

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

February 2017 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

JULIAN OMIDI,
aka "Combiz Omid,"
aka "Combiz Julian Omid,"
aka "Kambiz Omid,"
aka "Kambiz Beniamia Omid,"
aka "Ben Omid,"
INDEPENDENT MEDICAL SERVICES,
INC., a professional
corporation, and
SURGERY CENTER MANAGEMENT, LLC,

Defendants.

CR No **17CR00661-PA**

I N D I C T M E N T

[18 U.S.C. § 1341: Mail Fraud; 18 U.S.C. § 1343: Wire Fraud; 18 U.S.C. § 1028A(a)(1): Aggravated Identity Theft; 18 U.S.C. § 1035: False Statements Relating to Health Care Matters; 18 U.S.C. § 1956(h): Conspiracy to Commit Promotional Money Laundering; 18 U.S.C. § 1956(a)(1)(A): Promotional Money Laundering; 18 U.S.C. § 2: Aiding and Abetting and Causing an Act to Be Done; 18 U.S.C. §§ 981(a)(1)(C), 982(a)(1), 982(a)(2)(B), 982(a)(7), and 1029(c)(1)(C) and 28 U.S.C. § 2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNTS ONE THROUGH SIXTEEN

[18 U.S.C. §§ 1341, 2]

[Defendants J. OMIDI, IMS, and SCM]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

1 1. Defendant JULIAN OMIDI, also known as ("aka") "Combiz
2 Omid," aka "Combiz Julian Omid," aka "Kambiz Omid," aka "Kambiz
3 Beniamia Omid," aka "Ben Omid" ("defendant J. OMIDI"), was a
4 resident of Los Angeles, California, within the Central District of
5 California.

6 2. Defendant SURGERY CENTER MANAGEMENT, LLC ("defendant SCM")
7 was a limited liability company registered in the State of
8 California, operating in Beverly Hills, California, within the
9 Central District of California. SCM had multiple bank accounts,
10 including bank accounts at Wells Fargo Bank from in or about July
11 2010 until in or about March 2012. Defendant J. OMIDI was listed as
12 an owner of and had signature authority for the SCM Wells Fargo Bank
13 account with account number ending in 4735 (the "SCM WFB Account").
14 Co-conspirator C.K. was an employee of defendant SCM starting in or
15 about July 2010 and, beginning at least in or about October 2010, was
16 listed as a manager for defendant SCM on corporate documents and
17 agreements.

18 3. Defendant INDEPENDENT MEDICAL SERVICES, INC. ("defendant
19 IMS") was a professional corporation registered in the State of
20 California, operating primarily in Beverly Hills, California, within
21 the Central District of California. Defendant IMS had multiple bank
22 accounts, including a bank account at Chase Bank bearing an account
23 number ending in 7541 (the "IMS Chase Account") from in or about May
24 2012 until in or about August 2014.

25 4. 1-800-Get-Thin, LLC was a limited liability company
26 registered in the State of California, operating in Beverly Hills,
27 California, within the Central District of California. 1-800-Get-
28 Thin, LLC leased to defendant SCM the "1-800-Get-Thin" telephone

1 number 1-800-438-8446 and the URL "800getthin.com," from in or about
2 2010 to in or about 2015.

3 Lap-Band Surgery and Bariatric Coverage

4 5. Lap-Band surgery (a type of bariatric surgery) was an
5 elective weight-loss procedure that employed the Lap-Band, a
6 restricted device, regulated by the United States Food and Drug
7 Administration.

8 6. Lap-Band surgery was intended for use only in morbidly
9 obese adult patients who met specific criteria based on their body
10 mass index ("BMI"), had failed more conservative weight-reduction
11 alternatives, and committed to making various permanent changes in
12 their eating habits.

13 7. If a patient had bariatric coverage through their health
14 insurance, the insurance company typically required that the Lap-Band
15 surgery be pre-approved before providers could bill and obtain
16 payment for the surgery and related pre-operative and post-operative
17 services and procedures. Patients with bariatric coverage would
18 generally be pre-approved and the Lap-Band surgery deemed medically
19 necessary only if, among other requirements, they either had a BMI of
20 40 or more, or a BMI of 35 or more and at least one co-morbidity,
21 such as obstructive sleep apnea ("OSA"), typically diagnosed through
22 a sleep study.

23 8. In order to obtain pre-approval for Lap-Band surgery, the
24 medical provider would typically submit a pre-authorization request
25 (also known as a letter of medical necessity or "LOMN") that
26 established the medical necessity for the Lap-Band procedure with
27 documentation showing that the patient was morbidly obese and met all
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1 the additional qualifications of the particular plan, including
2 documentation of any co-morbidity.

3 Sleep Studies

4 9. A polysomnography ("PSG") was a baseline sleep study
5 ordered by a licensed physician based on an individualized assessment
6 of a patient's risk for a sleep disorder. That individualized
7 assessment could include a review of a patient's score on
8 questionnaires designed to evaluate a patient's risk for sleep apnea
9 or other sleep-related disorders, including the Berlin questionnaire
10 and the Epworth Sleepiness Scale ("ESS").

11 10. If, based on the PSG results, the licensed physician
12 interpreting the PSG diagnosed the patient with OSA and prescribed
13 treatment using a continuous positive airway pressure ("CPAP")
14 machine, a second sleep study, known as a titration study or CPAP
15 study, could be conducted to find the appropriate pressure for use in
16 treating the OSA using the CPAP.

17 11. Sleep studies such as PSGs and titration studies generated
18 raw data that was scored by a Registered Polysomnographic Sleep
19 Technician ("RPSGT"). As part of that scoring, the RPSGT calculated
20 the apnea-hypopnea index ("AHI"), a score related to the number of
21 breathing cessations (apneas) and drops in the breathing rate
22 accompanied by oxygen desaturation (hypopneas) that occurred in the
23 study. An AHI of less than 5 was normal, while an AHI between 5 and
24 14.9 reflected mild OSA, between 15 and 29.9 reflected moderate OSA,
25 and 30 or higher reflected severe OSA.

26 12. The sleep study would then be interpreted by a qualified
27 licensed physician, who would have used the sleep study results to
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1 arrive at diagnoses and treatment recommendations specific to the
2 patient's results.

3 13. Most insurance companies required a diagnosis of moderate
4 or severe OSA to qualify as a co-morbidity that would support a
5 request for Lap-Band pre-approval.

6 GET THIN and the GET THIN Sleep Study Program

7 14. "GET THIN" referred to a network of more than 200 entities
8 – including defendant IMS; defendant SCM; 1-800-Get-Thin, LLC;
9 Royalty Surgical Center, LLC ("Royalty"); and DeVida USA, LLC
10 ("DeVida") – that worked to promote, perform, and submit insurance
11 claims for Lap-Band surgeries and other medical procedures, including
12 sleep studies, in the Central District of California, and elsewhere,
13 between at least in or about 2008 and the present.

14 15. GET THIN was controlled, at least in part, by defendant J.
15 OMIDI who, together with others: (a) set and reviewed GET THIN's
16 policies and procedures, including policies and procedures with
17 respect to the services GET THIN would provide, the billing for those
18 services, and materials submitted to insurance companies; (b)
19 reviewed individual patient files and claims for services submitted
20 to insurance carriers; and (c) approved GET THIN expenses.

21 16. Beginning in or about February 2010, defendant SCM was
22 listed as a "Member" of GET THIN and as associated with the
23 management of multiple GET THIN entities, including GET THIN's
24 surgery centers.

25 17. Beginning in or about April 2010 and continuing to at least
26 in or around December 2015, defendant IMS maintained a sleep study
27 program (the "GET THIN SSP") to conduct sleep studies for patients
28 who came to GET THIN seeking Lap-Band surgery. The majority of

1 individuals who worked with defendant IMS with respect to the GET
2 THIN SSP were hired by defendant IMS as independent contractors.

3 18. Between in or around May 2010 and in or around December
4 2015, co-conspirator C.K., who was not a licensed medical
5 professional, was the manager of the GET THIN SSP and an
6 administrator for defendant IMS. Beginning at least in or about
7 December 2010, co-conspirator C.K. was listed as a manager for
8 defendant IMS on corporate documents and agreements.

9 19. Defendant IMS contracted with (a) a Registered
10 Polysomnographic Sleep Technician ("RPSGT") to score manually the raw
11 data from sleep study tests between in or about April 2010 and in or
12 about August 2014; and (b) a "Sleep Specialist," Co-Conspirator 1
13 ("CC-1"), who was a licensed physician, to review and interpret the
14 scored sleep studies for the GET THIN SSP between in or about June
15 2010 and in or about September 2013.

16 20. The GET THIN SSP also employed others who were not licensed
17 medical professionals, including the manager of GET THIN's nutrition
18 department ("S.H."), and Co-Conspirator 2 ("CC-2"), an administrative
19 assistant and then manager for the GET THIN SSP, to assist co-
20 conspirator C.K. in dealing with the influx of patients and backlog
21 of sleep study reports.

22 21. The GET THIN SSP conducted sleep studies in multiple
23 locations in California, including locations in Apple Valley, Long
24 Beach, Palmdale, San Bernardino, and West Hills, all in the Central
25 District of California. Although sometimes located in suites next to
26 ambulatory surgery centers ("ASCs"), the sleep studies were not
27 conducted in ASCs. No sleep studies were conducted at the Modern
28 Institute of Plastic Surgery ("MIPS") in Beverly Hills, California.

1 GET THIN's Insurance Claims for Lap-Band Surgery and Sleep
2 Studies

3 22. GET THIN included entities and associated individuals,
4 including defendant IMS, that were medical providers ("GET THIN
5 Providers"), with provider numbers enabling them to submit claims to
6 insurance companies for services they allegedly provided to patients.

7 23. GET THIN Providers submitted claims for services to a
8 number of health care benefit programs, including TriCare (the
9 federally funded health care benefit program that provides coverage
10 for active duty, retired, and reserve members of the military and
11 certain other individuals) and private insurers such as Anthem Blue
12 Cross, UnitedHealthcare, Aetna, CIGNA, Health Net, Operating
13 Engineers Health & Welfare Fund, Blue Shield of California,
14 Government Employee's Health Association, Inc. ("GEHA"), and others
15 (collectively, the "Insurance Companies"). TriCare and the Insurance
16 Companies were health care benefit programs as defined in 18 U.S.C.
17 § 24(b).

18 24. GET THIN Providers were typically non-contracted or out-of-
19 network providers who lacked any agreement with the Insurance
20 Companies. TriCare and the Insurance Companies would typically pay
21 such out-of-network providers a percentage of either (a) the amount
22 billed or (b) a "usual and customary" rate for the service, which was
23 generally higher than the in-network rate. In addition, the patient
24 (also known as the "subscriber" or "member" of the insurance plan)
25 was also responsible for payment of the difference between the out-
26 of-network provider's fees and the amount paid by TriCare and the
27 Insurance Companies.

1 25. GET THIN Providers submitted claims for professional
2 services (on a CMS Form 1500) and facility fees (on a CMS Form UB-04)
3 using current procedural terminology ("CPT") codes identifying the
4 services provided. In submitting a claim, the GET THIN Providers
5 represented that all of the information in the claim was true and
6 accurate -- including patient's identity, CPT codes, diagnosis,
7 provider identity, place of service, and date of service - and that
8 the service provided was medically necessary.

9 26. GET THIN Providers, including defendant IMS, typically
10 submitted claims to TriCare and the Insurance Companies for Lap-Band
11 surgery using CPT code 43770. Claims for other services and
12 procedures billed in conjunction with the surgery -- such as
13 anesthesia, pathology, biopsies, or hernia repair -- were submitted
14 under separate CPT codes.

15 27. GET THIN Providers, including defendant IMS, typically
16 submitted claims for sleep studies under CPT codes 95810 (for PSGs)
17 and 95811 (for titration studies).

18 28. The information in the claim forms was material to payment,
19 and TriCare and the Insurance Companies would deny claims that
20 contained false, inaccurate or misleading information about, for
21 example, the service purportedly performed or its medical necessity,
22 the identity of the provider, and the place of service; insurers were
23 only obligated to pay "clean" claims, that is, claims that were
24 accurate and complete.

25 29. If TriCare and the Insurance Companies had known that a
26 sleep study claim was submitted for a sleep study with false
27 information, including false information as to whether the study had
28 actually been interpreted by a qualified licensed physician, or that

1 the sleep study was not medically necessary, TriCare and the
2 Insurance Companies might have denied that claim or might have
3 subjected it to additional scrutiny.

4 30. If TriCare and the Insurance Companies had known that
5 medical records, such as sleep study reports, submitted in support of
6 the claim contained false and fraudulent information, TriCare and the
7 Insurance Companies might have denied that claim or might have
8 subjected it to additional scrutiny.

9 31. Additionally, if TriCare and the Insurance Companies had
10 known that an LOMN and/or attached supporting documentation contained
11 false or fraudulent statements purporting to support the medical
12 necessity for the Lap-Band procedure, including false or fraudulent
13 statements or documentation concerning an alleged co-morbidity, they
14 might have not approved Lap-Band surgery or paid claims submitted for
15 Lap-Band surgery and related services for that patient, or might have
16 subjected the pre-authorization request to additional scrutiny.

17 B. THE FRAUDULENT SCHEME

18 32. Beginning in or about May 2010 and continuing through in or
19 about March 2016, in Los Angeles County, within the Central District
20 of California, and elsewhere, defendants J. OMIDI, IMS, and SCM,
21 together with co-conspirators C.K., S.H., CC-1, and CC-2, and others
22 known and unknown to the Grand Jury, knowingly and with intent to
23 defraud, devised, participated in, and executed a scheme to defraud
24 TriCare and the Insurance Companies as to material matters, and to
25 obtain money and property from TriCare and the Insurance Companies by
26 means of material false and fraudulent pretenses, representations,
27 and promises, and the concealment of material facts.

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1 33. The fraudulent scheme was carried out, in substance, as
2 follows:

3 a. GET THIN aggressively promoted Lap-Band surgery
4 through advertisements in Southern California, and elsewhere,
5 encouraging potential patients to call "1-800-GET-THIN" and attend a
6 presentation (often referred to as a "seminar") about the surgery.

7 b. Before patients attended a seminar, GET THIN would
8 obtain their insurance information, using that to determine whether
9 the patients had bariatric coverage (that is, whether their insurance
10 plan covered Lap-Band surgery) and, if so, whether that coverage
11 extended to out-of-network providers like GET THIN. If the potential
12 patients' insurance plans did not cover Lap-Band surgery, GET THIN
13 would internally identify these patients as having "No Bariatric
14 Benefits" or "No Bariatric Benefits-Even With Medical Necessity."

15 c. Before or around the time patients attended a seminar,
16 those patients were instructed to fill out and sign a variety of
17 intake paperwork. That paperwork typically included forms in which
18 the patients assigned their rights and benefits regarding their
19 insurance policies to defendant SCM, instructed their insurance
20 companies to pay for services purportedly provided by GET THIN
21 Providers by check made out and mailed to defendant SCM, and
22 authorized defendant SCM to deposit any insurance checks received in
23 payment for services provided by GET THIN Providers. The intake
24 paperwork also at times included a form entitled "Assignment of
25 Benefits," to be signed by the patients, in which the patients
26 authorized direct payment to GET THIN Providers of any benefits for
27 treatments or services. The "Assignment of Benefits" form also
28 notified patients that defendant J. OMIDI was an owner of "the

1 management company for the above mentioned surgery center" and had a
2 "vested interest in the [surgery] center and will be receiving
3 compensation for the procedures performed."

4 d. After attending a seminar, patients often met with
5 Lap-Band surgeons under contract with GET THIN entities, including
6 defendant IMS, who conducted brief examinations. After these
7 examinations, a sleep study typically was ordered as a pre-operative
8 procedure by marking a check-box on a "Surgery Scheduling Form," even
9 though some of the patients had insurance that likely would not cover
10 Lap-Band surgery under any circumstances and even though there was
11 often little medical need for the sleep study documented by the brief
12 examinations or in the patient intake materials.

13 e. Next, GET THIN's patient consultants would, in
14 accordance with policies set by defendant J. OMIDI and others,
15 routinely schedule patients for a PSG to be conducted through the GET
16 THIN SSP in an effort to uncover a co-morbidity that would assist GET
17 THIN in obtaining insurance approval for Lap-Band surgery from
18 various health care benefit programs. Later, policies required the
19 scheduling of a titration study at the same time, even though the PSG
20 had not yet been conducted and sleep apnea had not been diagnosed.
21 At the time defendant J. OMIDI and others set these policies,
22 defendant J. OMIDI knew that some of these patients had insurance
23 that likely would not cover Lap-Band surgery under any circumstances,
24 but that the insurance often would pay for the performance of one or
25 more sleep studies.

26 f. Individuals hired by defendant IMS conducted the sleep
27 studies, which were then scored by an RPSGT hired by defendant IMS.
28 At co-conspirator C.K.'s direction, the RPSGT would input the sleep

1 study scores into a sleep study report ("SSR") template that included
2 the electronic signature of CC-1 and standardized diagnoses and
3 treatment options that were not individualized to the patient. As
4 defendant J. OMIDI and co-conspirator C.K. knew, CC-1 permitted his
5 electronic signature to be used in these SSRs even though he would
6 often not review or interpret the SSRs or was reviewing SSRs that, as
7 discussed below, had been altered by co-conspirator C.K. and others
8 at defendant J. OMIDI's direction to reflect results not supported by
9 the raw data from the sleep study.

10 g. Defendant J. OMIDI instructed co-conspirator C.K.,
11 either directly or through intermediaries such as co-conspirator S.H.
12 or post-it notes on patient files, to alter the sleep study results
13 in the SSRs to make it appear as though the patients had OSA when
14 they, in fact, did not, or to make it appear as though they had more
15 severe OSA than they, in fact, had. Defendant J. OMIDI authorized
16 other GET THIN SSP employees, including co-conspirator S.H., to
17 assist co-conspirator C.K. in the falsification of SSRs.

18 h. In order to make patients more likely to receive
19 insurance pre-approval for Lap-Band surgery and provide supporting
20 documentation justifying the initial performance of the sleep
21 studies, defendant J. OMIDI also instructed co-conspirator C.K. to
22 conduct or provide ESS scores for patients. Defendant J. OMIDI
23 authorized co-conspirator C.K.'s use of CC-2 to obtain those ESS
24 scores, which, as defendant J. OMIDI and co-conspirator C.K. both
25 knew, were often obtained after the sleep studies had already been
26 performed and were often fabricated to indicate falsely that the
27 patients were suffering from extreme daytime sleepiness when, in
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1 fact, they were not. The falsified ESS scores were then included in
2 the SSRs and often referenced in LOMNs.

3 i. GET THIN employees, including co-conspirators C.K. and
4 S.H., acting at defendant J. OMIDI's direction or with his knowledge
5 and approval, would also falsify other information that would be
6 included in the LOMNs, including patients' BMIs, in an effort to make
7 the patients more likely to receive insurance pre-approval for Lap-
8 Band surgery.

9 j. Defendant J. OMIDI instructed co-conspirator C.K. to
10 falsify the SSRs, knowing and intending that (i) those falsified SSRs
11 would be provided to TriCare and the Insurance Companies - often
12 attached to an LOMN that also referenced the falsified sleep study
13 results and ESS scores - as part of GET THIN's request for pre-
14 authorization for Lap-Band surgery and (ii) TriCare and the Insurance
15 Companies would rely on the falsified SSRs and corresponding
16 inaccurate LOMN statements regarding the sleep study results in
17 making decisions regarding Lap-Band pre-approval.

18 k. Defendant J. OMIDI also instructed GET THIN employees
19 to increase patients' weights and BMIs, knowing and intending that
20 GET THIN would use those higher weights and BMIs to support insurance
21 pre-approval for Lap-Band surgery, including through their use on
22 LOMNs.

23 l. Defendant J. OMIDI routinely reviewed LOMNs and
24 discussed their contents with members of GET THIN's processing
25 department, which was responsible for generating the LOMNs.
26 Defendant J. OMIDI at times directed GET THIN employees to revise the
27 LOMNs, including to reflect the falsified sleep study results and ESS
28 scores. Defendant J. OMIDI did so, knowing that the individuals

1 writing and revising the LOMNs were not medical professionals, that
2 LOMNs were created from templates with cloned language not specific
3 to patients' conditions, and that, to the extent the LOMNs were
4 reviewed by physicians (which was not always the case), those
5 physicians had often never seen or examined the patients and were
6 asked to review the LOMNs based only on select supporting
7 documentation provided to them by other GET THIN employees or without
8 receiving any supporting documentation at all. Defendant J. OMIDI
9 typically approved the LOMNs before they were submitted to TriCare
10 and the Insurance Companies.

11 m. As defendant J. OMIDI knew and intended, once
12 insurance pre-approval for Lap-Band surgery was obtained, based in
13 part on the fraudulent information in the SSRs altered by co-
14 conspirators C.K. and S.H. and others at defendant J. OMIDI's
15 direction, surgeons contracted by GET THIN performed Lap-Band surgery
16 on the patients, and GET THIN Providers, including defendant IMS,
17 submitted claims for Lap-Band surgery and service associated with it
18 to TriCare and the Insurance Companies, and often received payment
19 from TriCare and the Insurance Companies for those claims.

20 n. As defendant J. OMIDI also knew and intended, GET THIN
21 Providers, including defendant IMS, billed TriCare and the Insurance
22 Companies for sleep studies that had not been reviewed or interpreted
23 by CC-1, submitted to TriCare and the Insurance Companies falsified
24 SSRs in support of sleep study claims, and often received payment
25 from TriCare and the Insurance Companies for those claims.

26 o. In an attempt to conceal the falsification of the
27 SSRs, defendant J. OMIDI directed co-conspirator C.K. to obtain and
28 destroy the raw data associated with the sleep studies conducted

1 through GET THIN's SSP; co-conspirator C.K. followed that direction
2 and destroyed the raw data.

3 p. Also in an attempt to prevent discovery of the
4 falsification of the SSRs and lull GET THIN physicians into believing
5 the changing of SSRs was medically appropriate, defendant J. OMIDI
6 directed co-conspirator C.K. to create documentation that attempted
7 to justify the changing of SSRs, even though defendant J. OMIDI and
8 co-conspirator C.K. both knew at the time that the documentation did
9 not justify the falsification of the SSRs.

10 34. GET THIN Providers, including defendant IMS, billed TriCare
11 and the Insurance Companies at least approximately \$240,000,000 for
12 Lap-Band surgeries for patients for whom SSRs had been falsified to
13 reflect that the patients suffered from OSA or more severe OSA than
14 the patients, in fact, had. TriCare and the Insurance Companies paid
15 more than approximately \$38,000,000 on those claims.

16 35. GET THIN Providers, including defendant IMS, also billed
17 TriCare and the Insurance Companies between approximately \$14,000 and
18 \$18,000 each for sleep studies that were not interpreted by CC-1,
19 often providing falsified sleep study reports in support of the
20 claims.

21 36. Payments by TriCare and the Insurance Companies on these
22 claims were often made out to GET THIN providers, including defendant
23 IMS, or, at times, to patients, who would then sign them over to GET
24 THIN. The insurance payments were then deposited into bank accounts
25 associated with GET THIN entities, including bank accounts associated
26 with defendants SCM and IMS.

1 C. THE USE OF THE MAILS

2 37. On or about the dates set forth below, within the Central
 3 District of California and elsewhere, defendants J. OMIDI, IMS, and
 4 SCM, for the purpose of executing and attempting to execute the
 5 above-described scheme to defraud, willfully caused the following
 6 items to be placed in an authorized depository for mail matter to be
 7 sent and delivered by the United States Postal Service:

COUNT	DATE	ITEM MAILED
ONE	5/8/13	CMS HCFA 1500 claim form for \$15,540 for titration study (CPT code 95811) for V.C. on June 2, 2011 and titration study SSR, mailed to Anthem
TWO	6/5/13	Check No. 38134488 issued by GEHA payable to Lee K. Au, MD in the amount of \$3,684.00 in payment of a claim for Lap-Band surgery for S.G. on August 31, 2012, mailed to Dr. Au
THREE	6/5/13	CMS UB04 claim form for \$16,525 for PSG (CPT 95810) for A.A. on October 14, 2010 and PSG SSR, mailed to GEHA
FOUR	6/12/13	Check No. 169205 issued by Operating Engineers Health and Welfare Fund payable to Independent Medical Services, Inc. in the amount of \$888.90 in payment of a claim for titration study (CPT code 95811) for K.R. on February 16, 2012, mailed to IMS
FIVE	7/25/13	Check No. 0108284910 issued by Anthem payable to Independent Medical Services, Inc. in the amount of \$6,687.25, including \$3,245.00 in payment of a claim for PSG (CPT code 95810) for S.K. on February 9, 2012, mailed to IMS
SIX	9/7/13	Check issued by Anthem payable to P.R. in the amount of \$6,076.16 in payment of a claim for Lap-Band surgery (CPT code 43770) for P.R. on September 8, 2011, mailed to P.R.
SEVEN	11/9/13	Check issued by Anthem payable to P.R. in the amount of \$6,076.16 in payment of a claim for Lap-Band surgery (CPT code 43770) for P.R. on September 8, 2011, mailed to P.R.

COUNT	DATE	ITEM MAILED
EIGHT	2/19/14	Check No. 4981383 issued by California's Valued Trust payable to Independent Medical Services, Inc. in the amount of \$548.93 in payment of a claim for PSG (CPT code 95810) for S.Z. on February 7, 2014, mailed to IMS
NINE	3/31/14	Check No. 854866457 issued by Blue Cross Blue Shield of Massachusetts payable to T.M. in the amount of \$1,072.25 in payment of a claim for titration study (CPT code 95811) for F.M. on March 14, 2014, mailed to T.M.
TEN	4/4/14	Check No. 278850 issued by Operating Engineers Health & Welfare Fund in the amount of \$514.08 payable to Independent Medical Services, Inc. in payment of a claim for Lap-Band surgery (CPT code 43770) for S.N. on May 17, 2013, mailed to IMS
ELEVEN	4/8/14	Check No. 239426 issued by Operating Engineers Health & Welfare Fund payable to Modern Institute of Plastic Surgery in the amount of \$5,745.42 in payment of a claim for titration study (CPT code 95811) for A.W. on February 19, 2011, mailed to MIPS
TWELVE	8/21/14	Check No. 5064977 issued by California's Valued Trust payable to Independent Medical Services, Inc. in the amount of \$879.28, including \$601.39 in payment of a claim for titration study (CPT code 95811) for S.Z. on August 1, 2014, mailed to IMS
THIRTEEN	9/12/14	Check No. 50006640 issued by Blue Shield of California payable to T.R. in the amount of \$421.44 in payment of a claim for titration study (CPT code 95811) for T.R. on August 8, 2014, mailed to T.R.
FOURTEEN	10/1/14	Check No. 356653 issued by Operating Engineers Health & Welfare Fund payable to Independent Medical Services in the amount of \$3,213.01 in payment of a claim for Lap-Band surgery (CPT code 43770) for S.N. on May 17, 2013, mailed to IMS
FIFTEEN	1/8/15	Check No. 394464 issued by Operating Engineers Health & Welfare Fund payable to San Diego ASC, LLC in the amount of \$24,374.82 in payment for a claim for Lap-Band surgery (CPT code 43770) for S.N. on May 17, 2013, mailed to San Diego ASC, LLC

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COUNT	DATE	ITEM MAILED
SIXTEEN	3/22/16	Check No. 0121443507 issued by Anthem Blue Cross payable to Independent Medical Services, Inc. in the amount of \$782.75 in payment of a claim for PSG (CPT code 95810) for K.M. on August 15, 2014, mailed to IMS

COUNTS SEVENTEEN THROUGH NINETEEN

[18 U.S.C. §§ 1343, 2]

[Defendants J. OMIDI, IMS, and SCM]

38. The Grand Jury hereby realleges and incorporates by reference paragraphs 1 through 36 of this Indictment as though fully set forth herein.

C. THE USE OF THE WIRES

39. On or about the dates set forth below, within the Central District of California and elsewhere, defendants J. OMIDI, IMS, and SCM, for the purpose of executing and attempting to execute the above-described scheme to defraud, transmitted, willfully caused the transmission of, and aided and abetted the transmission of, the following items by means of wire and radio communication in interstate and foreign commerce:

COUNT	DATE	ITEM WIRED
SEVENTEEN	1/16/15	Facsimile from MIPS in California to Aetna in Kentucky regarding PSG conducted on June 18, 2011 for patient K.H., including PSG SSR and itemized bill for \$17,365.00
EIGHTEEN	1/22/15	Facsimile from MIPS in California to Aetna in Kentucky regarding titration sleep study conducted on August 3, 2011 for patient K.H., including titration study SSR
NINETEEN	7/16/15	Facsimile from MIPS in California to Aetna in Kentucky regarding PSG conducted on October 24, 2011 for patient V.G., including PSG SSR, History and Physical form, and insurance information

COUNT TWENTY

[18 U.S.C. §§ 1028A(a)(1), 2]

[Defendant J. OMIDI]

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4 40. The Grand Jury hereby realleges and incorporates by
5 reference paragraphs 1 through 36 of this Indictment as though fully
6 set forth herein.

7 41. On or about March 24, 2014, in Los Angeles County, within
8 the Central District of California, and elsewhere, defendant J.
9 OMIDI, aided and abetted by others known and unknown to the Grand
10 Jury, knowingly transferred, possessed, and used, and willfully
11 caused to be transferred, possessed, and used, without lawful
12 authority, a means of identification that defendant J. OMIDI knew
13 belonged to another person, that is, the name of CC-1, during and in
14 relation to mail fraud, a felony violation of Title 18, United States
15 Code, Section 1341, as charged in Count Nine of this Indictment.

COUNTS TWENTY-ONE AND TWENTY-TWO

[18 U.S.C. §§ 1035, 2]

[Defendant J. OMIDI]

42. The Grand Jury hereby realleges and incorporates by reference paragraphs 1 through 36 of this Indictment as though fully set forth herein.

43. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, in a matter involving a health care benefit program, specifically, the private insurance providers set forth below, defendant J. OMIDI, together with co-conspirators C.K. and S.H., and others known and unknown to the Grand Jury, each aiding and abetting the other, knowingly and willfully made and caused to be made materially false, fictitious, and fraudulent statements and representations in connection with the delivery of and payment for health care benefits, items, and services, specifically, by submitting the sleep study reports, which they knew to be materially false, to the following insurance providers in support of requests for authorization of Lap-Band surgery:

COUNT	DATE	FALSE AND FRAUDULENT STATEMENT
TWENTY-ONE	3/29/13	Letter of medical necessity and supporting documentation, including falsified PSG SSR, faxed to Aetna seeking pre-approval for Lap-Band surgery for J.R.
TWENTY-TWO	4/12/13	Letter of medical necessity and supporting documentation, including falsified titration SSR, faxed to Operating Engineers Health & Welfare Fund seeking pre-approval for Lap-Band surgery for S.N.

COUNT TWENTY-THREE

[18 U.S.C. § 1956(h)]

[Defendants J. OMIDI, IMS, and SCM]

44. The Grand Jury hereby realleges and incorporates by reference paragraphs 1 through 36 of this Indictment as though fully set forth herein.

45. At all times relevant to this Indictment, DeVida was a limited liability company registered in the State of California, operating in Beverly Hills, California, within the Central District of California. Defendant SCM was identified as DeVida's sole member in DeVida's Operating Agreement dated December 29, 2010. Defendant J. OMIDI was identified in publicly filed documents as DeVida's organizer and initial agent for service of process, and was listed as a key individual on and had signature authority for one of DeVida's Wells Fargo Bank accounts, account number ending in x5892 (the "DeVida WFB Account"), from in or about January 2011 until in or about March 2012.

46. At all times relevant to this Indictment, Royalty was a limited liability company registered in the State of California, operating in Beverly Hills, California, within the Central District of California. Royalty maintained a bank account at Hanmi Bank bearing an account number ending in x4292 (the "Royalty Hanmi Account") from in or about January 2015 until at least August 2016.

C. THE OBJECT OF THE CONSPIRACY

47. Beginning no later than in or around January 2011, and continuing until at least in or around December 2015, in Los Angeles County, within the Central District of California, and elsewhere, defendants J. OMIDI, SCM, and IMS, together with co-conspirators

1 C.K., S.H., CC-1, and CC-2, and others known and unknown to the Grand
2 Jury, knowingly combined, conspired, and agreed to commit an offense
3 against the United States, namely, Money Laundering, in violation of
4 Title 18, United States Code, Section 1956(a)(1)(A)(i), by conducting
5 and attempting to conduct financial transactions affecting interstate
6 and foreign commerce to promote the carrying on of some form of
7 specified unlawful activity, namely, false statements regarding
8 health care matters, in violation of Title 18, United States Code,
9 Section 1035.

10 D. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE
11 ACCOMPLISHED

12 48. The object of the conspiracy was carried out, and to be
13 carried out, in substance, in the following manner and by the
14 following means, among others:

15 a. Defendant J. OMIDI would authorize the hiring of, and
16 payments to, individuals engaged in promoting GET THIN's sleep study
17 fraud by completing such tasks as (i) altering SSR results, (ii)
18 fabricating SSR supporting documentation to justify the ordering of
19 sleep studies and the high incidence of obstructive sleep apnea
20 findings, and (iii) signing off on un-reviewed SSRs and accepting
21 clinical responsibility for SSRs.

22 b. Co-conspirator C.K. would hire individuals to complete
23 these tasks, including co-conspirators S.H. and CC-2, at the pay rate
24 approved by defendant J. OMIDI.

25 c. Co-conspirator C.K., at defendant J. OMIDI's
26 direction, would falsify SSRs, including fabricated test information
27 to support a fabricated diagnosis of more severe sleep apnea than the
28 patient, in fact, had.

1 d. Co-conspirator S.H. would aid co-conspirator C.K. in
2 his falsification of SSRs in exchange for a \$10 commission for each
3 altered SSR.

4 e. CC-2 would aid co-conspirator C.K. by coaching
5 patients to higher ESS scores on patient questionnaires, or by
6 fabricating ESS scores altogether, to make it appear that patients
7 had significant daytime sleepiness. The inflation and fabrication of
8 ESS scores, in favor of daytime sleepiness, helped justify the
9 consistent ordering of sleep studies and buttressed GET THIN's
10 consistent finding of obstructive sleep apnea among GET THIN
11 patients. CC-2 received \$2 for each ESS questionnaire completed.

12 f. CC-1 would accept clinical responsibility for SSRs,
13 even after he stopped consistently working for GET THIN, in exchange
14 for payment.

15 g. Co-conspirator C.K. would seek approval from defendant
16 J. OMIDI for individual payments made to co-conspirators S.H., CC-1,
17 and CC-2.

18 h. Co-conspirator C.K. would submit payment requests or
19 invoices for co-conspirators S.H., CC-1, and CC-2 to GET THIN's
20 accounting department to ensure issuance of checks to these
21 individuals.

22 i. GET THIN, through related entities, including
23 defendants SCM and IMS, Royalty, and DeVida, would issue checks using
24 the proceeds of mail fraud and wire fraud to co-conspirators S.H.,
25 CC-1, and CC-2 to compensate them for their roles in expanding and
26 buttressing the sleep study fraud.

1 E. OVERT ACTS

2 49. On or about the following dates, in furtherance of the
3 conspiracy and to accomplish its object, defendants J. OMIDI, IMS,
4 and SCM, together with co-conspirators C.K., S.H., CC-1, and CC-2,
5 and others known and unknown to the Grand Jury, committed and
6 willfully caused others to commit the following overt acts, among
7 others, in the Central District of California and elsewhere:

8 Overt Act No. 1: On or before April 1, 2011, defendant J.
9 OMIDI approved a payment to CC-2 in the amount of \$1,034.

10 Overt Act No. 2: On or about April 1, 2011, co-conspirator
11 C.K. sent GET THIN's accounting department an email, copying
12 defendant J. OMIDI, seeking payment of CC-2's invoice in the amount
13 of \$1,034 for 517 ESS reports finalized between March 1, 2011 and
14 March 30, 2011.

15 Overt Act No. 3: On or about April 5, 2011, CC-2 negotiated,
16 or caused to be negotiated, check number 20600, drawn on the DeVida
17 WFB Account and made payable to CC-2 in the amount of \$1,034.

18 Overt Act No. 4: In or about June 2011, to increase sleep
19 study processing productivity, defendant J. OMIDI approved a \$10
20 commission to co-conspirator S.H. for each altered SSR.

21 Overt Act No. 5: On or before July 1, 2011, defendant J.
22 OMIDI approved a payment to co-conspirator S.H. in the amount of
23 \$1,310.

24 Overt Act No. 6: On or about July 1, 2011, co-conspirator
25 C.K. sent GET THIN's accounting department an email, copying
26 defendant J. OMIDI, seeking payment of co-conspirator S.H.'s invoice
27 in the amount of \$1,310 for 131 SSRs altered or "pre-formatted"
28 between June 16, 2011 to June 30, 2011.

1 Overt Act No. 7: On or about July 1, 2011, defendant SCM
2 issued check number 6499, drawn on the SCM WFB Account and made
3 payable to co-conspirator S.H. in the amount of \$1,310.

4 Overt Act No. 8: On or about July 8, 2011, co-conspirator
5 S.H. negotiated, or caused to be negotiated, check number 6499,
6 drawn on the SCM WFB Account and made payable to co-conspirator S.H.
7 in the amount of \$1,310.

8 Overt Act No. 9: On or about December 2, 2011, co-conspirator
9 C.K. sent GET THIN's accounting department an email, copying
10 defendant J. OMIDI, seeking payment of co-conspirator S.H.'s invoice
11 in the amount of \$1,220 for 122 SSRs altered or "pre-formatted"
12 between November 16, 2011 to November 30, 2011.

13 Overt Act No. 10: On or before December 5, 2011, defendant J.
14 OMIDI approved a payment to co-conspirator S.H. in the amount of
15 \$1,220.

16 Overt Act No. 11: On or about December 5, 2011, defendant SCM
17 issued check number 8388, drawn on the SCM WFB Account and made
18 payable to co-conspirator S.H. in the amount of \$1,220.

19 Overt Act No. 12: On or about December 7, 2011, co-conspirator
20 S.H. negotiated, or caused to be negotiated, check number 8388,
21 drawn on the SCM WFB Account and made payable to co-conspirator S.H.
22 in the amount of \$1,220.

23 Overt Act No. 13: On or before October 8, 2012, defendant J.
24 OMIDI approved a payment to co-conspirator S.H. in the amount of
25 \$430.

26 Overt Act No. 14: On or about October 8, 2012, defendant IMS
27 recorded as an accounts payable payment in its accounting records a
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1 payment to co-conspirator S.H. in the amount of \$430, which was
2 previously recorded in the accounting records as a sleep study item.

3 Overt Act No. 15: On or about October 8, 2012, defendant IMS
4 issued check number 10110, drawn on the IMS Chase Account and made
5 payable to co-conspirator S.H. in the amount of \$430.

6 Overt Act No. 16: On or about October 10, 2012, co-conspirator
7 S.H. negotiated, or caused to be negotiated, check number 10110,
8 drawn on the IMS Chase Account and made payable to co-conspirator
9 S.H. in the amount of \$430.

10 Overt Act No. 17: On or about October 11, 2012, co-conspirator
11 S.H. sent co-conspirator C.K. his invoice in the amount of \$1,290
12 for 129 SSRs altered or "pre-formatted" during October 1, 2012 and
13 October 15, 2012.

14 Overt Act No. 18: On or before October 24, 2012, defendant J.
15 OMIDI approved a payment to co-conspirator S.H. in the amount of
16 \$1,290.

17 Overt Act No. 19: On or about October 24, 2012, defendant IMS
18 issued check number 10141 drawn on the IMS Chase Account and made
19 payable to co-conspirator S.H.'s wife in the amount of \$1,290.

20 Overt Act No. 20: On or about October 25, 2012, co-conspirator
21 S.H. negotiated, or caused to be negotiated, check number 10141,
22 drawn on the IMS Chase Account and made payable to co-conspirator
23 S.H.'s wife in the amount of \$1,290.

24 Overt Act No. 21: On or about October 2, 2015, co-conspirator
25 C.K. sent CC-1 an email informing CC-1 that a \$2,000 payment would
26 be issued to CC-1 on account of 125 sleep studies submitted in 2014
27 with CC-1's signature.
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1 Overt Act No. 22: On or before October 9, 2015, defendant J.
2 OMIDI approved a payment to CC-1 in the amount of \$2,000.

3 Overt Act No. 23: On or about October 9, 2015, at defendant J.
4 OMIDI's instruction, Royalty issued check number 1003 drawn on the
5 Royalty Hanmi Account and made payable to CC-1's medical corporation
6 in the amount of \$2,000.

7 Overt Act No. 24: On or about October 23, 2015, CC-1
8 negotiated, or caused to be negotiated, check number 1003, drawn on
9 the Royalty Hanmi Account and made payable to co-conspirator CC-1 in
10 the amount of \$2,000.

11 Overt Act No. 25: In or around November 2015, co-conspirators
12 C.K. and CC-1 discussed GET THIN's practice of regularly falsifying
13 SSRs.

14 Overt Act No. 26: In or around November 2015, CC-1, after
15 discussing SSR falsifications with co-conspirator C.K., demanded
16 payment for all SSRs submitted to insurance companies by Get Thin
17 with CC-1's signature.

18 Overt Act No. 27: On or before December 1, 2015, co-
19 conspirator C.K. sought authorization from defendant J. OMIDI to pay
20 CC-1 \$500 to "transfer clinical responsibility" for the SSRs
21 submitted in 2014 and 2015.

22 Overt Act No. 28: On or before December 1, 2015, defendant J.
23 OMIDI approved a payment to CC-1 in the amount of \$500.

24 Overt Act No. 29: On or about December 18, 2015, CC-1
25 negotiated, or caused to be negotiated, check number 1006, drawn on
26 the Royalty Hanmi Account and made payable to CC-1's medical
27 corporation in the amount of \$500, with a memo line stating "medical
28 services sleep study."

COUNTS TWENTY-FOUR AND TWENTY-FIVE

[18 U.S.C. §§ 1956(a)(1)(A)(i), 2]

[Defendants J. OMIDI and IMS]

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4 50. The Grand Jury hereby repeats and realleges paragraphs 1
5 through 36, 45-46, and 48-49 of this Indictment as though fully set
6 forth herein.

7 51. On or about the following dates, in Los Angeles County,
8 within the Central District of California, and elsewhere, defendants
9 J. OMIDI and IMS, together with others known and unknown to the Grand
10 Jury, knowing that the property involved in the financial
11 transactions represented the proceeds of some form of unlawful
12 activity, conducted, attempted to conduct, aided and abetted the
13 conducting of, and willfully caused others to conduct the following
14 financial transactions affecting interstate and foreign commerce,
15 which transactions, in fact, involved the proceeds of specified
16 unlawful activity, namely, mail fraud and wire fraud, in violation of
17 Title 18, United States Code, Sections 1341 and 1343, knowing that
18 each of the transactions was designed in whole or in part to promote
19 the carrying on of a specified unlawful activity, namely,
20 false statements regarding health care matters, in violation of

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1 Title 18, United States Code, Section 1035:

COUNT	DEFENDANTS	DATE	FINANCIAL TRANSACTION
TWENTY-FOUR	J. OMIDI IMS	10/24/2012	Issuance of check number 10141 drawn on the IMS Chase Bank Account and made payable to co-conspirator S.H.'s wife in the amount of \$1,290
TWENTY-FIVE	J. OMIDI	10/9/2015	Issuance of check number 1003 drawn on the Royalty Hanmi Account and made payable to CC-1's medical corporation in the amount of \$2,000

FORFEITURE ALLEGATION ONE

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

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3 1. Pursuant to Federal Rule of Criminal Procedure 32.2(a),
4 notice is hereby given that upon conviction of any of the offenses
5 set forth in Counts One through Nineteen of this Indictment, each
6 defendant so convicted shall forfeit to the United States of America,
7 pursuant to Title 18, United States Code, Section 981(a)(1)(C) and
8 Title 28, United States Code, Section 2461(c), the following:

9 a. All right, title and interest in any property, real or
10 personal, which constitutes or is derived from proceeds obtained,
11 directly or indirectly, as a result of each such violation, or
12 property traceable to such property; and/or

13 b. To the extent such property is not available for
14 forfeiture, a sum of money equal to the total value of property
15 described in paragraph 1(a).

16 2. Pursuant to Title 21, United States Code, Section 853(p),
17 as incorporated by Title 28, Section 2461(c), each defendant so
18 convicted shall forfeit substitute property, up to the total value of
19 the property described in paragraph 1 if, by any act or omission of
20 the defendant, the property described in paragraph 1 or any portion
21 thereof, (a) cannot be located upon the exercise of due diligence;
22 (b) has been transferred or sold to, or deposited with, a third
23 party; (c) has been placed beyond the jurisdiction of the court; (d)
24 has been substantially diminished in value; or (e) has been
25 commingled with other property that cannot be divided without
26 difficulty.
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FORFEITURE ALLEGATION TWO

[18 U.S.C. §§ 982(a)(2)(B) and 1029(c)(1)(C)]

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3 1. Pursuant to Federal Rule of Criminal Procedure 32.2(a),
4 notice is hereby given that upon conviction of the offense set forth
5 in Count Twenty of this Indictment, defendant JULIAN OMIDI, also
6 known as ("aka") "Combiz Omid," aka "Combiz Julian Omid," aka
7 "Kambiz Omid," aka "Kambiz Beniamia Omid," aka "Ben Omid"
8 ("defendant J. OMIDI"), shall forfeit to the United States of
9 America, pursuant to Title 18, United States Code, Sections
10 982(a)(2)(B) and 1029(c)(1)(C), the following:

11 (a) Any property, real or personal, constituting, or
12 derived from, proceeds obtained directly or indirectly, as the result
13 of such violation;

14 (b) Any personal property used or intended to be used to
15 commit the offense; and

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

19 2. Pursuant to Title 21, United States Code, Section 853(p), as
20 incorporated by Title 18, United States Code, Sections 982(b)(1), (2)
21 and 1029(c)(2), defendant J. OMIDI, if so convicted, shall forfeit
22 substitute property, if, by any act or omission of the defendant, the
23 property described in subparagraphs 1(a) or (b), or any portion
24 thereof, cannot be located upon the exercise of due diligence; has
25 been transferred, sold to, or deposited with a third party; has been
26 placed beyond the jurisdiction of the court; has been substantially
27 diminished in value; or has been commingled with other property that
28 cannot be divided without difficulty.

FORFEITURE ALLEGATION THREE

[18 U.S.C. § 982(a)(7)]

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3 1. Pursuant to Federal Rule of Criminal Procedure 32.2(a),
4 notice is hereby given that upon conviction of either or both of the
5 offenses set forth in Counts Twenty-One and Twenty-Two of this
6 Indictment, defendant JULIAN OMIDI, also known as ("aka") "Combiz
7 Omid, " aka "Combiz Julian Omid, " aka "Kambiz Omid, " aka "Kambiz
8 Beniamia Omid, " aka "Ben Omid" ("defendant J. OMIDI"), shall
9 forfeit to the United States of America, pursuant to Title 18, United
10 States Code, Section 982(a)(7) and (b)(1), the following:

11 (a) Any property, real or personal, constituting or
12 derived, directly or indirectly, from the gross proceeds traceable to
13 any such offense; and

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

17 2. Pursuant to Title 21, United States Code, Section 853(p), as
18 incorporated by Title 18, United States Code, Section 982(b)(1),
19 defendant J. OMIDI, if so convicted, shall forfeit substitute
20 property, if, by any act or omission of the defendant, the property
21 described in subparagraphs 1(a) or (b), or any portion thereof,
22 cannot be located upon the exercise of due diligence; has been
23 transferred, sold to, or deposited with a third party; has been
24 placed beyond the jurisdiction of the court; has been substantially
25 diminished in value; or has been commingled with other property that
26 cannot be divided without difficulty.

FORFEITURE ALLEGATION FOUR

[18 U.S.C. § 982(a)(1)]

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3 1. Pursuant to Federal Rule of Criminal Procedure 32.2(a),
4 notice is hereby given that upon conviction of any offense set forth
5 in Counts Twenty-Three through Twenty-Five, each defendant so
6 convicted shall forfeit to the United States of America, pursuant to
7 Title 18, United States Code, Section 982(a)(1), the following:

8 a. All right, title and interest in any property, real or
9 personal, involved in or traceable to such offense; and

10 b. To the extent such property is not available for
11 forfeiture, a sum of money equal to the total amount of property
12 described in paragraph 1(a).

13 2. Pursuant to Title 21, United States Code, Section 853(p),
14 as incorporated by Title 18, United States Code, Section 982(b)(1),
15 each defendant so convicted shall forfeit substitute property, up to
16 the total value of the property described in paragraph 1 if, by any
17 act or omission of the defendant, the property described in paragraph
18 1 or any portion thereof, (a) cannot be located upon the exercise of
19 due diligence; (b) has been transferred or sold to, or deposited
20 with, a third party; (c) has been placed beyond the jurisdiction of

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

4 A TRUE BILL

5 151
6 Foreperson

7
8 SANDRA R. BROWN
Acting United States Attorney

9 
10 LAWRENCE S. MIDDLETON
Assistant United States Attorney
11 Chief, Criminal Division

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

14 KRISTEN A. WILLIAMS
Assistant United States Attorney
15 Deputy Chief, Major Frauds
Section

16 CATHY J. OSTILLER
Assistant United States Attorney
17 Major Frauds Section

18 KIMBERLY D. JAIMEZ
Assistant United States Attorney
19 Major Frauds Section
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