

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

October 2022 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

ANTHONY HAO DINH,

Defendant.

SA CR 8:23-cr-00131-JWH

I N D I C T M E N T

[18 U.S.C. § 1343: Wire Fraud;  
18 U.S.C. § 1956(a)(1)(B)(i):  
Concealment Money Laundering;  
18 U.S.C. § 1957(a): Engaging in  
Monetary Transactions in Property  
Derived from Specified Unlawful  
Activity; 18 U.S.C. § 1519:  
Destruction, Alteration, or  
Falsification of Records in a  
Federal Investigation; 18 U.S.C.  
§§ 981, 982, 28 U.S.C. § 2461:  
Criminal Forfeiture]

The Grand Jury charges:

COUNTS ONE THROUGH TWELVE

[18 U.S.C. §§ 1343, 2]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Indictment:

Defendant DINH and Relevant Entities and Bank Accounts

1. Defendant ANTHONY HAO DINH was a resident of Orange County, California, and a licensed doctor of osteopathy. Defendant DINH was an ear, nose, and throat specialist and a facial plastic surgeon.

1           2. Defendant DINH resided at a home in Newport Coast,  
2 California (the "Newport Coast Residence").

3           3. Defendant DINH owned the property located at 13794 Beach  
4 Boulevard in Westminster, California (the "Beach Blvd. Address").

5           4. Elite Care Medical Group, Inc. ("Elite Care") was a  
6 California corporation located at the Beach Blvd. Address in Suite B.  
7 Defendant DINH was the registered agent of Elite Care.

8           5. Defendant DINH controlled and was the sole signatory for a  
9 business checking account in the name of Elite Care at JPMorgan Chase  
10 Bank ("JPMorgan") (the "Elite Care Account").

11           6. Elite E.N.T. & Plastic Surgery Medical Center, Inc. ("Elite  
12 ENT") was a California corporation located in Garden Grove,  
13 California. Defendant DINH was the Chief Executive Officer, Chief  
14 Financial Officer, Secretary, and registered agent of Elite ENT.

15           7. Defendant DINH controlled and was the sole signatory for a  
16 business checking account in the name of Elite ENT at JPMorgan (the  
17 "Elite ENT Account").

18           8. Garden Grove Outpatient Surgery Center ("Garden Grove OSC,"  
19 and collectively with Elite Care and Elite ENT, the "Practices") was  
20 a California corporation located in Garden Grove, California.  
21 Defendant DINH was the registered agent of Garden Grove OSC.

22           9. Defendant DINH controlled and was the sole signatory for a  
23 business checking account in the name of Garden Grove OSC at JPMorgan  
24 (the "Garden Grove OSC Account," and collectively with the Elite Care  
25 Account and Elite ENT Account, the "Practice Accounts").

26           10. Defendant DINH controlled a JPMorgan personal checking  
27 account held in his name (the "DINH Personal Account").  
28

1           11. HSD was a Nevada corporation registered in 2017. Defendant  
2 DINH was the President, Secretary, Treasurer, and Director of HSD.

3           12. Defendant DINH controlled a JPMorgan business checking  
4 account held in the name of HSD (the "HSD Account").

5           13. Prestige Property Investment Co., Inc. ("Prestige  
6 Property") was a California corporation registered in 2007.  
7 Defendant DINH incorporated Prestige Property and was the registered  
8 agent until April 2022.

9           14. Defendant DINH controlled a JPMorgan business checking  
10 account and a Wells Fargo business checking account held in the name  
11 of Prestige Property (the "Prestige Property Accounts").

12           15. K Homes America was a Nevada corporation registered in  
13 2017. Defendant DINH was the President of K Homes America.

14           16. Defendant DINH controlled a Wells Fargo Bank business  
15 checking account held in the name of K Homes America (the "K Homes  
16 Account").

17           17. Hodigen, Inc. was a Delaware corporation registered in  
18 2018. Defendant DINH was the registered agent of Hodigen. Defendant  
19 DINH registered Hodigen with the California Secretary of State in  
20 August 2020 and listed Suite D at the Beach Blvd. Address as the  
21 initial street address of Hodigen's principal executive office.

22           18. Defendant DINH controlled a JPMorgan business checking  
23 account held in the name of Hodigen (the "Hodigen Account").

24           19. Spectrum Network, Inc. was a Nevada corporation registered  
25 in 2015. Defendant DINH was the President and Treasurer of Spectrum  
26 Network.

1           20. Defendant DINH controlled several JPMorgan business  
2 checking accounts held in the name of Spectrum Network (the "Spectrum  
3 Network Accounts").

4           21. Vivestream, Inc. was a Nevada corporation registered in  
5 2015. Defendant DINH was the President of Vivestream as of February  
6 23, 2017. Defendant DINH registered Vivestream with the California  
7 Secretary of State in May 2020, listing Suite A at the Beach Blvd.  
8 Address as both the initial street address of Vivestream's principal  
9 executive office and the street address of its principal office in  
10 California.

11           22. Defendant DINH controlled a Wells Fargo Bank business  
12 checking account held in the name of Vivestream (the "Vivestream  
13 Account").

14           23. Mekong Crest, Inc. was a Nevada corporation registered in  
15 2015. Defendant DINH was the President of Mekong Crest.

16           24. Defendant DINH controlled a Wells Fargo Bank business  
17 checking account held in the name of Mekong Crest (the "Mekong Crest  
18 Account").

19           25. DHC Investment Company ("DHC Investment" and, collectively  
20 with K Homes America, Hodigen, HSD, Prestige Property, Spectrum  
21 Network, Vivestream, and Mekong Crest, "the Shell Companies") was a  
22 Nevada corporation registered in 2016. Defendant DINH was the  
23 President, Director, Secretary, and Treasurer of DHC Investment.

24           26. Defendant DINH controlled a Wells Fargo Bank business  
25 checking account held in the name of DHC Investment (the "DHC  
26 Account", and, collectively with the K Homes Account, the Hodigen  
27 Account, the HSD Account, the Prestige Property Accounts, the  
28

1 Spectrum Network Accounts, the Vivestream Account, and the Mekong  
2 Crest Account, the "Shell Entity Accounts").

3 27. Defendant DINH controlled a Charles Schwab investment  
4 account in his name (the "DINH Charles Schwab Account").

5 28. Defendant DINH controlled an E\*Trade investment account in  
6 his name (the "DINH E\*Trade Account").

7 The HRSA COVID-19 Uninsured Program

8 29. The Families First Coronavirus Response Act ("FFCRA") was a  
9 federal law enacted on or about March 14, 2020, as part of the  
10 federal government's initial response to the then-emerging COVID-19  
11 pandemic.

12 30. The FFCRA, among other things, appropriated funds to  
13 reimburse the cost of providing diagnostic testing and services for  
14 COVID-19 for individuals without health insurance. These funds, and  
15 additional funds appropriated through subsequent legislation for  
16 testing, treatment, and vaccines for uninsured individuals, were  
17 administered by the United States Department of Health and Human  
18 Services through its agency, the Health Resources and Services  
19 Administration ("HRSA"). HRSA distributed these funds through the  
20 COVID-19 Claims Reimbursement to Health Care Providers and Facilities  
21 for Testing, Treatment, and Vaccine Administration for the Uninsured  
22 Program ("HRSA COVID-19 Uninsured Program").

23 31. The HRSA COVID-19 Uninsured Program only covered costs for  
24 uninsured patients. Insured patients were ineligible for coverage  
25 under the HRSA COVID-19 Uninsured Program.

26 32. HRSA contracted with UnitedHealth Group, a private  
27 insurance company, to administer claims and payments, which  
28 UnitedHealth Group performed through its unit Optum Pay. HRSA

1 provided reimbursements on a rolling basis directly to eligible  
2 providers, including laboratories. The HRSA COVID-19 Uninsured  
3 Program was a "health care benefit program" as defined in 18 U.S.C.  
4 § 24(b).

5 33. To receive reimbursement under the HRSA COVID-19 Uninsured  
6 Program, a provider was required to attest to compliance with the  
7 terms and conditions of the program. The terms and conditions  
8 required the provider to submit truthful claims, regarding uninsured  
9 individuals, and allowed reimbursements only for: (1) COVID-19  
10 testing, which was defined as a test for the detection of SARS-CoV-2  
11 or the diagnosis of the virus that causes COVID-19, and/or testing-  
12 related items and services such as an office visit or a telehealth  
13 visit that resulted in the administration of a COVID-19 test;  
14 (2) care or treatment related to positive diagnoses of COVID-19,  
15 where COVID-19 was the primary reason for treatment; or  
16 (3) administering a COVID-19 vaccination.

17 34. Providers seeking reimbursement under the HRSA COVID-19  
18 Uninsured Program were required to enroll as a provider participant,  
19 check to ensure that patients were uninsured, submit claims and  
20 patient information electronically, and receive payment through  
21 direct deposit. Reimbursements were generally made at Medicare  
22 rates.

#### 23 Submission of Claims to HRSA and Payment for Claims

24 35. Defendant DINH caused the Practices to submit claims to  
25 HRSA through a medical claims clearinghouse (the "Clearinghouse").  
26 The claims were submitted via electronic wire transmissions from  
27 Orange County, California, to the Clearinghouse.  
28

1           36. The Clearinghouse in turn submitted the Practices' claims  
2 to HRSA, which used a server located in Minnesota. HRSA then  
3 processed the Practices' claims.

4           37. HRSA paid for the HRSA claims defendant DINH caused the  
5 Practices to submit through Optum Bank. Optum Bank used servers in  
6 Utah to electronically transfer payments to bank accounts defendant  
7 DINH controlled in California, namely, the Elite Care Account, Elite  
8 ENT Account, and Garden Grove OSC Account.

9           The Paycheck Protection Program

10          38. The Coronavirus Aid, Relief, and Economic Security  
11 ("CARES") Act was a federal law enacted in or about March 2020 that  
12 was designed to provide emergency financial assistance to Americans  
13 suffering economic harm as a result of the COVID-19 pandemic. One  
14 form of assistance provided by the CARES Act was the authorization of  
15 United States taxpayer funds in forgivable loans to small businesses  
16 for job retention and certain other expenses, through a program  
17 referred to as the Paycheck Protection Program ("PPP").

18          39. To obtain a PPP loan, a qualifying business was required to  
19 submit a PPP loan application, signed by an authorized representative  
20 of the business. The PPP loan application required the business,  
21 through its authorized representative, to acknowledge the program  
22 rules and make certain affirmative certifications to be eligible to  
23 obtain the PPP loan. One such certification required the applicant  
24 to affirm that "[t]he [PPP loan] funds w[ould] be used to retain  
25 workers and maintain payroll or make mortgage interest payments,  
26 lease payments, and utility payments." The authorized representative  
27 of the applicant was also required to certify that "the information  
28 provided in this application and the information provided in all

1 supporting documents and forms is true and accurate in material  
2 respects," and "I understand that if the funds are knowingly used for  
3 unauthorized purposes, the federal government may hold me legally  
4 liable, such as for charges of fraud."

5 40. In the PPP loan application, the small business, through  
6 its authorized representative, was required to state, among other  
7 things, its: (a) average monthly payroll expenses; and (b) number of  
8 employees. These figures were used to calculate the amount of money  
9 the small business was eligible to receive under the PPP, and a  
10 business could not receive a loan of more than 2.5 times its average  
11 monthly payroll costs. In addition, businesses applying for a PPP  
12 loan were required to provide documentation showing their payroll  
13 expenses.

14 41. A PPP loan application was processed by a participating  
15 financial institution ("lender"). If a PPP loan application was  
16 approved, the participating lender would fund the loan using its own  
17 monies, which were guaranteed by the United States Small Business  
18 Administration ("SBA"). Data from the application, including  
19 information about the borrower, the total amount of the loan, and the  
20 listed number of employees, was transmitted by the lender to the SBA  
21 in the course of processing the loan.

22 The Economic Injury Disaster Loan Program

23 42. The Economic Injury Disaster Loan ("EIDL") Program was an  
24 SBA program that provided low-interest financing to small businesses,  
25 renters, and homeowners in regions affected by declared disasters.

26 43. The CARES Act authorized the SBA to provide EIDLs up to  
27 \$2 million to eligible small businesses experiencing substantial  
28 financial disruption due to the COVID-19 pandemic. In addition, the



1 CARES Act authorized the SBA to issue advances of up to \$10,000 to  
2 small businesses applying for an EIDL.

3 44. To obtain an EIDL and an advance, a qualifying business was  
4 required to submit an application to the SBA and provide information  
5 about its operations, such as the number of employees, gross revenues  
6 for the 12-month period preceding the disaster, and cost of goods  
7 sold in the 12-month period preceding the disaster. In the case of  
8 EIDLs for COVID-19 relief, the 12-month period extended from January  
9 1, 2019, to January 31, 2020. Applicants certified that all the  
10 information in the application was true and correct to the best of  
11 their knowledge.

12 45. EIDL applications were submitted directly to the SBA and  
13 processed by the agency with support from a government contractor.  
14 The amount of the loan was determined based, in part, on the  
15 information provided by the applicant about employment, revenue, and  
16 cost of goods, as described above.

17 46. EIDL funds and advances were issued directly by the SBA.  
18 EIDL funds could be used for payroll expenses, sick leave, production  
19 costs, and business obligations, such as debts, rent, and mortgage  
20 payments. If the applicant also obtained a loan under the PPP, the  
21 EIDL funds could not be used for the same purpose as the PPP loan  
22 funds.

23 Relevant Lending Institutions

24 47. PayPal, Inc., headquartered in California, was a financial  
25 institution that was an SBA-approved lender of PPP loans.

26 48. BHG Financial ("BHG"), headquartered in Florida, was a  
27 financial institution that was an SBA-approved lender of PPP loans.  
28

1           49. JPMorgan, headquartered in New York, was a financial  
2 institution that was an SBA-approved lender of PPP loans.

3       B. THE SCHEME TO DEFRAUD

4           50. Beginning no later than February 2020, and continuing until  
5 at least in or around March 2022, in Orange County, within the  
6 Central District of California, and elsewhere, defendant DINH,  
7 together with others known and unknown to the Grand Jury, each aiding  
8 and abetting one another, knowingly and with intent to defraud,  
9 devised, intended to devise, and participated in a scheme to defraud  
10 government benefit programs designed to provide relief during the  
11 COVID-19 pandemic, including the HRSA COVID-19 Uninsured Program and  
12 the PPP and EIDL program, and to obtain money and property from those  
13 programs by means of material false pretenses, representations, and  
14 promises, and the concealment of material facts.

15           51. The scheme operated, in substance, as follows:

16           a. Defendant DINH advertised free COVID-19 testing  
17 through various media outlets and word of mouth and established  
18 COVID-19 testing sites at various locations in Orange County,  
19 California, Los Angeles County, California, and elsewhere, including  
20 churches, the grounds of temples serving the Thai community, and  
21 clinics operated by Elite Care and Elite ENT.

22           b. At these COVID-19 testing sites, defendant DINH caused  
23 his employees to collect personal identifying information ("PII")  
24 from patients, such as name, date of birth, and gender. Defendant  
25 DINH and his employees did not ask the vast majority of the patients  
26 whether they had health insurance.

27           c. At these COVID-19 testing sites, defendant DINH  
28 conducted and caused his employees to conduct COVID-19 tests, often

1 through a finger-prick test, at no cost to the patients. These  
2 testing sites did not provide any treatment for patients who tested  
3 positive for COVID-19.

4 d. Defendant DINH used the patient PII obtained from the  
5 COVID-19 testing sites, as well as from the Practices and elsewhere,  
6 to submit, and cause to be submitted, patient rosters to HRSA.  
7 Through the submission of these patient rosters, defendant DINH  
8 falsely attested that the individuals listed in the patient rosters  
9 did not have health insurance. In fact, defendant DINH knew that  
10 multiple individuals listed in the patient rosters (including those  
11 previously seen at the Practices and on whose behalf the Practices  
12 had submitted claims to Medicare and other health care benefit  
13 programs) had health insurance and knew that he and his employees had  
14 not verified whether or not the other patients had health insurance.

15 e. Defendant DINH submitted and caused the submission of  
16 false and fraudulent claims to the HRSA COVID-19 Uninsured Program  
17 for COVID-19 tests for patients listed in those rosters who received  
18 COVID-19 tests but were insured, as well as for patients who never  
19 received COVID-19 tests from the Practices.

20 f. Defendant DINH also submitted and caused the  
21 submission of false and fraudulent claims to the HRSA COVID-19  
22 Uninsured Program for patients listed in those rosters for medical  
23 procedures (including nasal dilation using an endoscope, biopsy of  
24 nasal polyp, and complex control of nosebleed, as well as office  
25 visits lasting up to 60-74 minutes) that: (a) were never provided;  
26 (b) were medically unnecessary; and (c) were purportedly provided to  
27 patients who were insured and therefore ineligible for reimbursement.

1           g. In order to further and conceal his scheme, defendant  
2 DINH falsified and caused the falsification of medical records and  
3 other documents to indicate that patients had tested positive for  
4 COVID-19, when they had not tested positive, and that the patients  
5 had certain symptoms, such as polyps, loss of taste and smell, and  
6 fever, when the patients had no such symptoms.

7           h. Defendant DINH caused HRSA's reimbursements on the  
8 fraudulent claims to be deposited into the Practice Accounts. The  
9 majority of those reimbursements were subsequently transferred to  
10 other business and personal accounts defendant DINH controlled,  
11 including accounts for defendant DINH's Shell Companies.

12           i. As a further part of the scheme to defraud government  
13 benefit programs designed to provide relief during the COVID-19  
14 pandemic, defendant DINH, together with other co-schemers, made, and  
15 caused to be made, fraudulent applications to the SBA and SBA-  
16 approved PPP lenders for EIDL and PPP loans on behalf of companies he  
17 and others controlled, such as the Practices and Shell Companies.  
18 Those fraudulent applications included false representations  
19 regarding the number of employees to whom the companies had paid  
20 wages and the companies' average monthly payrolls, as well as false  
21 certifications that the loans would be used for permissible business  
22 purposes. These applications were often submitted from defendant  
23 DINH's medical clinic Elite Care and his Newport Coast Residence.

24           j. In connection with those applications, defendant DINH,  
25 together with other co-schemers, electronically submitted, and caused  
26 to be submitted, false documents to the SBA and SBA-approved lenders  
27 in support of the fraudulent EIDL and PPP loan applications,  
28 including false and fictitious tax documents.

1           k.     At the time of these applications, defendant DINH knew  
2 that the representations regarding the numbers of employees and  
3 intended use of the loan proceeds were false and that the tax  
4 documents were fabricated. In making these false representations and  
5 submitting these fabricated documents, defendant DINH intended that  
6 the SBA and SBA-approved lenders would rely on them to approve the  
7 applications and determine the amount of loan proceeds to be  
8 disbursed.

9           l.     Defendant DINH, together with other co-schemers,  
10 directed that the EIDL and PPP loan proceeds be deposited into bank  
11 accounts controlled by defendant DINH and others, including the K  
12 Homes Account, the HSD Account, the Mekong Crest Account, the  
13 Vivestream Account, one of the Prestige Property Accounts, and one of  
14 the Spectrum Network Accounts, where defendant DINH at times  
15 commingled the loan proceeds with the proceeds of his HRSA fraud  
16 scheme.

17           m.    Defendant DINH, together with other co-schemers, used  
18 the fraudulently obtained EIDL and PPP loan proceeds for his own  
19 personal benefit and for the benefit of his co-schemers and others,  
20 including to pay for expenses prohibited under the requirements of  
21 the PPP.

22           n.    In order to prevent the lenders and the SBA from  
23 discovering that his and other co-schemers' representations about the  
24 companies' number of workers and payroll were false and their  
25 certifications regarding the use of the loan proceeds were false, and  
26 to set themselves up to fraudulently receive loan forgiveness,  
27 defendant DINH and others created fabricated lease agreements and  
28 payroll records and transferred the proceeds of the PPP loans and

1 defendant DINH's HRSA fraud back and forth among themselves and their  
2 associates and businesses, often falsely representing on the memo  
3 lines that the transfers were for payroll or rent. The funds were  
4 then transferred to defendant DINH's and others' personal accounts  
5 and used for personal expenses rather than the permitted uses set  
6 forth in the PPP applications.

7           o. Defendant DINH, together with other co-schemers,  
8 submitted and caused the submission of fraudulent applications for  
9 PPP loan forgiveness based on false statements and representations,  
10 including regarding the number of employees, payroll costs, lease  
11 payments, and that the loan proceeds were used for costs eligible for  
12 forgiveness.

13           52. Between approximately July 2020 and March 2021, defendant  
14 DINH caused the Practices to submit to HRSA, through interstate wire  
15 transmissions, false and fraudulent claims in the approximate amount  
16 of \$257 million for procedures that were medically unnecessary, not  
17 performed as represented, and ineligible for HRSA reimbursement  
18 because they were provided to patients who were insured. As a result  
19 of these false and fraudulent claims, HRSA made payments to defendant  
20 DINH, through the Practices, in the approximate amount of \$150  
21 million.

22           53. Between approximately March 2020 and October 2021,  
23 defendant DINH, and others known and unknown to the Grand Jury,  
24 submitted and caused to be submitted approximately 65 fraudulent PPP  
25 and EIDL loan applications to the SBA and SBA-approved PPP lenders on  
26 behalf of the Practices and Shell Companies, seeking at least  
27 approximately \$7.9 million, of which approximately \$2.8 million in  
28

1 loan funds were disbursed based on the false and fraudulent  
 2 statements, representations, and promises in the applications.

3 C. USE OF THE WIRES

4 54. On or about the dates set forth below, in Orange County,  
 5 within the Central District of California, and elsewhere, defendant  
 6 DINH, and others known and unknown to the Grand Jury, each aiding and  
 7 abetting one another, for the purpose of executing the above-  
 8 described scheme to defraud, transmitted and caused the transmission  
 9 of the following items by means of wire communications in interstate  
 10 commerce:

COUNT	DATE	INTERSTATE WIRE TRANSMISSION
ONE	4/26/2020	Submission of a PPP loan application in the name of Elite Care from the Newport Coast Residence to PayPal via a server outside the State of California
TWO	5/15/2020	Submission of a PPP loan application in the name of Spectrum Network from the Newport Coast Residence to BHG via a server outside the State of California
THREE	6/24/2020	Submission of a PPP loan application in the name of K Homes America from the Newport Coast Residence to PayPal via a server outside the State of California
FOUR	6/26/2020	Submission of a PPP loan application in the name of Vivestream from the Newport Coast Residence to PayPal via a server outside the State of California
FIVE	8/3/2020	Submission of a PPP loan application in the name of Hodigen from the Newport Coast Residence to JPMorgan via a server outside the State of California

COUNT	DATE	INTERSTATE WIRE TRANSMISSION
SIX	10/13/2020	Approximately \$3,380.58 transmitted from Optum Bank in Utah to the Elite Care Account in California as payment for a claim for dilation of maxillary sinus in the nose using an endoscope purportedly provided to patient S.J. on June 17, 2020
SEVEN	11/11/2020	Approximately \$6,453.98 transmitted from Optum Bank in Utah to the Elite ENT Account in California as payment for a claim for dilation of sphenoid and frontal sinus in the nose using an endoscope purportedly provided to patient A.R. on June 24, 2020
EIGHT	12/8/2020	Approximately \$6,453.98 transmitted from Optum Bank in Utah to the Elite ENT Account in California as payment for a claim for dilation of sphenoid and frontal sinus in the nose using an endoscope purportedly provided to patient H.V. on September 24, 2020
NINE	12/9/2020	Approximately \$3,042.57 transmitted from Optum Bank in Utah to the Elite Care Account in California as payment for a claim for dilation of maxillary sinus in the nose using an endoscope purportedly provided to patient A.T. on August 13, 2020
TEN	12/14/2020	Approximately \$94.29 transmitted from Optum Bank in Utah to the Elite ENT Account in California as payment for a claim for biopsy or removal of nasal polyp or tissue using an endoscope purportedly provided to patient R.S. on July 30, 2020



COUNT	DATE	INTERSTATE WIRE TRANSMISSION
ELEVEN	12/28/2020	Approximately \$6,453.98 transmitted from Optum Bank in Utah to the Elite ENT Account in California as payment for a claim for dilation of sphenoid and frontal sinus in the nose using an endoscope purportedly provided to patient N.N. on July 12, 2020
TWELVE	2/16/2021	Approximately \$3,042.57 transmitted from Optum Bank in Utah to the Elite ENT Account in California as payment for a claim for Dilation of maxillary sinus in the nose using an endoscope purportedly provided to patient S.S. on August 25, 2020

## COUNTS THIRTEEN THROUGH FIFTEEN

[18 U.S.C. §§ 1956(a)(1)(B)(i), 2]

55. The Grand Jury re-alleges paragraphs 1 through 49 and paragraphs 51 through 54 of this Indictment here.

56. At times relevant to this Indictment, Co-Schemer 1 controlled a personal checking account at JPMorgan (the "Co-Schemer 1 Account").

57. On or about the dates set for below, in Orange County, within the Central District of California, and elsewhere, defendant ANTHONY HAO DINH, together with others known and unknown to the Grand Jury, each aiding and abetting one another, knowingly conducted, and willfully caused others to conduct, the following financial transactions involving the proceeds of specified unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, knowing that property involved in such financial transactions represented the proceeds of some form of unlawful activity and knowing that the financial transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of such proceeds:

COUNT	DATE	TRANSACTION
THIRTEEN	9/14/2020	Transfer of approximately \$6,435 from the HSD Account via Check #32 to the Co-Schemer 1 Account
FOURTEEN	12/9/2020	Transfer of approximately \$762,634 from the Elite Care Account via Check #1130 to the Mekong Crest Account
FIFTEEN	2/5/2021	Transfer of approximately \$523,714 from the Elite Care Account via Check #1189 to the Vivestream Account

## COUNTS SIXTEEN AND SEVENTEEN

[18 U.S.C. §§ 1957(a), 2(b)]

58. The Grand Jury re-alleges paragraphs 1 through 49 and paragraphs 51 through 54 of this Indictment here.

59. On or about the dates set forth below, in Orange County, within the Central District of California, and elsewhere, defendant ANTHONY HAO DINH, knowing that the property involved represented the proceeds of some form of unlawful activity, knowingly engaged in, and willfully caused others to knowingly engage in, the following monetary transactions in criminally derived property of a value greater than \$10,000, which property, in fact, was derived from specified unlawful activity, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

COUNT	DATE	TRANSACTION
SIXTEEN	3/3/2021	Transfer of approximately \$9,000,000 from the DINH Personal Account to the DINH E*Trade Account
SEVENTEEN	5/13/2021	Transfer of approximately \$2,200,000 from the DHC Account to the DINH Charles Schwab Account

COUNT EIGHTEEN

[18 U.S.C. §§ 1519, 2(b)]

60. The Grand Jury re-alleges paragraphs 1 through 49 and paragraphs 51 through 54 of this Indictment here.

61. In or around February 2022, in Orange County, within the Central District of California, and elsewhere, defendant ANTHONY HAO DINH knowingly altered, falsified, and made false entries in, and caused to be altered, falsified, and have false entries made in, medical records for patients of the Practices regarding purported services the Practices billed to the HRSA COVID-19 Uninsured Program, which records defendant DINH provided and caused to be provided to the United States Department of Health and Human Services, Office of Inspector General ("HHS-OIG"), in response to a grand jury subpoena, with the intent to impede, obstruct, and influence the investigation and proper administration of a matter within the jurisdiction of HHS-OIG, a department and agency of the United States, and in relation to and in contemplation of such matter.

FORFEITURE ALLEGATION ONE

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of the defendant's conviction of the offenses set forth in any of Counts One through Twelve of this Indictment.

2. The defendant, if so convicted, shall forfeit to the United States of America the following:

(a) All right, title, and interest in any and all property, real or personal, constituting, or derived from, any proceeds traceable to the offenses; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), the defendant, if so convicted, shall forfeit substitute property, up to the value of the property described in the preceding paragraph if, as the result of any act or omission of said defendant, the property described in the preceding paragraph or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, 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 that cannot be divided without difficulty.

FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982(a)(1)]

1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 982(a)(1), in the event of the defendant's conviction of the offenses set forth in any of Counts Thirteen through Seventeen of this Indictment.

2. The defendant, if so convicted, shall forfeit to the United States of America the following:

(a) Any property, real or personal, involved in such offense, and any property traceable to such property; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

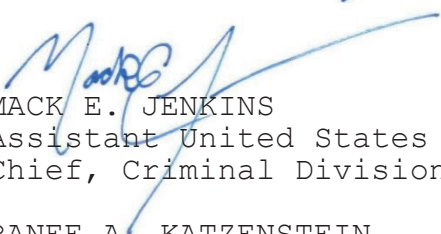
3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), and Title 18, United States Code, Section 982(b)(2), the defendant, if so convicted, shall forfeit substitute property, if, by any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, 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 that cannot be divided without difficulty. Substitution of assets shall not be ordered, however, where any convicted defendant acted merely as an intermediary who handled but did not retain the property in the

1 course of the money laundering offense unless any convicted  
2 defendant, in committing the offense or offenses giving rise to the  
3 forfeiture, conducted three or more separate transactions involving a  
4 total of \$100,000.00 or more in any twelve-month period.

5 A TRUE BILL

6  
7 /s/  
Foreperson

8 E. MARTIN ESTRADA  
United States Attorney

9  
10   
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