligations under this agreement, the

1 Court may order restitution to persons other than the victim of the  
2 offense to which defendant is pleading guilty and in amounts greater  
3 than those alleged in the count to which defendant is pleading  
4 guilty. In particular, defendant agrees that the Court may order  
5 restitution to any victim of any of the following for any losses  
6 suffered by that victim as a result: (a) any relevant conduct, as  
7 defined in U.S.S.G. § 1B1.3, in connection with the offense to which  
8 defendant is pleading guilty; and (b) any counts dismissed pursuant  
9 to this agreement as well as all relevant conduct, as defined in  
10 U.S.S.G. § 1B1.3, in connection with those counts. The parties  
11 currently believe that the applicable amount of restitution is at  
12 least \$484,556, but recognize and agree that this amount could  
13 change based on facts that come to the attention of the parties  
14 prior to sentencing.

15 7. Defendant understands that supervised release is a period  
16 of time following imprisonment during which defendant will be  
17 subject to various restrictions and requirements. Defendant  
18 understands that if defendant violates one or more of the conditions  
19 of any supervised release imposed, defendant may be returned to  
20 prison for all or part of the term of supervised release authorized  
21 by statute for the offense that resulted in the term of supervised  
22 release, which could result in defendant serving a total term of  
23 imprisonment greater than the statutory maximum stated above.

24 8. Defendant understands that, by pleading guilty, defendant  
25 may be giving up valuable government benefits and valuable civic  
26 rights, such as the right to vote, the right to possess a firearm,  
27 the right to hold office, and the right to serve on a jury.

28 Defendant understands that once the court accepts defendant's guilty

1 plea, it will be a federal felony for defendant to possess a firearm  
2 or ammunition. Defendant understands that the conviction in this  
3 case may also subject defendant to various other collateral  
4 consequences, including but not limited to revocation of probation,  
5 parole, or supervised release in another case and suspension or  
6 revocation of a professional license. Defendant understands that  
7 unanticipated collateral consequences will not serve as grounds to  
8 withdraw defendant's guilty plea.

9 9. Defendant understands that, if defendant is not a United  
10 States citizen, the felony conviction in this case may subject  
11 defendant to: removal, also known as deportation, which may, under  
12 some circumstances, be mandatory; denial of citizenship; and denial  
13 of admission to the United States in the future. The court cannot,  
14 and defendant's attorney also may not be able to, advise defendant  
15 fully regarding the immigration consequences of the felony  
16 conviction in this case. Defendant understands that unexpected  
17 immigration consequences will not serve as grounds to withdraw  
18 defendant's guilty plea.

19 FACTUAL BASIS

20 10. Defendant admits that defendant is, in fact, guilty of the  
21 offense to which defendant is agreeing to plead guilty. Defendant  
22 and the United States agree to the statement of facts provided below  
23 and agree that this statement of facts is sufficient to support a  
24 plea of guilty to the charge described in this agreement and to  
25 establish the Sentencing Guidelines factors set forth in paragraph  
26 12 below but is not meant to be a complete recitation of all facts  
27 relevant to the underlying criminal conduct or all facts known to  
28

1 either party that relate to that conduct. Defendant and the United  
2 States agree and stipulate to the following facts:

3 At all times relevant to this plea agreement, the Medicare  
4 Program ("Medicare") was a federal health care benefit program, as  
5 defined by Title 18, United States Code, Section 24(b).

6 Beginning no later than in or around June 2011, and continuing  
7 through in or around April 2012, in Los Angeles County, within the  
8 Central District of California, and elsewhere, defendant, together  
9 with others, knowingly combined, conspired, and agreed to commit  
10 health care fraud, in violation of Title 18, United States Code,  
11 Section 1347.

12 In or around June 2011, defendant became employed at Mauran  
13 Ambulance Service, Inc. ("Mauran"), an ambulance transportation  
14 company that operated in the greater Los Angeles area and that  
15 specialized in the provision of non-emergency ambulance  
16 transportation services to Medicare beneficiaries, primarily  
17 dialysis patients. Mauran was owned by CC-1 and Toros Yerosian.  
18 Christian Hernandez was an emergency medical technician who became  
19 Dispatch Supervisor. Defendant was Mauran's Quality Improvement  
20 Coordinator. In that capacity, defendant, together with co-  
21 conspirators CC-1, Yerosian, Hernandez, and others, knowingly  
22 provided, and caused the provision of, non-emergency ambulance  
23 transportation services to Medicare beneficiaries whose medical  
24 conditions at the time of transport defendant had been informed did  
25 not necessitate non-emergency ambulance transportation services. In  
26 furtherance of this scheme, defendant, together with co-conspirators  
27 CC-1, Yerosian, Hernandez, and others, instructed, and caused to  
28 be instructed, certain Mauran employees to conceal the Medicare

1 beneficiaries' true medical condition at the time of transport by  
2 altering requisite paperwork and creating fraudulent reasons that  
3 justified, on paper, the non-emergency ambulance transportation  
4 services.

5 Based on the medically unnecessary ambulance transportation  
6 services that Mauran provided to Medicare beneficiaries, between  
7 June 1, 2011, and April 30, 2012, defendant and his co-conspirators  
8 submitted, and caused the submission of, false and fraudulent claims  
9 to Medicare, which totaled \$1,132,784 and resulted in Medicare  
10 payments of \$484,556.

11 Defendant committed all of the above acts knowingly and  
12 willfully, and with the intent to defraud Medicare.

13 SENTENCING FACTORS

14 11. Defendant understands that in determining defendant's  
15 sentence the Court is required to calculate the applicable  
16 Sentencing Guidelines range and to consider that range, possible  
17 departures under the Sentencing Guidelines, and the other sentencing  
18 factors set forth in 18 U.S.C. § 3553(a). Defendant understands  
19 that the Sentencing Guidelines are advisory only, that defendant  
20 cannot have any expectation of receiving a sentence within the  
21 calculated Sentencing Guidelines range, and that after considering  
22 the Sentencing Guidelines and the other § 3553(a) factors, the Court  
23 will be free to exercise its discretion to impose any sentence it  
24 finds appropriate up to the maximum set by statute for the crime of  
25 conviction.

26 12. Defendant and the United States agree to the following  
27 applicable Sentencing Guidelines factors:

28

1	Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
2	Loss Amount:		
3	More than \$550,000	14	[U.S.S.G. § 2B1.1(b)(1)]
4	But less than \$1.5 million		
5	Federal Health Care Offense	2	[U.S.S.G. § 2B1.1(b)(7)]
6	Aggravating Role	3	[U.S.S.G. § 3B1.1(b)]
7	Acceptance of Responsibility	-3	[U.S.S.G. § 3E1.1(b)]
8	<b>Total Offense Level:</b>	<b>22</b>	

9 The United States will agree to a two-level downward adjustment  
10 for acceptance of responsibility (and, if applicable, move for an  
11 additional one-level downward adjustment under U.S.S.G. § 3E1.1(b))  
12 only if the conditions set forth in paragraph 3(c) are met. Subject  
13 to paragraph 24 below, defendant and the United States agree not to  
14 seek, argue, or suggest in any way, either orally or in writing,  
15 that any other specific offense characteristics, adjustments, or  
16 departures relating to the offense level be imposed. Defendant  
17 agrees, however, that if, after signing this agreement but prior to  
18 sentencing, defendant were to commit an act, or the United States  
19 were to discover a previously undiscovered act committed by  
20 defendant prior to signing this agreement, which act, in the  
21 judgment of the United States, constituted obstruction of justice  
22 within the meaning of U.S.S.G. § 3C1.1, the United States would be  
23 free to seek the enhancement set forth in that section.

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

26 14. Defendant and the United States reserve the right to argue  
27 for a sentence outside the sentencing range established by the  
28 Sentencing Guidelines based on the factors set forth in 18 U.S.C.  
§ 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).



1 any right to appeal defendant's conviction on the offense to which  
2 defendant is pleading guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 17. Defendant agrees that, provided the Court imposes a term  
5 of imprisonment within or below the range corresponding to an  
6 offense level of 22 and the criminal history category calculated by  
7 the Court, defendant gives up the right to appeal all of the  
8 following: (a) the procedures and calculations used to determine and  
9 impose any portion of the sentence, with the exception of the  
10 Court's calculation of defendant's criminal history category; (b)  
11 the term of imprisonment imposed by the Court, except to the extent  
12 it depends on the Court's calculation of defendant's criminal  
13 history category; (c) the fine imposed by the court, provided it is  
14 within the statutory maximum; (d) the amount and terms of any  
15 restitution order, provided it requires payment of no more than  
16 \$484,556; (e) the term of probation or supervised release imposed by  
17 the Court, provided it is within the statutory maximum; and (f) any  
18 of the following conditions of probation or supervised release  
19 imposed by the Court: the conditions set forth in General Orders  
20 318, 01-05, and/or 05-02 of this Court; the drug testing conditions  
21 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
22 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

23 18. The United States agrees that, provided (a) all portions  
24 of the sentence are at or below the statutory maximum specified  
25 above and (b) the Court imposes a term of imprisonment within or  
26 above the range corresponding to an offense level of 22 and the  
27 criminal history category calculated by the Court, the United States  
28 gives up its right to appeal any portion of the sentence, with the

1 exception that the United States reserves the right to appeal the  
2 following: the amount of restitution ordered if that amount is less  
3 than \$484,556.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 19. Defendant agrees that if, after entering a guilty plea  
6 pursuant to this agreement, defendant seeks to withdraw and succeeds  
7 in withdrawing defendant's guilty plea on any basis other than a  
8 claim and finding that entry into this plea agreement was  
9 involuntary, then (a) the United States will be relieved of all of  
10 its obligations under this agreement; and (b) should the United  
11 States choose to pursue any charge or any civil, administrative, or  
12 regulatory action that was either dismissed or not filed as a result  
13 of this agreement, then (i) any applicable statute of limitations  
14 will be tolled between the date of defendant's signing of this  
15 agreement and the filing commencing any such action; and (ii)  
16 defendant waives and gives up all defenses based on the statute of  
17 limitations, any claim of pre-indictment delay, or any speedy trial  
18 claims with respect to any such action, except to the extent that  
19 such defenses existed as of the date of defendant's signing this  
20 agreement.

21 EFFECTIVE DATE OF AGREEMENT

22 20. This agreement is effective upon signature and execution  
23 of all required certifications by defendant, defendant's counsel,  
24 and a United States Department of Justice Trial Attorney.

25 BREACH OF AGREEMENT

26 21. Defendant agrees that if defendant, at any time after the  
27 effective date of this agreement and execution of all required  
28 certifications by defendant, defendant's counsel, and a United

1 States Department of Justice Trial Attorney, knowingly violates or  
2 fails to perform any of defendant's obligations under this agreement  
3 ("a breach"), the United States may declare this agreement breached.  
4 For example, if defendant knowingly, in an interview, before a grand  
5 jury, or at trial, falsely accuses another person of criminal  
6 conduct or falsely minimizes defendant's own role, or the role of  
7 another, in criminal conduct, defendant will have breached this  
8 agreement. All of defendant's obligations are material, a single  
9 breach of this agreement is sufficient for the United States to  
10 declare a breach, and defendant shall not be deemed to have cured a  
11 breach without the express agreement of the United States in  
12 writing. If the United States declares this agreement breached, and  
13 the Court finds such a breach to have occurred, then:

14 a) If defendant has previously entered a guilty plea  
15 pursuant to this agreement, defendant will not be able to withdraw  
16 the guilty plea.

17 b) The United States will be relieved of all its  
18 obligations under this agreement; in particular, the United States:  
19 (i) will no longer be bound by any agreements concerning sentencing  
20 and will be free to seek any sentence up to the statutory maximum  
21 for the crime to which defendant has pleaded guilty; and (ii) will  
22 no longer be bound by any agreements regarding criminal prosecution,  
23 and will be free to criminally prosecute defendant for any crime,  
24 including charges that the United States would otherwise have been  
25 obligated to dismiss pursuant to this agreement.

26 c) The United States will be free to criminally  
27 prosecute defendant for false statements, obstruction of justice,  
28

1 and perjury based on any knowingly false or misleading statement by  
2 defendant.

3 22. Following the Court's finding of a knowing breach of this  
4 agreement by defendant, should the United States choose to pursue  
5 any charge that was either dismissed or not filed as a result of  
6 this 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 United States' sentencing recommendations or the  
2 parties' agreements to facts or sentencing factors.

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

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

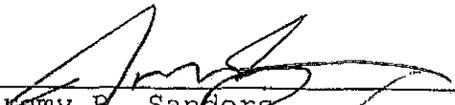
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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.

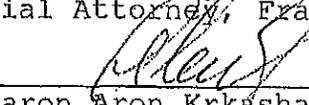
AGREED AND ACCEPTED

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

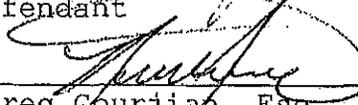
SANDRA R. BROWN  
Acting United States Attorney

  
\_\_\_\_\_  
Jeremy R. Sanders  
Trial Attorney, Fraud Section

\_\_\_\_\_  
11/19/2017  
Date

  
\_\_\_\_\_  
Aharon Aron Krkasharyan  
Defendant

\_\_\_\_\_  
11/18/17  
Date

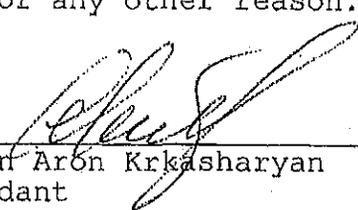
  
\_\_\_\_\_  
Nareg Gourjian, Esq.  
Attorney for Defendant  
Aharon Aron Krkasharyan

\_\_\_\_\_  
11/18/17  
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.

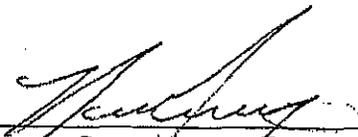
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Aharon Aron Krkasharyan  
Defendant

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Date 11/18/17

CERTIFICATION OF DEFENDANT'S ATTORNEY

22 I am Aharon Aron Krkasharyan's attorney. I have carefully and  
23 thoroughly discussed every part of this agreement with my client.  
24 Further, I have fully advised my client of his rights, of possible  
25 pretrial motions that might be filed, of possible defenses that  
26 might be asserted either prior to or at trial, of the sentencing  
27 factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing  
28 Guidelines provisions, and of the consequences of entering into this

1 agreement. To my knowledge: no promises, inducements, or  
2 representations of any kind have been made to my client other than  
3 those contained in this agreement; no one has threatened or forced  
4 my client in any way to enter into this agreement; my client's  
5 decision to enter into this agreement is an informed and voluntary  
6 one; and the factual basis set forth in this agreement is sufficient  
7 to support my client's entry of a guilty plea pursuant to this  
8 agreement.

9  
10   
11 Nareg Gourjian, Esq.  
12 Attorney for Defendant  
Aharon Aron Krkasharyan

11/18/17  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CRIMINAL MINUTES - CHANGE OF PLEA

Case No. CR 15-330-GW Date November 27, 2017

Present: The Honorable GEORGE H. WU, UNITED STATES DISTRICT JUDGE

Interpreter NONE

<u>Javier Gonzalez</u> <i>Deputy Clerk</i>	<u>Katie Thibodeaux</u> <i>Court Reporter/Recorder, Tape No.</i>	<u>Alexis Gregorian; Jeremy Sanders</u> <i>Assistant U.S. Attorney</i>
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<u>U.S.A. v. Defendant(s):</u>	<u>Present</u>	<u>Cust.</u>	<u>Bond</u>	<u>Attorneys for Defendants:</u>	<u>Present</u>	<u>App.</u>	<u>Ret.</u>
5. Aharon Aron Krkasharyan	✓		✓	Nareg Gourjian	✓		✓

**Proceedings: CHANGE OF PLEA**

Defendant moves to Change plea to Count One of the First Superseding Indictment.

Defendant enters a new and different plea of Guilty to Count One of the First Superseding Indictment.

The Court questions the Defendant regarding plea of Guilty and finds it knowledgeable and voluntary and orders the plea accepted and entered.

The Court refers the Defendant to the Probation Office for an investigation and report and continues the matter to March 22, 2018 at 8:00 a.m. for sentencing.

Parties are to submit their sentencing positions by no later than March 18, 2018.

The Court vacates the Court and/or Jury Trial date.

: 20  
Initials of Deputy Clerk JG