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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

UNITED STATES OF AMERICA

v.

KEVIN DARNELL CURRY a/k/a
KEVIN D. CURRY III

NO. 4:26-cr-182-O

INDICTMENT

The Grand Jury charges:

General Allegations

At all times material to this Indictment, unless otherwise specified:

1. In or around the charged period, the defendant, **KEVIN DARNELL CURRY**, owned, operated, and controlled Acuity TMS LLC, Acuity TMS of Fort Worth LLC, Acuity TMS of Plano LLC, and Emerald Coast TMS of Ft Walton Beach LLC (collectively, "Acuity"). Acuity was a participating medical provider that billed TRICARE. **CURRY**, through Acuity, submitted and caused the submission of millions of dollars of claims to TRICARE for transcranial magnetic stimulation ("TMS") therapy that, as **CURRY** knew and intended, was, among other things, not provided, not provided as represented, medically unnecessary, induced by the payment of illegal kickbacks and bribes, and/or otherwise ineligible for reimbursement by TRICARE.

The TRICARE Program

2. TRICARE was a health care program of the U.S. Department of Defense ("DoD") that provided health care coverage to DoD active duty service members, National

Guard and Reserve members, retirees, their dependents, and their survivors. Individuals who received health care benefits through TRICARE were known as TRICARE "beneficiaries." TRICARE was overseen and administered by the Defense Health Agency ("DHA") at the DoD.

3. TRICARE was a "health care benefit program," as defined by 18 U.S.C. § 24(b), and a federal health care program, as defined in 42 U.S. Code § 1320a-7b(f), that affected commerce.

4. TRICARE paid for claims only if the items or services were medically necessary for the diagnosis or treatment of a beneficiary's illness or injury, documented, and actually provided as represented.

5. TRICARE did not pay claims for items or services that it knew were, among other things, not provided, not provided as represented, medically unnecessary, induced by illegal kickbacks and bribes, and/or otherwise ineligible for reimbursement by TRICARE.

TMS

6. TMS was a non-invasive treatment that used pulsed magnetic fields to induce an electric current in a localized region of the cerebral cortex in the brain to treat depression when other treatments had not worked.

7. TRICARE only covered TMS therapy for qualified beneficiaries who had a diagnosis of major depressive disorder made in accordance with the most current edition of the Diagnostic and Statistical Manual of Mental Health ("DSM").

8. In order to have qualified for TMS, a TRICARE beneficiary must have had treatment-resistant depression, which required that the beneficiary have a documented

nonresponse (<25% improvement in depression symptoms or scores) to at least two different antidepressants, each from a different pharmacologic class, and must have not responded to a properly conducted episode of treatment with evidence-based psychotherapy, such as a formal trial of cognitive behavioral therapy and/or interpersonal therapy.

9. A TRICARE beneficiary must have received a medical evaluation by a treating provider who was a TRICARE-authorized mental health provider (e.g., a psychiatrist or psychiatric nurse practitioner) trained and capable of performing TMS before TMS would be covered.

The Defendant and Related Entities

10. Defendant **KEVIN DARNELL CURRY**, a resident of Frisco, Texas, was a professional counselor licensed in the state of Texas.

11. Acuity TMS LLC was a Texas company with its principal place of business at 101 East Park Boulevard, Suite 360, Plano, Texas 75074, that purported to operate as a TMS clinic. **CURRY** was the managing member of Acuity TMS LLC, and operated and controlled Acuity TMS LLC.

12. Acuity TMS of Fort Worth LLC was a Texas company with its principal place of business at 6850 Manhattan Boulevard, Suite 250, Fort Worth, Texas 76120, within the Northern District of Texas, that purported to operate as a TMS clinic. **CURRY**'s company Webistics LLC was the managing member of Acuity TMS of Forth Worth LLC. **CURRY** operated and controlled Acuity TMS of Fort Worth LLC.

13. Acuity TMS of Plano LLC was a Texas company with its principal place of business at 101 East Park Boulevard, Suite 360, Plano, Texas 75074, that purported to operate as a TMS clinic. **CURRY**'s company Webistics LLC was the managing member of Acuity TMS of Plano LLC. **CURRY** operated and controlled Acuity TMS of Plano LLC.

14. Emerald Coast TMS of Ft Walton Beach LLC was a Florida company with its principal place of business at 320 Racetrack Road Northwest, Suite 201, Fort Walton Beach, Florida 32547, that purported to operate as a TMS clinic. **CURRY**'s company Webistics LLC was the managing member of Emerald Coast TMS of Ft Walton Beach LLC. **CURRY** operated and controlled Emerald Coast TMS of Ft Walton Beach LLC.

15. Webistics LLC was a Wyoming company with its principal place of business at 6613 Scottsdale Way, Frisco, Texas 75034. **CURRY** was the organizer and managing member of Webistics LLC. **CURRY** operated and controlled Webistics LLC.

16. Company A was a Texas company with its principal place of business in Richardson, Texas, within the Northern District of Texas. Company A provided medical billing services to clients, including Acuity.

17. Company B was a Missouri company with its principal place of business in Saint Charles, Missouri. Company B provided medical billing services to clients, including Acuity.

18. Physician 1 was a resident of McKinney, Texas, and was listed as the rendering provider for certain claims submitted to TRICARE for Acuity.

19. Physician 2 was a resident of Dallas, Texas, within the Northern District of Texas, and was listed as the rendering provider for certain claims submitted to TRICARE for Acuity.

20. Physician 3 was a resident of Springfield, Ohio, and was listed as the rendering provider for certain claims submitted to TRICARE for Acuity.

21. Physician 4 was a resident of McKinney, Texas, and was contracted by **CURRY** to perform certain work for Acuity.

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COUNTS 1 THROUGH 3
Health Care Fraud
(violation of 18 U.S.C. §§ 1347 and 2)

22. Paragraphs 1–21 of this Indictment are realleged and incorporated by reference as if fully set forth herein.

23. Beginning in or around September 2022 and continuing through in or around December 2025, in the Northern District of Texas and elsewhere, the defendant

KEVIN DARNELL CURRY,

aiding and abetting, and aided and abetted by, others known and unknown to the Grand Jury, in connection with the delivery of and payment for health care benefits, items, and services, knowingly and willfully executed and attempted to execute a scheme and artifice to defraud a health care benefit program, as defined in Title 18, United States Code, Section 24(b), that is, TRICARE, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money owned by, and under the custody and control of, TRICARE.

Object and Purpose of the Scheme

24. The object and purpose of the scheme was for **CURRY** and others known and unknown to the Grand Jury to unlawfully enrich themselves and others by, among other things, (a) submitting and causing the submission of false and fraudulent claims to TRICARE for services that were not provided, not provided as represented, medically unnecessary, induced by illegal kickbacks and bribes, and/or otherwise ineligible for reimbursement by TRICARE; (b) concealing the submission of false and fraudulent claims

to TRICARE and the illegal kickback payments; and (c) diverting proceeds of the fraud for their personal use and benefit, for the use and benefit of others, and to further the fraud.

The Scheme to Defraud

25. The fraudulent scheme operated, in substance, as follows:

a. In furtherance of the scheme, **CURRY**, through Acuity, submitted and caused others, including Company A and Company B, to submit false and fraudulent claims to TRICARE for TMS and related services, which, as **CURRY** knew, were not provided to the beneficiaries.

b. In furtherance of the scheme, **CURRY**, through Acuity, submitted and caused others, including Company A and Company B, to submit requests for pre-authorization and claims to TRICARE listing providers, including Physician 1, Physician 2, and Physician 3, without the physicians' knowledge and consent, on the requests for pre-authorization and claims to TRICARE. The providers, including Physician 1, Physician 2, and Physician 3, had no prior relationship with the beneficiaries; were not treating the beneficiaries at the time the pre-authorizations were requested; and did not provide certain TMS services listed on the claims to TRICARE.

c. In furtherance of the scheme, **CURRY**, through Acuity, submitted and caused others, including Company A and Company B, to submit fraudulent claims to TRICARE for TMS and related services for beneficiaries **CURRY** knew were not qualified for TMS services in accordance with TRICARE's rules and regulations.

d. In furtherance of the scheme, **CURRY**, through Acuity, recruited TRICARE beneficiaries to receive TMS treatments at Acuity by offering and paying the beneficiaries illegal kickbacks and bribes.

e. In furtherance of the scheme, **CURRY**, through Acuity, falsified entries in beneficiary medical records, including submitting falsified billing records to Company A and Company B, to cause the submission of false and fraudulent claims to TRICARE for TMS and related services that that were not provided and/or not provided as represented.

f. In furtherance of the scheme, **CURRY**, through Acuity, between August 2023 and December 2025, submitted and caused others, including Company A and Company B, to submit false and fraudulent claims to TRICARE for TMS and related services totaling at least approximately $26,878,282, of which TRICARE paid at least approximately $17,075,566.

g. **CURRY** used the fraud proceeds on lavish purchases, including a gold-plated Tesla Cybertruck, items from luxury department stores, expensive furniture, five-star hotels, and casino nights for employees and TRICARE beneficiaries.

Executions of the Scheme to Defraud

26. On or about the dates as to each count set forth below, in the Northern District of Texas and elsewhere, the defendant,

KEVIN DARNELL CURRY,

aiding and abetting, and aided and abetted by, others known and unknown to the Grand Jury, did knowingly and willfully execute, and attempt to execute, the above-described scheme and artifice to defraud a health care benefit program, in that the defendant submitted and caused the submission of false and fraudulent claims to TRICARE seeking the identified dollar amounts, representing that the services listed below were medically necessary and actually provided:

COUNT	BENEFICIARY	APPROXIMATE DATE	CPT CODE	APPROXIMATE AMOUNT BILLED
1	E.V.	November 13, 2025	90868	$1,790.25
2	S.L.	November 6, 2025	90868	$1,790.25
3	J.M.	August 20, 2025	90868	$1,790.25

Each in violation of Title 18, United States Code, Sections 1347 and 2.

COUNTS FOUR THROUGH SIX
Offer and Payment of Health Care Kickbacks and Bribes
(violation of 42 U.S.C. § 1320a-7b(b)(2)(B) and 18 U.S.C. § 2)

27. Paragraphs 1–21 and 24–25 of this Indictment are realleged and incorporated by reference as if fully set forth herein.

28. On or about the dates as to each count set forth below, in the Northern District of Texas and elsewhere, the defendant,

KEVIN DARNELL CURRY,

aiding and abetting, and aided and abetted by, others known and unknown to the Grand Jury, did knowingly and willfully offer and pay remuneration, that is, kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, including by check and wire transfer, to any person to induce such person to purchase, lease, order, and arrange for and recommend purchasing, leasing, and ordering any good, facility, service, and item for which payment may be made in whole and in part under a Federal health care program, as set forth below:

COUNT	APPROXIMATE DATE	APPROXIMATE AMOUNT PAID	DESCRIPTION
4	November 6, 2025	$1,000	Transfer from Navy Federal Credit Union account x5412 in the name of Acuity TMS of Plano LLC to TRICARE Beneficiary G.F.
5	November 23, 2025	$1,300	Check from Navy Federal Credit Union account x5412 in the name of Acuity TMS of Plano LLC to TRICARE Beneficiary K.P.
6	November 28, 2025	$1,000	Transfer from Navy Federal Credit Union account x4368 in the name of Acuity TMS of Fort Worth LLC to TRICARE Beneficiary N.R.

Each in violation of Title 42, United States Code, Section 1320a-7b(b)(2)(B) and Title 18, United States Code, Section 2.

COUNTS SEVEN THROUGH NINE
Engaging in Monetary Transactions in Criminally Derived Property
(violation of 18 U.S.C. §§ 1957 and 2)

29. Paragraphs 1–21 and 24–25 of this Indictment are realleged and incorporated by reference as if fully set forth herein.

30. On or about the dates as to each count set forth below, in the Northern District of Texas and elsewhere, the defendant,

KEVIN DARNELL CURRY,

aiding and abetting, and aided and abetted by, others known and unknown to the Grand Jury, did knowingly engage in and attempt to engage in the following monetary transactions within the United States, by, through, and to a financial institution affecting interstate and foreign commerce, in criminally derived property of a value greater than $10,000, such transactions involving the proceeds of a specified unlawful activity, that is, health care fraud, in violation of Title 18, United States Code, Sections 1347 and 2, and offering and paying health care kickbacks and bribes, in violation of Title 42, United States Code, Section 1320a-7b(b) and Title 18, United States Code, Section 2, as set forth below:

COUNT	APPROXIMATE DATE	APPROXIMATE AMOUNT	DESCRIPTION
7	March 13, 2025	$22,000	Cashier's check drawn from First National Bank of Omaha account x2777 in the name of Acuity TMS of Plano to Physician 4
8	July 16, 2025	$75,000	Cashier's check drawn from Navy Federal Credit Union account x4368 in the name of Acuity TMS of Fort Worth LLC to Company A
9	July 18, 2025	$61,000	Cashier's check drawn from Navy Federal Credit Union account x4368 in the name of Acuity TMS of Fort Worth LLC to Company A

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

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<u>FORFEITURE NOTICE</u>
(18 U.S.C. § 982(a)(7); 18 U.S.C. § 982(a)(1))

31. All previous paragraphs of this Indictment are realleged and incorporated by reference as though fully set forth herein.

32. Pursuant to 18 U.S.C. § 982(a)(7), upon conviction for any of Counts One through Six of this Indictment, the defendant,

KEVIN DARNELL CURRY,

shall forfeit to the United States, any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

33. Pursuant to 18 U.S.C. § 982(a)(1), upon conviction for any of Counts Seven through Nine of this Indictment, the defendant,

KEVIN DARNELL CURRY,

shall forfeit to the United States, any property, real or personal, involved in such offense, or any property traceable to such property.

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

a. a "money" judgment in the amount of the gross proceeds traceable to the scheme underlying Counts One through Six and no less than $17,075,566;

b. a "money" judgment in the amount of the value of the property involved in the offense alleged in Count Seven and no less than $22,000;

c. a "money" judgment in the amount of the value of the property involved in the offense alleged in Count Eight and no less than $75,000;

d. a "money" judgment in the amount of the value of the property involved in the offense alleged in Count Nine and no less than $61,000;

e. a 2024 Tesla Cybertruck – VIN 7G2CEHED7RA025799;

f. approximately $30,794.62 in funds seized from Navy Federal Credit Union account ending 5412 in the name of Acuity TMS of Plano LLC;

g. approximately $38,277.04 in funds seized from Navy Federal Credit Union account ending in 4368 in the name of Acuity TMS of Fort Worth LLC;

h. all funds and holdings (including appreciation and interest traceable to such funds and holdings) in Fidelity Investments account ending in 9747 in the name of **CURRY**;

i. all funds and holdings (including appreciation and interest traceable to such funds and holdings) in Fidelity Investments account ending in 6554 in the name of **CURRY**;

j. all funds and holdings (including appreciation and interest traceable to such funds and holdings) in Fidelity Investments account ending in 3168 in the name of **CURRY**; and

k. all funds and holdings (including appreciation and interest traceable to such funds and holdings) in Fidelity Investments account ending in 2579 in the name of **CURRY**.

35. Pursuant to 21 U.S.C. § 853(p), 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 intends to seek forfeiture of any other property of the defendant up to the value of the property detailed as subject to forfeiture.

A TRUE BILL:

GRAND JURY FOREPERSON

RYAN RAYBOULD
United States Attorney

LORINDA LARYEA
Chief
Fraud Section, Criminal Division
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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

THE UNITED STATES OF AMERICA

v.

KEVIN D. CURRY III (01)

INDICTMENT

18 U.S.C. §§ 1347 and 2
Health Care Fraud
Counts 1 – 3

42 U.S.C. § 1320a-7b(b)(2)(B) and 18 U.S.C. § 2
Offer and Payment of Health Care Kickbacks and Bribes
Counts 4 – 6

18 U.S.C. §§ 1957 and 2
Engaging in Monetary Transactions in Criminally Derived Property
Counts 7 – 9

18 U.S.C. § 982(a)(7); 18 U.S.C. § 982(a)(1)
Forfeiture

A true bill rendered

DALLAS FOREPERSON

Filed in open court this 17th day of June, 2026.

Summons to Issue

UNITED STATES MAGISTRATE JUDGE