

**UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	CRIMINAL NO. 17-cr-215
	:	
vs.	:	29 U.S.C. § 501(c) (Theft from a Labor Organization);
	:	
RODERICK BENNETT and AIMEE OCCHETTI,	:	18 U.S.C. § 1349 (Conspiracy to Commit Health Care Fraud)
	:	
Defendants.	:	18 U.S.C. § 1347 (Health Care Fraud)
	:	

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times material to this Indictment:

A. Background

1. Laborers International Union of North America (LIUNA) was a labor organization based in Washington, D.C. that represents construction laborers. LIUNA was a labor organization in which employees who were employed in an industry affecting interstate commerce, that is, building and construction, participated through their local unions and other subordinate labor organizations of LIUNA, and which existed for the purpose of dealing with employers concerning such employees' hours, wages and working conditions.

2. Pursuant to that representation, LIUNA and its subordinate labor organizations executed collective bargaining agreements with employers of building and construction industry employees in multiple states and was a “labor organization” engaged in industries and activities affecting commerce within the meaning of the Labor Management Reporting and Disclosure Act (“LMRDA”), Title 29, United States Code, Sections 402(i) and (j).

3. As a labor organization subject to the provisions of the LMRDA, the officers, agents, shop stewards and other representatives of LIUNA occupied positions of trust and were required to hold its money and property solely for the benefit of LIUNA and its members and to manage and expend such money and property in accordance with LIUNA’s constitution and by-laws. LIUNA was required to be governed in accordance with its constitution and by-laws.

4. Defendant RODERICK BENNETT was an employee of LIUNA, that is, Chief of Staff, and as such was part of LIUNA’s key administrative personnel.

5. LIUNA issued American Express credit cards to its key administrative employees, including Defendant BENNETT as Chief of Staff, for the purpose of making business purchases for the benefit of LIUNA. LIUNA prohibited using the LIUNA-issued American Express to make purchases of goods and services for the personal use and benefit of the cardholder.

6. Pursuant to the terms of the LIUNA Constitution, governance of LIUNA is supplemented by the LIUNA Code of Best Practices which sets forth various fiduciary

duties for LIUNA employees regarding the avoidance of personal profit or advantage while conducting official business, including the following provision:

Union officials and representatives shall ensure that Union assets and resources are expended only for proper purposes and never for personal gain or advantage.

7. LIUNA maintained a health care plan for its full-time employees and their dependents (the “LIUNA Health Care Plan”) in order to provide them health insurance coverage and medical benefits. Only full-time employees and their dependents were eligible to participate in the LIUNA Health Care Plan. The LIUNA Health Care Plan purchased insurance through the Aetna insurance company (“Aetna”) and LIUNA paid the insurance contract premiums to Aetna on behalf of the LIUNA Healthcare Plan.

8. Aetna constitutes a “health care benefit program” within the meaning of Title 18, United States Code, sections 24(b), 1347, and 1349.

COUNT ONE

(29 U.S.C. § 501(c))

(Embezzlement from a Labor Organization)

1. The allegations contained in paragraphs 1 through 6 of the General Allegations of this Indictment are realleged in this Count and are incorporated by reference as if fully set forth herein.

2. From on or about December 2013 to on or about October 2016, in the District of Columbia and elsewhere, Defendant RODERICK BENNETT, while employed directly and indirectly by LIUNA, and others known and unknown to the grand jury, did embezzle, steal and unlawfully and willfully abstract and convert to his own use and to use of others the moneys, property and other assets of said labor organization, LIUNA, to wit: \$72,358.58 in unauthorized travel and entertainment expenses as set forth below:

12/11/14	165.36	AAA Limousine Service	VA
LAS VEGAS April 18-21, 2014			
04/15/14	\$3,012.00	United Airlines	Philadelphia, PA
04/15/14	\$1,790.95	Mileage Plus Miles	IL
04/18/14	\$64.65	Moe's Deli	Dulles, VA
04/18/14	\$26.24	Paradies	Dulles, VA
04/18/14	\$24.97	YCS	Las Vegas, NV
04/18/14	\$301.20	Ferraro	Las Vegas, NV
04/18/14	\$17.42	VTS Friar Union Cab	Las Vegas, NV
04/18/14	\$12.30	VTS Friar Union Cab	Las Vegas, NV
04/18/14	\$259.18	Palm Restaurant	Las Vegas, NV
04/19/14	\$65.00	United Car Service	Las Vegas, NV

04/19/14	\$579.00	Joe's Stone Crab	Las Vegas, NV
04/19/14	\$2,862.00	XS - Encore	Las Vegas, NV
04/20/14	\$24.70	YCS	Las Vegas, NV
04/20/14	\$16.58	VTS Friar Union Cab	Las Vegas, NV
04/20/14	\$18.63	VTS Friar Union Cab	Las Vegas, NV
04/20/14	\$23.00	Taxipass	Las Vegas, NV
04/20/14	\$835.91	Aria - Gold Lounge	Las Vegas, NV
04/20/14	\$80.54	She by Morton's	Las Vegas, NV
04/20/14	\$835.91	Aria - Gold Lounge	Las Vegas, NV
04/21/14	\$45.84	California Pizza	Las Vegas, NV
04/21/14	\$110.00	IAD Dulles Valet	Las Vegas, NV
04/21/14	\$28.90	VTS Lucky Cab	Las Vegas, NV
04/21/14	\$2,064.85	Aria - Front Desk	Las Vegas, NV
NEW YORK May 13-18, 2014			
05/12/14	\$496.00	Amtrak	Washington, DC
05/13/14	\$13.00	Amtrak Acela Café	Washington, DC
05/13/14	\$14.00	Amtrak Acela Café	Washington, DC
05/13/14	\$562.44	Catch 15	New York, NY
05/13/14	\$26.00	Uber	San Francisco, CA
05/14/14	\$730.91	Da Umberto	New York, NY
05/14/14	\$29.00	Uber	San Francisco, CA
05/14/14	\$98.00	Uber	San Francisco, CA
05/14/14	\$28.00	Uber	San Francisco, CA
05/15/14	\$3,429.56	Louis Vuitton	New York, NY
05/15/14	\$103.44	Bergdorf's	New York, NY
05/15/14	\$358.72	Russian Tea Room	New York, NY
05/15/14	\$181.37	The Capital Grille	New York, NY
05/15/14	\$689.34	Costata	New York, NY
05/15/14	\$33.00	Uber	San Francisco, CA
05/15/14	\$15.00	Uber	San Francisco, CA
05/16/14	\$102.75	Mandarin Oriental	New York, NY
05/16/14	\$1,285.32	Mandarin Oriental	New York, NY
05/16/14	\$272.91	St Regis	New York, NY
05/16/14	\$26.00	Uber	San Francisco, CA
05/16/14	\$19.00	Uber	San Francisco, CA
05/17/14	\$180.65	Mandarin Oriental	New York, NY

05/17/14	\$19.00	Uber	San Francisco, CA
05/17/14	\$19.00	Uber	San Francisco, CA
05/18/14	\$4,185.78	St Regis	New York, NY
ORLANDO, FL February 20-24, 2016			
02/20/16	\$204.19	JW Marriott	Orlando, FL
02/20/16	\$170.67	The Boathouse Orlando	Orlando, FL
02/23/16	\$56.61	AS1 on the border	Orlando, FL
02/23/16	\$143.30	JW Marriott	Orlando, FL
02/23/16	\$125.00	Jet Blue Airways	Orlando, FL
02/23/16	\$281.72	National Car Rental	Washington, DC
02/23/16	\$125.00	DCA Reagan	Washington, DC
02/24/16	\$71.32	JW Marriott	Orlando, FL
ORLANDO, FL March 17-19, 2016			
03/17/16	\$60.58	Uber	San Francisco, CA
03/17/16	\$123.03	FDB Boatwrights	Lake Buena Vista, FL
03/19/16	\$1,270.88	Saratoga Springs Fro	Lake Buena Vista, FL
03/19/16	\$256.75	The Turf Club	Lake Buena Vista, FL
BOAT			
10/31/15	\$15.82	Prince William Marina	Woodbridge, VA
02/29/16	\$5,167.31	Prince William Marina	Woodbridge, VA
08/29/16	\$4,641.00	Prince William Marina	Woodbridge, VA
Washington, D.C. Metro Area			
01/05/14	\$247.20	One Lounge	Washington, DC
01/07/14	\$217.56	Beacon Hotel	Washington, DC
03/20/14	\$48.60	Bobby Van's Steakhouse	Washington, DC
03/20/14	\$150.10	St Regis Hotel	Washington, DC
03/20/14	\$321.10	St Regis Hotel	Washington, DC

03/23/14	\$943.00	W Hotel--POV Lounge	Washington, DC
03/23/14	\$458.13	Loews Madison Hotel	Washington, DC
03/24/14	\$650.96	Loews Madison Hotel	Washington, DC
03/31/14	\$176.68	McCormick and Schmick	Washington, DC
04/06/14	\$311.10	Quill—Jefferson Hotel	Washington, DC
04/06/14	\$231.20	Hay Adams Hotel	Washington, DC
04/08/14	\$2,517.30	The Jefferson Hotel	Washington, DC
04/08/14	\$246.10	Hyatt Park Hotel	Washington, DC
04/11/14	\$355.06	Oceanaire	Washington, DC
04/11/14	\$82.15	Poste Restaurant	Washington, DC
04/12/14	\$1,023.00	W Hotel	Washington, DC
04/12/14	\$555.00	Loews Madison Hotel	Washington, DC
04/12/14	\$456.10	Loews Madison Hotel	Washington, DC
04/13/14	\$335.10	Hay Adams Hotel	Washington, DC
04/16/14	\$369.50	Fiore Mare	Washington, DC
04/26/14	\$45.00	Catch 15	Washington, DC
04/27/14	\$404.65	Catch 15	Washington, DC
04/26/14	\$403.81	Loews Madison Hotel	Washington, DC
04/27/14	\$427.67	Loews Madison Hotel	Washington, DC
05/02/15	\$103.70	Fairmont Hotel	Washington, DC
05/03/14	\$376.71	Loews Madison Hotel	Washington, DC
05/04/14	\$51.92	Loews Madison Hotel	Washington, DC
05/10/14	\$809.05	The Jefferson Hotel	Washington, DC
06/03/14	\$69.50	Charlie Palmer Steak	Washington, DC
06/03/14	\$988.75	Charlie Palmer Steak	Washington, DC
06/17/14	\$276.14	Bistro Cacao	Washington, DC
06/18/14	\$433.60	Fiola	Washington, DC
06/18/14	\$223.10	Fiola	Washington, DC
06/19/14	\$137.08	Cava Mezze Capitol	Washington, DC
06/20/14	\$65.57	Tunnicliffs	Washington, DC
07/04/14	\$224.50	Trattoria Alberto	Washington, DC
07/05/14	\$378.98	Bond 45	Oxon Hill
07/05/14	\$70.14	Bond 45	Oxon Hill
07/05/14	\$48.25	Bond 45	Oxon Hill
07/05/14	\$132.08	Tims	Dumfries, VA
07/06/14	\$200.50	Redstone American Grill	Oxon Hill, MD
07/06/14	\$42.63	Tunnicliffs	Washington, DC
07/06/14	\$137.08	Tims	Dumfries, VA
07/08/14	\$470.90	A2LPI	Washington, DC

07/08/14	\$63.00	A2LPI	Washington, DC
07/08/14	\$119.10	A2LPI	Washington, DC
07/19/14	\$148.40	Tune Inn	Washington, DC
07/29/14	\$279.10	Trattoria Alberto	Washington, DC
09/09/14	\$525.10	The Capital Grille	Washington, DC
10/03/14	\$222.25	Acadiana	Washington, DC
10/03/14	\$100.60	Acadiana	Washington, DC
10/09/14	\$128.10	Catch 15	Washington, DC
10/20/14	\$56.30	The Capital Grille	Washington, DC
10/23/14	\$300.81	Morton's	Washington, DC
10/23/14	\$98.03	Morton's	Washington, DC
10/23/14	\$50.80	BLT Steak	Washington, DC
11/26/14	\$105.85	Rosa Mexicano	Washington, DC
01/06/15	\$587.00	Matchbox Capitol Hill	Washington, DC
02/05/15	\$29.00	Intercontinental	Washington, DC
02/05/15	\$332.00	Intercontinental	Washington, DC
02/05/15	\$84.99	Intercontinental	Washington, DC
03/06/15	\$635.40	The Capital Grill	Washington, DC
03/13/15	\$67.00	Matchbox Capitol Hill	Washington, DC
04/23/15	\$621.74	Bistro Cacao Restaurant	Washington, DC
05/01/15	\$101.10	Catch 15	Washington, DC
06/03/15	\$709.30	Bistro Cacao Restaurant	Washington, DC
07/15/15	\$48.80	Del Frisco's	Washington, DC
07/15/15	\$424.70	Fig and Olive	Washington, DC
07/30/15	\$505.10	BLT Steak	Washington, DC
08/31/15	\$450.61	Kellari	Washington, DC
09/14/15	\$460.40	Morton's	Washington, DC
09/17/15	\$65.20	Bobby Van's Steakhouse	Washington, DC
09/17/15	\$1,817.60	Bobby Van's Steakhouse	Washington, DC
09/17/15	\$697.99	Del Frisco's	Washington, DC
09/17/15	\$25.60	Del Frisco's	Washington, DC
09/22/15	\$305.10	St Regis DC Dine	Washington, DC
10/23/15	\$282.62	Joe's Stone Crab	Washington, DC
10/30/15	\$623.89	The Jefferson Hotel	Washington, DC
11/13/15	\$1,362.50	Barcelona	Washington, DC
11/13/15	\$11.28	Curb	Washington, DC
12/17/15	\$71.70	Claudia's Steakhouse	Washington, DC
01/04/16	\$339.48	Bistro Cacao	Washington, DC
02/04/16	\$102.80	Acqua A1 2/Harold	Washington, DC
02/04/16	\$356.85	Acqua A1 2/Harold	Washington, DC

02/12/16	\$751.16	The Jefferson Hotel	Washington, DC
02/25/16	\$231.90	Matchbox Capitol Hill	Washington, DC
03/06/16	\$43.95	Quantum Reef	Springfield, VA
04/07/16	\$288.10	Quill at the Jeffers	Washington, DC
04/11/16	\$67.50	Bobby Vans	Washington, DC
05/25/16	\$106.90	W Hotel	Washington, DC
05/25/16	\$46.40	W Hotel	Washington, DC
05/25/16	\$59.10	W Hotel	Washington, DC
05/25/16	\$770.00	W Hotel	Washington, DC
06/10/16	\$416.99	Bistro Cacao	Washington, DC
06/28/16	\$460.00	Del Friscos	Washington, DC
7/22/16	\$686.64	W Hotel	Washington, DC
TOTAL	\$72,358.58		

All in violation of Title 29, United States Code, Section 501(c).

COUNT TWO

(29 U.S.C. § 501(c))

(Embezzlement from a Labor Organization)

1. The allegations contained in paragraphs 1 through 6 of the General Allegations of this Indictment are realleged in this Count and are incorporated by reference as if fully set forth herein.

2. From on or about December 2013 to on or about October 2016, in the District of Columbia and elsewhere, Defendant RODERICK BENNETT, while employed directly and indirectly by LIUNA, and others known and unknown to the grand jury, did embezzle, steal and unlawfully and willfully abstract and convert to his own use and to use of others the moneys, property and other assets of said labor organization, LIUNA, to wit: \$35,823.22 in unauthorized purchases of household goods and services as set forth below:

04/18/16	\$105.07	Amazon	Internet Purchase
04/19/16	\$105.07	Amazon	Internet Purchase
05/19/16	\$316.94	Amazon	Internet Purchase
06/28/16	\$283.86	Amazon	Internet Purchase
06/29/16	\$131.51	Amazon	Internet Purchase
07/20/16	\$34.35	Amazon	Internet Purchase
07/25/16	\$159.90	Amazon	Internet Purchase
08/02/16	\$31.98	Amazon	Internet Purchase
08/03/16	\$52.81	Amazon	Internet Purchase
08/04/16	\$39.28	Amazon	Internet Purchase
08/04/16	\$14.82	Amazon	Internet Purchase
08/09/16	\$549.99	Amazon	Internet Purchase
08/10/16	\$27.48	Amazon	Internet Purchase
08/11/16	\$1,051.77	Amazon	Internet Purchase

08/12/16	\$317.99	Amazon	Internet Purchase
08/30/16	\$89.26	Amazon	Internet Purchase
09/02/16	\$99.00	Amazon	Internet Purchase
09/06/16	\$23.18	Amazon	Internet Purchase
09/07/16	\$29.67	Amazon	Internet Purchase
10/11/16	\$9.53	Amazon	Internet Purchase
10/13/16	\$25.94	Amazon	Internet Purchase
10/14/16	\$249.72	Amazon	Internet Purchase
05/26/16	\$731.95	Armstrong Manage	Washington, DC
07/02/15	\$264.99	Best Buy	Springfield, VA
10/01/15	\$158.99	Best Buy	Richfield, MN
02/10/16	\$529.99	Best Buy	Richfield, MN
03/16/16	\$694.25	Best Buy	Springfield, VA
03/17/16	\$140.50	Dicks Sporting Goods	Springfield, VA
03/29/16	\$671.68	Ever After, LLC	Sterling, VA
03/29/16	\$2,686.72	Ever After, LLC	Sterling, VA
03/31/16	\$765.80	Extra Space Storage	Alexandria, VA
04/29/16	\$349.50	Extra Space Storage	Alexandria, VA
05/21/16	\$185.65	Extra Space Storage	Alexandria, VA
05/29/16	\$349.50	Extra Space Storage	Alexandria, VA
06/21/16	\$152.00	Extra Space Storage	Alexandria, VA
06/29/16	\$349.50	Extra Space Storage	Alexandria, VA
07/21/16	\$152.00	Extra Space Storage	Alexandria, VA
07/29/16	\$349.50	Extra Space Storage	Alexandria, VA
08/21/16	\$152.00	Extra Space Storage	Alexandria, VA
08/31/16	\$349.50	Extra Space Storage	Alexandria, VA
09/21/16	\$152.00	Extra Space Storage	Alexandria, VA
09/29/16	\$349.50	Extra Space Storage	Alexandria, VA
08/06/16	\$819.00	Frolic Dogs	Alexandria, VA
5/27/16	\$1,493.57	Frager's Hardware	Washington, DC
5/28/16	\$116.26	Frager's Hardware	Washington, DC
10/05/16	\$2,481.98	Havertys	Atlanta, GA
05/21/16	\$137.50	Hayfield Animal Hospital	Alexandria, VA
06/23/16	\$282.00	Hayfield Animal Hospital	Alexandria, VA
06/03/15	\$147.00	Kingstowne Lawn & LA	Alexandria, VA
02/01/16	\$700.29	Kingstowne Lawn	Lorton, VA
07/28/16	\$3,061.40	NBSFACTS Payment	Internet Purchase
07/28/16	\$84.19	NBSFACTS Payment	Internet Purchase
07/02/16	\$885.91	Offenbacher's	Springfield, VA
07/05/16	\$32.43	Offenbacher's	Springfield, VA

07/05/16	\$353.39	Offenbacher's	Springfield, VA
07/05/16	\$791.18	Offenbacher's	Springfield, VA
07/24/16	\$47.54	Offenbacher's	Springfield, VA
07/24/16	\$109.51	Offenbacher's	Springfield, VA
09/04/15	\$175.00	Olde Towne School for Dogs	Alexandria, VA
10/31/15	\$38.24	Olde Towne School of Alex	Alexandria, VA
05/20/16	\$228.00	Olde Towne School for Dogs	Alexandria, VA
05/20/16	\$76.49	Olde Towne School for Dogs	Alexandria, VA
06/24/16	\$262.31	Olde Towne School for Dogs	Alexandria, VA
06/24/16	\$48.33	Olde Towne School for Dogs	Alexandria, VA
07/29/16	\$317.14	Olde Towne School for Dogs	Alexandria, VA
04/29/16	\$210.68	Oldetowne Pet Resort	Springfield, VA
08/16/16	\$1,955.10	SMART T*Smarttuition	Woodbridge, NJ
06/24/16	\$142.04	Sunset Pet Services	Alexandria, VA
06/28/16	\$581.63	The Great Republic Wash	Washington, DC
07/26/16	\$5,360.47	The Great Republic Wash	Washington, DC
09/03/16	\$1,600.00	Town & Country Veterinarian	Christiansburg, VA
TOTAL	\$35,823.22		

All in violation of Title 29, United States Code, Section 501(c).

COUNT THREE

(29 U.S.C. § 501(c))

(Embezzlement from a Labor Organization)

1. The allegations contained in paragraphs 1 through 8 of the General Allegations of this Indictment are realleged in this Count and are incorporated by reference as if fully set forth herein.

2. From on or about December 2013 to on or about October 2016, in the District of Columbia and elsewhere, Defendant RODERICK BENNETT, while employed directly and indirectly by LIUNA, and others known and unknown to the grand jury, did embezzle, steal and unlawfully and willfully abstract and convert to his own use and to use of others the moneys, property and other assets of said labor organization, LIUNA, to wit: \$60,224.44 in unauthorized purchases of clothing, jewelry, and personal items as set forth below:

01/11/16	\$2,650.00	Afram Jewelers	Washington, DC
08/08/16	\$530.00	Afram Jewelers	Washington, DC
04/04/16	\$539.33	Allen Edmonds	Washington, DC
04/12/16	\$220.49	Allen Edmonds	Washington, DC
05/03/16	\$495.42	Allen Edmonds	Washington, DC
10/11/16	\$264.88	Allen Edmonds	Washington, DC
03/17/16	\$155.65	Crest Cleaners	Alexandria, VA
04/12/16	\$96.85	Crest Cleaners	Alexandria, VA
04/22/16	\$77.50	Crest Cleaners	Alexandria, VA
04/26/16	\$106.60	Crest Cleaners	Alexandria, VA
06/08/16	\$208.00	Crest Cleaners	Alexandria, VA
06/25/16	\$150.05	Crest Cleaners	Alexandria, VA
07/15/16	\$221.15	Crest Cleaners	Alexandria, VA
07/26/16	\$130.25	Crest Cleaners	Alexandria, VA

08/02/16	\$55.65	Crest Cleaners	Alexandria, VA
08/16/16	\$87.45	Crest Cleaners	Alexandria, VA
09/06/16	\$154.30	Crest Cleaners	Alexandria, VA
09/16/16	\$157.85	Crest Cleaners	Alexandria, VA
10/04/16	\$143.00	Crest Cleaners	Alexandria, VA
10/10/16	\$207.75	Crest Cleaners	Alexandria, VA
06/13/16	\$358.31	Neiman-Marcus	Chicago, IL
06/09/16	\$731.40	Nordstrom	McLean, VA
09/06/16	\$6,158.07	Nordstrom	Arlington, VA
09/11/16	\$545.90	Nordstrom	Arlington, VA
03/15/14	\$348.74	Old Town Shoe and Luggage	Alexandria, VA
05/13/14	\$66.50	Old Town Shoe and Luggage	Alexandria, VA
04/23/16	\$256.52	Old Town Shoe and Luggage	Alexandria, VA
05/04/16	\$269.00	Old Town Shoe and Luggage	Alexandria, VA
06/10/16	\$682.49	Old Town Shoe and Luggage	Alexandria, VA
09/10/16	\$123.80	Old Town Shoe and Luggage	Alexandria, VA
09/15/16	\$1,059.87	ORO Gold Forum Shops	Las Vegas, NV
09/15/16	\$5,623.80	ORO Gold Forum Shops	Las Vegas, NV
09/15/16	\$4,866.75	ORO Gold Forum Shops	Las Vegas, NV
06/10/16	\$302.10	Pentagon City Mall	Arlington, VA
06/10/16	\$1,255.22	Pentagon City Mall	Arlington, VA
06/28/16	\$1,083.95	Shinola	Washington, DC
12/21/15	\$479.00	Sissy's Log Cabin	Jonesboro, AR
12/21/15	\$2,000.00	Sissy's Log Cabin	Jonesboro, AR
04/05/16	\$3,950.00	Sissy's Log Cabin	Pine Bluff, AR
05/10/16	\$2,000.00	Sissy's Log Cabin	Jonesboro, AR
05/16/16	\$1,985.37	Sissy's Log Cabin	Pine Bluff, AR
05/20/16	\$1,800.00	Sissy's Log Cabin	Jonesboro, AR
05/23/16	\$2,180.00	Sissy's Log Cabin	Jonesboro, AR
07/07/16	\$2,400.00	Sissy's Log Cabin	Jonesboro, AR
08/26/16	\$1,920.48	Sissy's Log Cabin	Jonesboro, AR
08/26/16	\$3,000.00	Sissy's Log Cabin	Jonesboro, AR
08/30/16	\$3,125.00	Sissy's Log Cabin	Jonesboro, AR
10/14/16	\$2,500.00	Sissy's Log Cabin	Jonesboro, AR
10/14/16	\$2,500.00	Sissy's Log Cabin	Jonesboro, AR
TOTAL	\$60,224.44		

All in violation of Title 29, United States Code, Section 501(c).

COUNT FOUR

(18 U.S.C. § 1349)

(Health Care Fraud Conspiracy)

1. The allegations contained in paragraphs 1 through 8 of the General Allegations of this Indictment are realleged in this Count and are incorporated by reference as if fully set forth herein.

2. Beginning at least as early as June 2014, and continuing at least through October 2016, both dates being approximate, the exact dates being unknown to the Grand Jury, in the District of Columbia and elsewhere, Defendants RODERICK BENNETT and AIMEE OCCHETTI, and other persons both known and unknown to the Grand Jury, did knowingly and willfully conspire to commit health care fraud, in violation of 18 U.S.C. 1347, namely: to execute or attempt to execute a scheme and artifice to defraud Aetna and to obtain by means of false and fraudulent pretenses, representations, and promises, the money and property owned by, and under the custody and control of Aetna in connection with the delivery of and payment for health care benefits, items, and services.

The Objectives of the Conspiracy

3. It was an objective of the conspiracy that Defendants BENNETT and OCCHETTI would use false and fraudulent pretenses, representations, and promises to cause the enrollment of OCCHETTI in the LIUNA Healthcare Plan even though

OCCHETTI was not a full-time employee of LIUNA and not eligible to participate in the LIUNA Healthcare Plan.

4. It was an objective of the conspiracy that Defendants BENNETT and OCCHETTI would defraud Aetna and use false and fraudulent pretenses, representations, and promises to obtain health care insurance coverage from Aetna as insurer to the LIUNA Healthcare Plan when OCCHETTI was not eligible for that coverage because OCCHETTI was not a full-time employee of LIUNA and not eligible to participate in the LIUNA Healthcare Plan those benefits.

5. It was an objective of the conspiracy that Defendants BENNETT and OCCHETTI would defraud Aetna and use false and fraudulent pretenses, representations, and promises to obtain health care reimbursements from Aetna as insurer to the LIUNA Healthcare Plan when OCCHETTI was not eligible to receive those reimbursements because OCCHETTI was not a full-time employee of LIUNA and not eligible to participate in the LIUNA Healthcare Plan those benefits.

Manner and Means of the Conspiracy

6. It was a part of the conspiracy that Defendants BENNETT and OCCHETTI would make it appear that OCCHETTI was a full-time employee of LIUNA in order that OCCHETTI could participate in LIUNA Healthcare Plan, even though OCCHETTI was not eligible to participate, and thereby obtain health insurance coverage and medical reimbursements from Aetna.

7. It was a part of the conspiracy that Defendants BENNETT and OCCHETTI would make it appear that OCCHETTI was being considered by LIUNA for employment in the position of associate general counsel knowing that OCCHETTI was not being considered for that position.

8. It was part of the conspiracy that Defendant OCCHETTI would present an Aetna membership card in the LIUNA Healthcare Plan to various medical providers to receive delivery of medical treatment, and receive reimbursement payments for the expenses of medical treatment, from Aetna, knowing that she was not a LIUNA employee and not eligible to be enrolled or participate in the LIUNA Healthcare Plan.

Overt Acts

9. On or about July 9, 2014, Defendant BENNETT issued an offer letter to Defendant OCCHETTI, falsely stating that OCCHETTI had been offered a position as associate general counsel with LIUNA with a starting date of July 31, 2014, when Defendant BENNETT knew that OCCHETTI had not been offered employment with LIUNA.

10. On or about July 9, 2014, Defendant BENNETT issued the false offer letter to Defendant OCCHETTI, bearing false representations that several LIUNA officials had been notified of OCCHETTI's alleged offer of a position as associate general counsel when Defendant BENNETT knew that those officials, in fact, had not been notified.

11. On or about July 9, 2014, Defendant OCCHETTI signed the false offer letter to OCCHETTI dated July 9, 2014, from Defendant BENNETT and returned it to BENNETT.

12. On or about July 30, 2014, Defendant BENNETT cancelled Defendant OCCHETTI's alleged starting date of July 31, 2014, due to "ongoing construction" at LIUNA headquarters and rescheduled it for August 1, 2014.

13. On or about August 1, 2014, Defendant OCCHETTI did not report for work at LIUNA.

14. On or about August 1, 2014, Defendant BENNETT issued two "welcome letters" to Defendant OCCHETTI falsely representing that OCCHETTI had reported for, and had begun, employment at LIUNA on August 1, 2014, when, in fact, Defendant BENNETT knew that OCCHETTI had not reported for employment on August 1, 2014.

15. On or about September 23, 2014, Defendant OCCHETTI telephoned the benefits department at LIUNA, falsely claiming to be a new employee would had not yet been enrolled in the LIUNA Healthcare Plan and requested that the benefits department enroll her in the LIUNA Healthcare Plan.

16. On or about October 3, 2014, Defendant BENNETT telephoned the benefits department at LIUNA, falsely claiming that Defendant OCCHETTI was a new employee who had not yet been enrolled in the LIUNA Healthcare Plan and directed

the benefits department to enroll OCCHETTI immediately because OCCHETTI needed “medical attention.”

17. On or about October 3, 2014, Defendant OCCHETTI provided her personal information to the benefits department at LIUNA in order that she be enrolled in the LIUNA Healthcare Plan knowing that she was not a LIUNA employee and not eligible to be enrolled in the LIUNA Healthcare Plan.

18. On or about October 14, 2014, Defendant OCCHETTI presented an Aetna membership card in the LIUNA Healthcare Plan to a medical provider to receive delivery of treatment and receive reimbursement for the expense of that medical treatment from Aetna, knowing that she was not a LIUNA employee and not eligible to be enrolled in the LIUNA Healthcare Plan and not eligible to receive reimbursement from Aetna for medical expenses.

19. From January to August 2015, Defendant OCCHETTI presented an Aetna membership card in the LIUNA Healthcare Plan to various medical providers to receive delivery of medical treatment, and received reimbursement for the expenses of medical treatment, from Aetna, totaling more than \$66,000, through the LIUNA Healthcare Plan, knowing that she was not a LIUNA employee and not eligible to be enrolled in the LIUNA Healthcare Plan and not eligible to receive reimbursement from Aetna for medical expenses.

20. From August 2014 through October 2016, Defendants BENNETT and OCCHETTI rescheduled OCCHETTI's alleged first day as a LIUNA employee more than 200 times, knowing that OCCHETTI had not been offered employment with LIUNA and would not report for employment at LIUNA.

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

COUNT FIVE

(18 U.S.C. § 1347)

(Health Care Fraud)

1. The allegations contained in paragraphs 1 through 8 of the General Allegations of this Indictment, and paragraphs 2 through 20 of Count Four of this Indictment, are realleged in this Count and are incorporated by reference as if fully set forth herein.

2. Beginning at least as early as June 2014, and continuing at least through October 2016, both dates being approximate, the exact dates being unknown to the Grand Jury, in the District of Columbia and elsewhere, Defendants RODERICK BENNETT and AIMEE OCCHETTI did knowingly and willfully execute, and attempt to execute, a scheme or artifice defraud Aetna and to obtain by means of false and fraudulent pretenses, representations, and promises, money and property, owned by, and under the custody or control of, a health care benefit program, that is, Aetna, in connection with the delivery of and payment for health care benefits, items, and services, including \$66,000 in medical reimbursements.

All in violation of Title 18, United States Code, Sections 1347.

FORFEITURE ALLEGATIONS

(18 U.S.C. § 981(a)(1)(C))

1. The allegations contained in Counts One through Four of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the offenses set forth in Counts One through Three of this Indictment, Defendant RODERICK BENNETT shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses of conviction. The property to be forfeited includes at least, \$168,406.24 in money and property obtained by Defendant RODERICK BENNETT;

3. Upon conviction of the offense set forth in Count Four and Five of this Indictment, Defendants RODERICK BENNETT and AIMEE OCCHETTI shall forfeit to the United States of America, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(7), and Title 28, United States Code, Section 2461(c), any real or personal property that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense. The property to be forfeited

includes, but is not limited to, at least \$66,000 in money and property obtained by Defendant AIMEE OCCHETTI;

4. If any of the property described above in paragraphs two and three, as a result of any act or omission of Defendant RODERICK BENNETT and AIMEE OCCHETTI respectively:

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 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).

All pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

A TRUE BILL:

FOREPERSON

TRIAL ATTORNEY

Vincent J. Falvo, Jr.,
United States Department of Justice

Dated: January 18, 2018