

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Holding a Criminal Term
Grand Jury Sworn in on November 9, 2023

UNITED STATES OF AMERICA

v.

RUTH NIVAR (aka "Ruth Nunez," "Ruth Nunez-Uribe," and "Ruth Arias")
(Counts 1-7)

and

YESSICA MOYA (aka "Yessica Beatriz Moya De Jesus")
(Counts 1-3)

Defendants.

Case No. 24-cr-

GRAND JURY ORIGINAL

VIOLATIONS:

Count 1: 18 U.S.C. § 371 (Conspiracy)

Counts 2-7: 18 U.S.C. § 1951(a) (Hobbs Act Extortion Under Color of Official Right); 18 U.S.C. § 2 (Aiding and Abetting)

18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 246(c), and 21 U.S.C. § 853(p) (Criminal Forfeiture)

INDICTMENT

The Grand Jury charges that, at all times material to this Indictment, on or about the dates stated below:

Background

1. Defendant RUTH NIVAR (also known as Ruth Nunez, Ruth Nunez-Uribe, and Ruth Arias) was an employee of the District of Columbia (District or DC) Department of Human Services (DHS) who worked as a Social Services Representative (SSR).

2. Defendant YESSICA MOYA (also known as Yessica Beatriz Moya De Jesus), was an associate of NIVAR. She was never employed by the District of Columbia government.

3. DHS was a District government agency that provided a variety of services and benefits to District residents, such as administering public assistance programs that support low-

income individuals and families, including, but not limited to, the DC Healthcare Alliance, the Immigrant Children's Program (ICP), and Medicaid.

4. DC Healthcare Alliance was a locally-funded health care insurance coverage program for District residents who do not qualify for Medicaid or Medicare. DHS does not consider citizenship or immigration status as part of the program's eligibility requirements. If approved for insurance coverage, DC Healthcare Alliance benefits may be used outside the District of Columbia.

5. The ICP was a locally-funded health care insurance coverage program for District residents under the age of 21 years old who are not eligible for Medicaid. If approved for insurance coverage, ICP benefits may be used outside the District of Columbia.

6. Medicaid was a program, jointly funded by local and federal dollars, that provides health care insurance coverage to low-income adults, children, pregnant women, elderly adults, and people with disabilities.

7. As an SSR, NIVAR was responsible for processing applications and renewal applications for DC Healthcare Alliance, ICP, and Medicaid. DHS randomly assigns applications for public assistance programs to SSRs for processing.

8. At least since NIVAR became an SSR, the District of Columbia government has not charged applicants a fee to apply or process applications for public assistance programs. NIVAR's job responsibilities did not include charging applicants a fee to process applications and renewal applications for public assistance programs, and DHS did not permit her to do so.

9. Persons A, B, C, D, E, F, G, H, and I were District of Columbia residents who sought health care insurance coverage from the DC government.

NIVAR's Extortion Scheme

Persons A and B

10. In or around 2018, Person A's son, Person B, was ill and needed hospital care. As a result, Person A tried to obtain health care insurance coverage from the DC government.

11. Person A's relative told her that an individual, later identified as NIVAR, could help her obtain health care insurance coverage. In or around 2018, Person A, desperate for help, contacted NIVAR. NIVAR instructed Person A to pay NIVAR \$150 in exchange for agreeing to process her son's health care insurance coverage from the DC government, which Person A paid.

12. Person A also provided NIVAR, at NIVAR's request, with the necessary paperwork – such as identification and proof of DC residence – to obtain health care coverage from the DC government. NIVAR e-mailed herself copies of Person A's identification from NIVAR's personal e-mail account to her DHS e-mail account.

13. After receiving the personal payment from Person A, NIVAR, on behalf of the District, processed and approved Person A's application for DC Healthcare Alliance coverage, and Person B's application for ICP coverage.

14. In February 2018, Person A subsequently received DC Healthcare Alliance coverage, and Person B received ICP coverage from the DC government.

15. From October 19, 2020, through at least July 29, 2021, NIVAR again induced Person A to pay her money, which Person A paid, in exchange for agreeing to process applications for health care coverage from the DC Government for Person A and Person B.

16. NIVAR, after receiving payment, approved and processed Person A's applications for DC Healthcare Alliance coverage and Person's B application for ICP coverage.

17. In sum, NIVAR received payment of at least \$450 from Person A in exchange for agreeing to process Person A's and Person B's applications for health care coverage from the DC government.

Person C

18. In or around 2018, Person C tried to obtain health care coverage from the DC government.

19. While waiting in line to obtain health care coverage at the DHS Service Center at 645 H Street Northeast, in Washington DC, Person C was approached by an unidentified individual who told Person C to contact another individual, later identified as NIVAR, who could help Person C obtain health care coverage from the DC government. The unidentified individual gave Person C NIVAR's phone number, stated that Person C would need to pay NIVAR approximately \$100, and stated that Person C should not waste her time waiting in line to obtain health care coverage.

20. In or around 2018, Person C contacted NIVAR, who instructed her to pay NIVAR in exchange for agreeing to process her health care coverage from the DC government. Person C paid NIVAR approximately \$200.

21. Person C also provided NIVAR with a copy of her identification to obtain health care coverage from the DC government. In September 2018, NIVAR e-mailed herself a copy of Person C's identification from NIVAR's personal e-mail account to her DHS e-mail account.

22. After receiving the personal payment from Person C, NIVAR caused Person C's application for DC Healthcare Alliance coverage to be processed and approved on behalf of the District Government.

23. In or around 2018, Person C subsequently received DC Healthcare Alliance insurance coverage.

24. From December 13, 2019, through at least August 29, 2022, NIVAR again induced Person C to pay money, which Person C paid, in exchange for agreeing to process applications for health care coverage for Person C.

25. NIVAR, after receiving payment, approved and processed Person C's applications for DC Healthcare Alliance coverage.

26. In sum, NIVAR received payment of approximately \$550 from Person C in exchange for agreeing to process Person C's applications for health care coverage from the DC government.

Person D

27. In 2019 or 2020, Person D tried to obtain health care coverage from the DC government.

28. Person D was standing in line at a medical clinic on Georgia Avenue when she overheard two unknown people talking about an individual who could help with health care coverage from the DC government. Person D asked for the individual's telephone number and was provided a number used by NIVAR.

29. Person D called the telephone number and asked the individual for her name. NIVAR would not disclose her name to Person D, instead instructing Person D to call her "Mrs. Zero." NIVAR told Person D that she worked for the department that handles medical coverage, and that Person D needed to pay NIVAR \$150 so Person D would not lose her health care coverage.

30. Person D paid NIVAR \$300 in exchange for NIVAR agreeing to process health care coverage applications for Person D and a relative. Person D believed she had no other option to obtain health care coverage, even though she was earning no income at the time. NIVAR also asked Person D to provide a copy of Person D's identification to process the health care coverage application.

31. After receiving the personal payment from Person D, NIVAR processed and approved Person D's application for DC Healthcare Alliance coverage, as well as Person D's son's application for ICP coverage, from the DC government.

32. In 2020, Person D subsequently received DC Healthcare Alliance coverage, and her son received ICP coverage, from the DC government.

33. In sum, NIVAR received payment of at least \$300 from Person D in exchange for agreeing to process Person D's and her son's applications for health care coverage from the DC government.

Persons E and F

34. In September 2021, Person E tried to obtain health care coverage from the DC government because her husband, Person F, needed emergency treatment related to cancer.

35. Person E visited several places, including the DHS Service Center at 645 H Street Northeast, in Washington DC, only to find it closed. Outside was NIVAR, who told Person E that if she wanted help obtaining health care coverage, Person E would need to pay NIVAR. NIVAR induced a \$300 payment in exchange for agreeing to process Person E's and Person F's health care coverage applications from the DC government, which Person E paid.

36. NIVAR also instructed Person E to provide her with copies of her driver's license and other paperwork to process the health care coverage applications. On September 9, 2021, NIVAR e-mailed herself a copy of Person E's driver's license from NIVAR's personal e-mail account to her DHS e-mail account.

37. After receiving payment from Person E, NIVAR processed and approved Person E's and Person F's applications for DC Healthcare Alliance coverage from the DC government.

38. In September 2021, Person E and Person F subsequently received DC Healthcare Alliance coverage from the DC government.

39. From February 10, 2022, through at least September 6, 2022, NIVAR again induced that Person E pay her money, which Person E paid, in exchange for agreeing to process applications for health care coverage for Person E and Person F from the DC government.

40. NIVAR, after receiving the personal payment, approved and processed Person E's and Person F's applications for DC Healthcare Alliance coverage.

41. In sum, NIVAR received payment of at least \$900 from Person E in exchange for agreeing to process Person E's and Person F's applications for health care coverage from the DC government.

MOYA Joins NIVAR'S Extortion Scheme

42. Starting at least as early as November 2022, NIVAR involved MOYA in her extortion scheme as a conduit in an apparent attempt to disguise NIVAR's receipt of payment and information from law enforcement – including that NIVAR was inducing individuals to pay her to submit, process, and approve public assistance applications.

43. MOYA knew that NIVAR worked for the DC government and processed public assistance applications. MOYA further knew that NIVAR was giving individuals seeking help with their public assistance applications MOYA's contact information and requiring the individuals to pay MOYA.

44. MOYA agreed to and did serve as an intermediary between NIVAR and those NIVAR was inducing to illicitly pay her to submit, process, and approve public assistance applications. The individuals would pay MOYA, who would then send part of the payment to NIVAR.

45. MOYA and NIVAR used WhatsApp, an encrypted messaging program, to communicate about their criminal conduct, and encouraged their extortion victims to do the same.

Person G

46. Around May 2022, Person G fell and required surgery. As a result, Person G tried to obtain health care coverage from the DC government. Person G's relative told Person G that an individual, later identified as NIVAR, could help expedite her application for health care coverage.

47. In May 2022, Person G called NIVAR. NIVAR induced Person G to pay NIVAR money in exchange for processing her application for health care coverage for Person G, which Person G paid.

48. NIVAR also instructed Person G to provide her with copies of her passport and a utility bill showing proof of DC residency to process the health care coverage application, which Person G sent to NIVAR.

49. After Person G paid NIVAR, NIVAR processed and approved Person G's DC Healthcare Alliance coverage from the DC government in May 2022.

50. In May 2022, Person G subsequently received DC Healthcare Alliance coverage from the DC government.

51. In November 2022 and May 2023, NIVAR induced Person G to pay MOYA under the pretenses that such payment was required for Person G to keep her health care coverage.

52. In April or May 2023, NIVAR stated to Person G that she was being investigated but provided no other details.

53. Per NIVAR's instruction, Person G also sent MOYA a copy of her passport, which NIVAR told Person G was necessary to obtain health care coverage.

54. In sum, NIVAR or MOYA received payment of at least \$650 from Person G in exchange for agreeing to process Person G's applications for health care coverage from the DC government.

Person H

55. In April 2022, Person H, a minor, tried to obtain health care coverage from the DC government because she needed dental work. A friend told Person H to contact NIVAR to help her obtain health care coverage. As a result, Person H contacted NIVAR.

56. In April 2022, NIVAR induced Person H to pay her approximately \$200 to \$300 to process her application for health care coverage from the DC government. Person H paid NIVAR the money as demanded.

57. NIVAR also instructed Person H to provide her with copies of her identification and documentation showing DC residence to process her health care coverage application, which Person H provided to NIVAR with the payment.

58. After receiving payment from Person H, NIVAR processed and approved ICP coverage from the DC government for Person H, which Person H did subsequently obtain.

59. On April 11, 2023, NIVAR induced Person H to pay MOYA \$350 in exchange for agreeing to process an application for health care coverage for Person H, as well as an application for health care coverage for Person H's mother. Person H paid MOYA the money as demanded.

60. NIVAR also instructed Person H to provide her with copies of her identification and documentation showing DC residence to process her and mother's health care coverage applications, which Person H provided to NIVAR.

Person I

61. Person I paid MOYA \$150 via Zelle on January 11, 2023.

62. On May 8, 2023, MOYA asked NIVAR via Whatsapp to look into Person I because Person I had called MOYA. MOYA also sent NIVAR via Whatsapp a screenshot of a letter addressed to Person I from a health insurance company.

63. On May 9, 2023, NIVAR sent MOYA via Whatsapp screenshots of Person I's health care coverage information from an internal DC government database. MOYA appears to have responded that it was approved on February 6.

COUNT ONE
(Conspiracy - 18 U.S.C. § 371)

64. Paragraphs 1 through 63 are re-alleged.

65. Beginning at least as early as November 2022, and continuing through May 2023, in the District of Columbia and elsewhere, the defendants,

RUTH NIVAR and YESSICA MOYA,

did knowingly and willfully combine, conspire, confederate, and agree with each other to obstruct, delay, and affect commerce and the movement of any article and commodity in commerce, by extortion, as those terms are defined in Title 18 United States Code, Section 1951, in violation of Title 18 United States Code, Section 1951; that is, NIVAR and MOYA conspired to obtain money not due to NIVAR or to NIVAR's office as a public official, with the consent of the persons paying the money, under color of official right.

Purpose of the Conspiracy

66. The purpose of the conspiracy was for NIVAR and MOYA to enrich themselves by using NIVAR's position with DHS to induce and receive payments, to which neither NIVAR nor her office were entitled, for processing applications for health care coverage through the DC government, including through the DC Healthcare Alliance program and ICP.

Manner and Means

The conspiracy was carried out through the following manner and means, among others:

67. NIVAR induced persons applying for health care coverage to pay NIVAR in order to apply for health care benefits for which there was no required fee.

68. NIVAR induced the individuals seeking health care coverage to send certain documents to her personally – including, but not limited to, a utility bill to show DC residency and government-issued identification.

69. If necessary, NIVAR bypassed DHS's random assignment system to process the applications for health care coverage for the individuals who paid her directly.

70. NIVAR coordinated with MOYA, who would submit application materials for health care coverage on behalf of individuals through the public-facing DC government website.

71. NIVAR told individuals seeking health care coverage to send payment to MOYA.

72. Shortly after the individuals seeking health care coverage paid MOYA, MOYA transferred money to NIVAR.

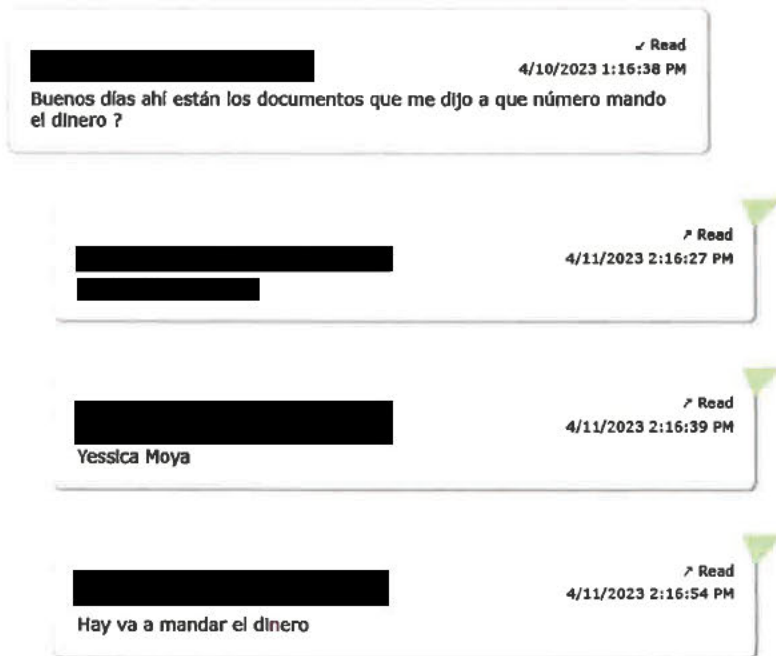
73. NIVAR and MOYA concealed their scheme by, among other methods, communicating by an encrypted messaging application with one another and with individuals seeking health care coverage.

Overt Acts

In furtherance of the conspiracy, and to effect its objects and purposes, NIVAR and MOYA, committed the following overt acts and omissions:

74. On January 11, 2023, Person I paid MOYA \$150 via Zelle.

75. On April 10, 2023, NIVAR directed Person H via Whatsapp to send money to MOYA after Person H provided NIVAR with the documents necessary to apply for benefits on her behalf:

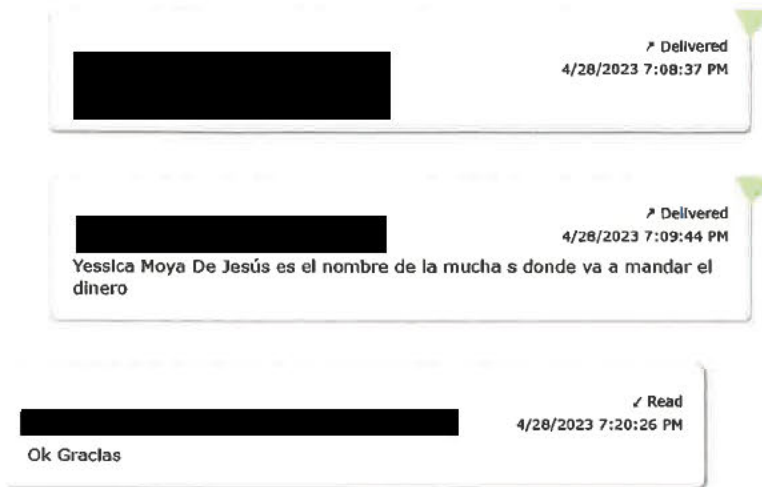


76. On April 11, 2023, Person H sent a Whatsapp message to Nivar confirming her understanding that she should send \$350, to which NIVAR responded via Whatsapp: “yes.”

77. On April 11, 2023, as directed by NIVAR, Person H paid MOYA \$350 via Zelle.

78. On April 11, 2023, MOYA sent NIVAR a bank transfer of \$225.

79. On April 28, 2023, NIVAR sent Person G a Whatsapp message directing her to send money to MOYA:



80. On May 2, 2023, Person G sent NIVAR a Whatsapp message containing the documents NIVAR requested to process Person G's health care coverage.

81. On May 2, 2023, Person G paid MOYA \$150 via Zelle.

82. On May 2, 2023, MOYA transferred \$400 total to NIVAR.

(In violation of Title 18, United States Code, Section 371)

COUNT TWO
**(Hobbs Act Extortion Under Color of Official Right,
Aiding and Abetting - 18 U.S.C. §§ 1951(a) and 2)**

83. Paragraphs 1 through 9 and 55 through 60 are re-alleged.

84. From April 2022 through April 2023, in the District of Columbia and elsewhere, the defendants,

RUTH NIVAR and YESSICA MOYA,

did knowingly obstruct, delay, and affect, and attempt to obstruct, delay, and affect, and aid and abet one another in obstructing, delaying, and affecting, in any way and degree, commerce and the movement of any article and commodity in commerce, by extortion, as those terms are defined in Title 18 United States Code, Section 1951; that is, defendants, obtained money not due to NIVAR or her office as a public official, from Person H, with consent of Person H, under color of official

right.

(In violation of Title 18, United States Code, Sections 1951(a) and 2)

COUNT THREE
**(Hobbs Act Extortion Under Color of Official Right,
Aiding and Abetting - 18 U.S.C. §§ 1951(a) and 2)**

85. Paragraphs 1 through 9 and 46 through 54 are re-alleged.

86. From May 2022 through May 2023, in the District of Columbia and elsewhere, the defendants,

RUTH NIVAR and YESSICA MOYA,

did knowingly obstruct, delay, and affect, and attempt to obstruct, delay, and affect, and aid and abet one another in obstructing, delaying, and affecting, in any way and degree, commerce and the movement of any article and commodity in commerce, by extortion, as those terms are defined in Title 18 United States Code, Section 1951; that is, defendants obtained money not due to NIVAR or her office as a public official, from Person G, with consent from Person G, under color of official right.

(In violation of Title 18, United States Code, Sections 1951(a) and 2)

COUNT FOUR
(Hobbs Act Extortion Under Color of Official Right - 18 U.S.C. § 1951(a))

87. Paragraphs 1 through 9 and 10 through 17 are re-alleged.

88. From January 2018 through September 2021, in the District of Columbia and elsewhere, the defendant,

RUTH NIVAR,

an employee of DHS, did knowingly obstruct, delay, and affect, and attempt to obstruct, delay, and affect, in any way and degree, commerce and the movement of any article and commodity in commerce, by extortion, as those terms are defined in Title 18 United States Code, Section 1951;

that is, NIVAR obtained money not due to her or her office as a public official, from Person A, with consent from Person A, under color of official right.

(In violation of Title 18, United States Code, Section 1951(a))

COUNT FIVE

(Hobbs Act Extortion Under Color of Official Right - 18 U.S.C. § 1951(a))

89. Paragraphs 1 through 9 and 18 through 26 are re-alleged.

90. From December 2019 through August 2022, in the District of Columbia and elsewhere, the defendant,

RUTH NIVAR,

an employee of DHS, did knowingly and unlawfully obstruct, delay, and affect, and attempt to obstruct, delay, and affect, in any way and degree, commerce and the movement of any article and commodity in commerce, by extortion, as those terms are defined in Title 18 United States Code, Section 1951; that is, NIVAR, obtained money not due to her or her office as a public official, from Person C, with consent from Person C, under color of official right.

(In violation of Title 18, United States Code, Section 1951(a))

COUNT SIX

(Hobbs Act Extortion Under Color of Official Right - 18 U.S.C. § 1951(a))

91. Paragraphs 1 through 9 and 27 through 33 are re-alleged.

92. In or around June 2020, in the District of Columbia and elsewhere, the defendant,

RUTH NIVAR,

an employee of DHS, did knowingly and unlawfully obstruct, delay, and affect, and attempt to obstruct, delay, and affect, in any way and degree, commerce and the movement of any article and commodity in commerce, by extortion, as those terms are defined in Title 18 United States Code,

Section 1951; that is, NIVAR, obtained money not due to her or her office as a public official, from Person D, with consent from Person D, under color of official right.

(In violation of Title 18, United States Code, Section 1951(a))

COUNT SEVEN
(Hobbs Act Extortion Under Color of Official Right - 18 U.S.C. §§ 1951(a))

93. Paragraphs 1 through 9 and 34 through 41 are re-alleged.

94. From September 2021 through September 2022, in the District of Columbia and elsewhere, the defendant,

RUTH NIVAR,

an employee of DHS, did knowingly and unlawfully obstruct, delay, and affect, and attempt to obstruct, delay, and affect, in any way and degree, commerce and the movement of any article and commodity in commerce, by extortion, as those terms are defined in Title 18 United States Code, Section 1951; that is, NIVAR, obtained money not due to her or her office as a public official, from Person E, with consent from Person E, under color of official right.

(In violation of Title 18, United States Code, Section 1951(a))

CRIMINAL FORFEITURE ALLEGATION

95. Upon conviction of any of the offenses alleged in Count One through Seven of this Indictment, the defendants,

RUTH NIVAR and
YESSICA MOYA,

shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to these offenses, pursuant to Title 18 United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c). The United States will also seek a forfeiture money judgment against the defendant equal to the value of any property, real or personal, which

constitutes or is derived from proceeds traceable to these offenses. If any of the property described above as being 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 that cannot be divided without difficulty,

the defendant shall forfeit to the United States any other property of the defendant, up to the value of the property described above, pursuant to Title 21, United States Code, Section 853(p).

(Criminal Forfeiture, pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 21, United States Code, Section 853(p))

A TRUE BILL:

FOREPERSON



MATTHEW M. GRAVES
ATTORNEY FOR THE UNITED STATES
IN AND FOR THE DISTRICT OF COLUMBIA