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16 Attorneys for Plaintiff  
 17 UNITED STATES OF AMERICA

18 UNITED STATES DISTRICT COURT

19 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20 UNITED STATES OF AMERICA,  
 21 Plaintiff,  
 22 v.

No. CR 20-579(A)-SVW-4  
PLEA AGREEMENT FOR DEFENDANT  
TAMARA DADYAN

23 RICHARD AYVAZYAN,  
 aka "Richard Avazian" and  
 24 "Iuliia Zhadko,"  
 MARIETTA TERABELIAN,  
 25 aka "Marietta Abelian" and  
 "Viktorika Kauichko,"  
 26 ARTUR AYVAZYAN,  
 aka "Arthur Ayvazyan," and  
 27 TAMARA DADYAN,  
 MANUK GRIGORYAN,  
 28 aka "Mike Grigoryan," and

1 "Anton Kudiumov,"  
2 ARMAN HAYRAPETYAN,  
3 EDVARD PARONYAN,  
4 aka "Edvard Paronian" and  
5 "Edward Paronyan," and  
6 VAHE DADYAN,  
7  
8 Defendants.

9  
10 1. This constitutes the plea agreement between TAMARA DADYAN  
11 ("defendant") and the United States Attorney's Office for the Central  
12 District of California and the United States Department of Justice,  
13 Criminal Division, Fraud Section (collectively referred to herein as  
14 "the Offices") in the above-captioned case. This agreement is  
15 limited to the Offices and cannot bind any other federal, state,  
16 local, or foreign prosecuting, enforcement, administrative, or  
17 regulatory authorities.

18 DEFENDANT'S OBLIGATIONS

19 2. Defendant agrees to:  
20 a. At the earliest opportunity requested by the Offices  
21 and provided by the Court, appear and plead guilty to **counts 1, 24,**  
22 **and 26** of the first superseding indictment in United States v.  
23 Richard Ayvazyan et al., CR No. 20-579(A)-SVW, which charge defendant  
24 with conspiracy to commit wire fraud and bank fraud, aggravated  
25 identity theft, and conspiracy to commit money laundering, in  
26 violation of 18 U.S.C. § 1349, 18 U.S.C. § 1028A(a)(1), and 18 U.S.C.  
27 § 1956(h), respectively.  
28 b. Not contest facts agreed to in this agreement.  
c. Abide by all agreements regarding sentencing contained  
in this agreement.

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

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

8           f. Be truthful at all times with the United States  
9 Probation and Pretrial Services Office and the Court.

10          g. Pay the applicable special assessments at or before  
11 the time of sentencing unless defendant has demonstrated a lack of  
12 ability to pay such assessments.

13          h. Ability to pay shall be assessed based on the  
14 Financial Disclosure Statement, referenced below, and all other  
15 relevant information relating to ability to pay.

16          i. Defendant agrees that any and all restitution/fine  
17 obligations ordered by the Court will be due in full and immediately.  
18 The government is not precluded from pursuing, in excess of any  
19 payment schedule set by the Court, any and all available remedies by  
20 which to satisfy defendant's payment of the full financial  
21 obligation, including referral to the Treasury Offset Program.

22          j. Complete the Financial Disclosure Statement on a form  
23 provided by the Offices and, within 30 days of defendant's entry of a  
24 guilty plea, deliver the signed and dated statement, along with all  
25 of the documents requested therein, to the Offices by either email at  
26 usacac.FinLit@usdoj.gov (preferred) or mail to the United States  
27 Attorney's Office Financial Litigation Section at 300 N. Los Angeles  
28 St., Suite 7516, Los Angeles, CA 90012.

1 k. Authorize the Offices to obtain a credit report upon  
2 returning a signed copy of this plea agreement.

3 l. Consent to the Offices inspecting and copying all of  
4 defendant's financial documents and financial information held by the  
5 United States Probation and Pretrial Services Office.

6 3. Defendant further agrees:

7 a. To forfeit all right, title, and interest in and to  
8 any and all monies, properties, and/or assets of any kind, derived  
9 from or acquired as a result of the illegal activity to which  
10 defendant is pleading guilty, specifically including, but not limited  
11 to, the following:

12 i. \$12,520.00 in U.S. Currency seized during the  
13 execution of a federal search warrant on November 5, 2020, in Encino,  
14 California, at the residence of defendant and Artur Ayvazyan;

15 ii. \$3,032.23 in bank funds seized pursuant to a  
16 federal seizure warrant executed on or about January 22, 2021, from  
17 Bank of the West account ending in '0531 in the name of Tamara  
18 Dadyan; and

19 iii. \$189,430.85 in bank funds seized pursuant to a  
20 federal seizure warrant executed on or about January 22, 2021, from  
21 Bank of the West account ending in '5682 in the name of Proactive  
22 Home Health Care Inc.

23 iv. Certain real property referred to in the first  
24 superseding indictment as Residential Property 1, located at 4910  
25 Topeka Drive, Tarzana, in the County of Los Angeles, State of  
26 California, APN 2176-029-031;

27 v. Certain real property referred to in the first  
28 superseding indictment as Residential Property 2, located at 834

1 Calle La Primavera, Glendale, in the County of Los Angeles, State of  
2 California, APN 5663-036-033; and

3 vi. Certain real property referred to in the first  
4 superseding indictment as Residential Property 3, located at 74203  
5 Anastacia Lane, Palm Desert, in the County of Riverside, State of  
6 California, APN 694-331-008 (collectively, the "Forfeitable  
7 Property").

8 (collectively, the "Forfeitable Property").

9 b. To the Court's entry of an order of forfeiture at or  
10 before sentencing with respect to the Forfeitable Property and to the  
11 forfeiture of the assets.

12 c. That the Preliminary Order of Forfeiture shall become  
13 final as to the defendant upon entry.

14 d. To take whatever steps are necessary to pass to the  
15 United States clear title to the Forfeitable Property, including,  
16 without limitation, the execution of a consent decree of forfeiture  
17 and the completing of any other legal documents required for the  
18 transfer of title to the United States.

19 e. Not to contest any administrative forfeiture  
20 proceedings or civil judicial proceedings commenced against the  
21 Forfeitable Property. If defendant submitted a claim and/or petition  
22 for remission for all or part of the Forfeitable Property on behalf  
23 of herself or any other individual or entity, defendant shall and  
24 hereby does withdraw any such claims or petitions, and further agrees  
25 to waive any right she may have to seek remission or mitigation of  
26 the forfeiture of the Forfeitable Property. Defendant further waives  
27 any and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

28

1           f. Not to assist any other individual in any effort  
2 falsely to contest the forfeiture of the Forfeitable Property.

3           g. Not to claim that reasonable cause to seize the  
4 Forfeitable Property was lacking.

5           h. To prevent the transfer, sale, destruction, or loss of  
6 the Forfeitable Property to the extent defendant has the ability to  
7 do so.

8           i. To fill out and deliver to the Offices a completed  
9 financial statement listing defendant's assets on a form provided by  
10 the Offices.

11           j. That forfeiture of Forfeitable Property shall not be  
12 counted toward satisfaction of any special assessment, fine,  
13 restitution, costs, or other penalty the Court may impose.

14           k. With respect to any criminal forfeiture ordered as a  
15 result of this plea agreement, defendant waives: (1) the requirements  
16 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding  
17 notice of the forfeiture in the charging instrument, announcements of  
18 the forfeiture at sentencing, and incorporation of the forfeiture in  
19 the judgment; (2) all constitutional and statutory challenges to the  
20 forfeiture (including by direct appeal, habeas corpus or any other  
21 means); and (3) all constitutional, legal, and equitable defenses to  
22 the forfeiture of the Forfeitable Property in any proceeding on any  
23 grounds including, without limitation, that the forfeiture  
24 constitutes an excessive fine or punishment. Defendant acknowledges  
25 that the forfeiture of the Forfeitable Property is part of the  
26 sentence that may be imposed in this case and waives any failure by  
27 the Court to advise defendant of this, pursuant to Federal Rule of  
28

1 Criminal Procedure 11(b)(1)(J), at the time the Court accepts  
2 defendant's guilty plea.

3 THE OFFICES' OBLIGATIONS

4 4. The Offices agree to:

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

6 b. Abide by all agreements regarding sentencing contained  
7 in this agreement.

8 c. At the time of sentencing, move to dismiss the  
9 remaining counts of the first superseding indictment and the  
10 underlying indictment as against defendant. Defendant agrees,  
11 however, that at the time of sentencing the Court may consider any  
12 dismissed charges in determining the applicable Sentencing Guidelines  
13 range, the propriety and extent of any departure from that range, and  
14 the sentence to be imposed.

15 d. At the time of sentencing, provided that defendant  
16 demonstrates an acceptance of responsibility for the offense up to  
17 and including the time of sentencing, recommend a two-level reduction  
18 in the applicable Sentencing Guidelines offense level, pursuant to  
19 U.S.S.G. § 3E1.1. The defendant understands and agrees that the  
20 Offices will not move for a third point for acceptance of  
21 responsibility, pursuant to U.S.S.G. § 3E1.1(b), and defendant agrees  
22 that a reduction pursuant to U.S.S.G. § 3E1.1(b) for acceptance of  
23 responsibility is not appropriate or warranted based on defendant's  
24 plea one (1) day prior to trial.

25 NATURE OF THE OFFENSES

26 5. Defendant understands that for defendant to be guilty of  
27 the crime charged in **count one**, that is, Conspiracy to commit wire  
28

1 fraud and bank fraud, in violation of Title 18, United States Code,  
2 Section 1349, the following must be true:

3 First, beginning by at least in or about March 2020, and  
4 continuing to at least in or about October 2020, there was an  
5 agreement between two or more persons to commit at wire fraud, in  
6 violation of Section 1343 of Title 18 of the United States Code,  
7 and/or bank fraud, in violation of Section 1344(2) of Title 18 of the  
8 United States Code; and

9 Second, the defendant became a member of the conspiracy  
10 knowing of at least one of its objects and intending to help  
11 accomplish it.

12 6. The objects of the conspiracy charged in count one are wire  
13 fraud and bank fraud. In order for a person to be found guilty of  
14 wire fraud, in violation of 18 U.S.C. § 1343, the following must be  
15 true:

16 First, the person knowingly participated in or devised a  
17 scheme or plan to defraud, or a scheme or plan for obtaining money or  
18 property by means of false or fraudulent pretenses, representations,  
19 or promises. Deceitful statements of half-truths may constitute  
20 false or fraudulent representations;

21 Second, the statements made or facts omitted as part of the  
22 scheme were material; that is, they had a natural tendency to  
23 influence, or were capable of influencing, another person to part  
24 with money or property;

25 Third, the person acted with the intent to defraud, that  
26 is, the intent to deceive and cheat; and

27

28



1           Fourth, the person used, or caused to be used, an  
2 interstate wire communication to carry out or attempt to carry out an  
3 essential part of the scheme.

4           In order for a person to be found guilty of bank fraud, in  
5 violation of 18 U.S.C. § 1344(2), the following must be true:

6           First, the person knowingly carried out a scheme or plan to  
7 obtain money or property from a financial institution by making false  
8 statements or promises;

9           Second, the person knew that the statements or promises  
10 were false;

11           Third, the statements or promises were material; that is,  
12 they had a natural tendency to influence, or were capable of  
13 influencing, a financial institution to part with money or property;

14           Fourth, the person acted with the intent to defraud; and

15           Fifth, the financial institution was federally insured.

16           7. Defendant understands that for defendant to be guilty of  
17 the crime charged in **count 24**, that is, aggravated identity theft, in  
18 violation of Title 18, United States Code, Section 1028A(a)(1), the  
19 following must be true:

20           First, defendant knowingly possessed without legal  
21 authority a means of identification of another person;

22           Second, defendant knew that the means of identification  
23 belonged to a real person; and

24           Third, defendant did so during and in relation to bank  
25 fraud, in violation of 18 U.S.C. § 1344(2), as charged in count  
26 nineteen of the first superseding indictment. The government need  
27 not establish that the means of identification of another person was  
28 stolen.

1           8. Defendant understands that for defendant to be guilty of  
2 the crime charged in **count 26**, that is, Conspiracy to commit money  
3 laundering, in violation of Title 18, United States Code, Section  
4 1956(h), the following must be true:

5                 First, Defendant agreed with one of more co-conspirators to  
6 engage in money laundering, in violation of Section 1956(a)(1)(B)(i)  
7 of Title 18 of the United States Code; and

8                 Second, the defendant became a member of the conspiracy  
9 knowing of its object and intending to help accomplish it.

10           9. The object of the conspiracy charged in count 26 is money  
11 laundering, in violation of Section 1956(a)(1)(B)(i) of Title 18. In  
12 order for a person to be found guilty of that offense, the following  
13 must be true:

14                 First, the person conducted a financial transaction  
15 involving property that represented the proceeds of wire fraud;

16                 Second, the person knew that the property represented the  
17 proceeds of some form of unlawful activity; and

18                 Third, the person knew that the transaction was designed in  
19 whole or in part to conceal or disguise the nature, location, source,  
20 ownership, and/or control of such proceeds.

21                                 PENALTIES AND RESTITUTION

22           10. Defendant understands that the statutory maximum sentence  
23 that the Court can impose for a violation of Title 18, United States  
24 Code, Section 1349, as charged in **count one**, is: 30 years'  
25 imprisonment; a five-year period of supervised release; a fine of  
26 \$1,000,000 or twice the gross gain or gross loss resulting from the  
27 offense, whichever is greatest; and a mandatory special assessment of  
28 \$100.

1           11. Defendant understands that the statutory maximum sentence  
2 that the Court can impose for a violation of Title 18, United States  
3 Code, Section 1028A(a)(1), as charged in **count 24** of the first  
4 superseding indictment, is: two years' imprisonment; a three-year  
5 period of supervised release; a fine of \$250,000 or twice the gross  
6 gain or gross loss resulting from the offense, whichever is greatest;  
7 and a mandatory special assessment of \$100.

8           12. Defendant understands that the statutory mandatory minimum  
9 sentence that the Court must impose for a violation of Title 18,  
10 United States Code, Section 1028A(a)(1), as charged in count 24 of  
11 the first superseding indictment, is a two-year term of imprisonment,  
12 which must run consecutive to any other sentence of imprisonment, and  
13 a mandatory special assessment of \$100.

14           13. Defendant understands that the statutory maximum sentence  
15 that the Court can impose for a violation of Title 18, United States  
16 Code, Section 1956(h), as charged in **count 26**, is: 20 years'  
17 imprisonment; a three-year period of supervised release; a fine of  
18 \$500,000 or twice the gross gain or gross loss resulting from the  
19 offense, whichever is greatest; and a mandatory special assessment of  
20 \$100.

21           14. Defendant understands, therefore, that the total maximum  
22 sentence for all offenses to which defendant is pleading guilty is:  
23 52 years' imprisonment; a 5-year period of supervised release; a fine  
24 of \$1,750,000 or twice the gross gain or gross loss resulting from  
25  
26  
27  
28

1 the offenses, whichever is greatest; and a mandatory special  
2 assessment of \$300.<sup>1</sup>

3 15. Defendant understands that defendant will be required to  
4 pay full restitution to the victims of the offenses to which  
5 defendant is pleading guilty. Defendant agrees that, in return for  
6 the Offices' compliance with its obligations under this agreement,  
7 the Court may order restitution to persons other than the victims of  
8 the offenses to which defendant is pleading guilty and in amounts  
9 greater than those alleged in the counts to which defendant is  
10 pleading guilty. In particular, defendant agrees that the Court may  
11 order restitution to any victim of any of the following for any  
12 losses suffered by that victim as a result: (a) any relevant conduct,  
13 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to  
14 which defendant is pleading guilty; and (b) any counts dismissed and  
15 charges not prosecuted pursuant to this agreement as well as all  
16 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with  
17 those counts and charges. The parties currently believe that the  
18 applicable amount of restitution is approximately \$18,016,141.26, but  
19 recognize and agree that this amount could change based on facts that  
20 come to the attention of the parties prior to sentencing.

21 16. Defendant understands that supervised release is a period  
22 of time following imprisonment during which defendant will be subject  
23 to various restrictions and requirements. Defendant understands that  
24

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25 <sup>1</sup> Defendant understands that there is case law suggesting that  
26 the term of supervised release on **count 24** could be imposed to run  
27 consecutively to the term of supervised release imposed on counts one  
28 of supervised release, defendant understands that if the Court were  
to impose a consecutive term of supervised release, the maximum term  
of supervised release for the counts of conviction would be eight  
years, rather than five years as stated in the text above.

1 if defendant violates one or more of the conditions of any supervised  
2 release imposed, defendant may be returned to prison for all or part  
3 of the term of supervised release authorized by statute for the  
4 offense that resulted in the term of supervised release, which could  
5 result in defendant serving a total term of imprisonment greater than  
6 the statutory maximum stated above.

7 17. Defendant understands that, by pleading guilty, defendant  
8 may be giving up valuable government benefits and valuable civic  
9 rights, such as the right to vote, the right to possess a firearm,  
10 the right to hold office, and the right to serve on a jury. Defendant  
11 understands that she is pleading guilty to felonies and that it is a  
12 federal crime for a convicted felon to possess a firearm or  
13 ammunition. Defendant understands that the convictions in this case  
14 may also subject defendant to various other collateral consequences,  
15 including but not limited to revocation of probation, parole, or  
16 supervised release in another case and suspension or revocation of a  
17 professional license. Defendant understands that unanticipated  
18 collateral consequences will not serve as grounds to withdraw  
19 defendant's guilty pleas.

20 18. Defendant and her counsel have discussed the fact that, and  
21 defendant understands that, if defendant is not a United States  
22 citizen, the convictions in this case make it practically inevitable  
23 and a virtual certainty that defendant will be removed or deported  
24 from the United States. Defendant may also be denied United States  
25 citizenship and admission to the United States in the future.  
26 Defendant understands that while there may be arguments that  
27 defendant can raise in immigration proceedings to avoid or delay  
28 removal, removal is presumptively mandatory and a virtual certainty

1 in this case. Defendant further understands that removal and  
2 immigration consequences are the subject of a separate proceeding and  
3 that no one, including his/her attorney or the Court, can predict to  
4 an absolute certainty the effect of his/her convictions on his/her  
5 immigration status. Defendant nevertheless affirms that he/she wants  
6 to plead guilty regardless of any immigration consequences that  
7 his/her pleas may entail, even if the consequence is automatic  
8 removal from the United States.

9 FACTUAL BASIS

10 19. Defendant admits that defendant is, in fact, guilty of the  
11 offenses to which defendant is agreeing to plead guilty. Defendant  
12 and the Offices agree to the statement of facts provided below and  
13 agree that this statement of facts is sufficient to support pleas of  
14 guilty to the charges described in this agreement and to establish  
15 the Sentencing Guidelines factors set forth in paragraph 21 below but  
16 is not meant to be a complete recitation of all facts relevant to the  
17 underlying criminal conduct or all facts known to either party that  
18 relate to that conduct.

19 Beginning in or about March 2020, defendant agreed with her  
20 husband, co-defendant Artur Ayvazyan; her brother-in-law, co-  
21 defendant Richard Ayvazyan; her sister-in-law, co-defendant Marietta  
22 Terabelian; her cousin, co-defendant Vahe Dadyan, and others to  
23 submit fraudulent applications for loans through the Paycheck  
24 Protection Program ("PPP") and the Economic Injury Disaster Loan  
25 ("EIDL") program to lenders, including federally-insured financial  
26 institutions A, B, C, D, E, G, and H, and non-federally insured  
27 lending institution F, as identified in the first superseding  
28 indictment, and the United States Small Business Administration

1 ("SBA"). The false and fraudulent information defendant agreed with  
2 co-defendants Richard Ayvazyan, Marietta Terabelian, Artur Ayvazyan,  
3 Vahe Dadyan and others to provide to those lenders and the SBA  
4 included: false applicant names, false information about the number  
5 of employees and payroll of the businesses purportedly applying for  
6 the loans, and false information about the owners of the bank  
7 accounts into which the loan proceeds would be deposited, all of  
8 which information was material to the SBA and the lenders.

9 Defendant and her co-conspirators, Richard Ayvazyan, Artur  
10 Ayvazyan, Marietta Terebelian, and others used and caused to be used  
11 stolen, fictitious, and synthetic identities of other individuals,  
12 including persons out of the country and a dead person, as well as  
13 the names of businesses not controlled by defendant or her co-  
14 conspirators, in order to submit false and fraudulent applications  
15 for EIDL and PPP loans. This information included, but was not  
16 limited to, names used by co-defendant Richard Ayvazyan like "Iuliia  
17 Zhadko," and names used by co-defendant Marietta Terabelian, like  
18 "Viktoria Kauichko." The information also included false and  
19 fraudulent payroll reports and IRS Forms 940 and 941 that purported  
20 to confirm the number of employees and amount of payroll expenses;  
21 false certifications that the loan proceeds would be used for  
22 permissible business purposes; and the names of identity theft  
23 victims, including the names of dead people.

24 Defendant further conspired and agreed with her husband, Artur  
25 Ayvazyan, to create false and fraudulent documentation in support of  
26 loans, including through the use of templates for creating false and  
27 fraudulent documents that were found on Artur Ayvazyan's phone.  
28 Defendant further admits that records and items found at her

1 residence, at which she lived with co-defendant Artur Ayvazyan,  
2 included: fake identification documents; fraudulently obtained credit  
3 cards belonging to fake, synthetic and stolen identities including  
4 names used to apply for PPP and EIDL loans; checks and checkbooks in  
5 the names of individuals and businesses who applied for PPP and EIDL  
6 loans; copies of PPP and EIDL loan applications including in her own  
7 name and the names of others; and fake and stolen notary stamps and  
8 seals belonging to state and federal courts.

9 Defendant submitted and caused to be submitted, and aided and  
10 abetted the submission of at least 151 fraudulent PPP and EIDL  
11 applications as part of the conspiracy and scheme in which she was a  
12 participant along with Richard Ayvazyan, Marietta Terabelian, Artur  
13 Ayvazyan, Vahe Dadyan, and others. Furthermore, text messages  
14 obtained from defendant's phone showed that defendant explicitly  
15 discussed plans for the conspiracy with co-defendant Richard  
16 Ayvazyan, including how to submit PPP and EIDL applications; how to  
17 obtain and falsify Employer Identification Numbers ("EINs") for  
18 businesses in PPP and EIDL applications; and how to create fake  
19 payroll reports.

20 Defendant also agreed with co-defendants Richard Ayvazyan,  
21 Marietta Terabelian, Artur Ayvazyan, Vahe Dadyan, and others that the  
22 fraudulently obtained loan proceeds would be used to pay for personal  
23 expenses and not used to pay for authorized expenses under the PPP  
24 and EIDL programs. In order to make these unauthorized payments,  
25 including for personal expenses, defendant agreed with co-defendants  
26 Richard Ayvazyan, Marietta Terabelian, Artur Ayvazyan, Vahe Dadyan,  
27 and others to cause the fraudulently obtained loan proceeds to move  
28 through bank accounts over which defendant and co-defendants Richard



1 Ayvazyan, Marietta Terabelian, Artur Ayvazyan, and Vahe Dadyan, and  
2 others had signatory authority, in order to conceal the true nature  
3 and source of the funds flowing through the accounts.

4 For example, in furtherance of the conspiracy to commit wire  
5 fraud and bank fraud, on or about April 22, 2020, defendant, together  
6 with co-defendants Richard Ayvazyan, Marietta Terabelian, Artur  
7 Ayvazyan, and others, submitted and caused to be submitted to Wells  
8 Fargo bank an application in the name of Secureline Realty and  
9 Funding, Inc. ("Secureline Realty") seeking a PPP loan in the amount  
10 of \$122,838, which application: (a) falsely represented that  
11 Secureline Realty had eight employees, including employees for whom  
12 it had paid wages and payroll taxes; and (b) falsely certified  
13 Secureline Realty would use the loan proceeds only for permissible  
14 business purposes. On or about May 9, 2020, defendant, together with  
15 other co-conspirators, submitted and caused to be submitted to  
16 Comerica Bank another application in the name of Secureline Realty  
17 seeking a second PPP loan, this one in the amount of \$137,500, which  
18 application again falsely represented that Secureline Realty had  
19 eight employees, including employees for whom it had paid wages and  
20 payroll taxes, and falsely certified Secureline Realty would use the  
21 loan proceeds only for permissible business purposes.

22 In reliance on the false statements and representations in the  
23 applications, on or about May 7, 2020, Wells Fargo identified as  
24 Lender D in the first superseding indictment) deposited, by means of  
25 interstate wire, approximately \$122,838 into a Wells Fargo bank  
26 account in the name of Secureline Realty, and on or about May 11,  
27 2020, Comerica Bank (identified as Lender E in the first superseding  
28

1 indictment) deposited, by means of interstate wire, \$137,500 into a  
2 Comerica Bank account in the name of Secureline Realty.

3       Thereafter, defendant, together with co-defendant Richard  
4 Ayvazyan and others, caused a check for approximately \$136,000 to be  
5 drawn on May 27, 2020, on the Secureline Realty account at Comerica  
6 Bank, and a check for approximately \$120,010 to be drawn on June 12,  
7 2020, on the Secureline Realty account at Wells Fargo. Defendant,  
8 together with co-defendant Richard Ayvazyan and others, caused both  
9 checks to be deposited into other bank accounts, including a Bank of  
10 America account for Inception Ventures for which co-defendant Richard  
11 Ayvazyan was the sole signatory. As defendant knew and agreed, these  
12 monies were the proceeds of unlawful activity, and specifically, the  
13 PPP and EIDL bank and wire fraud scheme. The defendant and her co-  
14 conspirators then wired and caused to be wired these fraud proceeds  
15 to Encore Escrow, and co-defendants Richard Ayvazyan and Marietta  
16 Terebelian used such proceeds as part of the purchase price of their  
17 personal residence on Topeka Avenue, in Tarzana, California.

18       As another example of the actions taken in furtherance of the  
19 conspiracy, defendant agreed with co-defendant Vahe Dadyan to  
20 fraudulently apply for a PPP loan in the name of Vahe Dadyan's  
21 company Voyage Limo. On May 18, 2020, defendant and her co-  
22 conspirators submitted and caused the submission of a PPP loan  
23 application to Celtic Bank that falsely stated that Voyage Limo had  
24 11 employees and average monthly payroll expenses of \$63,000, and  
25 that Voyage Limo would use the loan proceeds solely for business-  
26 related purposes. Defendant and her co-conspirators also submitted  
27 and caused the submission of fake IRS Forms 940 and 941 to Celtic  
28 Bank in support of the PPP loan application. On May 18, 2020, in

1 reliance on the false information in the application, Celtic Bank  
2 deposited, by means of an interstate wire, \$157,000 to a Voyage Limo  
3 bank account over which co-defendant Vahe Dadyan had signatory  
4 authority. In furtherance of the conspiracy, on July 3, 2020, co-  
5 defendant Vahe Dadyan, working together with the defendant and  
6 others, caused \$155,000 of the fraudulently obtained PPP loan  
7 proceeds to be wired to a Bank of America account in the name of  
8 Runyan Tax Services, held in the name of "Viktoria Kauichko," a name  
9 defendant knew was used in furtherance of the bank fraud and wire  
10 fraud and money laundering conspiracy. The co-conspirators,  
11 including Richard Ayvazyan and Marietta Terebelian, then used these  
12 PPP-derived funds as part of a down payment on a property located on  
13 Calle La Primavera, in Glendale, California, which was purchased in  
14 the name of "Iuliia Zhadko," which the defendant and her co-  
15 conspirators knew was used by co-defendant Richard Ayvazyan.

16 As a further example of the conspiracy, on or about August 13,  
17 2020, defendant and her husband, co-defendant Artur Ayvazyan,  
18 submitted via interstate wiring an application for a \$244,500 PPP  
19 loan to Newtek Small Business Finance in the name of "A.D. DBA Six  
20 Star Farms." Defendant and co-defendant Artur Ayvazyan knew that the  
21 application included false information; namely, that the business had  
22 22 employees including employees for whom A.D. paid wages and payroll  
23 taxes, and that A.D. would use the loan proceeds only for permissible  
24 purposes. In support of the application, defendant and co-defendant  
25 Artur Ayvazyan submitted to Newtek Small Business Finance a  
26 California Driver's license purportedly belonging to A.D., and a fake  
27 Form 941, which falsely represented that it had been prepared by  
28 A.F., a professional tax preparer, and signed by A.D. Defendant knew

1 that A.D. and A.F. were real persons. In truth and in fact, as the  
2 defendant well knew, neither A.D. nor A.F. authorized the defendant,  
3 co-defendant Artur Ayvazyan, or any of the other co-conspirators to  
4 use their names or identifying information. On or about August 17,  
5 2020, in reliance on the false and fraudulent information included in  
6 the PPP loan application defendant and co-defendant Artur Ayvazyan  
7 had submitted, Newtek Small Business Finance deposited by means of an  
8 interstate wire approximately \$244,500 to a bank account at Capital  
9 One in the name of A.D. that co-defendant Artur Ayvazyan controlled.

10 During the course of the conspiracy and in furtherance of it,  
11 defendant and her co-conspirators, Richard Ayvazyan, Marietta  
12 Terebelian, Artur Ayvazyan, and others, submitted and caused the  
13 submission of approximately 151 PPP and EIDL loan applications  
14 containing false and fraudulent information by which they attempted  
15 to obtain approximately \$21.9 million and did obtain approximately  
16 \$18,016,141.26. By submitting materially false and fraudulent  
17 documentation in support of the PPP and EIDL loan applications, and  
18 by making materially false and fraudulent statements to SBA-approved  
19 and FDIC-insured lenders, defendant knowingly, and with the intent to  
20 defraud, schemed to obtain, and obtained, funds under the custody and  
21 control of Lenders A, B, C, D, E, G, and H, and placed such lenders  
22 at risk of financial loss. The conspiracy was carried out using  
23 sophisticated means, including the use of false businesses, stolen  
24 identities, a network of bank accounts opened in the names of those  
25 false businesses, and the production of fraudulent documents  
26 including identity documents. Indeed, the defendant used coordinated  
27 and repetitive steps to carry out and conceal the scheme, including  
28 falsifying tax and payroll documents and using bank accounts with

1 deceptive names to conceal the nature, location, source, and  
2 ownership of PPP and EIDL loan proceeds.

3 SENTENCING FACTORS

4 20. Defendant understands that in determining defendant's  
5 sentence the Court is required to calculate the applicable Sentencing  
6 Guidelines range and to consider that range, possible departures  
7 under the Sentencing Guidelines, and the other sentencing factors set  
8 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
9 Sentencing Guidelines are advisory only, that defendant cannot have  
10 any expectation of receiving a sentence within the calculated  
11 Sentencing Guidelines range, and that after considering the  
12 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
13 be free to exercise its discretion to impose any sentence it finds  
14 appropriate between the mandatory minimum and up to the maximum set  
15 by statute for the crimes of conviction.

16 21. Defendant and the USAO agree to the following applicable  
17 Sentencing Guidelines factors:

18	Base Offense Level:	7	[U.S.S.G. §§ 2X1,1; 2b1.1(a)(1)]
19	Specific Offense Characteristics		
20	Amount of loss >\$9,500,000	+20	[U.S.S.G. §§ 2X1,1; 2B1.1(b)(1)(K)]
21	Sophisticated Means:	+2	[U.S.S.G. § §§ 2X1,1; 2B1.1(b)(10)(C)] ]
22	Conviction under 18 U.S.C. § 1956	+2	[U.S.S.G. § 2S1.1(b)(2)(B)]

24 Defendant and the Offices reserve the right to argue that additional  
25 specific offense characteristics, adjustments, and departures under  
26 the Sentencing Guidelines are appropriate. Defendant further  
27 understands that the Court must sentence defendant to a term of two  
28

1 (2) years imprisonment on count 24, which must run consecutive to any  
2 term of imprisonment imposed for counts one and 26.

3 22. Defendant understands that there is no agreement as to  
4 defendant's criminal history or criminal history category.

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

9 WAIVER OF CONSTITUTIONAL RIGHTS

10 24. Defendant understands that by pleading guilty, defendant  
11 gives up the following rights:

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

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

14 c. The right to be represented by counsel -- and if

15 necessary have the Court appoint counsel - at trial. Defendant

16 understands, however, that, defendant retains the right to be

17 represented by counsel -- and if necessary have the Court appoint

18 counsel -- at every other stage of the proceeding.

19 d. The right to be presumed innocent and to have the

20 burden of proof placed on the government to prove defendant guilty

21 beyond a reasonable doubt.

22 e. The right to confront and cross-examine witnesses

23 against defendant.

24 f. The right to testify and to present evidence in

25 opposition to the charges, including the right to compel the

26 attendance of witnesses to testify.

27

28

1           g. The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

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

7                                   WAIVER OF APPEAL OF CONVICTION

8           25. Defendant understands that, with the exception of an appeal  
9 based on a claim that defendant's guilty pleas were involuntary, by  
10 pleading guilty defendant is waiving and giving up any right to  
11 appeal defendant's convictions on the offenses to which defendant is  
12 pleading guilty. Defendant understands that this waiver includes,  
13 but is not limited to, arguments that the statutes to which defendant  
14 is pleading guilty are unconstitutional, and any and all claims that  
15 the statement of facts provided herein is insufficient to support  
16 defendant's pleas of guilty.

17                                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18           26. Defendant agrees that, provided the Court, before  
19 imposition of the mandatory consecutive sentence of two (2) years'  
20 imprisonment on count 24, imposes a term of imprisonment no more than  
21 the high-end of the Sentencing Guidelines range calculated by the  
22 Court, defendant gives up the right to appeal all of the following:  
23 (a) the procedures and calculations used to determine and impose any  
24 portion of the sentence; (b) the term of imprisonment imposed by the  
25 Court; (c) the fine imposed by the Court, provided it is within the  
26 statutory maximum; (d) to the extent permitted by law, the  
27 constitutionality or legality of defendant's sentence, provided it is  
28 within the statutory maximum; (e) the amount and terms of any

1 restitution order, provided it requires payment of no more than  
2 \$18,016,141.26; (f) the term of probation or supervised release  
3 imposed by the Court, provided it is within the statutory maximum;  
4 and (g) any of the following conditions of probation or supervised  
5 release imposed by the Court: the conditions set forth in Second  
6 Amended General Order 20-04 of this Court; the drug testing  
7 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
8 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

9 27. The Offices agree that, provided (a) all portions of the  
10 sentence are at or above the statutory minimum and at or below the  
11 statutory maximum specified above and (b) before imposition of the  
12 mandatory consecutive sentence of two (2) years' imprisonment on  
13 count 24, the Court imposes a term of imprisonment no less than the  
14 low-end of the Sentencing Guidelines range calculated by the Court,  
15 the Offices give up their right to appeal any portion of the  
16 sentence, with the exception that the Offices reserve the right to  
17 appeal the amount of restitution ordered if that amount is less than  
18 \$18,016,141.26.

19 RESULT OF WITHDRAWAL OF GUILTY PLEA

20 28. Defendant agrees that if, after entering guilty pleas  
21 pursuant to this agreement, defendant seeks to withdraw and succeeds  
22 in withdrawing defendant's guilty pleas on any basis other than a  
23 claim and finding that entry into this plea agreement was  
24 involuntary, then (a) the Offices will be relieved of all of their  
25 obligations under this agreement; and (b) should the Offices choose  
26 to pursue any charge that was either dismissed or not filed as a  
27 result of this agreement, then (i) any applicable statute of  
28 limitations will be tolled between the date of defendant's signing of



1 this agreement and the filing commencing any such action; and  
2 (ii) defendant waives and gives up all defenses based on the statute  
3 of limitations, any claim of pre-indictment delay, or any speedy  
4 trial claim with respect to any such action, except to the extent  
5 that such defenses existed as of the date of defendant's signing this  
6 agreement.

7 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

19 EFFECTIVE DATE OF AGREEMENT

20 30. This agreement is effective upon signature and execution of  
21 all required certifications by defendant, defendant's counsel, and an  
22 attorney for the Offices.

23 BREACH OF AGREEMENT

24 31. Defendant agrees that if defendant, at any time after the  
25 effective date of this agreement, knowingly violates or fails to  
26 perform any of defendant's obligations under this agreement ("a  
27 breach"), the Offices may declare this agreement breached. All of  
28 defendant's obligations are material, a single breach of this

1 agreement is sufficient for the Offices to declare a breach, and  
2 defendant shall not be deemed to have cured a breach without the  
3 express agreement of the Offices in writing. If the Offices declares  
4 this agreement breached, and the Court finds such a breach to have  
5 occurred, then: (a) if defendant has previously entered guilty pleas  
6 pursuant to this agreement, defendant will not be able to withdraw  
7 the guilty pleas, and (b) the Offices will be relieved of all their  
8 obligations under this agreement.

9 32. Following the Court's finding of a knowing breach of this  
10 agreement by defendant, should the Offices choose to pursue any  
11 charge that was either dismissed or not filed as a result of this  
12 agreement, then:

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

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

21 c. Defendant agrees that: (i) any statements made by  
22 defendant, under oath, at the guilty plea hearing (if such a hearing  
23 occurred prior to the breach); (ii) the agreed to factual basis  
24 statement in this agreement; and (iii) any evidence derived from such  
25 statements, shall be admissible against defendant in any such action  
26 against defendant, and defendant waives and gives up any claim under  
27 the United States Constitution, any statute, Rule 410 of the Federal  
28 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal

1 Procedure, or any other federal rule, that the statements or any  
2 evidence derived from the statements should be suppressed or are  
3 inadmissible. Defendant also agrees that any such statements can be  
4 used to cross-examine her should she take the stand at trial of any  
5 co-defendant or in any other matter.

6 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

7 OFFICE NOT PARTIES

8 33. Defendant understands that the Court and the United States  
9 Probation and Pretrial Services Office are not parties to this  
10 agreement and need not accept any of the Offices' sentencing  
11 recommendations or the parties' agreements to facts or sentencing  
12 factors.

13 34. Defendant understands that defendant and the Offices are  
14 free to: (a) supplement the facts by supplying relevant information  
15 to the United States Probation and Pretrial Services Office and the  
16 Court, (b) correct any and all factual misstatements relating to the  
17 Court's Sentencing Guidelines calculations and determination of  
18 sentence, and (c) argue on appeal and collateral review that the  
19 Court's Sentencing Guidelines calculations and the sentence it  
20 chooses to impose are not error, although each party agrees to  
21 maintain its view that the calculations in paragraph 21 are  
22 consistent with the facts of this case. While this paragraph permits  
23 the Offices and defendant to submit full and complete factual  
24 information to the United States Probation and Pretrial Services  
25 Office and the Court, even if that factual information may be viewed  
26 as inconsistent with the facts agreed to in this agreement, this  
27 paragraph does not affect defendant's and the Offices' obligations  
28 not to contest the facts agreed to in this agreement.



PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING


37. 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  
Acting United States Attorney


June 14, 2021

  
\_\_\_\_\_  
CATHERINE S. AHN  
SCOTT PAETTY  
BRIAN FAERSTEIN  
Assistant United States Attorneys


\_\_\_\_\_  
Date

DANIEL S. KAHN  
Acting Chief  
United States Department of Justice  
Criminal Division, Fraud Section

\_\_\_\_\_  
CHRISTOPHER FENTON  
Trial Attorney  
United States Department of Justice  
Criminal Division, Fraud Section

  
\_\_\_\_\_  
TAMARA DADYAN  
Defendant

6-14-21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
FRÉD MINASSIAN  
Attorney for Defendant TAMARA  
DADYAN

6-14-21  
\_\_\_\_\_  
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 attorney. I understand

1 the terms of this agreement, and I voluntarily agree to those terms.  
 2 I have discussed the evidence with my attorney, and my attorney has  
 3 advised me of my rights, of possible pretrial motions that might be  
 4 filed, of possible defenses that might be asserted either prior to or  
 5 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
 6 of relevant Sentencing Guidelines provisions, and of the consequences  
 7 of entering into this agreement. No promises, inducements, or  
 8 representations of any kind have been made to me other than those  
 9 contained in this agreement. No one has threatened or forced me in  
 10 any way to enter into this agreement. I am satisfied with the  
 11 representation of my attorney in this matter, and I am pleading  
 12 guilty because I am guilty of the charges and wish to take advantage  
 13 of the promises set forth in this agreement, and not for any other  
 14 reason.

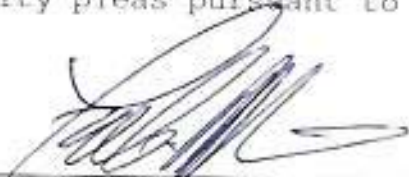
15  
 16   
 TAMARA DADYAN  
 Defendant

15  
 16 6-14-21  
 Date

18 CERTIFICATION OF DEFENDANT'S ATTORNEY

19 I am TAMARA DADYAN's attorney. I have carefully and thoroughly  
 20 discussed every part of this agreement with my client. Further, I  
 21 have fully advised my client of her rights, of possible pretrial  
 22 motions that might be filed, of possible defenses that might be  
 23 asserted either prior to or at trial, of the sentencing factors set  
 24 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
 25 provisions, and of the consequences of entering into this agreement.  
 26 To my knowledge: no promises, inducements, or representations of any  
 27 kind have been made to my client other than those contained in this  
 28 agreement; no one has threatened or forced my client in any way to

1 enter into this agreement; my client's decision to enter into this  
2 agreement is an informed and voluntary one; and the factual basis set  
3 forth in this agreement is sufficient to support my client's entry of  
4 guilty pleas pursuant to this agreement.

5 

6 6-14-21

7 FRED MINASSIAN  
8 Attorney for Defendant TAMARA  
9 DADYAN

Date