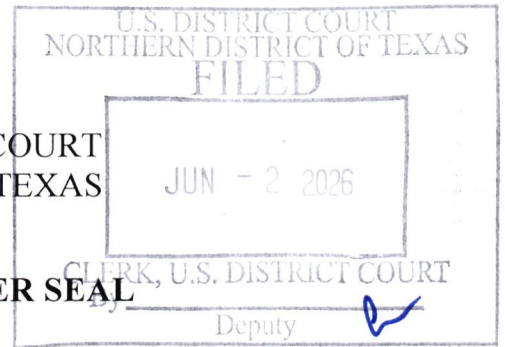


ORIGINAL SEALED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



UNITED STATES OF AMERICA

FILED UNDER SEAL

v.

OLUBAYO IDOWU (02)
JAMES LOU CARLISLE, JR. (03)
VAUGHN ANTHONY BROZEK (04)

CRIMINAL NO. 3:25-cr-260-L
(Supersedes indictment returned on
June 3, 2025)

SUPERSEDING INDICTMENT

The Grand Jury charges:

Introduction

At all times material to this Superseding Indictment:

1. Olatunbosun Osukoya (“Osukoya”), a resident of Plano, Texas, was the managing member of Ayo Biometrics, LLC, d/b/a Cambridge Diagnostics. Cambridge Diagnostics purported to provide electroencephalogram (EEG) testing within the Northern District of Texas and elsewhere.
2. **Olubayo Idowu (“Idowu”)** was a physician practicing in Desoto, Texas.
3. **James Lou Carlisle, Jr. (“Carlisle”)** was a physician practicing in Southlake, Texas.
4. **Vaughn Anthony Brozek (“Brozek”)** was a nurse practitioner practicing in Hurst, Texas.
5. From in or around 2020 and continuing to at least in or around 2023, Osukoya, **Idowu, Carlisle, Brozek**, and others engaged in an unlawful conspiracy to defraud Medicare and other health care benefit programs through the submission of over

\$25 million in false and fraudulent medical claims for EEG testing. The claims were false and fraudulent because they were induced by kickbacks and/or not medically necessary.

Background on Electroencephalographic Monitoring

6. An EEG is a diagnostic test that measures the electrical activity of the brain (brainwaves) using highly sensitive recording equipment attached to the scalp by fine electrodes. It is used to diagnose neurological conditions. Ambulatory, or 24-hour EEG monitoring, is accomplished by a cassette recorder that continuously records brainwave patterns during 24 hours of a patient's routine daily activities and sleep. The monitoring equipment consists of an electrode set, preamplifiers, and a cassette recorder. The electrodes attach to the scalp, and their leads are connected to a recorder, usually worn on a belt.

Victims

7. The victims of the defendant's scheme were various insurance plans and programs, each of which was a health care benefit program as defined by Title 18, United States Code, Section 24(b), including the following:

8. The Medicare Program (Medicare) was a federally-funded health care program providing benefits to persons who were over the age of 65 or disabled. Medicare was administered by the Centers for Medicare and Medicaid Services ("CMS"), a federal agency under the United States Department of Health and Human Services.

9. Unitedhealthcare Benefits of Texas, Inc., Texanplus Star, AARP Medicarecomplete Choice, UnitedHealthcare Insurance Company, Superior Healthplan,

Inc., Molina, Care Improvement Plus of Texas Insurance Company, Humana Insurance Company, and Aetna Medicare Choice Plan were health insurance plans that contracted with Medicare to serve as plan “sponsors” for Medicare beneficiaries enrolled in the “Medicare Advantage” Program.

10. TRICARE was a healthcare program of the United States Department of Defense (DoD) Military Health System that provided coverage for DoD beneficiaries world-wide, including active-duty service members, National Guard and Reserve members, retirees, their dependents, and survivors. The Defense Health Agency (DHA) an agency of the DoD, was the military entity responsible for overseeing and administering the TRICARE program.

11. UnitedHealth Group was a health insurance company. Among other things, it acted as a third-party administrator for insurance plans and programs that cities, school districts, corporations, and small businesses offered to their employees. These insurance plans and programs were funded by the employer and their employees.

12. Cigna was a health insurance company. Among other things, it acted as a third-party administrator for insurance plans and programs that cities, school districts, corporations, and small businesses offered to their employees. These insurance plans and programs were funded by the employer and their employees.

13. Aetna was a health insurance company. Among other things, it acted as a third-party administrator for insurance plans and programs that cities, school districts, corporations, and small businesses offered to their employees. These insurance plans and programs were funded by the employer and their employees.

14. Blue Cross Blue Shield of Texas was a health insurance company. Among other things, it acted as a third-party administrator for insurance plans and programs that cities, school districts, corporations, and small businesses offered to their employees. These insurance plans and programs were funded by the employer and their employees.

15. Claims submitted to the victims for EEG testing qualified for reimbursement only if the service rendered was medically necessary to the treatment of the illness or injury and prescribed by a physician. The victims would not pay claims for EEG testing that were procured by kickbacks.

Count One
Conspiracy to Commit Health Care Fraud
(Violation of 18 U.S.C. § 1349 (18 U.S.C. § 1347))

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

17. From in or around 2020 and continuing to at least in or around 2023, in the Dallas Division of the Northern District of Texas and elsewhere, defendants **Olubayo Idowu, James Lou Carlisle, Jr., and Vaughn Anthony Brozek**, did knowingly and willfully combine, conspire, confederate and agree with Olatunbosun Osukoya and others known and unknown to the Grand Jury, to commit the offense of health care fraud in violation of 18 U.S.C. § 1347, that is, to knowingly and willfully devise and execute and attempt to execute a scheme and artifice to defraud a health care benefit program affecting commerce, as defined in 18 U.S.C. § 24(b), including Medicare, Unitedhealthcare Benefits of Texas, Inc., Texanplus Star, AARP Medicarecomplete Choice, UnitedHealthcare Insurance Company, Superior Healthplan, Inc., Molina, Care Improvement Plus of Texas Insurance Company, Humana Insurance Company, Aetna Medicare Choice Plan, TRICARE, UnitedHealth Group, Cigna, Aetna, and Blue Cross Blue Shield of Texas (hereinafter “the Victims”) and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of the Victims, in connection with the delivery of, and payment for, health care items, benefits, and services, namely electroencephalogram (EEG) testing.

Purpose of the Conspiracy

18. It was the purpose of the conspiracy for the defendants and their coconspirators to unlawfully enrich themselves through the submission of false and fraudulent claims for EEG testing that were induced by kickbacks and/or not medically necessary.

Manner and Means of the Conspiracy

19. The manner and means by which the defendants and their coconspirators sought to accomplish the purpose of the conspiracy included, among other things:

20. As part of the scheme and artifice to defraud, Osukoya sought out individuals with insurance plans to undergo expensive ambulatory EEG testing through Cambridge Diagnostics. To incentivize individuals to undergo the testing, Osukoya offered to pay, and did pay, kickbacks and bribes in varying amounts, typically between \$500 and \$2000.

21. Osukoya also sought out a network of physicians, including **Idowu, Carlisle, Brozek**, and others, to order EEG testing through Cambridge Diagnostics. Osukoya sent individuals he directly recruited to these physicians to order the testing. Additionally, Osukoya encouraged the coconspirator physicians to refer their own patients to Cambridge Diagnostics for EEG testing. In return for referring patients, Osukoya promised to pay, and did pay, kickbacks and bribes to physicians, including **Idowu, Carlisle, Brozek**, and others in the form of a percentage of the reimbursement Cambridge Diagnostics received from the claims.

22. Before any testing was performed, Osukoya sent the individual's insurance information to his "biller," to ensure Cambridge Diagnostics would receive reimbursement for the claim. Osukoya targeted individuals with out-of-network benefits that would reimburse higher for the tests and avoided benefit plans that were known to pay little or nothing for the tests. If the patient had no insurance or did not have insurance that covered the testing, the testing was not performed.

23. Once Osukoya confirmed the insurer would pay, Osukoya performed a routine EEG on the patient and would then instruct the coconspirator physicians, including **Idowu**, **Carlisle**, and **Brozek**, to order ambulatory EEG testing. To conceal the fraudulent billing scheme and to justify payment for the testing, Osukoya and his physician coconspirators frequently listed false or exaggerated diagnoses to make it appear that the service was medically necessary, when in fact, it was not. For instance, Osukoya and his physician coconspirators would falsely represent that the patient had epilepsy or seizures when the patient had no such condition.

24. Osukoya would then direct a technician to the patient's residence to administer the ambulatory EEG testing. The technician would place equipment on the patient's scalp and would return two or three days later to retrieve the equipment. Following the testing, to give an appearance of legitimacy to the scheme, Osukoya sent the test data to a neurologist, who Osukoya paid per test, to be interpreted. Most of the tests, as expected, were deemed to be "normal," and in many instances, patients never actually received any test results.

25. Osukoya, through Cambridge Diagnostics, then submitted a claim to the patients' health insurer, including to the Victims, for reimbursement. Once the claim was paid, Osukoya paid a kickback based on the claim amount to the referring physician, including **Idowu**, **Carlisle**, and **Brozek** and, in certain instances, to the patient. To conceal payment of the kickbacks, Osukoya falsely labeled the payments as loans, medical directorships, and consultation fees, among other things. In some instances, Osukoya paid kickbacks in cash or sent kickbacks and bribes to shell companies controlled by the coconspirator physicians.

26. Over the course of the scheme, Osukoya submitted, through Cambridge Diagnostics, over \$25 million in false and fraudulent claims for EEG testing. In turn, the Victims paid Osukoya over \$5 million based on the false and fraudulent claims.

27. Collectively, Osukoya paid over \$450,000 in kickbacks and bribes to his coconspirators and others in connection with insurance claims paid for EEG testing performed by Cambridge Diagnostics and reimbursed by the Victims.

28. All in violation of 18 U.S.C. § 1349 (18 U.S.C. § 1347).

Notice of Forfeiture
(18 U.S.C. § 982(a)(7))

28. The allegations contained in the preceding paragraphs of this Superseding Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to 18 U.S.C. § 982(a)(7).

29. Upon conviction of the offense set forth in Count One of this Superseding Indictment, the defendant shall forfeit to the United States of America, pursuant to 18 U.S.C. § 982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

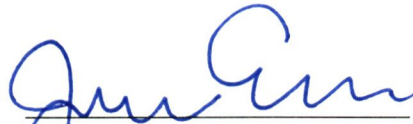
30. The above-referenced property subject to forfeiture includes, but is not limited to, a “money judgment” in the amount of U.S. currency constituting the gross proceeds traceable to the offense.

31. Pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), if any of the property described above, as a result of any act or omission of the defendants:

- 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 forfeitable property described above.

A TRUE BILL:


FOREPERSON

RYAN RAYBOULD
UNITED STATES ATTORNEY


RENEE M. HUNTER
Assistant United States Attorney
Texas Bar No. 24072942
1100 Commerce Street, Third Floor
Dallas, Texas 75242-1699
Telephone: 214-659-8600
Email: Renee.Hunter@usdoj.gov