

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
**25-CR-60148-SINGHAL/STRAUSS**  
Case No. \_\_\_\_\_

18 U.S.C. § 371

18 U.S.C. § 1956(h)

18 U.S.C. § 1956(a)(1)(B)(i)

18 U.S.C. § 982(a)(1)

UNITED STATES OF AMERICA

vs.

MARCO ANTONIO ROSAS SCAMARONE,

a/k/a “King Po,”

JOSE CRISTOBAL MENDEZ,

a/k/a “BayBay,”

RENEE VAZQUEZ,

a/k/a “King Jungle,” and

ROBERTO VASQUEZ MORALES,

Defendants.

\_\_\_\_\_ /

**INDICTMENT**

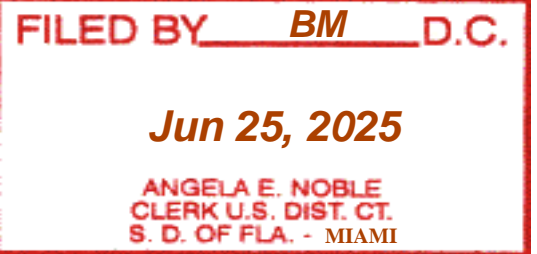
The Grand Jury charges that:

**GENERAL ALLEGATIONS**

At all times material to this Indictment:

**The Medicare Program**

1. The Medicare Program (“Medicare”) was a federally funded program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The benefits available under Medicare were governed by federal statutes and regulations. The United States Department of Health and Human Services (“HHS”), through its agency, the Centers for Medicare and Medicaid Services (“CMS”), oversaw and administered Medicare.



2. Medicare was a “health care benefit program,” as defined by Title 18, United States Code, Section 24(b).

3. Individuals who qualified for Medicare benefits were commonly referred to as “beneficiaries.” Each Medicare beneficiary was given a unique Medicare identification number.

4. 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, medical services provided by physicians, medical clinics, laboratories, and other qualified health care providers, such as office visits, minor surgical procedures, durable medical equipment (“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, including health maintenance organizations and preferred provider organizations. Medicare Part D covered prescription drugs.

5. Health care providers, such as DME suppliers and laboratories, that provided and supplied items and services to Medicare beneficiaries were referred to as “providers.” Medicare providers were able to apply for and obtain a “provider number.” Providers that received a Medicare provider number were able to file claims with Medicare to obtain reimbursement for benefits, items, or services provided to beneficiaries.

6. 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.” Additionally, claims submitted to Medicare seeking reimbursement were required to include: (a) the beneficiary’s name and Health Insurance

Claim Number or Medicare Beneficiary Identifier; (b) the date on which the benefit, item, or service was provided or supplied to the beneficiary; and (c) the name of the provider, as well as the provider's unique identifying number, known either as the Unique Physician Identification Number or National Provider Identifier. Claims seeking reimbursement from Medicare could be submitted in hard copy or electronically.

7. Medicare would only pay for items and services that were medically reasonable and necessary, eligible for reimbursement, and provided as represented. Medicare would not pay claims for items and services that were procured through the payment of illegal kickbacks and bribes.

#### **Medicare Part B**

8. CMS acted through fiscal agents called Medicare administrative contractors ("MACs"), which were statutory agents for 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.

9. To receive Medicare reimbursement, providers had to make appropriate application to the MAC and execute a written provider agreement. The Medicare provider enrollment application for DME suppliers, CMS Form 855S, was required to be signed by an authorized representative of the provider. CMS Form 855S contained a certification that stated:

I agree to abide by the Medicare laws, regulations and program instructions that apply to [the provider]. The Medicare laws, regulations, and program instructions are available through the [MAC]. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal Anti-Kickback Statute...).

10. CMS Form 855S contained additional certifications that the provider “will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare,” and “will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.”

11. CMS Form 855S also required applicants to disclose to Medicare any individual or organization with an ownership interest, partnership interest, or managing control of a DME supplier. This included: (a) all individuals and organizations with five percent or more of an ownership stake, either direct or indirect, in the DME supplier; (b) all individuals or organizations with a partnership interest in the DME supplier, regardless of the partner’s percentage of ownership; (c) all organizations with “managing control” of the DME supplier; and (d) all “managing employees.”

12. CMS Form 855S defined an organization with “managing control” of a DME supplier as “[a]ny organization that exercises operational or managerial control” over the DME supplier, or “conducts the day-to-day operations” of the DME supplier. CMS Form 855S defined “managing employee” as “a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operations” of the DME supplier, “either under contract or through some other arrangement, whether or not the individual is a W-2 employee” of the DME supplier.

13. Payments under Medicare Part B were often made directly to the provider rather than to the beneficiary. For this to occur, the beneficiary would assign the right of payment to the provider. Once such an assignment took place, the provider would assume the responsibility for submitting claims to, and receiving payments from, Medicare.

14. Medicare Part B covered an individual’s access to DME, such as off-the-shelf ankle braces, knee braces, back braces, elbow braces, wrist braces, and hand braces (collectively,

“braces”). Off-the-shelf braces required minimal self-adjustment for appropriate use and did not require expertise in trimming, bending, molding, assembling, or customizing to fit the individual.

### **Commercial Insurance**

15. Aetna, Blue Cross and Blue Shield of Florida, Cigna, and UnitedHealth Group (collectively, “Insurance Plans”) were private health care companies that offered health care coverage directly to consumers through employers for various individual and family insurance plans, including plans for labor unions and organizations. The Insurance Plans covered medical costs for medical services, including DME, in accordance with their policies, state and federal law, including requirements that such services be medically necessary.

16. The Insurance Plans were “health care benefit program[s],” as defined in Title 18, United States Code, Section 24(b).

### **The Defendants and Related Entities and Individuals**

17. Stone Oak Durable Medical Equipment, LLC (“Stone Oak”) was a company formed under the laws of Florida with its principal place of business in Broward County, Florida. Stone Oak was enrolled with Medicare as a DME supplier. Stone Oak held an account ending in x1257 at Bank 1 (the “Stone Oak Account”).

18. Braces and Orthotics LLC (“Braces and Orthotics”) was a company formed under the laws of Virginia. Braces and Orthotics was enrolled with Medicare as a DME supplier. Braces and Orthotics held an account ending in x1618 at Bank 2 (the “Braces and Orthotics Account”).

19. MR. JJ Management Services LLC (“MR. JJ”) was a company formed under the laws of Florida with its principal place of business in Broward County, Florida. MR. JJ held an account ending in x0367 at Bank 1 (the “MR. JJ Account”).

20. Southflo Services LLC (“Southflo”) was a company formed under the laws of Florida with its principal place of business in Broward County, Florida. Southflo held an account ending in x3925 at Bank 1 (the “Southflo Account”).

21. House of Bundles LLC (“House of Bundles”) was a company formed under the laws of Florida with its principal place of business in Broward County, Florida. House of Bundles held an account ending in x5780 at Bank 1 (the “House of Bundles Account”).

22. Victory Precision Marketing LLC (“Victory Precision Marketing”) was a company formed under the laws of Florida with its principal place of business in Palm Beach County, Florida. Victory Precision Marketing purported to provide marketing services to DME providers.

23. Offshore Marketing Company 1 was a call center based in the Philippines.

24. Defendant **MARCO ANTONIO ROSAS SCAMARONE, a/k/a “King Po,” (“SCAMARONE”)** was a resident of Broward County, Florida, and a beneficial owner of Stone Oak and Braces and Orthotics.

25. Defendant **JOSE CRISTOBAL MENDEZ, a/k/a “BayBay,” (“MENDEZ”)** was a resident of Broward County, Florida, and a beneficial owner of Stone Oak and Braces and Orthotics.

26. Defendant **RENEE VAZQUEZ, a/k/a “King Jungle,” (“VAZQUEZ”)**, a resident of Broward County, Florida, was the owner of record of Stone Oak and the sole signatory on the Stone Oak Account.

27. Defendant **ROBERTO VASQUEZ MORALES (“MORALES”)** was a resident of Broward County, Florida, and helped carry out activities related to Stone Oak and Braces and Orthotics.

28. Co-Conspirator 1 was a resident of Broward County, Florida.

29. Co-Conspirator 2 owned and operated Offshore Marketing Company 1.

30. Victor Van Vickery was a resident of Palm Beach County, Florida, and the owner and operator of Victory Precision Marketing.

31. Individual 1, a resident of Broward County, Florida, was the owner of record of MR. JJ and the sole signatory on the MR. JJ Account.

32. Individual 2 was a resident of New York and the owner of record of Braces and Orthotics.

**COUNT 1**  
**Conspiracy to Defraud the United States**  
**(18 U.S.C. § 371)**

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

2. Beginning in or around January 2022, and continuing through in or around February 2023, in Broward County, in the Southern District of Florida, and elsewhere, the defendants,

**MARCO ANTONIO ROSAS SCAMARONE,**  
**a/k/a “King Po,”**  
**JOSE CRISTOBAL MENDEZ,**  
**a/k/a “BayBay,”**  
**RENEE VAZQUEZ,**  
**a/k/a “King Jungle,” and**  
**ROBERTO VASQUEZ MORALES,**

did knowingly and willfully, that is, with the intent to further the object of the conspiracy, combine, conspire, confederate, and agree with each other, Co-Conspirator 1, Co-Conspirator 2, Victor Van Vickery, and others known and unknown to the Grand Jury, to defraud the United States by impairing, impeding, obstructing, and defeating, through deceitful and dishonest means, the lawful government functions of HHS and CMS in their administration and oversight of Medicare.

**Purpose of the Conspiracy**

3. It was a purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by, among other things: (a) falsifying and causing the falsification of Medicare enrollment forms for Stone Oak and Braces and Orthotics to conceal the true ownership of these DME companies, deceive HHS and CMS, and, in doing so, interfere with HHS and CMS' oversight of Stone Oak and Braces and Orthotics; (b) paying illegal kickbacks and bribes in exchange for beneficiary referrals and doctors' orders prescribing medically unnecessary orthotic braces in order to justify billing Medicare for these braces; (c) submitting and causing the submission of false and fraudulent claims to Medicare for orthotic braces that were medically unnecessary, ineligible for Medicare reimbursement, and not provided as billed; (d) concealing and causing the concealment of false and fraudulent claims to Medicare, thereby deceiving HHS and CMS into paying many of these claims; and (e) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the conspiracy.

**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 other things, the following:

4. **SCAMARONE, MENDEZ**, and Co-Conspirator 1 hired Victor Van Vickery to broker their purchase of two DME providers, Braces and Orthotics and Stone Oak, for the purpose of billing Medicare.

5. **SCAMARONE** and **MENDEZ** concealed their ownership, management, and control of Braces and Orthotics and Stone Oak from Medicare by hiring Individual 2 and **VAZQUEZ** to agree to list their names as the sole owners and managers of Braces and Orthotics and Stone Oak. In doing so, **SCAMARONE** and **MENDEZ** deceived HHS and CMS regarding



the true ownership of Braces and Orthotics and Stone Oak and thereby interfered with HHS and CMS' ability to oversee these companies.

6. **VAZQUEZ** agreed to be listed as the sole owner and manager of Stone Oak with Medicare. **VAZQUEZ** signed his name, and allowed others to sign his name, to multiple CMS Form 855S documents that were submitted to Medicare, falsely certifying that (a) **VAZQUEZ** was the sole owner and managing employee of Stone Oak, (b) **VAZQUEZ** and Stone Oak would comply with all Medicare regulations and would not pay kickbacks and bribes to obtain beneficiary referrals and completed doctors' orders, and (c) **VAZQUEZ** and Stone Oak would not knowingly submit or cause to be submitted false claims to Medicare. In doing so, **VAZQUEZ** made it appear as though Stone Oak would operate in compliance with the law and deceived HHS and CMS into reactivating Stone Oak's Medicare billing privileges.

7. **MENDEZ** and **SCAMARONE** used shell companies held in the names of friends and relatives, including House of Bundles, Southflo, and other entities, to transfer money from Braces and Orthotics and Stone Oak bank accounts to these other entities and to conceal their ownership, management, and control of Braces and Orthotics and Stone Oak.

8. Co-Conspirator 1 and **SCAMARONE** directed Individual 1 to form MR. JJ and to open the MR. JJ Account, which **SCAMARONE** and **MORALES** then used to pay illegal kickbacks and bribes to Offshore Marketing Company 1 in exchange for the referral of beneficiaries and doctors' orders to enable Stone Oak to bill Medicare for medically unnecessary orthotic braces. Offshore Marketing Company 1 used aggressive and deceptive sales tactics to pressure and trick beneficiaries into agreeing to accept medically unnecessary orthotic braces. By using MR. JJ to pay illegal kickbacks and bribes on Stone Oak's behalf, **SCAMARONE** and

**MORALES** further deceived HHS and CMS and impeded HHS and CMS's ability to detect the fact that Stone Oak was paying illegal kickbacks and bribes.

9. **SCAMARONE** caused Individual 1's signature to be applied, without Individual 1's consent and knowledge, to a contract with Offshore Marketing Entity 1 to conceal the fact that **SCAMARONE** and **MORALES** were using MR. JJ to pay illegal kickbacks and bribes to Offshore Marketing Company 1 on behalf of Stone Oak and Braces and Orthotics.

10. From in or around August 2022 through in or around January 2023, Stone Oak submitted false and fraudulent claims to Medicare in the approximate amount of \$5.5 million for orthotic braces that were medically unnecessary, ineligible for reimbursement, and procured through the payment of illegal kickbacks and bribes. Medicare paid approximately \$2.2 million on these claims.

11. From in or around January 2022 through in or around August 2022, Braces and Orthotics submitted false and fraudulent claims to Medicare in the approximate amount of \$1.3 million for orthotic braces that were medically unnecessary, ineligible for reimbursement, and procured through the payment of illegal kickbacks and bribes. Medicare paid approximately \$485,000 on these claims.

12. **SCAMARONE, MENDEZ, VAZQUEZ, MORALES**, and their co-conspirators used the proceeds of the fraud to benefit themselves and others, and to further the conspiracy.

### **Overt Acts**

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

1. On or about January 7, 2022, **MENDEZ** caused Individual 2 to become the registered agent of Braces and Orthotics with the Virginia State Corporation Commission.

2. On or about January 21, 2022, **MENDEZ** caused Individual 2 to authorize a CMS Form 855S on behalf of Braces and Orthotics, falsely certifying that Individual 2 was the sole owner and managing employee of Braces and Orthotics, that Individual 2 and Braces and Orthotics would comply with all Medicare regulations and would not pay illegal kickbacks and bribes, and that Individual 2 and Braces and Orthotics would not knowingly submit false and fraudulent claims to Medicare. In doing so, **SCAMARONE** and **MENDEZ** concealed from Medicare their ownership and management interests in Braces and Orthotics.

3. On or about February 1, 2022, **VAZQUEZ** formed Stone Oak as a limited liability company in Florida.

4. On or about April 12, 2022, **MORALES** authorized a wire transfer from the Braces and Orthotics Account to Victory Precision Marketing in the approximate amount of \$10,000, which was an illegal kickback and bribe in exchange for beneficiary referrals and doctors' orders for medically unnecessary orthotic braces that Braces and Orthotics could bill to Medicare.

5. On or about April 29, 2022, **VAZQUEZ** signed an LLC Membership Purchase Agreement, agreeing to purchase Stone Oak from its original owner.

6. On or about May 5, 2022, **VAZQUEZ** authorized a CMS Form 855S on behalf of Stone Oak, falsely certifying that he was the sole owner and managing employee of Stone Oak, that he and Stone Oak would comply with all Medicare regulations and would not pay illegal kickbacks and bribes, and that he and Stone Oak would not knowingly submit false and fraudulent claims to Medicare. In doing so, **VAZQUEZ** concealed from Medicare the ownership and management interests that **MENDEZ** and **SCAMARONE** held in Stone Oak.

7. On or about July 19, 2022, **VAZQUEZ** authorized a CMS Form 855S on behalf of Stone Oak, removing its original owner from Stone Oak's Medicare paperwork and, in doing so, re-certifying that **VAZQUEZ** was the sole owner and managing employee of Stone Oak, that he and Stone Oak would comply with all Medicare regulations and would not pay illegal kickbacks and bribes, and that he and Stone Oak would not knowingly submit false and fraudulent claims to Medicare. In doing so, **VAZQUEZ** again concealed the ownership and management interests that **SCAMARONE** and **MENDEZ** held in Stone Oak.

8. On or about August 7, 2022, **SCAMARONE** caused Individual 1's signature to be applied to a Services Agreement between MR. JJ and Offshore Marketing Company 1, which was a contract designed to conceal the payment of illegal kickbacks and bribes in exchange for beneficiary referrals and doctors' orders prescribing orthotic braces.

9. On or about August 15, 2022, **MORALES** arranged a meeting with Individual 1 to facilitate the formation of MR. JJ.

10. On or about August 19, 2022, **SCAMARONE** accompanied Individual 1 to a Bank 1 branch in Broward County, Florida to open the MR. JJ Account.

11. On or about November 7, 2022, **SCAMARONE** deposited or caused to be deposited approximately \$27,500 cash into the MR. JJ Account to fund the payment of illegal kickbacks and bribes to Offshore Marketing Company 1 and to conceal the fact that Stone Oak was paying kickbacks and bribes to Offshore Marketing Company 1 in exchange for beneficiary referrals and doctors' orders for medically unnecessary orthotic braces.

12. On or about November 7, 2022, **SCAMARONE**, through the MR. JJ Account, paid or caused to be paid approximately \$27,400 to Offshore Marketing Company 1, which was an

illegal kickback and bribe in exchange for beneficiary referrals and doctors' orders for medically unnecessary orthotic braces that Stone Oak could bill to Medicare.

13. On or about November 21, 2022, **SCAMARONE** and **VAZQUEZ** withdrew approximately \$33,500 in cash from the Stone Oak Account.

14. On or about November 21, 2022, **SCAMARONE** deposited or caused to be deposited approximately \$33,500 cash into the MR. JJ Account to fund the payment of kickbacks and bribes to Offshore Marketing Company 1 and to conceal the fact that Stone Oak was paying kickbacks and bribes to Offshore Marketing Company 1 in exchange for beneficiary referrals and doctors' orders for medically unnecessary orthotic braces.

15. On or about November 21, 2022, **SCAMARONE**, through the MR. JJ Account, paid Offshore Marketing Company 1 approximately \$33,000, which was an illegal kickback and bribe in exchange for beneficiary referrals and doctors' orders for medically unnecessary orthotic braces that Stone Oak could bill to Medicare.

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

**COUNT 2**  
**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 though fully set forth herein.

2. From in or around January 2022, and continuing through in or around February 2023, in Broward County, in the Southern District of Florida, and elsewhere, the defendants,

**MARCO ANTONIO ROSAS SCAMARONE,**  
**a/k/a "King Po,"**  
**JOSE CRISTOBAL MENDEZ,**  
**a/k/a "BayBay," and**  
**RENEE VAZQUEZ,**

**a/k/a “King Jungle,”**

did knowingly and voluntarily combine, conspire, confederate and agree with each other, Co-Conspirator 1, and others known and unknown to the Grand Jury, to commit offenses under Title 18, United States Code, Sections 1956 and 1957, to wit:

- a. to knowingly conduct a financial transaction affecting interstate and foreign commerce, which financial 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, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i); and
- b. to knowingly 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, such property being 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 is an offense involving a Federal health care offense, namely, a conspiracy to defraud the United States, in violation of Title 18, United States Code, Section 371.

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

**COUNTS 3-7**  
**Money Laundering**  
**(18 U.S.C. § 1956(a)(1)(B)(i))**

On or about the dates as to each count set forth below, in Broward County, in the Southern District of Florida, and elsewhere, the defendants,

**MARCO ANTONIO ROSAS SCAMARONE,**  
**a/k/a “King Po,”**  
**JOSE CRISTOBAL MENDEZ,**  
**a/k/a “BayBay,” and**  
**RENEE VAZQUEZ,**  
**a/k/a “King Jungle,”**

as identified in the following counts, did knowingly conduct and attempt to conduct a financial transaction affecting interstate commerce, which financial 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 such 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 set forth below:

<b>Count</b>	<b>Defendant(s) Charged</b>	<b>Approximate Date</b>	<b>Description of Financial Transaction</b>
<b>3</b>	<b>SCAMARONE, MENDEZ</b>	August 30, 2022	Wire transfer of approximately \$52,000 from the Braces and Orthotics Account to the House of Bundles Account
<b>4</b>	<b>SCAMARONE, MENDEZ</b>	October 7, 2022	Wire transfer of approximately \$100,100 from the Stone Oak Account to the House of Bundles Account
<b>5</b>	<b>SCAMARONE, VAZQUEZ</b>	November 18, 2022	Cash withdrawal of approximately \$50,000 from the Stone Oak Account
<b>6</b>	<b>SCAMARONE, VAZQUEZ</b>	December 2, 2022	Wire transfer of approximately \$35,017 from the Stone Oak Account to the Southflo Account

<b>Count</b>	<b>Defendant(s) Charged</b>	<b>Approximate Date</b>	<b>Description of Financial Transaction</b>
<b>7</b>	<b>SCAMARONE</b>	December 17, 2022	Cash withdrawal of \$1,000 from the Southflo Account

It is further alleged that the specified unlawful activity is an offense involving a Federal health care offense, namely, a conspiracy to defraud the United States, in violation of Title 18, United States Code, Section 371.

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

**FORFEITURE ALLEGATIONS**  
**(18 U.S.C. § 982(a)(1))**

1. The allegations of this Indictment are hereby re-alleged and by this reference fully incorporated herein for alleging forfeiture to the United States of America of certain property in which the defendants have an interest.

2. Upon conviction of a violation of Title 18, United States Code, Sections 1956(h) or 1956(a)(1)(B)(i), 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 in Title 21, United States Code, Section 853, as incorporated by Title 18, United States Code, Section 982(b)(1).

A TRUE BILL



FOREPERSON

A handwritten signature in blue ink, appearing to read "H. O'Byrne".

HAYDEN P. O'BYRNE  
UNITED STATES ATTORNEY  
SOUTHERN DISTRICT OF FLORIDA

A handwritten signature in blue ink, appearing to read "A. Thor Pogozeleski".

ALEXANDER THOR POGOZELESKI  
ASSISTANT UNITED STATES ATTORNEY  
SOUTHERN DISTRICT OF FLORIDA

LORINDA LARYEA, ACTING CHIEF  
CRIMINAL DIVISION, FRAUD SECTION  
U.S. DEPARTMENT OF JUSTICE

A handwritten signature in blue ink, appearing to read "J. de Boer".

JAMIE DE BOER, ASSISTANT CHIEF  
CRIMINAL DIVISION, FRAUD SECTION  
U.S. DEPARTMENT OF JUSTICE

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA

CASE NO.: 25-CR-60148-SINGHAL/STRAUSS

v.  
MARCO ANTONIO ROSAS SCAMARONE,  
a/k/a "King Po," et al.

## CERTIFICATE OF TRIAL ATTORNEY

\_\_\_\_\_/ Defendants.  
Court Division (select one)  
☐ Miami ☐ Key West ☐ FTP  
☒ FTL ☐ WPB

## Superseding Case Information:

New Defendant(s) (Yes or No) \_\_\_\_\_  
Number of New Defendants \_\_\_\_\_  
Total number of new counts \_\_\_\_\_

I do hereby certify that:

1. I have carefully considered the allegations of the Indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.
2. I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, 28 U.S.C. §3161.
3. Interpreter: (Yes or No) Yes  
List language and/or dialect: Spanish
4. This case will take 7 days for the parties to try.
5. Please check appropriate category and type of offense listed below:  

(Check only one)	(Check only one)
I <input type="checkbox"/> 0 to 5 days	<input type="checkbox"/> Petty
II <input checked="" type="checkbox"/> 6 to 10 days	<input type="checkbox"/> Minor
III <input type="checkbox"/> 11 to 20 days	<input type="checkbox"/> Misdemeanor
IV <input type="checkbox"/> 21 to 60 days	<input checked="" type="checkbox"/> Felony
V <input type="checkbox"/> 61 days and over	
6. Has this case been previously filed in this District Court? (Yes or No) No  
If yes, Judge \_\_\_\_\_ Case No. \_\_\_\_\_
7. Has a complaint been filed in this matter? (Yes or No) No  
If yes, Judge \_\_\_\_\_ Magistrate Case No. \_\_\_\_\_
8. Does this case relate to a previously filed matter in this District Court? (Yes or No) No  
If yes, Judge \_\_\_\_\_ Case No. \_\_\_\_\_
9. Defendant(s) in federal custody as of \_\_\_\_\_
10. Defendant(s) in state custody as of \_\_\_\_\_
11. Rule 20 from the \_\_\_\_\_ District of \_\_\_\_\_
12. Is this a potential death penalty case? (Yes or No) No
13. Does this case originate from a matter pending in the Central Region of the U.S. Attorney's Office prior to October 3, 2019 (Mag. Judge Jared M. Strauss)? (Yes or No) No
14. Did this matter involve the participation of or consultation with Magistrate Judge Eduardo I. Sanchez during his tenure at the U.S. Attorney's Office, which concluded on January 22, 2023? No
15. Did this matter involve the participation of or consultation with Magistrate Judge Marty Fulgueira Elfenbein during her tenure at the U.S. Attorney's Office, which concluded on March 5, 2024? No
16. Did this matter involve the participation of or consultation with Magistrate Judge Ellen F. D'Angelo during her tenure at the U.S. Attorney's Office, which concluded on October 7, 2024? No

By: 

Alexander Pogozeleski  
Assistant United States Attorney  
SDFL Court ID No. A5502549

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: MARCO ANTONIO ROSAS SCAMARONE, a/k/a "King Po"

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

Count #: 1

Title 18, United States Code, Section 371

Conspiracy to Defraud the United States

- \* **Max. Term of Imprisonment:** 5 years
- \* **Mandatory Min. Term of Imprisonment (if applicable):** N/A
- \* **Max. Supervised Release:** 3 years
- \* **Max. Fine:** \$250,000 or twice the gross gain or loss resulting from the offense

Count #: 2

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

Conspiracy to Commit Money Laundering

- \* **Max. Term of Imprisonment:** 20 years
- \* **Mandatory Min. Term of Imprisonment (if applicable):** N/A
- \* **Max. Supervised Release:** 3 years
- \* **Max. Fine:** \$500,000 or twice the value of the property involved in the transaction

Counts #: 3 – 7

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

Money Laundering

- \* **Max. Term of Imprisonment:** 20 years as to each count
- \* **Mandatory Min. Term of Imprisonment (if applicable):** N/A
- \* **Max. Supervised Release:** 3 years
- \* **Max. Fine:** \$500,000 or twice the value of the property involved in the transaction

\*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.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: JOSE CRISTOBAL MENDEZ, a/k/a "BayBay"

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

Count #: 1

Title 18, United States Code, Section 371

Conspiracy to Defraud the United States

- \* **Max. Term of Imprisonment:** 5 years
- \* **Mandatory Min. Term of Imprisonment (if applicable):** N/A
- \* **Max. Supervised Release:** 3 years
- \* **Max. Fine:** \$250,000 or twice the gross gain or loss resulting from the offense

Count #: 2

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

Conspiracy to Commit Money Laundering

- \* **Max. Term of Imprisonment:** 20 years
- \* **Mandatory Min. Term of Imprisonment (if applicable):** N/A
- \* **Max. Supervised Release:** 3 years
- \* **Max. Fine:** \$500,000 or twice the value of the property involved in the transaction

Counts #: 3 – 4

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

Money Laundering

- \* **Max. Term of Imprisonment:** 20 years as to each count
- \* **Mandatory Min. Term of Imprisonment (if applicable):** N/A
- \* **Max. Supervised Release:** 3 years
- \* **Max. Fine:** \$500,000 or twice the value of the property involved in the transaction

\*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.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: RENE VAZQUEZ, a/k/a "King Jungle"

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

Count #: 1

Title 18, United States Code, Section 371

Conspiracy to Defraud the United States

\* **Max. Term of Imprisonment:** 5 years

\* **Mandatory Min. Term of Imprisonment (if applicable):** N/A

\* **Max. Supervised Release:** 3 years

\* **Max. Fine:** \$250,000 or twice the gross gain or loss resulting from the offense

Count #: 2

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

Conspiracy to Commit Money Laundering

\* **Max. Term of Imprisonment:** 20 years

\* **Mandatory Min. Term of Imprisonment (if applicable):** N/A

\* **Max. Supervised Release:** 3 years

\* **Max. Fine:** \$500,000 or twice the value of the property involved in the transaction

Counts #: 5 – 6

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

Money Laundering

\* **Max. Term of Imprisonment:** 20 years as to each count

\* **Mandatory Min. Term of Imprisonment (if applicable):** N/A

\* **Max. Supervised Release:** 3 years

\* **Max. Fine:** \$500,000 or twice the value of the property involved in the transaction

\*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.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: ROBERTO VASQUEZ MORALES

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

Count #: 1

Title 18, United States Code, Section 371

Conspiracy to Defraud the United States

**\* Max. Term of Imprisonment: 5 years**

**\* Mandatory Min. Term of Imprisonment (if applicable): N/A**

**\* Max. Supervised Release: 3 years**

**\* Max. Fine: \$250,000 or twice the gross gain or loss resulting from the offense**

**\*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.**