UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO.: 8:26-CR-164-CEH-CPT
18 U.S.C. § 371
42 U.S.C. § 1320a-7b(b)(2)

HENRY GARCIA

INDICTMENT

The Grand Jury charges:

COUNT ONE
(Conspiracy)

At all times relevant to this Indictment:

A. The Introduction

Relevant Individuals and Entities

1. HENRY GARCIA ("GARCIA") resided in Bradenton, Florida. GARCIA owned, operated, and had a financial and controlling interest in multiple durable medical equipment ("DME") supply companies including New Level 3, LLC ("New Level 3") and On-Point Medical Alliance, L.L.C. ("On-Point"). These two companies primarily supplied DME including knee and back braces to Medicare beneficiaries.

2. GARCIA caused New Level 3 to be created in or around November 2018, as a Florida limited liability company. GARCIA was listed as New Level 3's registered agent and authorized member. New Level 3 maintained a business

checking account ending in -7831 at Financial Institution #1 ("FI-1"). GARCIA was an authorized signer on the account.

3. GARCIA also caused On-Point to be created in or around March 2019, as a Florida limited liability company. GARCIA was listed as On-Point's registered agent and authorized member. In or around September 2025, GARCIA withdrew and resigned as an authorized member and articles of dissolution were filed on behalf of On-Point. On-Point maintained a business checking account ending in -7949 at Financial Institution #2 ("FI-2"). GARCIA was an authorized signer on the account.

4. GARCIA maintained a personal checking account at FI-1 ending in -6600, as well as a personal savings account at FI-1 ending in -7135.

5. Individual 1, a coconspirator, also resided in Florida. Individual 1 owned and operated Company 1, a Florida limited liability company. Company 1 maintained a business checking account at FI-1 ending in -0275. Individual 1 was an authorized signer on the account. Individual 1 used Company 1 to provide New Level 3 and On-Point with completed doctors' orders for medically unnecessary DME (the "DME Orders").

6. Individual 2, a coconspirator, was a resident of Canada. Individual 2 owned call centers outside of the United States that targeted individuals who received benefits under Medicare for the ultimate purpose of generating DME Orders.

The Medicare Program

7. Medicare was a federally funded program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The benefits available under Medicare were governed by federal statutes and regulations. The Department of Health and Human Services ("HHS"), through its agency, the Centers for Medicare and Medicaid Services ("CMS"), oversaw and administered Medicare. Individuals who received benefits under Medicare were commonly referred to as Medicare "beneficiaries."

8. Medicare covered different types of benefits and was separated into different program "parts." Part C, also known as "Medicare Advantage," provided Medicare beneficiaries with the option to receive their Medicare benefits through a wide variety of private managed care plans, including health maintenance organizations ("HMOs"), provider sponsored organizations ("PSOs"), preferred provider organizations ("PPOs"), and private fee-for-service plans ("PFFS"). Private health insurance companies offering Part C plans were required to provide Medicare beneficiaries with the same services and supplies offered under other Medicare plans.

9. Medicare Part C covered, among other things, DME that was medically necessary and ordered by licensed medical doctors or other qualified health care providers. DME was equipment designed for repeated use and for a medical purpose and included, among other items, back braces and knee braces.

10. A number of companies, including Humana Insurance Company ("Humana"), United Health Care ("UHC"), and Centene Corporation ("Centene")

contracted with CMS to provide managed care to Medicare beneficiaries. As such, these companies were "health care benefit programs," as defined by 18 U.S.C. § 24(b).

11. These companies, through their respective Medicare Part C plans, often made payments directly to providers, rather than to the Medicare beneficiaries that received the health care benefits, items, and services. This occurred when the provider accepted assignment of the right to payment from the beneficiary.

12. To bill private managed care plans for services rendered and DME provided to a beneficiary, a provider was required to obtain a National Provider Identifier ("NPI") number through the National Plan and Provider Enumeration System ("NPPES"). Upon approval, the healthcare provider acquired a unique 10-digit NPI.

13. To obtain payment for services or treatment provided to a beneficiary enrolled in a Part C plan, a provider had to submit itemized claim forms to the beneficiary's private managed care plan. The claim forms were typically submitted electronically via interstate wire. When a provider submitted a claim form to a private managed care plan, the provider certified that the contents of the form were true, correct, complete, and that the form was prepared in compliance with the laws and regulations governing Medicare. The provider also certified that the services being billed were medically necessary and were in fact provided as billed.

Qualifying Telehealth Services for Medicare Beneficiaries

14. Telemedicine was a means of connecting patients to providers via a telecommunication technology, such as video-conferencing. Telemedicine companies hired physicians and other providers to furnish telemedicine services to individuals. Telemedicine companies typically paid "treating providers" a fee to consult with patients. In order to generate revenue, telemedicine companies typically either billed the Medicare program or other health insurance program, or offered a membership program to patients.

15. Medicare deemed telemedicine an appropriate means to provide certain health care related services ("telehealth services") to beneficiaries, including, among other services, consultations and office visits.

16. Telehealth services could be covered by and reimbursable under Medicare, but only if telemedicine was generally appropriate as outlined above, and only if the services were both ordered by a licensed provider and reasonable and medically necessary to diagnose and treat a covered illness or condition.

B. The Conspiracy

17. Beginning on an unknown date, but no later than in or around August 2020, and continuing through at least August 2021, in the Middle District of Florida and elsewhere, the defendant,

HENRY GARCIA,

did knowingly and voluntarily combine, conspire, confederate, and agree with Individual 1 and others, both known and unknown to the Grand Jury, to offer and pay remuneration (kickbacks and bribes), in violation of 42 U.S.C. § 1320a-7b(b)(2).

C. The Manner and Means

18. The manner and means by which the defendant and conspirators sought to accomplish the object of the conspiracy included, among others, the following:

a. It was a part of the conspiracy that the defendant would and did open and operate DME companies including New Level 3 and On-Point for the purpose of targeting the Medicare-aged population to generate DME Orders, including brace orders.

b. It was further part of the conspiracy that the defendant would and did open and cause to be opened multiple bank accounts at financial institutions in the names of New Level 3 and On-Point and listed himself as an authorized signer on the accounts.

c. It was further part of the conspiracy that the defendant and others would and did cause New Level 3 and On-Point to obtain NPI numbers through the NPPES.

d. It was further part of the conspiracy that Individual 1, through Company 1, would and did cause DME companies, including New Level 3 and On-Point to receive the DME Orders.

e. It was further part of the conspiracy that Individual 2 would and did cause the DME Orders to be generated by identifying qualified Medicare beneficiaries throughout the United States using marketing call centers that Individual 2 controlled.

f. It was further part of the conspiracy that once Individual 2 had identified Medicare beneficiaries, Individual 2 would and did often use telemedicine companies to secure the signed DME Orders from physicians, regardless of medical necessity.

g. It was further part of the conspiracy that when the telemedicine companies were used, the telemedicine companies often would and did call Medicare beneficiaries to inquire about, among other information, their health status.

h. It was further part of the conspiracy that after obtaining the DME Orders, Individual 2 would and did work with Individual 1 to provide the DME Orders to DME companies, including New Level 3 and On-Point.

i. It was further part of the conspiracy that after obtaining the DME Orders, the defendant would and did use On-Point to ship orthotic braces to individual Medicare beneficiaries.

j. It was further part of the conspiracy that the defendant would and did submit and cause to be submitted false and fraudulent claims to Medicare Part C plans on behalf of On-Point for DME that was not eligible for reimbursement.

k. It was further part of the conspiracy that the defendant would and did offer and pay illegal kickbacks and bribes to Individual 1 for each of the DME Orders that resulted in reimbursement from a health care benefit program.

l. It was further part of the conspiracy that the defendant and coconspirators would and did engage in multiple meetings, perform acts, and make statements to promote and achieve the object of the conspiracy and to misrepresent, hide, and conceal the conspiracy and the acts committed in furtherance thereof.

D. Overt Acts

19. In furtherance of the conspiracy, and to effect its object, the defendant and other coconspirators committed the following overt acts, among others, in the Middle District of Florida and elsewhere:

a. On or about September 7, 2020, the defendant electronically received an invite to edit an electronically shared folder titled "UHC Scripts" from Individual 1.

b. On or about September 11, 2020, the defendant caused an interstate wire transfer in the amount of $2,000.00 from New Level 3's FI-1 account ending in -7831 to Company 1 in payment for DME Orders.

c. On or about February 9, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

d. On or about February 9, 2021, the defendant caused an interstate wire transfer in the amount of $3,443.31 from New Level 3's FI-1 account ending in -7831 to Company 1 in payment for DME Orders.

e. On or about February 15, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

f. On or about February 18, 2021, the defendant caused an interstate wire transfer in the amount of $3,183.15 from New Level 3's FI-1 account ending in -7831 to Company 1 in payment for DME Orders.

g. On or about April 26, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

h. On or about April 30, 2021, the defendant caused an interstate wire transfer in the amount of $2,400.00 from New Level 3's FI-1 account ending in -7831 to Company 1 in payment for DME Orders.

i. On or about May 5, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

j. On or about May 11, 2021, the defendant caused an interstate wire transfer in the amount of $5,000.00 from the defendant's FI-1 personal checking account ending in -6600 to Company 1 in payment for DME Orders.

k. On or about May 12, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

l. On or about May 13, 2021, the defendant caused an interstate wire transfer in the amount of $5,000.00 from the defendant's FI-1 personal checking account ending in -6600 to Company 1 in payment for DME Orders.

m. On or about May 21, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

n. On or about May 21, 2021, the defendant caused an interstate wire transfer in the amount of $4,500.00 from the defendant's FI-1 personal savings account ending in -7135 to Company 1 in payment for DME Orders.

o. On or about May 31, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

p. On or about June 4, 2021, the defendant caused an interstate wire transfer in the amount of $3,000.00 from the defendant's FI-1 personal savings account ending in -7135 to Company 1 in payment for DME Orders.

q. On or about June 16, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

r. On or about June 29, 2021, the defendant caused an interstate wire transfer in the amount of $2,600.00 from the defendant's FI-1 personal checking account ending in -6600 to Company 1 in payment for DME Orders.

s. On or about July 1, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

t. On or about July 8, 2021, the defendant caused an interstate wire transfer in the amount of $4,000.00 from the defendant's FI-1 personal savings account ending in -7135 to Company 1 in payment for DME Orders.

u. On or about July 10, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

v. On or about July 19, 2021, the defendant caused an interstate wire transfer in the amount of $4,000.00 from the defendant's FI-1 personal checking account ending in -6600 to Company 1 in payment for DME Orders.

w. On or about July 20, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

x. On or about July 27, 2021, Individual 1 and Individual 2 caused the defendant to electronically receive DME Orders in the "UHC Scripts" folder.

y. On or about July 30, 2021, the defendant caused an interstate wire transfer in the amount of $3,450.00 from the defendant's FI-1 personal savings account ending in -7135 to Company 1 in payment for DME Orders.

All in violation of 18 U.S.C. § 371.

COUNT TWO
(Offering and Paying Remuneration—Kickbacks and Bribes)

1. The Grand Jury realleges and incorporates by reference the paragraphs contained in Section A of Count One of this Indictment as though fully set forth herein.

2. On or about the date set forth below in each count, in the Middle District of Florida and elsewhere, the defendant

HENRY GARCIA,

aided and abetted by others, did knowingly and willfully offer and pay remuneration (kickbacks and bribes) in the approximate amount listed below, directly and indirectly, overtly and covertly, in cash and in kind, to a person to induce such person (A) to refer an individual to a person for the furnishing and arranging for the furnishing of an item and service, and (B) to purchase, order, and arrange for, and recommend purchasing and ordering a good, service, and item for which payment may be made, in whole and in part, under a federal health care program.

COUNT	On or About Date	Source Account/ Receiving Account	Approx. Amount
TWO	April 30, 2021	New Level 3 (FI-1 –7831) Company 1 (FI-1 -0275)	$2,400.00
THREE	May 11, 2021	GARCIA (FI-1 -6600) Company 1 (FI-1 -0275)	$5,000.00
FOUR	May 13, 2021	GARCIA (FI-1 -6600) Company 1 (FI-1 -0275)	$5,000.00
FIVE	May 21, 2021	GARCIA (FI-1 -7135) Company 1 (FI-1 -0275)	$4,500.00
SIX	June 4, 2021	GARCIA (FI-1 -7135) Company 1 (FI-1 -0275)	$3,000.00
SEVEN	June 29, 2021	GARCIA (FI-1 -6600) Company 1 (FI-1 -0275)	$2,600.00
EIGHT	July 8, 2021	GARCIA (FI-1 -7135) Company 1 (FI-1 -0275)	$4,000.00

COUNT	On or About Date	Source Account/ Receiving Account	Approx. Amount
NINE	July 19, 2021	GARCIA (FI-1 -6600) Company 1 (FI-1 -0275)	$4,000.00
TEN	July 30, 2021	GARCIA (FI-1 -7135) Company 1 (FI-1 -0275)	$3,450.00

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

FORFEITURE

1. The allegations in Counts One through Ten of this Indictment are realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to the provisions of 18 U.S.C. §892(a).

2. Upon conviction of a violation of 42 U.S.C. § 1320a-7b(b), or a conspiracy to violate this provision (18 U.S.C. § 371), the defendant shall forfeit to the United States of America, pursuant to 18 U.S.C. § 982(a)(7), any and all property, real or personal, that constitutes or is derived, directly or indirectly, from the gross proceeds traceable to the commission of the offenses.

3. The property to be forfeited includes, but is not limited to, an order of forfeiture in the amount or proceeds the defendant obtained as a result of the commission of the offense.

4. If any of the property described above, 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 which cannot be divided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property under the provisions of 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1).

A TRUE BILL,

[redacted]

Foreperson

GREGOY W. KEHOE
United States Attorney

By: _____
Tiffany E. Fields
Assistant United States Attorney

By: _____
for: Kara M. Wick
Assistant United States Attorney
Chief, Health Care Fraud Section

FORM OBD-34
April 26

No.

UNITED STATES DISTRICT COURT
Middle District of Florida
Tampa Division

THE UNITED STATES OF AMERICA

vs.

HENRY GARCIA

INDICTMENT

Violations: 18 U.S.C. § 371
42 U.S.C. §1320a-7b(b)(2)

A true bill,

[redacted]

Foreperson

Filed in open court this 28th day

of April 2026.

C. Rivers

Clerk

Bail $_____

GPO 863 525