

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
**24-20237-CR-ALTMAN/SANCHEZ**

Case No. \_\_\_\_\_

18 U.S.C. § 1956(h)  
18 U.S.C. § 1957(a)  
18 U.S.C. § 1956(a)(1)(B)(i)  
18 U.S.C. § 982(a)(1)

FILED BY     Mp     D.C.

**Jun 6, 2024**

ANGELA E. NOBLE  
CLERK U.S. DIST. CT.  
S. D. OF FLA. - Miami

UNITED STATES OF AMERICA

vs.

SANTIAGO GARCIA JORGE,

Defendant.

**INDICTMENT**

The Grand Jury charges that:

**GENERAL ALLEGATIONS**

At all times relevant to this Indictment:

**The Medicare Program**

1. The Medicare Program (“Medicare”) was 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 Center 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 “health care benefit program” as defined in Title 18, United States Code, Section 24(b).

3. Medicare was subdivided into multiple program “parts.” Medicare Part B covered physician services and outpatient care, including an individual’s access to durable medical equipment (“DME”).

### **The Medicaid Program**

4. The Florida Medicaid Program (“Medicaid”) was a partnership between the State of Florida and the federal government that provided health care benefits to certain low-income individuals and families in Florida. The benefits available under Medicaid were governed by federal and state statutes and regulations. Medicaid was administered by CMS and the State of Florida's Agency for Health Care Administration (“AHCA”). Individuals who received benefits under Medicaid were commonly referred to as Medicaid “recipients.”

5. Medicaid reimbursed DME companies and other health care providers for items and services rendered to recipients, including DME. To receive payment from Medicaid, providers submitted or caused the submission of claims to Medicaid, either directly or through a Medicaid Managed Care Organization (“MCO”).

6. Medicare beneficiaries who were dual-enrolled Medicaid recipients were referred to as “dual-eligible beneficiaries.” To receive payment for dual eligible beneficiaries, providers submitted or caused the submission of claims to Medicare and Medicaid, either directly or through a billing company or MCO. Medicare would reimburse the primary cost (80%) and Medicaid would cover the secondary cost (20%) for dual-eligible beneficiaries. Medicaid was funded with both federal and state money, and was a “health care benefit program,” as defined by Title 18, United States Code, Section 24(b).

**Durable Medical Equipment**

7. DME was equipment designed for everyday or extended use and for a medical purpose, such as orthotic devices, collagen dressing, wheelchairs, prosthetic limbs, nebulizers, and oxygen concentrators.

8. DME companies, physicians, and other health care providers that provided services to Medicare beneficiaries and Medicaid recipients were referred to as “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.

9. Medicare reimbursed DME companies and other health care providers for items and services 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.

10. 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.

11. 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.

**Relevant Banks**

12. Bank 1 was a financial institution based in Charlotte, North Carolina with branch locations located in the Southern District of Florida, and elsewhere.

13. Bank 2 was a financial institution based in Birmingham, Alabama with branch locations located in the Southern District of Florida, and elsewhere.

14. Bank 3 was a financial institution based in New York, New York with branch locations located in the Southern District of Florida, and elsewhere.

15. Bank 4 was a financial institution based in Memphis, Tennessee with branch locations located in the Southern District of Florida, and elsewhere.

16. Bank 5 was a financial institution based in Cherry Hill, New Jersey with branch locations located in the Southern District of Florida, and elsewhere.

**The Defendant and Related Entities**

17. Gold Medical Supply Inc (“Gold Medical”) was a Florida corporation located in Cape Coral, Florida, that purportedly provided DME to Medicare beneficiaries. Gold Medical held corporate bank accounts at Bank 1 ending in 7733 (the “Gold Medical Bank 1A Account”), at Bank 1 ending in 6854 (the “Gold Medical Bank 1B Account), at Bank 2 ending in 5284 (the “Gold Medical Bank 2 Account”), and at Bank 3 ending in 0381 (the “Gold Medical Bank 3 Account”).

18. East Coast Trading Supply, Inc. (“East Coast”) was a Florida corporation located in Miami, Florida, that purportedly provided food and beverage supplies to restaurants. East Coast held a corporate bank account at Bank 4 ending in 6808 (the “East Coast Account”).

19. Florida Metro Contracting Services, Co. (“Florida Metro”) was a Florida corporation located in Miami, Florida, that purportedly provided construction contracting

services. Florida Metro held a corporate bank account at Bank 5 ending in 5002 (the “Florida Metro Account”).

20. MDL Wholesale Corp (“MDL Wholesale”) was a Florida corporation located in North Miami, Florida. MDL Wholesale held a corporate bank account at Bank 5 ending in 9029 (the “MDL Wholesale Account”).

21. East Coast, Florida Metro, and MDL Wholesale were shell companies that received Medicare and Medicaid funds from Gold Medical and transferred those funds to other entities and individuals (the “Shell Companies”).

22. Julio Arsenio Rodriguez was the registered agent and sole officer of East Coast and Florida Metro, and a resident of Miami-Dade County, Florida.

23. Marelys Ruiz Ulloa was the registered agent and president of MDL Wholesale, and a resident of Miami-Dade County, Florida.

24. Defendant **SANTIAGO GARCIA JORGE** was the president and registered agent of Gold Medical, and a resident of Miami-Dade County, Florida.

**COUNT 1**  
**Conspiracy to Commit Money Laundering**  
**(18 U.S.C. § 1956(h))**

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as if fully set forth herein.

2. From in or around October 2020, and continuing through in or around December 2021, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**SANTIAGO GARCIA JORGE,**

did knowingly and voluntarily combine, conspire, confederate and agree with Julio Arsenio Rodriguez, Marelys Ruiz Ulloa, and other persons known and unknown to the Grand Jury, to commit offenses against the United States, that is:

(a) to knowingly conduct a financial transaction affecting interstate and foreign commerce, which transaction involved the proceeds of specified unlawful activity, knowing that the property involved in the transaction represented the proceeds of some form of unlawful activity, and knowing that the transaction was designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i); and

(b) to knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, and such property having been derived from specified unlawful activity, knowing that the property involved in the monetary transaction was derived from some form of unlawful activity, in violation of Title 18, United States Code, Section 1957(a).

It is further alleged that the specified unlawful activity was health care fraud, in violation of Title 18, United States Code, Section 1347.

All in violation of Title 18, United States Code, Section 1956(h).

### **PURPOSE OF THE CONSPIRACY**

3. It was a purpose of the conspiracy for the defendant and his co-conspirators to unlawfully enrich themselves by laundering the proceeds of fraudulent claims submitted by Gold Medical to Medicare and Medicaid into and through the bank accounts of the Shell Companies in the Southern District of Florida, as well as through cash withdrawals.

**MANNER AND MEANS OF THE CONSPIRACY**

The manner and means by which the defendant and his co-conspirators sought to accomplish the object and purpose of the scheme and artifice included, among others, the following:

4. From in or around October 2020 through in or around March 2021, Gold Medical submitted false and fraudulent claims to Medicare and Medicaid in the approximate amount of \$7,498,260 for DME that was medically unnecessary and not provided to Medicare beneficiaries as represented. As a result of such false and fraudulent claims, Medicare and Medicaid paid approximately \$1,402,478 to Gold Medical through the Gold Medical Bank 1A Account.

5. Upon deposit of the fraud proceeds into the Gold Medical Bank 1A Account, **SANTIAGO GARCIA JORGE** transferred approximately \$1,384,875 of the fraud proceeds to the Shell Companies located in the Southern District of Florida.

6. **SANTIAGO GARCIA JORGE** wrote checks from the Gold Medical Bank 1A Account to Florida Metro and East Coast in the approximate amount of \$174,990 that were deposited at bank branches in the Southern District of Florida.

7. **SANTIAGO GARCIA JORGE** separately transferred, by check, approximately \$1,209,855 in fraud proceeds from Gold Medical Account 1A to the Gold Medical Bank 2 Account and Gold Medical Bank 3 Account, located in the Southern District of Florida, before transferring these funds to the Shell Companies located in the Southern District of Florida.

8. **SANTIAGO GARCIA JORGE** also made regular cash withdrawals of \$1,000 from the Gold Medical Bank 1A Account from ATM locations in the Southern District of Florida.

9. Julio Arsenio Rodriguez made cash withdrawals from East Coast and Florida Metro and wrote checks from East Coast and Florida Metro to himself and other companies he controlled.

10. Marelys Ruiz Ulloa transferred money from MDL Wholesale to her personal bank account and wrote checks from MDL Wholesale to other individuals.

**COUNTS 2-6**  
**Money Laundering**  
**(18 U.S.C. § 1957(a))**

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates specified below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**SANTIAGO GARCIA JORGE,**

did knowingly engage in and attempt to engage in monetary transactions affecting interstate commerce, by, through, and to a financial institution, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, and knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, as more particularly described in each Count below:

<b>Count</b>	<b>Approximate Date</b>	<b>Description of Transaction</b>
2	December 14, 2020	Deposit of check with "Services" written in the memo line from the Gold Medical Bank 1A Account in the approximate amount of \$15,000 into the Gold Medical Bank 2 Account.
3	December 14, 2020	Deposit of check with "Services" written in the memo line from the Gold Medical Bank 1A Account in the approximate amount of \$15,000 into the Gold Medical Bank 3 Account.
4	January 14, 2021	Deposit of check with "Services" written in the memo line from the Gold Medical Bank 1B Account in the approximate amount of \$35,388 into the Gold Medical Bank 2 Account.
5	January 19, 2021	Intrabank transfer in the approximate amount of \$200,000 from the Gold Medical Bank 1A Account to the Gold Medical Bank 1B Account.



Count	Approximate Date	Description of Transaction
6	February 3, 2021	Deposit of check with "Services" written in the memo line from the Gold Medical Bank 1B Account in the approximate amount of \$105,855 into the Gold Medical Bank 3 Account.

It is further alleged that the specified unlawful activity is health care fraud, in violation of Title 18, United States Code, Section 1347.

In violation of Title 18, United States Code, Sections 1957 and 2.

**COUNTS 7-16**  
**Money Laundering**  
**(18 U.S.C. § 1956(a)(1)(B)(i))**

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as if fully set forth herein.

2. On or about the dates specified below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**SANTIAGO GARCIA JORGE,**

did knowingly conduct, and attempt to conduct, a financial transaction affecting interstate and foreign commerce, which transaction involved the proceeds of specified unlawful activity, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that the transaction was designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, as more specifically described below:

Count	Approximate Date	Act in Execution
7	December 11, 2020	Check payment in the approximate amount of \$13,569 drawn from the Gold Medical Bank 1A Account to Florida Metro.
8	January 1, 2021	Check payment in the approximate amount of \$8,571 drawn from the Gold Medical Bank 1A Account to East Coast.
9	February 1, 2021	Check payment in the approximate amount of \$11,643 drawn from the Gold Medical Bank 2 Account to Florida Metro.

Count	Approximate Date	Act in Execution
10	February 1, 2021	Check payment in the approximate amount of \$8,356 drawn from the Gold Medical Bank 2 Account to East Coast.
11	February 2, 2021	Check payment in the approximate amount of \$8,961 drawn from the Gold Medical Bank 3 Account to East Coast.
12	February 4, 2021	Check payment in the approximate amount of \$6,308 drawn from the Gold Medical Bank 1B Account to East Coast.
13	February 4, 2021	Check payment in the approximate amount of \$13,691 drawn from the Gold Medical Bank 1B Account to Florida Metro.
14	February 22, 2021	Check payment in the approximate amount of \$10,768 drawn from the Gold Medical Bank 3 Account to Florida Metro.
15	April 12, 2021	Check payment in the approximate amount of \$43,755 drawn from the Gold Medical Bank 2 Account to MDL Wholesale.
16	April 15, 2021	Check payment in the approximate amount of \$69,700 drawn from the Gold Medical Bank 3 Account to MDL Wholesale.

It is further alleged that the specified unlawful activity is health care fraud, in violation of Title 18, United States Code, Section 1347.

In violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.

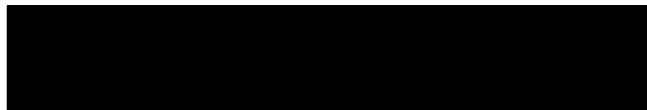
### **FORFEITURE ALLEGATIONS**

1. The allegations contained in this Indictment are hereby re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America of certain property in which the defendant, **SANTIAGO GARCIA JORGE**, has an interest.

2. Upon conviction of a violation of Title 18, United States Code, Sections 1956 and 1957, as alleged in this Indictment, the defendant shall forfeit to the United States any property, real or personal, involved in such offense, and any property traceable to such property, pursuant to Title 18, United States Code, Section 982(a)(1).

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

A TRUE BILL



FOREPERSON ✓

  
\_\_\_\_\_  
MARKENZY LAPOINTE  
UNITED STATES ATTORNEY

  
\_\_\_\_\_  
WILL J. ROSENZWEIG  
ASSISTANT UNITED STATES ATTORNEY



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** Santiago Garcia Jorge

**Case No:** \_\_\_\_\_

Count #: 1

Conspiracy to Commit Money Laundering

Title 18, United States Code, Section 1956(h)

- \* **Max. Term of Imprisonment: 20 Years**
- \* **Man. Min. Terms of Imprisonment: N/A**
- \* **Max. Supervised Release: 3 Years**
- \* **Max. Fine: \$500,000 or Twice the Value of the Property Involved**

Count #s: 2-6

Money Laundering

Title 18, United States Code, Section 1957(a)

- \* **Max. Term of Imprisonment: 10 Years**
- \* **Man. Min. Terms of Imprisonment: N/A**
- \* **Max. Supervised Release: 3 Years**
- \* **Max. Fine: \$250,000 or Twice the Value of the Property Involved**

Count #s: 7-16

Money Laundering

Title 18, United States Code, Section 1956(a)(1)(B)(i)

- \* **Max. Term of Imprisonment: 20 Years**
- \* **Man. Min. Terms of Imprisonment: N/A**
- \* **Max. Supervised Release: 3 Years**
- \* **Max. Fine: \$500,000 or Twice the Value of the Property Involved**

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