UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 18-20537 CR-MARTINEZ/OTAZO-REYES

18 U.S.C. § 1349
18 U.S.C. § 371
42 U.S.C. § 1320a-7b(b)(1)(A)
18 U.S.C. § 2
18 U.S.C. § 982(a)(7)

UNITED STATES OF AMERICA

v.

JAQUELINE MONTESERIN,
CELA LOACES HERNANDEZ, and
ALEJANDRO FERNANDEZ,

Defendants.
_____/

FILED by D.C.
JUN 21 2018
STEVEN M. LARIMORE
CLERK U. S. DIST. CT.
S. D. of FLA. – MIAMI

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 federal health care program providing benefits to persons who were 65 or older or disabled. Medicare was administered by the United States Department of Health and Human Services ("HHS"), through its agency, the Centers for Medicare and Medicaid Services ("CMS"). Individuals who received benefits under Medicare were referred to as Medicare "beneficiaries."

2. Medicare was a "health care benefit program," as defined by Title 18, United States Code, Section 24(b), and a "Federal health care program," as defined by Title 42, United States Code, Section 1320a-7b(f).

3. Medicare programs covering different types of benefits were separated into different program "parts."

Medicare Part A

4. Part A of the Medicare program covered certain eligible home health care costs for medical services provided by a home health agency ("HHA") to beneficiaries who required home health services because of an illness or disability that caused them to be homebound.

5. Physicians, clinics, and other health care providers, including HHAs, that provided services to Medicare beneficiaries were able to apply for and obtain a "provider number." In its enrollment application, a provider was required to disclose to Medicare any person or company who held an ownership interest of 5% or more or who had managing control of the provider. A health care provider that received a Medicare provider number was able to file claims with Medicare to obtain reimbursement for services provided to beneficiaries. A Medicare claim was required to set forth, among other things, the beneficiary's name and Medicare information number, the services that were performed for the beneficiary, the date that the services were provided, the cost of the services, and the name and provider number of the physician or other health care provider who ordered the services.

6. CMS did not directly pay Medicare Part A claims submitted by Medicare-certified HHAs. CMS contracted with different companies to administer the Medicare Part A program throughout different parts of the United States. In the State of Florida, CMS contracted with Palmetto Government Benefits Administrators ("Palmetto"). As administrator, Palmetto was to

receive, adjudicate, and pay claims submitted by HHA providers under the Part A program for home health services. Additionally, CMS separately contracted with companies in order to review HHA providers' claims data. CMS first contracted with TriCenturion, a Program Safeguard Contractor. Subsequently, on December 15, 2008, CMS contracted with SafeGuard Services, a Zone Program Integrity Contractor. Both TriCenturion and SafeGuard Services safeguarded the Medicare Trust Fund by reviewing HHA providers' claims for potential fraud, waste, and/or abuse.

Part A Coverage and Regulations

Reimbursements

7. The Medicare Part A program reimbursed 100% of the allowable charges for participating HHAs providing home health care services only if the patient qualified for home health benefits. A patient qualified for home health benefits only if:

(a) the patient was confined to the home, also referred to as homebound;

(b) the patient was under the care of a physician who specifically determined there was a need for home health care and established the Plan of Care ("POC"); and

(c) the determining physician signed a certification statement specifying that the beneficiary needed intermittent skilled nursing care, physical therapy, speech therapy, or continued occupational therapy services; that the beneficiary was confined to the home; that a POC for furnishing services was established and periodically reviewed; and that the services were furnished while the beneficiary was under the care of the physician who established the POC.

Record Keeping Requirements

8. Medicare Part A regulations required HHAs providing services to Medicare beneficiaries to maintain complete and accurate medical records reflecting the medical assessment and diagnoses of the patients, as well as records documenting the actual treatment of patients to

whom services were provided and for whom claims for reimbursement were submitted by the HHA. These medical records were required to be sufficiently complete to permit Medicare, through Palmetto and other contractors, to review the appropriateness of Medicare payments made to the HHA under the Part A program.

9. Among the written records required to document the appropriateness of home health care claims submitted under Part A of Medicare were: (a) a POC that included the physician order for home health care, diagnoses, types of services/frequency of visits, prognosis/rehabilitation potential, functional limitations/activities permitted, medications/treatments/nutritional requirements, safety measures/discharge plans, goals, and the physician's signature; and (b) a signed certification statement by an attending physician certifying that the patient was confined to his or her home and was in need of the planned home health services.

10. Medicare Part A regulations required provider HHAs to maintain medical records of every visit made by a nurse, therapist, and home health aide to a beneficiary. The record of a nurse's visit was required to describe, among other things, any significant observed signs or symptoms, any treatment and drugs administered, any reactions by the patient, any instruction provided to the patient and the understanding of the patient, and any changes in the patient's physical or emotional condition. The home health nurse, therapist, and aide were required to document the hands-on personal care provided to the beneficiary as the services were deemed necessary to maintain the beneficiary's health or to facilitate treatment of the beneficiary's primary illness or injury. These written medical records were generally created and maintained in the form of "clinical notes" and "home health aide notes/observations."

11. Medicare regulations allowed certified HHAs to subcontract home health care services to nursing companies, therapy staffing services agencies, registries, or groups (nursing groups), which would bill the certified HHA. The HHA would, in turn, bill Medicare for all services provided to beneficiaries by the subcontractor. The HHA's professional supervision over subcontracted-for services required the same quality controls and supervision as of its own salaried employees.

Medicare Part D

12. Part D of the Medicare program subsidized the costs of prescription drugs for Medicare beneficiaries in the United States. Medicare Part D was enacted as part of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, and went into effect on January 1, 2006.

13. In order to receive Part D benefits, a beneficiary enrolled in a Medicare drug plan. Medicare drug plans were operated by private companies approved by Medicare. Those companies were often referred to as drug plan "sponsors." A beneficiary in a Medicare drug plan could fill a prescription at a pharmacy and use his or her plan to pay for some or all of the prescription.

14. A pharmacy could participate in Part D by entering a retail network agreement directly with a plan or with one or more Pharmacy Benefit Managers ("PBMs"). A PBM acted on behalf of one or more drug plans. Through a plan's PBM, a pharmacy could join the plan's network. When a Part D beneficiary presented a prescription to a pharmacy, the pharmacy submitted a claim either directly to the plan or to a PBM that represented the beneficiary's Medicare drug plan. The plan or PBM determined whether the pharmacy was entitled to payment for each claim and periodically paid the pharmacy for outstanding claims. The drug plan's sponsor reimbursed the PBM for its payments to the pharmacy.

15. A pharmacy could also submit claims to a Medicare drug plan to whose network the pharmacy did not belong. Submission of such out-of-network claims was not common and often resulted in smaller payments to the pharmacy by the drug plan sponsor.

16. Medicare, through CMS, compensated the Medicare drug plan sponsors. Medicare paid the sponsors a monthly fee for each Medicare beneficiary of the sponsors' plans. Such payments were called capitation fees. The capitation fee was adjusted periodically based on various factors, including the beneficiary's medical conditions. In addition, in some cases where a sponsor's expenses for a beneficiary's prescription drugs exceeded that beneficiary's capitation fee, Medicare reimbursed the sponsor for a portion of those additional expenses.

17. Medicare drug plan sponsors were "health care benefit program[s]," as defined by Title 18, United States Code, Section 24(b), and a "Federal health care program[s]," as defined by Title 42, United States Code, Section 1320a-7b(f).

Defendants, Relevant Entities and Individuals

18. D&Y Pharmacy Discount Corp. ("D&Y Pharmacy"), located at 3715 W. 16th Avenue, #15, Hialeah, Florida, was a Florida corporation that did business in Miami-Dade County as a pharmacy that purported to provide prescription drugs to Medicare beneficiaries.

19. Florida Pharmacy, Inc. ("Florida Pharmacy"), located at 5366 W. 12th Avenue, Hialeah, Florida, was a Florida corporation that did business in Miami-Dade County as a pharmacy that purported to provide prescription drugs to Medicare beneficiaries.

20. Zugeilys Castillo, a resident of Miami-Dade County, was the owner and administrator of D&Y Pharmacy and Florida Pharmacy.

21. Annia Marrero, a resident of Miami-Dade County, was an employee at D&Y Pharmacy and Florida Pharmacy.

22. D&D&D Home Health Care, Inc. ("D&D&D"), located at 15190 SW 136th Street, Suite 13, Miami, Florida, was a Florida corporation that did business in Miami-Dade County as an HHA that purported to provide home health care services to eligible Medicare beneficiaries.

23. Sandra Jaramillo, a resident of Miami-Dade County, was an operator of D&D&D.

24. Ana Rumbaut, a resident of Miami-Dade County, was a patient recruiter and the owner of a staffing company that purported to provide staffing services to Miami-area HHAs.

25. Double R Therapy Center, Inc. ("Double R"), located at 2711 SW 137th Avenue, Suite 98, Miami, Florida, was a Florida corporation that purported to do business in Miami-Dade County as a medical clinic.

26. Mediglez Wellness Center, Inc. ("Mediglez"), located at 8370 W. Flagler Street, Suite 244, Miami, Florida, was a Florida corporation that purported to do business in Miami-Dade County as a medical clinic.

27. Physician 1 worked at Double R and Mediglez.

28. Loaces Group, Inc. ("Loaces Group"), located at 12780 SW 20th Terrace, Miami, Florida, was a Florida corporation that purported to do business in Miami-Dade County.

29. Defendant **JAQUELINE MONTESERIN**, a resident of Miami-Dade County, was the president and registered agent of Loaces Group, and an owner/operator of Double R and Mediglez.

30. Defendant **CELA LOACES HERNANDEZ**, a resident of Miami-Dade County, was an operator of Double R and Mediglez.

31. Defendant **ALEJANDRO FERNANDEZ** was a resident of Miami-Dade County.

COUNT 1
Conspiracy to Commit Health Care Fraud and Wire Fraud
(18 U.S.C. § 1349)

1. Paragraphs 1 through 3, 12 through 21, and 25 through 31 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around February 2014, through in or around July 2016, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

JAQUELINE MONTESERIN,
CELA LOACES HERNANDEZ, and
ALEJANDRO FERNANDEZ,

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly, combine, conspire, confederate, and agree with each other, and Zugeilys Castillo, Annia Marrero, and others, known and unknown to the Grand Jury, to commit certain offenses against the United States, that is:

a. to knowingly and willfully 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), that is, Medicare and Medicare drug plan sponsors, 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, said health care benefit programs, in connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, 1347; and

b. to knowingly and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations,

and promises were false and fraudulent when made, and did knowingly transmit and cause to be transmitted, by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

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) submitting and causing the submission of false and fraudulent claims to Medicare and Medicare drug plan sponsors based on kickbacks and bribes; (b) submitting and causing the submission of false and fraudulent claims to Medicare and Medicare drug plan sponsors for prescription drugs that were medically unnecessary and never provided; (c) concealing the submission of false and fraudulent claims to Medicare and Medicare drug plan sponsors; (d) concealing the receipt and transfer of fraud proceeds; and (e) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the fraud.

Manner and Means of the Conspiracy

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things, the following:

4. **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** operated Double R and Mediglez.

5. **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ, ALEJANDRO FERNANDEZ,** and their co-conspirators accepted kickbacks and bribes, including in the form of cash and checks, from Zugeilys Castillo and Annia Marrero in return for referring Medicare beneficiaries to D&Y Pharmacy and Florida Pharmacy to serve as patients.

6. **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ, ALEJANDRO FERNANDEZ,** and their co-conspirators issued and caused to be issued from medical clinics, including Double R and Mediglez, fraudulent prescriptions for the recruited beneficiaries for drugs that were medically unnecessary and never provided.

7. **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ,** and **ALEJANDRO FERNANDEZ** provided and caused to be provided to their co-conspirators at D&Y Pharmacy and Florida Pharmacy fraudulent prescriptions, obtained from Double R, Mediglez, and other medical clinics, for the recruited beneficiaries for drugs that were medically unnecessary and never provided.

8. Zugeilys Castillo, Annia Marrero, **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ, ALEJANDRO FERNANDEZ,** and their co-conspirators caused D&Y Pharmacy and Florida Pharmacy to submit false and fraudulent claims to Medicare, through the use of interstate wires, for prescription drugs that were medically unnecessary and never provided.

9. As a result of such false and fraudulent claims, Medicare and Medicare prescription drug plan sponsors, through their PBMs, made payments to D&Y Pharmacy and Florida Pharmacy.

10. Zugeilys Castillo, Annia Marrero, **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ, ALEJANDRO FERNANDEZ,** and their co-conspirators used the proceeds from the false and fraudulent claims submitted to Medicare for their own use and benefit, the use and benefit of others, and to further the fraud.

All in violation of Title 18, United States Code, Section 1349.

COUNT 2
Conspiracy to Defraud the United States and Pay and Receive Health Care Kickbacks (18 U.S.C. § 371)

1. Paragraphs 1 through 3, 12 through 21, and 25 through 31 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around February 2014, through in or around July 2016, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

JAQUELINE MONTESERIN,
CELA LOACES HERNANDEZ, and
ALEJANDRO FERNANDEZ,

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly, combine, conspire, confederate, and agree with each other, and Zugeilys Castillo, Annia Marrero, and others, known and unknown to the Grand Jury:

a. to defraud the United States by impairing, impeding, obstructing, and defeating through deceitful and dishonest means, the lawful government functions of the United States Department of Health and Human Services in its administration and oversight of the Medicare program, in violation of Title 18, United States Code, Section 371; and to commit certain offenses against the United States, that is:

b. to violate Title 42, United States Code, Section 1320a-7b(b)(1)(A), by knowingly and willfully soliciting and receiving remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for referring an individual to a person for the furnishing and arranging for the furnishing of an item and service for which payment may be made in whole and in part under a federal health care program, that is, Medicare; and

c. to violate Title 42, United States Code, Section 1320a-7b(b)(2)(A), by knowingly and willfully offering and paying remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, to any person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of an item and service for which payment may be made in whole and in part under a federal health care program, that is, 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) offering, paying, soliciting, and receiving kickbacks and bribes in return for referring Medicare beneficiaries to D&Y Pharmacy and Florida Pharmacy to serve as patients; and (b) submitting and causing the submission of claims to Medicare for prescription drugs that D&Y Pharmacy and Florida Pharmacy purported to provide to the recruited beneficiaries.

Manner and Means of the Conspiracy

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things, the following:

4. **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** operated Double R and Mediglez.

5. **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ, ALEJANDRO FERNANDEZ**, and their co-conspirators accepted kickbacks and bribes, including in the form of cash and checks, from Zugeilys Castillo and Annia Marrero in return for referring Medicare beneficiaries to D&Y Pharmacy and Florida Pharmacy to serve as patients.

6. Zugeilys Castillo and Annia Marrero paid and caused the payment of kickbacks

and bribes to **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ, ALEJANDRO FERNANDEZ**, and their co-conspirators in return for referring Medicare beneficiaries to D&Y Pharmacy and Florida Pharmacy to serve as patients.

7. Zugeilys Castillo, Annia Marrero, **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ, ALEJANDRO FERNANDEZ,** and their co-conspirators caused D&Y Pharmacy and Florida Pharmacy to submit claims to Medicare for prescription drugs purportedly provided to the recruited beneficiaries.

8. As a result of such false and fraudulent claims, Medicare and Medicare prescription drug plan sponsors, through their PBMs, made payments to D&Y Pharmacy and Florida Pharmacy.

Overt Acts

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

1. On or about November 15, 2013, **ALEJANDRO FERNANDEZ** negotiated a check, numbered 2223, in the approximate amount of $3,000, written from D&Y Pharmacy's bank account to **FERNANDEZ.**

2. On or about November 18, 2014, **JAQUELINE MONTESERIN** negotiated and caused to be negotiated a check, numbered 4582, in the approximate amount of $6,572, written from D&Y Pharmacy's bank account to Loaces Group.

3. On or about December 29, 2014, **ALEJANDRO FERNANDEZ** negotiated a check, numbered 4690, in the approximate amount of $2,354, written from D&Y Pharmacy's bank account to **FERNANDEZ.**

4. On or about June 13, 2016, **JAQUELINE MONTESERIN** negotiated and caused to be negotiated a check, numbered 134, in the approximate amount of $2,955, written from Florida Pharmacy's bank account to Loaces Group.

5. On or about June 29, 2016, **CELA LOACES HERNANDEZ** negotiated a check, numbered 237, in the approximate amount of $366, written from Florida Pharmacy's bank account to **LOACES**.

6. On or about July 25, 2016, **CELA LOACES HERNANDEZ** negotiated a check, numbered 343, in the approximate amount of $270, written from Florida Pharmacy's bank account to **LOACES**.

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

COUNTS 3-8
Receipt of Health Care Kickbacks in Return for Referring Individuals
(42 U.S.C. § 1320a-7b(b)(1)(A))

1. Paragraphs 1 through 3, 12 through 21, and 25 through 31 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates set forth below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

JAQUELINE MONTESERIN,
CELA LOACES HERNANDEZ, and
ALEJANDRO FERNANDEZ,

as specified in each count below, did knowingly and willfully solicit and receive remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, including by check, as set forth below, in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be

made in whole and in part under a federal health care program, that is, Medicare:

Count	Defendant	Approximate Date of Kickback	Approximate Amount
3	**ALEJANDRO FERNANDEZ**	November 15, 2013	$3,000
4	**JAQUELINE MONTESERIN**	November 18, 2014	$6,572
5	**ALEJANDRO FERNANDEZ**	December 29, 2014	$2,354
6	**JAQUELINE MONTESERIN**	June 13, 2016	$2,955
7	**CELA LOACES HERNANDEZ**	June 29, 2016	$366
8	**CELA LOACES HERNANDEZ**	July 25, 2016	$270

In violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A), and Title 18, United States Code, Section 2.

COUNT 9
Conspiracy to Commit Health Care Fraud and Wire Fraud
(18 U.S.C. § 1349)

1. Paragraphs 1 through 11 and 22 through 30 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around December 2014, through in or around June 2015, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

JAQUELINE MONTESERIN and
CELA LOACES HERNANDEZ,

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly, combine, conspire, confederate, and agree with each other, and Ana Rumbaut, Sandra Jaramillo, and others, known and unknown to the Grand Jury, to commit certain offenses against the United States, that is:

a. to knowingly and willfully 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), that is, Medicare, 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, said health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, 1347; and

b. to knowingly and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and did knowingly transmit and cause to be transmitted, by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

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) submitting and causing the submission of false and fraudulent claims to Medicare based on kickbacks and bribes; (b) submitting and causing the submission of false and fraudulent claims to Medicare for services that were medically unnecessary, not eligible for Medicare reimbursement, and never provided; (c) concealing the submission of false and fraudulent claims to Medicare; (d) concealing the receipt and transfer of fraud proceeds; and (e) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the fraud.

Manner and Means of the Conspiracy

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things, the following:

4. **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** operated Double R and Mediglez.

5. **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** accepted kickbacks and bribes, including in the form of cash, from Ana Rumbaut and other co-conspirators in return for home health care prescriptions signed by Physician 1 and other medical professionals at Double R and Mediglez for Medicare beneficiaries, many of whom did not need or qualify for home health services.

6. Ana Rumbaut and other co-conspirators paid and caused the payment of kickbacks and bribes to **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** in return for home health care prescriptions signed by Physician 1 and other medical professionals at Double R and Mediglez for Medicare beneficiaries, many of whom did not need or qualify for home health services.

7. **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** accepted kickbacks and bribes, including in the form of cash, from Sandra Jaramillo in return for referring Medicare beneficiaries to D&D&D to serve as patients.

8. Sandra Jaramillo paid and caused the payment of kickbacks and bribes to **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** in return for referring Medicare beneficiaries to D&D&D to serve as patients.

9. **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** provided and caused to be provided fraudulent documentation, including falsified prescriptions for home health care services, for the beneficiaries they referred to D&D&D.

10. Ana Rumbaut, Sandra Jaramillo, **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ,** and their co-conspirators caused D&D&D and other Miami-area HHAs to submit false and fraudulent claims to Medicare, through the use of interstate wires, for home health services purportedly: (a) prescribed by Physician 1 and other medical professionals

at Double R and Mediglez; and (b) provided to the recruited beneficiaries, which services were medically unnecessary, not eligible for Medicare reimbursement, and never provided.

11. As a result of such false and fraudulent claims, Medicare made payments of at least $3.2 million to D&D&D and other Miami-area HHAs based upon claims for home health services submitted: (a) on behalf of the beneficiaries recruited by **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ**; and/or (b) on the basis of home health care prescriptions provided by **JAQUELINE MONTESERIN** and **CELA LOACES HERNANDEZ** in return for kickbacks and bribes.

12. Ana Rumbaut, Sandra Jaramillo, **JAQUELINE MONTESERIN, CELA LOACES HERNANDEZ,** and their co-conspirators used the proceeds from the false and fraudulent claims submitted to Medicare for their own use and benefit, the use and benefit of others, and to further the fraud.

All in violation of Title 18, United States Code, Section 1349.

FORFEITURE
(18 U.S.C. § 982(a)(7))

1. The allegations contained in this Indictment are re-alleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeiture to the United States of certain property in which one or more of the defendants, **JACQUELINE MONTESERIN, CELA LOACES HERNANDEZ** and **ALEJANDRO FERNANDEZ,** has an interest.

2. Upon conviction of a violation alleged in Counts 1 through 9 of this Indictment, the defendants so convicted shall each forfeit to the United States, pursuant to Title 18, United States

Code, Section 982(a)(7), all property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of such violation.

All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures set forth in Title 21, United States Code, Section 853, as made applicable by Title 18, United States Code, Section 982(b).

A TRUE BILL

FOREPERSON

BENJAMIN G. GREENBERG
UNITED STATES ATTORNEY
SOUTHERN DISTRICT OF FLORIDA

JOSEPH BEEMSTERBOER
DEPUTY CHIEF
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE

LESLIE WRIGHT
TRIAL ATTORNEY
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE