

FILED by JA D.C.
Sep 29, 2020
ANGELA E. NOBLE
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
20-60106-CR-SINGHAL/SNOW
Case No. _____

18 U.S.C. § 371
18 U.S.C. § 982(a)(7)

UNITED STATES OF AMERICA

vs.

SEAN AARONSON,

Defendant.

_____ /

INFORMATION

The United States Attorney charges that:

GENERAL ALLEGATIONS

At all times material to this Information:

The Medicare Program

1. The Medicare Program (“Medicare”) a federal health care program that provided free or below-cost health care benefits to individuals who were sixty-five years of age or older or disabled. The benefits available under Medicare were governed by federal statutes and regulations. The United States Department of Health and Human Services (“HHS”), through its agency, the Centers for Medicare and Medicaid Services (“CMS”), oversaw and administered Medicare. Individuals who received benefits under Medicare were commonly referred to as Medicare “beneficiaries.”

2. Medicare was a “Federal health care program,” as defined by Title 42, United States Code, Section 1320a-7b(f).

3. Medicare was subdivided into multiple program “parts.” Medicare Part A covered

health services provided by hospitals, skilled nursing facilities, hospices, and home health agencies. Medicare Part B covered physician services and outpatient care, including an individual's access to durable medical equipment ("DME"), such as orthotic devices and wheelchairs.

Durable Medical Equipment

4. Orthotic devices were a type of DME that included rigid and semi-rigid devices, such as knee braces, back braces, shoulder braces, and wrist braces (collectively, "braces").

5. DME companies, physicians, and other health care providers that provided services to Medicare beneficiaries were referred to as Medicare "providers." To participate in Medicare, providers were required to submit an application in which the providers agreed to comply with all Medicare-related laws and regulations. If Medicare approved a provider's application, Medicare assigned the provider a Medicare "provider number." A health care provider with a Medicare provider number could file claims with Medicare to obtain reimbursement for services rendered to beneficiaries.

6. Enrolled Medicare providers agreed to abide by the policies, procedures, rules, and regulations governing reimbursement. To receive Medicare funds, enrolled providers were required to abide by the Anti-Kickback Statute and other laws and regulations. Providers were given access to Medicare manuals and services bulletins describing billing procedures, rules, and regulations.

7. Medicare reimbursed DME companies and other health care providers for services and items rendered to beneficiaries. To receive payment from Medicare, providers submitted or caused the submission of claims to Medicare, either directly or through a billing company.

8. A Medicare claim for DME reimbursement was required to set forth, among other

things, the beneficiary's name and unique Medicare identification number, the equipment provided to the beneficiary, the date the equipment was provided, the cost of the equipment, and the name and unique physician identification number of the physician who prescribed or ordered the equipment.

9. A claim for DME submitted to Medicare qualified for reimbursement only if it was medically necessary for the treatment of the beneficiary's illness or injury and prescribed by a licensed physician.

The Defendant, Related Entities and Individuals

10. U.S. Care Associates, LLC ("U.S. Care Associates") was a Florida corporation and purported marketing company with its principal place of business in Broward County, in the Southern District of Florida.

11. Dial4MD, Inc. ("Dial4MD") was a Florida corporation and purported telemedicine company with its principal place of business in Broward County, in the Southern District of Florida.

12. Emmanuel Silva, a resident of Palm Beach County, was a co-owner of U.S. Care Associates and Dial4MD.

13. Co-Conspirator 1, a resident of Broward County, was a co-owner of U.S. Care Associates and Dial4MD.

14. Co-Conspirator 2, a resident of San Diego County, California, was a client of U.S. Care Associates and the owner of DME Company 1.

15. Defendant **SEAN AARONSON**, a resident of Broward County, was the office manager of U.S. Care Associates.

**CONSPIRACY TO SOLICIT AND RECEIVE HEALTH CARE KICKBACKS
(18 U.S.C. § 371)**

From in or around August 2015, through in or around April 2019, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

SEAN AARONSON,

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate and agree with Emmanuel Silva, Co-Conspirator 1, Co-Conspirator 2, and others, known and unknown to the United States Attorney, to commit an offense against the United States, that is, to violate Title 42, United States Code, Section 1320a-7b(b)(1)(B), by knowingly and willfully soliciting and receiving remuneration, specifically, kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for purchasing, leasing, ordering, and arranging for and recommending purchasing, leasing, and ordering any good, facility, service, and item for which payment may be made in whole and in part under a Federal health care program, that is, Medicare.

Purpose of the Conspiracy

16. It was a purpose of the conspiracy for the defendant and his co-conspirators to unlawfully enrich themselves by, among other things: (a) soliciting and receiving kickbacks and bribes in return for signed doctors' orders for DME for Medicare beneficiaries for braces that were medically unnecessary, not eligible for Medicare reimbursement, and not provided as represented; (b) concealing the kickbacks and bribes; and (c) diverting proceeds of the kickback scheme for their personal use and benefit, the use and benefit of others, and to further the conspiracy.

Manner and Means

The manner and means by which the defendant and his co-conspirators sought to accomplish the object and purpose of the conspiracy included, among other things, the following:

17. **SEAN AARONSON** worked as the office manager for U.S. Care Associates, which purported to be a marketing company that would provide marketing services to DME companies. In reality, U.S. Care Associates sold doctors' orders generated by Dial4MD to DME companies, including DME Company 1, in exchange for kickbacks.

18. **SEAN AARONSON**, Emmanuel Silva, and Co-Conspirator 1 solicited kickbacks from DME companies in exchange for signed doctors' orders for DME for Medicare beneficiaries.

19. **SEAN AARONSON**, Emmanuel Silva, and Co-Conspirator 1 disguised the nature of these kickbacks by executing sham contracts that falsely stated that U.S. Care Associates provided business process outsourcing and administrative and marketing services.

20. **SEAN AARONSON**, Emmanuel Silva, and Co-Conspirator 1 provided DME clients with sham invoices for business process outsourcing and administrative marketing services, but separately generated an invoice review that tracked the number and type of doctors' orders that were transmitted to U.S. Care Associates' DME company clients in exchange of kickbacks.

21. **SEAN AARONSON**, Emmanuel Silva, Co-Conspirator 1, Co-Conspirator 2, and their co-conspirators, through DME Company 1, caused the submission of claims to Medicare that resulted in improper reimbursement to DME Company 1 of approximately \$1,030,434.

Overt Acts

In furtherance of the conspiracy, and to accomplish its object and purpose, at least one co-conspirator committed and caused to be committed, in the Southern District of Florida, at least one of the following overt acts, among others:

1 On or about April 2, 2018, **SEAN AARONSON** generated an invoice “review” that identified the patient names and type of brace prescribed in doctors’ orders transmitted to Co-Conspirator 2.

2. On or about July 27, 2018, **SEAN AARONSON** sent an invoice labeled “Invoice #001” to Co-Conspirator 2 for \$24,000 in “marketing” fees and \$16,000 in “business process outsourcing” services.

3. On or about July 30, 2018, **SEAN AARONSON** sent a text message to Co-Conspirator 2 informing him that doctors’ orders for knee braces would be available “by end of day” and asking that Co-Conspirator 2 “send over this week’s payment.”

All in violation of Title 18, United States Code, Section 371.

FORFEITURE
(18 U.S.C. § 982)

1. The allegations of this Information are re-alleged and by this reference fully incorporated herein for purposes of alleging criminal forfeiture to the United States of certain property in which the defendant, **SEAN AARONSON**, has an interest.

2. Upon conviction of a conspiracy to commit a violation of Title 42, United States Code, Section 1320a-7b, as alleged in this Information, the defendant shall forfeit to the United States any property constituting, or derived from, proceeds the person obtained directly or indirectly, as the result of such violation, pursuant to Title 18, United States Code, Section 982(a)(7).

3. The property subject to forfeiture as a result of the alleged offenses includes, but is not limited to, a forfeiture money judgment of \$1,127,000.

All pursuant to Title 18, United States Code, Sections 982(a)(7), and the procedures set forth in Title 21, United States Code, Section 853, as incorporated by Title 18, United States Code, Section 982(b)(1).



ARIANA FAJARDO ORSHAN
UNITED STATES ATTORNEY
SOUTHERN DISTRICT OF FLORIDA

DANIEL KAHN
ACTING CHIEF
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE

ALLAN MEDINA
DEPUTY CHIEF
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE



SARA CLINGAN
TRIAL ATTORNEY
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: SEAN AARONSON

Case No: _____

Count #: 1

Title 18, United States Code, Section 371

Conspiracy to Solicit and Receive Health Care Kickbacks

*Max Penalty: Five (5) years' imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

AO 455 (Rev. 01/09) Waiver of an Indictment

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

United States of America)
v.) Case No.
Sean Aaronson,)
Defendant)

WAIVER OF AN INDICTMENT

I understand that I have been accused of one or more offenses punishable by imprisonment for more than one year. I was advised in open court of my rights and the nature of the proposed charges against me.

After receiving this advice, I waive my right to prosecution by indictment and consent to prosecution by information.

Date: _____

Defendant's signature

Signature of defendant's attorney

Printed name of defendant's attorney

Judge's signature

Judge's printed name and title