

UNDER SEAL

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

April 2021 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

BAHRAM TABIBIAN, M.D., and
HAYKUSH GRIGORYAN,
aka "Haykush Grigorian,"

Defendants.

No. 8:21-cr-00166-JLS

I N D I C T M E N T

[18 U.S.C. § 1349: Conspiracy
to Commit Health Care Fraud; 18
U.S.C. § 1347: Health Care
Fraud; 18 U.S.C. §§ 982(a)(7),
981(a)(1)(C), 28 U.S.C.
§ 2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Indictment:

1. Defendant BAHRAM TABIBIAN, M.D., a resident of Rancho Palos Verdes, California, was a physician licensed in the State of California who worked at Los Angeles Community Clinic, Inc. ("Los Angeles Community Clinic"), which was located at 1830 W. Olympic Boulevard, Suites 124 and 207, Los Angeles, California.

1 2. Beginning in or about July 2015, Los Angeles Community
2 Clinic was enrolled in the Medicaid of California program
3 ("Medi-Cal") as a primary care clinic. Beginning in or about
4 December 2015, Los Angeles Community Clinic was enrolled in the
5 Family Planning, Access, Care, and Treatment ("Family PACT")
6 program administered by Medi-Cal.

7 3. Defendant HAYKUSH GRIGORYAN, also known as "Haykush
8 Grigorian," a resident of Los Angeles, California, was a
9 phlebotomist who worked at Los Angeles Community Clinic.

10 4. Co-conspirator Hilda Haroutunian, a resident of
11 Glendale, California, owned and operated Los Angeles Community
12 Clinic.

13 The Medi-Cal Program

14 5. Medi-Cal was a health care benefit program, affecting
15 commerce, that provided reimbursement for medically necessary
16 health care services to indigent individuals in California.
17 Funding for Medi-Cal was shared between the federal government
18 and the State of California.

19 6. Individuals who qualified for Medi-Cal benefits were
20 referred to as "beneficiaries." The California Department of
21 Health Care Services ("DHCS") administered the Medi-Cal program.
22 DHCS authorized provider participation, determined beneficiary
23 eligibility, issued Medi-Cal benefits identification cards to
24 beneficiaries, and promulgated regulations for the
25 administration of the program.

1 7. Health care providers, including clinics, could
2 receive direct reimbursement from Medi-Cal by applying to Medi-
3 Cal and receiving a Medi-Cal provider number. Medi-Cal
4 reimbursed health care providers for medically necessary
5 treatment and services rendered to Medi-Cal beneficiaries.

6 8. To obtain payment for services, an enrolled provider,
7 using its unique provider number, submitted claims to Medi-Cal
8 certifying that the information on the claim form was truthful
9 and accurate and that the services provided were reasonable and
10 necessary to the health of the Medi-Cal beneficiary.

11 9. Medi-Cal was a health care benefit program, as defined
12 by Title 18, United States Code, Section 24(b).

13 The Family PACT Program

14 10. The Family PACT program provided family planning
15 services to indigent California residents through the Medi-Cal
16 program.

17 11. The Family PACT program assisted individuals with
18 access to family planning services, contraception, sexually
19 transmitted infection testing and treatment, HIV screening,
20 cancer screening, and limited infertility services. The Family
21 PACT program provided blood and urine lab analysis for patients
22 conducted at diagnostic laboratories. The Family PACT program
23 also provided patients with access to prescription contraception
24 and other prescription medication from pharmacies.

25 12. Family PACT providers were public and private sector
26 clinicians, including physicians and physician's assistants, who
27 were enrolled in the Medi-Cal program, as well as the Family
28 PACT program.

1 13. Eligibility determination for individuals, as well as
2 enrollment of individuals in the Family PACT program, was
3 conducted by Family PACT providers. Individuals were not
4 required to provide identification upon enrollment because the
5 Family PACT program was designed to protect patient
6 confidentiality due to the types of services provided. Upon
7 submission by a provider, an individual's enrollment in Family
8 PACT was approved.

9 14. Individuals who qualified for Family PACT benefits
10 were given a Health Access Programs ("HAP") card following
11 approval for enrollment. A HAP card was valid for one year.
12 After one year, eligibility for Family PACT had to be
13 recertified by the Family PACT provider.

14 15. Medi-Cal compensated Family PACT providers, pharmacies
15 and laboratories for medically necessary Family PACT services
16 provided to enrolled individuals.

17 B. OBJECT OF THE CONSPIRACY

18 16. Beginning in or around August 2016, in Los Angeles
19 County, within the Central District of California, and
20 elsewhere, defendant TABIBIAN knowingly conspired with co-
21 conspirator Haroutunian and others known and unknown to the
22 Grand Jury to commit health care fraud, in violation of Title
23 18, United States Code, Section 1347. Defendant TABIBIAN
24 remained a member of the conspiracy until at least in or around
25 October 2018. Defendant GRIGORYAN joined the conspiracy in or
26 around January 2018 and remained a member of the conspiracy
27 until at least in or around April 2019.

1 C. MANNER AND MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO
2 BE ACCOMPLISHED

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

5 a. Co-conspirator Haroutunian and others known and
6 unknown to the Grand Jury would direct the creation of and would
7 create false patient names and false patient charts in order to
8 submit false and fraudulent claims from Los Angeles Community
9 Clinic to Medi-Cal through the Family PACT program. These false
10 and fraudulent claims were for office visits that never
11 occurred, and family planning services that were never provided,
12 for patients who did not exist.

13 b. Defendant TABIBIAN and other providers known and
14 unknown to the Grand Jury would sign encounter forms in the
15 false patient charts, write prescriptions, and order lab tests
16 for patients they knew they had not seen, knowing the
17 prescriptions and orders would be referred to other providers
18 who would submit false and fraudulent claims to Medi-Cal based
19 on them.

20 c. Defendant GRIGORYAN and others known and unknown
21 to the Grand Jury would provide blood specimens drawn from
22 individuals who were not patients of Los Angeles Community
23 Clinic so that the blood specimens could be sent to diagnostic
24 laboratories as if these blood specimens came from the non-
25 existent patients.

1 d. Co-conspirator Haroutunian and others known and
2 unknown to the Grand Jury would refer the false patients to
3 diagnostic laboratories and provide the diagnostic laboratories
4 the blood specimens defendant GRIGORYAN had provided for the
5 false patients in exchange for cash kickbacks for these patient
6 referrals. Co-conspirator Haroutunian and defendant GRIGORYAN
7 knew the diagnostic laboratories would use these fabricated
8 specimens to submit false and fraudulent claims to Medi-Cal for
9 laboratory services.

10 e. Co-conspirator Haroutunian and others known and
11 unknown to the Grand Jury also would refer the prescriptions for
12 false patients written by defendant TABIBIAN and other providers
13 known and unknown to the Grand Jury to pharmacies, including
14 Five Star RX d/b/a Five Star Pharmacy ("Five Star Pharmacy"), in
15 exchange for cash kickbacks for the patient referrals and
16 knowing the referrals would be used by the pharmacies to submit
17 false and fraudulent claims to Medi-Cal.

18 f. Defendants TABIBIAN and GRIGORYAN, along with co-
19 conspirator Haroutunian and others known and unknown to the
20 Grand Jury, would knowingly and willfully submit, and cause to
21 be submitted, to Medi-Cal false and fraudulent claims, which
22 claims falsely represented that Los Angeles Community Clinic had
23 provided office visits and family planning services to patients
24 through the Family PACT program when, in fact, no services were
25 provided and the patients did not exist.

1 g. As the result of the submission of such false and
2 fraudulent claims, Medi-Cal would make payments to Los Angeles
3 Community Clinic's JPMorgan Chase bank accounts ending in -6289
4 and -3710, as well as co-conspirator Haroutunian's JPMorgan
5 Chase bank account ending in -1641.

6 18. From in or around August 2016 through in or around
7 April 2019, Los Angeles Community Clinic submitted approximately
8 \$4,173,435 in claims for Family PACT services to Medi-Cal and
9 was paid approximately \$3,845,252.

10 19. From in or around August 2016 through in or around
11 April 2019, diagnostic laboratories and pharmacies submitted
12 approximately \$4,639,666 in claims for Family PACT diagnostic
13 testing services and prescription drugs to Medi-Cal for Family
14 PACT patients referred by Los Angeles Community Clinic and were
15 paid approximately \$3,179,273.

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1 submitting and causing to be submitted to Medi-Cal the following
2 false and fraudulent claim for Family PACT services purportedly
3 provided to the patient set forth below:

PATIENT	CLAIM NUMBER	DATE CLAIM SUBMITTED	SERVICE CODE DESCRIPTION	AMOUNT CLAIMED
A.B.	8023606542700	1/19/18	OFFICE/ OUTPATIENT VISIT EST	\$100

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COUNT THREE

[18 U.S.C. §§ 1347, 2]

24. The Grand Jury re-alleges paragraphs 1 through 15 and 17 through 19 of this Indictment here.

A. THE SCHEME TO DEFRAUD

25. Beginning in or around January 2018, and continuing through in or around April 2019, in Los Angeles County, within the Central District of California and elsewhere, defendant GRIGORYAN, together with others known and unknown to the Grand Jury, each aiding and abetting the others, knowingly, willfully, and with intent to defraud, executed a scheme and artifice: (a) to defraud a health care benefit program, namely, Medi-Cal, as to material matters in connection with the delivery of and payment for health care benefits, items, and services; and (b) to obtain money from Medi-Cal by means of material false and fraudulent pretenses and representations and the concealment of material facts in connection with the delivery of and payment for health care benefits, items, and services.

B. MEANS TO ACCOMPLISH THE SCHEME TO DEFRAUD

26. The fraudulent scheme operated, in substance, as described in paragraph 17 of this Indictment.

C. EXECUTION OF THE FRAUDULENT SCHEME

27. On or about April 4, 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendant GRIGORYAN, together with others known and unknown to the Grand Jury, each aiding and abetting the others, knowingly and willfully executed the fraudulent scheme described above, by providing unlabeled blood specimens from individuals who were

1 not patients of Los Angeles Community Clinic to Los Angeles
2 Community Clinic employees to be sent to diagnostic
3 laboratories, knowing the diagnostic laboratories would use
4 these fabricated specimens to submit false and fraudulent claims
5 to Medi-Cal for laboratory services for false patients.

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1 FORFEITURE ALLEGATION

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

3 27. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of
5 America will seek forfeiture as part of any sentence, pursuant
6 to Title 18, United States Code, Sections 982(a)(7) and
7 981(a)(1)(C), and Title 28, United States Code, Section 2461(c),
8 in the event of the conviction of defendant BAHRAM TABIBIAN,
9 M.D., or defendant HAYKUSH GRIGORYAN, also known as "Haykush
10 Grigorian," under any of Counts One through Three of this
11 Indictment.

12 28. Either defendant so convicted shall forfeit to the
13 United States of America the following:

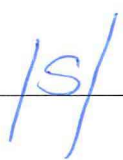
14 (a) all right, title, and interest in any and all
15 property, real or personal, constituting, or derived from, any
16 proceeds traceable to the offense; and

17 (b) To the extent such property is not available for
18 forfeiture, a sum of money equal to the total value of the
19 property described in subparagraph (a).

20 29. Pursuant to Title 21, United States Code, Section
21 853(p), as incorporated by Title 28, United States Code, Section
22 2461(c), and Title 18, United States Code, Section 982(b),
23 either defendant so convicted shall forfeit substitute property,
24 up to the value of the property described in the preceding
25 paragraph if, as the result of any act or omission of said
26 defendant, the property described in the preceding paragraph or
27 any portion thereof (a) cannot be located upon the exercise of
28 due diligence; (b) has been transferred, sold to, or deposited

1 with a third party; (c) has been placed beyond the jurisdiction
2 of the court; (d) has been substantially diminished in value; or
3 (e) has been commingled with other property that cannot be
4 divided without difficulty.

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6 A TRUE BILL

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Foreperson

10 TRACY L. WILKISON
Acting United States Attorney

11 

12
13 SCOTT M. GARRINGER
14 Assistant United States Attorney
Chief, Criminal Division

15 RANEE A. KATZENSTEIN
16 Assistant United States Attorney
17 Chief, Major Frauds Section

18 ALEXANDER B. SCHWAB
19 Assistant United States Attorney
Acting Deputy Chief, Major Frauds Section

20 ALLAN MEDINA
21 Deputy Chief, Fraud Section
United States Department of Justice

22 NIALL M. O'DONNELL
23 Assistant Deputy Chief, Fraud Section
United States Department of Justice

24 ALEXIS D. GREGORIAN
25 Trial Attorney, Fraud Section
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26
27 CLAIRE YAN
28 Trial Attorney, Fraud Section
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