

1 The Grand Jury charges:

2 GENERAL ALLEGATIONS

3 At all times relevant to this Indictment:

4 The Defendants and Manor Medical

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

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

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

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

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

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

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

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

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

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

3 The Medicare Program

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

10 Medicare Part B

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

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

23 Medicare Part D

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

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

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

8 The Medi-Cal Program

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

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

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

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

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

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

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

5 DEFENDANT ARMAN GRIGORYAN

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

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

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

16 DEFENDANT LIANNA OVSEPIAN

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

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

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

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

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

7 DEFENDANT JOHNSON

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

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

15 DEFENDANT NURISTA GRIGORYAN

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

19 DEFENDANTS LIM and KHOU

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

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

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

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

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

9 DEFENDANT ARTAK OVSEPIAN

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

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

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

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

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

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

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

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

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

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

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

16 DEFENDANTS HOVANNISYAN, HARUTYUNYAN, and GHUKASYAN

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

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

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

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

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

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

8 DEFENDANTS TAMAZYAN and NUNE OVSEPIAN

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

13 DEFENDANT YEGHIAZARYAN

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

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

20 DEFENDANTS MENDEZ and JONES

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

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

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

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

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

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

7 DEFENDANT SMITH

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

10 DEFENDANT VO

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

13 DEFENDANT WASHINGTON

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

COUNT TWO

[18 U.S.C. § 1028(f)]

A. OBJECT OF THE CONSPIRACY

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

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

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

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

1 C. OVERT ACTS

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

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

COUNT THREE

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

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

COUNT FOUR

[18 U.S.C. §§ 1028A, 2(a)]

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

COUNT FIVE

[18 U.S.C. §§ 1028A, 2]

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

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

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

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

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1 States Code, Section 1957(a).

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

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

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

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

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

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

19 C. OVERT ACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[18 U.S.C. §§ 1956(a)(1)(B)(i), 2]

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

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

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

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

[18 U.S.C. §§ 1957(a), 2]

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

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

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

COUNTS TWENTY-FOUR through THIRTY-FIVE

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

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

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

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

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

[18 U.S.C. § 1001(a)(2)]

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

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

COUNT THIRTY-SEVEN

[18 U.S.C. § 1001(a)(2)]

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

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

COUNT THIRTY-EIGHT

[18 U.S.C. § 1001(a)(2)]

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

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

FORFEITURE ALLEGATION 1

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

and 18 U.S.C. §§ 1347 and 1349]

1. Pursuant to Title 28, United States Code, Section 2461(c); Title 18, United States Code, Section 981(a)(1)(C); and Title 18, United States Code, Sections 1347 and 1349, each defendant convicted of an offense charged in Counts One through Four and Six of this 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 each such offense, including but not limited to the real property located in Pasadena owned by PHIC K. LIM AND THEANA S. KHOU, TRUSTEES, OR THEIR SUCCESSORS UNDER THE PHIC. K. LIM AND THEANA S. KHOU TRUST¹;

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

2. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), each defendant so convicted shall forfeit substitute property, up to the total value of the property described in paragraph 2, if, by any act or omission of the defendant, the property described in paragraph 1, or any portion thereof, (a)

¹ The referenced property is a residence and the street address has been redacted pursuant to Local Rule 79-5.4(e).

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

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1 FORFEITURE ALLEGATION 2

2 [18 U.S.C. § 982(a)(1)]

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

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

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

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

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FORFEITURE ALLEGATION 3

[31 U.S.C. § 5317(c)(1)]

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

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

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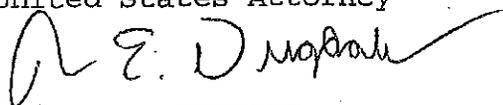
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1 placed beyond the jurisdiction of this court; has been
2 substantially diminished in value; or has been commingled with
3 other property that cannot be divided without difficulty.

4
5 A TRUE BILL

6 151
7 _____
8 Foreperson

9 ANDRÉ BIROTTE JR.
10 United States Attorney

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

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

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

21 BENJAMIN R. BARRON
22 Assistant United States Attorney
23 OCDETF Section
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1 ANDRÈ BIROTTE JR.
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9 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

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

13 UNITED STATES OF AMERICA,) CR No. 11-1075-SJO
 14)
 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
 15) LIANNA OVSEPIAN
 v.)
 16)
 ARMAN GRIGORYAN, et al.,)
 17)
 Defendants.)
 18)
 19)

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

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:

28 a) At the earliest opportunity requested by the USAO

1 and provided by the Court, appear and plead guilty to counts one
2 and two of the indictment in the above-captioned case, which
3 charges defendant with Conspiracy to Commit Health Care Fraud, in
4 violation of 18 U.S.C. § 1349, and Conspiracy to Possess at Least
5 Five Identification Documents and Authentication Features With
6 Intent to Use Unlawfully, in violation of 18 U.S.C. § 1028(f).

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

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

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

13 e) Not commit any crime; however, offenses that would
14 be excluded for sentencing purposes under United States
15 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
16 § 4A1.2(c) are not within the scope of this agreement.

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

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

23 h) Not seek the discharge of any restitution
24 obligation, in whole or in part, in any present or future
25 bankruptcy proceeding.

26 THE USAO'S OBLIGATIONS

27 3. The USAO agrees to:
28

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

2 b) Abide by all agreements regarding sentencing
3 contained in this agreement.

4 c) At the time of sentencing, move to dismiss the
5 remaining counts of the indictment as against defendant.

6 Defendant agrees, however, that at the time of sentencing the
7 Court may consider any dismissed charges in determining the
8 applicable Sentencing Guidelines range, the propriety and extent
9 of any departure from that range, and the sentence to be imposed.

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

17 NATURE OF THE OFFENSE

18 4. Defendant understands that for defendant to be guilty of
19 the crime charged in count one, that is, Conspiracy to Commit
20 Health Care Fraud, in violation of Title 18, United States Code,
21 Section 1349, the following must be true: (1) there was an
22 agreement between two or more persons to commit the crime of
23 health care fraud, in violation of Title 18, United States Code,
24 Section 1347; and (2) defendant became a member of the conspiracy
25 knowing of its object and intending to help accomplish it.
26 Defendant understands that in order to be guilty of health care
27 fraud, in violation of Title 18, United States Code, Section
28 1347, the following must be true: (1) the defendant knowingly and

1 willfully participated in a scheme or plan to defraud a health
2 care benefit program or a scheme or plan for obtaining money or
3 property from a health care benefit program by means of false or
4 fraudulent pretenses, representations, or promises; (2) the
5 statements made or facts omitted as part of the scheme were
6 material, that is they had a natural tendency to influence or
7 were capable of influencing, a health care benefit program to
8 part with money or property; (3) the defendant acted with the
9 intent to defraud, that is the intent to deceive or cheat; and
10 (4) the scheme or plan was in connection with the delivery of or
11 payment for health care benefits, items or services.

12 5. Defendant understands that for defendant to be guilty
13 of the crime charged in count two, that is, Conspiracy to Possess
14 at Least Five Identification Documents and Authentication
15 Features With Intent to Use Unlawfully, in violation of Title 18,
16 United States Code, Section 1028(f), the following must be true:
17 (1) There was an agreement between two or more persons to
18 knowingly possess five or more identification documents and
19 authentication features, with intent to use unlawfully those
20 identification documents and authentication features; and (2)
21 defendant became a member of the conspiracy knowing of its object
22 and intending to help accomplish it.

23 PENALTIES AND RESTITUTION

24 6. Defendant understands that the statutory maximum
25 sentence that the Court can impose for a violation of Title 18,
26 United States Code, Section 1349, is: 10 years imprisonment; a
27 three-year period of supervised release; a fine of \$250,000 or
28 twice the gross gain or gross loss resulting from the offense,

1 whichever is greatest; and a mandatory special assessment of
2 \$100.

3 7. Defendant understands that the statutory maximum
4 sentence that the Court can impose for a violation of Title 18,
5 United States Code, Section 1028(f), is: 5 years imprisonment; a
6 three-year period of supervised release; a fine of \$250,000 or
7 twice the gross gain or gross loss resulting from the offense,
8 whichever is greatest; and a mandatory special assessment of
9 \$100.

10 8. Defendant understands, therefore, that the total maximum
11 sentence for all offenses to which defendant is pleading guilty
12 is: 15 years imprisonment; a three-year period of supervised
13 release; a fine of \$500,000 or twice the gross gain or gross loss
14 resulting from the offenses, whichever is greatest; and a
15 mandatory special assessment of \$200.

16 9. Defendant understands that defendant will be required to
17 pay full restitution to the victim(s) of the offenses to which
18 defendant is pleading guilty. Defendant agrees that, in return
19 for the USAO's compliance with its obligations under this
20 agreement, the Court may order restitution to persons other than
21 the victim(s) of the offenses to which defendant is pleading
22 guilty and in amounts greater than those alleged in the counts to
23 which defendant is pleading guilty. In particular, defendant
24 agrees that the Court may order restitution to any victim of any
25 of the following for any losses suffered by that victim as a
26 result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3,
27 in connection with the offenses to which defendant is pleading
28 guilty; and (b) any counts dismissed pursuant to this agreement

1 as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3,
2 in connection with those counts.

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

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

27 12. Defendant understands that, if defendant is not a
28 United States citizen, the felony conviction in this case may

1 subject defendant to: removal, also known as deportation, which
2 may, under some circumstances, be mandatory; denial of
3 citizenship; and denial of admission to the United States in the
4 future. The court cannot, and defendant's attorney also may not
5 be able to, advise defendant fully regarding the immigration
6 consequences of the felony conviction in this case. Defendant
7 understands that unexpected immigration consequences will not
8 serve as grounds to withdraw defendant's guilty plea.

9 FACTUAL BASIS

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

19
20 Medicare is a federal health care benefit program, affecting
21 commerce, that provided benefits to persons who were over the age
22 of 65 or disabled. Medi-Cal is a health care benefit program,
23 affecting commerce, that provided reimbursement for medically
24 necessary health care services to indigent persons in California,
25 the funding of which is shared between the federal government and
26 the State of California.

27 Beginning on a date unknown, and continuing to approximately
28 May 2011, defendant conspired with others to operate Manor

1 Medical Imaging, Inc. ("Manor"), a purported medical clinic
2 located in Glendale, California, within the Central District of
3 California, for the primary purpose of defrauding Medicare and
4 Medi-Cal.

5 Specifically, in this scheme, "patient" recruiters recruited
6 beneficiaries of Medicare and/or Medi-Cal ("the beneficiaries"),
7 mainly from low-income areas in and around downtown Los Angeles,
8 to Manor, to receive unnecessary medical services and
9 prescriptions. At Manor, the beneficiaries were required to
10 submit their health care benefit cards. Manor, in turn,
11 generated prescriptions for expensive anti-psychotic medications
12 ("psych meds"), namely, Abilify, Seroquel, and Zyprexa for the
13 beneficiaries. Those fraudulent prescriptions (the "Manor
14 Prescriptions") appeared to be issued by co-defendant Kenneth
15 Wayne Johnson ("Johnson"), a medical doctor, who did not examine
16 Manor's "patients" and who did not in fact issue the Manor
17 Prescriptions. Instead, co-defendant Nurista Grigoryan falsely
18 posed as a physician (when, in fact, she was not a licensed
19 physician) and issued the Manor Prescriptions using co-defendant
20 Johnson's name and Medi-Cal and Medicare billing information.

21 For each beneficiary, the Manor Prescription included one
22 psych med and at least one other drug, which was included in an
23 attempt to hide the fraudulent activity. Thereafter, the Manor
24 Prescriptions were filled at various pharmacies; the
25 beneficiaries would either be permitted to leave Manor if the
26 pharmacy did not require their presence or, should the pharmacy
27 require, be driven, by co-schemers employed by Manor, to the
28 pharmacies where, under the supervision of the drivers, the

1 beneficiaries filled their Manor Prescriptions. After the Manor
2 Prescriptions were filled, the drivers would take the psych meds
3 back to Manor for further unlawful distribution, and, if the
4 beneficiaries had been required to go to the pharmacy, drop off
5 the beneficiaries at a location where they would meet with their
6 recruiter for cash payment from Manor.

7 Manor also generated fraudulent Manor Prescriptions in the
8 names of at least five beneficiaries who never visited Manor and
9 whose identities were stolen and unlawfully used. In these
10 instances, Manor employees would issue fraudulent Manor
11 Prescriptions for the compromised beneficiary identities and send
12 the Manor Prescriptions to pharmacies via fax or driver/co-
13 schemers employed by Manor. After the Manor Prescriptions were
14 filled, the driver/co-schemers would again take the psych meds
15 back to Manor for further unlawful distribution. In so doing,
16 defendant conspired with others to knowingly possess with intent
17 to use unlawfully at least five identification documents (to
18 include driver's licenses and Medicare and Medi-Cal cards of
19 compromised beneficiaries, issued under the authority of the
20 United States and the State of California) and authentication
21 features contained thereon, in furtherance of the scheme to
22 defraud.

23 Defendant's conduct in furtherance of the conspiracy
24 included, among other things, that defendant served as the
25 manager of Manor. In this capacity, defendant contacted
26 pharmacies to recruit them to fill prescriptions on behalf of
27 Manor, and defendant spoke with auditors on behalf of Manor when
28 government agencies or insurance companies investigated Manor

1 Prescriptions. Defendant also participated in the day-to-day
2 operations at Manor.

3 During the period of defendant's involvement in the
4 conspiracy, Medicare lost at least \$2,792,556.16 and Medi-Cal
5 lost at least \$6,353,581.55 (total \$9,146,137.71) in billings for
6 Manor Prescriptions filled by pharmacies during the time in which
7 defendant participated in the scheme.

8 SENTENCING FACTORS

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

21 15. Defendant and the USAO agree to the following
22 applicable Sentencing Guidelines factors:

23 Base Offense Level : 6 U.S.S.G. § 2B1.1(a)(1)
24 Loss Amount : +20 U.S.S.G. § 2B1.1(b)(1)(K)]
25 Authentication
26 Feature : +2 U.S.S.G. § 2B1.1(b)(11)

27 Defendant and the USAO reserve the right to argue that additional
28 specific offense characteristics, adjustments, and departures

1 under the Sentencing Guidelines are appropriate. Defendant
2 understands that the USAO intends to seek enhancements under
3 U.S.S.G. § 2B1.1(b)(10)(C) (sophisticated means) and U.S.S.G.
4 § 3B1.1 (role in the offense).

5 16. Defendant understands that there is no agreement as to
6 defendant's criminal history or criminal history category.

7 17. Defendant reserves the right to argue for a sentence
8 outside the sentencing range established by the Sentencing
9 Guidelines based on the factors set forth in 18 U.S.C.
10 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7). The government
11 agrees to recommend a sentence within the Sentencing Guidelines
12 range that the government calculates and recommends as to
13 defendant.

14 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 17 a) The right to persist in a plea of not guilty.
18 b) The right to a speedy and public trial by jury.
19 c) The right to be represented by counsel - and if
20 necessary have the court appoint counsel - at trial. Defendant
21 understands, however, that, defendant retains the right to be
22 represented by counsel - and if necessary have the court appoint
23 counsel - at every other stage of the proceeding.
24 d) The right to be presumed innocent and to have the
25 burden of proof placed on the government to prove defendant
26 guilty beyond a reasonable doubt.
27 e) The right to confront and cross-examine witnesses
28 against defendant.

1 f) The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g) The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

7 h) Any and all rights to pursue any affirmative
8 defenses, Fourth Amendment or Fifth Amendment claims, and other
9 pretrial motions that have been filed or could be filed.

10 WAIVER OF APPEAL OF CONVICTION

11 19. Defendant understands that, with the exception of an
12 appeal based on a claim that defendant's guilty pleas were
13 involuntary, by pleading guilty defendant is waiving and giving
14 up any right to appeal defendant's convictions on the offenses to
15 which defendant is pleading guilty.

16 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

17 20. Defendant agrees that, provided the Court imposes a
18 total term of imprisonment on all counts of conviction of no more
19 than 120 months, defendant gives up the right to appeal all of
20 the following: (a) the procedures and calculations used to
21 determine and impose any portion of the sentence; (b) the term of
22 imprisonment imposed by the Court; (c) the fine imposed by the
23 court, provided it is within the statutory maximum; (d) the
24 amount and terms of any restitution order, provided it requires
25 payment of no more than \$6,445,458.87; (e) the term of probation
26 or supervised release imposed by the Court, provided it is within
27 the statutory maximum; and (f) any of the following conditions of
28 probation or supervised release imposed by the Court: the

1 standard conditions set forth in General Orders 318, 01-05,
2 and/or 05-02 of this Court; the drug testing conditions mandated
3 by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug
4 use conditions authorized by 18 U.S.C. § 3563(b)(7).

5 21. The USAO gives up its right to appeal any portion of
6 the sentence.

7 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

23 EFFECTIVE DATE OF AGREEMENT

24 23. This agreement is effective upon signature and
25 execution of all required certifications by defendant,
26 defendant's counsel, and an Assistant United States Attorney.

27 BREACH OF AGREEMENT

28 24. Defendant agrees that if defendant, at any time after

1 the signature of this agreement and execution of all required
2 certifications by defendant, defendant's counsel, and an
3 Assistant United States Attorney, knowingly violates or fails to
4 perform any of defendant's obligations under this agreement ("a
5 breach"), the USAO may declare this agreement breached. All of
6 defendant's obligations are material, a single breach of this
7 agreement is sufficient for the USAO to declare a breach, and
8 defendant shall not be deemed to have cured a breach without the
9 express agreement of the USAO in writing. If the USAO declares
10 this agreement breached, and the Court finds such a breach to
11 have occurred, then: (a) if defendant has previously entered
12 guilty pleas pursuant to this agreement, defendant will not be
13 able to withdraw the guilty pleas, and (b) the USAO will be
14 relieved of all its obligations under this agreement.

15 25. Following the Court's finding of a knowing breach of
16 this agreement by defendant, should the USAO choose to pursue any
17 charge that was either dismissed or not filed as a result of this
18 agreement, then:

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

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

27 c) Defendant agrees that: (i) any statements made by
28 defendant, under oath, at the guilty plea hearing (if such a

1 hearing occurred prior to the breach); (ii) the agreed to factual
2 basis statement in this agreement; and (iii) any evidence derived
3 from such statements, shall be admissible against defendant in
4 any such action against defendant, and defendant waives and gives
5 up any claim under the United States Constitution, any statute,
6 Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the
7 Federal Rules of Criminal Procedure, or any other federal rule,
8 that the statements or any evidence derived from the statements
9 should be suppressed or are inadmissible.

10 COURT AND PROBATION OFFICE NOT PARTIES

11 26. Defendant understands that the Court and the United
12 States Probation Office are not parties to this agreement and
13 need not accept any of the USAO's sentencing recommendations or
14 the parties' agreements to facts or sentencing factors.

15 27. Defendant understands that both defendant and the USAO
16 are free to: (a) supplement the facts by supplying relevant
17 information to the United States Probation Office and the Court,
18 (b) correct any and all factual misstatements relating to the
19 Court's Sentencing Guidelines calculations and determination of
20 sentence, and (c) argue on appeal and collateral review that the
21 Court's Sentencing Guidelines calculations and the sentence it
22 chooses to impose are not error, although each party agrees to
23 maintain its view that the calculations above are consistent with
24 the facts of this case. While this paragraph permits both the
25 USAO and defendant to submit full and complete factual
26 information to the United States Probation Office and the Court,
27 even if that factual information may be viewed as inconsistent
28 with the facts agreed to in this agreement, this paragraph does

1 not affect defendant's and the USAO's obligations not to contest
2 the facts agreed to in this agreement.

3 28. Defendant understands that even if the Court ignores
4 any sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to
6 the maximum established by statute, defendant cannot, for that
7 reason, withdraw defendant's guilty pleas, and defendant will
8 remain bound to fulfill all defendant's obligations under this
9 agreement. Defendant understands that no one -- not the
10 prosecutor, defendant's attorney, or the Court -- can make a
11 binding prediction or promise regarding the sentence defendant
12 will receive, except that it will be within the statutory
13 maximum.

14 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. 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



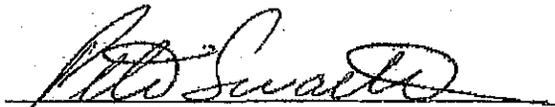
JENNIFER L. WILLIAMS
BENJAMIN R. BARRON
Assistant United States Attorneys

9/27/13
Date



LIANNA OVSEPIAN
Defendant

9-26-13
Date



PETER SWARTH
Attorney for Defendant
LIANNA OVSEPIAN

9/26/13
Date

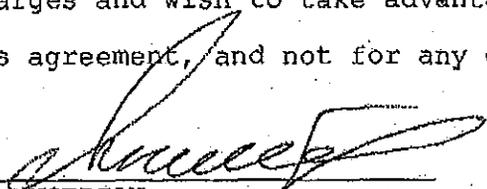
CERTIFICATION OF DEFENDANT

I speak and read English fluently, and I have read this agreement in its entirety.

This agreement has been read to me in _____, the language I understand best.

I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every

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

16
 17  9-26-13
 18 LIANNA OVSEPIAN Date
 19 Defendant

20 CERTIFICATION OF INTERPRETER

21 I, _____, am fluent in the written and
 22 spoken English and _____ languages. I

23 ///
 24 ///
 25 ///

26
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1 accurately translated this entire agreement from English into
2 _____ to defendant ARMAN GRIGORYAN on this date.

3
4 _____
5 Interpreter Date

6
7 CERTIFICATION OF DEFENDANT'S ATTORNEY

8 I am LIANNA OVSEPIAN's attorney. I have carefully and
9 thoroughly discussed every part of this agreement with my client.
10 Further, I have fully advised my client of her rights, of
11 possible pretrial motions that might be filed, of possible
12 defenses that might be asserted either prior to or at trial, of
13 the sentencing factors set forth in 18 U.S.C. § 3553(a), of
14 relevant Sentencing Guidelines provisions, and of the
15 consequences of entering into this agreement. To my knowledge:
16 no promises, inducements, or representations of any kind have
17 been made to my client other than those contained in this
18 agreement; no one has threatened or forced my client in any way
19 to enter into this agreement; my client's decision to enter into
20 this agreement is an informed and voluntary one; and the factual
21 basis set forth in this agreement is sufficient to support my
22 client's entry of guilty pleas pursuant to this agreement.

23
24  _____
25 PETER SWARTH Date 9/26/13
26 Attorney for Defendant
27 LIANNA OVSEPIAN
28

**United States District Court
Central District of California**

UNITED STATES OF AMERICA vs.

Docket No. CR 11-01075-SJO

Defendant OVSEPIAN, Lianna

Social Security No. - - -

akas: Also Known As: Lili

(Last 4 digits)

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person on this date.

MONT	DAY	YEAR
Aug.	18	2014

COUNSEL Peter Swarth (Retained)

(Name of Counsel)

PLEA **GUILTY**, and the court being satisfied that there is a factual basis for the plea. **NOLO** **NOT**
CONTENDERE **GUILTY**

FINDING There being a finding/verdict of **GUILTY**, defendant has been convicted as charged of the offense(s) of:
18 U.S.C. § 1349: Conspiracy to Commit Health Care Fraud as charged in count one of the indictment. 18 U.S.C. § 1028(f): Conspiracy to Posses at Least Five Identification Documents and Authentication Features with Intent to Use Unlawfully as charged in count two of the 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:

It is ordered that the defendant shall pay to the United States a special assessment of \$200, 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.

Defendant shall pay restitution in the total amount of \$9,146,137.71 pursuant to 18 U.S.C. § 3663A, to victims as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

The amount of restitution ordered shall be paid as set forth on the victim list prepared by the probation office. If the defendant makes a partial payment, each payee shall receive approximately proportional payment unless another priority order or percentage payment is specified in this judgment

Restitution 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. If any amount of the restitution remains unpaid after release from custody, monthly installments of at least \$200 shall be made during the period of supervised release. These payments shall begin 30 days after the commencement of supervision. Nominal restitution payments are ordered as the Court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the

amount ordered.

If the defendant makes a partial payment, each payee shall receive approximately proportional payment unless another priority order or percentage payment is specified in the judgment.

The defendant shall be held jointly and severally liable with codefendants Arman Grigoryan; Kenneth Wayne Johnson; Nurista Grigoryan; Phic Lim; Artak Ovsepian; Edgar Hovannisyan; Artur Harutyunyan; Samvel Tamazyan; Artyom Yeghiazaryan; Theana Khou; Lisa Danielle Mendez; Anthony Glen Jones; David Smith; Vincent Vo; and Richard Bond Washington for the amount of restitution ordered in this judgment. The victims' recovery is limited to the amount of their loss and the defendant's liability for restitution ceases if and when the victims receive full restitution.

Pursuant to 18 U.S.C. § 3612(f)(3)(A), interest on the restitution ordered is waived because the defendant does not have the ability to pay interest.

The defendant shall comply with General Order No. 01-05.

All fines are waived as it is found that the defendant does not have the ability to pay a fine in addition to restitution.

Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant, Lianna Ovsepian, is hereby committed on counts one and two of the 38-count indictment to the custody of the Bureau of Prisons for a term of 96 months. This term consists of 96 months on count one of the indictment, and 60 months on count two of the indictment, all 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 one and two of the 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, General Order 05-02, and General Order 01-05, including the three special conditions delineated in General Order 01-05.
2. The defendant shall not commit any violation of local, state, or federal law or ordinance.
3. During the period of community supervision, the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment.
4. The defendant shall comply with the immigration rules and regulations of the United States, and if deported from this country, either voluntarily or involuntarily, not reenter the United States illegally. The defendant is not required to report to the Probation Office while residing outside of the United States; however, within 72 hours of release from any custody or any reentry to the United

USA vs. OVSEPIAN, Lianna

Docket No.: CR 11-01075-SJO

States during the period of Court-ordered supervision, the defendant shall report for instructions to the United States Probation Office located at United States Court House, 312 North Spring Street, Room 600, Los Angeles, California 90012.

5. When not employed or excused by the Probation Officer for schooling, training, or other acceptable reasons, the defendant shall perform 20 hours of community service per week as directed by the Probation Office.

6. The defendant shall apply monies received from income tax refunds, lottery winnings, inheritance, judgments, and any anticipated or unexpected financial gains to the outstanding Court-ordered financial obligation.

7. The defendant shall cooperate in the collection of a DNA sample from the defendant.

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.

The Court advises the Defendant of his right to appeal.

The defendant is remand to the custody of the U.S. Marshal forthwith, the bond shall be exonerated.

In the interest of justice the Court dismisses all remaining counts as to this defendant only.

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.

S. James Otero

August 18, 2014

Date

S. James Otero

U. S. District Judge/Magistrate 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

August 18, 2014

Filed Date

By Victor Paul Cruz

Deputy Clerk

Victor Paul Cruz

USA vs. **OYSEPIAN, Lianna**Docket No.: **CR 11-01075-SJO**

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 below).

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 (15th) 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. OVSEPIAN, Lianna

Docket No.: CR 11-01075-SJO

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 _____
Deputy Marshal

Date

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.

By _____
Clerk, U.S. District Court

USA vs. OVSEPIAN, Lianna

Docket No.: CR 11-01075-SJO

Filed Date

Deputy Clerk

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