

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
24-60109-CR-LEIBOWITZ/AUGUSTIN-BIRCH**  
Case No. \_\_\_\_\_

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)

FILED BY MP D.C.

**Jun 18, 2024**

ANGELA E. NOBLE  
CLERK U.S. DIST. CT.  
S. D. OF FLA. - MIAMI

**UNITED STATES OF AMERICA**

**vs.**

**RYAN MICHAEL PATTRIN,**

**Defendant.**

**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 federally funded program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The benefits available under Medicare were governed by federal statutes and regulations. The United States Department of Health and Human Services ("HHS"), through its agency, the Centers for Medicare and Medicaid Services ("CMS"), oversaw and administered Medicare.

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. Individuals who qualified for Medicare benefits were commonly referred to as “beneficiaries.” Each Medicare beneficiary was given a unique Medicare identification number.

4. Medicare covered different types of benefits, which were separated into different program “parts.” Medicare Part B covered, among other things, medical services provided by physicians, medical clinics, laboratories, and other qualified health care providers, such as office visits, minor surgical procedures, durable medical equipment (“DME”), and laboratory testing, that were medically necessary and ordered by licensed medical doctors or other qualified health care providers.

5. Health care providers, such as DME suppliers, that provided and supplied items and services to Medicare beneficiaries were referred to as “providers.” Providers were able to apply for and obtain a “provider number.” Providers that received a Medicare provider number were able to file claims with Medicare to obtain reimbursement for benefits, items, or services provided to beneficiaries.

6. When seeking reimbursement from Medicare for provided benefits, items, or services, providers submitted the cost of the benefit, item, or service provided together with a description and the appropriate “procedure code,” as set forth in the Current Procedural Terminology (“CPT”) Manual. Additionally, claims submitted to Medicare seeking reimbursement were required to include: (a) the beneficiary’s name and Health Insurance Claim Number or Medicare Beneficiary Identifier; (b) the date on which the benefit, item, or service was provided or supplied to the beneficiary; and (c) the name of the provider, as well as the provider’s unique identifying number, known either as the Unique Physician Identification Number or National Provider Identifier. Claims seeking reimbursement from Medicare could be submitted in hard copy or electronically via interstate wires.

7. Medicare would only pay for items and services that were medically reasonable and necessary, eligible for reimbursement, and provided as represented. Medicare would not pay claims for items and services that were procured through the payment of illegal kickbacks and bribes.

8. CMS acted through fiscal agents called Medicare administrative contractors (“MACs”), which were statutory agents for CMS for Medicare Part B. The MACs were private entities that reviewed claims and made payments to providers for services rendered to beneficiaries. The MACs were responsible for processing Medicare claims arising within their assigned geographical area, including determining whether the claim was for a covered service. CGS Administrators, LLC was the DME MAC that covered Florida.

9. To receive Medicare reimbursement, providers had to make appropriate application to the MAC and execute a written provider agreement. The Medicare provider enrollment application, CMS Form 855S, was required to be signed by an authorized representative of the provider. CMS Form 855S contained a certification that stated:

I agree to abide by the Medicare laws, regulations and program instructions that apply to [the provider]. The Medicare laws, regulations, and program instructions are available through the [MAC]. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal Anti-Kickback Statute...).

10. CMS Form 855S contained additional certifications that the provider “will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare,” and “will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.”

11. CMS Form 855S also required applicants to disclose to Medicare any individual or organization with an ownership interest, partnership interest, or managing control of a DME

supplier. This included: (a) all individuals and organizations with five percent or more of an ownership stake, either direct or indirect, in the DME supplier; (b) all individuals or organizations with a partnership interest in the DME supplier, regardless of the partner's percentage of ownership; (c) all organizations with "managing control" of the DME supplier; and (d) all "managing employees."

12. CMS Form 855S defined an organization with "managing control" of a DME supplier as "[a]ny organization that exercises operational or managerial control" over the DME supplier, or "conducts the day-to-day operations" of the DME supplier. CMS Form 855S defined "managing employee" as "a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operations" of the DME supplier, "either under contract or through some other arrangement, whether or not the individual is a W-2 employee" of the DME supplier.

13. Payments under Medicare Part B were often made directly to the provider rather than to the beneficiary. For this to occur, the beneficiary would assign the right of payment to the provider. Once such an assignment took place, the provider would assume the responsibility for submitting claims to, and receiving payments from, Medicare.

#### **Durable Medical Equipment**

14. Medicare Part B covered an individual's access to DME, such as off-the-shelf ankle braces, knee braces, back braces, elbow braces, wrist braces, and hand braces (collectively, "braces"). Off-the-shelf braces required minimal self-adjustment for appropriate use and did not require expertise in trimming, bending, molding, assembling, or customizing to fit the individual.

15. A claim for DME submitted to Medicare qualified for reimbursement only if it was medically necessary for the treatment of the beneficiary's illness or injury and prescribed by a licensed physician or other qualified health care provider.

#### **Telemedicine**

16. Telemedicine provided a means of connecting patients to doctors by using telecommunications technology, such as the internet or a telephone, to interact with a patient. Telemedicine companies provided telemedicine services, or telehealth services, to individuals by hiring doctors and other health care providers.

17. Medicare covered expenses for specific telehealth services if certain requirements were met. These requirements included that: (a) the beneficiary was located in a rural or health professional shortage area; (b) services were delivered via an interactive audio and video telecommunications system; and (c) the beneficiary was in a practitioner's office or a specified medical facility—not at a beneficiary's home—during the telehealth service with a remote practitioner. In or around March 2020, in response to the COVID-19 pandemic and in order to enable access to care during the public health emergency, some of these requirements were amended temporarily to, among other things, cover telehealth services for certain office and hospital visits, even if the beneficiary was not located in a rural area or a health professional shortage area and even if the telehealth services were furnished to beneficiaries in their home.

#### **The Defendant and Relevant Entities and Individuals**

18. **RYAN MICHAEL PATTRIN ("PATTRIN")** was a resident of Broward County, in the Southern District of Florida.

19. Devon O'Malley ("O'Malley") was a resident of Broward County, in the Southern District of Florida.

20. Samuel Pany ("Pany") was a resident of Broward County, in the Southern District of Florida.

21. Individual 1 was a resident of Palm Beach County, in the Southern District of Florida.

22. National Health Care Advocates ("NHCA") was a company formed under the laws of Florida, with its principal place of business in Miami, Florida, in the Southern District of Florida. Devon O'Malley was the listed owner of NHCA. **RYAN MICHAEL PATTRIN** was a beneficial owner, operator, and/or manager of NHCA. NHCA purportedly provided marketing services to DME suppliers. NHCA held an account at Bank 1 ending in 9020 ("NHCA Account").

23. Infinity Medical Supply LLC ("Infinity") was a company formed under the laws of Florida with its principal place of business in Oakland Park, Florida, in the Southern District of Florida. Infinity held an account at Bank 2 ending in 8109 ("Infinity Account"). **RYAN MICHAEL PATTRIN** was the listed owner of Infinity. Devon O'Malley and Samuel Pany were beneficial owners, operators, and/or managers of Infinity. Infinity was a DME supplier that purportedly provided braces to beneficiaries.

24. Company 1 was a company formed under the laws of Florida with its principal place of business in Palm Beach County in the Southern District of Florida. Company 1 held an account at Bank 2 ending in 0021 ("Company 1 Account"). Individual 1 was the owner of Company 1. Company 1 was a DME supplier that purportedly provided braces to beneficiaries.

25. Company 2 was a company formed under the laws of Florida with its principal place of business in Palm Beach County in the Southern District of Florida. Company 2 held an

account at Bank 3 ending in 5478 ("Company 2 Account"). Individual 1 was the owner of Company 2. Company 2 was a DME supplier that purportedly provided braces to beneficiaries.

26. Company 3 was a corporation incorporated under the laws of California with its principal place of business in Irvine, California.

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

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around June 2018, and continuing through in or around December 2021, in Broward, Miami-Dade, and Palm Beach Counties, in the Southern District of Florida, and elsewhere, the defendant,

**RYAN MICHAEL PATTRIN,**

did knowingly and willfully, that is, with the intent to further the objects of the conspiracy, combine, conspire, confederate, and agree with Devon O'Malley, Samuel Pany, and others known and unknown to the Grand Jury, to commit 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, Section 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 the pretenses, representations, and promises were false and fraudulent when made, and for the purpose of executing the scheme and artifice, to knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

### **Purpose of the Conspiracy**

3. It was a purpose of the conspiracy for the defendant and his co-conspirators to unlawfully enrich themselves by, among other things: (a) soliciting, receiving, offering, and paying kickbacks and bribes in exchange for the referral of Medicare beneficiaries and doctors' orders for DME that was medically unnecessary and ineligible for reimbursement; (b) offering, paying, and causing the payment of kickbacks and bribes to purported telemedicine companies in exchange for ordering and arranging for the ordering of DME that was medically unnecessary and ineligible for reimbursement; (c) submitting and causing the submission, via interstate wire communication, of false and fraudulent claims to Medicare through DME companies, including Infinity, for DME that was procured through the payment of illegal kickbacks and bribes, medically unnecessary, and ineligible for reimbursement; (d) concealing and causing the concealment of false and fraudulent claims to Medicare; 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**

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

4. **RYAN MICHAEL PATTRIN**, Devon O'Malley, and Samuel Pany acquired DME companies, including Infinity. **PATTRIN**, O'Malley, and Pany agreed that **PATTRIN**



would be the listed owner of Infinity and agreed to conceal O'Malley's and Pany's beneficial ownership interests in the company.

5. **RYAN MICHAEL PATTRIN** falsely certified to Medicare that he, as well as Infinity, would comply with all Medicare rules and regulations and federal laws, including the Federal Anti-Kickback Statute and the requirement not to knowingly present or cause to be presented a false and fraudulent claim for payment by Medicare.

6. **RYAN MICHAEL PATTRIN**, Devon O'Malley, and their co-conspirators agreed to refer Medicare beneficiaries and doctors' orders for medically unnecessary DME to DME companies, including Infinity, Company 1, and Company 2, in exchange for illegal kickbacks and bribes paid to NHCA.

7. **RYAN MICHAEL PATTRIN**, Devon O'Malley, and their co-conspirators acquired Medicare beneficiary information by using call centers and deceptive telemarketing techniques to recruit Medicare beneficiaries for medically unnecessary DME.

8. **RYAN MICHAEL PATTRIN**, Devon O'Malley, and their co-conspirators knew that the call centers employed deceptive and misleading tactics to pressure the beneficiaries to accept the medically unnecessary products and to provide the personal information needed to bill Medicare.

9. **RYAN PATTRIN**, Devon O'Malley, and their co-conspirators paid and caused to be paid illegal kickbacks and bribes to purported telemedicine and telemarketing companies in exchange for doctors' orders for DME that were medically unnecessary and ineligible for reimbursement. In many instances, these doctors' orders were written by doctors who did not have a preexisting doctor-patient relationship with the beneficiaries, were not treating the beneficiaries,

did not conduct a physical examination of the beneficiaries, and did not conduct a proper telemedicine visit.

10. **RYAN MICHAEL PATTRIN**, Devon O'Malley, and their co-conspirators concealed and disguised the existence and source of these illegal kickbacks and bribes, including by entering into sham contracts and agreements, and falsely describing these payments in contracts, invoices, and other documents as purported payments for legitimate services.

11. **RYAN MICHAEL PATTRIN**, Devon O'Malley, Samuel Pany and their co-conspirators caused DME companies, including Infinity, to submit over \$7.9 million in false and fraudulent claims to Medicare, via interstate wire communications, for DME that was: (a) induced through illegal kickbacks and bribes; (b) medically unnecessary; and (c) ineligible for reimbursement. Medicare paid over \$4.2 million for these claims.

12. **RYAN MICHAEL PATTRIN**, Devon O'Malley, Samuel Pany, and their co-conspirators used the fraud proceeds received from Medicare and the kickback and bribe payments received from DME companies to benefit themselves and others, and to further the conspiracy.

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

**COUNT 2**

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

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around June 2018, and continuing through in or around December 2021, in Broward, Miami-Dade, and Palm Beach Counties, in the Southern District of Florida, and elsewhere, the defendant,

**RYAN MICHAEL PATTRIN,**

did knowingly and willfully, that is, with the intent to further the objects of the conspiracy, combine, conspire, confederate, and agree with Devon O'Malley, Samuel Pany, and others known and unknown to the Grand Jury, to commit offenses against the United States, that is:

a. to defraud the United States by impairing, impeding, obstructing, and defeating through deceitful and dishonest means, the lawful government functions of HHS and CMS in their administration and oversight of Medicare;

b. to violate Title 42, United States Code, Section 1320a-7b(b)(1)(A), by knowingly and willfully soliciting and receiving any 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 any 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 any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, to a person to induce such person to refer 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.

#### **Purpose of the Conspiracy**

3. It was a purpose of the conspiracy for the defendant and his co-conspirators to unlawfully enrich themselves by, among other things: (a) soliciting, receiving, offering, and paying kickbacks and bribes in exchange for the referral of Medicare beneficiaries and doctors' orders for DME; (b) offering, paying, and causing the payment of kickbacks and bribes to purported

telemedicine companies in exchange for ordering and arranging for the ordering of DME; (c) submitting and causing the submission, via interstate wire communication, of false and fraudulent claims to Medicare through DME companies, including Infinity, for DME that was procured through the payment of illegal kickbacks and bribes; (d) concealing and causing the concealment of false and fraudulent claims to Medicare; 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**

The Manner and Means section of Count 1 of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

### **Overt Acts**

In furtherance of the conspiracy, and to accomplish its objects and purpose, at least one co-conspirator 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 March 14, 2019, **RYAN MICHAEL PATTRIN** submitted a false and fraudulent CMS Form 855S to Medicare for Infinity that concealed and disguised Devon O'Malley and Samuel Pany by omitting them from the list of individuals who had ownership or management control over Infinity, when in fact O'Malley and Pany were beneficial owners of Infinity.
2. On or about April 3, 2020, NHCA issued an invoice to Company 1 for \$10,000 for "Marketing Services."
3. On or about April 3, 2020, a co-conspirator caused \$10,000 to be transferred from the Company 1 Account to the NHCA Account.
4. On or about April 15, 2020, **RYAN MICHAEL PATTRIN** texted Samuel Pany and Devon O'Malley, "Sam we are thinking to take 15625 from our chop this week to buy 25 of

the doc chase,” in response to text messages from Pany indicating that Pany knew of someone willing to sell doctors’ orders to Infinity for \$625 per patient.

5. On or about April 17, 2020, **RYAN MICHAEL PATTRIN** caused approximately \$15,625 to be transferred from the Infinity Account to an account belonging to Company 3 as a kickback for doctors’ orders.

6. On or about May 8, 2020, **RYAN MICHAEL PATTRIN** caused approximately \$31,250 to be transferred from the Infinity Account to an account belonging to Company 3 as a kickback for doctors’ orders.

7. On or about July 24, 2020, NHCA issued an invoice to Company 2 for \$20,000 for “Marketing Services.”

8. On or about July 24, 2020, a co-conspirator caused \$20,000 to be transferred from the Company 2 Account to the NHCA Account as a kickback for doctors’ orders.

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

**COUNTS 3-4**

**Solicitation and Receipt of Kickbacks in Connection with a Federal Health Care Program  
(42 U.S.C. § 1320a-7b(b)(1)(A))**

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates set forth below as to each count, in Broward, Miami-Dade, and Palm Beach Counties, in the Southern District of Florida, and elsewhere, the defendant,

**RYAN MICHAEL PATTRIN,**

did knowingly and willfully solicit and receive any remuneration, that is, 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 any item and service

for which payment may be made in whole and in part under a Federal health care program, that is, Medicare, as set forth below:

<b>Count</b>	<b>Approximate Date of Kickback Payment</b>	<b>Approximate Amount of Kickback Payment</b>	<b>Description of Kickback Payment</b>
<b>3</b>	April 3, 2020	\$10,000	Wire Transfer from Company 1 Account to NHCA Account
<b>4</b>	July 24, 2020	\$20,000	Wire Transfer from Company 2 Account to NHCA Account

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

**FORFEITURE ALLEGATIONS**  
**(18 U.S.C. § 982(a)(7))**

1. The allegations of this Indictment are re-alleged and by this reference fully incorporated herein for alleging criminal forfeiture to the United States of America of certain property in which the defendant, **RYAN MICHAEL PATTRIN**, has an interest.

2. Upon conviction of a violation, or a conspiracy to commit a violation, of Title 18, United States Code, Sections 1343, 1347, 1349, and Title 42, United States Code, Sections 1320a-7b(b)(1)(A) and 1320a-7b(b)(2)(A), as alleged in this Indictment, the defendant shall forfeit to the United States of America any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of such violation pursuant to Title 18, United States Code, Section 982(a)(7).

3. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

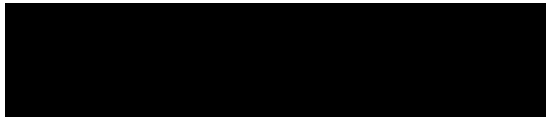
- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;

- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

the United States shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p).

All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures outlined at Title 21, United States Code, Section 853, as made applicable by Title 18, United States Code, Section 982(b)(1).

A TRUE BILL



FOREPERSON



MARKENZY LAPOINTE  
UNITED STATES ATTORNEY  
SOUTHERN DISTRICT OF FLORIDA

GLENN S. LEON, CHIEF  
CRIMINAL DIVISION, FRAUD SECTION  
U.S. DEPARTMENT OF JUSTICE



ANDREA SAYDIE  
TRIAL ATTORNEY  
CRIMINAL DIVISION, FRAUD SECTION  
U.S. DEPARTMENT OF JUSTICE



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

UNITED STATES OF AMERICA

CASE NO.: 24-60109-CR-LEIBOWITZ/AUGUSTIN-BIRCH

v.

**CERTIFICATE OF TRIAL ATTORNEY**

RYAN MICHAEL PATTRIN,

\_\_\_\_\_  
Defendant.**Court Division** (select one)

- ☐ Miami      ☐ Key West      ☐ FTP  
☒ FTL      ☐ WPB

**Superseding Case Information:**

New Defendant(s) (Yes or No) \_\_\_\_\_

Number of New Defendants \_\_\_\_\_

Total number of new counts \_\_\_\_\_

I do hereby certify that:

1. I have carefully considered the allegations of the indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.
2. I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. §3161.
3. Interpreter: (Yes or No) No  
List language and/or dialect: \_\_\_\_\_
4. This case will take 5 days for the parties to try.
5. Please check appropriate category and type of offense listed below:  

(Check only one)	(Check only one)
I <input checked="" type="checkbox"/> 0 to 5 days	<input type="checkbox"/> Petty
II <input type="checkbox"/> 6 to 10 days	<input type="checkbox"/> Minor
III <input type="checkbox"/> 11 to 20 days	<input type="checkbox"/> Misdemeanor
IV <input type="checkbox"/> 21 to 60 days	<input checked="" type="checkbox"/> Felony
V <input type="checkbox"/> 61 days and over	
6. Has this case been previously filed in this District Court? (Yes or No) No  
If yes, Judge \_\_\_\_\_ Case No. \_\_\_\_\_
7. Has a complaint been filed in this matter? (Yes or No) No  
If yes, Magistrate Case No. \_\_\_\_\_
8. Does this case relate to a previously filed matter in this District Court? (Yes or No) Yes  
If yes, Judge Ruiz \_\_\_\_\_ Case No. 23-CR-20270
9. Defendant(s) in federal custody as of \_\_\_\_\_
10. Defendant(s) in state custody as of \_\_\_\_\_
11. Rule 20 from the \_\_\_\_\_ District of \_\_\_\_\_
12. Is this a potential death penalty case? (Yes or No) No
13. Does this case originate from a matter pending in the Northern Region of the U.S. Attorney's Office prior to August 8, 2014 (Mag. Judge Shaniek Maynard)? (Yes or No) No
14. Does this case originate from a matter pending in the Central Region of the U.S. Attorney's Office prior to October 3, 2019 (Mag. Judge Jared Strauss)? (Yes or No) No
15. Did this matter involve the participation of or consultation with Magistrate Judge Eduardo I. Sanchez during his tenure at the U.S. Attorney's Office, which concluded on January 22, 2023? No
16. Did this matter involve the participation of or consultation with now Magistrate Judge Marta Fulgueira Elfenbein during her tenure at the U.S. Attorney's Office, which concluded on March 5, 2024? No

By: \_\_\_\_\_

ANDREA SAVDIE

DOJ Trial Attorney

Court ID No. A5502799

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: RYAN MICHAEL PATTRIN

Case No: \_\_\_\_\_

Count #: 1

Title 18, United States Code, Section 1349

Conspiracy to Commit Health Care Fraud and Wire Fraud

\* **Max. Term of Imprisonment:** 20 years

\* **Mandatory Min. Term of Imprisonment (if applicable):** N/A

\* **Max. Supervised Release:** 3 years

\* **Max. Fine:** \$250,000 or twice the gross gain or loss from the offense

Count #: 2

Title 18, United States Code, Section 371

Conspiracy to Defraud the United States and to Pay and Receive Health Care Kickbacks

\* **Max. Term of Imprisonment:** 5 years

\* **Mandatory Min. Term of Imprisonment (if applicable):** N/A

\* **Max. Supervised Release:** 3 years

\* **Max. Fine:** \$250,000 or twice the gross gain or loss from the offense

Counts #: 3 – 4

Title 42, United States Code, Section 1320a-7b(b)(1)(A)

Solicitation and Receipt of Kickbacks in Connection with a Federal Health Care Program

\* **Max. Term of Imprisonment:** 10 years as to each count

\* **Mandatory Min. Term of Imprisonment (if applicable):** N/A

\* **Max. Supervised Release:** 3 years

\* **Max. Fine:** \$250,000 or twice the gross gain or loss from the offense

\*Refers only to possible term of incarceration, supervised release and fines. It does not include restitution, special assessments, parole terms, or forfeitures that may be applicable.