IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

UNITED STATES OF AMERICA v. E'MON AMBERS, (Counts 1 – 5, 8 – 12) ARMONE' AMBERS, (Counts 1, 3, 6, 9, 10) TRAQUAN BROWN, (Counts 1, 4, 7, 8) *Defendants.*	Case No. 3:26-cr-24-REP 18 U.S.C. § 1349 Conspiracy to Commit Wire Fraud and Health Care Fraud (Count 1) 18 U.S.C. §§ 1347 & 2 Health Care Fraud (Counts 2 – 4) 18 U.S.C. §§ 1028A & 2 Aggravated Identity Theft (Counts 5 – 7) 42 U.S.C. § 1320a-7b(b)(2)(B) & 18 U.S.C. § 2 Payment of Kickbacks (Counts 8 – 9) 18 U.S.C. §§ 1957 & 2 Transactional Money Laundering (Counts 10 – 12) Forfeiture Allegation

SECOND SUPERSEDING INDICTMENT

June 2026 Term—at Richmond, Virginia

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

At all times relevant to this Indictment, in the Eastern District of Virginia and elsewhere:

1. Defendant E'MON AMBERS ("E'MON") established Divine Youth Counseling LLC ("Divine Youth") in or about 2018. Divine Youth was a mental health agency based in

Henrico, Virginia and purported to provide mental health services to Medicaid recipients in the Eastern District of Virginia. E'MON was Divine Youth's Chief Executive Officer, and defendant ARMONE' AMBERS ("ARMONE'") was Divine Youth's Program Director. Defendant TRAQUAN BROWN ("BROWN") was employed by Divine Youth and purported to provide counseling services on behalf of the agency. E'MON and ARMONE' were twin sisters, and E'MON and BROWN were involved in a romantic relationship. E'MON, ARMONE', and BROWN resided together in a single-family home in Henrico, Virginia, within the Eastern District of Virginia.

2. Between January 2022 and October 2025, Divine Youth billed Medicaid more than $27,000,000. The majority of claims reflected Divine Youth's billings for two Medicaid programs, Crisis Stabilization and Mobile Crisis Response ("Mobile Crisis"), which were designed to treat individuals in acute need of mental health services.

3. E'MON, ARMONE', and BROWN, together with their co-conspirators, targeted low-income Medicaid recipients who were experiencing acute mental health crises by purporting to provide those recipients with mental health services that, in truth and fact, the recipients never received. Between in or around January 2022, through in or around October 2025, the defendants and their co-conspirators falsely claimed to provide more than $11 million of Medicaid mental health services to more than 600 recipients. The co-conspirators paid more than $470,000 in illegal kickbacks by purchasing hotel rooms for the Medicaid recipients during the times that Divine Youth purportedly provided them with mental health services. As a result of their schemes, the co-conspirators obtained millions of dollars in fraudulent proceeds from Medicaid, which they used to further their scheme and diverted for their personal benefit.

A. Virginia Medicaid Mental Health Programs

4. The Virginia Medicaid Program ("Medicaid") provided medical assistance to low-income individuals in Virginia who met certain eligibility requirements. Medicaid was a "health care benefit program" as defined by 18 U.S.C. § 24, and a "Federal health care program," as defined by 42 U.S.C. § 1320a-7b(f). The United States Department of Health and Human Services ("HHS"), through its agency, the Centers for Medicare and Medicaid Services ("CMS"), and the Commonwealth of Virginia, Department of Medical Assistance Services ("DMAS"), administered and supervised the administration of the Medicaid program in Virginia. The United States contributed more than 50% of the cost to the Medicaid program.

5. Individuals who received mental health benefits under Medicaid were commonly referred to as "recipients," "clients," or "members." When a recipient initially enrolled in Medicaid, DMAS issued the recipient a unique Medicaid identification number ("Medicaid ID").

6. Medicaid provided for the delivery of health benefits through contracted arrangements between DMAS and Managed Care Organizations ("MCOs"). An MCO was a health plan that coordinated a group of doctors and other providers working together to deliver health services. MCOs covered all Medicaid services provided to Medicaid recipients, including mental health services. In Virginia, the MCOs included Sentara/Optima Health ("Sentara"), Magellan/Molina ("Molina"), United Behavioral Health (d/b/a "Optum"), Aetna, and Virginia Premier.

7. Agencies became approved providers of Medicaid mental health services by enrolling as a provider with DMAS and obtaining licenses from the Virginia Department of Behavioral Health and Developmental Services ("DBHDS"). Once enrolled with DMAS and licensed by DBHDS, providers entered contracts with MCOs known as Provider Agreements.

Provider Agreements required agencies to (a) comply with the DMAS provider manuals setting requirements for Medicaid mental health services; (b) follow applicable laws and policies, including federal laws prohibiting health care fraud and illegal kickbacks; and (c) train employees and contractors on the applicable laws and policies, including compliance with the relevant DMAS manuals and anti-kickback laws, among other requirements.

8. Divine Youth enrolled as a Medicaid provider with DMAS in 2018, and the agency obtained a license from DBHDS to provide Crisis Stabilization and Mobile Crisis services in December 2021. Between March 2021 and April 2023, E'MON, acting on behalf of Divine Youth, entered Provider Agreements with Sentara, Molina, Optum, Aetna, and Virginia Premier.

9. Divine Youth received payments from Medicaid by filing claims with the MCOs. A Medicaid claim contained certain important information, including (a) the recipient's name and Medicaid ID; (b) the type of Medicaid mental health service that was provided to the recipient; (c) the billing codes for the service; (d) the date or date range upon which the service was provided; and (e) the length of time the service was provided to the recipient.

10. E'MON, acting on behalf of Divine Youth, submitted claim forms electronically via interstate wire. When MCOs made payments to Divine Youth, the MCOs did so using wire transfers and ACH payments, which also required the transmission of interstate wires. MCO payments to Divine Youth were deposited into a checking account held at Wells Fargo and located within the Eastern District of Virginia bearing the account number ******1293 (the "1293 Account"). Virtually all funds deposited into the 1293 account were MCO payments to Divine Youth for claimed Medicaid services.

B. Crisis Stabilization and Mobile Crisis

11. On or about December 1, 2021, DMAS launched mental health programs called Mobile Crisis Response ("Mobile Crisis") and Crisis Stabilization.

12. The purpose of Mobile Crisis was to provide rapid response and early intervention to individuals actively experiencing a behavioral health crisis. To be eligible to receive Mobile Crisis services, an individual must have been experiencing an active behavioral health crisis, need urgent intervention to stabilize the crisis, and report one of several conditions (such as suicidal, assaultive, or destructive ideas, or an acute loss of control over thoughts that could result in harm to self or others), among other criteria. Mobile Crisis allowed a provider to render up to eight hours of services within a 72-hour period to an eligible recipient.

13. Crisis Stabilization services were designed to help recipients experiencing a short-term crisis to transition from a high level of care, such as Mobile Crisis, to a relatively lower level of care. Crisis Stabilization services were available 24 hours a day, seven days a week, to individuals who recently experienced an acute or significant behavioral health crisis. Given the goal of transitioning clients to lower levels of care, Crisis Stabilization services were designed to last typically no longer than one or two weeks.

14. Providers were typically authorized to render up to 28 hours of Crisis Stabilization services during the initial seven-day period, to be followed by additional service hours if approved by an MCO.

15. Providers of Crisis Stabilization and Mobile Crisis were generally prohibited from paying for housing for the recipients of those services, including for the recipients' hotel stays. Crisis Stabilization and Mobile Crisis were mental health services and were not designed to provide temporary housing while the recipients received mental health services.

16. Providers were required to provide Crisis Stabilization and Mobile Crisis services face-to-face to a single recipient at a given time. Neither program allowed providers to treat multiple recipients simultaneously.

C. LMHPs and QMHPs

17. Crisis Stabilization and Mobile Crisis were required to be provided by mental health professionals such as a Licensed Mental Health Professional ("LMHP") or a Qualified Mental Health Professional ("QMHP").

18. The Virginia Department of Health Professions ("DHP") is responsible for issuing licenses and credentials to mental health providers who serve as LMHPs and QMHPs.

19. To qualify as an LMHP, an individual must be a physician, licensed clinical psychologist, licensed professional counselor, licensed clinical social worker, licensed substance abuse treatment practitioner, licensed marriage and family therapist, certified psychiatric clinical nurse specialist, licensed behavior analyst, or licensed psychiatric/mental health nurse practitioner.

20. To qualify as a QMHP, an individual must have met the following criteria: (i) have completed, at a minimum, a bachelor's degree; (ii) have registered with the Virginia Board of Counseling to practice; and (iii) possess a combination of work, training, or experience in providing collaborative behavioral health services for youth or adults.

21. Relative to each other, LMHPs were required to have a higher level of education, training, and experience than QMHPs.

D. Team Treatment and Reimbursement Rates

22. Crisis Stabilization services could be provided to a recipient by an LMHP, by a QMHP, or by both types of providers simultaneously.

23. The chart below reflects the service reimbursement rates that DMAS authorized for

Crisis Stabilization depending on the qualifications of the provider(s) conducting the service. As indicated below, the service rates increased on January 1, 2024.

Crisis Stabilization Service Rates			
Provider	**Billing Code Modifier**	**Rate (per 15 minutes) Dec. 1, 2021 – Dec. 31, 2023**	**Rate (per 15 minutes) Jan. 1, 2024 – June, 30 2024**
QMHP only	HN	$40.23	$44.25
LMHP **and** QMHP	HT	$85.83	$94.41

24. Providers billing for services using an "HT" billing code modifier represented to Medicaid that the services were rendered by *both* a QMHP *and* an LMHP, comprising a multi-disciplinary team, and that the services rendered therefore qualified as "Team Treatment."

25. Mobile Crisis, by contrast, must have been provided by either (a) an LMHP acting alone, or (b) a multi-disciplinary team comprised of at least two specified mental health service providers. Mobile Crisis could not be provided by a QMHP acting alone.

26. The chart below reflects the service reimbursement rates that DMAS authorized for Mobile Crisis depending on the qualifications of the provider(s) conducting the service. Again, the rates increased on January 1, 2024.

Mobile Crisis Service Rates			
Provider	**Billing Code Modifier**	**Rate (per 15 minutes) Dec. 1, 2021 – Dec. 31, 2023**	**Rate (per 15 minutes) Jan. 1, 2024 – June, 30 2024**
LMHP only	HO	$71.08	$78.19
LMHP **and** QMHP	HT	$131.93	$145.12

27. For both Crisis Stabilization and Mobile Crisis, providers were permitted to bill for "Team Treatment" only if two providers are actively engaged in delivering the services for the duration of the claimed services. DMAS generally required both providers to be physically present

with the individual recipient when rendering Team Treatment services. The only exceptions to the physical presence requirement were (a) an LMHP could conduct an assessment via telemedicine when permitted by the DMAS Manual; and (b) one of the two professionals could separate from the recipient to conduct "care coordination" for that individual recipient. Care coordination included activities such as engaging with the recipient's family members, arranging for housing or medical treatment for the recipient, and coordinating with emergency responders or law enforcement on behalf of the recipient. When a provider conducted assessments via telemedicine or separated from a client to provide care coordination, the provider was required to document in the progress note for the covered service the nature and modality (*e.g.*, via telemedicine or in person) of the services that both providers provided for the billed claims.

E. Progress Notes

28. DMAS required the providers involved in Crisis Stabilization and Mobile Crisis services to draft a progress note for each session. The progress note was required to reflect individual-specific information regarding the individual recipient's treatment and progress. DMAS required progress notes to include, among other information: (a) the name of the service rendered (e.g., Crisis Stabilization or Mobile Crisis); (b) the date and time that the service was rendered; (c) the dated signature and credentials of the qualified and/or licensed professional(s) who rendered the service; (d) the setting in which the service was rendered, (e) the amount of time spent delivering the service; and (f) an accurate description of the mental health services provided.

29. Providers were required to maintain and store progress notes associated with claims the provider submits to MCOs for payment. MCOs and DMAS could request copies of progress notes—for example, when conducting an audit of a provider—but in the normal course of business MCOs and DMAS did not regularly receive or review progress notes for claims billed by a

provider.

30. When a provider billed for Team Treatment (a service rendered by an LMHP and a QMHP simultaneously), the progress note associated with the claim was required to contain the signatures of both the LMHP and the QMHP who participated in providing the service. DMAS further required that the progress note be written, signed, and dated within one business day from the time the services were rendered.

COUNT ONE
(Conspiracy to Commit Wire Fraud and Health Care Fraud)

31. The preceding paragraphs are incorporated herein.

32. Beginning in or about March 2021 and continuing through at least in or about October 2025, in the Eastern District of Virginia and elsewhere, defendants E'MON AMBERS, ARMONE' AMBERS, and TRAQUAN BROWN, unlawfully and knowingly conspired with each other, as well as others known and unknown, to commit offenses contained within Chapter 63 of Title 18 of the United States Code, that is:

a. to knowingly devise and attempt to devise a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing the scheme, caused the transmission of signs, signals, and writings in interstate and foreign commerce, in violation of Title 18, United States Code, Section 1343, and;

b. to knowingly and willfully execute and attempt to execute a scheme and artifice to defraud a health care benefit program and to obtain, by means of false and fraudulent pretenses, representations, and promises, any of the money owned by, and under the custody and control of, a health care benefit program as defined by Title 18, United States Code, Section 24(b), 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.

Purpose of the Conspiracy

33. The purpose of the conspiracy was for E'MON, ARMONE', BROWN, and their co-conspirators to unlawfully enrich themselves by, among other actions: (a) submitting and causing the submission of false and fraudulent claims to Medicaid for services that were (i) never rendered, (ii) ineligible for reimbursement, and (iii) procured through illegal kickbacks; (b) concealing the submission of false and fraudulent claims to Medicaid; and (c) diverting the proceeds of the fraud for the personal use and benefit of E'MON, ARMONE', and BROWN, and their co-conspirators, and to further the fraud.

Ways, Manner, and Means of the Conspiracy

34. The manner and means used by E'MON, ARMONE', BROWN, and others to affect the objects of the conspiracy and scheme to defraud included the following actions.

A. Fraudulent Team Treatment

35. In or around March 2021 and in or around January 2022, E'MON certified, by entering Provider Agreements with MCOs on behalf of Divine Youth, that E'MON would comply with all Medicaid's applicable laws and policies and that she would not knowingly present or cause to be presented a false or fraudulent claim for payment to Medicaid.

36. When billing Medicaid, E'MON falsely claimed that over 95% of the Crisis Stabilization and Mobile Crisis services provided by Divine Youth from in or about January 2022 to in or about June 2024 were provided by an LMHP and a QMHP and therefore qualified as Team Treatment. In truth and in fact, no LMHP participated in such services alongside a QMHP, and the services did not qualify as Team Treatment.

37. The co-conspirators, at the direction of E'MON and ARMONE', routinely drafted

progress notes that falsely claimed an LMHP had participated in Crisis Stabilization and Mobile Crisis services, when in truth and in fact, no LMHP participated in the services.

38. In 2022, Divine Youth employed two LMHPs: E'MON and ARMONE'. Beginning in or about January 2023 and continuing through 2025, Divine Youth employed three LMHPs: E'MON, ARMONE', and T'Aisya Squire. Squire was among the defendants' coconspirators, and she served as the supervisor of Divine Youth's crisis programs.

39. E'MON, ARMONE', BROWN, Squire, and other co-conspirators knew that falsely claiming that an LMHP participated in Medicaid services was wrong and unlawful.

40. In or about January 2023, E'MON met with an auditor from the MCO Optum to discuss the results of Optum's recent audit of Divine Youth. The Optum auditor informed E'MON that Divine Youth's progress notes had failed to justify the Divine Youth's Team Treatment claims. The auditor further informed E'MON that Team Treatment is properly billed only when both an LMHP and a QMHP participate in the service and both providers' participation is documented in a progress note.

41. In response to receiving feedback from the Optum auditor, E'MON instructed Divine Youth staff to falsify information in their progress notes to reflect that an LMHP participated in the services. At E'MON's direction, Squire distributed to Divine Youth staff, including ARMONE' and BROWN, a document titled "Crisis Note Example." The document directed staff to include "QMHP, LMHP, and John Doe" in the "Participants" section of their notes. Under a heading for "Interventions Provided," the exemplary note stated:

> QMHP and LMHP greeted John. QMHP and LMHP assessed John's mood. QMHP and LMHP inquired about John's day. QMHP and LMHP asked John if he had taken his medication as prescribed. (if the client is not prescribed any medication; QMHP and LMHP educated John on the importance of taking psychotropic medication to assist with her symptoms.[)] QMHP and LMHP inquired about

> John's sleeping and eating patterns. QMHP and LMHP linked John with Home Again housing resources for housing assistance. QMHP and LMHP linked John with LMHP to conduct outpatient therapy. QMHP and LMHP reviewed the safety plan.
>
> (These 9 sentences should be a part of EVERY note. This section should include these DAILY 9 sentences and YOUR 12 sentences which is a total of 21 SENTENCES in each note. all interventions now have to include LMHP due to it being a team base program now)

42. Using this and similar templates, E'MON, ARMONE', BROWN, Squire, and other co-conspirators, together drafted and caused to be drafted thousands of progress notes that falsely claimed an LMHP provided Crisis Stabilization or Mobile Crisis services. E'MON used these false progress notes to submit fraudulent claims to Medicaid exceeding $11 million between in or about January 2022 and in or about October 2025.

43. MCOs continued to audit samples of Divine Youth's Crisis Stabilization and Mobile Crisis claims. Across four additional audits that took place between 2022 and 2024, MCOs found a 100% error rate in Divine Youth's sampled claims, amounting to over $1.8 million in overpayments to Divine Youth. For example, in or around April 2023, MCO Sentara concluded an audit of Divine Youth and demanded approximately $1.3 million in repayments for Crisis Stabilization claims. After receiving Sentara's audit letter, E'MON messaged ARMONE', "Brah i have to pay [Sentara] back over one million dollars 😩 . . . They sent a email of stuff I'll let you read it." E'MON later added, "Just have to make over a mill the next 30 days to move forward 😩."

B. Purchasing Hotels as Illegal Kickbacks

44. Also in furtherance of the scheme, E'MON, ARMONE', BROWN, and others, knowingly and willfully induced Medicaid recipients to obtain Mobile Crisis and Crisis Stabilization services from Divine Youth by purchasing hotel rooms for the recipients. In total,

the co-conspirators paid over $470,000 for hotel rooms for recipients.

45. The co-conspirators used the hotel rooms to incentivize recipients to obtain Medicaid services from Divine Youth. E'MON, ARMONE', and BROWN, and others, knew and understood that purchasing hotel rooms was an incentive for clients to obtain Medicaid services from their agency.

46. When assigning clients to a Divine Youth QMHP, Squire routinely sent emails to the assigned QMHP, E'MON, and ARMONE' that contained the client's name, date of birth, service dates, and the location of the hotel where the client was staying at Divine Youth's expense.

47. In or about February 2022, ARMONE' sought to establish a contract between Divine Youth and a hotel located in Colonial Heights, Virginia under which the hotel would agree to book a block of six or seven rooms per week for Divine Youth's Medicaid recipients.

48. One of BROWN's primary responsibilities as a staff member of Divine Youth was to place Medicaid recipients in hotels. BROWN did not provide Medicaid mental health services to recipients before he became a QMHP in or about April 2024.

49. The co-conspirators knew that purchasing hotel rooms for Medicaid recipients was wrong and unlawful. In an attempt to conceal these illegal kickbacks, E'MON, ARMONE', and Squire instructed their staff, including BROWN, to not include the words "hotel" or "motel" in their progress notes.

C. Additional Ways, Manner, and Means

50. Also in furtherance of the conspiracy and scheme, E'MON and ARMONE' falsely claimed to have provided face-to-face Medicaid mental health services, including Crisis Stabilization, while they were in fact traveling outside of the Richmond, Virginia-area. For example, E'MON was traveling in Mexico on or about May 22, 2022, the same day E'MON falsely

claimed in a progress note to have provided Crisis Stabilization to a recipient in or around Richmond, Virginia. E'MON posted on social media a photo of herself in Mexico on or about May 22, 2022, under the caption "Minimum Effort, Maximum Effect." Likewise, ARMONE' and E'MON were in Miami, Florida on or about March 5, 2022, the same day ARMONE' and E'MON claimed to have jointly provided Team Treatment Crisis Stabilization to a recipient in or around Richmond, Virginia.

51. Also in furtherance of the conspiracy and scheme, E'MON and ARMONE' directed Divine Youth staff to fabricate progress notes for services that were never provided using generative artificial intelligence platforms such as ChatGPT. For example, on or about August 29, 2024, ARMONE' shared with a QMHP a prompt to "create a clinical therapeutic BIRP progress note" using ChatGPT. ARMONE' added, "I knock out 3 weeks of notes and supervision logs in 2 hours today. I felt so good."

52. Also in furtherance of the conspiracy and scheme, the co-conspirators routinely billed Medicaid and drafted corresponding progress notes for impossible and overlapping times of purported services, falsely claiming that an individual Divine Youth provider was in two places at once. For example, on or about July 18, 2023, BROWN fraudulently claimed to have provided 40 hours of services in the same eight-hour period for five different recipients in five different locations. In truth, BROWN did not provide any Medicaid mental health services on or about July 18, 2023; and yet, E'MON billed Medicaid over $21,000 for BROWN's impossible service hours on that day.

53. Also in furtherance of the conspiracy and scheme, E'MON, ARMONE', and other co-conspirators falsely claimed to provide services, including Crisis Stabilization, to Medicaid recipients who were incarcerated. For example, E'MON falsely claimed to provide services to

C.J. on or about July 10, 2022, when in truth and in fact, C.J. was incarcerated in a regional jail. Likewise, ARMONE' falsely claimed to provide services to C.R. on or about August 23, 2022, when in truth and in fact, C.R. was incarcerated in a county jail. The co-conspirators could not and did not provide mental health services to recipients while the recipients were incarcerated.

54. Also in furtherance of the conspiracy and scheme, BROWN falsely claimed in progress notes that he was a QMHP. As BROWN and E'MON knew well, BROWN had no such credentials from DHP—he was not a QMHP or an LMHP—until in or about April 2024, after BROWN was interviewed by federal agents investigating this case.

D. Diversion of Proceeds for Personal Benefit

55. The co-conspirators obtained millions of dollars in fraudulent proceeds from Medicaid and used those proceeds for their personal benefit. E'MON was the sole signatory on Divine Youth's bank accounts, and E'MON maintained large balances on those accounts funded by Medicaid. In or about September 2024, E'MON drafted a note in her cell phone titled "3 month goal," which stated, "Business checking $1,000,000. Business saving $7,000,000. CD 2,000,000." About three months later, the referenced financial accounts had combined balances of approximately $8.7 million, virtually all of which was sourced from Medicaid payments.

56. On or about December 16, 2022, E'MON and ARMONE' purchased two matching 2021 Mercedes-Benz G-Class SUVs. E'MON and ARMONE' paid for the SUVs with a cashier's check in the amount of approximately $243,500 drawn from Divine Youth's 1293 Account at Wells Fargo. As noted, nearly all the funds deposited into the 1293 Account were Medicaid payments.

57. On or about October 18, 2023, E'MON purchased a four-bedroom single-family home located in Richmond, Texas (a suburb of Houston, Texas) by sending a wire transfer from

the 1293 Account for approximately $578,852.94 to a title company in Texas.

58. E'MON and ARMONE' used fraudulent proceeds to purchase luxury clothing. On or about March 26, 2024, E'MON purchased approximately $3,000 of items from Gucci. On or about March 5, 2022, while in or around Miami, Florida, ARMONE' purchased over $3,500 of clothing from merchants such as Louis Vuitton, Dior, Versace, and Chanel.

59. On or about November 6, 2024, BROWN purchased a 2023 Mercedes-Benz GLE Coupe for approximately $84,746.86 using fraudulently obtained proceeds.

(In violation of Title 18 U.S.C. § 1349.)

COUNTS TWO THROUGH FOUR
(Health Care Fraud)

60. The preceding paragraphs are incorporated herein.

61. From in or about March 2021, through at least in or about October 2025, in the Eastern District of Virginia, the defendants, E'MON AMBERS, ARMONE' AMBERS, and TRAQUAN BROWN, aided and abetted by each other, did knowingly and willfully execute and attempt to execute a scheme and artifice to defraud a health care benefit program and to obtain, by means of false and fraudulent pretenses, representations, and promises, any of the money owned by, and under the custody and control of, a health care benefit program as defined by Title 18, United States Code, Section 24(b), 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.

62. The purpose of the scheme is set forth in Paragraph 33 above.

63. The manner and means of the scheme are set forth in Paragraphs 34 - 59 above.

64. On or about the dates specified below, the defendants named below, aided and abetted by, and aiding and abetting, others known and unknown, submitted and caused to be submitted the following false and fraudulent claims to Medicaid for services that were not

rendered, were ineligible for reimbursement, and were procured through illegal kickbacks, in an attempt to execute, and in execution of, the scheme described in Paragraph 60, with each execution set forth below forming a separate count.

Count	Defendant(s)	Claimed Date of Service	Recipient	MCO	Approx. Amount Billed to Medicaid
2	E'MON	May 22, 2022	Q.F.	Sentara	$1,373.28
3	E'MON and ARMONE'	March 5, 2022	S.G.	Sentara	$1,373.28
4	E'MON and BROWN	July 18, 2023	D.G.	Molina	$4,221.76

(In violation of Title 18 U.S.C. §§ 1347 and 2.)

COUNTS FIVE THROUGH SEVEN
(Aggravated Identity Theft)

65. The preceding paragraphs are incorporated herein.

66. On or about the dates set forth below, in the Eastern District of Virginia and elsewhere, the defendants named below, aided, abetted, counseled, induced, and encouraged by each other, and by others known and unknown, did knowingly and unlawfully possess and use, without lawful authority, means of identification of other persons (that is, the names and Medicaid identification numbers of the recipients identified below), knowing that the means of identification belonged to another actual person, during and in relation to a felony violation contained in Chapter 63 of Title 18, United States Code (that is, Conspiracy to Commit Wire Fraud and Health Care Fraud, as charged in Count One), with each execution set forth below forming a separate count.

Count	Defendant	Claimed Date of Service	Recipient	MCO	Approx. Amount Billed to Medicaid
5	E'MON	July 10, 2022	C.J.	Sentara	$1,373.28
6	ARMONE'	August 23, 2022	C.R.	Sentara	$1,373.28
7	BROWN	July 18, 2023	D.G.	Molina	$4,221.76

(In violation of Title 18 U.S.C. §§ 1028A and 2.)

COUNTS EIGHT AND NINE
(Payment of Illegal Kickbacks)

67. The preceding paragraphs are incorporated herein.

68. On or about the dates set forth below, in the Eastern District of Virginia and elsewhere, the defendants named below, aided, abetted, counseled, induced, and encouraged by each other, and by others known and unknown, did knowingly and willfully offer to pay and pay kickbacks, directly and indirectly, in cash and in kind, to induce the purchase, lease, and order of mental health services, for which payment may be made in whole or in part under Medicaid, a Federal health care program, as set forth below:

Count	Defendant(s)	Claimed Date of Service	Recipient	Hotel	Approx. Amount Paid
8	E'MON and BROWN	August 8, 2022	W.T.	Rodeway Inn (Hopewell, VA)	$449.96
9	E'MON and ARMONE'	January 6, 2023	S.B.	Americas Best Value Inn (Richmond, VA)	$359.94

(In violation of 42 U.S.C. § 1320a-7b(b)(2)(B) and 18 U.S.C. § 2.)

COUNTS TEN THROUGH TWELVE
(Transactional Money Laundering)

69. The preceding paragraphs are incorporated herein.

70. On or about the dates set forth below, in the Eastern District of Virginia and elsewhere, the defendants named below, aided, abetted, counseled, induced, and encouraged by each other, and by others known and unknown, did knowingly engage and attempt to engage in monetary transactions (as that term is defined in Title 18, United States Code, Section 1957(f)(1)) in criminally derived property of a value greater than $10,000, such property having been derived from a specified unlawful activity (that is, Conspiracy to Commit Wire Fraud and Health Care Fraud, in violation of 18 U.S.C. § 1349, as set forth in Count One):

Count	Defendant(s)	Date	Monetary Transaction
10	E'MON and ARMONE'	December 14, 2022	Cashier's check drawn from the 1293 Account in the amount of approximately $243,500 used to purchase two 2021 Mercedes-Benz G-Class SUVs
11	E'MON	October 18, 2023	Wire transfer from the 1293 Account in the amount of approximately $578,852.94 used to purchase a four-bedroom single-family home in Richmond, Texas.
12	E'MON	April 11, 2024	Transfer from the 1293 Account to another Divine Youth account at Wells Fargo in the amount of approximately $5,000,000.

(In violation of 18 U.S.C. §§ 1957 and 2.)

FORFEITURE ALLEGATION

Pursuant to Rule 32.2(a) Fed. R. Crim. P., the defendants are hereby notified that upon the conviction of the offense listed in Count One of this Indictment, the defendants shall forfeit to the United States: (1) as to the wire fraud object of the conspiracy, any property, real or personal, which constitutes or is derived from proceeds traceable to the commission of the offense; and (2) as to the health care fraud object of the conspiracy, any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

The defendants are notified that upon the conviction of any of the offenses listed in Counts Two through Four and Eight through Nine of this Indictment, the defendants shall forfeit to the United States any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

Defendants E'MON and ARMONE' AMBERS are also notified that upon the conviction of any of the offenses listed in Counts Ten through Twelve of this Indictment, they shall forfeit to the United States any property, real or personal, involved in such offense, or any property traceable to such property.

Property subject to forfeiture includes, but is not limited to, the following, both of which were seized by agents of the Federal Bureau of Investigation on June 24, 2025, pursuant to a seizure warrant:

(1) $4,937,156.30 seized from Wells Fargo Savings Account ending in -1301 in the name of Ivine Youth Counseling, LLC; and (2) $1,000,000 seized from Wells Fargo Controlled Disbursement Account (CDA) ending in -1796 in the name of Divine Youth and E'mon Ambers.

If property subject to forfeiture cannot be located, the United States will seek an order forfeiting substitute assets.

(In accordance with Title 18, United States Code, Sections 981(a)(1)(C), 982(a)(1), 982(a)(7); Title 21, United States Code, Section 853(p); and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON

TODD W. BLANCHE
ACTING ATTORNEY GENERAL

Pursuant to the E-Government Act, the original of this page has been filed under seal in the Clerk's Office

By: _____
Robert S. Day
Janet Jin Ah Lee
Assistant United States Attorneys