

United States District Court

FOR THE
NORTHERN DISTRICT OF CALIFORNIA

VENUE: OAKLAND

CR21-337 YGR

UNITED STATES OF AME

V.

JAVED WAHAB,

DEFENDANT(S).

FILED

Sep 01 2021

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

INDICTMENT

18 U.S.C. § 641: Theft of Government Property;
18 U.S.C. § 982(a)(7) Criminal Forfeiture

+

A true bill.

/s/ Foreperson of the Grand Jury

Foreman

Filed in open court this 1st day of
September 2021

Sallie Kim
Magistrate Judge Sallie Kim

M. Jack
Clerk

Bail, \$ No Process

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SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

JAVED WAHAB,

Defendant.

Case No. CR21-337 YGR

18 U.S.C. § 641: Theft of Government Property;
18 U.S.C. § 982(a)(7) Criminal Forfeiture

OAKLAND VENUE

INDICTMENT

The Grand Jury charges:

At all times relevant to this Indictment, unless otherwise indicated:

1 INTRODUCTORY ALLEGATIONS

2 1. Premier Home Health Care & Hospice, Inc. (“Premier”) was a home health
3 agency and hospice agency, located in Sacramento, California, Carmichael, California, and
4 elsewhere. Premier discharged all patients and ceased operating in or around October 2019.

5 2. Carelink Hospice Services, Inc. (“Carelink”) was a home health agency and
6 hospice agency, located in Hayward, California, and elsewhere. Carelink discharged all patients
7 and ceased operating in or around March 2020.

8 3. JW Healthcare, Inc. (“JW”) was a home health agency and hospice agency,
9 located in Tracy, California, and Hayward, California, and elsewhere. JW discharged all patients
10 and ceased operating in or around August 2019.

11 4. Defendant JAVED WAHAB was the owner of Premier, Carelink, and JW.

12 5. Defendant WAHAB controlled and was a signatory on two checking accounts at a
13 Bank located in Hayward, California, in the name of Premier and Carelink (“Premier Bank
14 Account” and “Carelink Bank Account”).

15 THE CARES ACT AND PROVIDER RELIEF FUND

16 6. In March 2020, Congress passed the Coronavirus Aid, Relief, and Economic
17 Security (“CARES”) Act, which was designed to provide emergency financial assistance to the
18 millions of Americans suffering due to the COVID-19 pandemic.

19 7. The CARES Act appropriated moneys to help health care providers (“Providers”)
20 that were financially impacted by COVID-19, as well as to provide care to patients who were
21 suffering from COVID-19 and compensate providers for the cost of that care (the “Provider
22 Relief Fund”). The United States Department of Health and Human Services (“HHS”), through
23 its agency, the Health Resources and Services Administration (“HRSA”), oversaw and
24 administered the Provider Relief Fund.

25 8. In order to rapidly provide funding to Providers during the pandemic, HRSA
26 distributed payments under the CARES Act Provider Relief Fund (“Provider Relief Fund
27 Payment” or “Payment”) to Providers who: (a) billed Medicare fee-for-service (Parts A or B) in
28 Calendar Year 2019; (b) were not currently terminated from participation in Medicare or

1 precluded from receiving payment through Medicare Advantage or Part D; (c) were not currently
2 excluded from participation in Medicare, Medicaid, and other Federal health care programs; and
3 (d) did not currently have Medicare billing privileges revoked. Providers meeting these criteria
4 automatically received the Provider Relief Fund Payment and did not have to apply for the
5 funding, but were required to comply with the terms and conditions of the Provider Relief Fund
6 (“Terms and Conditions”) if they retained such funding.

7 TERMS AND CONDITIONS OF PROVIDER RELIEF PAYMENT

8 9. Provider Relief Fund recipients attested to their compliance with the Terms and
9 Conditions in one of two ways. First, Provider Relief Fund recipients were notified that they
10 could submit an attestation through an online portal confirming receipt of the funds and agreeing
11 to the Terms and Conditions. Second, recipients were notified that, if they kept the money for a
12 period that exceeded 90 days from receipt, they were deemed to have accepted the Terms and
13 Conditions of the Provider Relief Fund.

14 10. Providers who attested to the Terms and Conditions acknowledged that their
15 commitment to full compliance with the terms and conditions was material to the HHS
16 Secretary’s decision to disburse Provider Relief Fund Payments to them. Providers further
17 acknowledged that non-compliance with any Term or Condition could cause the HHS Secretary
18 to recoup some or all of the Payment.

19 11. Providers who attested to the Terms and Conditions certified that they:

- 20 a. billed Medicare in Calendar Year 2019;
- 21 b. would provide diagnoses, testing, or care for individuals with possible or
22 actual cases of COVID-19 after January 31, 2020;
- 23 c. were not currently terminated from participation in Medicare or precluded
24 from receiving payment through Medicare Advantage or Part D;
- 25 d. were not currently excluded from participation in Medicare, Medicaid, and
26 other Federal health care programs;
- 27 e. did not currently have Medicare billing privileges revoked;

- 1 f. would only use the Payment to prevent, prepare for, and respond to
 2 coronavirus, and that the Payment would reimburse the recipient only for
 3 health-care-related expenses or lost revenues that were attributable to
 4 coronavirus;
- 5 g. provided information relating to the Payment that was true, accurate, and
 6 complete and that any deliberate omission, misrepresentation, or
 7 falsification of any information was punishable by, inter alia, criminal
 8 penalties, including but not limited to imprisonment; and
- 9 h. would maintain appropriate records and cost documents to substantiate the
 10 reimbursement of costs under the disbursement.

11 **COUNTS ONE THROUGH FIVE**

12 (18 U.S.C. § 641 – Theft of Government Property)

13 12. On or about the following dates, in the Northern District of California, and
 14 elsewhere, the defendant,

15 **JAVED WAHAB**

16 knowingly and willfully stole, purloined, and converted to his own use and the use of another,
 17 money of HHS, a department of the United States, namely, approximately \$285,000 in payments
 18 from the HHS Provider Relief Fund that were transmitted to Premier, Carelink, and JW, with the
 19 intent to deprive HHS of the use and benefit of that property, in amounts exceeding \$1,000, as
 20 set forth below:

21

Count	Date of Conversion	Amount	Transaction
1	4/17/2020	\$50,000	Wire transfer from Carelink Bank Account to Casino 1, located in Las Vegas, Nevada
2	4/17/2020	\$8,000	Cashier's Check from Carelink Bank Account to Individual 1
3	4/17/2020	\$12,000	Cashier's Check from Carelink Bank Account to Individual 2
4	4/30/2020	\$106,278.69	Signing over of HRSA PRF check to Luxury Car Dealership 1,

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			located in Dublin, California
5	6/16/2020	\$2,238.03	Signing over of HRSA PRF check to Luxury Car Dealership 1, located in Dublin, California

Each in violation of Title 18, United States Code, Section 641.

FORFEITURE ALLEGATION

(18 U.S.C. § 982(a)(7) – Criminal Forfeiture)

13. Paragraphs 1 through 12 of this Indictment are re-alleged and incorporated as if fully set forth herein.

14. Upon conviction of any of the offenses alleged in Counts One through Five of this Indictment, the defendant,

JAVED WAHAB,

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the Count or Counts of conviction, including, but not limited to the following:

a. A forfeiture money judgment in the amount of \$285,932.16.

If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon 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 of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

