UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Mag. No. 26-13122
	:	
v.	:	Hon. Leda Dunn Wettre, U.S.M.J.
	:	
GREELENSKY CHARLES	:	**CRIMINAL COMPLAINT**

I, Special Agent Zachary G. Tabak, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Special Agent with the U.S. Department of Health and Human Services, Office of the Inspector General, and that this complaint is based on the following facts:

SEE ATTACHMENT B

Continued on the attached page and made a part hereof:

Zachary G. Tabak, Special Agent
U.S. Department of Health & Human Services,
Office of the Inspector General

Special Agent Zachary G. Tabak attested to this Complaint by telephone pursuant to Fed. R. Crim. P. 4.1(b)(2)(A), on this ____10th__ of June, 2026.

/s/ Hon. Leda Dunn Wettre/RLT

Hon. Leda Dunn Wettre
United States Magistrate Judge

ATTACHMENT A

Counts One through Ten

(Health Care Fraud)

On or about the dates specified below, in the District of New Jersey and elsewhere, defendant

GREELENSKY CHARLES,

knowingly and willfully executed and attempted to execute a scheme and artifice to defraud and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by and under the control of Medicare, a health care benefit program as defined in Title 18, United Sates Code, Section 24(b), in connection with the delivery of and payment for health care benefits, items, and services.

Count	Approx. Purported Date of Service	Purported Service	Patient	Approx. Billed Amount
1	6/25/2021	Ambulance service, basic life support, non-emergency transport (A0428)	Patient-1	$700.00
2	6/25/2021	Ground mileage, per statute mile (A0425)	Patient-1	$190.00
3	7/30/2022	Ambulance service, basic life support, non-emergency transport (A0428)	Patient-4	$900.00
4	7/30/2022	Ground mileage, per statute mile (A0425)	Patient-4	$200.00
5	8/7/2023	Ambulance service, basic life support, non-emergency transport (A0428)	Patient-5	$900.00
6	8/7/2023	Ground mileage, per statute mile (A0425)	Patient-5	$200.00
7	1/10/2024	Ambulance service, basic life support, non-emergency transport (A0428)	Patient-2	$700.00
8	1/10/2024	Ground mileage, per statute mile (A0425)	Patient-2	$210.00
9	1/13/2026	Ambulance service, basic life support, non-emergency transport (A0428)	Patient-3	$1,800.00

10	1/13/2026	Ground mileage, per statute mile (A0425)	Patient-3	$460.00

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

ATTACHMENT B

I, Zachary G. Tabak, am a Special Agent with the U.S. Department of Health and Human Services, Office of the Inspector General ("HHS-OIG"). I am fully familiar with the facts set forth herein based on my own investigation, my conversations with other law enforcement officers, and my review of reports, documents, and other items of evidence. Because this Complaint is being submitted for a limited purpose, I have not set forth each and every fact that I know concerning this investigation. Where statements of others are related herein, they are related in substance and part. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

Background

1. Since at least in or around February 2024, law enforcement has been investigating the fraudulent billing of unnecessary ambulance services operating in New Jersey. During the course of the investigation, law enforcement learned that Greelensky Charles ("CHARLES") conducted, controlled, managed, supervised, directed, and owned multiple purported unlicensed ambulance transport businesses, and aided and abetted their activities.

2. At all times relevant to this Complaint, unless otherwise indicated:

   a. CHARLES was a resident of Union County, New Jersey who owned and operated at least two ambulance transport businesses that submitted claims to Medicare, including Phoenix Medical Transportation LLC ("Phoenix") and Trucare Medical Transportation LLC ("Trucare").

   b. Individual-1 was a resident of Union County, New Jersey who was affiliated with CHARLES but did not direct the activities of Phoenix or Trucare.

   c. Employee-1 was a resident of Union, New Jersey who worked at the direction of CHARLES.

   d. Insurer-1 was a health insurance company headquartered in Minnesota. Insurer-1 was a qualified Medicare Advantage Organization ("MAO").

   e. Insurer-2 was a health insurance company headquartered in Virginia. Insurer-2 was a qualified MAO.

   f. Insurer-3 was a health insurance company headquartered in Tennessee. Insurer-3 was a qualified MAO.

   g. Insurer-4 was a health insurance company headquartered in Connecticut. Insurer-4 was a qualified MAO.

h. Insurer-1, Insurer-2, Insurer-3, and Insurer-4, are collectively referred to herein as the MAO Insurers.

i. Patient-1 was a resident of Roselle, New Jersey. Patient-1 was a Medicare Advantage beneficiary insured by Insurer-1 for whom Phoenix submitted insurance reimbursement claims for ambulance transportation services purportedly provided by Phoenix within the District of New Jersey.

j. Patient-2 was a resident of Rahway, New Jersey. Patient-2 was a Medicare Advantage beneficiary insured by Insurer-3 for whom Phoenix and Trucare submitted insurance reimbursement claims for ambulance transportation services purportedly provided by Phoenix and Trucare within the District of New Jersey.

k. Patient-3 was a resident of Linden, New Jersey. Patient-3 was a commercially-insured beneficiary insured by Insurer-4 for whom Trucare submitted insurance reimbursement claims for ambulance transportation services purportedly provided by Trucare within the District of New Jersey.

l. Patient-4 was a resident of Highland Park, New Jersey. Patient-4 was a Medicare Advantage beneficiary insured by Insurer-2 for whom Phoenix and Trucare submitted insurance reimbursement claims for ambulance transportation services purportedly provided by Phoenix and Trucare within the District of New Jersey.

m. Patient-5 was a resident of Maplewood, New Jersey. Patient-5 was a Medicare Advantage beneficiary insured by Insurer-2 for whom Trucare submitted insurance reimbursement claims for ambulance transportation services purportedly provided by Trucare within the District of New Jersey.

3. CHARLES directed the activities of Phoenix and Trucare, which billed for ambulance services not rendered, or not rendered in accordance with Medicare guidelines.

The Medicare Program

4. The Medicare Program ("Medicare") is a federal health care program that provides free or below-cost health benefits to certain individuals, primarily persons aged 65 years or older, or the disabled. Medicare is administered by HHS through its agency, the Centers for Medicare & Medicaid Services ("CMS"). Individuals who receive benefits under Medicare are commonly referred to as Medicare "beneficiaries."

5. Medicare is divided into different programs or "parts." "Part A" covers health services provided by hospitals, skilled nursing facilities, hospices, and home health agencies. "Part B" covers a variety of health care benefits, items, and services including physician services (doctor's visits) and necessary and reasonable ambulance services when provided under certain circumstances. "Part C," also known as "Medicare Advantage," provides Medicare beneficiaries with the option to receive their Medicare benefits through a wide variety of private managed care plans. Private health insurance companies offering Part C plans are known as Medicare Advantage Organizations ("MAOs"). MAOs are required to provide Medicare beneficiaries with the same services (except hospice care) and supplies offered under other Medicare plans. Health care providers that provide and supply items and services to beneficiaries, whether under Medicare Part A, B, or C, are referred to as "providers."

6. MAOs, including Insurers-1 through 4, and others, contract with CMS to provide managed care to Medicare beneficiaries. In Medicare Advantage, the Government pays each MAO a monthly fixed, capitated (per beneficiary) amount, adjusted by the expected risk of each beneficiary. As such, these companies are "health care benefit programs," as defined by 18 U.S.C. § 24(b).

7. MAOs often make payments directly to providers, rather than to the Medicare beneficiaries that receive the health care benefits, items, and services. To obtain payment for services or treatment provided to a beneficiary enrolled in a Part C sponsored plan, providers submit itemized claim forms to the MAO (e.g., the MAO Insurers) certifying that the contents of the form are true, correct, and complete, and that the form was prepared in compliance with the laws and regulations governing Medicare. The provider also certifies that the services being billed were medically necessary and were in fact provided as billed. The claim forms are typically submitted electronically.

8. A provider need not be enrolled with Medicare to submit claims to MAOs for services provided to Medicare beneficiaries and, if not enrolled, is considered a non-participating provider. Such a provider does not have to enroll with or enter an agreement with an MAO to bill that MAO. An unenrolled provider is treated as an out-of-network provider and does not have to disclose corporate information such as ownership information or banking information.

9. In my training and experience, I am aware that some individuals committing health care fraud will avoid registering with Medicare Parts A and/or B due to the many disclosures necessary to enroll as a provider and bill those program parts.

Billing for Ambulance Services

10. Medically necessary and reasonable ambulance services were a covered benefit when they were provided to enrolled Medicare beneficiaries under certain circumstances. Specifically, Medicare would reimburse non-emergency ambulance transportation services only if a covered beneficiary at the time of transport (i) could not be transported by any other means, such as taxi, private automobile, wheelchair van, or other vehicle, without endangering the individual's health and (ii) was bed-confined, *i.e.,* the beneficiary could not get up from bed without assistance and/or could not walk and/or could not sit in a chair or wheelchair, before, during, and after the transport.

11. Medicare required any vehicle used as an ambulance to be designed and equipped to respond to medical emergencies, and in non-emergency situations, to be capable of transporting beneficiaries with acute medical conditions. Medicare required a basic life support ambulance to be staffed with at least two people, one of whom had to be a certified emergency medical technician ("EMT"). Medicare paid ambulance mileage to and from approved destinations. Medicare did not cover ambulance services provided in vans and privately owned vehicles.

12. Medicare required enrolled providers to use the Healthcare Common Procedure Coding System ("HCPCS") to process claims in an orderly and consistent manner. The HCPCS code for basic life support, non-emergency ambulance transportation was A0428. The HCPCS code for ambulance mileage was A0425.

13. To bill Medicare or a Medicare Advantage plan, a provider, including an ambulance service, is required to obtain a National Provider Identifier ("NPI") number through the National Plan and Provider Enumeration System ("NPPES"). Upon approval, a provider acquires a unique 10-digit NPI. After an NPI is provided, NPPES publicly publishes certain parts of the NPI record to include the provider's name, specialty, taxonomy, and practice address.

Phoenix and Trucare

14. According to the NPPES NPI Registry, Phoenix is a provider of ambulatory services operating under NPI number 1952752701 which it received on or about June 23, 2016. INDIVIDUAL-1 is listed as the "Authorized Official" and "Owner" of Phoenix.

15. According to the NPPES NPI Registry, Trucare is a provider of ambulatory services operating under NPI number 1164170171 which it received on or about March 17, 2022. CHARLES is listed as the "Authorized Official" and "Operations Manager" of Trucare.

16. Review of the MAO Insurers claims data revealed that Phoenix billed approximately $10,354,152 for ambulance transport services allegedly provided

between approximately January 1, 2017 and June 17, 2024 for approximately 18 beneficiaries. Phoenix received approximately $3,226,357 as payment for those claims.[1] At no time was Phoenix ever enrolled with an MAO; Phoenix always billed as a non-participating, out-of-network provider.

17. Review of the MAO claims data revealed that Trucare billed approximately $818,180 for ambulance transport services allegedly provided between approximately February 1, 2022 and December 23, 2023 for approximately 4 beneficiaries. Trucare received approximately $161,551 as payment for those claims. At no time was Trucare ever enrolled with an MAO; Trucare always billed as a non-participating, out-of-network provider.

The Scheme to Defraud

18. Law enforcement has learned that CHARLES directed the submission of fraudulent claims to the MAO Insurers on behalf of Phoenix and Trucare for purported ambulance services, transporting bedridden patients with end stage renal disease, and from dialysis treatment centers.

19. The investigation has revealed that those claims to the MAO Insurers were fraudulent.

20. Law enforcement interviewed several beneficiaries and Employee-1 (who, at the direction of CHARLES, sometimes performed purported ambulance services on behalf of Phoenix) and learned that:

a. Many of the claims for purported ambulance services occurred on days when the patient did not receive treatment for dialysis or any other medical condition. In other words, CHARLES submitted claims for ambulance services that were not rendered, contrary to Medicare guidelines;

b. Many of the claims were submitted on behalf of beneficiaries who were ambulatory and not confined to their beds, contrary to Medicare requirements; and

c. Many of the claims were submitted for ambulance services rendered using traditional passenger vehicles (i.e., sedans) operated by

[1] These numbers are approximately due to how MAOs report claims and payment data to CMS. MAOs submit their Medicare Part C claims data to CMS, which memorializes the services provided to the Medicare Part C beneficiaries but does not include official paid amounts for those services. MAOs are not required to submit paid amounts for the reported claims. While some do provide this information, others elect to report no paid amounts, or to report fee-for-service equivalent billed or paid amounts. CMS does not independently verify the amounts.

individuals who were not licensed EMTs, contrary to Medicare guidelines

21. Furthermore, law enforcement interviewed representatives of the MAO Insurers and reviewed the MAO Insurers records and learned the following:

Insurer-1

22. From dates of service from on or about January 2, 2018, through on or about November 2, 2021, Phoenix submitted hundreds of reimbursement claims to Insurer-1 for ambulance transporting services that Phoenix purportedly provided to Patient-1.

23. However, the investigation has revealed that Phoenix billed Insurer-1 for ambulance services that it did not, in fact, provide to Patient-1.

24. Specifically, law enforcement learned that Patient-1 informed Insurer-1 that Phoenix submitted claims on behalf of Patient-1 for ambulance services that he/she had never received. Moreover, those claims submitted represented that Patient-1 was diagnosed with end stage renal disease when, in fact, Patient-1 does not have any issues with his/her kidneys.

25. Patient-1 notified Insurer-1 that he/she believed the claims were fraudulent. In response, Insurer-1 sent Phoenix multiple requests for supporting medical records to substantiate those claims for reimbursement. Phoenix did not respond to those requests.

26. For dates of service dates of service from on or about January 2, 2018, through on or about November 2, 2021, Insurer-1 paid approximately $563,262.69 to Phoenix for ambulance services not rendered to Patient-1.

Insurer-2

27. For dates of service from on or about January 1, 2021, through on or about August 7, 2023, Phoenix and Trucare collectively submitted approximately 1,350 reimbursement claims to Insurer-2 for ambulance transporting services that either Phoenix or Trucare purportedly provided to Patient-4 and Patient-5.

28. However, the investigation has revealed that Phoenix and Trucare both billed Insurer-2 for ambulance services that it did not, in fact, provide to Patient-4 and Patient-5, and billed for services provided in violation of Medicare guidelines.

29. For example, for many of the claims collectively submitted by Phoenix and Trucare to Insurer-2 on behalf of Patient-4 and/or Patient-5, there is no corresponding record that Patient-4 and/or Patient-5 received dialysis services on the

days that Phoenix and Trucare billed Insurer-2 for transporting them to dialysis services.

30. Moreover, law enforcement learned that Patient-4 informed Insurer-2 s/he was always transported to dialysis appointments via passenger vehicles and not ambulances. Despite that, for dates of service between on or about January 1, 2021 to on or about July 30, 2022, Phoenix and Trucare collectively submitted 849 claims to Insurer-2 for ambulance services rendered to Patient-4 contrary to Medicare requirements prohibiting the use of passenger vehicles.

31. Similarly, law enforcement learned that Patient-5 informed Insurer-2 that s/he used transportation to reach his/her dialysis appointments, but that s/he is mobile enough to physically get to the transportation vehicle on his/her own. Despite that, for dates of service between on or about May 2, 2022 to on or about August 7, 2023, Trucare submitted 518 claims to Insurer-2 for ambulance services rendered to Patient-5—and falsely represented in those claims that Patient-5 was bed-ridden—contrary to Medicare requirements prohibiting billing for ambulance services for otherwise ambulatory patients.

32. During this period, Insurer-2 placed Trucare on "prepayment review," which is a process through which Insurer-2 requires providers (like Trucare) to provide supporting medical records to substantiate each reimbursement claim prior to Insurer-2 paying the provider for the claim services. Once Insurer-2 initiated prepayment review, Trucare stopped submitting claims for reimbursement.

33. Insurer-2 eventually terminated prepayment review in or around July 2023. Shortly after Insurer-2 terminated the prepayment review, Trucare resumed billing Insurer-2, including submitting approximately 308 backdated claims for services purportedly rendered during the period Trucare was on prepayment review. Based on that, Insurer-2 reinstituted Trucare's prepayment review and, in response, Trucare again stopped submitting claims for reimbursement.

34. For dates of service from on or about January 1, 2021 to on or about August 7, 2023, Insurer-2 paid approximately $436,317.99 to Phoenix and Trucare collectively for ambulance services purportedly rendered to Patient-4 and Patient-5.

Insurer-3

35. From dates of service from or about September 27, 2021 through on or about January 17, 2024, Phoenix and Trucare collectively submitted approximately 1,600 reimbursement claims to Insurer-3 for ambulance transporting services that either Phoenix or Trucare purportedly provided to Patient-2.

36. However, the investigation has revealed that Phoenix and Trucare both billed Insurer-3 for ambulance services that it did not, in fact, provide to Patient-2, and billed for services provided in violation of Medicare guidelines.

37. Specifically, law enforcement learned that Patient-2 used either Phoenix or Trucare to travel to dialysis appointments two or three times per week, but that Phoenix and Trucare, on the other hand, billed Insurer-3 for transporting Patient-2 to dialysis six times per week.

38. Moreover, law enforcement learned that Patient-2 did not qualify for ambulance transportation services because s/he was ambulatory and that CHARLES transported Patient-2 to dialysis appointments in a passenger vehicle and not in an ambulance, in violation of Medicare requirements.

39. As a result, on or about December 14, 2023, Insurer-3 sent a records request to Phoenix to substantiate its claims for reimbursement. Insurer-3 received no response from Phoenix and, according to Insurer-3, Phoenix subsequently shut down its phone lines.

40. Around the time that Insurer-3 sent the records request to Phoenix, Trucare started submitting reimbursement claims for ambulance transporting services purportedly provided to Patient-2. As a result, Insurer-3 notified Trucare that it was suspending payment for claims related to Patient-2 until Trucare submitted supporting medical records. No records were ever submitted.

41. For dates of service from on or about September 27, 2021 through on or about January 17, 2024, Insurer-3 paid approximately $562,151.79 to Phoenix and Trucare collectively for ambulance services purportedly rendered to Patient-2.

Insurer-4

42. From dates of service from or about November 1, 2021 through on or about January 15, 2026, Trucare submitted approximately 1,625 reimbursement claims to Insurer-4 for ambulance transporting services that Trucare purportedly provided to Patient-3.

43. However, the investigation has revealed that Trucare billed Insurer-4 for ambulance services that it did not, in fact, provide Patient-3.

44. Specifically, law enforcement learned that Trucare billed Insurer-4 for several dates of service for Patient-3 for which there are no corresponding medical claims by another provider, including dates where Patient-3 was at work.

45. Moreover, Trucare submitted claims for ambulance services provided to Patient-3 dating back to on or about around November 1, 2021, which was almost six months before Trucare was assigned its NPI number on or about March 17, 2022. *See supra*, ¶ 15.

46. For dates of service from on or about November 1, 2021 through on or about January 15, 2026, Insurer-4 paid approximately $1,167,932.96 to Trucare for ambulance services purportedly provided to Patient-3.