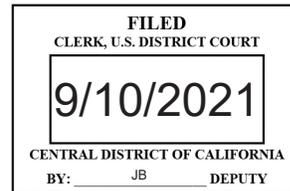


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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

June 2021 Grand Jury

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
GRIGOR GARIBYAN,  
  
Defendant.

CR 2:21-cr-00423

I N D I C T M E N T

[18 U.S.C. § 641: Theft of  
Government Property; 18 U.S.C.  
§ 981(a)(1)(C) and 28 U.S.C.  
§ 2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNTS ONE AND TWO

[18 U.S.C. §§ 641, 2]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Indictment:

1. GMA Home Health, Inc. ("GMA") was a home health agency located at 6365 Van Nuys Boulevard, Unit 7, Van Nuys, California 91401. GMA discharged all patients and ceased operating in or around June 2019.

2. Defendant GRIGOR GARIBYAN was the owner and Chief Executive Officer of GMA.

1           3.     Defendant GARIBYAN controlled and was the sole  
2 signatory on a business checking account ending in x2019, in the  
3 name of GMA, held at a bank in Los Angeles County (the "GMA Bank  
4 Account").

5           4.     Company A was an escrow company located in Granada  
6 Hills, California.

7           5.     Company B was a purported hospice company located in  
8 Sherman Oaks, California.

9           The CARES Act Provider Relief Fund

10          6.     In March 2020, Congress passed the Coronavirus Aid,  
11 Relief, and Economic Security ("CARES") Act, which was designed  
12 to provide emergency financial assistance to the millions of  
13 Americans suffering due to the COVID-19 pandemic.

14          7.     The CARES Act appropriated moneys to help health care  
15 providers ("Providers") that were financially impacted by COVID-  
16 19, as well as to provide care to patients who were suffering  
17 from COVID-19 and compensate providers for the cost of that care  
18 (the "Provider Relief Fund"). The United States Department of  
19 Health and Human Services ("HHS"), through its agency, the  
20 Health Resources and Services Administration ("HRSA"), oversaw  
21 and administered the Provider Relief Fund.

22          8.     In order to rapidly provide funding to Providers  
23 during the pandemic, HRSA distributed payments under the CARES  
24 Act Provider Relief Fund ("Provider Relief Fund Payment" or  
25 "Payment") to Providers who: (a) billed Medicare fee-for-service  
26 (Parts A or B) in Calendar Year 2019; (b) were not currently  
27 terminated from participation in Medicare or precluded from  
28 receiving payment through Medicare Advantage or Part D; (c) were

1 not currently excluded from participation in Medicare, Medicaid,  
2 and other Federal health care programs; and (d) did not  
3 currently have Medicare billing privileges revoked. Providers  
4 meeting these criteria automatically received the Provider  
5 Relief Fund Payment and did not have to apply for the funding  
6 but were required to comply with the terms and conditions of the  
7 Provider Relief Fund ("Terms and Conditions") if they retained  
8 such funding.

9 Terms and Conditions of Provider Relief Payment

10 9. Provider Relief Fund recipients attested to their  
11 compliance with the Terms and Conditions in one of two ways.  
12 First, Provider Relief Fund recipients were notified that they  
13 could submit an attestation through an online portal confirming  
14 receipt of the funds and agreeing to the Terms and Conditions.  
15 Second, recipients were notified that, if they kept the money  
16 for a period that exceeded 90 days from receipt, they were  
17 deemed to have accepted the Terms and Conditions of the Provider  
18 Relief Fund.

19 10. Providers who attested to the Terms and Conditions  
20 acknowledged that their commitment to full compliance with the  
21 terms and conditions was material to the HHS Secretary's  
22 decision to disburse Provider Relief Fund Payments to them.  
23 Providers further acknowledged that noncompliance with any Term  
24 or Condition could cause the HHS Secretary to recoup some or all  
25 of the Payment.

26 11. Providers who attested to the Terms and Conditions  
27 certified that they:

- 28 a. billed Medicare in Calendar Year 2019;

1           b.    provided diagnoses, testing, or care for  
2 individuals with possible or actual cases of COVID-19 after  
3 January 31, 2020;

4           c.    were not then terminated from participation in  
5 Medicare or precluded from receiving payment through Medicare  
6 Advantage or Part D;

7           d.    were not then excluded from participation in  
8 Medicare, Medicaid, and other Federal health care programs;

9           e.    did not then have Medicare billing privileges  
10 revoked;

11          f.    would only use the Payment to prevent, prepare  
12 for, and respond to coronavirus, and that the Payment would  
13 reimburse the recipient only for health-care-related expenses or  
14 lost revenues that were attributable to coronavirus;

15          g.    provided information relating to the Payment that  
16 was true, accurate, and complete and that any deliberate  
17 omission, misrepresentation, or falsification of any information  
18 was punishable by, inter alia, criminal penalties, including but  
19 not limited to imprisonment; and

20          h.    would maintain appropriate records and cost  
21 documentation to substantiate the reimbursement of costs under  
22 the disbursement.

23 B.    THEFT OF GOVERNMENT PROPERTY

24          12.   On or about May 22, 2020, in Los Angeles County,  
25 within the Central District of California, and elsewhere,  
26 defendant GARIBYAN knowingly and willfully stole, purloined, and  
27 converted to his own use and the use of another money of HHS, a  
28 department of the United States, namely, the following amounts,

1 each exceeding \$1,000, of an approximately \$57,591 payment from  
2 the HHS Provider Relief Fund that was deposited in the GMA Bank  
3 Account on or about May 1, 2020, to which defendant GARIBYAN  
4 knew he was not entitled, with the intent to deprive HHS of the  
5 use and benefit of that money:

COUNT	APPROX. AMOUNT	DESCRIPTION
ONE	\$19,590	Wire transfer from the GMA Bank Account to Company A
TWO	\$35,200	Wire transfer from the GMA Bank Account to Company B

1 FORFEITURE ALLEGATION

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

3 13. Pursuant to Rule 32.2 of the Federal Rules of Criminal  
4 Procedure, notice is hereby given to defendant GRIGOR GARIBYAN  
5 that the United States of America will seek forfeiture as part  
6 of any sentence, pursuant to Title 18, United States Code,  
7 Section 981(a)(1)(C) and Title 28, United States Code, Section  
8 2461(c), in the event of defendant's conviction under this  
9 Indictment.

10 14. Defendant GARIBYAN, if so convicted, shall forfeit to  
11 the United States of America the following:

12 a. all right, title, and interest in any and all  
13 property, real or personal, constituting, or derived from, any  
14 proceeds traceable to the offense; and

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

18 15. Pursuant to Title 21, United States Code, Section  
19 853(p), as incorporated by Title 28, United States Code, Section  
20 2461(c), any defendant so convicted shall forfeit substitute  
21 property, up to the value of the property described in the  
22 preceding paragraph if, as the result of any act or omission of  
23 defendant, the property described in the preceding paragraph or  
24 any portion thereof (a) cannot be located upon the exercise of  
25 due diligence; (b) has been transferred, sold to, or deposited  
26 with a third party; (c) has been placed beyond the jurisdiction  
27 of the court; (d) has been substantially diminished in value; or  
28

1 (e) has been commingled with other property that cannot be  
2 divided without difficulty.

3  
4 A TRUE BILL

5  
6 /S/

7 \_\_\_\_\_  
Foreperson

8  
9 TRACY L. WILKISON  
Acting United States Attorney

10  
11 

12 SCOTT M. GARRINGER  
13 Assistant United States Attorney  
14 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  
20 Acting Deputy Chief, Major Frauds Section

21 JOSEPH S. BEEMSTERBOER  
22 Acting Chief, Fraud Section  
23 U.S. Department of Justice

24 NIALL M. O'DONNELL  
25 Assistant Chief, Fraud Section  
26 U.S. Department of Justice

27 JAMES V. HAYES  
28 Senior Litigation Counsel, Fraud Section  
U.S. Department of Justice

CHRISTOPHER A. WENGER  
Trial Attorney, Fraud Section  
U.S. Department of Justice