

FILED

2015 JUN 12 PM 2:46  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

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

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

ROBERT A. GLAZER, M.D.,  
ANGELA POGOSOV AVETISYAN,  
aka "Angela Khamtrashyan,"  
ASHOT MINASYAN, and  
MARINA R. MERINO,  
aka "Marina Ramos,"  
aka "Marina M. Merino,"  
aka "Ricardina Merino,"  
aka "Ricardina M. Merino,"  
aka "Mari,"  
aka "Mary,"  
aka "Marta,"  
aka "Mare,"

Defendants.

No. CR 14-00329(B)-ODW

S E C O N D  
S U P E R S E D I N G  
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. § 2(b): Causing an Act to be Done; 18 U.S.C. § 1956(h): Conspiracy to Launder Monetary Instruments; 18 U.S.C. §§ 981(a)(1)(C), 982(a)(7); 28 U.S.C. § 2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Second Superseding  
Indictment:

1           The Conspirators

2           1.     Defendant ROBERT A. GLAZER, M.D. ("GLAZER") was a  
3 physician who owned, operated, and supervised the operations of  
4 a medical clinic located at 5250 Santa Monica Blvd., Suite 208,  
5 Los Angeles, California, within the Central District of  
6 California (the "Glazer Clinic"). Defendant GLAZER maintained a  
7 bank account for the Glazer Clinic at Citibank, account number  
8 \*\*\*\* 1565 (the "Glazer Clinic Bank Account"), and was an  
9 authorized signatory on this account.

10           2.     Defendant ANGELA POGOSOV AVETISYAN, also known as  
11 ("aka") "Angela Khamtrashyan" ("AVETISYAN"), was the office  
12 manager of the Glazer Clinic and a co-owner of Fifth Avenue Home  
13 Health ("Fifth Avenue"), a home health agency ("HHA") located at  
14 5250 Santa Monica Blvd., Suite 208B, Los Angeles, California,  
15 within the Central District of California.

16           3.     Defendant ASHOT MINASYAN ("MINASYAN") was a co-owner  
17 of Fifth Avenue.

18           4.     Defendant MARINA R. MERINO, aka "Marina Ramos," aka  
19 "Marina M. Merino," aka "Ricardina Merino," aka "Ricardina M.  
20 Merino," aka "Mari," aka "Mary," aka "Marta," aka "Mare"  
21 ("MERINO"), was a "marketer" who recruited Medicare  
22 beneficiaries for Fifth Avenue.

23           5.     Co-conspirator "CC-1" was a "marketer" who recruited  
24 Medicare beneficiaries for the Glazer Clinic and Fifth Avenue.

25           The Medicare Program

26           6.     Medicare was a federal health care benefit program,  
27 affecting commerce, that provided benefits to individuals who  
28 were 65 years and older or disabled. Medicare was administered

1 by the Centers for Medicare and Medicaid Services ("CMS"), a  
2 federal agency under the United States Department of Health and  
3 Human Services. Medicare was a "health care benefit program" as  
4 defined by Title 18, United States Code, Section 24(b).

5 7. Individuals who qualified for Medicare benefits were  
6 referred to as Medicare "beneficiaries." Each beneficiary was  
7 given a unique health insurance claim number ("HICN"). HHAs,  
8 hospices, durable medical equipment ("DME") supply companies,  
9 physicians, and other health care providers that provided  
10 medical services that were reimbursed by Medicare were referred  
11 to as Medicare "providers."

12 8. To participate in Medicare, providers were required to  
13 submit an application in which the provider agreed to comply  
14 with all Medicare-related laws and regulations. If Medicare  
15 approved a provider's application, Medicare assigned the  
16 provider a Medicare "provider number," which was used for the  
17 processing and payment of claims.

18 9. A health care provider with a Medicare provider number  
19 could submit claims to Medicare to obtain reimbursement for  
20 services rendered to Medicare beneficiaries.

21 10. Most providers submitted their claims electronically  
22 pursuant to an agreement they executed with Medicare in which  
23 the providers agreed that: (a) they were responsible for all  
24 claims submitted to Medicare by themselves, their employees, and  
25 their agents; (b) they would submit claims only on behalf of  
26 those Medicare beneficiaries who had given their written  
27 authorization to do so; and (c) they would submit claims that  
28 were accurate, complete, and truthful.

1           11. Medicare generally reimbursed a provider for physician  
2 services that were medically necessary to the health of the  
3 beneficiary and were personally furnished by the physician or  
4 the physician's employee under the physician's direction.

5           12. Medicare generally reimbursed a provider for DME only  
6 if the DME was prescribed by the beneficiary's physician, the  
7 DME was medically necessary to the treatment of the  
8 beneficiary's illness or injury, and the DME supply company  
9 provided the DME in accordance with Medicare regulations and  
10 guidelines, which governed whether Medicare would reimburse a  
11 particular item or service. For power wheelchairs ("PWCs"),  
12 Medicare required the DME supply company to have and maintain  
13 documentation showing that the physician ordering the PWC  
14 performed a face-to-face evaluation of the patient.

15           13. Medicare generally reimbursed a provider for home  
16 health services only if, among other requirements, the Medicare  
17 beneficiary was homebound and did not have a willing caregiver  
18 to assist him or her; the beneficiary needed skilled nursing  
19 services or physical or occupational therapy services; the  
20 beneficiary was under the care of a qualified physician who  
21 established a Plan of Care (CMS Form 485) for the beneficiary,  
22 signed by the physician and also signed by a registered nurse  
23 ("RN") from the HHA; and the skilled nursing services or  
24 physical or occupational therapy were medically necessary.

25           14. Medicare coverage for hospice services was limited to  
26 situations in which the beneficiary's attending physician and  
27 the hospice medical director certified in writing that the  
28 beneficiary was terminally ill and had six months or less to

1 live if the beneficiary's illness ran its normal course, and in  
2 which the beneficiary signed a statement choosing hospice care  
3 instead of other Medicare benefits. Once a beneficiary chose  
4 hospice care, Medicare would not cover treatment intended to  
5 cure the beneficiary's terminal illness, and, in this case, a  
6 beneficiary had to sign and date an election form. The election  
7 form had to include an acknowledgement that the beneficiary had  
8 been given a full understanding of hospice care, particularly  
9 the palliative rather than curative nature of treatment, and an  
10 acknowledgement that the beneficiary understood that certain  
11 Medicare services were waived by the election.

12 15. CMS contracted with regional contractors to process  
13 and pay Medicare claims. Noridian Administrative Services  
14 ("Noridian") was the contractor that processed and paid Medicare  
15 DME claims in Southern California during the relevant time  
16 period. Noridian was the contractor that processed claims  
17 involving Medicare Part B physician services in Southern  
18 California from approximately September 2013 to the present.  
19 Prior to Noridian, the contractor for Part B physician services  
20 was Palmetto GBA from 2009 to 2013. Prior to Palmetto GBA, the  
21 contractor for Medicare Part B physician services was National  
22 Health Insurance Company from 2006 to 2009. National Government  
23 Services ("NGS") was the contractor that processed and paid  
24 Medicare claims for home health and hospice services in Southern  
25 California during the relevant time period.

26 16. To bill Medicare for physician services or DME  
27 provided to a beneficiary, a provider was required to submit a  
28 claim form (Form 1500) to the Medicare contractor processing

1 claims at that time. To bill Medicare for home health or  
2 hospice services, a provider was required to submit a claim form  
3 (Form UB-04) to NGS. When a Form 1500 or Form UB-04 was  
4 submitted, usually in electronic form, the provider was required  
5 to certify:

6 a. that the contents of the form were true, correct,  
7 and complete;

8 b. that the form was prepared in compliance with the  
9 laws and regulations governing Medicare; and

10 c. that the services being billed were medically  
11 necessary.

12 17. A Medicare claim for payment was required to set  
13 forth, among other things, the following information: the  
14 beneficiary's name and unique Medicare identification number;  
15 the type of services provided to the beneficiary; the date that  
16 the services were provided; and the name and Unique Physician  
17 Identification number ("UPIN") or National Provider  
18 Identification Number ("NPI") of the physician who prescribed or  
19 ordered the services.

20 B. THE OBJECT OF THE CONSPIRACY

21 18. Beginning in or around January 2006, and continuing  
22 through in or around May 2014, in Los Angeles County, within the  
23 Central District of California, and elsewhere, defendants  
24 GLAZER, AVETISYAN, MINASYAN, and MERINO, together with CC-1 and  
25 others known and unknown to the Grand Jury, knowingly combined,  
26 conspired, and agreed to commit health care fraud, in violation  
27 of Title 18, United States Code, Section 1347.

1 C. THE MANNER AND MEANS OF THE CONSPIRACY

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

4 a. On or about February 26, 2007, defendant GLAZER  
5 executed and submitted an application to Medicare to obtain a  
6 Medicare provider number for the Glazer Clinic. On this  
7 application, defendant GLAZER listed himself as an individual  
8 practitioner and sole contact for the Glazer Clinic.

9 b. On or about March 5, 2007, defendant GLAZER  
10 executed and submitted an electronic funds transfer agreement  
11 ("EFT") to Medicare requesting that all future reimbursements  
12 from Medicare be deposited directly into the Glazer Clinic Bank  
13 Account. In this agreement, defendant GLAZER listed himself as  
14 the owner of the Glazer Clinic.

15 c. In or around June 2007, defendants AVETISYAN and  
16 MINASYAN executed and submitted an application to Medicare to  
17 obtain a Medicare provider number for Fifth Avenue. Defendant  
18 AVETISYAN is listed on this application as President and CEO of  
19 Fifth Avenue, and defendant MINASYAN is listed as CFO of Fifth  
20 Avenue.

21 d. In or around February 2009, defendants AVETISYAN  
22 and MINASYAN opened a bank account for Fifth Avenue at Bank of  
23 America, account number \*\*\*\* 2598 (the "Fifth Avenue Bank  
24 Account"). Defendants AVETISYAN and MINASYAN were the  
25 authorized signatories on this account.

26 e. On or about January 18, 2011, defendant MINASYAN  
27 executed and submitted an EFT to Medicare requesting that all  
28 future reimbursements from Medicare be directly deposited into

1 the Fifth Avenue Bank Account. In this agreement, defendant  
2 AVETISYAN was listed as Fifth Avenue's CEO and as a point of  
3 contact for Fifth Avenue.

4 f. Individuals known as "marketers," including  
5 defendant MERINO and CC-1, traveled throughout Southern  
6 California to recruit Medicare beneficiaries and take them to  
7 the Glazer Clinic. To induce the beneficiaries to participate  
8 in the scheme described herein, the marketers told the  
9 beneficiaries, among other things, that Medicare had a limited-  
10 time offer for free PWCs and that the beneficiaries could  
11 receive free diabetic shoes or free food.

12 g. The marketers, including defendant MERINO and  
13 CC-1, brought Medicare beneficiaries to the Glazer Clinic so  
14 that defendant GLAZER could write medically unnecessarily  
15 prescriptions for DME, as well as medically unnecessary  
16 certifications for home health and hospice care, for these  
17 Medicare beneficiaries. Defendants AVETISYAN and MINASYAN paid  
18 the marketers, and caused the marketers to be paid, including  
19 defendant MERINO and CC-1, cash and check kickbacks for bringing  
20 the Medicare beneficiaries to the Glazer Clinic.

21 h. At times, while the beneficiaries were at the  
22 Glazer Clinic, co-conspirators provided them with certain  
23 medically unnecessary services, including blood draws,  
24 ultrasounds, and electrocardiograms ("EKGs"). At other times,  
25 the beneficiaries received no services.

26 i. At times, while the beneficiaries were at the  
27 Glazer Clinic, defendant GLAZER met with them briefly, but often  
28 did not physically examine them. At other times, the



1 beneficiaries did not meet defendant GLAZER at all.

2           j. Subsequently, defendants GLAZER and AVETISYAN and  
3 their co-conspirators known and unknown to the Grand Jury,  
4 submitted and caused the submission of false and fraudulent  
5 claims to Medicare for services that defendant GLAZER did not  
6 provide to the beneficiaries, including, depending on the  
7 beneficiary, subcutaneous injections of allergenic extracts,  
8 electronic assessments of bladder emptying, bone density  
9 measurements, ultrasounds, office visits, home visits, and the  
10 removal of impact ear wax. These beneficiaries included H.A.,  
11 O.A., J.B.M., A.G., M.G., R.M.C., J.O., M.O., J.R., T.S., J.V.,  
12 M.V., S.V., M.V.L., and M.I.V.

13           k. Defendant GLAZER signed prescriptions for DME,  
14 including PWCs and related accessories, that defendants GLAZER  
15 and AVETISYAN knew were not medically necessary. In exchange  
16 for kickbacks, defendant GLAZER provided these prescriptions to  
17 defendant AVETISYAN and other co-conspirators known and unknown  
18 to the Grand Jury. Defendant GLAZER knew that these  
19 prescriptions would be used to submit fraudulent claims to  
20 Medicare for DME, including PWCs and related accessories. The  
21 beneficiaries in whose names these claims were submitted  
22 included J.V., S.V., M.V.L., C.M., H.A., and O.A.

23           l. In addition, defendant GLAZER signed home health  
24 and hospice certifications that he knew were not medically  
25 necessary. In exchange for kickbacks, defendant GLAZER provided  
26 these certifications to defendants AVETISYAN and MINASYAN and  
27 other co-conspirators so that they could be used by Fifth Avenue  
28 and other providers to submit false and fraudulent claims to

1 Medicare for home health and hospice services. The  
2 beneficiaries in whose names these claims were submitted  
3 included H.A., O.A., G.A.J., H.A.J., J.B.M., A.G., T.K., J.O.,  
4 M.O., V.P., M.T., J.V., S.V., M.V.L., and M.I.V.

5 m. As a result of the submission of the false and  
6 fraudulent claims described above, Medicare made payments to  
7 numerous bank accounts, including the Glazer Clinic Bank Account  
8 and the Fifth Avenue Bank Account.

9 20. Between in or around January 2006 through in or around  
10 May 2014, defendants GLAZER, AVETISYAN, MINASYAN, and MERINO,  
11 and their co-conspirators, submitted and caused the submission  
12 of approximately \$33,484,779 in claims to Medicare, resulting in  
13 Medicare payments of approximately \$22,056,332.

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 D. THE EXECUTIONS OF THE FRAUDULENT SCHEME

2 24. On or about the dates set forth below, within the  
 3 Central District of California, and elsewhere, defendants  
 4 GLAZER, AVETISYAN, MINASYAN, and/or MERINO, as set forth below,  
 5 together with CC-1, and others known and unknown to the Grand  
 6 Jury, for the purpose of executing and attempting to execute the  
 7 fraudulent scheme described above, knowingly and willfully  
 8 submitted and caused to be submitted to Medicare for payment the  
 9 following false and fraudulent claims:

<u>COUNT</u>	<u>DEFENDANT</u>	<u>BENEF- ICIARY</u>	<u>CLAIM NUMBER</u>	<u>ALLEGED SERVICES</u>	<u>APPROX. DATE SUBMIT- TED</u>	<u>APPROX. AMOUNT OF CLAIM</u>
TWO	GLAZER	O.A.	55111034 7310040	Ultrasounds	12/13/10	\$980
THREE	GLAZER	H.A.	55111035 0493720	Electronic assessment of bladder emptying	12/16/10	\$125
FOUR	GLAZER	M.O.	55111035 4168340	Office visit, EKG, ear wax removal, injection of allergens	12/20/10	\$1,105
FIVE	GLAZER AVETISYAN MINASYAN	M.V.L.	21120700 206104	Home health visits	7/26/11	\$1,080
SIX	GLAZER AVETISYAN MINASYAN	S.V.	21120900 073304	Home health visits	7/28/11	\$1,635

COUNT	DEFENDANT	BENEFICIARY	CLAIM NUMBER	ALLEGED SERVICES	APPROX. DATE SUBMITTED	APPROX. AMOUNT OF CLAIM
SEVEN	GLAZER AVETISYAN MINASYAN	J.V.	21123500 195404	Home health visits	8/23/11	\$2,025
EIGHT	GLAZER AVETISYAN MERINO	M.L.	55111126 6352180	Electronic assessment of bladder emptying and ultrasounds	9/23/11	\$990
NINE	GLAZER	J.O.	55111128 4569590	Injection of allergens	10/11/11	\$800
TEN	GLAZER AVETISYAN MERINO	O.L.	55181302 8663400	Air capacity test and ultrasound	1/28/13	\$350
ELEVEN	GLAZER AVETISYAN MERINO	R.M.C.	55181310 7573240	Removal of impact ear wax	4/17/13	\$80
TWELVE	GLAZER AVETISYAN MERINO	R.F.B.	55111318 6574350	Injection of allergens and ultrasound	7/5/13	\$1,150
THIRTEEN	GLAZER AVETISYAN MINASYAN MERINO	R.F.B.	21325300 197004	Home health visits	9/10/13	\$1,620

<u>COUNT</u>	<u>DEFENDANT</u>	<u>BENEF- ICIARY</u>	<u>CLAIM NUMBER</u>	<u>ALLEGED SERVICES</u>	<u>APPROX. DATE SUBMIT- TED</u>	<u>APPROX. AMOUNT OF CLAIM</u>
FOURTEEN	GLAZER AVETISYAN MERINO	D.A.	55111403 1191120	Air capacity test and ultrasound	1/30/14	\$450
FIFTEEN	GLAZER AVETISYAN MINASYAN MERINO	O.L.	21407300 255304	Home health visits	3/14/14	\$1,485
SIXTEEN	GLAZER AVETISYAN MINASYAN MERINO	M.L.	21407300 254904	Home health visits	3/14/14	\$1,350
SEVENTEEN	GLAZER AVETISYAN MINASYAN MERINO	D.A.	21408700 217504	Home health visits	3/28/14	\$1,485

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



1           30. Later on or about May 13, 2014, defendants AVETISYAN  
2 and MINASYAN went to a JP Morgan Chase branch in Los Angeles,  
3 California (the "Loz Feliz branch"). Defendant AVETISYAN  
4 informed a personal banker that defendant AVETISYAN wished to  
5 close the 4791 Account.

6           31. Defendants AVETISYAN and MINASYAN decided together how  
7 to withdraw the funds from the 4791 Account, and then, later on  
8 or about May 13, 2014, defendant AVETISYAN purchased the  
9 following at the Los Feliz branch: three cashier's checks for  
10 \$15,000 in total payable to defendant AVETISYAN's attorney; one  
11 cashier's check for \$8,000 payable to Neiman Marcus; one  
12 cashier's check for \$6,679 payable to Bauformat; one cashier's  
13 check for \$3,500 payable to Bloomingdale's; one cashier's check  
14 for \$3,000 payable to Macy's; and one cashier's check for  
15 \$259,981 payable to defendant AVETISYAN (collectively, the  
16 "Cashier's Checks").

17           32. On or about May 13, 2014, the Cashier's Checks were  
18 canceled because the funds in the 4791 Account had been frozen.  
19 The funds in the 4791 Account were frozen until on or about June  
20 4, 2014, when approximately \$124,000 in funds were unfrozen in  
21 the 4791 Account.

22 B.    THE OBJECT OF THE CONSPIRACY

23           33. Beginning on or about June 4, 2014, and continuing to  
24 on or about June 10, 2014, in the Central District of California  
25 and elsewhere, defendants AVETISYAN and MINASYAN, together with  
26 others known and unknown to the Grand Jury, conspired and agreed  
27 with each other to commit the following offense against the  
28 United States: to knowingly conduct and attempt to conduct a



1 financial transaction affecting interstate and foreign commerce,  
2 which transaction involved the proceeds of specified unlawful  
3 activity, namely, conspiracy to commit health care fraud and  
4 health care fraud, in violation of Title 18, United States Code,  
5 Sections 1349 and 1347, knowing that the transaction was  
6 designed in whole and in part to avoid a transaction reporting  
7 requirement under Federal law, and that while conducting and  
8 attempting to conduct such financial transaction knew that the  
9 property involved in the financial transaction represented the  
10 proceeds of some form of unlawful activity, in violation of  
11 Title 18, United States Code, Section 1956(a)(1)(B)(ii).

12 C. THE MANNER AND MEANS OF THE CONSPIRACY

13 34. The object of the conspiracy was carried out, and to  
14 be carried out, in substance, as follows: After learning that  
15 approximately \$124,000 had been returned to the 4791 Account and  
16 unfrozen, defendant AVETISYAN transferred some funds from the  
17 4791 Account to the 3069 Account. Then, defendants AVETISYAN  
18 and MINASYAN withdrew all the funds from both accounts, in cash  
19 and by cashing checks drawn on the 4791 Account and the 3069  
20 Account for less than \$10,000 at different bank branches in  
21 quick succession.

22 D. OVERT ACTS

23 35. In furtherance of the conspiracy and to accomplish its  
24 object, defendants AVETISYAN and MINASYAN, together with others  
25 known and unknown to the Grand Jury, committed and willfully  
26 caused others to commit the following overt acts, among others,  
27 within the Central District of California and elsewhere:

28 //

1        Overt Act No. 1: On or about June 5, 2014, defendant  
2 MINASYAN withdrew \$9,800 in cash from the 3069 Account at a JP  
3 Morgan Chase branch in Laurel Canyon, California (the "Laurel  
4 Canyon branch").

5        Overt Act No. 2: On or about June 5, 2014, defendant  
6 AVETISYAN withdrew \$9,800 in cash from the 4791 Account at the  
7 Laurel Canyon branch.

8        Overt Act No. 3: On or about June 5, 2014, defendant  
9 AVETISYAN transferred \$50,000 from the 4791 Account to the 3069  
10 Account.

11       Overt Act No. 4: On or about June 5, 2014, defendant  
12 MINASYAN withdrew \$9,800 in cash from the 3069 Account at a  
13 branch in North Hollywood, California (the "North Hollywood  
14 branch").

15       Overt Act No. 5: On or about June 5, 2014, defendant  
16 AVETISYAN withdrew \$9,800 in cash from the 4791 Account at the  
17 North Hollywood branch.

18       Overt Act No. 6: On or about June 6, 2014, defendant  
19 MINASYAN cashed a check for \$9,500 at a JP Morgan Chase branch  
20 on Ventura Boulevard in Los Angeles, California. The check was  
21 written to cash, drawn on the 3069 Account, and signed by  
22 defendant AVETISYAN on June 4, 2014.

23       Overt Act No. 7: On or about June 6, 2014, defendant  
24 AVETISYAN withdrew \$9,900 in cash from the 3069 Account at a JP  
25 Morgan Chase branch at Colorado and Central in Los Angeles,  
26 California (the "Colorado branch").

27       Overt Act No. 8: On or about June 7, 2014, defendant  
28 AVETISYAN withdrew \$9,900 in cash from the 4791 Account at a JP

1 Morgan Chase branch on Glendale Avenue in Glendale, California.

2 Overt Act No. 9: On or about June 7, 2014, defendant  
3 MINASYAN cashed a check for \$9,700 at the Laurel Canyon branch.  
4 The check was written to cash, drawn on the 3069 Account, and  
5 signed by defendant AVETISYAN on June 5, 2014.

6 Overt Act No. 10: On or about June 9, 2014, defendant  
7 AVETISYAN transferred \$20,000 from the 4791 Account to the 3069  
8 Account.

9 Overt Act No. 11: On or about June 10, 2014, defendant  
10 AVETISYAN withdrew \$7,000 in cash from the 4791 Account at the  
11 Colorado branch.

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28



1                   3.    the real property located in Lancaster,  
2 California, with Assessor Parcel Number 3125-018-095;

3                   4.    the real property located in Las Vegas,  
4 Nevada, with Assessor Parcel Number 163-06-417-061;

5                   5.    the real property located in Las Vegas,  
6 Nevada, with Assessor Parcel Number 163-06-417-041;

7                   6.    the real property located in Lancaster,  
8 California, with Assessor Parcel Number 3112-004-080; and

9                   7.    \$257,000.00 in bank funds seized on May 13,  
10 2014 pursuant to federal seizure warrants.

11                   b.    A sum of money equal to the total value of the  
12 property described in subsection 37(a) above.

13                   38.   Pursuant to Title 21, United States Code, Section  
14 853(p), as incorporated by Title 28, United States Code, Section  
15 2461(c), and Title 18, United States Code, Section 982(b),  
16 defendants GLAZER, AVETISYAN, and MINASYAN shall forfeit  
17 substitute property, up to the total value of the property  
18 described in the preceding paragraph, if, as a result of any act  
19 or omission of defendants GLAZER, AVETISYAN, and MINASYAN, the  
20 property described in the preceding paragraph, or any portion  
21 thereof (a) cannot be located upon the exercise of due  
22 diligence; (b) has been transferred or sold to, or deposited  
23 with a third party; (c) has been placed beyond the jurisdiction  
24 of the Court; (d) has been substantially diminished in value; or  
25 (e) has been commingled with other property that cannot be  
26 divided without difficulty.

27

28

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

FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982(a)(1)]

39. Pursuant to Federal Rule of Criminal Procedure 32.2, notice is hereby given to defendants ANGELA POGOSOV AVETISYAN, also known as ("aka") "Angela Khamtrashyan" ("AVETISYAN"), and ASHOT MINASYAN ("MINASYAN"), that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Section 982(a)(1), in the event of either or both of these defendants' conviction under Count Eighteen of this Second Superseding Indictment.

40. Defendants AVETISYAN and MINASYAN shall forfeit to the United States the following property:

(a) Any property, real or personal, involved in such offense, or any property traceable to such property, including, but not limited to that property, real and personal, identified in Forfeiture Allegation One of this Second Superceding Indictment; and/or

(b) A sum of money equal to the value of the property described in subparagraph (a).

41. Pursuant to Title 21, United States Code, Section 853(p), and Title 18, United States Code, Section 982(b)(2), the defendant shall forfeit substitute property, if, by any act or omission of the defendant, the property described in paragraph 40, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred, sold to, or deposited with a third party; has been placed beyond the jurisdiction of

//

//

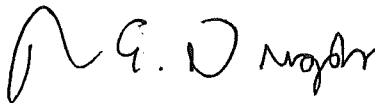
1 the court; has been substantially diminished in value; or has  
2 been commingled with other property that cannot be divided  
3 without difficulty.

4  
5 A TRUE BILL

6 151

7 Foreperson

8 STEPHANIE YONEKURA  
9 Acting United States Attorney

10 

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

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

17 STEPHEN A. CAZARES  
18 Assistant United States Attorney  
19 Deputy Chief, Major Frauds Section

20 GEJAA GOBENA  
21 Deputy Chief, Fraud Section  
22 United States Department of Justice

23 LAURA M.K. CORDOVA  
24 Assistant Chief, Fraud Section  
25 United States Department of Justice

26 FRED MEDICK  
27 BLANCA QUINTERO  
28 RITESH SRIVASTAVA  
Trial Attorneys, Fraud Section  
United States Department of Justice