

**FILED**  
VANESSA L. ARMSTRONG, CLERK

JUN 25 2018

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

U.S. DISTRICT COURT  
WEST'N DIST. KENTUCKY

UNITED STATES OF AMERICA

INDICTMENT

v.

NO. 3:18-cr-87-RGJ

**YESDEL ACOSTA PEREZ**  
**EDUARDO CHINEA-MARTINEZ**

18 U.S.C. § 2  
18 U.S.C. § 982  
18 U.S.C. § 669  
18 U.S.C. § 1028A  
18 U.S.C. § 1341  
18 U.S.C. § 1347  
18 U.S.C. § 1349  
18 U.S.C. § 1956  
18 U.S.C. § 1957

The Grand Jury charges:

COUNT 1

*(Conspiracy to Commit Health Care Fraud)*

1. Beginning no later than on or about May 15, 2015, and continuing through on or about September 1, 2017, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, **YESDEL ACOSTA PEREZ** and **EDUARDO CHINEA-MARTINEZ**, defendants herein, did knowingly combine, conspire, confederate and agree with each other and others known and unknown to the Grand Jury, to violate Title 18, United States Code, Section 1347, that is, to knowingly 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), and to obtain, by means of false and fraudulent pretenses, representations, and promises, money and

property owned by, and under the custody and control of a health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services.

*Object of the Conspiracy and the Scheme to Defraud*

2. It was the object of the conspiracy and scheme to obtain money from health care benefit programs by billing for services, which were never provided.

*Manner and Means of the Conspiracy and the Scheme to Defraud*

3. It was part of the conspiracy that **EDUARDO CHINEA-MARTINEZ** paid **YESDEL ACOSTA PEREZ** to create medical businesses and bank accounts in multiple states. Specifically, **YESDEL ACOSTA PEREZ** created Romero Rehabilitation Physical Therapy, Inc. (Romero), a business using the address of 312 S. 4<sup>th</sup> Street, Suite 700, Louisville, Kentucky; Empire USA, Inc. (Empire), a business using the address of 10300 Linn Station Road, Suite 400, Louisville, Kentucky; and Imaging Group Center, Inc. (Imaging Group), a business using the address of 2727 Paces Ferry Road, Building SE, Suite 750, Atlanta, Georgia. Defendants submitted fraudulent bills to Humana, Inc., a Louisville, Kentucky based health care benefit program, from the Imaging Group in Georgia. Defendants also opened up bank accounts for the fictitious businesses at JP Morgan Chase Bank, Wells Fargo Bank, and Bank of America. Empire and Romero rented virtual office space from Regus in Louisville, Kentucky, to have health care benefit programs mail checks to the virtual office address so the checks could then be forwarded to a Post Office Box in Miami, Florida. Defendants unlawfully obtained the National Provider Identifier (NPI) numbers of two Kentucky doctors for the sole purpose of filing the fraudulent claims with health care benefit programs.

4. It was further part of the conspiracy that the defendants, and others known and unknown to the Grand Jury, billed the fraudulent medical services using Billing Data, Corp., a Florida based

billing company, owned by M.P. Connecticut General Life Insurance Company (CIGNA) and United Health Care Services, Inc. (UHC) mailed checks for the fraudulent services to the Regus virtual office location in Louisville, Kentucky. Regus was directed via email from **YESDEL ACOSTA PEREZ**'s email account to forward all mail to Romero Rehabilitation Physical Therapy, Yesdel Acosta, 8004 NW 154 ST #571, Miami, Florida 33016.

5. It was further part of the conspiracy that the claims were required to contain the beneficiary's name and NPI of the doctor or clinic who allegedly ordered or performed the service; the item or service that was provided; the date of service; and the charge for the service. The unique NPI number for each of the doctors were used, without the doctor's knowledge, in the false and fraudulent billings submitted by defendants for payment.

6. It was further part of the conspiracy that claims for payment for the fraudulent services were submitted to health care benefit programs using the patients' names, dates of birth, insurance/policy numbers, addresses, and patient IDs/Social Security Numbers, without the patients' knowledge. **EDUARDO CHINEA-MARTINEZ**, aided and abetted by **YESDEL ACOSTA PEREZ** and others known and unknown to the Grand Jury, billed approximately \$4,700,000 in fraudulent medical services and was paid approximately \$258,000.

In violation of Title 18, United States Code, Sections 1347 and 1349.

The Grand Jury further charges:

COUNTS 2-4

*(Theft from a Health Care Benefit Program)*

On or about and between March 10, 2016, and October 8, 2016, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully embezzled, stole and without lawful authority converted to their own use and the use of others money, property and assets of a health care benefit program, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Romero, a business using the address of 312 S. 4<sup>th</sup> Street, Suite 700, in Louisville, Kentucky, billed CIGNA for medical services which were never administered to a patient. CIGNA subsequently billed the Hydro Aluminum Metals, USA LLC Welfare Plan (Hydro Aluminum Metals Plan) for these false charges and the Hydro Aluminum Metals Plan paid for a portion of these false charges. The Hydro Aluminum Metals Plan is a health care benefit program.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
2	K.R.	March 10, 2016	July 15, 2016	October 8, 2016	\$2,100/\$1,008
3	K.R.	April 1, 2016	July 15, 2016	October 3, 2016	\$3,300/\$792
4	K.R.	June 22, 2016	July 15, 2016	October 1, 2016	\$2,750/\$660

In violation of Title 18, United States Code, Sections 669 and 2.

The Grand Jury further charges:

COUNTS 5-7  
(*Health Care Fraud*)

On or about and between March 10, 2016, and October 8, 2016, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully executed, and attempted to execute, a scheme and artifice to defraud health care benefit programs, and to obtain, by means of false and fraudulent pretenses, representations, and promises money and property owned by, and under the custody and control of, the health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Romero, a business using the address of 312 S. 4<sup>th</sup> Street, Suite 700, in Louisville, Kentucky, billed CIGNA for medical services which were never administered to a patient. CIGNA subsequently billed the Hydro Aluminum Metals Plan for these false charges.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
5	K.R.	March 10, 2016	July 15, 2016	October 8, 2016	\$2,100/\$1,008
6	K.R.	April 1, 2016	July 15, 2016	October 3, 2016	\$3,300/\$792
7	K.R.	June 22, 2016	July 15, 2016	October 1, 2016	\$2,750/\$660

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

The Grand Jury further charges:

COUNTS 8-10

*(Theft from a Health Care Benefit Program)*

On or about and between November 3, 2015, and December 15, 2015, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully embezzled, stole and without lawful authority converted to their own use and the use of others money, property and assets of a health care benefit program, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Empire, a business using the address of 10300 Linn Station Road, Suite 400, in Louisville, Kentucky, billed UHC for medical services which were never administered to a patient. UHC subsequently billed the Commercial Barge Line Company Welfare Benefit Plan (Commercial Barge Plan) for these false charges and the Commercial Barge Plan paid for a portion of these false charges. The Commercial Barge Plan is a health care benefit program.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
8	E.T.	November 3, 2015	December 15, 2015	December 15, 2015	\$2,100/\$552.80
9	E.T.	November 4, 2015	December 15, 2015	December 15, 2015	\$2,100/\$552.80
10	E.T.	November 10, 2015	December 15, 2015	December 15, 2015	\$2,100/\$386.96

In violation of Title 18, United States Code, Sections 669 and 2.

The Grand Jury further charges:

COUNTS 11-13  
(*Health Care Fraud*)

On or about and between November 3, 2015, and December 15, 2015, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully executed, and attempted to execute, a scheme and artifice to defraud health care benefit programs, and to obtain, by means of false and fraudulent pretenses, representations, and promises money and property owned by, and under the custody and control of, the health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Empire, a business using the address of 10300 Linn Station Road, Suite 400, in Louisville, Kentucky, billed UHC for medical services which were never administered to a patient. UHC subsequently billed the Commercial Barge Plan for these false charges.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
11	E.T.	November 3, 2015	December 15, 2015	December 15, 2015	\$2,100/\$552.80
12	E.T.	November 4, 2015	December 15, 2015	December 15, 2015	\$2,100/\$552.80
13	E.T.	November 10, 2015	December 15, 2015	December 15, 2015	\$2,100/\$386.96

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

The Grand Jury further charges:

COUNT 14

*(Theft from a Health Care Benefit Program)*

On or about and between May 20, 2016, and July 25, 2016, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully embezzled, stole and without lawful authority converted to their own use and the use of others money, property and assets of a health care benefit program, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Romero, a business using the address of 312 S. 4<sup>th</sup> Street, Suite 700, in Louisville, Kentucky, billed CIGNA for medical services which were never administered to a patient. CIGNA subsequently billed the Conway Welfare Benefit Plan (Conway Plan) for these false charges and the Conway Plan paid for a portion of these false charges. The Conway Plan is a health care benefit program.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
14	J.W.	May 20, 2016	July 1, 2016	July 25, 2016	\$3,300/\$187.20

In violation of Title 18, United States Code, Sections 669 and 2.

The Grand Jury further charges:

COUNT 15

*(Health Care Fraud)*

On or about and between May 20, 2016, and July 25, 2016, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known



and unknown to the Grand Jury, knowingly and willfully executed, and attempted to execute, a scheme and artifice to defraud health care benefit programs, and to obtain, by means of false and fraudulent pretenses, representations, and promises money and property owned by, and under the custody and control of, the health care benefit programs, in connection with the delivery of and payment for health care benefits, items, and services, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Romero, a business using the address of 312 S. 4<sup>th</sup> Street, Suite 700, in Louisville, Kentucky, billed CIGNA for medical services which were never administered to a patient. CIGNA subsequently billed the Conway Plan for these false charges.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
15	J.W.	May 20, 2016	July 1, 2016	July 25, 2016	\$3,300/\$187.20

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

The Grand Jury further charges:

COUNTS 16-18  
*(Theft from a Health Care Benefit Program)*

On or about and between April 6, 2016, and July 25, 2016, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully embezzled, stole and without lawful authority converted to their own use and the use of others money, property and assets of a health care benefit program, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Romero, a business using the

address of 312 S. 4<sup>th</sup> Street, Suite 700, in Louisville, Kentucky, billed CIGNA for medical services which were never administered to a patient. CIGNA subsequently billed the Clarcor Inc. Benefit Plan (Clarcor Plan) for these false charges and the Clarcor Plan paid for a portion of these false charges. The Clarcor Plan is a health care benefit program.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
16	C.P.	April 6, 2016	July 16, 2016	July 25, 2016	\$1,050/\$252
17	C.P.	April 7, 2016	July 16, 2016	July 25, 2016	\$1,050/\$252
18	C.P.	April 8, 2016	July 16, 2016	July 25, 2016	\$1,050/\$252

In violation of Title 18, United States Code, Sections 669 and 2.

The Grand Jury further charges:

COUNTS 19-21  
(Health Care Fraud)

On or about and between April 6, 2016, and July 25, 2016, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully executed, and attempted to execute, a scheme and artifice to defraud health care benefit programs, and to obtain, by means of false and fraudulent pretenses, representations, and promises money and property owned by, and under the custody and control of, the health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Romero, a business using the address of 312 S. 4<sup>th</sup> Street, Suite 700, in Louisville, Kentucky, billed

CIGNA for medical services which were never administered to a patient. CIGNA subsequently billed the Clarcor Plan for these false charges.

COUNT	PATIENT	DATE OF SERVICE	CLAIM RECEIVED	CLAIM PAID	AMOUNT BILLED/PAID
19	C.P.	April 6, 2016	July 16, 2016	July 25, 2016	\$1,050/\$252
20	C.P.	April 7, 2016	July 16, 2016	July 25, 2016	\$1,050/\$252
21	C.P.	April 8, 2016	July 16, 2016	July 25, 2016	\$1,050/\$252

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

The Grand Jury further charges:

COUNTS 22-24

*(Theft from a Health Care Benefit Program)*

On or about and between June 15, 2015, and November 19, 2015, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully embezzled, stole and without lawful authority converted to their own use and the use of others money, property and assets of a health care benefit program, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Empire, a business using the address of 10300 Linn Station Road, Suite 400, in Louisville, Kentucky, billed Humana, Inc. (Humana) for medical services which were never administered to a patient. Humana subsequently billed the Horton Fruit Co., Inc. Welfare Plan (Horton Plan) for these false charges and the Horton Plan paid for a portion of these false charges. The Horton Plan is a health care benefit program.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
22	O.A.H.	June 15, 2015	October 7, 2015	November 19, 2015	\$4,700/\$683.19
23	O.A.H.	June 22, 2015	October 7, 2015	November 19, 2015	\$4,700/\$683.19
24	O.A.H.	July 6, 2015	October 7, 2015	November 19, 2015	\$4,700/\$683.19

In violation of Title 18, United States Code, Sections 669 and 2.

The Grand Jury further charges:

COUNTS 25-27  
(*Health Care Fraud*)

On or about and between June 15, 2015, and November 19, 2015, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully executed, and attempted to execute, a scheme and artifice to defraud health care benefit programs, and to obtain, by means of false and fraudulent pretenses, representations, and promises money and property owned by, and under the custody and control of, the health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Empire, a business using the address of 10300 Linn Station Road, Suite 400, in Louisville, Kentucky, billed Humana for medical services which were never administered to a patient. Humana subsequently billed the Horton Plan for these false charges.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
25	O.A.H.	June 15, 2015	October 7, 2015	November 19, 2015	\$4,700/\$683.19

26	O.A.H.	June 22, 2015	October 7, 2015	November 19, 2015	\$4,700/\$683.19
27	O.A.H.	July 6, 2015	October 7, 2015	November 19, 2015	\$4,700/\$683.19

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

The Grand Jury further charges:

COUNTS 28-30  
(*Health Care Fraud*)

On or about and between July 24, 2015, and August 12, 2015, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly and willfully executed, and attempted to execute, a scheme and artifice to defraud health care benefit programs, and to obtain, by means of false and fraudulent pretenses, representations, and promises money and property owned by, and under the custody and control of, the health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, to wit: on the dates listed below and on other occasions, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, through Imaging Group, a business using the address of 2727 Paces Ferry Road, Building SE, Suite 750, in Atlanta, Georgia, billed Humana in Louisville, Kentucky, for medical services which were never administered to a patient. Humana subsequently billed the Dalton Education LLC Welfare Plan, a health care benefit program for these false charges.

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	CLAIM PAID	AMOUNT BILLED/PAID
28	H.B.	July 24, 2015	August 7, 2015	August 12, 2015	\$2,725/\$0
29	H.B.	July 27, 2015	August 7, 2015	August 12, 2015	\$2,750/\$0

30	H.B.	July 30, 2015	August 7, 2015	August 12, 2015	\$2,725/\$0
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In violation of Title 18, United States Code, Sections 1347 and 2.

The Grand Jury further charges:

COUNTS 31-33  
(*Aggravated Identity Theft*)

On or about the dates listed below, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly transferred, possessed and used, the means of identification of another person without lawful authority, during and in relation to the health care fraud offenses charged in Counts 5 through 7 of this Indictment:

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	RELATED COUNTS	IDENTITY USED
31	K.R.	March 10, 2016	July 15, 2016	5	Dr. L.M.F.
32	K.R.	April 1, 2016	July 15, 2016	6	Dr. L.M.F.
33	K.R.	June 22, 2016	July 15, 2016	7	Dr. L.M.F.

In violation of Title 18, United States Code, Sections 1028A and 2.

The Grand Jury further charges:

COUNTS 34-36  
(*Aggravated Identity Theft*)

On or about the dates listed below, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand

Jury, knowingly transferred, possessed and used, the means of identification of another person without lawful authority, during and in relation to the health care fraud offenses charged in Counts 11 through 13 of this Indictment:

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	RELATED COUNTS	IDENTITY USED
34	E.T.	November 3, 2015	December 15, 2015	11	Dr. P.B.
35	E.T.	November 4, 2015	December 15, 2015	12	Dr. P.B.
36	E.T.	November 10, 2015	December 15, 2015	13	Dr. P.B.

In violation of Title 18, United States Code, Sections 1028A and 2.

The Grand Jury further charges:

COUNT 37  
(*Aggravated Identity Theft*)

On or about the dates listed below, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly transferred, possessed and used, the means of identification of another person without lawful authority, during and in relation to the health care fraud offenses charged in Count 15 of this Indictment:

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	RELATED COUNTS	IDENTITY USED
37	J.W.	May 20, 2016	July 1, 2016	15	Dr. F.H.

In violation of Title 18, United States Code, Sections 1028A and 2.

The Grand Jury further charges:

COUNTS 38-40  
(*Aggravated Identity Theft*)

On or about the dates listed below, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly transferred, possessed and used, the means of identification of another person without lawful authority, during and in relation to the health care fraud offenses charged in Counts 19 through 21 of this Indictment:

COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	RELATED COUNTS	IDENTITY USED
38	C.P.	April 6, 2016	July 16, 2016	19	DPT S.A.
39	C.P.	April 7, 2016	July 16, 2016	20	DPT S.A.
40	C.P.	April 8, 2016	July 16, 2016	21	DPT S.A.

In violation of Title 18, United States Code, Sections 1028A and 2.

The Grand Jury further charges:

COUNTS 41-43  
(*Aggravated Identity Theft*)

On or about the dates listed below, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly transferred, possessed and used, the means of identification of another person without lawful authority, during and in relation to the health care fraud offenses charged in Counts 28 through 30 of this Indictment:



COUNT	PATIENT	DATE OF SERVICE	CLAIM SUBMITTED	RELATED COUNTS	IDENTITY USED
41	H.B.	July 24, 2015	August 7, 2015	28	Dr. K.O.
42	H.B.	July 27, 2015	August 7, 2015	29	Dr. K.O.
43	H.B.	July 30, 2015	August 7, 2015	30	Dr. K.O.

In violation of Title 18, United States Code, Sections 1028A and 2.

The Grand Jury further charges:

COUNTS 44-47  
(*Money Laundering*)

Beginning on or about August 2, 2016, and continuing until on or about August 23, 2016, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, knowingly engaged and attempted to engage in monetary transactions in criminally derived property greater than \$10,000, when **EDUARDO CHINEA-MARTINEZ** transferred funds, which came from specified unlawful activity, that is, health care fraud in violation of 18 U.S.C. § 1347, from the Romero checking account (Wells Fargo account #\*\*\*\*\*8445) to a personal checking account in the name of **YESDEL ACOSTA PEREZ** (Wells Fargo account #\*\*\*\*\*0254) in the amounts set forth below:

COUNT	DATE TRANSFERED	TRANSFERED FROM	TRANSFERED TO	AMOUNT
44	8/2/2016	Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445)	<b>YESDEL ACOSTA PEREZ</b> (Wells Fargo checking account #*****0254)	\$ 14,000.00
45	8/9/2016	Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445)	<b>YESDEL ACOSTA PEREZ</b> (Wells Fargo checking account #*****0254)	\$ 20,000.00
46	8/15/2016	Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445)	<b>YESDEL ACOSTA PEREZ</b> (Wells Fargo checking account #*****0254)	\$ 13,000.00
47	8/23/2016	Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445)	<b>YESDEL ACOSTA PEREZ</b> (Wells Fargo checking account #*****0254)	\$ 30,000.00

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

The Grand Jury further charges:

COUNTS 48-53  
(*Money Laundering*)

On the dates listed below, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants. **EDUARDO CHINEA-MARTINEZ** and **YESDEL**

**ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, did knowingly conduct and attempt to conduct financial transactions, knowing that the property involved in the financial transactions represented proceeds of specified unlawful activity, that is health care fraud in violation of 18 U.S.C. § 1347, and did so knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of a specified unlawful activity, to wit:

**EDUARDO CHINEA-MARTINEZ** transferred illegally derived proceeds from Romero's Wells Fargo checking account, via checks and bank transfers, to the following accounts:

COUNTS	TRANSACTION DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT
48	6/18/2016	Check #1006 drafted from Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445) on 06/17/2016 and deposited into Empire USA (J.P. Morgan Chase checking account #*****8797) on 06/18/2016.	\$ 15,400.00
49	6/23/2016	Check #1009 drafted from Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445) on 06/23/2016 and deposited into Empire USA (J.P. Morgan Chase checking account #*****8797) on 06/23/2016.	\$ 16,401.00
50	8/3/2016	Transfer from Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445) on 08/03/2016 to Professional Premium Services, Inc. (Wells Fargo checking account #*****6428) on 08/03/2016.	\$ 10,000.00
51	8/9/2016	Check #1020 drafted from Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445) on 06/23/2016 and deposited into Empire USA (J.P. Morgan Chase checking account #*****8797) on 08/09/2016.	\$ 15,146.00

COUNTS	TRANSACTION DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT
52	8/9/2016	Check #1019 drafted from Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445) on 08/09/2016 and deposited into <b>YESDEL ACOSTA PEREZ's</b> (J.P. Morgan Chase checking account #*****9687) on 08/09/2016.	\$ 12,430.00
53	8/15/2016	Check #1021 drafted from Romero Rehabilitation Physical Therapy (Wells Fargo checking account #*****8445) on 06/23/2016 and deposited into Empire USA (J.P. Morgan Chase checking account #*****8797) on 08/18/2016.	\$ 14,560.00

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

The Grand Jury further charges:

COUNTS 54-57  
(Mail Fraud)

1. Beginning on or about April 25, 2016, and continuing until on or about August 14, 2016, in the Western District of Kentucky, Jefferson County, Kentucky, and elsewhere, the defendants, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, devised and intended to devise a scheme and artifice to defraud and to obtain money by means of false and fraudulent pretenses, representations and promises, from CIGNA, and did knowingly cause to be delivered by mail and a private and commercial interstate carrier various health insurance company checks, to wit:

The Scheme

2. At times relevant, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, created Empire and Romero, Florida Corporations, with the intent to fraudulently bill insurance companies for services never performed. To further the scheme, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** fraudulently obtained National Provider Identification (NPI) numbers for practicing Kentucky physicians and other identifying information to submit fraudulent health insurance claims to insurance companies as if the Kentucky doctors actually performed the medical services when in reality no medical service was performed.

3. At times relevant, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** rented virtual office space from Regus Office Suites in Louisville, Kentucky, in order to have the insurance companies mail checks for the fraudulent services to the virtual office space. To further the scheme, an email was sent from **YESDEL ACOSTA PEREZ's** email account to Regus directing the Louisville, Kentucky Regus Community Manager to forward mail received on his behalf to Romero Rehabilitation Physical Therapy in Miami, Florida.

The Mailings

3. In the course of and for the purpose of executing the scheme detailed above, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ** aided and abetted by each other and others known and unknown to the Grand Jury, caused the following mailings to occur:

COUNT	ON OR ABOUT DATE	ITEMS MAILED	CARRIER
54	08/02/2016	CIGNA Checks	United States Postal Service
55	08/04/2016	CIGNA Checks	FedEx Corporation
56	08/21/2016	CIGNA Checks	United States Postal Service
57	08/22/2016	CIGNA Checks	FedEx Corporation

In violation of Title 18, United States Code, Sections 1341 and 2.

NOTICE OF FORFEITURE


If convicted of any violation of Title 18, United States Code, Sections 669, 1341, 1347, 1349, 1956, and 1957, **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**, the defendants, shall forfeit to the United States any property constituting or derived from any proceeds obtained, directly or indirectly, as the result of any such violation, and any property used or intended to be used, in any manner or part, to commit or to facilitate the commission of such violation.

Pursuant to Title 18, United States Code, Sections 982(a)(1) and (7).

A TRUE BILL.



FOREPERSON

  
 \_\_\_\_\_  
 RUSSELL M. COLEMAN  
 UNITED STATES ATTORNEY

RCM:JRA/LJW 6/25/2018

UNITED STATES OF AMERICA v. **EDUARDO CHINEA-MARTINEZ** and **YESDEL ACOSTA PEREZ**

**PENALTIES**

Count 1: NM 10 yrs./\$250,000 fine/both/NM 3 yrs. Supervised Release (each count)  
Counts 2-4, 8-10, 14, 16-18, & 22-24: NM 10 yrs./\$250,000 fine/both/NM 3 yrs. Supervised Release (each count)  
Counts 5-7, 11-13, 15, 19-21, & 25-30: NM 10 yrs./\$250,000 fine/both/NM 3 yrs. Supervised Release (each count)  
Counts 31-43: NL 2 yrs. consecutive (each count)  
Counts 44-47: NM 10 yrs./\$250,000 fine/both/NM 3 yrs. Supervised Release (each count)  
Counts 48-53: NM 20 yrs./\$500,000 fine/both/NM 3 yrs. Supervised Release (each count)  
Counts 54-57: NM 20 yrs./\$250,000 fine/both/NM 3 yrs. Supervised Release (each count)  
Forfeiture

**NOTICE**

**ANY PERSON CONVICTED OF AN OFFENSE AGAINST THE UNITED STATES SHALL BE SUBJECT TO SPECIAL ASSESSMENTS, FINES, RESTITUTION & COSTS.**

**SPECIAL ASSESSMENTS**

18 U.S.C. § 3013 requires that a special assessment shall be imposed for each count of a conviction of offenses committed after November 11, 1984, as follows:

Misdemeanor:	\$ 25 per count/individual	Felony:	\$100 per count/individual
	\$125 per count/other		\$400 per count/other

**FINES**

In addition to any of the above assessments, you may also be sentenced to pay a fine. Such fine is due immediately unless the court issues an order requiring payment by a date certain or sets out an installment schedule. You shall provide the United States Attorney's Office with a current mailing address for the entire period that any part of the fine remains unpaid, or you may be held in contempt of court. 18 U.S.C. § 3571, 3572, 3611, 3612

**Failure to pay fine as ordered may subject you to the following:**

1. **INTEREST** and **PENALTIES** as applicable by law according to last date of offense.

For offenses occurring after December 12, 1987:

No **INTEREST** will accrue on fines under \$2,500.00.

**INTEREST** will accrue according to the Federal Civil Post-Judgment Interest Rate in effect at the time of sentencing. This rate changes monthly. Interest accrues from the first business day following the two week period after the date a fine is imposed.

**PENALTIES** of:

10% of fine balance if payment more than 30 days late.

15% of fine balance if payment more than 90 days late.

2. Recordation of a **LIEN** shall have the same force and effect as a tax lien.
3. Continuous **GARNISHMENT** may apply until your fine is paid.

18 U.S.C. §§ 3612, 3613

If you **WILLFULLY** refuse to pay your fine, you shall be subject to an **ADDITIONAL FINE** of not more than the greater of \$10,000 or twice the unpaid balance of the fine; or **IMPRISONMENT** for not more than 1 year or both. 18 U.S.C. § 3615

RESTITUTION

If you are convicted of an offense under Title 18, U.S.C., or under certain air piracy offenses, you may also be ordered to make restitution to any victim of the offense. in addition to, or in lieu of any other penalty authorized by law. 18 U.S.C. § 3663

APPEAL

If you appeal your conviction and the sentence to pay your fine is stayed pending appeal, the court shall require:

1. That you deposit the entire fine amount (or the amount due under an installment schedule during the time of your appeal) in an escrow account with the U.S. District Court Clerk, or
2. Give bond for payment thereof.

18 U.S.C. § 3572(g)

PAYMENTS

If you are ordered to make payments to the U.S. District Court Clerk's Office, certified checks or money orders should be made payable to the Clerk, U.S. District Court and delivered to the appropriate division office listed below:

LOUISVILLE: Clerk, U.S. District Court  
106 Gene Snyder U.S. Courthouse  
601 West Broadway  
Louisville, KY 40202  
502/625-3500

BOWLING GREEN: Clerk, U.S. District Court  
120 Federal Building  
241 East Main Street  
Bowling Green, KY 42101  
270/393-2500

OWENSBORO: Clerk, U.S. District Court  
126 Federal Building  
423 Frederica  
Owensboro, KY 42301  
270/689-4400

PADUCAH: Clerk, U.S. District Court  
127 Federal Building  
501 Broadway  
Paducah, KY 42001  
270/415-6400

If the court finds that you have the present ability to pay, an order may direct imprisonment until payment is mad



FORM DBD-34  
JUN 85

No.

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**UNITED STATES DISTRICT COURT**

Western District of Kentucky

Louisville

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THE UNITED STATES OF AMERICA

vs.

**YESDEL ACOSTA PEREZ**

**EDUARDO CHINEA-MARTINEZ**

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**INDICTMENT**

Count 1

Conspiracy to Commit Health Care Fraud

18 U.S.C. §§1347 and 1349

Counts 2-4, Counts 8-10, Count 14

Counts 16-18, Counts 22-24

Theft from a Health Care Fraud Benefit Program

18 U.S.C. §§699 and 2

Counts 5-7, Counts 11-13, Count 15

Counts 19-21, Counts 25-27, Counts 28-30

Health Care Fraud

18 U.S.C. §§1347 and 2

Counts 31-33, Counts 34-36, Count 37

Counts 38-40, Counts 41-43

Aggravated Identity Theft

18 U.S.C. §§1028A and 2

Counts 44-47, Counts 48-53

Money Laundering

18 U.S.C. §§1957 and 2

Counts 54-57

Mail Fraud

18 U.S.C. §§1341 and 2

Forfeiture

[Redacted Signature]

*Foreperson*

*Filed in open court this 25<sup>th</sup> day of June, 2018.*

*Clerk*

*Bail, \$*