

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

CASE NO.

8:25-cr-300-WFJ-CPT

v.

CHAD MONROE

18 U.S.C. § 1349
18 U.S.C. § 1341
18 U.S.C. § 371
42 U.S.C. § 1320a-7b
18 U.S.C. § 1343
18 U.S.C. § 2

INDICTMENT

The Grand Jury charges:

A. General Allegations

At all times material to this Indictment:

The Conspirators and Their Enterprises

1. Durable medical equipment (“DME”) was reusable medical equipment such as orthotic devices, walkers, canes, or hospital beds. Orthotic devices were a type of DME that included knee braces, back braces, shoulder braces, and wrist braces (collectively, “braces”).

2. 1st Choice Medical Supply, LLC (“1st Choice”) was a DME company located in Pinellas County in the Middle District of Florida.

3. Health and Life Networking LLC (“Health and Life”) was a purported marketing company located in Pinellas and Pasco Counties in the Middle District of Florida.

4. Maksix Medical Products Inc. ("Maksix") was a DME company first incorporated in Arizona and later operated in North Carolina.

5. Orthotech Atlanta, LLC ("Orthotech") was a DME company located in Georgia.

6. Chad Monroe was a resident of the Middle District of Florida and an owner and manager of 1st Choice, Health and Life, Maksix, and Orthotech.

7. Anthony Tregillus was a resident of the Middle District of Florida and an owner and the registered agent of 1st Choice.

8. Individual A was a resident of the Middle District of Florida and an owner and the registered agent of Maksix, the registered agent and a manager of Health and Life, the owner and an authorized official of Orthotech, and bank account signatory for 1st Choice.

The Medicare Program

9. The Medicare Program ("Medicare") was a federal health insurance program that provided medical benefits, items, and services to individuals:

- a. aged 65 and older,
- b. under 65 with certain disabilities, and
- c. of all ages with end-stage renal disease (permanent kidney failure requiring dialysis or a kidney transplant).

10. 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.

11. Individuals who qualified for Medicare benefits were commonly referred to as “beneficiaries.”

12. Medicare covered different types of benefits, which were separated into different program “parts.” Medicare Part A covered health services provided by hospitals, skilled nursing facilities, hospices, and home health agencies. Medicare Part B covered, among other things, items and services supplied and provided by physicians, medical clinics, laboratories, DME suppliers, and other qualified health care providers, including office visits, minor surgical procedures, DME, and laboratory testing, that were medically necessary and ordered by licensed medical doctors or other qualified health care providers. Medicare Part C, also known as “Medicare Advantage,” provided Medicare beneficiaries with the option to receive their Medicare benefits through private managed health care plans (“Medicare Advantage Plans”), including health maintenance organizations and preferred provider organizations. Medicare Part D covered prescription drugs.

Medicare Advantage Plans

13. Private health insurance companies offering Medicare Advantage Plans were required to provide beneficiaries with the same items and services offered under Medicare Part A and Part B. To be eligible to enroll in a Medicare Advantage Plan, an individual had to have been entitled to receive benefits under Medicare Part A and Part B.

14. To receive Medicare Advantage benefits, a beneficiary was required to enroll in a managed care plan operated by a private company approved by Medicare. Those companies were often referred to as Medicare Advantage plan “sponsors.” A beneficiary’s enrollment in a Medicare Advantage plan was voluntary.

15. Rather than reimbursing based on the extent of the services provided, as CMS did for providers enrolled in original fee-for-service Medicare, CMS made fixed, monthly payments to a plan sponsor for each Medicare beneficiary enrolled in one of the sponsor’s plans, regardless of the services rendered to the beneficiary that month or the cost of covering the beneficiary’s health benefits that month. The private health insurance companies then reimbursed the provider based on the services that were purportedly provided.

16. Medicare beneficiaries chose to enroll in a managed care plan administered by private health insurance companies, health maintenance organizations, or preferred provider organizations. A number of entities were

contracted by CMS to provide managed care to Medicare beneficiaries through various approved plans. Such plans covered DME and related health care benefits, items, and services. Among its responsibilities, these Medicare Advantage plans received, adjudicated, and paid the claims of authorized providers seeking reimbursements for the cost of DME and related health care benefits, items, or services supplied to Medicare beneficiaries.

DME Claims Submitted under Medicare and Medicare Advantage Plans

17. 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, rules, 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 medically necessary items and services rendered to beneficiaries. Medicare providers were given access to Medicare manuals and service bulletins describing billing procedures, rules, and regulations.

18. The application also required that applicants disclose to Medicare any individual or organization with an ownership interest, partnership interest, or managing control of a DME supplier, including all individuals and organizations with

five percent or more of an ownership stake, either direct or indirect, in the DME supplier; all individuals or organizations with a partnership interest in the DME supplier; regardless of the partner's percentage of ownership; all organizations with managing control of the DME supplier; and all managing employees.

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

20. A claim for DME reimbursement was required to set forth, among other information, 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 provider identification number of the licensed provider who prescribed or ordered the DME.

21. Medicare and Medicare Advantage plans would pay a claim for the provision of DME only if the DME was medically necessary, ordered by a licensed provider, and actually provided to the beneficiary. Claims submitted to Medicare and Medicare Advantage plans were required to be properly documented in accordance with Medicare rules and regulations. Medicare and Medicare Advantage plans would

not reimburse providers for claims that were procured through the payment of kickbacks and bribes.

Genetic Testing Claims Submitted under Medicare

22. Genetic testing referred to tests that used DNA sequencing to detect gene mutations that could indicate an increased risk of developing diseases and conditions in the future, such as certain cancers and cardiac conditions. Genetic testing for cancer was commonly known as “CGx” testing.

23. Medicare did not cover diagnostic testing that was “not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member.” 42 U.S.C. § 1395y(a)(1)(A). Except for certain statutory exceptions, Medicare did not cover “[e]xaminations performed for a purpose other than treatment or diagnosis of a specific illness, symptoms, complaint or injury,” 42 C.F.R. § 411.15(a)(1). Among the statutory exceptions Medicare covered were cancer screening tests such as “screening mammography, colorectal cancer screening tests, screening pelvic exams, [and] prostate cancer screening tests.” *Id.*

24. If diagnostic testing was necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member, Medicare imposed additional requirements before covering the testing. Title 42, Code of Federal Regulations, Section 410.32(a) provided, “[a]ll diagnostic x-ray tests,

diagnostic laboratory tests, and other diagnostic tests must be ordered by the physician who is treating the beneficiary, that is, the physician who furnishes a consultation or treats a beneficiary for a specific medical problem and who uses the results in the management of the beneficiary's specific medical problem." 42 C.F.R. § 410.32(a). "Tests not ordered by the physician who is treating the beneficiary are not reasonable and necessary." *Id.*

25. Because CGx testing did not diagnose cancer, Medicare only covered such tests in limited circumstances, such as when a beneficiary had cancer and the beneficiary's treating physician deemed such testing necessary for the beneficiary's treatment of that cancer. Medicare did not cover CGx testing for beneficiaries who did not have cancer or lacked symptoms of cancer.

The TRICARE Program

26. TRICARE was a health care program of the United States Department of Defense, Military Health System that covered, among other individuals, active-duty service members, retired services members, and their families. Individuals who received health care benefits through TRICARE were generally referred to as "beneficiaries."

27. The Defense Health Agency ("DHA"), an agency of the Department of Defense ("DOD"), was the military entity that oversaw and administered the TRICARE program.

28. TRICARE paid for certain medical items or services, including DME and genetic testing, on behalf of beneficiaries.

29. TRICARE reimbursed providers for items or services provided to TRICARE beneficiaries that were deemed to be medically necessary.

30. Medicare, Medicare Advantage plans, and TRICARE were each a “health care benefit program,” as defined by Title 18, United States Code, Section 24(b), and a “Federal health care program,” as defined by Title 42, United States Code, Section 1320a-7b(f).

Paycheck Protection Program

31. The United States Small Business Administration (“SBA”) was an executive branch agency of the United States government that provided support to entrepreneurs and small businesses. The mission of the SBA was to maintain and strengthen the nation’s economy by enabling the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters.

32. As part of this effort, the SBA facilitated loans through banks, credit unions, and other lenders. The federal government backed these loans.

33. One source of relief provided by the CARES Act was the authorization of forgivable loans to small businesses for job retention and certain other expenses, through a program referred to as the Paycheck Protection Program (“PPP”). In order to obtain a PPP loan, a qualifying business submitted a PPP loan application, which

was signed by an authorized representative of the business. The PPP loan application required the applicant to acknowledge the program rules and make certain affirmative certifications in order to be eligible to obtain the PPP loan. In the PPP loan application, the applicant was required to identify, among other things, whether the applicant “or any owner of the business” applying for the loan was “an owner of any other business, or [had] common management with any other business.” The applicant was further required to certify that “[t]he Applicant is not engaged in any activity that is illegal under federal, state or local law.”

34. A PPP loan application was processed by a particular lender. If a PPP loan application was approved, the participating lender funded the PPP loan using its own monies. While it was the participating lender that issued the PPP loan, the loan was 100% guaranteed by the SBA. Data from the application, including information about the borrower, the total amount of the loan, and the listed number of employees, was transmitted by the lender to the SBA in the course of processing the loan.

35. PPP loan proceeds were required to be used by the business on certain permissible expenses—payroll costs, interest on mortgages, rent, and utilities. The PPP allowed the interest and principal on the PPP loan to be entirely forgiven if the business spent the loan proceeds on these expense items within a designated period of time and used a defined portion of the PPP loan proceeds on payroll expenses.

Economic Injury Disaster Loan Program

36. Another source of relief provided by the CARES Act was the Economic Injury Disaster Loan (“EIDL”) program, an SBA program that provided low-interest financing to small businesses, renters, and homeowners in regions affected by declared disasters.

37. The CARES Act authorized the SBA to provide EIDLs of up to \$2 million to eligible small businesses experiencing substantial financial disruption due to the COVID-19 pandemic. In addition, the CARES Act authorized the SBA to issue advances of up to \$10,000 to small businesses within three days of applying for an EIDL. The amount of the advance was determined by the number of employees the applicant certified having. The advances did not have to be repaid.

38. In order to obtain an EIDL and advance, a qualifying business was required to submit an application to the SBA and provide information about its operations, such as the number of employees, gross revenues for the 12-month period preceding the disaster, and cost of goods sold in the 12-month period preceding January 31, 2020. The applicant was further required to “review and check all of the following” statements, which included a statement that the “Applicant is not engaged in any illegal activity (as defined by Federal guidelines).” If the applicant was “unable to check all of the” certifications, the “Applicant [was] not an Eligible Entity.” The

applicant was further required to certify that all of the information in the application was true and correct to the best of the applicant's knowledge.

39. EIDL applications were submitted directly to the SBA and processed by the agency with support from a government contractor. The amount of the loan, if the application was approved, was determined based, in part, on the information provided by the application about employment, revenue, and cost of goods, as described above. Any funds issued under an EIDL or advance were issued directly by the SBA. EIDL funds could be used for payroll expenses, sick leave, production costs, and business obligations, such as debts, rent, and mortgage payments.

COUNT ONE

(Conspiracy to Commit Health Care Fraud and Mail Fraud)

40. The allegations contained in Paragraphs 1 through 30 of the Indictment are re-alleged and incorporated by reference as though fully set forth herein.

41. From in or around December 2012, and continuing through in or around June 2025, in the Middle District of Florida, and elsewhere, the defendant,

CHAD MONROE,

did knowingly and willfully combine, conspire, confederate, and agree with others, known and unknown to the grand jury, including Anthony Tregillus, to commit health care fraud, in violation of 18 U.S.C. § 1347, and mail fraud, in violation of 18 U.S.C. § 1341.

A. Purpose of the Conspiracy

42. It was a purpose of the conspiracy for Chad Monroe, Anthony Tregillus, Individual A, and others to unlawfully enrich themselves by, among other things: (a) submitting and causing the submission of false and fraudulent claims to Medicare, Medicare Advantage plans, and TRICARE for braces and genetic testing that were medically unnecessary and ineligible for reimbursement; (b) concealing and causing the concealment of kickbacks and bribes and false and fraudulent claims; and (c) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the fraud.

B. Manner and Means of the Conspiracy

43. The manner and means by which the defendant and his conspirators sought to accomplish the purposes of the conspiracy included, among others, the following:

a. It was a part of the conspiracy that Chad Monroe, Individual A, and others would and did establish Maksix in or around December 2012.

b. It was further a part of the conspiracy that Chad Monroe, Individual A, and others would and did establish Orthotech in or around August 2014.

c. It was further a part of the conspiracy that Chad Monroe and Anthony Tregillus would and did establish 1st Choice in or around September 2015.

d. It was further a part of the conspiracy that Chad Monroe and Individual A would and did establish Health and Life in or around July 2018.

e. It was further a part of the conspiracy that Chad Monroe would and did own and control Maksix, Orthotech, 1st Choice, and Health and Life.

f. It was further a part of the conspiracy that Chad Monroe and Individual A caused CMS 885S Forms to be submitted to Medicare, Medicare Advantage, and TRICARE on behalf of Maksix and Orthotech falsely representing to Medicare that Individual A was the sole person with ownership and managing control of Maksix and Orthotech. In reality, Chad Monroe maintained an ownership interest in Maksix and Orthotech, and had managing control over these companies.

g. It was further a part of the conspiracy that Anthony Tregillus certified to Medicare that 1st Choice would comply with all Medicare rules and regulations, including that it would not knowingly present or cause to be presented a false and fraudulent claim for payment by Medicare and that they would comply with the federal Anti-Kickback Statute.

h. It was further a part of the conspiracy that Chad Monroe and Anthony Tregillus agreed to establish 1st Choice solely in Anthony Tregillus's name, concealing Chad Monroe's ownership in the company.

i. It was further a part of the conspiracy that Chad Monroe caused CMS 885S Forms to be submitted to Medicare, Medicare Advantage, and TRICARE

on behalf of 1st Choice falsely representing to Medicare that Anthony Tregillus was the sole owner and person with managing control over 1st Choice. In reality, Chad Monroe maintained an ownership and management interest in 1st Choice, and had managing control over the company.

j. It was further a part of the conspiracy that Chad Monroe and others would and did cause, directly and indirectly, the offering and payment of illegal kickbacks and bribes to purported telemedicine companies in exchange for arranging for medical providers to sign orders (known as “doctors’ orders”) for DME and genetic testing regardless of medical necessity.

k. It was further a part of the conspiracy that Chad Monroe and others would and did disguise and conceal the nature and source of these kickbacks and bribes by entering into sham contracts with conspirators and by using fraudulent invoices that falsely identified the payments as based on a flat or hourly rate for marketing and other services, when in reality the conspirators paid a set amount per doctors’ order, per brace, or a percentage of the reimbursement for each genetic test.

l. It was further a part of the conspiracy that Chad Monroe and others would and did cause to be delivered buccal swab kits via United States mail and private and commercial interstate carrier.

m. It was further a part of the conspiracy that Chad Monroe and others would and did cause the submission of false and fraudulent claims to

Medicare, Medicare Advantage plans, and TRICARE for DME that was medically unnecessary, ineligible for reimbursement, not provided as represented, and for which doctors' orders were procured through the payment of kickbacks and bribes.

n. It was further a part of the conspiracy that Chad Monroe's conspirators would and did cause the submission of false and fraudulent claims to Medicare, Medicare Advantage, and TRICARE for genetic testing that was medically unnecessary, ineligible for reimbursement, not provided as represented, and procured through the payment of kickbacks and bribes.

o. It was further a part of the conspiracy that, from in or around December 2012 through in or around March 2015, Chad Monroe and others submitted, and caused the submission of, approximately \$2,977,961 in false and fraudulent claims for braces to Medicare, approximately \$605,657 in false and fraudulent claims for braces to Medicare Advantage plans, and approximately \$46,351.18 in false and fraudulent claims for braces to TRICARE, on behalf of Maksix. The doctors' orders for the braces were procured through the payment of kickbacks and bribes, and the braces were medically unnecessary, ineligible for reimbursement, and not provided as represented. Medicare paid approximately \$1,341,904 on those false and fraudulent claims. Medicare Advantage plans paid at least approximately \$22,998 on those false and fraudulent claims. TRICARE paid approximately \$8,413.94 on those false and fraudulent claims.

p. It was further a part of the conspiracy that, from in or around August 2014 through in or around September 2017, Chad Monroe and others submitted, and caused the submission of, approximately \$12,715,932 in false and fraudulent claims for braces to Medicare, approximately \$2,140,019 in false and fraudulent claims for braces to Medicare Advantage plans, and approximately \$381,732.12 in false and fraudulent claims for braces to TRICARE, on behalf of Orthotech. The doctors' orders for the braces that were procured through the payment of kickbacks and bribes, and the braces were medically unnecessary, ineligible for reimbursement, and not provided as represented. Medicare paid approximately \$4,697,061 on those false and fraudulent claims. Medicare Advantage plans paid at least approximately \$538,095 on those false and fraudulent claims. TRICARE paid approximately \$67,309.41 on those false and fraudulent claims.

q. It was further a part of the conspiracy that, from in or around September 2015 through in or around September 2019, Chad Monroe and others submitted, and caused the submission of, approximately \$5,672,558 in false and fraudulent claims for braces to Medicare, approximately \$1,823,721 in false and fraudulent claims for braces to Medicare Advantage plans, and approximately \$211,486.46 in false and fraudulent claims for braces to TRICARE, on behalf of 1st Choice. The doctors' orders for the braces were procured through the payment of kickbacks and bribes, and the braces were medically unnecessary, ineligible for

reimbursement, and not provided as represented. Medicare paid approximately \$3,095,501 on those false and fraudulent claims. Medicare Advantage plans paid at least approximately \$1,554,115 on those false and fraudulent claims. TRICARE paid approximately \$39,442.69 on those false and fraudulent claims.

r. It was further a part of the conspiracy that, from in or around August 2017 through in or around June 2025, Chad Monroe and others would and did receive at least \$15 million in illegal kickbacks and bribes from their conspirators in exchange for the referral of Medicare beneficiaries, buccal swab kits, and doctors' orders for genetic testing.

All in violation of 18 U.S.C. § 1349.

COUNTS TWO THROUGH FIVE
(Mail Fraud and Aiding and Abetting)

44. The allegations contained in Paragraphs 1 through 16 and 22 through 30 of the Indictment are re-alleged and incorporated by reference as though fully set forth herein.

45. On or about the date set forth in the table below, in the Middle District of Florida and elsewhere, the defendant,

CHAD MONROE,

did knowingly, and with the intent to defraud, devise, and intend to devise, a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the

pretenses, representations, and promises were false and fraudulent when made, and for the purpose of executing the scheme and artifice and attempting to do so, did knowingly cause to be sent and delivered mail matter, that is, buccal swab kits, via commercial interstate carrier, as indicated below:

Count	Approximate Date	Recipient	Interstate commercial carrier
2	March 3, 2021	C.B. (listed as C.N. on package)	United States Postal Service
3	March 14, 2022	D.M.	United States Postal Service
4	July 18, 2024	D.C.	FedEx
5	April 29, 2024	E.V.	FedEx

All in violation of 18 U.S.C. §§ 1341 and 2.

COUNT SIX

(Conspiracy to Defraud the United States and to Offer, Pay, Solicit, and Receive Kickbacks)

46. The allegations contained in Paragraphs 1 through 30 of the Indictment are re-alleged and incorporated by reference as though fully set forth herein.

47. From in or around December 2012, and continuing through in or around June 2025, in the Middle District of Florida and elsewhere, the defendant,

CHAD MONROE,

did knowingly and willfully combine, conspire, confederate, and agree with Anthony Tregillus and other persons, known and unknown to the Grand Jury, to:

- a. defraud the United States out of money and property and by impeding, impairing, obstructing, and defeating the lawful function of HHS, through its agency CMS, in the administration of Medicare, and DOD, through its agency DHA, in the administration of TRICARE, by deceit, craft, and trickery; and
- b. commit the following offenses against the United States:
 - i. soliciting and receiving remuneration, in violation of 42 U.S.C. § 1320a-7b(b)(1); and
 - ii. offering and paying remuneration, in violation of 42 U.S.C. § 1320a-7b(b)(2).

A. Purpose of the Conspiracy

48. It was a purpose of the conspiracy for Chad Monroe, Anthony Tregillus, and others to unlawfully enrich themselves by, among other things: (a) offering and paying illegal kickbacks and bribes in exchange for signed doctors' orders for braces; (b) offering, paying, soliciting, and receiving illegal kickbacks and bribes in exchange for the referral of Medicare beneficiaries and doctors' orders for genetic testing; (c) submitting and causing the submission of false and fraudulent claims to Medicare, Medicare Advantage plans, and TRICARE for braces and genetic testing that were ineligible for reimbursement, medically unnecessary, and procured through the payment of illegal kickbacks and bribes; (d) concealing and causing the concealment of kickbacks and bribes and false and fraudulent claims; and (e) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the fraud.

B. Manner and Means of the Conspiracy

49. The manner and means by which the defendant and his conspirators sought to accomplish the objects of the conspiracy included, among others, the following:

- a. It was part of the conspiracy that Chad Monroe would and did pay kickbacks and bribes to obtain doctors' orders for braces.
- b. It was further a part of the conspiracy that Chad Monroe would and did pay kickbacks and bribes to obtain medical providers' signatures.
- c. It was further a part of the conspiracy that Chad Monroe would and did sell doctors' orders for genetic testing to his conspirator laboratory owners and operators and marketers in exchange for approximately \$15 million in illegal kickbacks and bribes.
- d. It was further a part of the conspiracy that Chad Monroe and others would and did disguise and conceal the nature and source of these kickbacks and bribes by entering into sham contracts with conspirators and by using fraudulent invoices that falsely identified the payments as based on a flat or hourly rate for marketing and other services, when in reality the conspirators paid a set amount per doctors' order, per brace, or a percentage of the reimbursement for each genetic test.
- e. It was further a part of the conspiracy that Chad Monroe and his conspirators would and did use the doctors' orders to submit and cause to be

submitted false and fraudulent claims to Medicare, Medicare Advantage, and TRICARE for braces and genetic testing.

f. It was further a part of the conspiracy that the conspirators would and did perform acts, and make statements, to promote and achieve the scheme and artifice and to misrepresent, hide, and conceal, and cause to be misrepresented, hidden, and concealed, the purpose of the scheme and artifice and the acts committed in furtherance thereof.

C. Overt Acts

50. In furtherance of the conspiracy and to effect the objects thereof, the conspirators committed and caused to be committed, within the Middle District of Florida and elsewhere, at least one of the following overt acts, among others:

51. On or about the dates set forth below, each of which constitutes a separate overt act, a conspirator lab paid remuneration to Chad Monroe via a bank account in the name of Health and Life in the approximate amounts listed below in exchange for doctors' orders that were used to support claims to Medicare:

Overt Act	On or About Date	Bank Account Ending In	Approximate Amount
a	November 24, 2019	5110	\$18,000
b	March 13, 2020	5110	\$6,000

Overt Act	On or About Date	Bank Account Ending In	Approximate Amount
c	September 18, 2020	5110	\$255,913.77

All in violation of 18 U.S.C. § 371.

COUNTS SEVEN THROUGH NINE
(Soliciting and Receiving of Health Care Kickbacks and Aiding and Abetting)

52. The allegations contained in Paragraphs 1 through 16 and 22 through 30 of the Indictment are re-alleged and incorporated by reference as though fully set forth herein.

53. On or about the dates set forth below, in the Middle District of Florida and elsewhere, the defendant,

CHAD MONROE,

did knowingly and willfully solicit and receive remuneration (including kickbacks and bribes) directly and indirectly, overtly and covertly, in cash and in kind, in return for ordering, and arranging for and recommending ordering any service and item for which payment may be made in whole and in part under a Federal health care program, to wit, kickbacks and bribes solicited and received in the approximate amounts listed below:

Count	On or About Date	Bank Account Ending In	Approximate Amount
7	November 24, 2019	5110	\$18,000
8	March 13, 2020	5110	\$6,000
9	September 18, 2020	5110	\$255,913.77

All in violation of 42 U.S.C. § 1320a-7b(b)(1)(B) and 18 U.S.C. § 2.

COUNT TEN
(Wire Fraud and Aiding and Abetting)

54. The allegations contained in Paragraphs 1 through 8 and 31 through 35 of the Indictment are re-alleged and incorporated by reference as though fully set forth herein.

55. On or about April 24, 2020, in the Middle District of Florida and elsewhere, the defendant,

CHAD MONROE,

did knowingly and willfully devise, and intend to devise, a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and, for the purpose of executing the scheme and artifice, did knowingly transmit and cause to be transmitted, by means of wire communication in interstate commerce, certain

writings, signs, signals, pictures, and sounds, in violation of 18 U.S.C. §§ 1343 and 2.

A. Purpose of the Scheme and Artifice

56. It was a purpose of the scheme and artifice for Chad Monroe to unlawfully enrich himself by: (a) submitting and causing the submission, via interstate wire communication, of a false and fraudulent application for a PPP loan made available through the SBA to provide relief for the economic effects caused by the COVID-19 pandemic; (b) concealing and causing the concealment of this false and fraudulent application; and (c) diverting fraud proceeds for his personal use, the use and benefit of others, and to further the fraud.

B. The Scheme and Artifice

57. On or about April 24, 2020, Anthony Tregillus, at the direction of Chad Monroe, caused the submission of a PPP loan application in the name of 1st Choice (the “PPP Application”)

58. In the PPP Application, Anthony Tregillus, at the direction of Chad Monroe, falsely represented, among other things, that he owned 100% of 1st Choice, and that neither he nor “any owner of” 1st Choice was “an owner of any other business, or [had] common management with[] any other business.”

59. In the PPP Application, Anthony Tregillus, at the direction of Chad Monroe, falsely represented, among other things, that the “the Applicant is not engaged in any activity that is illegal under federal, state or local law.”

60. On or about May 8, 2020, based on false representations made in the PPP Application, approximately \$30,674 was deposited into an account in the name of 1st Choice.

61. Anthony Tregillus and Chad Monroe did not use the loan proceeds to maintain payroll or another purpose specified under the PPP.

C. Use of Wires

62. On or about April 24, 2020, in the Middle District of Florida and elsewhere, Chad Monroe, for the purpose of executing and in furtherance of the aforementioned scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, did knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce certain writings, signs, signals, pictures, and sounds, that is, the electronic transmission from Anthony Tregillus to the SBA, through servers outside of Florida, of the PPP Application.

In violation of 18 U.S.C. §§ 1343 and 2.

COUNT ELEVEN
(Wire Fraud and Aiding and Abetting)

63. The allegations contained in Paragraphs 1 through 8 and 36 through 39 of the Indictment are re-alleged and incorporated by reference as though fully set forth herein.

64. In or around April 2022, in the Middle District of Florida and elsewhere, the defendant,

CHAD MONROE,

did knowingly and willfully devise, and intend to devise, a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and, for the purpose of executing the scheme and artifice, did knowingly transmit and cause to be transmitted, by means of wire communication in interstate commerce, certain writings, signs, signals, pictures, and sounds, in violation of 18 U.S.C. §§ 1343 and 2.

A. Purpose of the Scheme and Artifice

65. It was a purpose of the scheme and artifice for Chad Monroe to unlawfully enrich himself by: (a) submitting and causing the submission, via interstate wire communication, of a false and fraudulent application for a EIDL made available through the SBA to provide relief for the economic effects caused by the COVID-19

pandemic; (b) concealing and causing the concealment of this false and fraudulent application; and (c) diverting fraud proceeds for his personal use, the use and benefit of others, and to further the fraud.

B. The Scheme and Artifice

66. On or about July 14, 2020, Chad Monroe submitted and caused to be submitted an EIDL application in the name of Monroe Development, Inc. (the “EIDL Application”).

67. In the EIDL Application, Chad Monroe falsely represented, among other things, that Monroe Development, Inc.’s gross revenues in 2019 were \$899,626, that its cost of goods sold in 2019 was \$37,158, that the company had eight employees, and that the company’s “Detailed Business Activity” was as a “Construction Contractor[.]”

68. On or about July 31, 2020, Chad Monroe signed an EIDL agreement on behalf of Monroe Development, Inc. (the “EIDL Agreement”). In the EIDL Agreement, Chad Monroe falsely certified, among other things, that “[a]ll representations in the Borrower’s [EIDL] application (including all supplementary submissions) are true, correct and complete and are offered to induce SBA to make this Loan.” On or about July 31, 2020, Chad Monroe submitted, and caused the submission of, the EIDL Agreement.

69. On or about August 1, 2020, based on false representations made in the

EIDL Application and EIDL Agreement, approximately \$149,900 was deposited into an account in the name of Monroe Development, Inc.

70. On or about July 26, 2021, Chad Monroe signed an Amended Loan Authorization and Agreement on behalf of Monroe Development, Inc. (the “First EIDL Modification Agreement”).

71. On or about July 29, 2021, based on false representations made in the EIDL Application and First EIDL Modification Agreement, approximately \$350,000 was deposited into an account in the name of Monroe Development, Inc.

72. On or about February 18, 2022, Chad Monroe signed an Amended Loan Authorization and Agreement on behalf of Monroe Development, Inc. (the “Second EIDL Modification Agreement”).

73. On or about February 21, 2022, based on false representations made in the EIDL Application and Second EIDL Modification Agreement, approximately \$500,400 was deposited into an account in the name of Monroe Development, Inc.

74. On or about April 12, 2022, Chad Monroe signed an Amended Loan Authorization and Agreement on behalf of Monroe Development, Inc. (the “Third EIDL Modification Agreement”). In the Third EIDL Modification Agreement, Chad Monroe falsely certified, among other things, that “[a]ll representations in the Borrower’s [EIDL] application (including all supplementary submissions) are true, correct and complete and are offered to induce SBA to make this Loan.” On or about

April 12, 2022, Chad Monroe submitted, and caused the submission of, the Third EIDL Modification Agreement.

75. On or about April 15, 2022, based on false representations made in the EIDL Application and Third EIDL Modification Agreement, approximately \$724,600 was deposited into an account in the name of Monroe Development, Inc.

76. Chad Monroe did not use the loan proceeds as authorized by the Third EIDL Modification Agreement.

D. Use of Wires

77. On or about April 12, 2022, in the Middle District of Florida, and elsewhere, Chad Monroe, for the purpose of executing and in furtherance of the aforementioned scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, did knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce certain writings, signs, signals, pictures, and sounds, that is, the electronic transmission from Chad Monroe to the SBA, through servers outside of Florida, of the Third EIDL Modification Agreement for Monroe Development, Inc.

In violation of 18 U.S.C. §§ 1343 and 2.

FORFEITURE

78. The allegations contained in Counts One through Eleven are re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to 18 U.S.C. § 982(a)(7) and (a)(2)(A).

79. Upon conviction of a violation of 18 U.S.C. § 1349, 18 U.S.C. § 1341, 18 U.S.C. § 371, and/or 42 U.S.C. § 1320a-7b(b), the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

80. Upon conviction of a violation of 18 U.S.C. § 1343, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(2)(A), any property constituting, or derived from, proceeds obtained directly or indirectly, as a result of such violation.

81. The property to be forfeited includes, but is not limited to, an order of forfeiture in the amount of at least \$28,195,340.66, which is the amount the defendant obtained as a result of the commission of the offenses charged in Counts One through Eleven, including the following assets which constitute or were derived from proceeds of the offense:

- a. "The Rogue Shark," 2019 Watercraft, Hull ID # OQL47002H920, Primary Vessel Number: 1296056; and

- b. \$1,042,310.19 in funds on deposit in Merrill Lynch, Pierce, Fenner & Smith, Incorporated ("Merrill Lynch") account 22Z-75Z66, held in the name of Castle Retail Development, LLC.

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

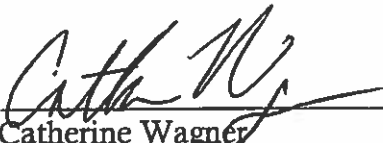
- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be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

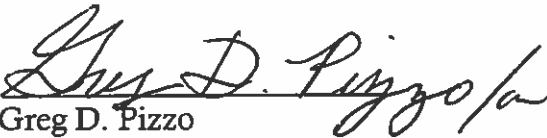
the United States of America shall be entitled to forfeiture of substitute property under the provisions of 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1).

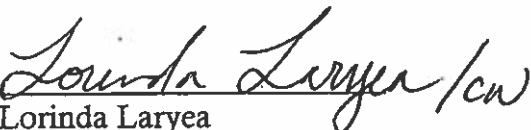
A TRUE BILL.

UFOREPERSON U

GREGORY W. KEHOE
United States Attorney

By: 
Catherine Wagner
Senior Litigation Counsel
D. Keith Clouser
Trial Attorney
Fraud Section, Criminal Division
U.S. Department of Justice

By: 
Greg D. Pizzo
Assistant United States Attorney
Deputy Chief, Economic Crimes Section

By: 
Lorinda Laryea
Acting Chief, Fraud Section, Criminal Division
U.S. Department of Justice

FORM OBD-34
June 25

No.

UNITED STATES DISTRICT COURT
Middle District of Florida
Tampa Division

THE UNITED STATES OF AMERICA

vs.

CHAD MONROE

INDICTMENT

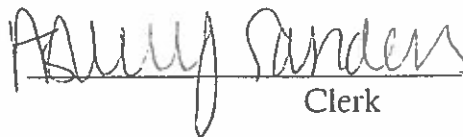
Violations: 18 U.S.C. §1349, 1341, 371, 1343, 2
42 U.S.C. § 1320a-7b

A true bill.

~~For person~~

Filed in open court this 18th day

of June 2025.


Clerk

Bail \$ _____
