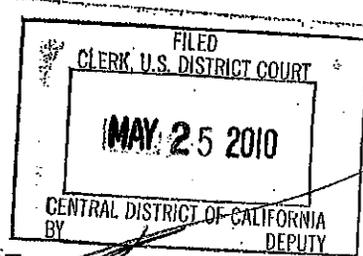


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20



UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
February 2010 Grand Jury

UNITED STATES OF AMERICA,	)	CR No. 08-1084 (A) -CBM
	)	
Plaintiff,	)	<u>F I R S T</u>
	)	<u>S U P E R S E D I N G</u>
v.	)	<u>I N D I C T M E N T</u>
	)	
EDWARD ASLANYAN,	)	[18 U.S.C. § 1349: Conspiracy
aka "Eduardo Aslanyan,"	)	to Commit Health Care Fraud;
aka "Eduard Aslanyan,"	)	18 U.S.C. § 1347: Health Care
aka "Edo,"	)	Fraud; 18 U.S.C. § 2(b):
CAROLYN ANN VASQUEZ,	)	Causing an Act to be Done; 18
aka "Kat,"	)	U.S.C. 1028A: Aggravated
ZURAMA CLAUDINA ESPANA, and,	)	Identity Theft]
DAVID JAMES GARRISON,	)	
	)	
Defendants.	)	

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

The Conspirators

1. Defendants EDWARD ASLANYAN ("ASLANYAN"), also known as ("aka") "Eduardo Aslanyan," aka "Eduard Aslanyan," aka "Edo," owned, operated, and controlled a company known as Multiple

1 Trading, Inc. ("Multiple Trading"), which purported to do  
2 business in Los Angeles County at 6308 Woodman Avenue, Van Nuys,  
3 California, within the Central District of California. Defendant  
4 ASLANYAN used Multiple Trading to, among other things, own,  
5 operate, and control numerous fraudulent medical clinics, in and  
6 around Los Angeles, California, that produced fraudulent  
7 prescriptions and documents relating to diagnostic and medical  
8 tests and durable medical equipment ("DME"), such as power  
9 wheelchairs, power wheelchair accessories, orthopedic and  
10 diabetic shoes, and orthotics.

11 2. Two of the fraudulent medical clinics defendant  
12 ASLANYAN owned, operated, and controlled were located at 231 West  
13 Vernon Avenue, Suite 204, Los Angeles, California (the "West  
14 Vernon Clinic"); and 7220 Woodman Avenue, Suite 106, Van Nuys,  
15 California (the "Woodman Clinic"), within the Central District of  
16 California.

17 3. Defendant CAROLYN ANN VASQUEZ ("VASQUEZ"), aka "Kat,"  
18 was the chief executive officer, secretary, director, and  
19 registered agent of Multiple Trading. Defendant VASQUEZ managed  
20 the fraudulent medical clinics owned by defendant ASLANYAN, and  
21 recruited and hired physicians, physician assistants, and others  
22 to staff the clinics.

23 4. Defendant ZURAMA CLAUDINA ESPANA ("ESPANA") was a  
24 physician assistant recruited and hired by defendant VASQUEZ to  
25 work at the Woodman Clinic.

26 5. Defendant DAVID JAMES GARRISON ("GARRISON") was a  
27 physician assistant who worked for defendants ASLANYAN and  
28 VASQUEZ at defendant ASLANYAN's fraudulent medical clinics.

1           6. Defendant ASLANYAN also owned, operated, and controlled  
2 his own DME supply companies, which he and other co-conspirators  
3 used to submit false and fraudulent claims to the Medicare  
4 Program ("Medicare") for power wheelchairs, power wheelchair  
5 accessories, and other DME. Two of the many DME supply companies  
6 ASLANYAN owned, operated, and controlled were Vila Medical  
7 Supply, Inc. ("Vila Medical"), which purported to do business at  
8 14545 Friar Street, Suite 112, Van Nuys, California; and Blanc  
9 Medical Supplies, Inc. ("Blanc Medical"), which purported to do  
10 business at 10983 Glenoaks Boulevard, Pacoima, California.

11           7. Vila Medical was a Medicare provider with a Medicare  
12 provider number, and purported to provide, among other things,  
13 power wheelchairs and wheelchair accessories to individuals who  
14 qualified for Medicare benefits.

15           8. Blanc Medical was a Medicare provider with a Medicare  
16 provider number, and purported to provide, among other things,  
17 power wheelchairs and wheelchair accessories to individuals who  
18 qualified for Medicare benefits.

19           9. A co-conspirator known to the Grand Jury ("CC1")  
20 assisted defendant ASLANYAN, defendant VASQUEZ, and others with  
21 operating and managing Multiple Trading, defendant ASLANYAN's  
22 fraudulent medical clinics, and defendant ASLANYAN's DME supply  
23 companies. Along with defendant ASLANYAN and other co-  
24 conspirators, CC1 provided and sold the fraudulent prescriptions  
25 and documents produced at defendant ASLANYAN's fraudulent medical  
26 clinics to the owners and operators of different DME supply  
27 companies, and assisted defendant ASLANYAN and others in using  
28

1 Vila Medical and Blanc Medical to submit false and fraudulent  
2 claims to Medicare.

3 The Medicare Program

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

10 11. Individuals who qualified for Medicare benefits were  
11 referred to as Medicare "beneficiaries." Each beneficiary was  
12 given a unique health identification card number ("HICN").

13 12. Medicare was subdivided into several parts, including  
14 Medicare Part B, which covered physician's services and DME.

15 13. DME supply companies, physicians, and other health care  
16 providers that provided medical services that were reimbursed by  
17 Medicare were referred to as Medicare "providers." In order to  
18 participate in Medicare, providers were required to submit an  
19 application in which the provider agreed to comply with all  
20 Medicare-related laws and regulations. If Medicare approved a  
21 provider's application, Medicare assigned the provider a Medicare  
22 "provider number," which was used for processing and payment of  
23 claims.

24 14. A health care provider with a Medicare provider number  
25 could submit claims to Medicare to obtain reimbursement for  
26 services rendered to beneficiaries.

27 15. Most providers, including Vila Medical and Blanc  
28 Medical, submitted their claims electronically pursuant to an

1 agreement they executed with Medicare in which the providers  
2 agreed that they were responsible for all claims submitted to  
3 Medicare by themselves, their employees, and their agents; that  
4 they would submit claims only on behalf of those Medicare  
5 beneficiaries who had given their written authorization to do so;  
6 and that they would submit claims that were accurate, complete,  
7 and truthful.

8 16. Medicare generally reimbursed a provider for DME only  
9 if the DME was prescribed by the beneficiary's physician, the DME  
10 was medically necessary to the treatment of the beneficiary's  
11 illness or injury, and the DME supplier provided the DME in  
12 accordance with Medicare regulations and guidelines, which  
13 governed whether a particular item or service would be reimbursed  
14 by Medicare.

15 17. CMS contracted with regional contractors to process and  
16 pay Medicare claims. The contractor that processed and paid  
17 Medicare DME claims in Southern California during the relevant  
18 time period was first CIGNA and, later, Noridian.

19 18. To bill Medicare for services rendered, a provider  
20 submitted a claim form (Form 1500) to CIGNA or Noridian. Claims  
21 submitted were required to be truthful, complete, and not  
22 misleading. In addition, when a claim was submitted, the  
23 provider certified that the services or supplies covered by the  
24 claim were medically necessary.

25 19. A claim for Medicare reimbursement of DME was required  
26 to set forth, among other things, the beneficiary's name and  
27 HICN, the type of DME provided to the beneficiary, the date that  
28 the DME was provided, and the name and unique physician

1 identification number ("UPIN") of the physician who prescribed or  
2 ordered the DME.

3 20. Under the laws and regulations of the State of  
4 California, a physician assistant could provide only those  
5 medical services that the physician assistant was competent to  
6 perform; that were consistent with the physician assistant's  
7 education, training, and experience; and that were delegated in  
8 writing by a "supervising physician" in a "delegation of services  
9 agreement" signed and dated by the physician assistant and the  
10 supervising physician.

11 B. THE OBJECT OF THE CONSPIRACY

12 21. Beginning in or about March 2007 and continuing  
13 through in or about September 2008, in Los Angeles County, within  
14 the Central District of California, and elsewhere, defendants  
15 ASLANYAN, VASQUEZ, ESPANA, and GARRISON, together with others  
16 known and unknown to the Grand Jury, knowingly combined,  
17 conspired, and agreed to commit health care fraud, in violation  
18 of Title 18, United States Code, Section 1347.

19 C. THE MANNER AND MEANS OF THE CONSPIRACY

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

22 a. Defendant ASLANYAN caused the filing of articles  
23 of incorporation for Multiple Trading with the State of  
24 California.

25 b. On behalf of Multiple Trading, defendant VASQUEZ  
26 caused the filing of a statement of information with the State of  
27 California that listed herself as the chief executive officer,  
28 secretary, director, and registered agent of Multiple Trading.

1 c. Defendant VASQUEZ caused the filing of a  
2 fictitious business name statement with Los Angeles County to  
3 operate Multiple Trading under the fictitious name "Advanced  
4 Medical Services."

5 d. Through Multiple Trading, defendants ASLANYAN and  
6 VASQUEZ, with the assistance of CCI and other co-conspirators,  
7 operated and managed a series of fraudulent medical clinics in  
8 and around Los Angeles County, including, but not limited to, the  
9 West Vernon and Woodman Clinics.

10 e. Defendant VASQUEZ recruited and hired physicians  
11 to work at these clinics in order for her, defendant ASLANYAN,  
12 and their co-conspirators to obtain and use the physicians'  
13 names, UPINs, and Medicare provider numbers.

14 f. Defendant VASQUEZ recruited one physician, L.L.,  
15 for a position at the Woodman Clinic, but L.L. declined the  
16 position. Nevertheless, unbeknownst to L.L., defendant VASQUEZ  
17 caused L.L.'s name to be printed on a prescription pad, and  
18 caused his name, UPIN, and Medicare provider number to be used  
19 without L.L.'s permission.

20 g. Defendant VASQUEZ recruited and hired defendant  
21 ESPANA and other physician assistants to work at the clinics.  
22 Defendant VASQUEZ hired defendant ESPANA and other physician  
23 assistants to both refer Medicare beneficiaries for diagnostic  
24 testing and produce fraudulent prescriptions and documents for  
25 power wheelchairs, power wheelchair accessories, and other DME  
26 the beneficiaries did not medically need.

27 h. Defendants ASLANYAN and VASQUEZ instructed the  
28 physician assistants who worked at the West Vernon and Woodman

1 Clinics, including defendant ESPANA, to produce fraudulent  
2 prescriptions and documents for power wheelchairs, wheelchair  
3 accessories, and other DME for Medicare beneficiaries, even  
4 though the beneficiaries did not medically need the power  
5 wheelchairs, power wheelchair accessories, or other DME.

6 i. Individuals known as "marketers" recruited  
7 Medicare beneficiaries to provide the marketers with their names  
8 and HICNs. The marketers provided this information to co-  
9 conspirators associated with the West Vernon and Woodman Clinics,  
10 and defendants ASLANYAN, VASQUEZ, ESPANA, and GARRISON then used  
11 this information to refer the beneficiaries for diagnostic  
12 testing or produce or cause the production of fraudulent  
13 prescriptions and documents relating to power wheelchairs, power  
14 wheelchair accessories, and other DME the beneficiaries did not  
15 medically need.

16 j. From in or about March 2007 to in or about May  
17 2008, defendant GARRISON worked at the West Vernon and Woodman  
18 Clinics, where he performed physical evaluations, referred  
19 Medicare beneficiaries for diagnostic testing, and produced  
20 fraudulent prescriptions and documents relating to power  
21 wheelchairs, power wheelchair accessories, and other DME the  
22 beneficiaries did not medically need. Defendant GARRISON  
23 performed these tasks by using the names and UPINs of L.L. and  
24 other physicians who did not supervise defendant GARRISON, had  
25 not entered into delegation of services agreements with defendant  
26 GARRISON, and had not authorized defendant GARRISON to perform  
27 medical services or write prescriptions or documents using their  
28 names or UPINs.

1 k. Defendant GARRISON also wrote prescriptions and  
2 documents relating to medically-unnecessary power wheelchairs,  
3 power wheelchair accessories, and other DME for Medicare  
4 beneficiaries who never visited the West Vernon or Woodman  
5 Clinics or saw defendant GARRISON.

6 l. From in or about late November 2007 to in or about  
7 February 2008, defendant ESPANA performed physical evaluations,  
8 referred beneficiaries for diagnostic testing, and produced  
9 fraudulent prescriptions and documents relating to power  
10 wheelchairs, power wheelchair accessories, and other DME the  
11 beneficiaries did not need. Defendant ESPANA performed these  
12 tasks by using the names and UPINs of L.L. and other physicians  
13 who did not supervise defendant ESPANA, had not entered into  
14 delegation of services agreements with defendant ESPANA, and had  
15 not authorized defendant ESPANA to write prescriptions and  
16 documents using their names or UPINs.

17 m. In or about January 2008, defendant ESPANA  
18 recruited M.G., a physician, to serve as her supervising  
19 physician at the Woodman Clinic, and entered into a delegation of  
20 services agreement with M.G. Defendant ESPANA used M.G.'s name  
21 and UPIN to perform physical evaluations, refer beneficiaries for  
22 diagnostic testing, and produce fraudulent prescriptions and  
23 documents relating to medically-unnecessary power wheelchairs,  
24 power wheelchair accessories, and other DME even though M.G. did  
25 not in fact know about or authorize many of these tasks.

26 n. In addition to owning and operating fraudulent  
27 medical clinics, defendant ASLANYAN also owned, operated, and  
28

1 controlled various DME supply companies, including Vila Medical  
2 and Blanc Medical.

3 o. To conceal defendant ASLANYAN's ownership of Vila  
4 Medical, CC1 submitted a Medicare application on behalf of  
5 defendant ASLANYAN and Vila Medical that listed CC1 as Vila  
6 Medical's director, and thereby obtained a Medicare provider  
7 number.

8 p. In or about April 2007, defendant ASLANYAN  
9 purchased Blanc Medical pursuant to a verbal agreement by which  
10 Blanc Medical's then-owner, G.D., remained the nominee owner of  
11 Blanc Medical, but transferred beneficial ownership to defendant  
12 ASLANYAN.

13 q. Defendant ASLANYAN, CC1, and other co-conspirators  
14 provided or sold the fraudulent prescriptions and documents  
15 relating to power wheelchairs, power wheelchair accessories, and  
16 other DME to Vila Medical, Blanc Medical, and other DME supply  
17 companies, some of which defendant ASLANYAN owned, operated, and  
18 controlled, and others of which he did not. The DME supply  
19 companies that defendant ASLANYAN did not own, operate, or  
20 control included, among others, Kimco Medial Supply, Inc.  
21 ("Kimco"), K & K Medical Supply, Inc. ("K & K"), and Contempo  
22 Medical Equipment, Inc. ("Contempo").

23 r. The above-referenced DME supply companies,  
24 including Vila Medical, Blanc Medical, Kimco Medical, K & K, and  
25 Contempo, used the fraudulent prescriptions and documents they  
26 purchased from defendant ASLANYAN, CC1, and others to submit  
27 false and fraudulent claims to Medicare.

28

1           23. As part of the fraudulent scheme described above,  
2 defendants ASLANYAN, VASQUEZ, ESPANA, and GARRISON, and others  
3 known and unknown to the Grand Jury, caused Vila Medical, Blanc  
4 Medical, and other DME supply companies to submit to Medicare  
5 approximately \$18,906,104 of false and fraudulent Medicare  
6 claims, resulting in Medicare payments of approximately  
7 \$11,186,918.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1                                    COUNTS TWO THROUGH ELEVEN

2                                    [18 U.S.C. §§ 1347, 2(b)]

3    A.    INTRODUCTORY ALLEGATIONS

4            24.    The Grand Jury incorporates by reference and re-alleges  
5 paragraphs 1 through 20 of this First Superseding Indictment as  
6 though set forth in their entirety here.

7    B.    THE SCHEME TO DEFRAUD

8            25.    Beginning in or about March 2007 and continuing through  
9 in or about September 2008, in Los Angeles County, within the  
10 Central District of California, and elsewhere, defendants  
11 ASLANYAN, VASQUEZ, ESPANA, and GARRISON, together with CCI and  
12 others known and unknown to the Grand Jury, knowingly, willfully,  
13 and with intent to defraud, executed, and attempted to execute, a  
14 scheme and artifice: (a) to defraud a health care benefit  
15 program, namely Medicare, as to material matters in connection  
16 with the delivery of and payment for health care benefits, items,  
17 and services; and (b) to obtain money from Medicare by means of  
18 material false and fraudulent pretenses and representations and  
19 the concealment of material facts in connection with the delivery  
20 of and payment for health care benefits, items, and services.

21    C.    MEANS TO ACCOMPLISH THE SCHEME TO DEFRAUD

22            26.    The scheme operated in substance as described in  
23 Paragraphs 22 and 23 of this First Superseding Indictment, which  
24 are hereby incorporated by reference as though set forth in their  
25 entirety here.

26    //

27    //

28

1 D. THE EXECUTION OF THE FRAUDULENT SCHEME

2 27. On or about the dates set forth below, within the  
 3 Central District of California and elsewhere, the defendants  
 4 identified below, for the purpose of executing and attempting to  
 5 execute the fraudulent scheme described above, knowingly and  
 6 willfully submitted and caused to be submitted to Medicare the  
 7 following false and fraudulent claims for payment:

COUNT	DEPENDANT	CLAIM NUMBER	DATE SUBMITTED (DME COMPANY)	APPROX. AMOUNT SUBMITTED / PAID	NATURE OF CLAIM
TWO	ASLANYAN VASQUEZ GARRISON	107248829180000	09/05/07 (BLANC)	\$5,675/ \$4,159	Power wheelchair and accessories for A.C.
THREE	ASLANYAN VASQUEZ ESPANA	107352814916000	12/18/07 (CONTEMPO)	\$5,940/ \$4,214	Power wheelchair and accessories for L.F.
FOUR	ASLANYAN VASQUEZ GARRISON	108007871526000	01/07/08 (K & K)	\$5,865/ \$4,106	Power wheelchair and accessories for A.G.
FIVE	ASLANYAN VASQUEZ GARRISON	108007818183000	1/07/08 (KIMCO)	\$5,865/ \$4,106	Power wheelchair and accessories for G.C.
SIX	ASLANYAN VASQUEZ ESPANA	108029829664000	01/29/08 (BLANC)	\$5,675/ \$4,159	Power wheelchair and accessories for R.R.
SEVEN	ASLANYAN VASQUEZ ESPANA	108045831940000	02/14/08 (BLANC)	\$5,375/ \$3,995	Power wheelchair and accessories for H.B.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

COUNT	DEFENDANT	CLAIM NUMBER	DATE SUBMITTED (DME COMPANY)	APPROX. AMOUNT SUBMITTED / PAID	NATURE OF CLAIM
EIGHT	ASLANYAN VASQUEZ ESPANA	108045831941000	02/14/08 (BLANC)	\$5,375/ \$3,995	Power wheelchair and accessories for S.B.
NINE	ASLANYAN VASQUEZ GARRISON	108112891413000	04/21/08 (KIMCO)	\$5,865/ \$4,136	Power wheelchair and accessories for M.A.
TEN	ASLANYAN VASQUEZ GARRISON	108112891415000	04/21/08 (KIMCO)	\$5,865/ \$4,214	Power wheelchair and accessories for T.A.
ELEVEN	ASLANYAN VASQUEZ GARRISON	108112891414000	04/21/08 (KIMCO)	\$5,865/ \$4,214	Power wheelchair and accessories for G.A.

COUNT TWELVE

[18 U.S.C. §§ 1028A, 2(b)]

28. The Grand Jury hereby realleges and incorporates by reference paragraphs 1 through 20, 22, and 23 of this First Superseding Indictment, as though set forth in their entirety here.

29. Between in or about November 2007 and in or about September 2008, in Los Angeles County, within the Central District of California, and elsewhere, defendants ASLANYAN, VASQUEZ, and GARRISON, together with others known and unknown to the Grand Jury, knowingly transferred, possessed, and used, and caused to be transferred, possessed, and used, without lawful authority, a means of identification of another person, that is, L.L.'s name and UPIN, during and in relation to the following felonies: Conspiracy to Commit Health Care Fraud and Health Care Fraud, a felony violation of Title 18, United States Code, Sections 1349 and 1347, as charged in Count One, above.

A TRUE BILL

*/s/*  
Foreperson

ANDRÉ BIROTTE JR.  
United States Attorney

*Christine C. Ewell*

CHRISTINE C. EWELL  
Assistant United States Attorney  
Chief, Criminal Division

BEONG-SOO KIM  
Assistant United States Attorney  
Acting Chief, Major Frauds Section

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

JONATHAN T. BAUM  
Trial Attorney, Fraud Section  
United States Department of Justice

1 ANDRÉ BIROTTE JR.  
 United States Attorney  
 2 ROBERT E. DUGDALE  
 Assistant United States Attorney  
 3 Chief, Criminal Division  
 JONATHAN T. BAUM  
 4 Trial Attorney, Fraud Section  
 Criminal Division, United States Department of Justice  
 5 1100 Floor, United States Courthouse  
 312 North Spring Street  
 6 Los Angeles, California 90012  
 Telephone: (213) 894-6495  
 7 Facsimile: (213) 894-2387  
 E-mail: jonathan.baum@usdoj.gov  
 8 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA  
 9

10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27

UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,	)	CR No. 08-1084 (A) -CBM
	)	
Plaintiff,	)	<u>AMENDED PLEA AGREEMENT FOR</u>
	)	<u>DEFENDANT EDUARD ASLANYAN</u>
v.	)	
	)	
EDWARD ALANYAN et al.,	)	
	)	
Defendants.	)	
	)	
	)	

---

1. This constitutes the plea agreement between Edward Aslanyan ("defendant") and the Fraud Section of the United States Department of Justice and the United States Attorney's Office for the Central District of California (collectively, "the USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

//



1 known to defendant about, all monies, properties, and/or assets  
2 of any kind, owned and/or controlled by him, including, but not  
3 limited to, all monies, properties, and/or assets derived from or  
4 acquired as a result of, or used to facilitate the commission of,  
5 defendant's illegal activities, and to forfeit all right, title,  
6 and interest in and to such items, specifically including all  
7 right, title, and interest in and to all United States currency,  
8 property and assets.

9           b) Pursuant to Title 21, United States Code, Section  
10 853(p), as incorporated by Title 18, United States Code, Section  
11 982(b)(1) and Title 28, United States Code, Section 2461(c),  
12 forfeit substitute property, up to the value of any property,  
13 real or personal, that constitutes or is derived, directly or  
14 indirectly, from gross proceeds traceable to the commission of  
15 such offense, and/or a sum of money equal to the total amount of  
16 gross proceeds derived from such offense, if, by any act or  
17 omission of defendant, the substitute property, or any portion  
18 thereof, cannot be located upon the exercise of due diligence;  
19 has been transferred, sold to or deposited with a third party;  
20 has been placed beyond the jurisdiction of this court; has been  
21 substantially diminished in value; or has been commingled with  
22 other property that cannot be divided without difficulty.

23           c) To the Court's entry of an order of forfeiture at or  
24 before sentencing with respect to these assets and to the  
25 forfeiture of the assets.

26           d) To take whatever steps are necessary to pass to the  
27

1 United States clear title to the assets described above,  
2 including, without limitation, the execution of a consent decree  
3 of forfeiture and the completing of any other legal documents  
4 required for the transfer of title to the United States.

5 e) Not to contest any administrative forfeiture  
6 proceedings or civil judicial proceedings commenced against these  
7 properties. With respect to any criminal forfeiture ordered as a  
8 result of this plea agreement, defendant waives the requirements  
9 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding  
10 notice of the forfeiture in the charging instrument,  
11 announcements of the forfeiture sentencing, and incorporation of  
12 the forfeiture in the judgment. Defendant acknowledges that  
13 forfeiture of the assets is part of the sentence that may be  
14 imposed in this case and waives any failure by the Court to  
15 advise defendant of this, pursuant to Federal Rule of Criminal  
16 Procedure 11(b)(1)(J), at the time the Court accepts defendant's  
17 guilty plea.

18 f) Not to assist any other individual in any effort  
19 falsely to contest the forfeiture of the assets described above.

20 g) Not to claim that reasonable cause to seize the  
21 assets was lacking.

22 h) To prevent the transfer, sale, destruction, or loss  
23 of any and all assets described above to the extent defendant has  
24 the ability to do so.

25 THE USAO'S OBLIGATIONS

26 4. The USAO agrees to:  
27

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

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

4 c) At the time of sentencing, move to dismiss the  
5 remaining counts of the first superseding indictment as against  
6 defendant and the underlying indictment. Defendant agrees,  
7 however, that at the time of sentencing the Court may consider  
8 the dismissed counts and the underlying indictment in determining  
9 the applicable Sentencing Guidelines range, the propriety and  
10 extent of any departure from that range, and the sentence to be  
11 imposed after consideration of the Sentencing Guidelines and all  
12 other relevant factors under 18 U.S.C. § 3553(a).

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

20 e) With respect to count one, recommend that defendant be  
21 sentenced to a term of imprisonment no higher than the low end of  
22 the agreed upon Sentencing Guidelines range.

23 NATURE OF THE OFFENSE

24 5. Defendant understands that for defendant to be guilty  
25 of the crime charged in count one of the first superseding  
26 indictment (violation of Title 18, United States Code, Section  
27

1 1349), the following must be true:

2 a) Beginning in or about March 2007, and ending in or  
3 about September 2008, there was an agreement between defendant  
4 and one or more people to commit health care fraud, in violation  
5 of 18 U.S.C. § 1347; and

6 b) Defendant became a member of the conspiracy  
7 knowing of at least one or more of its objects, and intending to  
8 help accomplish it.

9 Defendant admits that defendant is, in fact, guilty of this  
10 offense as described in count one of the first superseding  
11 indictment.

12 PENALTIES AND RESTITUTION

13 6. Defendant understands that the statutory maximum  
14 sentence that the Court can impose for a violation of Title 18,  
15 United States Code, Section 1349, is: ten years imprisonment; a  
16 three-year period of supervised release; a fine of \$250,000 or  
17 twice the gross gain or gross loss resulting from the offense,  
18 whichever is greatest; and a mandatory special assessment of  
19 \$100.

20 7. Defendant understands that defendant will be required  
21 to pay full restitution to the victims of the offense. Defendant  
22 agrees that, in return for the USAO's compliance with its  
23 obligations under this agreement, the amount of restitution is  
24 not restricted to the amounts alleged in the count to which  
25 defendant is pleading guilty and may include losses arising from  
26 counts dismissed and charges not prosecuted pursuant to this

27

1 agreement as well as all relevant conduct in connection with  
2 those counts and charges. The parties currently believe that the  
3 applicable amount of restitution is between \$2,500,001 and  
4 \$13,693,152, but recognize and agree that this amount could  
5 change based on facts that come to the attention of the parties  
6 prior to sentencing.

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

17 9. Defendant understands that, by pleading guilty,  
18 defendant may be giving up valuable government benefits and  
19 valuable civic rights, such as the right to vote, the right to  
20 possess a firearm, the right to hold office, and the right to  
21 serve on a jury. Defendant understands that once the Court  
22 accepts defendant's guilty plea, it will be a federal felony for  
23 defendant to possess a firearm or ammunition. Defendant  
24 understands that the conviction in this case may also subject  
25 defendant to various other collateral consequences, including but  
26 not limited to revocation of probation, parole, or supervised  
27

1 release in another case and suspension or revocation of a  
2 professional license. Defendant understands that unanticipated  
3 collateral consequences will not serve as grounds to withdraw  
4 defendant's guilty plea.

5 10. Defendant understands that, if defendant is not a  
6 United States citizen, the felony conviction in this case may  
7 subject defendant to removal, also known as deportation, which  
8 may, under some circumstances, be mandatory. The Court cannot,  
9 and defendant's attorney also may not be able to, advise  
10 defendant fully regarding the immigration consequences of the  
11 felony conviction in this case. Defendant understands that by  
12 entering a guilty plea defendant waives any claim that unexpected  
13 immigration consequences may render defendant's guilty plea  
14 invalid.

15 FACTUAL BASIS

16 11. Defendant and the USAO agree to the statement of facts  
17 set forth in Attachment A, which is incorporated by reference  
18 into this agreement. Defendant and the USAO agree that the  
19 statement of facts set forth in Attachment A is sufficient to  
20 support a plea of guilty to the charge described in this  
21 agreement and to establish the Sentencing Guidelines factors set  
22 forth in paragraph 13 below, but is not meant to be a complete  
23 recitation of all facts relevant to the underlying criminal  
24 conduct or all facts known to either party that relate to that  
25 conduct.

26 //

27

SENTENCING FACTORS

12. Defendant understands that in determining defendant's sentence the Court is required to consider the factors set forth in 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence and sentencing range established under the Sentencing Guidelines. Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

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

- Base Offense Level : 6 [U.S.S.G. § 2B1.1(a)(2)]
  - Specific Offense Characteristics  
(Loss Between : +18 - +20 [U.S.S.G. § 2B1.1(b)(1)(J) -  
(More Than \$2.5 million (K)]  
& More Than \$7 million)
  - Sophisticated Means : +2 [U.S.S.G. § 2B1.1(b)(9)(C)]
  - Acceptance of Responsibility : -3 [U.S.S.G. §§ 3E1.1(a) and (b)]
- 
- Total Offense Level : 23 - 25

14. The USAO will agree to a two-level downward adjustment for acceptance of responsibility (and, if applicable, move for an additional one-level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the conditions set forth in paragraph 4(d) are

1 met. Subject to paragraph 26 below, defendant and the USAO agree  
2 not to seek, argue, or suggest in any way, either orally or in  
3 writing, that any other specific offense characteristics,  
4 adjustments, or departures relating to the offense level be  
5 imposed. Defendant agrees, however, that if, after signing this  
6 agreement but prior to sentencing, defendant were to commit an  
7 act, or the USAO were to discover a previously undiscovered act  
8 committed by defendant prior to signing this agreement, which  
9 act, in the judgment of the USAO, constituted obstruction of  
10 justice within the meaning of U.S.S.G. § 3C1.1, the USAO would be  
11 free to seek the enhancement set forth in that section.

12 Defendant understands that defendant's offense level could be  
13 increased if defendant is a career offender under U.S.S.G. §§  
14 4B1.1 and 4B1.2. If defendant's offense level is so altered,  
15 defendant and the USAO will not be bound by the agreement to  
16 Sentencing Guideline factors set forth above.

17 15. Defendant understands that there is no agreement as to  
18 defendant's criminal history or criminal history category.

19 16. Defendant and the USAO reserve the right to argue for a  
20 sentence outside the sentencing range established by the  
21 Sentencing Guidelines based on the factors set forth in 18 U.S.C.  
22 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

23 WAIVER OF CONSTITUTIONAL RIGHTS

24 17. Defendant understands that by pleading guilty,  
25 defendant gives up the following rights:

26 a) The right to persist in a plea of not guilty.

27

1           b) The right to a speedy and public trial by jury.

2           c) The right to the assistance of an attorney at trial,  
3 including the right to have the Court appoint an attorney to  
4 represent defendant at trial. Defendant understands, however,  
5 that, despite defendant's guilty plea, defendant retains the  
6 right to be represented by an attorney -- and, if necessary, to  
7 have the Court appoint an attorney if defendant cannot afford one  
8 -- at every other stage of the proceeding.

9           d) The right to be presumed innocent and to have the  
10 burden of proof placed on the government to prove defendant  
11 guilty beyond a reasonable doubt.

12           e) The right to confront and cross-examine witnesses  
13 against defendant.

14           f) The right to testify on defendant's own behalf and  
15 present evidence in opposition to the charges, including calling  
16 witnesses and subpoenaing those witnesses to testify.

17           g) The right not to be compelled to testify, and, if  
18 defendant chose not to testify or present evidence, to have that  
19 choice not be used against defendant.

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

23                           WAIVER OF APPEAL OF CONVICTION

24           18. Defendant understands that, with the exception of an  
25 appeal based on a claim that defendant's guilty plea was  
26 involuntary, by pleading guilty defendant is waiving and giving  
27

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

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 19. Defendant agrees that, provided the Court imposes a  
5 term of imprisonment within or below the range corresponding to  
6 an offense level of between 23 to 25 and the criminal history  
7 category calculated by the Court, defendant gives up the right to  
8 appeal all of the following: (a) the procedures and calculations  
9 used to determine and impose any portion of the sentence; (b) the  
10 term of imprisonment imposed by the Court; (c) the fine imposed  
11 by the Court, provided it is within the statutory maximum; (d)  
12 the amount and terms of any restitution order, provided it  
13 requires payment of no more than \$13,693,152; (e) the term of  
14 probation or supervised release imposed by the Court, provided it  
15 is within the statutory maximum; and (f) any of the following  
16 conditions of probation or supervised release imposed by the  
17 Court: the standard conditions set forth in General Orders 318,  
18 01-05, and/or 05-02 of this Court; the drug testing conditions  
19 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol  
20 and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

21 20. The USAO agrees that, provided the Court imposes a term  
22 of imprisonment within or above the range corresponding to an  
23 offense level of between 23 to 25 and the criminal history  
24 category calculated by the Court, the USAO gives up its right to  
25 appeal any portion of the sentence, with the exception that the  
26  
27

1 USAO reserves the right to appeal the amount of restitution  
2 ordered if that amount is less than \$13,693,152.

3 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

20 EFFECTIVE DATE OF AGREEMENT

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

25 //

26 //

27



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

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

17                           COURT AND PROBATION OFFICE NOT PARTIES

18           25. Defendant understands that the Court and the United  
19 States Probation Office are not parties to this agreement and  
20 need not accept any of the USAO's sentencing recommendations or  
21 the parties' agreements to facts or sentencing factors.

22           26. Defendant understands that both defendant and the USAO  
23 are free to: (a) supplement the facts by supplying relevant  
24 information to the United States Probation Office and the Court,  
25 (b) correct any and all factual misstatements relating to the  
26 Court's Sentencing Guidelines calculations, and (c) argue on

27

1 appeal and collateral review that the Court's Sentencing  
2 Guidelines calculations are not error, although each party agrees  
3 to maintain its view that the calculations in paragraph 13 are  
4 consistent with the facts of this case. While this paragraph  
5 permits both the USAO and defendant to submit full and complete  
6 factual information to the United States Probation Office and the  
7 Court, even if that factual information may be viewed as  
8 inconsistent with the facts agreed to in this agreement, this  
9 paragraph does not affect defendant's and the USAO's obligations  
10 not to contest the facts agreed to in this agreement.

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

22                                   NO ADDITIONAL AGREEMENTS

23       28. Defendant understands that, except as set forth herein,  
24 there are no promises, understandings, or agreements between the  
25 USAO and defendant or defendant's attorney, and that no  
26 additional promise, understanding, or agreement may be entered  
27

1 into unless in a writing signed by all parties or on the record  
2 in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

8 AGREED AND ACCEPTED

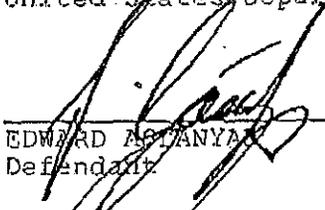
9 UNITED STATES ATTORNEY'S OFFICE  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 ANDRÉ BIROTTE JR.  
12 United States Attorney

13 

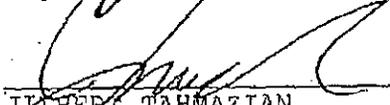
14 JONATHAN T. BAUM  
15 Trial Attorney, Fraud Section  
16 United States Department of Justice

4/19/2011  
Date

17 

18 EDWARD ASLANYAN  
19 Defendant

4/19/2011  
Date

20 

21 GILBERT TAHMAZIAN  
22 Attorney for Defendant  
23 Edward Aslanyan

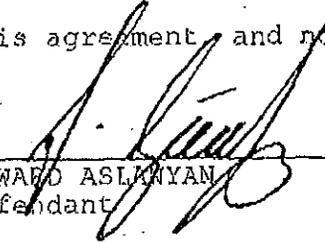
4/19/2011  
Date

24  
25  
26  
27

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

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

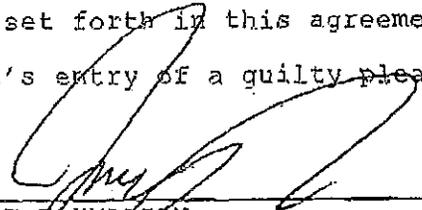
  
\_\_\_\_\_  
EDWARD ASLANYAN  
Defendant

4/19/2011  
Date

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

CERTIFICATION OF DEFENDANT'S ATTORNEY

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

  
\_\_\_\_\_  
GILBERT AHMAKIAN  
Attorney for Defendant  
Edward Aslanyan

4/19/11  
\_\_\_\_\_  
Date

1 ATTACHMENT A

2 STATEMENT OF FACTS TO THE PLEA AGREEMENT OF EDUARD ASLANYAN

3 Defendant Eduard ASLANYAN ("ASLANYAN") and the USAO agree and  
4 stipulate to the following facts:

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

8 2. From in or about March 2007, through in or about  
9 September 2008, defendant ASLANYAN agreed, conspired, and combined  
10 with his co-defendants, Armen Shagoyan ("Shagoyan"), Carolyn  
11 Vasquez ("Vasquez"), David Garrison ("Garrison"), and others to  
12 defraud Medicare by establishing a series of fraudulent medical  
13 clinics that defendant ASLANYAN and others operated through  
14 "Multiple Trading, Inc." ("Multiple Trading"), a corporation  
15 defendant ASLANYAN formed in February 2007. Defendant ASLANYAN and  
16 his co-conspirators established these medical clinics to defraud  
17 Medicare.

18 3. The fraudulent medical clinics that defendant ASLANYAN  
19 and his co-conspirators operated were located in and around Los  
20 Angeles, California, within the Central District of California.  
21 From these clinics, defendant ASLANYAN, Shagoyan, Vasquez,  
22 Garrison, and their co-conspirators perpetrated a Medicare fraud  
23 scheme that operated as follows:

24 a. Defendant ASLANYAN and his co-conspirators rented  
25 space at various locations in and around Los Angeles, and used  
26 these locations to establish medical clinics. Defendant ASLANYAN  
27

1 paid the rent at the clinics, and hired office staff to work at the  
2 clinics.

3           b. Vasquez recruited physicians and physician  
4 assistants to work at the clinics. Vasquez told the physicians  
5 that they would be the medical directors of a clinic, but that they  
6 could leave the day-to-day operation of the clinic to Multiple  
7 Trading or another company owned and controlled by defendant  
8 ASLANYAN and his co-conspirators. Defendant ASLANYAN and Vasquez  
9 provided each physician with a management agreement that required  
10 the physician to hire Multiple Trading or one of the other  
11 companies to manage the clinic in exchange for seventy-five percent  
12 of all the revenue the physician received from Medicare for the  
13 services billed to Medicare by the clinic.

14           c. Vasquez also told the physicians that they did not  
15 need to be at the clinics on a daily basis, and that Garrison and  
16 other physician assistants hired by defendant ASLANYAN and Vasquez  
17 would treat the Medicare beneficiaries who came to the clinics.

18           d. Vasquez assisted the physicians with obtaining  
19 Medicare provider numbers, which the clinics used to submit false  
20 claims to Medicare, and opening the bank accounts into which  
21 Medicare deposited the reimbursement payments for the claims.

22           e. Defendant ASLANYAN hired individuals known as  
23 "marketers" who worked the streets of Los Angeles and the  
24 surrounding areas to find Medicare beneficiaries who were willing  
25 to provide the marketers with their Medicare billing information in  
26 exchange for free power wheelchairs ("PWCs"), medical equipment,

27

1 and other services for which most of the beneficiaries did not have  
2 a legitimate medical need. Defendant ASLANYAN and his co-  
3 conspirators paid cash kickbacks to the marketers in return for the  
4 beneficiaries' Medicare billing numbers.

5 f. Defendant ASLANYAN allowed fraudulent diagnostic  
6 testing companies to come his medical clinics, and use the Medicare  
7 billing information that he and his co-conspirators purchased from  
8 the marketers to submit false claims to Medicare for fraudulent  
9 diagnostic tests which were ordered at the clinics by Garrison and  
10 the other physician assistants. In return, the diagnostic testing  
11 companies paid defendant ASLANYAN a kickback that they disguised as  
12 rent payments to defendant ASLANYAN.

13 g. Defendant ASLANYAN, Vasquez, and their co-  
14 conspirators instructed Garrison and the other physician assistants  
15 who worked at the clinics to order diagnostic tests for and  
16 prescribe PWCs, medical equipment, and other services to the  
17 beneficiaries regardless of whether the beneficiaries had a  
18 legitimate medical need for the tests, wheelchairs, medical  
19 equipment, or services. In return, Garrison and the other  
20 physician assistants received cash payments from defendant ASLANYAN  
21 and his co-conspirators.

22 h. In some cases, Garrison and the other physician  
23 assistants who worked at the medical clinics ordered diagnostic  
24 tests and prescribed PWCs, medical equipment, and services using  
25 prescription pads and medical documents printed with the names of  
26 physicians whom they never met, did not supervise them, or did not

27

1 even work at the clinics. For instance, one physician, L.L.,  
2 applied for but did not accept a job at one of defendant ASLANYAN's  
3 fraudulent medical clinics. Nevertheless, defendant ASLANYAN and  
4 his co-conspirators printed prescription pads and medical documents  
5 in L.L.'s name which L.L. did not authorize them to do. Garrison  
6 and the other physician assistants then used the prescription pads  
7 and medical documents printed with L.L.'s name to order diagnostic  
8 tests and prescribe PWCs, medical equipment, and other services  
9 even though L.L. did not authorize them to do so. Defendant  
10 ASLANYAN and his co-conspirators used these prescriptions and  
11 medical documents to submit false claims to Medicare.

12 i. Defendant ASLANYAN, Shagoyan, and their co-  
13 conspirators sold the fraudulent prescriptions and medical  
14 documents that Garrison and the other physician assistant wrote at  
15 the clinics for cash to the owners and operators of fraudulent  
16 medical equipment supply companies, who used the prescriptions and  
17 documents to submit false claims to Medicare.

18 j. Defendant ASLANYAN, Shagoyan, and their co-  
19 conspirators also used the fraudulent prescriptions and medical  
20 documents that Garrison and the other physician assistants wrote at  
21 defendant ASLANYAN's clinics to submit false claims to Medicare  
22 through Vila Medical Supply, Inc., and Blanc Medical Supplies,  
23 which were two fraudulent medical supply companies which defendant  
24 ASLANYAN owned and controlled through straw owners.

25  
26  
27

1 4. As a result of the fraud scheme described above and  
2 defendant ASLANYAN's conduct, the parties agree that Medicare was  
3 defrauded of between approximately \$2,500,001 and \$13,693,152.

4 5. Defendant ASLANYAN committed all of the above acts  
5 knowingly and willfully, and with the intent to defraud.

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

v

E.A. Def. Initials

United States District Court  
Central District of California

UNITED STATES OF AMERICA vs.

Docket No. CR08-1084(A) CBM

Defendant EDWARD ASLANYAN

Social Security No. [REDACTED]

Edward Aslanya, Edward Aslanyen, Edward  
akas: Aslayan, Hovsep Brutyan, Eduardo Aslanyan

(Last 4 digits)

**JUDGMENT AND PROBATION/COMMITMENT ORDER**

MONTH	DAY	YEAR
FEB.	6	2012

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

COUNSEL	<input type="checkbox"/>	WITH
	<input checked="" type="checkbox"/>	COUNSEL

Jilbert Tahmazian, retained

(Name of Counsel)

PLEA	<input checked="" type="checkbox"/>	GUILTY, and the court being satisfied that there is a factual basis for the plea.	<input type="checkbox"/>	NOLO CONTENDERE	<input type="checkbox"/>	NOT GUILTY
------	-------------------------------------	---	--------------------------	--------------------	--------------------------	---------------

**FINDING** There being a finding/verdict of **GUILTY**, defendant has been convicted as charged of the offense(s) of: Conspiracy to Commit Health Care Fraud, in violation of 18 USC Sections 1349, 1347, a Class C Felony, as charged in Count 1 of the First Superseding Indictment.

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

Seventy Seven (77) Months.

Upon release from imprisonment, the defendant shall be placed on supervised release for a term of Three (3) Years under the following terms and conditions: (1) The defendant shall comply with the rules and regulations of the U. S. Probation Office and General Order No. 01-05; (2) the defendant shall comply with the rules and regulations of the U. S. Probation Office and General Order 05-02; (3) the defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, not to exceed eight tests per month, as directed by the Probation Officer; (4) 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; (5) the defendant shall comply with the immigration rules and regulations of the United States, and if deported or removed 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 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 N. Spring Street, Room 600, Los Angeles, California 90012; (6) the defendant shall not obtain or possess any driver's license, Social Security number, birth certificate, passport or any other form of identification in any name, other than the defendant's true legal name; nor shall the defendant use, for any purpose or in any manner, any name other than his true legal name or names without the prior written approval of the Probation Officer; (7) the defendant shall not be employed in any position that requires licensing and/or certification by any local, state or federal agency without prior approval of the Probation Officer; and (8) the defendant shall cooperate in the collection of a DNA sample from the defendant.

It is ordered that the defendant shall pay to the United States a special assessment of \$100, which is due immediately but may be paid during the term of supervised release. 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.

It is ordered that the defendant shall pay restitution in the total amount of \$10,853,369.79 to Medicare, pursuant to 18 USC Section 3663A. 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 restitution remains unpaid after release from custody, the remaining balance of restitution shall be paid in full no later than 30 days after the commencement of supervision and the Probation Office shall make a determination of the defendant's ability to pay restitution.

The defendant shall be held jointly and severally liable with co-participants, Armen Shagoyan, Carolyn Ann Vasquez, Zurama Claudina Espana, and David James Garrison, 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 Guidelines Section 5E1.1(a), all fines are waived as the Court finds that the defendant has established that he is unable to pay and is not likely to become able to pay any fine in addition to restitution.

In the interest of justice, Indictment CR08-1084 CBM and remaining Counts of the First Superseding Information CR08-1084(A) are dismissed.

The defendant was advised of his right to appeal, and if the defendant so wishes, defense counsel shall file a Notice of Appeal on behalf of the defendant.

It is further ordered that the defendant shall keep the 9<sup>th</sup> Circuit advised of his current address.

It is further ordered that the defendant shall receive credit for time served while in custody on this offense.

The defendant's bond is ordered exonerated.

The Court RECOMMENDS that the defendant be designated to FCI Taft.

*CBM*

*CBM*

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.

2/10/2012  
Date

*C. B. Marshall*  
CONSUELO B. MARSHALL  
UNITED STATES DISTRICT JUDGE

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



Clerk, U.S. District Court

2/10/2012  
Filed Date

By *J. M. Lau*  
Deputy Clerk

1002

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

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

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

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

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

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

Payments shall be applied in the following order:

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

**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

\_\_\_\_\_  
Date

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

**CERTIFICATE**

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

Clerk, U.S. District Court

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

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

---

**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