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 10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT  
 12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,  
 14 Plaintiff,  
 15 v.  
 16 GURGEN ISRAYELIAN,  
 17 Defendant.

No. CR 2:21-CR-00425-JFW  
PLEA AGREEMENT FOR DEFENDANT  
GURGEN ISRAYELIAN

18  
 19 1. This constitutes the plea agreement between Gurgen  
 20 Israyelyan ("defendant") and the United States Attorney's Office for  
 21 the Central District of California (the "USAO") and the Fraud Section  
 22 of the Criminal Division of the United States (collectively, "the  
 23 United States") in United States v. Israyelyan, No. CR 2:21-CR-00425-  
 24 JFW. This agreement is limited to the USAO and the Fraud Section of  
 25 the Criminal Division of the United States Department of Justice and  
 26 cannot bind any other federal, state, local, or foreign prosecuting,  
 27 enforcement, administrative, or regulatory authorities.  
 28

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the United States and provided by the Court, appear and plead guilty to Counts 1, 2, and 3 of the indictment in United States v. Israyelyan, CR No. 2:21-CR-00425-JFW, which each charge defendant with theft of government property in violation of 18 U.S.C. § 641.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Agree that all court appearances, including his change of plea hearing and sentencing hearing, may proceed by video-teleconference ("VTC") or telephone, if VTC is not reasonably available, so long as such appearances are authorized by Order of the Chief Judge 21-105 or another order, rule, or statute. Defendant understands that, under the Constitution, the United States Code, the Federal Rules of Criminal Procedure (including Rules 11, 32, and 43), he may have the right to be physically present at these hearings. Defendant understands that right and, after consulting with counsel, voluntarily agrees to waive it and to proceed remotely. Defense counsel also joins in this consent, agreement, and waiver. Specifically, this agreement includes, but is not limited to, the following:

i. Defendant consents under Section 15002(b) of the CARES Act to proceed with his change of plea hearing by VTC or

1 telephone, if VTC is not reasonably available.

2 ii. Defendant consents under Section 15002(b) of the  
3 CARES Act to proceed with his sentencing hearing by VTC or telephone,  
4 if VTC is not reasonably available.

5 iii. Defendant consents under 18 U.S.C. § 3148 and  
6 Section 15002(b) of the CARES Act to proceed with any hearing  
7 regarding alleged violations of the conditions of pretrial release by  
8 VTC or telephone, if VTC is not reasonably available.

9 f. Not commit any crime; however, offenses that would be  
10 excluded for sentencing purposes under United States Sentencing  
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
12 within the scope of this agreement.

13 g. Be truthful at all times with the United States  
14 Probation and Pretrial Services Office and the Court.

15 h. Pay the applicable special assessments at or before  
16 the time of sentencing unless defendant has demonstrated a lack of  
17 ability to pay such assessments.

18 i. To the extent applicable, make restitution in  
19 accordance with the Court's order, and not seek the discharge of any  
20 restitution obligation, in whole or part, in any present or future  
21 bankruptcy proceeding.

22 j. Defendant agrees that any and all criminal debt  
23 ordered by the Court will be due in full and immediately. The  
24 government is not precluded from pursuing, in excess of any payment  
25 schedule set by the Court, any and all available remedies by which to  
26 satisfy defendant's payment of the full financial obligation,  
27 including referral to the Treasury Offset Program.

28

1 k. Complete the Financial Disclosure Statement on a form  
2 provided by the United States and, within 30 days of defendant's  
3 entry of a guilty plea, deliver the signed and dated statement, along  
4 with all of the documents requested therein, to the United States by  
5 either email at usacac.FinLit@usdoj.gov (preferred) or mail to the  
6 USAO Financial Litigation Section at 300 North Los Angeles Street,  
7 Suite 7516, Los Angeles, CA 90012. Defendant agrees that defendant's  
8 ability to pay criminal debt shall be assessed based on the completed  
9 Financial Disclosure Statement and all required supporting documents,  
10 as well as other relevant information relating to ability to pay.

11 l. Authorize the United States to obtain a credit report  
12 upon returning a signed copy of this plea agreement.

13 m. Consent to the United States inspecting and copying  
14 all of defendant's financial documents and financial information held  
15 by the United States Probation and Pretrial Services Office.

16 n. Defendant understands and acknowledges that as a  
17 result of pleading guilty pursuant to this agreement, defendant will  
18 be excluded from Medicare, Medicaid, and all Federal health care  
19 programs. Defendant agrees to complete and execute all necessary  
20 documents provided by the United States Department of Health and  
21 Human Services, or any other department or agency of the federal  
22 government, to effectuate this exclusion within 60 days of receiving  
23 the documents. This exclusion will not affect defendant's right to  
24 apply for and receive benefits as a beneficiary under any Federal  
25 health care program, including Medicare and Medicaid.

26 THE UNITED STATES' OBLIGATIONS

27 3. The United States agrees to:

28 a. Not contest facts agreed to in this agreement.

1           b. Abide by all agreements regarding sentencing contained  
2 in this agreement.

3           c. At the time of sentencing, provided that defendant  
4 demonstrates an acceptance of responsibility for the offenses up to  
5 and including the time of sentencing, recommend a two-level reduction  
6 in the applicable Sentencing Guidelines offense level, pursuant to  
7 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
8 additional one-level reduction if available under that section.

9           d. Not seek a sentence of imprisonment above the high end  
10 of, and make no recommendation as to the point within the applicable  
11 Sentencing Guidelines range at which a term of imprisonment should be  
12 selected.

13           e. Except for criminal tax violations (including  
14 conspiracy to commit such violations chargeable under 18 U.S.C.  
15 § 371), not further criminally prosecute defendant for violations of  
16 18 U.S.C. § 1343 or other applicable offenses arising out of  
17 defendant's conduct described in the agreed-to factual basis set  
18 forth in paragraph 11 below regarding defendant's submission of five  
19 loan applications to the U.S. Small Business Administration on behalf  
20 of Saint Christopher Hospice, Inc., GMG Holdings LLC, Double G  
21 Ventures LLC, One Touch Assistants LLC, and G.I. Construction Group  
22 that contained numerous material misrepresentations. Defendant  
23 understands that the United States is free to criminally prosecute  
24 defendant for any other unlawful past conduct or any unlawful conduct  
25 that occurs after the date of this agreement. Defendant agrees that  
26 at the time of sentencing the Court may consider the uncharged  
27 conduct in determining the applicable Sentencing Guidelines range,  
28 the propriety and extent of any departure from that range, and the

1 sentence to be imposed after consideration of the Sentencing  
2 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

3 NATURE OF THE OFFENSES

4 4. Defendant understands that for defendant to be guilty of  
5 the crimes charged in Counts 1, 2, and 3, that is, theft of  
6 government property, in violation of Title 18, United States Code,  
7 Section U.S.C. § 641, the following must be true: (a) the defendant  
8 knowingly converted to defendant's use, or converted to the use of  
9 another, money with the intention of depriving the owner of the use  
10 or benefit of the money; (b) the money belonged to the United States;  
11 and (c) the value of the money was more than \$1,000.

12 PENALTIES AND RESTITUTION

13 5. Defendant understands that the statutory maximum sentence  
14 that the Court can impose for each violation of 18 U.S.C. § 641 as  
15 charged in Counts 1, 2, and 3 is: 10 years' imprisonment; a 3-year  
16 period of supervised release; a fine of \$250,000 or twice the gross  
17 gain or gross loss resulting from the offense, whichever is greatest;  
18 and a mandatory special assessment of \$100.

19 6. Defendant understands, therefore, that the total maximum  
20 sentence for all offenses to which defendant is pleading guilty is:  
21 30 years' imprisonment; a 3-year period of supervised release; a fine  
22 of \$750,000 or twice the gross gain or gross loss resulting from the  
23 offenses, whichever is greatest; and a mandatory special assessment  
24 of \$300.

25 7. Defendant understands that defendant will be required to  
26 pay full restitution to the victims of the offenses to which  
27 defendant is pleading guilty. Defendant agrees that, in return for  
28 the United States' compliance with its obligations under this

1 agreement, the Court may order restitution to persons other than the  
2 victims of the offenses to which defendant is pleading guilty and in  
3 amounts greater than those alleged in the counts to which defendant  
4 is pleading guilty. In particular, defendant agrees that the Court  
5 may order restitution to any victim of any of the following for any  
6 losses suffered by that victim as a result: (a) any relevant conduct,  
7 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to  
8 which defendant is pleading guilty; and (b) any charges not  
9 prosecuted pursuant to this agreement as well as all relevant  
10 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those  
11 charges. The parties currently believe that the applicable amount of  
12 restitution is approximately \$517,262, which includes relevant  
13 conduct and uncharged conduct, but recognize and agree that this  
14 amount could change based on facts that come to the attention of the  
15 parties prior to sentencing.

16 8. Defendant understands that supervised release is a period  
17 of time following imprisonment during which defendant will be subject  
18 to various restrictions and requirements. Defendant understands that  
19 if defendant violates one or more of the conditions of any supervised  
20 release imposed, defendant may be returned to prison for all or part  
21 of the term of supervised release authorized by statute for the  
22 offense that resulted in the term of supervised release, which could  
23 result in defendant serving a total term of imprisonment greater than  
24 the statutory maximum stated above.

25 9. Defendant understands that, by pleading guilty, defendant  
26 may be giving up valuable government benefits and valuable civic  
27 rights, such as the right to vote, the right to possess a firearm,  
28 the right to hold office, and the right to serve on a jury. Defendant

1 understands that he is pleading guilty to a felony and that it is a  
2 federal crime for a convicted felon to possess a firearm or  
3 ammunition. Defendant understands that the convictions in this case  
4 may also subject defendant to various other collateral consequences,  
5 including but not limited to mandatory exclusion from providing  
6 services paid for under a federal health care benefit program for a  
7 minimum of five years, revocation of probation, parole, or supervised  
8 release in another case, and suspension or revocation of a  
9 professional license. Defendant understands that unanticipated  
10 collateral consequences will not serve as grounds to withdraw  
11 defendant's guilty pleas.

12 10. Defendant understands that, if defendant is not a United  
13 States citizen, the felony convictions in this case may subject  
14 defendant to: removal, also known as deportation, which may, under  
15 some circumstances, be mandatory; denial of citizenship; and denial  
16 of admission to the United States in the future. The Court cannot,  
17 and defendant's attorneys also may not be able to, advise defendant  
18 fully regarding the immigration consequences of the felony  
19 convictions in this case. Defendant understands that unexpected  
20 immigration consequences will not serve as grounds to withdraw  
21 defendant's guilty pleas.

22 FACTUAL BASIS

23 11. Defendant admits that defendant is, in fact, guilty of the  
24 offenses to which defendant is agreeing to plead guilty. Defendant  
25 and the United States agree to the statement of facts provided below  
26 and agree that this statement of facts is sufficient to support pleas  
27 of guilty to the charges described in this agreement and to establish  
28 the Sentencing Guidelines factors set forth in paragraph 13 below but



1 is not meant to be a complete recitation of all facts relevant to the  
2 underlying criminal conduct or all facts known to either party that  
3 relate to that conduct.

4 At all times relevant to the Indictment, the United States  
5 Department of Health and Human Services ("HHS"), through its agency,  
6 the Health Resources and Services Administration ("HRSA"), oversaw  
7 and administered the Provider Relief Fund. Pursuant to the Provider  
8 Relief Fund, HRSA distributed federal funds appropriated under the  
9 Coronavirus Aid, Relief, and Economic Security ("CARES") Act to help  
10 health care providers that were financially impacted by COVID-19, as  
11 well as to provide care to patients who were suffering from COVID-19  
12 and compensate providers for the cost of that care.

13 In order to rapidly provide funding during the pandemic, HRSA  
14 automatically distributed Provider Relief Fund payments to providers  
15 who met certain criteria; however, these providers were required to  
16 comply with the terms and conditions of the Provider Relief Fund if  
17 they retained the funding. Among other ways, Provider Relief Fund  
18 payment recipients attested to their compliance with the terms and  
19 conditions, and confirmed that they received the funds, by submitting  
20 an attestation to HRSA through an online portal.

21 Providers who attested to the terms and conditions acknowledged  
22 that their commitment to full compliance with the terms and  
23 conditions was material to the HHS Secretary's decision to disburse  
24 Provider Relief Fund Payments to them. Providers who attested made  
25 additional certifications, including: (a) that they provided  
26 diagnoses, testing, or care for individuals with possible or actual  
27 cases of COVID-19 after January 31, 2020; and (b) that they would  
28 only use the payment to prevent, prepare for, and respond to

1 coronavirus, and that the payment would reimburse the recipient only  
2 for health-care-related expenses or lost revenues that were  
3 attributable to coronavirus.

4 Defendant was the owner and Chief Executive Officer of Saint  
5 Christopher Hospice, Inc. ("SCH"), a hospice agency located in North  
6 Hollywood, California.

7 On or about April 20, 2020, in Los Angeles County, within the  
8 Central District of California, and elsewhere, defendant knowingly  
9 and willfully stole, purloined, and converted to his own use and the  
10 use of another money of HHS, a department of the United States, in  
11 the amounts of \$10,000, \$10,000, and \$60,000, each exceeding \$1,000,  
12 of an approximately \$89,163 payment from the Provider Relief Fund  
13 made to SCH, to which defendant knew he was not entitled, with the  
14 intent to deprive HHS of the use and benefit of that money.

15 SCH ceased operating in or around September 2019. On or about  
16 April 17, 2020, defendant received an \$89,163 Provider Relief Fund  
17 payment intended for SCH. Approximately three days later, on April  
18 20, 2020, defendant knowingly converted 90% of the Provider Relief  
19 Fund payment to his personal use and the use of others by wiring  
20 \$10,000 to a family member in Armenia, by withdrawing \$10,000 in cash  
21 for his personal use, and by transferring \$60,000 via a cashier's  
22 check to another family member. Defendant spent the balance of the  
23 Provider Relief Fund payment, approximately \$9,163, on various  
24 personal purchases.

25 On or about June 2, 2020, defendant submitted, or caused to be  
26 submitted, an attestation to HRSA through its online portal,  
27 attesting to SCH's receipt of the Provider Relief Fund payment and  
28 attesting to comply with the Provider Relief Fund terms and

1 conditions. However, as described above, and contrary to his  
2 attestation, none the Provider Relief Funds that the defendant  
3 transferred or spent were used in compliance with the terms and  
4 conditions of the Provider Relief Fund.

5 In addition, after defendant received and converted the Provider  
6 Relief Fund payment in April 2020, defendant submitted, or caused to  
7 be submitted, five Economic Injury Disaster Loan ("EIDL")  
8 applications to the U.S. Small Business Administration ("SBA"),  
9 including an application on behalf of SCH, which ceased operating  
10 around September 2019. The EIDL program was a disaster relief  
11 program administered by the SBA that was designed to provide economic  
12 relief to businesses experiencing a temporary loss of revenue due to  
13 a disaster, such as the COVID-19 pandemic. The EIDL program provided  
14 loan assistance, including up to \$10,000 advances, to eligible  
15 entities and the funds were disbursed directly from the United States  
16 Treasury.

17 Specifically, in or around June and July 2020, defendant  
18 submitted, or caused to be submitted, EIDL applications to the SBA on  
19 behalf of SCH, GMG Holdings LLC, Double G Ventures LLC, and One Touch  
20 Assistants LLC, all entities that defendant controlled. In addition,  
21 in or around February 2021, defendant submitted, or caused to be  
22 submitted, an EIDL application to the SBA on behalf of G.I.  
23 Construction Group, another entity controlled by defendant. In the  
24 EIDL applications for each of these five entities, defendant made, or  
25 caused to be made, numerous material misrepresentations, including,  
26 for example, misrepresentations regarding certain entities' formation  
27 dates, misrepresentations regarding the entities' revenues and  
28 employee numbers, and misrepresentations regarding the entities'

1 operating statuses. As a result of the material misrepresentations,  
 2 on various dates in or around June and July 2020, four or the five  
 3 EIDL applications were approved and the SBA disbursed \$428,100 of  
 4 EIDL proceeds, as summarized below:

| <b>EIDL Applicant</b>           | <b>Loan Status</b> | <b>EIDL Loan Disbursed</b> | <b>EIDL Advance Disbursed</b> |
|---------------------------------|--------------------|----------------------------|-------------------------------|
| Saint Christopher Hospice, Inc. | Approved           | \$149,900                  | \$10,000                      |
| GMG Holdings LLC                | Approved           | \$129,900                  | \$10,000                      |
| Double G Ventures LLC           | Approved           | \$48,400                   | \$0                           |
| One Touch Assistants LLC        | Approved           | \$77,900                   | \$2,000                       |
| G.I. Construction Group         | Declined           | \$0                        | \$0                           |
| <b>TOTAL:</b>                   |                    | <b>\$406,100</b>           | <b>\$22,000</b>               |

11 Defendant knew he was not entitled to these EIDL proceeds, and  
 12 defendant subsequently knowingly converted the entirety of the  
 13 \$428,100 to his personal use, with the intention of depriving the SBA  
 14 of the intended use and benefit of that money.

15 Defendant committed all the above acts knowingly and willfully,  
 16 and with the intent to deprive the owner of the use or benefit of the  
 17 money.

#### SENTENCING FACTORS

19 12. Defendant understands that in determining defendant's  
 20 sentence the Court is required to calculate the applicable Sentencing  
 21 Guidelines range and to consider that range, possible departures  
 22 under the Sentencing Guidelines, and the other sentencing factors set  
 23 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
 24 Sentencing Guidelines are advisory only, that defendant cannot have  
 25 any expectation of receiving a sentence within the calculated  
 26 Sentencing Guidelines range, and that after considering the  
 27 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
 28 be free to exercise its discretion to impose any sentence it finds

1 appropriate up to the maximum set by statute for the crimes of  
2 conviction.

3 13. Defendant and the United States agree to the following  
4 applicable Sentencing Guidelines factors:

5 Base Offense Level: 6 U.S.S.G. § 2B1.1(a)(2)

6 Loss Amount (> \$250k): +12 U.S.S.G. § 2B1.1(b)(1)(G)

7 The United States will agree to a two-level downward adjustment for  
8 acceptance of responsibility (and, if applicable, move for an  
9 additional one-level downward adjustment under U.S.S.G. § 3E1.1(b))  
10 if defendant has not committed, and refrains from committing, acts  
11 constituting obstruction of justice within the meaning of U.S.S.G.  
12 § 3C1.1, as discussed below. Subject to paragraph 26 below,  
13 defendant and the United States agree not to seek, argue, or suggest  
14 in any way, either orally or in writing, that any other specific  
15 offense characteristics, adjustments, or departures relating to the  
16 offense level be imposed. Defendant agrees, however, that if, after  
17 signing this agreement but prior to sentencing, defendant were to  
18 commit an act, or the United States were to discover a previously  
19 undiscovered act committed by defendant prior to signing this  
20 agreement, which act, in the judgment of the United States,  
21 constituted obstruction of justice within the meaning of U.S.S.G.  
22 § 3C1.1, the United States would be free to seek the enhancement set  
23 forth in that section and to argue that defendant is not entitled to  
24 a downward adjustment for acceptance of responsibility under U.S.S.G.  
25 § 3E1.1.

26 14. Defendant understands that there is no agreement as to  
27 defendant's criminal history or criminal history category.

28

1 15. Defendant and the United States reserve the right to argue  
2 for a sentence outside the sentencing range established by the  
3 Sentencing Guidelines based on the factors set forth in 18 U.S.C.  
4 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

5 WAIVER OF CONSTITUTIONAL RIGHTS

6 16. Defendant understands that by pleading guilty, defendant  
7 gives up the following rights:

8 a. The right to persist in a plea of not guilty.

9 b. The right to a speedy and public trial by jury.

10 c. The right to be represented by counsel -- and if  
11 necessary have the Court appoint counsel -- at trial. Defendant  
12 understands, however, that, defendant retains the right to be  
13 represented by counsel -- and if necessary have the Court appoint  
14 counsel -- at every other stage of the proceeding.

15 d. The right to be presumed innocent and to have the  
16 burden of proof placed on the government to prove defendant guilty  
17 beyond a reasonable doubt.

18 e. The right to confront and cross-examine witnesses  
19 against defendant.

20 f. The right to testify and to present evidence in  
21 opposition to the charges, including the right to compel the  
22 attendance of witnesses to testify.

23 g. The right not to be compelled to testify, and, if  
24 defendant chose not to testify or present evidence, to have that  
25 choice not be used against defendant.

26 h. Any and all rights to pursue any affirmative defenses,  
27 Fourth Amendment or Fifth Amendment claims, and other pretrial  
28 motions that have been filed or could be filed.

1 WAIVER OF APPEAL OF CONVICTION

2 17. Defendant understands that, with the exception of an appeal  
3 based on a claim that defendant's guilty pleas were involuntary, by  
4 pleading guilty defendant is waiving and giving up any right to  
5 appeal defendant's convictions on the offenses to which defendant is  
6 pleading guilty. Defendant understands that this waiver includes,  
7 but is not limited to, arguments that the statute to which defendant  
8 is pleading guilty is unconstitutional, and any and all claims that  
9 the statement of facts provided herein is insufficient to support  
10 defendant's pleas of guilty.

11 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12 18. Defendant agrees that, provided the Court imposes a total  
13 term of imprisonment on all counts of conviction of within or below  
14 the range corresponding to an offense level of 15 and the criminal  
15 history category calculated by the Court, defendant gives up the  
16 right to appeal all of the following: (a) the procedures and  
17 calculations used to determine and impose any portion of the  
18 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
19 fine imposed by the Court, provided it is within the statutory  
20 maximum; (d) to the extent permitted by law, the constitutionality or  
21 legality of defendant's sentence, provided it is within the statutory  
22 maximum; (e) the amount and terms of any restitution order, provided  
23 it requires payment of no more than \$517,262; (f) the term of  
24 probation or supervised release imposed by the Court, provided it is  
25 within the statutory maximum; and (g) any of the following conditions  
26 of probation or supervised release imposed by the Court: the  
27 conditions set forth in Second Amended General Order 20-04 of this  
28 Court; the drug testing conditions mandated by 18 U.S.C.

1 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
2 authorized by 18 U.S.C. § 3563(b)(7). Defendant also gives up any  
3 right to bring a post-conviction collateral attack on the conviction  
4 or sentence, including any order of restitution, except a post-  
5 conviction collateral attack based on a claim of ineffective  
6 assistance of counsel, a claim of newly discovered evidence, or an  
7 explicitly retroactive change in the applicable Sentencing  
8 Guidelines, sentencing statutes, or statutes of conviction.  
9 Defendant understands that this waiver includes, but is not limited  
10 to, arguments that the statute to which defendant is pleading guilty  
11 is unconstitutional, and any and all claims that the statement of  
12 facts provided herein is insufficient to support defendant's plea of  
13 guilty.

14 19. The United States agrees that, provided (a) all portions of  
15 the sentence are at or below the statutory maximum specified above  
16 and (b) the Court imposes a term of imprisonment within or above the  
17 range corresponding to an offense level of 15 and the criminal  
18 history category calculated by the Court, the United States gives up  
19 its right to appeal any portion of the sentence, with the exception  
20 that the United States reserves the right to appeal the amount of  
21 restitution ordered if that amount is less than \$517,262.

22 RESULT OF WITHDRAWAL OF GUILTY PLEA

23 20. Defendant agrees that if, after entering guilty pleas  
24 pursuant to this agreement, defendant seeks to withdraw and succeeds  
25 in withdrawing defendant's guilty pleas on any basis other than a  
26 claim and finding that entry into this plea agreement was  
27 involuntary, then (a) the United States will be relieved of all of  
28 its obligations under this agreement; and (b) should the United



1 States choose to pursue any charge or any civil, administrative, or  
2 regulatory action that was not filed as a result of this agreement,  
3 then (i) any applicable statute of limitations will be tolled between  
4 the date of defendant's signing of this agreement and the filing  
5 commencing any such action; and (ii) defendant waives and gives up  
6 all defenses based on the statute of limitations, any claim of pre-  
7 indictment delay, or any speedy trial claim with respect to any such  
8 action, except to the extent that such defenses existed as of the  
9 date of defendant's signing this agreement.

10 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

11 21. Defendant agrees that if any count of conviction is  
12 vacated, reversed, or set aside, the United States may: (a) ask the  
13 Court to resentence defendant on any remaining count of conviction,  
14 with both the United States and defendant being released from any  
15 stipulations regarding sentencing contained in this agreement,  
16 (b) ask the Court to void the entire plea agreement and vacate  
17 defendant's guilty plea on any remaining count of conviction, with  
18 both the United States and defendant being released from all their  
19 obligations under this agreement, or (c) leave defendant's remaining  
20 conviction, sentence, and plea agreement intact. Defendant agrees  
21 that the choice among these three options rests in the exclusive  
22 discretion of the United States.

23 EFFECTIVE DATE OF AGREEMENT

24 22. This agreement is effective upon signature and execution of  
25 all required certifications by defendant, defendant's counsel, and a  
26 United States Department of Justice Trial Attorney.

1 BREACH OF AGREEMENT

2 23. Defendant agrees that if defendant, at any time after the  
3 signature of this agreement and execution of all required  
4 certifications by defendant, defendant's counsel, and a United States  
5 Department of Justice Trial Attorney, knowingly violates or fails to  
6 perform any of defendant's obligations under this agreement ("a  
7 breach"), the United States may declare this agreement breached. All  
8 of defendant's obligations are material, a single breach of this  
9 agreement is sufficient for the United States to declare a breach,  
10 and defendant shall not be deemed to have cured a breach without the  
11 express agreement of the United States in writing. If the United  
12 States declares this agreement breached, and the Court finds such a  
13 breach to have occurred, then: (a) if defendant has previously  
14 entered guilty pleas pursuant to this agreement, defendant will not  
15 be able to withdraw the guilty pleas; and (b) the United States will  
16 be relieved of all its obligations under this agreement.

17 24. Following the Court's finding of a knowing breach of this  
18 agreement by defendant, should the United States choose to pursue any  
19 charge or any civil, administrative, or regulatory action that was  
20 not filed as a result of this agreement, then:

21 a. Defendant agrees that any applicable statute of  
22 limitations is tolled between the date of defendant's signing of this  
23 agreement and the filing commencing any such action.

24 b. Defendant waives and gives up all defenses based on  
25 the statute of limitations, any claim of pre-indictment delay, or any  
26 speedy trial claim with respect to any such action, except to the  
27 extent that such defenses existed as of the date of defendant's  
28 signing this agreement.

1 c. Defendant agrees that: (i) any statements made by  
2 defendant, under oath, at the guilty plea hearing (if such a hearing  
3 occurred prior to the breach); (ii) the agreed to factual basis  
4 statement in this agreement; and (iii) any evidence derived from such  
5 statements, shall be admissible against defendant in any such action  
6 against defendant, and defendant waives and gives up any claim under  
7 the United States Constitution, any statute, Rule 410 of the Federal  
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
9 Procedure, or any other federal rule, that the statements or any  
10 evidence derived from the statements should be suppressed or are  
11 inadmissible.

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 25. Defendant understands that the Court and the United States  
15 Probation and Pretrial Services Office are not parties to this  
16 agreement and need not accept any of the United States' sentencing  
17 recommendations or the parties' agreements to facts or sentencing  
18 factors.

19 26. Defendant understands that both defendant and the United  
20 States are free to: (a) supplement the facts by supplying relevant  
21 information to the United States Probation and Pretrial Services  
22 Office and the Court, (b) correct any and all factual misstatements  
23 relating to the Court's Sentencing Guidelines calculations and  
24 determination of sentence, and (c) argue on appeal and collateral  
25 review that the Court's Sentencing Guidelines calculations and the  
26 sentence it chooses to impose are not error, although each party  
27 agrees to maintain its view that the calculations in paragraph 13 are  
28 consistent with the facts of this case. While this paragraph permits

1 both the United States and defendant to submit full and complete  
2 factual information to the United States Probation and Pretrial  
3 Services Office and the Court, even if that factual information may  
4 be viewed as inconsistent with the facts agreed to in this agreement,  
5 this paragraph does not affect defendant's and the United States'  
6 obligations not to contest the facts agreed to in this agreement.

7 27. Defendant understands that even if the Court ignores any  
8 sentencing recommendation, finds facts or reaches conclusions  
9 different from those agreed to, and/or imposes any sentence up to the  
10 maximum established by statute, defendant cannot, for that reason,  
11 withdraw defendant's guilty pleas, and defendant will remain bound to  
12 fulfill all defendant's obligations under this agreement. Defendant  
13 understands that no one -- not the prosecutor, defendant's attorneys,  
14 or the Court -- can make a binding prediction or promise regarding  
15 the sentence defendant will receive, except that it will be within  
16 the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 28. Defendant understands that, except as set forth herein,  
19 there are no promises, understandings, or agreements between the  
20 United States and defendant or defendant's attorneys, and that no  
21 additional promise, understanding, or agreement may be entered into  
22 unless in a writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED


UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

TRACY L. WILKISON  
United States Attorney

  
\_\_\_\_\_  
Christopher A. Wenger  
Trial Attorney, Fraud Section

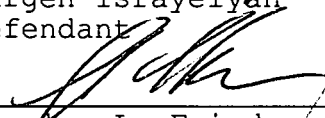
03/08/2022

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gurgen Israyelyan  
Defendant

03-05-2022

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stanley L. Friedman  
Art Kalantar  
Attorneys for Defendant Gurgen  
Israyelyan

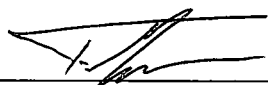
03/07/2022

\_\_\_\_\_  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorneys. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorneys, and my attorneys have advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No

1 promises, inducements, or representations of any kind have been made  
2 to me other than those contained in this agreement. No one has  
3 threatened or forced me in any way to enter into this agreement. I  
4 am satisfied with the representation of my attorneys in this matter,  
5 and I am pleading guilty because I am guilty of the charges and wish  
6 to take advantage of the promises set forth in this agreement, and  
7 not for any other reason.




03-05-2022

9 Gurgun Israyelyan  
10 Defendant

Date

11 CERTIFICATION OF DEFENDANT'S ATTORNEY

12 I am Gurgun Israyelyan's attorney. I have carefully and  
13 thoroughly discussed every part of this agreement with my client.  
14 Further, I have fully advised my client of his rights, of possible  
15 pretrial motions that might be filed, of possible defenses that might  
16 be asserted either prior to or at trial, of the sentencing factors  
17 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
18 provisions, and of the consequences of entering into this agreement.  
19 To my knowledge: no promises, inducements, or representations of any  
20 kind have been made to my client other than those contained in this  
21 agreement; no one has threatened or forced my client in any way to  
22 enter into this agreement; my client's decision to enter into this  
23 agreement is an informed and voluntary one; and the factual basis set  
24 forth in this agreement is sufficient to support my client's entry of  
25 guilty pleas pursuant to this agreement.

26   
27 Stanley L. Friedman  
28 Art Kalantar

Stanley L. Friedman / 03/07/2022

Date

Attorneys for Defendant Gurgun Israyelyan