UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FELONY

INDICTMENT FOR
CONSPIRACY TO COMMIT HEALTH CARE FRAUD

UNITED STATES OF AMERICA	*	**CRIMINAL NO.** 25 - 172
v.	*	**SECTION:** SECT. O MAG. 3
LELAND ROBERTS	*	**VIOLATION: 18 U.S.C. § 1349**

* * *

The Acting United States Attorney charges that:

COUNT 1

A. AT ALL TIMES RELEVANT HEREIN:

The Medicare Program

1. The Medicare Program ("Medicare") was a federal health insurance program, affecting commerce, that provided benefits to persons who were 65 years of age and older or disabled. Medicare was administered by the United States Department of Health and Human Services, through its agency, the Centers for Medicare and Medicaid Services ("CMS"). Individuals who qualified for Medicare benefits were commonly referred to as "beneficiaries."

2. Medicare was 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).

3. Medicare covered different types of benefits and was separated into different program "parts," including hospital services ("Part A"), physician services ("Part B"), and prescription drug coverage ("Part D"). Part B covered, among other things, genetic testing, when certain criteria were met.

4. Medicare "providers" included physicians, independent clinical laboratories, and other health care providers who provided services to beneficiaries. When seeking reimbursement from Medicare for provided benefits, items, or services, providers submitted the cost of the benefit, item, or service provided together with a description and the appropriate "procedure code," as set forth in the Current Procedural Terminology Manual or the Healthcare Common Procedure Coding System.

5. Medicare, in receiving and adjudicating claims, acted through fiscal intermediaries called Medicare administrative contractors ("MACs"), which were statutory agents of CMS for Medicare Part B. The MACs were private entities that reviewed claims and made payments to providers for services rendered to beneficiaries. The MACs were responsible for processing Medicare claims arising within their assigned geographical area, including determining whether the claim was for a covered service.

6. The MAC for Medicare Zone JH, which covered Louisiana and Mississippi, among other states, was Novitas Solutions, Inc. ("Novitas").

7. Medicare would not reimburse providers for claims that were not medically reasonable or necessary, or procured through the payment of kickbacks and bribes.

Diagnostic Testing

8. Except for limited statutory exceptions, Medicare only reimbursed clinical laboratories for tests that were "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). Further, to be reimbursable by Medicare, "[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). Diagnostic tests included, among others, toxicology tests, respiratory pathogen tests, and, in certain instances as detailed below, genetic tests.

Genetic Testing

9. Cancer genetic tests ("CGx" tests) were laboratory tests that used DNA sequencing to detect mutations in genes that could indicate a higher risk of developing certain types of cancers in the future. Pharmacogenetic tests ("PGx" tests) were laboratory tests that used DNA sequencing to assess how genetic makeup would affect the response to certain medications. CGx and PGx testing was referred to collectively as "genetic testing." Neither type of genetic testing determined whether an individual had a disease, such as cancer, at the time of the test.

10. To conduct genetic testing, a laboratory had to obtain a DNA sample from the patient. Such samples were typically obtained from the patient's saliva by using a cheek (buccal) swab to collect sufficient cells to provide a genetic profile. The genetic sample was then submitted to the laboratory to conduct the tests. Tests could then be run on different groups or "panels" of genes. Genetic testing typically involved multiple laboratory procedures that could result in billing Medicare using certain billing codes, each with their own reimbursement rate.

11. Because neither CGx testing nor PGx testing diagnosed diseases or conditions, Medicare only covered such tests in limited circumstances, such as where the genetic testing was ordered by a physician in treating a beneficiary's cancer or to inform a beneficiary's drug therapy, and the results were used in the management of the beneficiary's cancer or drug therapy.

The Defendant and Related Individuals and Entities

12. **LELAND ROBERTS**, a resident of Georgia, was a co-owner and chief executive officer of Luminus Diagnostics, LLC (f/k/a "Veritas Laboratories, LLC") ("Luminus"), a limited liability company with a principal place of business in Tifton, Georgia. Luminus operated as a clinical laboratory and Medicare provider. In this capacity, Luminus provided laboratory services to individuals and procured signed orders for genetic testing, including through purported telemedicine. **ROBERTS** had signature authority over Luminus's corporate bank accounts while serving as CEO. **ROBERTS** stepped down as CEO and sold his interest in the Luminus in approximately March 2020, at which time he was retained by Luminus as a consultant until approximately October 2020.

13. David Christopher Thigpen ("Thigpen") was a resident of Hammond, Louisiana. Thigpen was the sole owner and chief executive officer of two clinical laboratories: Akrivis Laboratories LLC ("Akrivis"), a limited liability company with a principal place of business in Hammond, Louisiana, and Dynamic Diagnostics LLC ("Dynamic"), a limited liability company with a principal place of business in Bay St. Louis, Mississippi.

14. Marion Lee, M.D. ("Lee") was a co-owner and medical advisor of Luminus.

15. Co-Conspirator 2 was the chief operating officer of Luminus.

16. Lee and Co-Conspirator 2 reported to **ROBERTS**. Lee and Co-Conspirator 2 left Luminus in approximately March 2020.

17. Lee and Co-Conspirator 2 owned Company 1, a limited liability company registered in Florida. **ROBERTS** was a silent partner in Company 1. Company 1 purported to provide marketing services for laboratory testing, including services provided by Clinic 1, a medical provider located in Georgia.

B. THE CONSPIRACY

Beginning in or around March 2018, and continuing through in or around July 2021, in the Eastern District of Louisiana, and elsewhere, **LELAND ROBERTS** did knowingly and willfully conspire and agree with Thigpen, Lee, Co-Conspirator 2, and others, to execute, and attempt to execute, a scheme and artifice to defraud a health care benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is, Medicare, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money owned by, and under the custody and control of, Medicare, in connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, Section 1347.

C. PURPOSE OF THE CONSPIRACY:

The purpose of the conspiracy was for **ROBERTS** and his co-conspirators to unlawfully enrich themselves by, among other things:

a. offering, paying, soliciting, and receiving kickbacks and bribes in exchange for the furnishing and arranging of doctors' orders for diagnostic testing, including genetic testing, along with other documentation necessary to submit claims to Medicare and insurance providers;

b. submitting and causing the submission of false and fraudulent claims to Medicare for genetic testing, including through Akrivis, located in the Eastern District of Louisiana, and elsewhere, for testing purportedly rendered to beneficiaries located in the Eastern District of Louisiana, and elsewhere;

c. receiving and obtaining the reimbursements paid by Medicare based on the false and fraudulent claims submitted;

d. concealing the lack of medical necessity for the genetic testing, and the submission of false and fraudulent claims to Medicare; and

e. diverting proceeds of the fraud for the personal use and benefit of the defendant and others.

D. MANNER AND MEANS:

The manner and means by which **ROBERTS** and his co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among others, the following:

a. In or around June 2012, **ROBERTS** acquired an ownership interest in Luminus, which was disclosed to Medicare as part of Luminus's enrollment. Luminus certified in its Medicare enrollment documentation that the laboratory would comply with all applicable rules, regulations, and program instructions, including the Federal Anti-Kickback Statute, and that it would not knowingly present, or cause to be presented, a false and fraudulent claim for payment by Medicare.

b. In or around March 2018, **ROBERTS**, Lee, Co-Conspirator 2, and others learned that Medicare was reimbursing providers for genetic testing at high rates. **ROBERTS**, Lee, Co-Conspirator 2, and others researched Medicare's reimbursement of genetic testing and decided that Novitas, the MAC in charge of Zone JH, would be the most favorable Medicare region to submit claims, in light of Novitas's higher reimbursement rates and higher likelihood of approving claims.

c. Shortly thereafter, Luminus, at the direction of **ROBERTS** and others, began transferring large sums of money to various marketing entities, in exchange for signed doctors'

orders and DNA specimens for panels of medically unnecessary genetic tests to be run by Luminus, including orders procured through purported telemedicine.

d. The payments to marketers were typically based on the volume and value of the doctors' orders referred. **ROBERTS** typically signed the agreements with marketers related to genetic testing on behalf of Luminus. The orders were obtained for the purpose of submitting claims to Medicare for reimbursement.

e. To ensure that doctors signed the orders for the medically unnecessary genetic tests, **ROBERTS**, Lee, Co-Conspirator 2, and others, intentionally designed their genetic testing requisition forms (i.e., order forms) to be "dummy proof," including check-the-box preselected panels of genetic tests, prepopulated diagnoses and diagnosis codes based on what Medicare would approve, and language certifying medical necessity for the tests ordered.

f. To ensure claims would be paid, in or around July 2018, Luminus, at the direction of **ROBERTS**, entered into a sham contract with Akrivis, based in Louisiana, and owned and controlled by Thigpen, for so-called "reference laboratory services." The purpose of the agreement was to enable Luminus to bill for genetic testing from Medicare Zone JH, via Akrivis, where the false and fraudulent claims were more likely to be approved than from Luminus's actual Medicare region in Georgia. In exchange for the genetic testing orders, Akrivis paid Luminus kickbacks of its Medicare reimbursements. In order to conceal the misconduct, the co-conspirators falsely characterized the kickbacks as legitimate reference laboratory services. Thigpen paid over $2 million to Luminus as kickbacks.

g. **ROBERTS**, Lee, and Thigpen received complaints from beneficiaries as well as inquiries from Medicare, which indicated that the genetic testing orders were not requested, not needed, and/or results not received, but nevertheless continued to bill Medicare for false and fraudulent genetic testing claims and collect reimbursement.

h. Luminus also continued to bill directly for genetic testing, including for the same beneficiaries that were being billed by Thigpen. For example, on or about May 1, 2019, Akrivis billed Medicare approximately $4,275.00 for a panel of genetic tests purportedly ordered for beneficiary B.C., date of service March 21, 2019, referring provider V.S., based on a signed doctor's order obtained by Luminus. On or about January 29, 2020, Luminus submitted its own claim to Medicare for approximately $3,718.22, for a panel of genetic tests purportedly provided to the same beneficiary, B.C., on the same date of service, March 21, 2019, by the same referring provider, V.S., based on the same doctor's order as billed by Akrivis on or about May 1, 2019.

i. To conceal the scheme, the co-conspirators took steps to deceive Medicare into believing that Akrivis did more than merely bill for the genetic tests. On or about November 29, 2019, in response to a Medicare audit, Thigpen communicated with **ROBERTS** about obtaining medical records for certain genetic testing claims billed by Akrivis based on doctor's orders obtained by Luminus.

j. To further profit from the fraudulent scheme, **ROBERTS**, Lee, and Co-Conspirator 2, formed Company 1, which purported to provide marketing services but actually paid kickbacks to so-called "distributors" in exchange for referring diagnostic tests to be run by Luminus but billed (primarily to private insurance providers) by Clinic 1, with the profits shared amongst co-conspirators. Thigpen also submitted false and fraudulent claims to Medicare for genetic testing referred by providers at Clinic 1 through Akrivis and Dynamic.

k. To again profit from the fraudulent scheme, in or around March 2020, **ROBERTS** convinced the owners of Luminus to transfer their ownership interests in Luminus to him, in order to sell Luminus to a third party. In the wake of the sale, the new owner of Luminus retained **ROBERTS** as a consultant for six months, during which time, Luminus continued to submit false and fraudulent claims for panels of genetic testing purportedly ordered for beneficiaries with dates of service prior to the sale, dating back to March 2019. **ROBERTS**, Lee, and Co-Conspirator 2 also continued to operate Company 1 during this time.

l. On or about April 9, 2021, Luminus, at the direction of **ROBERTS**, filed a complaint for damages with the American Arbitration Association requesting that Akrivis essentially pay Luminus over $1.6 million in outstanding kickbacks for the false and fraudulent genetic testing orders it referred to Thigpen. In order to obtain the illicit proceeds, **ROBERTS** made several misrepresentations under oath to conceal the illegality of the sham "reference laboratory services agreement," including that the agreement "accurately list[ed] what the services to be provided were," even though it did not, and that "Luminus at best would only pass this information along. Luminus never submitted any claims, " despite Luminus having submitted over approximately $1.6 million claims for genetic testing during the term of the agreement. When asked while under oath about the motive of the arrangement, **ROBERTS** whispered to himself, "be careful," before answering that "certain policies were more favorable for this type of testing under [Akrivis's] MAC," attempting to conceal the fact the true purpose of the arrangement—to find the Medicare region most likely to approve their false and fraudulent claims with little scrutiny.

m. Luminus continued to submit hundreds of thousands of dollars' worth of false and fraudulent claims for genetic testing, nearly all of which were purportedly ordered prior to the sale of the company and involved substantially the same genes and the same providers, up until July 12, 2021, exactly four days after **ROBERTS** was deposed concerning the illegal arrangement. At that point, Luminus's billing for genetic testing abruptly stopped.

n. In total, from in or around March 2018, through in or around July 2021, **ROBERTS**, Lee, Co-Conspirator 2, Thigpen, and others, submitted, and caused to submit, over $30 million in false and fraudulent claims to Medicare for genetic testing, including through purported telemedicine, of which Medicare reimbursed over $4.4 million.

All in violation of Title 18, United States Code, Section 1349.

NOTICE OF FORFEITURE

1. The allegations of Count 1 of this Indictment are incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States.

2. As a result of the offense alleged in Count 1, the defendant, **LELAND ROBERTS**, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), any and all property, real and personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

3. If any of the property described above as being subject to forfeiture, 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 shall seek a money judgment and, pursuant to Title 21, United States Code, Section 853(p), forfeiture of any other property of the defendant up to the value of said property.

A TRUE BILL:

[redacted]

FOREPERSON

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New Orleans, Louisiana
June 20, 2025

No. _____

United States District Court

FOR THE

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UNITED STATES OF AMERICA

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LELAND ROBERTS

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Violation(s): 18 U.S.C. § 1349

[redacted]

Filed _____, *20* 25

_____, *Clerk.*

By _____, *Deputy*

NICHOLAS D. MOSES
Assistant United States Attorney