

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

UNITED STATES OF AMERICA

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§

v.

STEVEN CHURCHILL (01)  
SAMSON SOLOMON (02)  
DAVID WARREN (03)  
DANIEL STADTMAN (04)

No. 4:20-CR-  
JUDGE

252  
Mazzant

INDICTMENT

THE UNITED STATES GRAND JURY CHARGES:

General Allegations

At all times relevant to this Indictment:

The Medicare Program

1. The Medicare Program (“Medicare”) is a federal health care program providing benefits to persons who are over the age of sixty-five and some persons under the age of sixty-five who are blind or disabled. Medicare is administered by the Centers for Medicare and Medicaid Services (CMS), a federal agency under the United States Department of Health and Human Services (HHS). Individuals who receive benefits under Medicare are referred to as Medicare “beneficiaries.”

2. Medicare is a “health care benefit program,” as defined by Title 18, United States Code, Section 24(b), in that it is a public plan affecting commerce under which medical benefits, items, and services are provided to individuals and under which

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CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF TEXAS

individuals and entities who provide medical benefits, items, or services may obtain payments.

3. Medicare is a “Federal health care program,” as defined by Title 42, United States Code, Section 1320a-7b(f), in that it is a plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States Government.

4. The Medicare payment system is comprised of four parts: Medicare Part A, which provides, among other things, hospital, home health, and skilled nursing care; Medicare Part B, which provides coverage for physician services and outpatient care, including coverage for durable medical equipment, prosthetics, orthotics, and supplies (DMEPOS); Medicare Part C, which provides managed care coverage; and Medicare Part D, which covers prescription drug benefits.

5. A Medicare Administrative Contractor (MAC) is a private health care insurer that has been awarded a geographic jurisdiction to process Medicare Part A and Part B claims for Medicare Fee-For-Service beneficiaries. The MAC also administers the provider enrollment process. CMS relies on a network of MACs to serve as the primary operational contact between the Medicare program and health care providers enrolled, or seeking to become enrolled, in the program.

6. DMEPOS is equipment that may be used in the home on a repeated basis for a medical purpose. DMEPOS suppliers who meet certain criteria may obtain Medicare provider numbers, which allow them to submit claims directly to Medicare in

order to receive reimbursement for the cost of DMEPOS supplied to eligible Medicare beneficiaries.

7. DMEPOS companies are prohibited from receiving payments for items or services:

- a. That are not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member or which are not reasonable and necessary for the prevention of illness,
- b. For which the individual furnished such items or services has no legal obligation to pay and which no other person has a legal obligation to provide or pay for,
- c. That constitute personal comfort items, or
- d. Where such items are for custodial care.

8. It is the obligation of the health care providers, including DMEPOS companies, to assure that services or items:

- a. Are provided economically and only when, and to the extent, medically necessary, and
- b. Are supported by evidence of medical necessity.

9. Orthotic devices are a type of DMEPOS that includes rigid and semi-rigid devices such as ankle, knee, back, elbow, wrist, and hand braces.

10. Physicians, DMEPOS companies, and other healthcare providers that provide services to Medicare beneficiaries are referred to as Medicare “providers.” To

participate in Medicare, providers are required to submit an application in which they certify that they understand and will abide by the federal laws and regulations governing their participation in Medicare, including a specific understanding of 42 U.S.C. § 1320a-7b(b), Illegal Remunerations, also known as the Anti-Kickback Statute.

11. When Medicare approves a provider's application, Medicare issues the provider a unique provider number, known as a National Provider Identifier ("NPI"). Medicare uses the NPI to identify the provider in claims submitted for payment. CMS contracts with MACs to perform all enrollment activities for providers.

12. Upon enrollment, Medicare issues providers a provider manual that describes the requirements to participate in the Medicare program, as well as ongoing newsletters advising them of the additional requirements for participation and instructions on what services Medicare covers. Medicare manuals and other resources are also publically-available online.

13. CMS also contracts with MACs to administer Medicare Part B claim payments, which includes claims for DMEPOS. Each time a provider submits a claim to Medicare, the provider certifies the claim is true, correct, and complete, and complies with all Medicare laws and regulations. The claims are generally submitted electronically.

14. Individuals who qualify for Medicare benefits are commonly referred to as Medicare beneficiaries. Each beneficiary is assigned a Health Insurance Claims Number ("HICN").

15. A provider, including a DMEPOS company, enrolled as a Medicare provider is able to file claims with Medicare to obtain payment for services provided to beneficiaries. A Medicare claim for DMEPOS reimbursement is required to set forth, among other things, the beneficiary's name and Medicare HICN, the equipment provided to the beneficiary, the date the equipment was provided, the cost of the equipment, and the name and identification number of the physician or other health care provider who prescribed or ordered the equipment.

16. Under Medicare rules, Medicare Part B pays for the cost of medically necessary orthotic braces and equipment when supplied to a beneficiary if the beneficiary had a debilitating medical condition which would be improved by the use of an orthotic brace, and the need for the orthotic brace was documented by a licensed physician or approved medical practitioner in the form of a physician's order or, in some cases, a CMN.

17. In order for a DME supplier to be paid for providing an orthotic brace to a beneficiary, Medicare requires the supplier to obtain documentation that the orthotic brace was medically necessary. Although no specific document outside of a physician's order or CMN is required to support the patient's medical need for the equipment, the patient's treating physician is required to assess the patient's need for and potential benefit from an orthotic brace.

### **Special Fraud Alert**

18. In January 2010, the HHS Office of Inspector General (OIG) reissued an updated Special Fraud Alert on Telemarketing by Durable Medical Equipment Suppliers,

which the OIG originally issued in March 2003. In the Special Fraud Alert, the OIG stated that Section 1834(a)(17)(A) of the Social Security Act prohibits DMEPOS providers from making unsolicited phone calls to Medicare beneficiaries, unless they meet one of three exceptions: (1) the beneficiary gave written permission to the provider to make contact by telephone; (2) the contact is regarding a covered item the provider already furnished to the beneficiary; or (3) the supplier has furnished at least one covered item to the beneficiary during the preceding fifteen months. The OIG emphasized that pursuant to the Social Security Act, DMEPOS providers cannot use an independent marketing firm to make unsolicited telephone calls to Medicare beneficiaries to market DME. In addition, the OIG stated that “a DME supplier is responsible for verifying that marketing activities performed by third parties with which the supplier contracts or otherwise does business do not involve prohibited activity and that information purchased from such third parties was neither obtained, nor derived, from prohibited activity.”

**The Defendants and Associated Companies**

19. **Steven Churchill** resided in or around Boca Raton, Florida.
20. **Samson Solomon** resided in or around West Palm Beach, Florida.
21. LPI Media Group, Inc. (LPI Media Group) was a Florida company. LPI Media Group was formed in or about March 2016. The company is currently active. **Steven Churchill** is the Owner and President of LPI Media Group. **Samson Solomon** worked on behalf of LPI Media Group.
22. **David Warren** resided in or around Boca Raton, Florida.

23. M&M Medical Support, LLC was a Florida limited liability company owned by **David Warren**. David Warren formed M&M Medical Support on August 11, 2016. On November 13, 2017, M&M Medical Support became a DMEPOS Medicare provider, specifically providing braces.

24. **Daniel Stadtman** resided in or around Allen, Texas.

25. Unindicted Co-conspirator 1 resided in or around McKinney, Texas.

26. Dandee Group, LLC was a Texas limited liability company owned by **Daniel Stadtman** and Unindicted Co-conspirator 1. **Daniel Stadtman** formed Dandee Group, LLC on February 8, 2017.

27. Unindicted Co-conspirator 2 resided in or around Flower Mound, Texas.

28. Unindicted Co-conspirator 3 resided in or around McKinney, Texas.

29. MedPro was an assumed name for a business owned by Unindicted Co-conspirator 1 and Unindicted Co-conspirator 2. MedPro became inactive in or around August 2018. Unindicted Co-conspirator 3 was an employee of MedPro.

30. LAC Media Group was an assumed name for a business owned by Unindicted Co-conspirator 1. Unindicted Co-conspirator 3 was an employee of LAC Media Group.

**COUNT 1**

Violation: 18 U.S.C. § 371  
(Conspiracy to Commit Illegal  
Remunerations)

1. The General Allegations sections of this Indictment are realleged and incorporated by reference as though fully set forth herein.
2. From in or around February 2018, and continuing thereafter until or about April 2019, the exact dates being unknown, in the Eastern District of Texas, and elsewhere, the defendants, **Steven Churchill, Samson Solomon, David Warren, and Daniel Stadtman**, knowingly and willfully conspired and agreed with others, both known and unknown to the Grand Jury, to commit and abet certain offenses against the United States:
  - a. to violate the Anti-Kickback statute by knowingly and willfully soliciting or receiving any remuneration, including any kickback, directly or indirectly, overtly or covertly, in cash or in kind, in return for referring Medicare beneficiaries to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program, namely the Medicare program, in violation of 42 U.S.C. § 1320a-7b(b)(1)(A);
  - b. to violate the Anti-Kickback statute by knowingly and willfully soliciting or receiving any remuneration, including any kickback, directly or indirectly, overtly or covertly, in cash or in kind, in return



for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program, namely the Medicare program, in violation of 42 U.S.C. § 1320a-7b(b)(1)(B);

- c. to violate the Anti-Kickback statute by knowingly and willfully offering or paying remuneration, including any kickback, directly or indirectly, overtly or covertly, in cash or in kind, to any person to induce the referral of Medicare beneficiaries for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program, namely the Medicare program, in violation of 42 U.S.C. § 1320a-7b(b)(2)(A); and
- d. to violate the Anti-Kickback statute by knowingly and willfully offering or paying remuneration, including any kickback, directly or indirectly, overtly or covertly, in cash or in kind, to any person to induce the purchase, lease, order, or arrange for or recommend purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program, namely the Medicare program, in violation of 42 U.S.C. § 1320a-7b(b)(2)(B).

### Object of the Conspiracy

3. It was the object of the conspiracy for the defendants, **Steven Churchill, Samson Solomon, David Warren, and Daniel Stadtman**, and their co-conspirators to unlawfully enrich themselves by paying and receiving kickbacks in exchange for the referral of and arranging for health care business for which payment may be made in whole or in part under the Medicare program, to conceal the kickback arrangements, and to use the kickbacks and the proceeds of the kickback arrangements for their personal benefit, as well as that of others.

### Manner and Means of the Conspiracy

The manner and means by which the defendants and their co-conspirators sought to accomplish the object and purpose of the conspiracy included, among others, the following:

4. **M&M Medical Support** was a DMEPOS provider in Florida that specialized in braces, also known as orthotics.

5. **David Warren**, individually and through his company **M&M Medical**, paid a network of “patient lead companies” in exchange for signed prescriptions for braces.

6. **Daniel Stadtman, Steven Churchill, Samson Solomon**, Unindicted Co-conspirator 1, Unindicted Co-conspirator 2, and Unindicted Co-conspirator 3, individually and through their companies, generated business for **M&M Medical Support**, and other DMEPOS providers, in exchange for kickback payments, namely payments in

exchange for, or arranging for, orthotics referrals for which payment may be made in whole or in part under the Medicare, Medicaid, or other Federal health care programs.

7. **Daniel Stadtman**, individually and through his company Dandee Group, obtained the orthotics referrals he sold to M&M Medical Support and other DMEPOS providers by making kickback payments to Unindicted Co-conspirator 1, Unindicted Co-conspirator 2, and Unindicted Co-conspirator 3, individually and through their company MedPro, in exchange for orthotics referrals for which payment may be made in whole or in part under the Medicare, Medicaid, or other Federal health care programs.

8. Unindicted Co-conspirator 1, Unindicted Co-conspirator 2, and Unindicted Co-conspirator 3, individually and through their companies MedPro and LAC Media Group, obtained the orthotics referrals for which payment may be made in whole or in part under the Medicare, Medicaid, or other Federal health care programs that they later sold to **David Warren** and M&M Medical Support and other DMEPOS providers, by making kickback payments to **Steven Churchill** and **Samson Solomon**, individually and through LPI Media Group, in exchange for Medicare patient information.

9. Using the patient lead information, Unindicted Co-conspirator 1, Unindicted Co-conspirator 2, and Unindicted Co-conspirator 3, individually and through their companies, created fictitious prescriptions for braces and sold the fictitious prescriptions as referrals for which payment may be made in whole or in part under the Medicare, Medicaid, or other Federal health care programs to **Steven Churchill**, **Samson Solomon**, **David Warren**, and **Daniel Stadtman**, individually and through their companies.

10. **David Warren**, individually and through M&M Medical Support, paid approximately \$433,500 for orthotics referrals.

11. After receiving the orthotics referrals from the “patient lead companies,” M&M Medical Support submitted claims to Medicare for payment. M&M Medical Support billed Medicare at least \$3,781,105 for orthotics generated from the referrals it obtained from his co-conspirators. Medicare paid M&M Medical Support at least \$763,869 for those orthotics.

12. **Steven Churchill** and **Samson Solomon**, individually and through LPI Media Group, paid approximately \$1,223,126.56 for orthotics referrals.

#### Overt Acts

In furtherance of the conspiracy and to effect the objects thereof, the following overt acts, among others, were committed in the Eastern District of Texas and elsewhere:

#### David Warren’s Payments to Dandee Group and LAC Media Group

13. On or about February 1, 2018, **David Warren** entered into an illegal remuneration agreement with **Daniel Stadtman** and Unindicted Co-conspirator 1 through their business Dandee Group. Between February 2018 and August 2018, **David Warren** paid Dandee Group approximately \$192,250 in exchange for orthotics referrals.

14. On or about the dates specified below in the payment date column, to the particular entity or individual specified, and in the amounts specified, a portion of which constituted illegal remunerations, **David Warren**, individually and through his company M&M Medical Support, knowingly and willfully paid remuneration, including any kickback, directly and indirectly, overtly and covertly, in cash and in kind, to **Daniel**

**Stadtman** and Unindicted Co-conspirator 1, through their business Dandee Group, for the referral of and arranging for the furnishing of any item and service for which for which payment may be made in whole and in part under the Medicare program and in return for arranging for the ordering of any service and item for which payment may be made in whole and in part under the Medicare program; and **Daniel Stadtman** and Unindicted Co-conspirator 1, acting through Dandee Group, knowingly and willfully received remuneration, including any kickback, directly and indirectly, overtly and covertly, in cash and in kind, in return for referring Medicare beneficiaries for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part under the Medicare program and in return for arranging for the ordering of any service and item for which payment may be made in whole and in part under the Medicare program.

<b>Overt Act</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Entity</b>
a.	2/5/2018	\$9,000	Dandee Group
b.	4/6/2018	\$6,750	Dandee Group
c.	4/16/2018	\$6,750	Dandee Group
d.	4/19/2018	\$6,750	Dandee Group
e.	4/23/2018	\$6,750	Dandee Group
f.	4/30/2018	\$9,000	Dandee Group
g.	5/4/2018	\$7,000	Dandee Group
h.	5/8/2018	\$9,000	Dandee Group
i.	5/10/2018	\$6,750	Dandee Group
j.	5/22/2018	\$9,000	Dandee Group
k.	5/25/2018	\$9,000	Dandee Group
l.	6/1/2018	\$9,000	Dandee Group
m.	6/8/2018	\$9,000	Dandee Group
n.	6/25/2018	\$10,500	Dandee Group
o.	7/2/2018	\$10,500	Dandee Group

<b>Overt Act</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Entity</b>
p.	7/9/2018	\$10,500	Dandee Group
q.	7/16/2018	\$10,500	Dandee Group
r.	7/20/2018	\$10,500	Dandee Group
s.	7/23/2018	\$2,250	Dandee Group
t.	7/30/2018	\$10,500	Dandee Group
u.	7/30/2018	\$2,250	Dandee Group
v.	8/6/2018	\$10,500	Dandee Group
w.	8/14/2018	\$10,500	Dandee Group

15. On or about October 11, 2018, **David Warren** entered into an illegal remuneration agreement with Unindicted Co-conspirator 1, who was acting through his business, LAC Media Group. Between October 2018 and May 2019, **David Warren** paid LAC Media Group approximately \$240,750 in exchange for orthotics referrals.

16. On or about the dates specified below in the payment date column, to the particular entity or individual specified, and in the amounts specified, a portion of which constituted illegal remunerations, **David Warren**, individually and through his company M&M Medical Support, knowingly and willfully paid remuneration, including any kickback, directly and indirectly, overtly and covertly, in cash and in kind, to Unindicted Co-conspirator 1, through his business LAC Media Group, for the referral of and arranging for the furnishing of any item and service for which for which payment may be made in whole and in part under the Medicare program and in return for arranging for the ordering of any service and item for which payment may be made in whole and in part under the Medicare program; and Unindicted Co-conspirator 1, acting through LAC Media Group, knowingly and willfully received remuneration, including any kickback, directly and indirectly, overtly and covertly, in cash and in kind, in return for referring

Medicare beneficiaries for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part under the Medicare program and in return for arranging for the ordering of any service and item for which payment may be made in whole and in part under the Medicare program.

<b>Overt Act</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Entity</b>
a.	10/12/2018	\$5,625.00	LAC Media Group
b.	10/18/2018	\$5,625.00	LAC Media Group
c.	10/25/2018	\$5,625.00	LAC Media Group
d.	10/29/2018	\$3,375.00	LAC Media Group
e.	11/1/2018	\$9,000.00	LAC Media Group
f.	11/6/2018	\$9,000.00	LAC Media Group
g.	11/14/2018	\$9,000.00	LAC Media Group
h.	11/16/2018	\$9,000.00	LAC Media Group
i.	11/21/2018	\$9,000.00	LAC Media Group
j.	11/26/2018	\$9,000.00	LAC Media Group
k.	11/28/2018	\$9,000.00	LAC Media Group
l.	12/3/2018	\$9,000.00	LAC Media Group
m.	12/7/2018	\$9,000.00	LAC Media Group
n.	12/14/2018	\$9,000.00	LAC Media Group
o.	12/19/2018	\$5,625.00	LAC Media Group
p.	1/7/2019	\$5,625.00	LAC Media Group
q.	1/10/2019	\$5,625.00	LAC Media Group
r.	1/15/2019	\$5,625.00	LAC Media Group
s.	1/17/2019	\$5,625.00	LAC Media Group
t.	1/23/2019	\$5,625.00	LAC Media Group
u.	1/25/2019	\$9,000.00	LAC Media Group
v.	1/30/2019	\$9,000.00	LAC Media Group
w.	2/1/2019	\$9,000.00	LAC Media Group
x.	2/7/2019	\$9,000.00	LAC Media Group
y.	2/12/2019	\$9,000.00	LAC Media Group
z.	2/14/2019	\$9,000.00	LAC Media Group
aa.	2/20/2019	\$9,000.00	LAC Media Group
bb.	2/22/2019	\$9,000.00	LAC Media Group
cc.	2/27/2019	\$9,000.00	LAC Media Group
dd.	3/27/2019	\$4,500.00	LAC Media Group

<b>Overt Act</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Entity</b>
ee.	4/4/2019	\$4,500.00	LAC Media Group
ff.	4/9/2019	\$4,500.00	LAC Media Group
gg.	5/21/2019	\$2,250.00	LAC Media Group

**Dandee Group Payments to MedPro and LAC Media Group**

17. Between May 2018 and August 2018, **Daniel Stadtman** paid MedPro and LAC Media Group approximately \$37,000 in exchange for orthotics referrals.

18. On or about the dates specified below in the payment date column, to the particular entity or individual specified, and in the amounts specified, a portion of which constituted illegal remunerations, **Daniel Stadtman** through Dandee Group knowingly and willfully paid remuneration, including any kickback, directly and indirectly, overtly and covertly, in cash and in kind, to Unindicted Co-conspirator 1, Unindicted Co-conspirator 2, and Unindicted Co-conspirator 3, through MedPro and LAC Media Group, for arranging for the furnishing of any item and service for which payment may be made in whole and in part under the Medicare program and in return for arranging for the ordering of any service and item for which payment may be made in whole and in part under the Medicare program; and Unindicted Co-conspirator 1, Unindicted Co-conspirator 2, and Unindicted Co-conspirator 3, through MedPro and LAC Media Group, knowingly and willfully received remuneration, including any kickback, directly and indirectly, overtly and covertly, in cash and in kind, in return for arranging for the furnishing of any item and service for which payment may be made in whole and in part under the Medicare program and in return for arranging for the ordering of any service



and item for which payment may be made in whole and in part under the Medicare program.

<b>Overt Act</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Entity</b>
a.	5/31/2018	\$2,000.00	MedPro
b.	6/11/2018	\$4,000.00	MedPro
c.	6/25/2018	\$3,000.00	MedPro
d.	7/6/2018	\$3,000.00	MedPro
e.	7/10/2018	\$3,000.00	MedPro
f.	7/16/2018	\$2,000.00	LAC Media Group
g.	7/16/2018	\$3,000.00	MedPro
h.	7/24/2018	\$2,000.00	LAC Media Group
i.	7/24/2018	\$3,000.00	MedPro
j.	7/31/2018	\$3,000.00	MedPro
k.	7/31/2018	\$2,000.00	LAC Media Group
l.	8/6/2018	\$2,000.00	LAC Media Group
m.	8/6/2018	\$3,000.00	MedPro
n.	8/14/2018	\$2,000.00	LAC Media Group
o.	8/14/2018	\$3,000.00	MedPro

**LPI Media Group Payments to MedPro and LAC Media Group**

19. Between July 2018 and April 2019, **Steven Churchill** and **Samson Solomon**, through LPI Media Group, paid MedPro and LAC Media Group approximately \$1,223,126.56 in exchange for orthotics referrals.

20. On or about the dates specified below in the payment date column, to the particular entity or individual specified, and in the amounts specified, a portion of which constituted illegal remunerations, **Steven Churchill** and **Samson Solomon**, through LPI Media Group, knowingly and willfully paid remuneration, including any kickback, directly and indirectly, overtly and covertly, in cash and in kind, to Unindicted Co-conspirator 1, Unindicted Co-conspirator 2, and Unindicted Co-conspirator 3, through

MedPro and LAC Media Group, for arranging for the furnishing of any item and service for which payment may be made in whole and in part under the Medicare program and in return for arranging for the ordering of any service and item for which payment may be made in whole and in part under the Medicare program; and Unindicted Co-conspirator 1, Unindicted Co-conspirator 2, and Unindicted Co-conspirator 3, through MedPro and LAC Media Group, knowingly and willfully received remuneration, including any kickback, directly and indirectly, overtly and covertly, in cash and in kind, in return for arranging for the furnishing of any item and service for which payment may be made in whole and in part under the Medicare program and in return for arranging for the ordering of any service and item for which payment may be made in whole and in part under the Medicare program.

<b>Overt Act</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Entity</b>
a.	7/23/2018	\$9,500.00	MedPro
b.	7/30/2018	\$17,280.00	MedPro
c.	8/7/2018	\$16,800.00	MedPro
d.	8/15/2018	\$20,160.00	MedPro
e.	8/22/2018	\$20,756.00	LAC Media Group
f.	8/22/2018	\$22,960.00	LAC Media Group
g.	8/28/2018	\$38,880.00	LAC Media Group
h.	9/5/2018	\$30,560.00	LAC Media Group
i.	9/12/2018	\$39,920.00	LAC Media Group
j.	9/19/2018	\$19,460.00	LAC Media Group
k.	9/27/2018	\$31,150.00	LAC Media Group
l.	10/3/2018	\$7,420.00	LAC Media Group
m.	10/9/2018	\$15,330.00	LAC Media Group
n.	10/16/2018	\$19,250.00	LAC Media Group
o.	10/23/2018	\$15,960.00	LAC Media Group
p.	10/30/2018	\$17,850.00	LAC Media Group
q.	11/8/2018	\$23,730.00	LAC Media Group

<b>Overt Act</b>	<b>Payment Date</b>	<b>Amount</b>	<b>Entity</b>
r.	11/15/2018	\$30,000.00	LAC Media Group
s.	11/20/2018	\$7,100.00	LAC Media Group
t.	11/21/2018	\$49,420.00	LAC Media Group
u.	11/28/2018	\$22,400.00	LAC Media Group
v.	11/29/2018	\$12,040.00	LAC Media Group
w.	12/7/2018	\$59,990.00	LAC Media Group
x.	12/13/2018	\$31,720.00	LAC Media Group
y.	12/27/2018	\$43,730.00	LAC Media Group
z.	12/31/2018	\$45,830.00	LAC Media Group
aa.	1/7/2019	\$21,280.00	LAC Media Group
bb.	1/15/2019	\$33,180.00	LAC Media Group
cc.	1/22/2019	\$49,000.00	LAC Media Group
dd.	1/25/2019	\$38,080.00	LAC Media Group
ee.	2/4/2019	\$26,040.00	LAC Media Group
ff.	2/8/2019	\$33,250.00	LAC Media Group
gg.	2/14/2019	\$50,890.00	LAC Media Group
hh.	2/22/2019	\$37,450.00	LAC Media Group
ii.	3/1/2019	\$25,000.00	LAC Media Group
jj.	3/4/2019	\$12,130.00	LAC Media Group
kk.	3/8/2019	\$39,510.00	LAC Media Group
ll.	3/15/2019	\$40,000.00	LAC Media Group
mm.	3/19/2019	\$15,900.00	LAC Media Group
nn.	3/21/2019	\$52,780.00	LAC Media Group
oo.	3/31/2019	\$37,500.00	LAC Media Group
pp.	4/2/2019	\$13,460.56	LAC Media Group
qq.	4/5/2019	\$28,480.00	LAC Media Group

All in violation of 18 U.S.C. § 371.

**NOTICE OF INTENT TO SEEK CRIMINAL FORFEITURE**

Pursuant to 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982(a)(7), and 28 U.S.C. § 2461(c)

1. The allegations contained in Count 1 this Indictment are realleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeiture to the United States of America of certain property in which the defendants have an interest.

2. Upon conviction of any violation of 18 U.S.C. § 371, the defendants, **Steven Churchill, Samson Solomon, David Warren, and Daniel Stadtman**, shall forfeit to the United States any property, real or personal, that constitutes or is derived from proceeds traceable to a violation of any offense constituting “specified unlawful activity,” pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

3. Upon conviction of any Federal health care offense, the defendants, **Steven Churchill, Samson Solomon, David Warren, and Daniel Stadtman**, shall forfeit to the United States any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense, pursuant to 18 U.S.C. § 982(a)(7).

4. Pursuant to 21 U.S.C. § 853(p), as incorporated by reference by 18 U.S.C. § 982(b), if any of the forfeitable property, or any portion thereof, 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 subdivided without difficulty;

it is the intent of the United States to seek the forfeiture of other property of the defendant up to the value of the above-described forfeitable properties, including, but not limited to, any identifiable property in the name of the defendants, **Steven Churchill, Samson Solomon, David Warren, and Daniel Stadtman.**

5. The property which is subject to forfeiture, includes but is not limited to the following:

Cash Proceeds:

A sum of money equal to \$2,919,135.00 in United States currency, and all interest and proceeds traceable thereto, representing the proceeds of the offense, for which the defendants are personally liable.

6. By virtue of the commission of the offenses alleged in this Indictment, any and all interest the defendants have in the above-described property is vested in the United States and hereby forfeited to the United States pursuant to 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982(a)(7), and 28 U.S.C. § 2461(c).

All pursuant to 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982(a)(7), and 28 U.S.C. § 2461(c) and the procedures set forth at 21 U.S.C. § 853, as made applicable through 18 U.S.C. § 982(b)(1).

A TRUE BILL

9/9/2020  
Date

JA  
GRAND JURY FOREPERSON

STEPHEN J. COX  
UNITED STATES ATTORNEY

  
NATHANIEL C. KUMMERFELD  
ASSISTANT UNITED STATES ATTORNEY

  
ADRIAN GARCIA  
ASSISTANT UNITED STATES ATTORNEY

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

UNITED STATES OF AMERICA	§	
	§	No. 4:20-CR-
v.	§	JUDGE _____
	§	
STEVEN CHURCHILL (01)	§	
SAMSON SOLOMON (02)	§	
DAVID WARREN (03)	§	
DANIEL STADTMAN (04)	§	

**NOTICE OF PENALTY**

**COUNT 1**

VIOLATION: 18 U.S.C. § 371  
Conspiracy to Commit Illegal Remunerations

PENALTY: Imprisonment of not more than five (5) years; the greater of a fine not to exceed \$250,000, a fine not to exceed two times the gross gain to the Defendant, or a fine not to exceed two times the loss to the victim, or both such imprisonment and fine; and a term of supervised release of not more than three (3) years.

SPECIAL ASSESSMENT: \$100.00