

UNITED STATES DISTRICT COURT Eastern District of Kentucky  
EASTERN DISTRICT OF KENTUCKY **FILED**  
CENTRAL DIVISION  
LEXINGTON

DEC 06 2019

AT LEXINGTON  
ROBERT R. CARR  
CLERK U.S. DISTRICT COURT

UNITED STATES OF AMERICA

v.

INDICTMENT NO. 5:19-cv-235-KKC

CORRELL BUCKHALTER, and  
CARLOS ROGERS

\* \* \* \* \*

**THE GRAND JURY CHARGES THAT:**

At all times relevant to this Indictment:

**GENERAL ALLEGATIONS**

**I. The Health Care Benefit Program**

1. The Gene Upshaw NFL Player Health Reimbursement Account Plan (“the Plan”) was a health care plan providing benefits to certain former players of the National Football League (“NFL”). The Plan was established pursuant to the 2006 Collective Bargaining Agreement between the National Football League Management Council (“NFL Management Council”) and the National Football League Players Association (“NFLPA”).

2. Individuals who were eligible to receive benefits under the Plan were referred to as “Participants.” To qualify as a Participant, a former player needed to have met certain career tenure requirements, to include by earning three “Credited Seasons,” as that term is defined in the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

3. Participants included the former player and, after the player's death, his dependents ("Dependents"). Dependents included the Player's spouse and other dependents, including qualifying children, as defined in Internal Revenue Code Section 152.

4. The Plan was a "health care benefit program," as defined by Title 18, United States Code, Section 24(b).

5. The Plan reimbursed Participants for the actual amount of their "Medical Care Expenses."

6. "Medical Care Expenses" were expenses incurred by a Participant, his spouse, or his Dependents for "medical care," as defined in Internal Revenue Code Section 213(d). Such expenses included direct medical expenses, medical insurance premiums, and medical insurance co-pays and deductibles.

7. The Plan was funded solely through contributions by member clubs of the NFL. All contributions under the Plan were held for the exclusive benefit of Participants and their Dependents, and under no circumstances would any assets of the Plan ever revert to, or be used by, a member club of the NFL, the NFL, or the NFLPA.

8. Each Participant had a nominal account known as a "Health Account." "Health Credits" were added to the Health Account annually based on the number of Credited Seasons played by the former player, according to the table below. The total amount of Plan benefits available to a Participant was the sum of Health Credits added to the Health Account.

<b>Credited Season</b>	<b>Health Credits</b>
2009 and prior years	\$25,000
2010	\$0
2011 through 2015	\$25,000
2016 through 2020	\$30,000

9. Prior to the time a player earned his third Credited Season, he had no Health Account and no Health Credits. When a Player earned his third Credited Season, his Health Account received Health Credits for each of his Credited Seasons, including Credited Seasons earned prior to earning his third Credited Season.

10. For players whose last Credited Season is 2011 or later, the maximum number of Health Credits that could be added to a Health Account was \$350,000.

11. Participants were not taxed when nominal amounts were credited to their Health Accounts.

12. Reimbursements from the Plan to Participants for Medical Care Expenses were tax-free to the Participant.

13. If the Plan allowed reimbursements to Participants for expenses other than Medical Care Expenses, for example cash payments not associated with any Medical Care Expenses, the Plan could lose its tax-favored treatment, and Participants in the Plan could be subject to taxation on their reimbursements.

14. The Plan was administered by the Health Board, which consisted of seven members: three voting members appointed by the NFLPA; three voting members appointed by the NFL Management Council; and the Commissioner of the NFL, who was an ex-officio, non-voting member.

15. The Health Board had the authority to and did appoint a "Benefits Administrator" for the Plan. The Benefits Administrator determined whether to pay claims under the Plan.

16. At all relevant times, CIGNA Healthcare ("CIGNA") was the appointed Benefits Administrator for the Plan.

17. The Plan provided all Participants with a Summary Plan Description (“SPD”), which, among other things, summarized the Plan, including the purpose of the Plan, what items or services were covered by the Plan, and how to submit claims to the Plan. The SPD was also made available to Participants online at the Plan’s website, which could be accessed through <https://www.mygoalline.com>.

18. The SPD explained that “you may withdraw amounts from your *Health Account* to reimburse *Medical Care Expenses* incurred by you, your *Spouse*, or your *Dependents*. You can obtain reimbursement for the actual amount of these *Medical Care Expenses*, up to the value of your *Health Account*.” The SPD further specified certain types of Medical Care Expenses that are not covered under the Plan, including “[p]ayments for services not yet provided.”

19. The SPD further explained that claims for reimbursement to the Plan could be submitted by completing the Plan’s “Reimbursement Request Form,” attaching required documentation, and returning the Form with attachments to CIGNA. To obtain a Reimbursement Request Form, a Participant could contact the Plan office or access the Reimbursement Request Form online at <https://www.mygoalline.com>.

20. On the Reimbursement Request Form, a Participant had to certify that he understood that he was “required to submit, in addition to [the Reimbursement Request Form], an itemized receipt from a merchant or a health care professional, or an explanation of benefits from an insurance company.”

21. On the Reimbursement Request Form, the Participant also had to certify that “all expenses for which reimbursement is requested from the Gene Upshaw NFL Player Health Reimbursement Account Plan, have been incurred and have not been reimbursed and are not reimbursable under any other health plan.”

22. The Reimbursement Request Form instructed that a claim could be submitted to the Plan by faxing “the completed and signed form, along with receipts to” CIGNA.

23. At all times relevant to this Indictment, faxes sent to the number provided in the Reimbursement Request Form, including all claims described in this Indictment, were transmitted electronically to a data center located in Lexington, Kentucky.

24. The claims were then routed to and reviewed in digital format by employees of CIGNA who were located in Lackawanna County, Pennsylvania.

25. If CIGNA determined that the Plan should pay a claim, the Participant was either (a) sent a check through the mail to the mailing address provided by the Participant, or (b) sent a payment by direct deposit, if the Participant submitted a direct deposit authorization form to CIGNA.

## **II. The Defendants and Relevant Individuals**

26. Defendant **CORRELL BUCKHALTER** was a Participant in the Plan. Reimbursement Request Forms submitted to the Plan on behalf of **CORRELL BUCKHALTER** stated that his mailing address was located in Colleyville, Texas.

27. Defendant **CARLOS ROGERS** was a Participant in the Plan.

28. J.D. was a Participant in the Plan. Reimbursement Request Forms submitted to the Plan on behalf of J.D. stated that his mailing address was located in Los Angeles, California, and later in Chicago, Illinois.

29. A.O. was a Participant in the Plan. Reimbursement Request Forms submitted to the Plan on behalf of A.O. stated that his mailing address was located in Irvington, Alabama.

30. A.M. was a Participant in the Plan. Reimbursement Request Forms submitted to the Plan on behalf of A.M. stated that his mailing address was located in Cleveland, Ohio.

### **III. The Fraudulent Scheme**

#### Overview of the Scheme

31. The Defendants and their co-conspirators engaged in a scheme and artifice to defraud the Plan by submitting and causing to be submitted false and fraudulent claims for reimbursement for expensive medical equipment. The false and fraudulent claims consisted of a Reimbursement Request Form that requested reimbursement for expensive medical equipment that the Participants never purchased or received. Additionally, as attachments to, and in support of, their Reimbursement Request Forms, the Defendants and their co-conspirators submitted and caused to be submitted false and fraudulent documentation, including: (i) fabricated letters purportedly authored by health care providers describing the Participants' use of the medical equipment; (ii) fabricated prescriptions purportedly signed by health care providers; and (iii) fabricated invoices from medical equipment companies as proof of purchase.

32. Over the course of the scheme, which began in or about July 2017 and continued through at least in or about December 2018, the co-conspirators submitted or caused to be submitted to the Plan false and fraudulent claims totaling more than \$1.4 million. The Defendants each personally profited from their participation in the scheme by: (1) receiving reimbursements from the Plan; or (2) receiving kickbacks and bribes paid by Participants in exchange for submitting or causing the submission of the false and fraudulent claims to the Plan on behalf of those Participants; or (c) both.

#### Object and Purpose of the Scheme

33. The object and purpose of the scheme was for Defendants **CORRELL BUCKHALTER, CARLOS ROGERS**, and their co-conspirators, known and unknown to the grand jury, to unlawfully enrich themselves by, among other things, submitting or causing the

submission of false and fraudulent claims for reimbursement to the Plan for expensive medical equipment that the Participants neither purchased nor received.

Description of the Scheme

34. **CORRELL BUCKHALTER, CARLOS ROGERS, J.D., A.O., and A.M.** conspired with each other and others, known and unknown to the grand jury, to submit or cause the submission of false and fraudulent claims to the Plan.

35. **CORRELL BUCKHALTER, CARLOS ROGERS, J.D.,** and others recruited Participants into the scheme by offering to submit or cause the submission of false and fraudulent claims to the Plan in exchange for the payment of kickbacks and bribes. The amount of the kickbacks and bribes demanded ranged from a few thousand dollars to \$6,000 or more per false and fraudulent claim submitted to the Plan.

36. **CORRELL BUCKHALTER, CARLOS ROGERS,** and others solicited personal information from Participants, including the Participant's CIGNA identification number, social security number, mailing address, and/or date of birth, so that this information could be used to complete and submit a Reimbursement Request Form to the Plan.

37. A.O., A.M., and others were Participants who agreed to provide information necessary to fill out and submit a Reimbursement Request Form to **CORRELL BUCKHALTER, CARLOS ROGERS,** or others, so that they could submit or cause the submission of false and fraudulent claims to the Plan on their behalf.

38. At the time the Defendants submitted or caused the submission of the false and fraudulent claims to the Plan, the Defendants knew that no Medical Care Expenses had been incurred in connection with the false and fraudulent claims.

39. The false and fraudulent claims that the Defendants submitted or caused to be submitted to the Plan were for expensive medical equipment such as cryotherapy machines.

40. The false and fraudulent claims that the Defendants submitted or caused to be submitted to the Plan included (1) a Reimbursement Request Form setting forth the Participant's personal information and describing the expensive medical equipment for which reimbursement was sought; (2) an invoice for the expensive medical equipment from a company purporting to show the sale of the medical equipment to the Participant; (3) a letter from a medical provider describing the Participant's use of the medical equipment; and (4) a prescription from a medical provider for the medical equipment.

41. The expensive medical equipment described in the Reimbursement Request Forms that the Defendants submitted or caused to be submitted to the Plan were never purchased or received by the Participant, and the invoices from medical equipment companies, letters from health care providers, and prescriptions from health care providers accompanying the Reimbursement Request Forms were all fabricated.

42. The false and fraudulent claims that the Defendants submitted or caused to be submitted to the Plan were all sent by fax from different locations across the country to Lexington, Kentucky, and were then reviewed by CIGNA employees in Lackawanna County, Pennsylvania.

43. After the Defendants submitted or caused the submission of certain of the false and fraudulent claims to the Plan, **CORRELL BUCKHALTER** called the telephone number provided on the Reimbursement Request Form and impersonated certain other Participants to check on the status of the false and fraudulent claims submitted on their behalf.

44. CIGNA, in its role as Benefits Administrator, determined that the Plan should pay many of the false and fraudulent claims that the Defendants submitted or caused to be submitted



to the Plan. In deciding that the claims should be paid, CIGNA relied on the representations in the Reimbursement Request Forms, including the Participants' certifications that the expenses for which reimbursement was being requested had been incurred, as well as on the fabricated documents accompanying the Reimbursement Request Forms that the Defendants submitted or caused to be submitted to the Plan.

45. **CORRELL BUCKHALTER, J.D., A.O.**, and others were reimbursed for the false and fraudulent claims that the Defendants submitted or caused to be submitted to the Plan on their behalf.

46. As a result, the Plan paid over \$900,000 for the false and fraudulent claims that the Defendants submitted or caused to be submitted to the Plan.

47. The proceeds of the scheme were disbursed to the Defendants, their co-conspirators, and others, and the Defendants each personally profited from the scheme.

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

48. Paragraphs 1 through 47 of this Indictment are realleged and incorporated by reference as though set forth fully herein.

49. Beginning in or about July 2017 and continuing through at least in or about December 2018, the exact dates being unknown to the Grand Jury, in Fayette County, in the Eastern District of Kentucky and elsewhere, the Defendants,

**CORRELL BUCKHALTER; and**  
**CARLOS ROGERS;**

J.D., A.O., A.M., and others known and unknown to the Grand Jury, did knowingly, intentionally, and willfully combine, conspire, and confederate and did agree to:

a. commit wire fraud, that is, knowingly, willfully, and with the intent to defraud, having devised and intending to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, transmit and cause to be transmitted by means of wire, radio, and television communication, writings, signs, signals, pictures, and sounds in interstate and foreign commerce for the purpose of executing such scheme and artifice in violation of 18 U.S.C. § 1343; and

b. commit health care fraud, that is, 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, the Plan, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, any of the 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.

#### **Object and Purpose of the Conspiracy**

50. The object and purpose of the conspiracy is described in Paragraph 33, and is realleged and incorporated by reference as though set forth fully herein.

#### **Manner and Means of the Conspiracy**

51. In furtherance of the conspiracy and to accomplish its object and purpose, the manner and means that were used are described in Paragraphs 34 through 47, and are realleged and incorporated by reference as though set forth fully herein.

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

**COUNTS 2-3**  
**Wire Fraud**  
**(18 U.S.C. §§ 1343 and 2)**

52. Paragraphs 1 through 47 of this Indictment are realleged and incorporated by reference as though set forth fully herein.

53. Beginning in or about July 2017 and continuing through at least in or about December 2018, in Fayette County, in the Eastern District of Kentucky and elsewhere, the Defendant,

**CARLOS ROGERS**

aided and abetted by others known and unknown to the Grand Jury, did knowingly, willfully, and with the intent to defraud, having devised and intending to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing such pretenses, representations, and promises were false and fraudulent when made, transmit and cause to be transmitted, by means of wire, radio, and television communication, writings, signals, pictures, and sounds in interstate and foreign commerce for the purposes of executing such scheme and artifice.

**Purpose of the Scheme and Artifice to Defraud**

54. Paragraph 33 of this Indictment is realleged and incorporated by reference as though set forth fully herein as a description of the purpose of the scheme and artifice.

**The Scheme and Artifice to Defraud**

55. Paragraphs 34 through 47 of this Indictment are realleged and incorporated by reference as though set forth fully herein as a description of the scheme and artifice.

**Use of the Wires**

56. On or about the dates specified as to each count below, in the Eastern District of Kentucky and elsewhere, the Defendant, aided and abetted by others known and unknown to the

Grand Jury, for the purpose of executing the aforesaid scheme and artifice to defraud, and attempting to do so, did knowingly transmit and cause to be transmitted, by means of wire, radio, and television communication, writings, signals, pictures, and sounds in interstate and foreign commerce for the purposes of executing such scheme and artifice, as set forth below:

Count	Defendant	Date	Description of Wire Communication
2	<b>ROGERS</b>	March 27, 2018	Facsimile transmitted from a location outside Kentucky to Lexington, Kentucky containing a Reimbursement Request Form in the name of M.K., a letter from a health care professional, a prescription from a health care professional, and an invoice
3	<b>ROGERS</b>	March 28, 2018	Facsimile transmitted from a location outside Kentucky to Lexington, Kentucky containing a Reimbursement Request Form in the name of A.M., a letter from a health care professional, a prescription from a health care professional, and an invoice

All in violation of Title 18, United States Code, Sections 1343 and 2.

**COUNTS 4-5**  
**Health Care Fraud**  
**(18 U.S.C. §§ 1347 and 2)**

57. Paragraphs 1 through 47 of this Indictment are realleged and incorporated by reference as though set forth fully herein.

58. Beginning in or about July 2017 and continuing through at least in or about December 2018, in Fayette County, in the Eastern District of Kentucky and elsewhere, the Defendant,

**CARLOS ROGERS**

aided and abetted by others known and unknown to the Grand Jury, did 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, the Plan, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, any of the 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.

**Purpose of the Scheme and Artifice to Defraud**

59. Paragraph 33 of this Indictment is realleged and incorporated by reference as though set forth fully herein as a description of the purpose of the scheme and artifice.

**The Scheme and Artifice to Defraud**

60. Paragraphs 34 through 47 of this Indictment are realleged and incorporated by reference as though set forth fully herein as a description of the scheme and artifice.

**Acts in Execution or Attempted Execution of the Scheme and Artifice to Defraud**

61. On or about the dates specified below, in the Eastern District of Kentucky and elsewhere, the Defendant, aided and abetted by others known and unknown to the Grand Jury, caused to be paid the following amounts based on false and fraudulent claims that they submitted or caused to be submitted to the aforementioned health care benefit program for expensive medical equipment that was not purchased or received, based on fabricated letters and prescriptions from medical providers and fabricated invoices from companies that sell medical equipment, in an attempt to execute, and in execution of the aforementioned scheme, as described in Paragraphs 34 through 47, with each execution set forth below forming a separate count:

Count	Defendant	Date Claim Submitted	Description of Claim	Claim Amount Billed and Paid
4	<b>ROGERS</b>	March 27, 2018	Reimbursement to M.K. for 1 Cryotherapy Impact Pro Series "50"	Billed: \$56,821.00 Paid: \$56,821.00
5	<b>ROGERS</b>	March 28, 2018	Reimbursement to A.M. for 1 Cryotherapy Impact Pro Series "50"	Billed: \$46,821.00 Paid: \$0

All in violation of Title 18, United States Code, Sections 1347 and 2.

**NOTICE OF FORFEITURE**

**(18 U.S.C. § 982(a)(7); 18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c))**

62. Upon conviction of the offense set forth in this Indictment, the Defendants, **CORRELL BUCKHALTER** and **CARLOS ROGERS**, shall forfeit to the United States of America, pursuant to 18 U.S.C. § 982(a)(7), 18 U.S.C. § 981(a)(1)(C), and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses.

63. The property to be forfeited includes, but is not limited to, the following:

**MONEY JUDGMENT:**

A sum representing the gross proceeds in aggregate obtained by each of the Defendants, **CORRELL BUCKHALTER** and **CARLOS ROGERS**, as a result of the violations alleged in this Indictment.

64. If any of the property described above, as a result of any act or omission of the Defendants:

- 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 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

**A TRUE BILL**

**FOREPERSON** \_\_\_\_\_

  
**ROBERT M. DUNCAN, JR.**  
**UNITED STATES ATTORNEY**

  
**ROBERT A. ZINK**  
**CHIEF, FRAUD SECTION**  
**U.S. DEPARTMENT OF JUSTICE**

**PAUL C. MCCAFFREY**  
**ANDREW E. SMITH**  
**ASSISTANT UNITED STATES**  
**ATTORNEYS**

**JOSEPH S. BEEMSTERBOER**  
**SENIOR DEPUTY CHIEF, FRAUD SECTION**  
**U.S. DEPARTMENT OF JUSTICE**

**ALLAN J. MEDINA**  
**SALLY B. MOLLOY**  
**DEPUTY CHIEFS, FRAUD SECTION**  
**U.S. DEPARTMENT OF JUSTICE**

**JOHN (FRITZ) SCANLON**  
**ALEXANDER KRAMER**  
**THOMAS TYNAN**  
**TRIAL ATTORNEYS**  
**U.S. DEPARTMENT OF JUSTICE**

**PENALTIES**

- COUNT 1:** Imprisonment for not more than 20 years, a fine of \$250,000 or twice the gross gain or loss, and supervised release for not more than 3 years.
- COUNTS 2-3:** Imprisonment for not more than 20 years, a fine of \$250,000 or twice the gross gain or loss, and supervised release for not more than 3 years.
- COUNTS 4-5:** Imprisonment for not more than 10 years, a fine of \$250,000 or twice the gross gain or loss, and supervised release for not more than 3 years.