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

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

October 2015 Grand Jury **CR16-0407**

UNITED STATES OF AMERICA,

Plaintiff,

v.

NICK NIKBAKHT,
aka "Sasan Nikbakht,"
aka "Sam Nikbakht,"
SHAWN CHAIT, and
OGANES DOGANYAN,
aka "Hovik Doganyan,"
aka "John Doganyan,"

Defendants.

CR No. 16-

I N D I C T M E N T

[18 U.S.C. § 1341: Mail Fraud;
18 U.S.C. § 1956(h): Conspiracy to
Commit Money Laundering; 18 U.S.C.
§ 1956(a)(1)(B)(i): Money
Laundering; 18 U.S.C. § 1957:
Engaging in Monetary Transactions
Involving Property Derived from
Specified Unlawful Conduct; 18
U.S.C. § 2: Aiding and Abetting
and Causing an Act to be Done]

The Grand Jury charges:

COUNTS ONE THROUGH TWENTY

[18 U.S.C. §§ 1341, 2]

A. INTRODUCTORY ALLEGATIONS

1. At all times relevant to this Indictment, Diagnostic Care, Inc. ("Diagnostic Care"), Nova Diagnostic, Inc. ("Nova Diagnostic"), Nova Sleep Lab, Inc. ("Nova Sleep"), Relax Sleep Lab, Inc. ("Relax Sleep"), Siraf, Inc. ("Siraf"), Sleep Well Sleep Center, Inc. ("Sleep Well"), Unicare Sleep Center, Inc. ("Unicare"), and Wellcare Sleep

1 Center, Inc. ("Wellcare") (collectively the "Diagnostic
2 Corporations"), were corporations created through filings with the
3 California Secretary of State that were located in Los Angeles
4 County, within the Central District of California, and were used to
5 bill private health insurance plans for diagnostic medical services,
6 including in particular sleep studies and nerve conduction velocity
7 ("NCV") studies.

8 2. At all times relevant to this Indictment, defendants NICK
9 NIKBAKHT, also known as ("aka") "Sasan Nikbakht," aka "Sam Nikbakht"
10 ("NIKBAKHT"), SHAWN CHAIT ("CHAIT"), and OGANES DOGANYAN, aka "Hovik
11 Doganyan," aka "John Doganyan" ("DOGANYAN") were residents of Los
12 Angeles County, within the Central District of California.

13 Defendants NIKBAKHT, CHAIT, and DOGANYAN owned and controlled the
14 Diagnostic Corporations and recruited and paid and caused others to
15 recruit and pay individuals covered by private health insurance plans
16 to undergo, at facilities controlled and operated by defendants
17 NIKBAKHT, CHAIT, and DOGANYAN, diagnostic medical services, including
18 in particular sleep and NCV studies, for which defendants NIKBAKHT,
19 CHAIT, and DOGANYAN caused the Diagnostic Corporations to bill the
20 private health insurance plans.

21 3. At all times relevant to this Indictment:

22 a. The International Longshore and Warehouse Union,
23 formerly known as the International Longshoremen's and Warehousemen's
24 Union ("ILWU"), together with various ILWU locals in different port
25 locations, represented dock workers at ports on the West Coast of the
26 United States, including at the ports of Los Angeles and Long Beach,
27 within the Central District of California.

1 b. The Pacific Maritime Association ("PMA") represented
2 member organizations involved in the shipping industry and arranged
3 on their behalf for the hiring of dock workers at ports on the West
4 Coast of the United States, including at the ports of Los Angeles and
5 Long Beach, within the Central District of California.

6 c. The International Longshore and Warehouse Union -
7 Pacific Maritime Association Welfare Plan (the "ILWU-PMA Welfare
8 Plan") was a benefit plan, established by agreement between the ILWU
9 and PMA and affecting commerce, that provided a variety of benefits,
10 including health care benefits, to eligible active and retired ILWU
11 members and their qualified dependents and survivors. Eligible
12 recipients of health care benefits under the ILWU-PMA Welfare Plan
13 had an annual choice to have those benefits provided through either a
14 Health Maintenance Organization ("HMO") or a self-funded program
15 that, effective July 1, 2000, was the ILWU-PMA Welfare Plan Self-
16 Funded Programs Coastwise Indemnity Plan (the "ILWU-PMA Plan"). The
17 ILWU-PMA Plan was funded almost entirely by the PMA.

18 d. The ILWU-PMA Plan reimbursed providers of medical
19 services, including physicians and medical clinics (collectively
20 "providers"), that treated patients covered by the ILWU-PMA Plan
21 ("ILWU-PMA Plan members"). Each ILWU-PMA Plan member was issued a
22 subscriber identification card that identified the ILWU-PMA Plan
23 member by a unique identification number ("ILWU-PMA Plan member ID
24 Number").

25 e. The ILWU-PMA Plan required providers to submit claim
26 forms in order to receive reimbursement for medical services provided
27 to subscribers. Among other information, providers were required to
28 include in the claim forms: (i) the ILWU-PMA Plan member's name and

1 ID Number; (ii) the type of service provided (identified by a
2 standardized procedure code number known as a "CPT Code"); (iii) the
3 date the service was provided; (iv) the charge for the service; (v)
4 the diagnosis (identified by a standardized diagnostic code number,
5 the "ICD-9 Diagnosis Code"); and (vi) the provider's name and/or
6 identification number.

7 f. Effective July 1, 2000, the ILWU-PMA Plan was
8 administered by the ILWU-PMA Benefit Plans office, with claims
9 processed and paid through the ILWU-PMA Coastwise Claims Office
10 ("Coastwise Claims"), located in San Francisco, California.
11 Subsequently, the ILWU-PMA Plan shifted to using a third party
12 administrator ("TPA"), which, from 2008 until 2013, was CIGNA, but
13 claims for medical services provided to ILWU-PMA Plan members
14 continued to be processed and paid through Coastwise Claims.
15 Coastwise Claims used the United States mail to send to providers
16 reimbursement checks resulting from processed claims.

17 g. The ILWU-PMA Plan had a Preferred Provider
18 Organization ("PPO"). For medical services provided by providers
19 within the PPO, the ILWU-PMA Plan generally covered 100% of the PPO
20 charge with no deductible and without requiring ILWU-PMA Plan members
21 receiving the services to contribute any copay amount or incur any
22 other out-of-pocket costs. For medical services provided by
23 providers outside the PPO, the ILWU-PMA Plan generally covered only
24 80% of the usual, customary and reasonable charges for the services,
25 with the balance to be paid by the ILWU-PMA Plan members receiving
26 the services.

27 h. The ILWU-PMA Plan excluded from coverage any services
28 "which are not medically necessary to treat an illness or injury."

1 4. At all times relevant to this Indictment:

2 a. Federal Express Corporation ("FedEx") was a global
3 delivery company, operating in interstate and international commerce,
4 that was headquartered in Memphis, Tennessee. FedEx provided a
5 variety of benefits, including health care benefits, to eligible
6 active and retired FedEx employees and their qualified dependents.
7 Eligible recipients of health care benefits had a choice to have
8 those benefits provided through either an HMO or a self-funded
9 program, the Federal Express Corporation Group Health Plan (the
10 "FedEx Plan"). The FedEx Plan was funded by contributions from FedEx
11 and covered employees.

12 b. The FedEx Plan reimbursed providers of medical
13 services, including physicians and medical clinics (collectively
14 "providers"), that treated patients covered by the FedEx Plan ("FedEx
15 Plan members"). Each FedEx Plan member was issued a subscriber
16 identification card that identified the FedEx Plan member by a unique
17 identification number ("FedEx Plan member ID Number").

18 c. The FedEx Plan required providers to submit claim
19 forms in order to receive reimbursement for medical services provided
20 to subscribers. Among other information, providers were required to
21 include in the claim forms: (i) the FedEx Plan member's name and ID
22 Number; (ii) the type of service provided (identified by a CPT Code);
23 (iii) the date the service was provided; (iv) the charge for the
24 service; (v) the diagnosis (identified by a ICD-9 Diagnosis Code);
25 and (vi) the provider's name and/or identification number.

26 d. The FedEx Plan was administered by FedEx Express
27 Employee Benefits, located in Memphis, Tennessee. To process and pay
28 provider claims, however, the FedEx Plan used a TPA, which, for

1 active FedEx employees and their dependents located in California was
2 Anthem Blue Cross ("Anthem"). Anthem used the United States mail to
3 send to providers reimbursement checks resulting from processed
4 claims.

5 e. The FedEx Plan had a PPO. The FedEx Plan generally
6 paid more of a share of the costs for medical services provided by
7 providers within the PPO, referred to as "in-network" services, than
8 it did for medical services provided by providers outside the PPO,
9 referred to as "out-of-network" providers. Thus, for example, for
10 diagnostic testing, the FedEx Plan generally provided coverage of 80%
11 or 90% (after deductible) of the amount billed by the provider for
12 in-network services, but only 60% or 70% (after deductible) of an
13 expense limit, that is, an amount, as determined by the TPA (in
14 California, Anthem), considered appropriate for the service provided
15 in the FedEx Plan member's geographic area. The FedEx Plan member
16 remained responsible for paying costs not covered by the FedEx Plan.

17 f. The FedEx Plan excluded from coverage any services
18 that were not "medically necessary when treating an illness or
19 injury." The FedEx Plan defined medically necessary care as that
20 "commonly and customarily recognized by the most relevant medical
21 specialist . . . with respect to the standards of good practice as
22 appropriate an effective in the identification and treatment of a
23 diagnosed illness or injury," "consistent with the symptoms upon
24 which the diagnosis and treatment of the illness or injury is based,"
25 "not provided primarily as a convenience to the patient,
26 practitioner, hospital or covered provider," and "not provided
27 primarily for the purpose of medical research or other research."
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5. On or about the following dates, defendants NIKBAKHT, CHAIT, and DOGANYAN opened and caused to be opened at the following banks the following accounts (each identified by the last four digits of the account number) for the following Diagnostic Corporations (collectively the "Diagnostic Corporation Accounts"):

Date	Bank	Diagnostic Corporation	Account Number
5/10/2012	Chase	Unicare	****3806
5/10/2012	Chase	Relax Sleep	****4003
6/4/2012	Chase	Sleep Well	****2387
7/9/2012	Chase	Diagnostic Care	****4280
7/19/2012	Citibank	Nova Sleep	****7483
9/28/2012	Wells Fargo	Nova Sleep	****0732
9/28/2012	Wells Fargo	Nova Diagnostic	****0757
10/15/2012	Bank of America	Relax Sleep	****0179
10/15/2012	Bank of America	Nova Diagnostic	****0182
10/24/2012	Citibank	Unicare	****6877

B. THE FRAUDULENT SCHEME

6. Beginning in or before August 2009, and continuing through at least in or about September 2013, in Los Angeles County, within the Central District of California, and elsewhere, defendants NIKBAKHT, CHAIT, and DOGANYAN, together with others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud private health insurance plans, including the ILWU-PMA and FedEx Plans, as to material matters, and to obtain money and property from private health insurance plans, including the ILWU-PMA and FedEx Plans, by

1 means of material false and fraudulent pretenses, representations,
2 and promises, and the concealment of material facts.

3 7. The fraudulent scheme was carried out, in substance, as
4 follows:

5 a. Defendants NIKBAKHT, CHAIT, and DOGANYAN incorporated
6 and caused to be incorporated the Diagnostic Corporations, and
7 obtained and caused to be obtained for the Diagnostic Corporations
8 provider identification numbers for use in making claims for
9 reimbursement for sleep studies and NCVs to the ILWU-PMA and FedEx
10 Plans.

11 b. On or about February 1, 2012, defendants NIKBAKHT and
12 CHAIT leased the premises located at 15450 Ventura Boulevard, Suite
13 101, Sherman Oaks, California (the "Sherman Oaks Facility"), which
14 premises defendants NIKBAKHT, CHAIT, and DOGANYAN used and caused to
15 be used to perform sleep studies on ILWU-PMA and FedEx Plan members.

16 c. On or about June 22, 2012, defendant CHAIT leased the
17 premises located at 1428 West 7th Street, Suite B, San Pedro,
18 California (the "San Pedro Facility"), which defendants NIKBAKHT,
19 CHAIT, and DOGANYAN, operating under the name "Well Care Medical
20 Center," used and caused to be used to perform a variety of
21 diagnostic medical services, including NCVs, on ILWU-PMA and FedEx
22 Plan members.

23 d. Defendants NIKBAKHT, CHAIT, and DOGANYAN recruited,
24 and caused others to recruit, ILWU-PMA and FedEx Plan members to
25 receive diagnostic medical services, including sleep studies and
26 NCVs, by offering and causing to be offered to those Plan members
27 cash payments in return for those Plan members receiving diagnostic
28 medical services, including sleep studies and NCVs, provided at

1 various facilities, including the Sherman Oaks and San Pedro
2 facilities operated and controlled by defendants NIKBAKHT, CHAIT, and
3 DOGANYAN.

4 e. Defendant CHAIT would pick up ILWU-PMA and FedEx Plan
5 members who had been recruited to receive diagnostic medical
6 services, including sleep studies and NCVs, and drive them to the
7 facilities at which those services would be provided, including the
8 Sherman Oaks and San Pedro facilities.

9 f. Defendants NIKBAKHT, CHAIT, and DOGANYAN, would make
10 and cause to be made cash payments to ILWU-PMA and FedEx Plan members
11 in return for them receiving diagnostic medical services, including
12 sleep studies and NCVs.

13 g. Knowing that the diagnostic medical services,
14 including sleep studies and NCVs, being billed for ILWU-PMA and FedEx
15 Plan members recruited and paid to undergo those diagnostic medical
16 services were not medically necessary and, in some instances, had not
17 actually been provided, defendants NIKBAKHT, CHAIT, and DOGANYAN
18 caused the Diagnostic Corporations to submit to Coastwise Claims and
19 Anthem claims for reimbursement for diagnostic medical services for
20 those ILWU-PMA and FedEx Plan members that: (i) were materially false
21 and misleading, in that they represented that the diagnostic medical
22 services billed for had actually been provided and were medically
23 necessary; and (ii) concealed material facts, namely, that the ILWU-
24 PMA and FedEx Plan members for whom claims were being submitted had
25 been recruited and paid to undergo those diagnostic medical services
26 they actually received and had not been required to pay any portion
27 of the costs of the diagnostic medical services that were billed.

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1 h. Defendants NIKBAKHT, CHAIT, and DOGANYAN caused checks
2 received in the mail from Coastwise Claims and Anthem in payment of
3 claims for reimbursement for diagnostic medical services by the
4 Diagnostic Corporations to be deposited into the Diagnostic
5 Corporation Accounts.

6 8. By means of the fraudulent scheme described above,
7 defendants NIKBAKHT, CHAIT, and DOGANYAN submitted and caused to be
8 submitted to the ILWU-PMA and FedEx Plans claims seeking payment of
9 at least \$16,000,000, which claims caused the ILWU-PMA and FedEx
10 Plans to pay at least \$3,000,000.

11 C. USE OF THE MAIL

12 9. On or about the dates set forth below, in Los Angeles
13 County, within the Central District of California, and elsewhere,
14 defendants NIKBAKHT, CHAIT, and DOGANYAN, for the purpose of
15 executing and attempting to execute the above-described scheme to
16 defraud, willfully caused to be placed in a post office and
17 authorized depository for mail matter the following items to be sent
18 and delivered by the United States Postal Service:

19

COUNT	DATE	ITEM MAILED
20 ONE	10/24/2011	Check No. 7819133, payable to Wellcare Sleep Center, Inc., in the amount of \$6,900.00 for a sleep study for J.P., mailed from Coastwise Claims to 369 S. Doheny Dr. #248, Beverly Hills, CA
21 TWO	6/4/2012	Check No. 8329476, payable to Unicare Sleep Center, Inc., in the amount of \$9,000.00 for a sleep study for F.L., mailed from Coastwise Claims to 369 S. Doheny Dr. #248, Beverly Hills, CA
22 THREE	6/7/2012	Check No. 185115, payable to Unicare Sleep Center, Inc., in the amount of \$2,864.20 for, in part, sleep studies for B.F. and E.F., mailed from Anthem to 743 Glenwood Road, Glendale, CA

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COUNT	DATE	ITEM MAILED
FOUR	6/20/2012	Check No. 8379737, payable to Unicare Sleep Center, Inc., in the amount of \$9,000.00 for a sleep study for A.L., mailed from Coastwise Claims to 369 S. Doheny Dr. #248, Beverly Hills, CA
FIVE	7/3/2012	Check No. 8412981, payable to Diagnostic Care, Inc., in the amount of \$5,915.70 for a NCV study for T.L. Jr., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA
SIX	7/5/2012	Check No. 8415897, payable to Diagnostic Care, Inc., in the amount of \$6,573.00 for a NCV study for A.L., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA
SEVEN	8/21/2012	Check No. 8531851, payable to Relax Sleep Lab, Inc., in the amount of \$9,000.00 for a sleep study for A.S., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA
EIGHT	9/12/2012	Check No. 223480, payable to Nova Diagnostic, Inc., in the amount of \$1,847.04 for, in part, a NCV study for R.L., mailed from Anthem to 743 Glenwood Road, Glendale, CA
NINE	9/13/2012	Check No. 223970, payable to Nova Diagnostic, Inc., in the amount of \$923.52 for, in part, a NCV study for C.L., mailed from Anthem to 743 Glenwood Road, Glendale, CA
TEN	9/14/2012	Check No. 224498, payable to Nova Sleep Lab, Inc., in the amount of \$1,437.80 for, in part, a sleep study for N.T., mailed from Anthem to 743 Glenwood Road, Glendale, CA
ELEVEN	9/18/2012	Check No. 225596, payable to Nova Sleep Lab, Inc., in the amount of \$1,437.80 for, in part, a sleep study for C.M., mailed from Anthem to 743 Glenwood Road, Glendale, CA
TWELVE	10/8/2012	Check No. 8635000, payable to Diagnostic Care, Inc., in the amount of \$6,288.30 for a NCV study for I.L., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA
THIRTEEN	10/8/2012	Check No. 8635001, payable to Diagnostic Care, Inc., in the amount of \$6,288.30 for a NCV study for F.L., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA

COUNT	DATE	ITEM MAILED
FOURTEEN	10/8/2012	Check No. 8635002, payable to Diagnostic Care, Inc., in the amount of \$6,288.30 for a NCV study for A.L., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA
FIFTEEN	10/8/2012	Check No. 8635003, payable to Diagnostic Care, Inc., in the amount of \$6,288.30 for a NCV study for T.L. Jr., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA
SIXTEEN	10/9/2012	Check No. 8638524, payable to Nova Diagnostic, Inc., in the amount of \$6,334.52 for, in part, a NCV study for G.T., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA
SEVENTEEN	10/9/2012	Check No. 8638522, payable to Nova Diagnostic, Inc., in the amount of \$6,344.52 for a NCV study for T.T., mailed from Coastwise Claims to 743 Glendale Road, Glendale, CA
EIGHTEEN	10/11/2012	Check No. 234929, payable to Diagnostic Care, Inc., in the amount of \$5,879.32 for, in part, a NCV study for V.L., mailed from Anthem to 743 Glenwood Road, Glendale, CA
NINETEEN	10/19/2012	Check No. 8665830, payable to Diagnostic Care, Inc., in the amount of \$1,340.00 for an Extremity Study for J.N., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA
TWENTY	11/5/2012	Check No. 8702574, payable to Nova Diagnostic, Inc., in the amount of \$6,255.90 for a NCV study for J.T., mailed from Coastwise Claims to 743 Glenwood Road, Glendale, CA

1 COUNT TWENTY-ONE

2 [18 U.S.C. § 1956(h)]

3 10. The Grand Jury hereby incorporates by reference and
4 realleges paragraphs 1-5 and 7-9 of this Indictment as though fully
5 set forth herein.

6 A. THE OBJECTS OF THE CONSPIRACY

7 11. Beginning in or before August 2009, and continuing through
8 at least in or about September 2013, in Los Angeles County, within
9 the Central District of California, defendants NIKBAKHT, CHAIT, and
10 DOGANYAN, together with others known and unknown to the Grand Jury,
11 knowingly combined, conspired, and agreed to commit the following
12 offenses against the United States:

13 a. Money laundering, in violation of Title 18, United
14 States Code, Section 1956(a)(1)(B)(i), by, knowing that the property
15 involved in the financial transactions represented the proceeds of
16 some form of unlawful activity, conducting and attempting to conduct
17 financial transactions affecting interstate commerce that involved
18 the proceeds of specified unlawful activity, namely, mail fraud
19 committed in violation of Title 18, United States Code, Section 1341,
20 with the intent to conceal and disguise the nature, location, source,
21 ownership, and control of proceeds of that specified unlawful
22 activity; and

23 b. Money laundering, in violation of Title 18, United
24 States Code, Section 1956(a)(1)(A)(i), by, knowing that the property
25 involved in the financial transactions represented the proceeds of
26 some form of unlawful activity, conducting and attempting to conduct
27 financial transactions affecting interstate commerce that involved
28 the proceeds of specified unlawful activity, namely, mail fraud

1 committed in violation of Title 18, United States Code, Section 1341,
2 with the intent to promote the carrying on of that specified unlawful
3 activity.

4 B. THE MANNER AND MEANS OF THE CONSPIRACY

5 12. The objects of the conspiracy were carried out, and to be
6 carried out, in substance, in the following manner and by the
7 following means:

8 a. From the proceeds of the mail fraud deposited into the
9 Diagnostic Corporation accounts, defendants NIKBAKHT, CHAIT, and
10 DOGANYAN caused funds to be transferred, through other accounts, the
11 issuance of cashier's checks, and cash withdrawals and deposits, to,
12 among other things: (i) generate cash used to make payments to ILWU-
13 PMA and FedEx Plan members in return for them agreeing to receive and
14 actually receiving diagnostic medical procedures; (ii) pay expenses
15 necessary to implement the mail fraud scheme, including payments to
16 Dr. B.O., who oversaw the provision of diagnostic medical services,
17 including NCVs, at the San Pedro facility, and to Star Medical
18 Billing, located at 743 Glenwood Road, Glendale, California ("Star
19 Medical Billing"), which, acting at the direction of defendants
20 NIKBAKHT and DOGANYAN, prepared and submitted bills for diagnostic
21 medical procedures, including sleep studies and NCVs, undergone by
22 ILWU-PMA and FedEx Plan members in return for payment; and (iii)
23 transfer funds to companies controlled by defendant DOGANYAN,
24 including Doganyan Plumbing, located at 2000 West Magnolia Boulevard,
25 Burbank, California ("Doganyan Plumbing"), and Imperial Telegraph
26 Hand Car Wash, located at 14861 Imperial Highway, La Mirada,
27 California ("Imperial Car Wash"), to make it falsely appear that the
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1 funds were connected with legitimate business transactions engaged in
2 with those companies.

3 b. Defendant NIKBAKHT caused checks received in the mail
4 from Coastwise Claims and Anthem in payment of claims for
5 reimbursement for diagnostic medical services by the Diagnostic
6 Corporations to be cashed at Westwood Check Cashing Etc., 2180
7 Westwood Boulevard, Unit 1-H, Los Angeles, California ("Westwood
8 Check Cashing"), thus converting the proceeds of the mail fraud into
9 cash which: (i) could not be traced; and (ii) could be used to make
10 payments to ILWU-PMA and FedEx Plan members in return for them
11 agreeing to receive and actually receiving diagnostic medical
12 procedures.

13 c. Defendants NIKBAKHT and DOGANYAN caused checks
14 received in the mail from Coastwise Claims and Anthem in payment of
15 claims for reimbursement for diagnostic medical services by the
16 Diagnostic Corporations to be deposited into a bank account for
17 Galaxy Escrow, which was located first at 325 North Victory
18 Boulevard, Burbank, California, and then at 1207 West Magnolia
19 Boulevard, Burbank, California ("Galaxy Escrow"), maintained at East
20 West Bank, El Monte, California, account ****4837. From the proceeds
21 of the mail fraud deposited into the Galaxy Escrow account,
22 defendants NIKBAKHT and DOGANYAN caused Galaxy Escrow: (i) to
23 transfer funds to companies controlled by defendant DOGANYAN,
24 including Doganyan Plumbing and Imperial Car Wash, to make it falsely
25 appear that the funds resulted from legitimate business transactions
26 engaged in by those companies; and (ii) to make checks payable to
27 defendant NIKBAKHT, which checks bore fabricated escrow numbers to
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1 make them falsely appear to relate to the proceeds of real estate or
2 other legitimate business transactions.

3 C. OVERT ACTS

4 13. On or about the following dates, in furtherance of the
5 conspiracy and to accomplish its objects, defendants NIKBAKHT, CHAIT,
6 and DOGANYAN, together with other co-conspirators known and unknown
7 to the Grand Jury, committed and willfully caused others to commit,
8 the following overt acts, among others, in the Central District of
9 California and elsewhere:

10 Overt Act 1: On or about June 29, 2012, defendants NIKHBAHT and
11 DOGANYAN caused to be issued Check No. 1156, drawn on Unicare Chase
12 Bank account ****3806, payable to Star Medical Billing in the amount
13 of \$12,100.00.

14 Overt Act 2: On or about July 9, 2012, defendant DOGANYAN
15 caused to be issued Check No. 1200, drawn on Unicare Chase Bank
16 account ****3806, payable to Imperial Car Wash in the amount of
17 \$2,500.00.

18 Overt Act 3: On or about July 10, 2012, defendants NIKBAKHT,
19 CHAIT, and DOGANYAN caused to be issued Check No. 1158, drawn on
20 Unicare Chase Bank account ****3806, payable to Sleep Well in the
21 amount of \$15,000.00.

22 Overt Act 4: On or about July 18, 2012, defendants NIKBAKHT and
23 DOGANYAN caused to be purchased with funds from Diagnostic Care Chase
24 Bank account ****4280, Chase Bank Cashier's Checks #1158808081 and
25 #1158808082, each payable to defendant NIKBAKHT in the amount of
26 \$20,000.00, which Cashier's Checks defendant NIKBAKHT subsequently
27 cashed at Westwood Check Cashing.

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1 Overt Act 5: On or about July 19, 2012, defendants NIKHBAHT and
2 DOGANYAN caused to be issued Check No. 1001, drawn on Diagnostic Care
3 Chase Bank account ****4280, payable to Star Medical Billing in the
4 amount of \$10,610.00.

5 Overt Act 6: On or about August 1, 2012, defendants NIKBAKHT
6 and DOGANYAN caused to be issued Check No. 1208, drawn on Unicare
7 Chase Bank account ****3806, payable to Galaxy Escrow in the amount
8 of \$50,000.00.

9 Overt Act 7: On or about August 1, 2012, defendant DOGANYAN
10 caused to be purchased with funds from Diagnostic Care Chase Bank
11 account ****4280, Chase Bank Cashier's Check #1158808170, payable to
12 Imperial Car Wash in the amount of \$4,059.22.

13 Overt Act 8: On or about August 12, 2012, defendants NIKBAKHT
14 and DOGANYAN caused to be issued Check No. 1036, drawn on Unicare
15 Chase Bank account ****3806, payable to Galaxy Escrow in the amount
16 of \$70,000.00.

17 Overt Act 9: On or about August 21, 2012, defendants NIKBAKHT
18 and DOGANYAN caused to be issued Check No. 1153, drawn on Unicare
19 Chase Bank account ****3806, payable to Doganyan Plumbing in the
20 amount of \$7,000.00.

21 Overt Act 10: On or about August 22, 2012, defendants NIKHBAHT
22 and DOGANYAN caused to be issued Check No. 104, drawn on Nova Sleep
23 Citibank account ****7483, payable to Star Medical Billing in the
24 amount of \$18,235.77.

25 Overt Act 11: On or about August 31, 2012, defendants NIKBAKHT
26 and DOGANYAN caused to be purchased with funds from Relax Sleep Chase
27 Bank account ****4003, Chase Bank Cashier's Check #1158808384,
28 payable to defendant NIKBAKHT in the amount of \$75,000.00, which

1 Cashier's Check defendants NIKBAKHT and DOGANYAN subsequently caused
2 to be deposited into the Galaxy Escrow East West Bank account
3 ****4837.

4 Overt Act 12: On or about September 5, 2012, defendants
5 NIKBAKHT and DOGANYAN caused to be purchased with funds from Nova
6 Sleep Citibank account ****7483, Citibank Cashier's Check #312503600,
7 payable to defendant NIKBAKHT in the amount of \$70,000.00, which
8 Cashier's Check defendant NIKBAKHT subsequently cashed at Westwood
9 Check Cashing.

10 Overt Act 13: On or about October 17, 2012, defendants NIKBAKHT
11 and DOGANYAN caused to be purchased with funds from Relax Sleep Chase
12 Bank account ****4003, Chase Bank Cashier's Check #1103713274,
13 payable to Doganyan Plumbing in the amount of \$24,047.50.

14 Overt Act 14: On or about October 23, 2012, defendant DOGANYAN
15 caused to be issued Check No. 991, drawn on Nova Diagnostic Bank of
16 America account ****0182, payable to Imperial Car Wash in the amount
17 of \$5,000.00.

18 Overt Act 15: On or about November 2, 2012, defendants NIKBAKHT
19 and DOGANYAN caused to be issued Check No. 1001, drawn on Nova Sleep
20 Wells Fargo account ****0732, payable to Unicare in the amount of
21 \$9,000.00.

22 Overt Act 16: On or about November 2, 2012, defendants
23 NIKBAKHT, CHAIT, and DOGANYAN caused to be issued Check No. 991,
24 drawn on Relax Sleep Bank of America account ****0179, payable to
25 defendant CHAIT in the amount of \$34,000.00, which check was
26 subsequently returned for insufficient funds after Bank of America
27 froze the funds in the account.

1 Overt Act 17: On or about November 2, 2012, defendants NIKBAKHT
2 and DOGANYAN caused to be issued Check No. 993, drawn on Relax Sleep
3 Bank of America account ****0179, payable to Doganyan Plumbing in the
4 amount of \$5,000.00, which check was subsequently returned for
5 insufficient funds after Bank of America froze the funds in the
6 account.

7 Overt Act 18: On or about November 2, 2012, defendants NIKBAKHT
8 and DOGANYAN caused to be issued Check No. 993, drawn on Nova
9 Diagnostic Bank of America account ****0182, payable to Wellcare in
10 the amount of \$30,000.00, which check defendant NIKBAKHT subsequently
11 cashed at Westwood Checking.

12 Overt Act 19: On or about November 2, 2012, defendants NIKBAKHT
13 and DOGANYAN caused to be issued Check No. 1002, drawn on Unicare
14 Citibank account ****6877, payable to Doganyan Plumbing in the amount
15 of \$5,000.00.

16 Overt Act 20: On or about November 5, 2012, defendants
17 NIKBAKHT, CHAIT, and DOGANYAN caused to be issued Check No. 996,
18 drawn on Nova Diagnostic Bank of America account ****0182, payable to
19 defendant CHAIT in the amount of \$6,000.00.

20 Overt Act 21: On or about November 8, 2012, defendant DOGANYAN
21 caused to be issued Check No. 1003, drawn on Nova Sleep Wells Fargo
22 account ****0732, payable to Imperial Car Wash in the amount of
23 \$5,000.00.

24 Overt Act 22: On or about November 9, 2012, defendants NIKBAKHT
25 and DOGANYAN caused to be issued Check No. 1001, drawn on Nova
26 Diagnostic Wells Fargo account ****0757, payable to Dr. B.O. in the
27 amount of \$5,000.00.

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1 Overt Act 23: On or about November 9, 2012, defendants NIKBAKHT
2 and DOGANYAN caused to be issued Check No. 1004, drawn on Unicare
3 Citibank account ****6877, payable to defendant NIKBAKHT in the
4 amount of \$17,000.00, which check defendant NIKBAKHT subsequently
5 cashed at Westwood Check Cashing.

6 Overt Act 24: On or about November 19, 2012, defendants
7 NIKBAKHT and DOGANYAN caused to be issued Check No. 1012, drawn on
8 Nova Sleep Wells Fargo account ****0732, payable to Star Medical
9 Billing in the amount of \$10,000.00.

10 Overt Act 25: On or about December 17, 2012, defendants
11 NIKBAKHT and DOGANYAN caused to be issued Check No. 1006, drawn on
12 Nova Diagnostic Wells Fargo account ****0757, payable to Doganyan
13 Plumbing in the amount of \$6,000.00.

14 Overt Act 26: On or about December 19, 2012, defendants
15 NIKBAKHT and DOGANYAN caused to be issued Check No. 1007, drawn on
16 Nova Diagnostic Wells Fargo account ****0757, payable to Dr. B.O. in
17 the amount of \$6,700.00.

18 Overt Act 27: On or about January 2, 2013, defendant DOGANYAN
19 caused to be issued Check No. 1011, drawn on Nova Diagnostic Wells
20 Fargo account ****0757, payable to E.K. in the amount of \$1,800, with
21 the notation "3 week pay."

22 Overt Act 28: On or about March 3, 2013, defendant DOGANYAN
23 caused to be issued Check No. 1017, drawn on Nova Diagnostic Wells
24 Fargo account ****0757, payable to RFLP in the amount of \$2,500.00.

25 Overt Act 29: On or about March 26, 2013, defendants NIKBAKHT
26 and DOGANYAN caused to be issued Check No. 1019, drawn on Nova
27 Diagnostic Wells Fargo account ****0757, payable to Star Medical
28 Billing in the amount of \$22,100.00.

COUNTS TWENTY-TWO THROUGH TWENTY-SEVEN

[18 U.S.C. §§ 1956(a)(1)(B)(i), 2]

14. The Grand Jury hereby incorporates by reference and realleges paragraphs 1-5, 7-9, and 12-13 of this Indictment as though fully set forth herein.

15. On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, the following defendants, together with others known and unknown to the Grand Jury, knowing that the property involved in each of the following financial transactions represented the proceeds of some form of unlawful activity, conducted and willfully caused others to conduct the following financial transactions affecting interstate commerce, which transactions in fact involved the proceeds of specified unlawful activity, namely, mail fraud, in violation of Title 18, United States Code, Section 1341, knowing that each of the transactions was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of such specified unlawful activity:

COUNT	DEFENDANTS	DATE	FINANCIAL TRANSACTION
TWENTY-TWO	NIKBAKHT CHAIT DOGANYAN	7/10/2012	Cash withdrawal of \$8,000.00 from the Sleep Well Chase Bank account ****2389
TWENTY-THREE	NIKBAKHT DOGANYAN	7/19/2012	Cashing at Westwood Check Cashing of Chase Bank Cashier's Check #1158808082, dated 7/18/2012, payable to defendant NIKBAKHT in the amount of \$20,000
TWENTY-FOUR	NIKBAKHT DOGANYAN	7/20/2012	Cashing at Westwood Check Cashing of Chase Bank Cashier's Check #1158808081, dated 7/18/2012, payable to defendant NIKBAKHT in the amount of \$20,000

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COUNT	DEFENDANTS	DATE	FINANCIAL TRANSACTION
TWENTY-FIVE	NIKBAKHT DOGANYAN	9/13/2012	Cashing at Westwood Check Cashing of Citibank Cashier's Check #312503600, dated 9/5/2012, payable to defendant NIKBAKHT in the amount of \$70,000
TWENTY-SIX	NIKBAKHT DOGANYAN	11/2/2012	Cashing at Westwood Check Cashing of Check No. 993, drawn on Nova Diagnostic Bank of America account ****0182, payable to Wellcare in the amount of \$30,000
TWENTY-SEVEN	NIKBAKHT DOGANYAN	11/21/2012	Issuance from the Galaxy Escrow East West Bank account ****4837 of Check #115739, dated 11/21/2012, bearing Escrow No. 23432-ME payable to defendant NIKBAKHT in the amount of \$50,000

COUNTS TWENTY-EIGHT THROUGH THIRTY

[18 U.S.C. §§ 1957, 2]

16. The Grand Jury hereby incorporates by reference and realleges paragraphs 1-5 and 7-9 of this Indictment as though fully set forth herein.

17. On or about the following dates, in Los Angeles County, within the Central District of California, the following defendants, knowing that the funds involved represented the proceeds of some form of unlawful activity, knowingly engaged in, and willfully caused others to engage in, the following monetary transactions, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, which monetary transactions involved property derived from a specified unlawful activity, namely, mail fraud, in violation of Title 18, United States Code, Section 1341:

COUNT	DEFENDANTS	DATE	MONETARY TRANSACTION
TWENTY-EIGHT	NIKBAKHT	7/5/2012	Payment of Check No. 1157, drawn on the Unicare Chase Bank account number ****3806, dated 7/5/2012, in the amount of \$42,000, payable to Major Motors for the purchase of a 2010 Porsche Panamera
TWENTY-NINE	NIKBAKHT DOGANYAN	11/19/2012	Payment of Check No. 115682, drawn on the Galaxy Escrow East West Bank account ****4837, dated 11/15/2012, in the amount of \$20,000, bearing escrow number 23454-ME, payable to defendant NIKBAKHT

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COUNT	DEFENDANTS	DATE	MONETARY TRANSACTION
THIRTY	NIKBAKHT DOGANYAN	11/19/2012	Payment of Check No. 115683, drawn on the Galaxy Escrow East West Bank account ****4837, dated 11/15/2012, in the amount of \$26,000, bearing escrow number 23454-ME, payable to defendant NIKBAKHT

A TRUE BILL

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Foreperson

EILEEN M. DECKER
United States Attorney


LAWRENCE S. MIDDLETON
Assistant United States Attorney
Chief, Criminal Division

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