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SOUTHERN DISTRICT OF CALIFORNIA

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DEPUTY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

April 2018 Grand Jury

UNITED STATES OF AMERICA,  
Plaintiff,

v.

SAM SARKIS SOLAKYAN,  
Defendant.

Case No. **18 CR 4 163 BAS**

I N D I C T M E N T

Title 18, U.S.C., Sec. 1349 -  
Conspiracy to Commit Honest  
Services Mail Fraud and Health Care  
Fraud; Title 18, U.S.C., Secs. 1341  
and 1346 - Honest Services Mail  
Fraud; Title 18, U.S.C., Sec. 2 -  
Aiding and Abetting; Title 18,  
U.S.C., Sec. 981(a)(1)(C), and  
Title 28, U.S.C., Sec. 2461(c) -  
Criminal Forfeiture

The grand jury charges, at all times relevant:

INTRODUCTORY ALLEGATIONS

DEFENDANT AND OTHER PARTICIPANTS

1. Defendant SAM SARKIS SOLAKYAN ("SOLAKYAN") was the President, Chief Executive Officer, Secretary, Chief Financial Officer, and only director of record of Vital Imaging, Inc., with a primary business address in Glendale, California. He was also the President, CEO, CFO, and a director of San Diego MRI Institute, which had an address of record in Burbank, California, but provided services to patients at a location on Ruffin Road in San Diego. Defendant was the Chairman of the Board and Secretary of Global Holdings, LLC and Empire Radiology, LLC, both of which reported a primary business address in Glendale, California.

VHC:CPH:FAS(1):nlv:San Diego  
9/25/18

*1 RMC*

*cc: Pretti*

1 In addition, defendant owned and controlled other companies, including  
2 Access Integrated Healthcare, LLC, d.b.a AIH Imaging; Access Imaging,  
3 LLC; Paramount Management Services, LLC; and Capital Edge Holdings, LLC  
4 (all together, "Solakyan's Companies"). Through Solakyan's Companies,  
5 defendant operated diagnostic screening facilities that, among other  
6 services, conducted Magnetic Resonance Imaging ("MRI") scans. Defendant  
7 operated diagnostic imaging facilities throughout California, including  
8 in Richmond, Hayward, San Jose, Garden Grove, Anaheim, Burbank, and  
9 San Diego.

10 2. Dr. Steven Rigler (charged elsewhere) was a chiropractor  
11 licensed to practice in California, who operated three clinics in the  
12 Southern District of California specializing in chiropractic medicine.

13 3. Alexander Martinez (charged elsewhere) managed Dr. Rigler's  
14 clinics, first in Calexico, then also in San Diego and Escondido, and,  
15 in that capacity, controlled (on Dr. Rigler's behalf) the referral of  
16 patients to ancillary service providers.

17 4. Fermin Iglesias and Carlos Arguello (both charged elsewhere)  
18 recruited injured workers to seek Workers' Compensation benefits in the  
19 state of California. Iglesias and Arguello controlled and operated  
20 multiple entities, including Providence Scheduling, Inc., MedEx  
21 Solutions, Inc., Meridian Medical Resources, Inc. d.b.a. Meridian Rehab  
22 Care, and Prime Holdings, Int., Inc.

23 **PHYSICIANS' DUTY TO THEIR PATIENTS**

24 5. Physicians, including doctors, surgeons, and chiropractors,  
25 owed a fiduciary duty to their patients. This duty required that  
26 physicians act in their patients' best interests, and not for their own  
27 professional, pecuniary, or personal gain. Under California law, a  
28 physician had a fiduciary duty to disclose all information material to

1 the patient's decision when soliciting a patient's consent to a medical  
2 procedure; such information included personal interests unrelated to the  
3 patient's health, whether research or economic, that might affect the  
4 physician's professional judgment. Accepting kickbacks, bribes, and  
5 referral fees without the patient's consent was a breach of a physician's  
6 fiduciary duty to his patient.

7 **CALIFORNIA WORKERS' COMPENSATION SYSTEM**

8 6. The California Workers' Compensation System ("CWCS") required  
9 employers in California to provide Workers' Compensation benefits to  
10 employees for qualifying injuries sustained in the course of employment.  
11 Under the CWCS, all claims for payments for services or benefits provided  
12 to the injured employee, including medical and legal fees, were billed  
13 directly to, and were paid by, the insurer. If the insurer did not pay,  
14 the provider could file a lien against the employee's Workers'  
15 Compensation claim, which accrued interest until paid in an amount  
16 ordered by the Workers' Compensation Appeals Board ("WCAB") or as  
17 negotiated between the insurer and the provider.

18 7. The CWCS required claims administrators to authorize and pay  
19 for medical care that was "reasonably required to cure or relieve the  
20 injured worker from the effects of his or her injury," and included  
21 medical, surgical, chiropractic, acupuncture, and hospital treatment.

22 8. The CWCS and private and public CWCS insurers were "health  
23 care benefit programs" under Title 18, United States Code, Section 24,  
24 that is, a public or private plan or contract, affecting commerce, under  
25 which any medical benefit, item, or service was provided to an  
26 individual, and any individual or entity who provided a medical benefit,  
27 item or service for which payment may be made under the plan or contract.

28

1 9. Effective January 1, 2012, California Labor Code Section 139.3  
2 made it a crime for a physician to refer Workers' Compensation patients  
3 for a variety of medical goods and services, including diagnostic imaging  
4 services and pharmacy goods, to an entity in which that physician had a  
5 financial interest. A financial interest included any remuneration,  
6 rebate, subsidy, or other form of direct or indirect payment.

7 10. According to California Labor Code Section 3209.3, the term  
8 "physician" in the Labor Code included physicians and surgeons holding  
9 an M.D. or D.O. degree, psychologists, acupuncturists, optometrists,  
10 dentists, podiatrists, and chiropractic practitioners licensed by  
11 California state law and within the scope of their practice as defined  
12 by California state law.

13 Count 1

14 **CONSPIRACY TO COMMIT HONEST SERVICES MAIL FRAUD AND HEALTH CARE FRAUD**  
15 **18 U.S.C. § 1349**

16 11. Paragraphs 1 through 10 of this Indictment are realleged and  
17 incorporated by reference.

18 12. Beginning on a date unknown no later than mid-2013, and  
19 continuing through at least November 2016, within the Southern District  
20 of California and elsewhere, defendant SAM SARKIS SOLAKYAN intentionally  
21 conspired with Dr. Steven Rigler, Fermin Iglesias, Providence  
22 Scheduling, Medex Solutions, Carlos Arguello, Alexander Martinez, and  
23 others to:

24 a. commit Honest Services Mail Fraud, that is, to knowingly  
25 and with the intent to defraud, devise and participate in a material  
26 scheme to defraud and to deprive patients of the intangible right to  
27 their physicians' honest services, and for the purpose of executing such  
28 scheme, mail and cause to be mailed via the U.S. Postal Service any

1 matter and thing, in violation of Title 18, United States Code,  
2 Sections 1341 and 1346; and

3 b. commit Health Care Fraud, that is, to knowingly and with  
4 the intent to defraud, devise and participate in a material scheme to  
5 defraud a health care benefit program, and to obtain money and property  
6 owned by, and under the custody and control of, a health care benefit  
7 program, by means of false and fraudulent pretenses, representations,  
8 and promises, in violation of Title 18, United States Code, Section 1347.

9 **FRAUDULENT PURPOSE**

10 13. It was the goal of the conspiracy for defendant to fraudulently  
11 obtain money from health care benefit programs for services provided to  
12 Workers' Compensation patients that defendant procured by paying bribes  
13 and kickbacks to the referring physicians.

14 **MANNER AND MEANS**

15 14. The conspirators used the following manner and means, among  
16 others, in pursuit of their fraudulent purpose:

17 a. It was a part of the conspiracy that defendant and his  
18 conspirators offered to pay, and paid, compensation to physicians (and  
19 those acting on their behalf) to refer Workers' Compensation patients  
20 to Solakyan's Companies for MRI and other services.

21 b. It was a further part of the conspiracy that the  
22 compensation the co-conspirators offered to physicians in exchange for  
23 their referrals consisted of either a steady supply of new patients (the  
24 "cross-referral" method), or direct payments ("cash" method).

25 c. It was a further part of the conspiracy that the co-  
26 conspirators obscured the true nature of their financial relationships  
27 in order to conceal their corrupt kickback and bribery scheme, including  
28 by entering into various sham agreements such as contracts for

1 "marketing," "administrative services," and "scheduling," when in  
2 reality the money paid by defendant amounted to volume-based, per-scan  
3 bribes and kickbacks to induce physicians to refer patients to Solakyan's  
4 Companies.

5 d. It was a further part of the conspiracy that, as part of  
6 the cross-referral method, Iglesias and Arguello required physicians to  
7 refer patients for a minimum number of ancillary medical services and  
8 goods in order for the conspirators to send new patients to the  
9 physician.

10 e. It was a further part of the conspiracy that if the  
11 physician failed to meet the minimum quota, co-conspirators Iglesias and  
12 Arguello stopped referring new patients to that physician,  
13 notwithstanding any "marketing" or other agreement they had entered into  
14 on paper to justify the referral of new patients to that physician.

15 f. It was a further part of the conspiracy that, over the  
16 course of their scheme, defendant, using bank accounts in the names of  
17 Global Holdings and Empire Radiology, paid Iglesias and Arguello,  
18 through their company MedEx, over \$8.8 million to obtain MRI referrals  
19 from physicians compensated by Iglesias and Arguello.

20 g. It was a further part of the conspiracy that defendant  
21 also paid physicians, including Dr. Rigler, cash for each MRI scan  
22 referred to Solakyan's Companies.

23 h. It was a further part of the conspiracy that defendant  
24 paid a fee for each scan that the physician referred, thereby creating  
25 an incentive for the physician to recommend more scans than necessary  
26 for the patient.

27 i. It was a further part of the conspiracy that defendant  
28 caused MRI scans to be conducted at San Diego MRI Institute, located at

1 5395 Ruffin Road, Suite 100, in San Diego, to serve patients referred  
2 by San Diego physicians, including Dr. Rigler.

3 j. It was a further part of the conspiracy that defendant's  
4 companies, including San Diego MRI Institute and Vital Imaging, sent via  
5 U.S. mail, claims for reimbursement to CWCS insurers, for services  
6 provided to patients whose referrals had been procured through unlawful  
7 kickbacks and bribes to the referring physician.

8 k. It was a further part of the conspiracy that the co-  
9 conspirators concealed from patients, and intended to cause the  
10 physicians to conceal from patients, the bribe and kickback payments,  
11 in violation of those physicians' fiduciary duties to their patients and  
12 in violation of California law.

13 l. It was a further part of the conspiracy that the co-  
14 conspirators concealed from insurers, and intended to cause the  
15 physicians to conceal from insurers, the bribe and kickback payments,  
16 which would have rendered the claims for reimbursement unpayable under  
17 California law.

18 m. It was a further part of the conspiracy that defendant  
19 and his co-conspirators knew and intended that the referring physicians,  
20 including Dr. Rigler, would submit false statements to health care  
21 benefit programs, including certifications of compliance with California  
22 Labor Code Section 139.3, that is, that the physician had no financial  
23 interest in the entity that received the referral, when in reality  
24 defendant and his co-conspirators were compensating the physicians via  
25 the cross-referral and cash methods.

26 n. It was a further part of the conspiracy that defendant  
27 filed liens, and intended to file liens, through Solakyan's Companies,  
28

1 to collect payment on claims for ancillary medical services procured  
2 through the payment of bribes and kickbacks.

3 o. It was a further part of the conspiracy that defendant  
4 submitted and caused to be submitted over \$284 million in claims for  
5 ancillary medical services procured through the payment of bribes and  
6 kickbacks.

7 **OVERT ACTS**

8 15. In furtherance of the conspiracy and in order to effect the  
9 objects thereof, defendant and others committed or caused the commission  
10 of the following overt acts within the Southern District of California  
11 and elsewhere:

12 a. In late 2011 or early 2012, defendant agreed with  
13 Iglesias and Arguello that defendant would pay Iglesias and Arguello for  
14 each scan referred by MedEx and completed by one of Solakyan's Companies,  
15 knowing and intending that Iglesias and Arguello would obtain the  
16 patients by paying bribes and kickbacks to the referring physicians.

17 a. On or about January 1, 2012, defendant, through his  
18 company Global Holdings, Inc., and Iglesias, on behalf of Medex, entered  
19 into a "Scheduling Services Agreement," which supposedly required Medex  
20 to schedule patients and collect paperwork from referring physicians,  
21 at a rate of \$200.00 per patient.

22 b. In or about August 2013, Iglesias, Arguello, and Julian  
23 Garcia (charged elsewhere) agreed to send Workers' Compensation patients  
24 to Dr. Rigler's San Diego and Escondido clinics if Dr. Rigler, in turn,  
25 referred those applicants for a certain quota of ancillary procedures  
26 and Durable Medical Equipment ("DME") from providers designated by  
27 Iglesias and Arguello, including, for MRI scans, Solakyan's Companies.



1 c. On or about September 10, 2013, defendant issued a check  
2 in the amount of \$93,650.00 from an account in the name of one of  
3 Solakyan's Companies to Medex Solutions, Inc., to pay for patient  
4 referrals.

5 d. On or about October 8, 2013, defendant issued a check in  
6 the amount of \$310,500 from an account in the name of one of Solakyan's  
7 Companies to Medex Solutions, Inc., to pay for patient referrals.

8 e. On or about November 8, 2013, defendant issued a check  
9 in the amount of \$273,300 from an account in the name of one of Solakyan's  
10 Companies to Medex Solutions, Inc., to pay for patient referrals.

11 f. On or about December 6, 2013, defendant issued a check  
12 in the amount of \$346,800 from an account in the name of one of Solakyan's  
13 Companies to Medex Solutions, Inc., to pay for patient referrals.

14 g. On or about January 2, 2014, defendant issued a check in  
15 the amount of \$300,000 from an account in the name of one of Solakyan's  
16 Companies to Medex Solutions, Inc., to pay for patient referrals.

17 h. On or about January 24, 2014, defendant issued a check  
18 in the amount of \$425,650 from an account in the name of one of Solakyan's  
19 Companies to Medex Solutions, Inc., to pay for patient referrals.

20 i. On or about March 1, 2014, defendant, through his company  
21 Global Holdings, Inc., and Iglesias, on behalf of Medex, entered into a  
22 "Outsourced Administrative Services Agreement," which replaced their  
23 prior Scheduling Services Agreement, and which required Medex to collect  
24 paperwork from physicians, coordinate with insurance companies, and  
25 schedule patients, in exchange for \$50 per MRI scan.

26 j. On each of March 13, March 25, and April 8, 2014,  
27 defendant issued checks in the amount of \$100,000 from an account in  
28

1 the name of one of Solakyan's Companies to Medex Solutions, Inc., to  
2 pay for patient referrals.

3 k. On or about July 2, 2014, defendant issued a check in the  
4 amount of \$160,000 from an account in the name of one of Solakyan's  
5 Companies to Medex Solutions, Inc., to pay for patient referrals.

6 l. On or about July 29, 2014, defendant issued a check in  
7 the amount of \$100,000 from an account in the name of one of Solakyan's  
8 Companies to Medex Solutions, Inc., to pay for patient referrals.

9 m. On or about October 2, 2014, defendant issued a check in  
10 the amount of \$243,200 from an account in the name of one of Solakyan's  
11 Companies to Medex Solutions, Inc., to pay for patient referrals.

12 n. On or about October 31, 2014, defendant issued a check  
13 in the amount of \$217,800 from an account in the name of one of Solakyan's  
14 Companies to Medex Solutions, Inc., to pay for patient referrals.

15 o. On or about December 8, 2014, defendant issued a check  
16 in the amount of \$115,950 from an account in the name of one of Solakyan's  
17 Companies to Medex Solutions, Inc., to pay for patient referrals.

18 p. On or about January 22, 2015, defendant and Dr. Rigler  
19 discussed defendant paying cash directly to Dr. Rigler for patient  
20 referrals, in addition to the cross-referral method then in place with  
21 MedEx.

22 q. On or about January 22, 2015, while discussing how  
23 defendant could compensate Dr. Rigler for patient referrals, defendant  
24 acknowledged that MedEx already was compensating Dr. Rigler via the  
25 cross-referral method by supplying new patients to Dr. Rigler: "The only  
26 thing is, you know, obviously, your case volume, how, how do we  
27 reciprocate because you don't have . . . like with Fermin [Iglesias]  
28 . . . he has new cases [to offer you]."

1 r. On or about January 22, 2015, defendant proposed paying  
2 Dr. Rigler cash for each scan referred to one of Solakyan's Companies:  
3 "But we can work something out where, you know, it's about, generally  
4 it's about forty bucks, fifty bucks per scan."

5 s. On or about January 22, 2015, defendant proposed the  
6 following bribe or kickback fee structure to Dr. Rigler: "[T]his is very  
7 cut and dry. It's per scan, per body part . . . three, uh, uh, three  
8 body parts per patient. Hundred, one-fifty, I mean everything's just  
9 very bam, bam, bam."

10 t. On or about February 10, 2015, defendant advised his  
11 executives in an email that, "We should go through each referral source  
12 and tag them with in-house contacts as handlers for that account." In  
13 the same email, he listed himself as the "handler" for MedEx, the company  
14 owned by Iglesias and Arguello.

15 u. On or about February 19, 2015, Alexander Martinez  
16 provided to Solakyan's Companies, via a Google doc, patient referrals,  
17 including referrals of 2 MRIs for Dr. Rigler's patient Felipe B.

18 v. On or about March 1, 2015, defendant, through his company  
19 Global Holdings, Inc., and Iglesias, on behalf of Medex, entered into a  
20 new "Outsourced Administrative Services Agreement," which replaced the  
21 prior version. Although the services MedEx was to provide were largely  
22 the same, this new agreement lowered the payment to \$30 per MRI scan.

23 w. On or about March 18, 2015, defendant issued a check in  
24 the amount of \$100,000 from an account in the name of one of Solakyan's  
25 Companies to Medex Solutions, Inc., to pay for patient referrals.

26 x. On or about March 20, 2015, defendant and Dr. Rigler  
27 discussed the declining reimbursement for MRI scans from insurance

28

1 companies, and defendant acknowledged that he was still paying "20 bucks"  
2 in "marketing" with "Fermin" for each MRI.

3 y. On or about March 20, 2015, defendant inquired and  
4 learned that Iglesias credited \$50 for each MRI scan Dr. Rigler referred  
5 against the minimum quota Dr. Rigler was expected to meet for each  
6 patient.

7 z. On or about March 20, 2015, defendant reassured Dr.  
8 Rigler that his earlier offer was still open, but only for a limited  
9 time: "So just so you know, between us, okay, so anything [referred] up  
10 until March 1<sup>st</sup> . . . is still 50 [\$50 per scan]."

11 aa. On or about March 24, 2015, to conceal his cash payments  
12 to Dr. Rigler for patient referrals, defendant used "reports" as code  
13 for cash in asking Dr. Rigler if he could "send my driver with your  
14 reports," then stated, "I'll have him contact you then I'll just send  
15 him with your reports, buddy."

16 bb. On or about March 24, 2015, in the same conversation,  
17 defendant confirmed the number of scans that Dr. Rigler had referred to  
18 defendant's MRI company for which Dr. Rigler would be paid: "So there's  
19 a total of 51."

20 cc. On or about March 25, 2015, defendant directed his driver  
21 to deliver a sealed envelope to Dr. Rigler containing \$2,600 in \$100  
22 bills.

23 dd. On or about March 25, 2015, defendant issued a check in  
24 the amount of \$101,650 from an account in the name of one of Solakyan's  
25 Companies to Medex Solutions, Inc., to pay for patient referrals.

26 ee. In or about March 2015, defendant submitted or caused to  
27 be submitted to insurance companies requests for reimbursement exceeding  
28

1 \$150,000, for the 51 MRI scans defendant procured by paying \$2,600 in  
2 bribes or kickbacks to Dr. Rigler.

3 ff. On or about July 1, 2015, defendant issued a check in the  
4 amount of \$181,162 from an account in the name of one of Solakyan's  
5 Companies to Medex Solutions, Inc., to pay for patient referrals.

6 gg. On each of April 22, May 23, June 21, July 20, August 18,  
7 September 20, October 20, and November 23, 2016, defendant issued  
8 payments in the amount of \$20,000 from an account in the name of one of  
9 Solakyan's Companies to Medex Solutions, Inc., to pay for patient  
10 referrals.

11 All in violation of Title 18, United States Code, Section 1349.

12 Counts 2-12

13 **HONEST SERVICES MAIL FRAUD**  
14 **18 U.S.C. §§ 1341, 1346 & 2**

15 16. Paragraphs 1 through 10 of this Indictment are realleged and  
16 incorporated by reference.

17 17. Beginning on a date unknown no later than mid-2013, and  
18 continuing through at least November 2016, within the Southern District  
19 of California and elsewhere, defendant SAM SARKIS SOLAKYAN, knowingly  
20 and with the intent to defraud, devised and participated in a material  
21 scheme to defraud, that is, to deprive patients of their intangible  
22 right to their physician's honest services.

23 18. Paragraphs 13 through 15 of this Indictment are realleged and  
24 incorporated by reference as more fully describing the scheme to defraud,  
25 that is, to deprive patients of their intangible right to their  
26 physician's honest services.

27 //

28 //

## EXECUTIONS OF THE SCHEME TO DEFRAUD

19. On or about the following dates, within the Southern District of California and elsewhere, defendant SAM SARKIS SOLAKYAN, for the purpose of executing the scheme, caused the following mail matter to be placed in a post office and authorized depository for mail matters to be delivered by the United States Postal Service and private and commercial interstate carrier:

Count	Date	Item Mailed
2	July 23, 2014	Request for payment totaling \$16,790 for 6 MRI scans for Jose C., sent to Berkshire Hathaway, secured through the payment of a bribe to Dr. Rigler
3	Sept. 3, 2014	Request for payment totaling \$1,955 for 1 MRI scan for Jose C., sent to Berkshire Hathaway, secured through the payment of a bribe to Dr. Rigler
4	Oct. 14, 2014	Request for payment totaling \$6,440 for 2 MRI scans for Liliana C., sent to ESIS, secured through the payment of a bribe to Dr. Rigler
5	Oct. 21, 2014	Request for payment totaling \$5,175 for 2 MRI scans for Jose C., sent to Berkshire Hathaway, secured through the payment of a bribe to Dr. Rigler
6	March 5, 2015	Request for payment totaling \$3,220 for 1 MRI scan for Gabriel M., sent to Acclaim Risk Management, secured through the payment of a \$50 bribe to Dr. Rigler
7	March 6, 2015	Request for payment totaling \$3,220 for 1 MRI scan for Gabriel M., sent to Acclaim Risk Management, secured through the payment of a \$50 bribe to Dr. Rigler
8	March 11, 2015	Request for payment totaling \$16,100 for 5 MRI scans for Refugio L., sent to Zenith, secured through the payment of a \$250 bribe to Dr. Rigler
9	March 11, 2015	Request for payment totaling \$8,395 for 3 MRI scans for Virginia P., sent to Sedgwick, secured through the payment of a \$150 bribe to Dr. Rigler

Count	Date	Item Mailed
10	March 18, 2015	Request for payment totaling \$3,220 for 1 MRI scan for Blasa R., sent to Sedgwick, secured through the payment of a \$50 bribe to Dr. Rigler
11	March 26, 2015	Request for payment totaling \$6,440 for 2 MRI scans for Felipe B., sent to Gallagher Bassett, secured through the payment of a \$100 bribe to Dr. Rigler
12	April 3, 2015	Request for payment totaling \$6,440 for 2 MRI scans for Maria R., sent to York Insurance, secured through the payment of a \$100 bribe to Dr. Rigler

All in violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**CRIMINAL FORFEITURE**

20. Paragraphs 1 through 19 of this Indictment are realleged and incorporated as if fully set forth herein for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

21. Upon conviction of one or more of the offenses of Conspiracy and Honest Services Mail Fraud as alleged in Counts 1 through 12, defendant SAM SARKIS SOLAKYAN shall forfeit to the United States all right, title, and interest in any property, real or personal, that constitutes or is derived from proceeds traceable to such offenses.


22. If any of the above described forfeitable property, as a result of any act or omission of defendant SAM SARKIS SOLAKYAN (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the Court; (d) has been substantially diminished in value; or (e) has been commingled with other property which cannot be divided without difficulty;

1 it is the intent of the United States, pursuant to Title 21, United  
2 States Code, Section 853(p) and Title 18, United States Code,  
3 Section 982(b), to seek forfeiture of any other property of defendant  
4 SAM SARKIS SOLAKYAN up to the value of the forfeitable property described  
5 above.

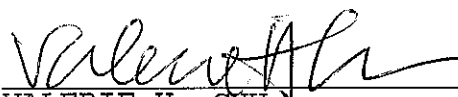
6 All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and  
7 Title 28, United States Code, Section 2461(c).

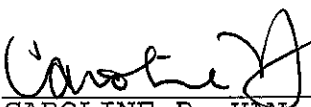
8 DATED: September 25, 2018.

9 A TRUE BILL:

10   
11 \_\_\_\_\_  
Foreperson

12 ADAM L. BRAVERMAN  
13 United States Attorney

14 By:   
15 \_\_\_\_\_  
16 VALERIE H. CHU  
Assistant U.S. Attorney

17 By:   
18 \_\_\_\_\_  
19 CAROLINE P. HAN  
Assistant U.S. Attorney

20 By:   
21 \_\_\_\_\_  
22 FRED SHEPPARD  
23 Assistant U.S. Attorney  
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25  
26  
27  
28