

d. Yana Shtindler, a conspirator not charged in this Information, was the Administrator of Prime Aid Union City.

e. Eduard Shtindler (“Eduard Shtindler”), a conspirator not charged in this Information, was Yana Shtindler’s brother and a former employee of Prime Aid Union City.

f. Igor Fleyshmakher (“Igor Fleyshmakher”), a conspirator not charged in this Information, was an owner and 50% equity shareholder of Prime Aid Union City and had an ownership interest in Prime Aid Bronx. Igor Fleyshmakher was the father of Alex Fleyshmakher (“Alex Fleyshmakher”) and resided in Holmdel, New Jersey.

g. Alex Fleyshmakher, a conspirator not charged in this Information, was a Prime Aid Union City employee and had an ownership interest in Prime Aid Bronx. He resided in Morganville, New Jersey.

h. Ruben Sevumyants (“Sevumyants”), a conspirator not charged in this Information, was the operations manager of Prime Aid Union City and resided in Marlboro, New Jersey.

The Medicare and Medicaid Programs

i. The Medicare Program (“Medicare”) was a federally funded health care program, which provided payment for reasonable and medically necessary medical services for certain individuals, primarily the elderly, blind, and disabled.

j. Medicaid Programs (“Medicaid”) were jointly funded, federal-state health insurance programs for certain individuals, including but not limited to low-income adults.

k. Medicare and Medicaid were “health care benefit programs,” as defined by 18 U.S.C. § 24(b), that affected commerce. Medicare and Medicaid were also “Federal health care programs,” as defined by 42 U.S.C. § 1320a-7b(f).

The Conspiracy

2. From in or about 2009 to in or about August 2017, in the District of New Jersey and elsewhere, defendant

YUDELKA “VICKY” AYALA

knowingly and intentionally conspired and agreed with Khaimov, Yana Shtindler, Eduard Shtindler, Igor Fleyshmakher, Alex Fleyshmakher, Sevumyants, and others to commit an offense against the United States, that is, to knowingly and willfully solicit and receive, and offer and pay remuneration, directly and indirectly, overtly and covertly, in cash and in kind, that is, kickbacks and bribes, in return for referrals of individuals to other persons for the furnishing and arranging for the furnishing of any items and services, and in return for ordering, and arranging for purchasing and ordering any good, facility, service, or item, namely, the referral of prescriptions for patients to the Prime Aid Pharmacies, located in Union City, New Jersey and Bronx, New York, for which payment was made in whole or in part under a Federal health

care program, namely Medicare and Medicaid, contrary to Title 42, United States Code, Section 1320a-7b(b)(2)(A).

Goal of the Conspiracy

3. The goal of the conspiracy was for Khaimov, Yana Shtindler, Eduard Shtindler, Igor Fleyshmakher, Alex Fleyshmakher, Sevumyants, and others to fraudulently obtain revenue for the Prime Aid Pharmacies by paying kickbacks and bribes to AYALA and others, in exchange for AYALA and others sending or referring prescriptions for patients to the Prime Aid Pharmacies.

Manner and Means of the Conspiracy

4. It was part of the conspiracy that:
- a. Khaimov directed employees of the Prime Aid Pharmacies to make payments, including cash payments, to doctors and doctor's employees, including AYALA, to induce the doctors or their employees to send prescriptions to the Prime Aid Pharmacies.
 - b. From in or about 2009 to in or about 2010, AYALA received cash kickbacks and bribes from Eduard Shtindler in exchange for steering prescriptions from the Doctor's Office to Prime Aid Union City.
 - c. In or about 2011, after Eduard Shtindler left Prime Aid Union City, Alex Fleyshmakher—in agreement with Igor Fleyshmakher, Khaimov, Yana Shtindler, Sevumyants, and others—repeatedly provided items of value, including

cash payments and payments by check and wire, to AYALA in exchange for AYALA continuing to steer prescriptions from the Doctor's Office to Prime Aid Union City.

d. Sevumyants repeatedly provided items of value, including expensive meals and a designer bag, to AYALA in exchange for AYALA steering prescriptions from the Doctor's Office to Prime Aid Union City.

e. The prescriptions generated through this scheme were paid in whole or in part by Medicare or Medicaid.

f. In total, AYALA received kickbacks and bribes of at least \$219,060.00 for steering prescriptions from the Doctor's Office to Prime Aid Union City.

g. From the prescriptions that AYALA steered to Prime Aid Union City as part of the scheme, Prime Aid Union City received reimbursement payments from Medicare and Medicaid of approximately \$24,828,613.76.

Overt Acts

5. In furtherance of the conspiracy, and to achieve its illegal objectives, AYALA, Khaimov, Yana Shtindler, Eduard Shtindler, Igor Fleishmakher, Alex Fleishmakher, Sevumyants, and others committed, and caused to be committed, the following acts in the District of New Jersey and elsewhere:

a. In or about 2010, in agreement with Khaimov and Igor Fleyshmakher, Eduard Shtindler paid a cash bribe to AYALA in Jersey City, New Jersey.

b. On or about May 12, 2015, Sevumyants paid approximately \$350 for a meal for AYALA and her family, which payment was a kickback and bribe.

c. On or about July 29, 2016, AYALA received a wire of approximately \$3,000 from Alex Fleyshmakher, which payment was a kickback and bribe.

d. On or about July 3, 2017, AYALA received a wire of approximately \$3,000 from Alex Fleyshmakher, which payment was a kickback and bribe.

e. On or about August 3, 2017, AYALA received a wire of approximately \$3,000 from Alex Fleyshmakher, which payment was a kickback and bribe.

In violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATION

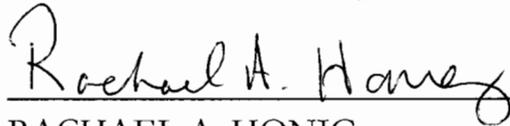
1. Upon conviction of the Federal health care offense, *see* 18 U.S.C. § 24, charged in this Information, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), all property, real or personal, that constituted or was derived, directly and indirectly, from gross proceeds traceable to the commission of the offense.

SUBSTITUTE ASSETS PROVISION

2. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- 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;

the United States shall be entitled, pursuant to 21 U.S.C. § 853(p) (as incorporated by 28 U.S.C. § 2461(c) and 18 U.S.C. § 982(b)), to forfeiture of any other property of the defendant up to the value of the above-described forfeitable property.



RACHAEL A. HONIG
Acting United States Attorney

CASE NUMBER: 21-

United States District Court
District of New Jersey

UNITED STATES OF AMERICA

v.

YUDELKA “VICKY” AYALA

INFORMATION FOR

18 U.S.C. § 371

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