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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

EDUARDO RUBEN LOPEZ,  
a/k/a "Edward Lopez,"

Defendant.

**SUPERSEDING  
CRIMINAL INDICTMENT**

Case No. 2:23-cr-00055-CDS-DJA

**VIOLATIONS:**

Conspiracy in Restraint of Trade:  
Price Fixing  
15 U.S.C. § 1  
(Count One)

Wire Fraud  
18 U.S.C. § 1343  
(Counts Two through Six)

**FORFEITURE ALLEGATION**

The Grand Jury charges that at all times relevant to this Indictment:

## BACKGROUND

1. Home health agencies (“HHAs”) are licensed, certified, or authorized by state and federal laws to provide health care services to patients in the home. HHAs employ registered nurses (“RNs”) and licensed practical nurses (“LPNs”) to provide home health care services. These services can include Private Duty Nursing (“private nursing” or “PDN”) services, which are nursing services for recipients who require more individual and continuous care than is available from a visiting nurse or routinely provided by the nursing staff of the hospital or skilled nursing facility.

2. Each RN and LPN typically receives a set hourly rate from an HHA and is usually paid every one or two weeks. On behalf of eligible patients, HHAs claim reimbursement from the Division of Health Care Financing & Policy (“DHCFP”), within the Nevada Department of Health and Human Services, which administers Medicaid in Nevada. Medicaid is a jointly funded federal and state program that provides health care insurance and medical assistance to people, including families and children, who meet income eligibility requirements. Claims for qualifying home health care services are reimbursed to the HHA based on predetermined rates set by the DHCFP in accordance with the Code of Federal Regulations (“CFR”), Title 42, Part 447, and in consultation with HHAs and a public hearings process.

3. Companies A through F were HHAs that competed with each other in the Las Vegas metropolitan area to attract, hire, and retain nurses to provide private nursing services. Nurses would choose which of these companies to work for based on factors such as wage rate, volume of patient referrals, and location of patients.

4. Company A was a corporation that provided private nursing services in several states, including Nevada.

1           5.     Company B was a limited liability company that provided private nursing  
2 services in Nevada.

3           6.     In or around July 2016, Company B was acquired by Company C. Company  
4 C was a corporation that provided private nursing services in several states, including  
5 Nevada.

6           7.     In or around March 2017, Company C merged with another company to  
7 form Company D. Company D was a corporation that provided private nursing services in  
8 several states, including Nevada.

9           8.     Company E was a limited liability company that provided private nursing  
10 services in several states, including Nevada.

11          9.     Company F was formed in or around August 2017 as a limited liability  
12 company, and began providing private nursing services in Nevada in or around November  
13 2018.

14          10.    In December 2021, Company G was a limited liability company that acquired  
15 Company F.

16                               **COUNT ONE**

17                               Conspiracy in Restraint of Trade: Price Fixing  
18                               (15 U.S.C. § 1)

19                               **DEFENDANT AND CO-CONSPIRATORS**

20          11.    Defendant Eduardo Ruben LOPEZ, a/k/a "Edward Lopez," was a resident  
21 of Las Vegas, Nevada. From in or around March 2016 to in or around July 2016, LOPEZ  
22 was employed as Director of Operations of Company B. After Company B was acquired by  
23 Company C, LOPEZ was employed by Company C as the Executive Director of its Las  
24 Vegas office. In or around January 2017, LOPEZ's employment with Company C ended. In  
or around August 2017, LOPEZ founded Company F and was employed as its Vice



1 President and Administrator. At each of the companies LOPEZ worked for (Companies B,  
2 C, and F), LOPEZ was responsible for recruitment, hiring, retention, and assignment of  
3 home health care personnel, including nurses, to provide home health care services,  
4 including private nursing services, to patients in or around the Las Vegas metropolitan area.

5 12. Individual 1 was a resident of Las Vegas, Nevada. Individual 1 was employed  
6 by Company A as Director of Business Operations and was responsible for managing the  
7 company's Las Vegas office's recruitment, hiring, retention, and assignment of home health  
8 care personnel, including nurses, to provide private nursing services to patients in or around  
9 the Las Vegas metropolitan area.

10 13. Individual 2 was a resident of Las Vegas, Nevada. Individual 2 was the owner  
11 of Company B.

12 14. Individual 3 was a resident of Las Vegas, Nevada. Individual 3 was employed  
13 by Company E.

14 15. Various corporations and individuals, not named as defendants in this  
15 Indictment, participated as co-conspirators in the offense charged herein, and performed  
16 acts and made statements in furtherance thereof.

17 16. Whenever in this Indictment reference is made to any act, deed, or  
18 transaction of any corporation or limited liability company, the allegation means that the  
19 corporation or limited liability company engaged in the act, deed, or transaction by or  
20 through its officers, directors, agents, employees, or other representatives while they were  
21 actively engaged in the management, direction, control, or transaction of its business or  
22 affairs.



## DESCRIPTION OF THE OFFENSE

17. Beginning on a date unknown, but no later than in or around March 2016 and continuing up to and including in or around May 2019, the exact dates being unknown to the Grand Jury, in the District of Nevada and elsewhere, LOPEZ and his co-conspirators, known and unknown to the Grand Jury, knowingly entered into and engaged in a price-fixing conspiracy to suppress and eliminate competition for the services of nurses employed by the co-conspirator companies by agreeing to fix the wages of those nurses.

18. The price-fixing conspiracy engaged in by LOPEZ and his co-conspirators was a *per se* unlawful, and thus unreasonable, restraint of interstate trade and commerce in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

## MEANS AND METHODS OF THE CONSPIRACY

19. For the purpose of forming and carrying out the charged conspiracy, LOPEZ and his co-conspirators, among other things, did the following:

a. participated in meetings, conversations, and communications regarding Medicaid's proposed reimbursement rate increase and fixing the wage rates of RNs and LPNs within a range;

b. agreed during those meetings, conversations, and communications to fix the wage rates paid to RNs and LPNs within a range. For example:

i. On or about March 24, 2016, while employed as Company B's Director of Operations, LOPEZ texted Individual 2 (the owner of Company B), "I just had lunch with [Individual 3] and [Individual 1]. We are all in the same boat for staffing. Both [Individual 3] and [Individual 1] hired full time recruiters. **We all have a mutual agreement that with the pay increase, all 3 companies will stay within the same hourly rate.**" (emphasis added); and

1                   ii.       On or about September 30, 2016, LOPEZ texted Individual 1  
2 (Company A's Director of Business Operations), "The new rate does allow us to hire more  
3 RN at competitive rates. I think we will offer 30-35 for RN." Individual 1 responded, "Ok.  
4 How about we offer 27-30?" LOPEZ replied, "Sounds like a deal. 30 max. LPN. 21-23. Is  
5 our max." Individual 1 replied, "Same as us."

6                   c.       implemented fixed wage rates in accordance with the agreement  
7 reached;

8                   d.       collected, exchanged, monitored, and discussed information on RN  
9 and LPN wage rates for the purpose of monitoring and enforcing adherence to the  
10 agreement reached. For example:

11                   i.       On or around August 17, 2018, after founding Company F,  
12 LOPEZ texted Individual 1 (Company A's Director of Business Operations), "I am entering  
13 the PDN world again in October. Just waiting on my Medicaid approval now. . . ."  
14 Individual 1 replied, "Good for you. We just have to play nice with rates. . . ." In turn,  
15 LOPEZ responded, "Yes. I'm staying with in our agreed rates;" and

16                   ii.       On or around November 28, 2018, Individual 1 texted LOPEZ,  
17 "Hey Eddie, how much are you paying LPNs?" LOPEZ responded, "20-23. Which I think  
18 is the same as everyone in town." Individual 1 replied, "Ok. A nurse just said she was taking  
19 a job doing PDN at \$30 per hour! I was hoping it wasn't you." LOPEZ responded, "Oh no.  
20 That's RN;" and

21                   e.       paid RNs and LPNs at collusive and noncompetitive wage rates.  
22  
23  
24

**TRADE AND COMMERCE**

20. The business activities of LOPEZ and his co-conspirators that are the subject of the conspiracy charged in this Count were within the flow of, and substantially affected, interstate trade and commerce. For example:

a. the reimbursement payments that Medicaid made to the co-conspirator companies for the services rendered by their respective nurses were funded in substantial part by the State of Nevada. The State of Nevada funding included a substantial portion of federal funding from Medicaid, managed through the Centers for Medicare & Medicaid Services ("CMS"). CMS is a federal agency based in Baltimore County, Maryland, and part of the United States Department of Health and Human Services;

b. federal Medicaid funds administered by CMS and DHCFP traveled into and out of Nevada to co-conspirator companies outside of Nevada to reimburse them for the services rendered by their respective nurses;

c. the wage payments that the co-conspirator companies made to their respective nurses traveled in interstate trade and commerce; and

d. the co-conspirator companies employed health care workers, including nurses, in multiple states.

ALL IN VIOLATION OF TITLE 15, UNITED STATES CODE, SECTION 1.

**COUNTS TWO THROUGH SIX**

Wire Fraud  
(18 U.S.C. § 1343)

**DEFENDANT LEARNS OF THE CRIMINAL INVESTIGATION**

21. Paragraphs 1 through 20 are incorporated herein in full.



1           22.     LOPEZ's price-fixing conspiracy drew the attention of federal law  
2 enforcement. After a period of covert investigation, federal investigators sought to question  
3 LOPEZ directly and to serve him and Company F with legal process.

4           23.     Federal law enforcement first notified LOPEZ of the federal criminal  
5 investigation on October 30, 2019. On that date, Special Agents of the Federal Bureau of  
6 Investigation ("FBI") visited LOPEZ at his home. After being advised of the identity of the  
7 interviewing agents, LOPEZ voluntarily answered the agents' questions.

8           24.     The FBI questioned LOPEZ about Company F, Company F's competitors,  
9 and LOPEZ's communications with competitors about nurse wages. During questioning,  
10 the FBI confronted LOPEZ with emails he had received from or sent to co-conspirators,  
11 such as Individual 1 (of Company A) and Individual 3 (of Company E).

12           25.     At the end of the October 30, 2019 interview, agents served two sets of  
13 compulsory legal process on LOPEZ before leaving his residence.

14                 a.     Agents served LOPEZ with a federal grand jury subpoena addressed to  
15 Company F. The subpoena commanded Company F to appear before a grand jury  
16 empaneled in the United States District Court for the District of Nevada with certain  
17 documents, such as documents concerning Company F's "compliance with the United  
18 States antitrust laws" and communications between Company F and other HHAs.

19                 b.     Agents also served LOPEZ with a federal search warrant for his cell  
20 phone, which notified LOPEZ that federal law enforcement officers would seize, among  
21 other things, certain evidence within his cell phone of "violations of 15 U.S.C. § 1 (the  
22 Sherman Antitrust Act) (the 'SUBJECT OFFENSE') occurring from between January 1,  
23 2016, and continuing to the present[.]"  
24

1           26.     LOPEZ also consented to the examination of his cellular phone. LOPEZ's  
2 cellular phone was imaged on site and returned to him at end of the interview.

3           27.     LOPEZ thus became aware of the federal criminal investigation into him and  
4 Company F no later than October 30, 2019.

5           28.     On or around November 5, 2019, Company F held a special meeting of its  
6 Governing Body, which LOPEZ attended. At that meeting, Company F approved the hiring  
7 of two criminal defense attorneys and two electronic-discovery vendors. Through at least on  
8 or around January 2020, LOPEZ was personally involved in preparing Company F's  
9 response to the federal grand jury subpoena.

10          29.     On March 29, 2021, federal investigators executed a search warrant on one of  
11 LOPEZ's email accounts. That warrant authorized the government to seize certain  
12 categories of information constituting "evidence, and instrumentalities of violations of 15  
13 U.S.C. § 1 (Sherman Antitrust Act), those violations involving Eduardo Lopez or associates  
14 and occurring after January 1, 2017[.]" The email provider for the searched account notified  
15 LOPEZ of the search warrant on or around April 7, 2021.

16          30.     At no point did federal law enforcement indicate to Company F, LOPEZ, or  
17 their representatives that the government had completed its investigation.

18                   **THE SCHEME TO DEFRAUD AND CONCEAL**

19          31.     After Lopez became aware of the federal criminal investigation into LOPEZ  
20 and Company F, LOPEZ sought to sell Company F for a substantial amount of money.

21          32.     In or around July 2021, LOPEZ began negotiations with Company F's  
22 eventual buyer, Company G.

23          33.     On or around September 8, 2021—two days before he signed Company G's  
24 Letter of Intent to buy Company F—LOPEZ emailed a price-fixing co-conspirator,



1 Individual 3, about the federal criminal investigation into their conduct. In his email,  
2 LOPEZ shared a news article about another federal criminal antitrust investigation in the  
3 home healthcare industry in the Las Vegas area. LOPEZ concluded his email by directing  
4 Individual 3 to "Delete this once read."

5 34. On or around September 10, 2021, LOPEZ signed a Letter of Intent for the  
6 sale of Company F. On or about September 13, 2021, Company G countersigned the Letter  
7 of Intent. The Letter of Intent provided, among other things, that Company F and LOPEZ  
8 would need to make "representations, warranties and covenants" to complete the  
9 transaction.

10 35. Thereafter, Company G asked LOPEZ to provide information about the  
11 business, assets, and liabilities of Company F, including threatened and pending legal  
12 matters, in due-diligence questionnaires predating the deal's closing, as well as in  
13 representations and warranties in the Purchase Agreement.

14 36. The due-diligence questionnaires and the representations and warranties in  
15 the Purchase Agreement required LOPEZ to identify the existence of threatened and  
16 pending investigations or litigations involving LOPEZ and Company F. LOPEZ's responses  
17 to the due-diligence questionnaires identified only civil lawsuits, thereby falsely representing  
18 in the responses and the Purchase Agreement that the only sources of legal liability for  
19 LOPEZ and Company F were those civil lawsuits. At no point prior to the final purchase  
20 date did LOPEZ disclose the existence of the threatened and pending federal criminal  
21 investigation into both him and Company F.

22 37. Lopez's false representations during the due-diligence process included the  
23 following:  
24



1           a.       On or around September 27, 2021, while in Nevada, LOPEZ  
2 transmitted and caused to be transmitted, in interstate commerce, an email responding to  
3 Company G's first due-diligence questionnaire. That questionnaire requested that Company  
4 F identify any "pending litigation, action, suit, proceeding, claim, arbitration, subpoena,  
5 civil investigative demand, investigation or any other request for documents or testimony by  
6 a court or government agency or instrumentality" currently pending against Company F or  
7 pending at any point in the last three years. LOPEZ falsely represented that the only  
8 information responsive to that request was a civil lawsuit, brought against Company F by a  
9 hospice company, related to a non-compete agreement. LOPEZ made this false  
10 representation despite knowing that he had received a federal grand jury subpoena requiring  
11 Company F to produce certain documents.

12           b.       On or around October 7, 2021, while in Nevada, LOPEZ transmitted  
13 and caused to be transmitted, in interstate commerce, an email that repeated and reaffirmed  
14 the same false representations he had made in his email on or around September 27, 2021.

15           c.       On or around December 3 and December 6, 2021, while in Nevada  
16 and elsewhere, LOPEZ transmitted and caused to be transmitted, in interstate commerce,  
17 emails responding to Company G's supplemental due-diligence questionnaire. This  
18 questionnaire requested that Company F provide information related to "Legal Matters,"  
19 such as a "[s]chedule of each threatened or pending litigation, audit, investigation or  
20 arbitration, including with any governmental authority." In response, LOPEZ wrote that the  
21 hospice company suing Company F had settled on December 3, 2021; that the settlement  
22 agreement would be available no later than December 9, 2021; and that all counts in the  
23 civil lawsuit would be dismissed. Again, Lopez did not disclose the threatened and pending  
24 federal criminal investigation into both him and Company F.

1           38. After the due-diligence process, LOPEZ and Company G executed the  
2 Purchase Agreement. Through the Purchase Agreement, Company G acquired 100% of the  
3 issued and outstanding equity interests of Company F. On or around December 23, 2021,  
4 while in Nevada, LOPEZ transmitted and caused to be transmitted, in interstate commerce,  
5 his signatures on the Purchase Agreement with Company G.

6           39. The purchase agreement required LOPEZ and Company F, jointly and  
7 severally, to make various representations and warranties to Company G. As defined in the  
8 purchase agreement, LOPEZ was the principal of Company F, Company F's sole signatory,  
9 and the person responsible for making the representations and warranties. The  
10 representations and warranties were required to be made based on Company F's  
11 Knowledge, defined by the Purchase Agreement as the "actual knowledge of Edward Lopez  
12 after reasonable inquiry." The representations and warranties made by LOPEZ included the  
13 following:

14           a. The Purchase Agreement required LOPEZ to describe, on a schedule  
15 attached thereto, "all litigation, arbitrations, claims, proceedings or, to the Company's  
16 Knowledge, investigations" involving Company F or its directors, officers or employees.  
17 LOPEZ falsely represented that, apart from two civil lawsuits he identified in that attached  
18 schedule, there were no other litigation, arbitrations, proceedings, or investigations involving  
19 LOPEZ or Company F. In fact, LOPEZ was aware of the threatened and pending federal  
20 criminal investigation into both him and Company F.

21           b. The Purchase Agreement required LOPEZ to represent that, except as  
22 set forth on a schedule attached thereto, "there are no, and during the past three (3) years,  
23 have been no [...] investigations pending or threatened to [Company F's] Knowledge [...]  
24 against or affecting [Company F] or any of their respective directors, officers or employees,



1 in their capacity as such [...] before or by any Governmental Authority[.]” LOPEZ falsely  
2 represented that, apart from the two civil lawsuits he identified in that attached schedule,  
3 there were no investigations pending or threatened against or affecting him or Company F  
4 within the past three years. In fact, LOPEZ was aware of the threatened and pending federal  
5 criminal investigation into both him and Company F.

6 c. The Purchase Agreement required LOPEZ to represent that, except as  
7 set forth on a schedule attached thereto, “there are no, and during the past three (3) years,  
8 have been no [...] Orders pending or, to [Company F’s] Knowledge, threatened [...] against  
9 or affecting [Company F] or any of their respective directors, officers or employees, in their  
10 capacity as such [...] before or by any Governmental Authority[.]” As defined in the  
11 Purchase Agreement, an Order meant “any award, decision, injunction, judgment, order,  
12 ruling, subpoena or verdict entered, issued, made or rendered by any Governmental  
13 Authority.” LOPEZ falsely represented that, apart from the two civil lawsuits he identified  
14 in that attached schedule, there were no Orders pending or threatened against or affecting  
15 Company F or him. In fact, LOPEZ was aware of the grand jury subpoena for Company  
16 F’s records, the search warrant for his cell phone, and the search warrant for his email  
17 account, all of which constituted Orders as defined by the Purchase Agreement.

18 40. The Purchase Agreement expressly stated that LOPEZ’s representations and  
19 warranties were “a material inducement to Buyer to enter into this Agreement and  
20 consummate the transactions contemplated hereby[.]”

21 41. LOPEZ’s representations and warranties in the Purchase Agreement were a  
22 material inducement for Company G to enter into the transaction and to purchase  
23 Company F.  
24



1           42.     LOPEZ's misrepresentations were intended to, and did, deceive Company G,  
2 and caused Company G to wire transfer the cash purchase price for Company F to LOPEZ.

3           43.     On or around December 23, 2021, on the same day LOPEZ signed the  
4 Purchase Agreement, Company G transferred, by means of wire communication in  
5 interstate commerce, \$10,459,817.50 from a bank account located in the State of New York  
6 to a bank account specified by LOPEZ located in Nevada.

7           44.     Accordingly, from at least in or around July 2021, up to and including in or  
8 around December 2021, in the State and Federal District of Nevada and elsewhere,

9                     EDUARDO RUBEN LOPEZ, a/k/a "Edward Lopez,"  
10 did knowingly devise and intend to devise a scheme and artifice to defraud and for obtaining  
11 money and property by means of false and fraudulent pretenses, representations, and  
12 promises.

13           45.     It was part of the scheme and artifice to defraud that LOPEZ made and  
14 caused to be made the materially false and fraudulent pretenses, representations, and  
15 promises set forth in paragraphs 35 through 39 of this indictment.

16           46.     The scheme and artifice to defraud was part of LOPEZ's common scheme  
17 and plan to conceal the price-fixing conspiracy, his proceeds from that conspiracy, and the  
18 government's investigation of that conspiracy.

19           47.     On or around the dates set forth below, for the purpose of executing the  
20 scheme and artifice to defraud, LOPEZ transmitted and caused to be transmitted the  
21 following wire communications in interstate commerce, with each wire identified below  
22 constituting a violation of 18 U.S.C. § 1343:  
23  
24

COUNT	DATE	DESCRIPTION
TWO	9/27/2021	An email responding to Company G's first due-diligence questionnaire, as set forth in paragraph 37(a) of this indictment.
THREE	10/7/2021	An email repeating and reaffirming the same false representations he had made in his email on or around September 27, 2021, as set forth in paragraph 37(b) of this indictment.
FOUR	12/6/2021	An email responding to Company G's supplemental due diligence questionnaire, as set forth in paragraph 37(c) of this indictment.
FIVE	12/23/2021	The signed Purchase Agreement with Company G, as set forth in paragraph 38 of this indictment.
SIX	12/23/2021	A transfer of \$10,459,817.50 from a bank account located in the State of New York to a bank account specified by LOPEZ located in Nevada.

ALL IN VIOLATION OF TITLE 18, UNITED STATES CODE, SECTION 1343.

**FORFEITURE ALLEGATION**

Wire Fraud  
(18 U.S.C. § 1343)

48. The allegations contained in Counts Two through Six of this Superseding Criminal Indictment are hereby realleged and incorporated herein by reference for the purpose of alleging forfeiture under 18 U.S.C. § 981(a)(1)(C) with 28 U.S.C. § 2461(c).

49. Upon conviction of any of the felony offenses charged in Counts Two through Six of this Superseding Criminal Indictment,

EDUARDO RUBEN LOPEZ, a/k/a "Edward Lopez,"  
defendant herein, shall forfeit to the United States of America, any property, real or personal, which constitutes or is derived from proceeds traceable to a violation of 18 U.S.C. § 1343, a specified unlawful activity as defined in 18 U.S.C. §§ 1956(c)(7)(A) and 1961(1)(B),

1 or a conspiracy to commit such offense, an *in personam* criminal forfeiture money judgment  
 2 including, but not limited to, at least \$12,506,250 (property).

3 50. If any property being subject to forfeiture under 18 U.S.C. § 981(a)(1)(C) with  
 4 28 U.S.C. § 2461(c), as a result of any act or omission of the defendant:

- 5 a. cannot be located upon the exercise of due diligence;
- 6 b. has been transferred or sold to, or deposited with, a third party;
- 7 c. has been placed beyond the jurisdiction of the court;
- 8 d. has been substantially diminished in value; or
- 9 e. has been commingled with other property which cannot be divided  
 10 without difficulty;

11 it is the intent of the United States of America, under 21 U.S.C. § 853(p), to seek forfeiture  
 12 of any other property of the defendant for the property listed above.

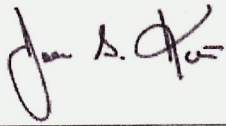
13 All under 18 U.S.C. § 981(a)(1)(C) with 28 U.S.C. § 2461(c); 18 U.S.C. § 1343; and  
 14 21 U.S.C. § 853(p).

15  
 16 **DATED** this 6<sup>th</sup> day of September, 2023.

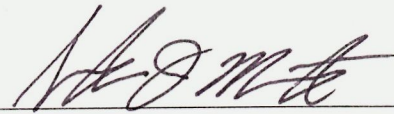
17 **A TRUE BILL:**

18  
 19  
 20 /S/  
 FOREPERSON OF THE GRAND JURY





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