UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

LEIGH TESAR
WALTER PRESHA, JR.
KOBY EVANS

CASE NO. 8:26-cr- 216 -MSS-LSG
18 U.S.C. § 1347
(Health Care Fraud)
18 U.S.C. § 371
(Conspiracy to Defraud the United States and to Offer, Pay, Solicit, and Receive Kickbacks)
42 U.S.C. § 1320a-7b(b)(2)
(Payment of Kickbacks)
42 U.S.C. § 1320a-7b(b)(1)
(Receipt of Kickbacks)

INDICTMENT

The Grand Jury charges:

General Allegations

At all times material to this Indictment:

The Defendants, Relevant Entities, and Related Persons

1. Defendant Leigh Tesar was a resident of Sarasota County, Florida and a licensed nurse practitioner.

2. Defendant Walter Presha, Jr. was a resident of Manatee County, Florida and a licensed registered nurse.

3. Defendant Koby Evans was a resident of Hillsborough County, Florida and a licensed registered nurse.

4. "LG," "MM," "DB," "JT," and "DC" were Medicare beneficiaries who lived within the Middle District of Florida.

5. Tesar Primecare, LLC ("Primecare") was a business organized under the laws of Florida and registered with Medicare as a "Single or Multispecialty Clinic or Group Practice" in Sarasota, Florida.

6. Company-1 was a business organized under the laws of Pennsylvania that marketed and sold wound care products, including allografts, to Leigh Tesar and Primecare. Company-1 operated under a fictitious name registered in Pennsylvania, also known as a DBA. Company-1, using the fictitious name, engaged Walter Presha, Jr., Koby Evans, and others as purported sales representatives. Company-1 maintained an account at PNC bank ending x1547 ("Company-1 Account").

7. Universal Nursing and Wellness LLC was a business organized under the laws of Florida. Walter Presha, Jr. was an owner of Universal Nursing and Wellness LLC.

8. W.P. Enterprises, LLC ("W.P. Enterprises") was a fictitious name, also known as a DBA, that Walter Presha, Jr. registered in Florida. W.P. Enterprises maintained an account at Wells Fargo bank ending x3284 ("W.P. Enterprises Account").

9. Healing His Way, LLC ("Healing His Way") was a business organized under the laws of Florida. Koby Evans was an owner of Healing His Way. Healing His Way maintained an account at Bank of America ending x5989 ("Healing His Way Account").

The Medicare Program

10. The Medicare program ("Medicare") was a federal health care program providing health insurance benefits to persons who were 65 years of age or older, disabled, or diagnosed with end-stage renal disease. Medicare was administered by the Centers for Medicare and Medicaid Services ("CMS"), a federal agency under the United States Department of Health and Human Services ("HHS"). Individuals who received benefits under Medicare were referred to as Medicare "beneficiaries."

11. Medicare was a "health care benefit program," as defined by 18 U.S.C. § 24(b), and a "Federal health care program," as defined by 42 U.S.C. § 1320a-7b(f), and affected interstate commerce.

12. Medicare covered different types of benefits and was separated into different program "parts." Medicare Part B covered, among other things, medical items and services provided by physicians, nurse practitioners, group practices, and other qualified health care providers, that were medically necessary and ordered by licensed medical doctors or qualified health care providers.

13. Physicians, nurse practitioners, group practices, and other health care providers (collectively, "providers") that provided items and services to beneficiaries were able to apply for and obtain a "provider number." A provider that received a Medicare provider number was able to file claims with Medicare to obtain reimbursement for items and services provided to beneficiaries.

14. A Medicare claim was required to contain certain important information, including: (a) the beneficiary's name; (b) a description of the health care

benefit, item, or service that was provided or supplied to the beneficiary; (c) the billing codes for the benefit, item, or service; (d) the date upon which the benefit, item, or service was provided or supplied to the beneficiary; and (e) the name of the ordering, referring, or rendering physician or other health care provider. The claim form could be submitted in hard copy or electronically via interstate wire.

15. To enroll as a Medicare provider, Medicare required providers to agree to abide by Medicare laws, regulations, and program instructions. Medicare further required providers to certify that they understood that payment of a claim by Medicare was conditioned upon the claim and the underlying transaction complying with these laws, regulations, and program instructions, including the federal Anti-Kickback Statute. Medicare paid for claims only if the items and services were medically reasonable, medically necessary for the treatment or diagnosis of the patient's illness or injury, accurately documented, and provided as represented to Medicare. Medicare would not pay for items and services that were procured through illegal kickbacks.

16. Medicare covered access to certain bioengineered skin substitutes, including some amniotic membrane allografts made from human placental tissue ("allografts"). These allografts were applied over open wounds to assist with wound closure or skin growth. Medicare reimbursed providers for certain allografts furnished to Medicare beneficiaries only, among other things, if the allografts were medically reasonable, medically necessary for the treatment or diagnosis of the

beneficiary's illness or injury, accurately documented, provided as represented to Medicare, and not procured through illegal kickbacks.

17. Medicare, in receiving and adjudicating claims, acted through fiscal intermediaries called Medicare Administrative Contractors ("MACs"), which were statutory agents of CMS for Medicare Part B. The MACs were private entities that reviewed claims and made payments to providers for items and services rendered to beneficiaries. The MACs were responsible for processing Medicare claims arising within their assigned geographical era, including determining whether the claim was for a covered item or service.

18. CMS contracted with First Coast Service Options, Inc. ("First Coast") to administer Medicare Part B claim payments in Florida, which included claims for wound care products, such as allografts. As a MAC, First Coast issued Local Coverage Determinations ("LCDs") specifying whether certain items and services were considered reasonable and necessary for coverage under Medicare.

19. First Coast issued LCD L37166 regarding wound care. LCD L37166 provided, among other things, that Medicare coverage for wound care on a continuing basis for a given wound in a given patient was contingent upon evidence documented in the patient's medical record that the wound was improving in response to the wound care provided; that wound care must be performed in accordance with accepted standards for medical treatment of wounds; that evaluation and management of contributory medical conditions or other factors affecting wound healing should be documented in the medical records; and that the

extent and duration of wound care treatment must be correlated with the patient's expected restoration potential.

20. First Coast also issued LCD L36377 regarding application of skin substitute grafts for diabetic foot ulcers ("DFUs") and venous leg ulcers ("VLUs"). For DFUs and VLUs, LCD L36377 provided that Medicare would cover application of skin substitutes, including allografts, only when the ulcers failed to respond to at least four weeks of completed and documented conservative wound care treatment measures, such as debridement, pressure relief, infection control, and management of exudate, and required that the pre-service record specifically addressed why the wound failed to respond to conservative treatment and referenced the specific interventions that failed. LCD L36377 also limited a provider to one specific skin substitute product per ulcer during the course of treatment, which was defined as 12 weeks from the first skin substitute application, indicated that the switching of products during a 12-week course of treatment was not expected, and provided that repeat skin substitute applications were not considered medically reasonable and necessary when a previous application was unsuccessful. Additionally, LCD L36377 specified that skin substitutes for DFUs and VLUs were not covered for patients with inadequate control of underlying conditions or exacerbating factors, such as uncontrolled diabetes and active infections.

COUNTS ONE THROUGH FIVE
(Health Care Fraud)

21. The allegations contained in Paragraphs 1 through 20 of the Indictment are re-alleged and incorporated by reference as though fully set forth herein.

A. The Scheme to Defraud

22. Beginning in or around May 2024, and continuing through in or around November 2025, in the Middle District of Florida, and elsewhere, the defendant,

LEIGH TESAR,

aiding and abetting, and aided and abetted by, others known and unknown to the grand jury, in connection with the delivery of, and payment for, health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, a scheme and artifice to defraud a health care benefit program affecting commerce, as defined by Title 18, United States Code, Section 24(b), that is, Medicare, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, Medicare.

B. Purpose of the Scheme to Defraud

23. It was a purpose of the scheme to defraud for the defendant and her co-schemers to unlawfully enrich themselves by, among other things, (a) submitting and causing the submission of false and fraudulent claims to Medicare for items and services that were (i) medically unreasonable and unnecessary, (ii) ineligible for reimbursement, (iii) not provided as represented, (iv) not performed, and (v)

procured through illegal bribes and kickbacks; (b) concealing and causing the concealment of false and fraudulent claims to Medicare; and (c) diverting proceeds of the fraud for the personal use and benefit of the defendant and others, and to further the fraud.

C. The Scheme to Defraud

24. The scheme operated, in substance, as follows:

a. It was a part of the scheme that Leigh Tesar enrolled in Medicare as an individual practitioner and subsequently reassigned her Medicare benefits to Primecare.

b. It was further a part of the scheme that Leigh Tesar falsely certified to Medicare that she would comply with all of Medicare's laws, regulations, and program instructions, including that she would not knowingly present or cause to be presented a false and fraudulent claim for payment by Medicare and would comply with the federal Anti-Kickback Statute.

c. It was further a part of the scheme that Leigh Tesar ordered and purchased expensive allografts sold and marketed by Company-1, applied those allografts to the wounds of Medicare beneficiaries, and billed and caused to be billed those allografts to Medicare.

d. It was further a part of the scheme that Leigh Tesar recruited and worked with purported sales representatives, including Walter Presha, Jr. and Koby Evans, to identify Medicare beneficiaries with wounds so that Leigh Tesar could bill Medicare for expensive allografts.

e. It was further a part of the scheme that purported sales representatives, including Walter Presha, Jr. and Koby Evans, entered into sham agreements with Company-1 to sell and market allografts on Company-1's behalf, when in truth and in fact the sales representatives were engaged to refer Medicare beneficiaries to Leigh Tesar in exchange for illegal bribes and kickbacks.

f. It was further a part of the scheme that Leigh Tesar offered, paid, and caused to be paid illegal bribes and kickbacks, through Company-1, to purported sales representatives, including Walter Presha, Jr. and Koby Evans, to induce them to refer Medicare beneficiaries to Leigh Tesar for the application of allografts that were billed to Medicare.

g. It was further a part of the scheme that Leigh Tesar, purported sales representatives, including Walter Presha, Jr. and Koby Evans, and others, induced Medicare beneficiaries to undergo and continue expensive wound allograft treatment by, among other things, misrepresenting the cost, illegally waiving beneficiary co-payments, and providing illegal inducements to Medicare beneficiaries in the form of free medical supplies and expensive gifts, such as jewelry and a leather recliner.

h. It was further a part of the scheme that Leigh Tesar offered and provided illegal bribes and kickbacks to health care providers and others to induce them to refer Medicare beneficiaries to Leigh Tesar for the application of allografts that were billed to Medicare.

i. It was further a part of the scheme that Leigh Tesar applied allografts to Medicare beneficiaries' wounds that were medically unreasonable and unnecessary because, among other reasons, allografts were applied without attempting or confirming prior conservative treatment or determining when wounds were healing with conservative treatment; allografts were applied to infected wounds; allografts continued to be applied after it was clear that wounds were not responding to treatment; allografts were applied to wounds that would not heal because the patient was terminally ill; and the allografts applied were selected solely to maximize profit.

j. It was further a part of the scheme that Leigh Tesar and others falsified, and caused the falsification of, patient medical records to make it appear as though the application of allografts was medically reasonable and necessary and met Medicare requirements, including by falsely stating that specific treatments occurred when none were rendered, falsely stating that Leigh Tesar personally administered prior conservative treatment to wounds, falsely stating that wounds were documented by a medical provider on an earlier date, and falsely reporting patient conditions to justify application of allografts.

k. It was further a part of the scheme that Leigh Tesar and others submitted and caused the submission of claims to Medicare for purported allograft applications provided to Medicare beneficiaries that were never rendered.

l. It was further a part of the scheme that following an audit by Medicare, Leigh Tesar removed her name as the owner of Primecare with the

Florida Division of Corporations, when in truth and fact she continued to maintain ownership and managerial control of Primecare, in order to evade scrutiny by Medicare of her continued submission of false and fraudulent claims.

m. It was further a part of the scheme that Leigh Tesar and others submitted and caused the submission of over $118,000,000 in false and fraudulent claims to Medicare for wound care products and services that were medically unnecessary, not provided as represented, not performed, ineligible for reimbursement, and procured through illegal kickbacks. As a result of these false and fraudulent claims, Medicare paid Leigh Tesar and Primecare over $61,000,000.

n. It was further a part of the scheme that Leigh Tesar and others used the proceeds of the scheme to defraud to fund their lavish lifestyles, including spending over $215,000 for Tampa Bay Buccaneers tickets and a luxury box suite at Raymond James Stadium, and over $400,000 for fine art.

D. Executions of the Scheme

25. On or about the dates set forth below, in the Middle District of Florida and elsewhere, the defendant,

LEIGH TESAR,

did knowingly and willfully execute, and attempt to execute, the above-described scheme and artifice to defraud a health care benefit program, in that the defendant submitted and caused the submission of false and fraudulent claims to Medicare seeking the identified dollar amounts, falsely representing that wound care products

and services were medically necessary, eligible for reimbursement, provided as represented, and not procured through illegal kickbacks:

Count	Medicare Beneficiary	Approx. Date of Service	Approx. Date Claim Submitted	Approx. Amount Billed to Medicare	Approx. Amount Paid by Medicare
1	LG	October 3, 2024	November 25, 2024	$288,350	$199,769
2	MM	March 14, 2025	July 2, 2025	$1,110,600	$854,311
3	DB	May 31, 2025	July 2, 2025	$1,056,800	$727,168
4	JT	March 13, 2025	August 21, 2025	$871,200	$599,583
5	DC	August 19, 2025	August 21, 2025	$630,475	$443,043

Each in violation of 18 U.S.C. §§ 1347 and 2.

COUNT SIX
(Conspiracy to Defraud the United States and to Offer, Pay, Solicit, and Receive Kickbacks)

26. The allegations contained in Paragraphs 1 through 20 of the Indictment are re-alleged and incorporated by reference as if fully set forth herein.

27. From in or around May 2024, and continuing through in or around November 2025, in the Middle District of Florida, and elsewhere, the defendants,

LEIGH TESAR,
WALTER PRESHA, JR.,
and
KOBY EVANS,

did knowingly and willfully combine, conspire, confederate, and agree with each other and others known and unknown to the grand jury, to:

a. defraud the United States by cheating the United States government and any of its departments and agencies out of money and property, and by impairing, impeding, obstructing, and defeating, through deceitful and dishonest means, the lawful government functions of HHS and CMS in their administration and oversight of Medicare;

b. violate 42 U.S.C. § 1320a-7b(b)(2)(A), by knowingly and willfully offering and paying any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, to any person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part under a Federal health care program, that is, Medicare; and

c. violate 42 U.S.C. § 1320a-7b(b)(1)(A), by knowingly and willfully soliciting and receiving any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part under a Federal health care program, that is, Medicare.

A. Purpose of the Conspiracy

28. It was a purpose of the conspiracy for the defendants and others to unlawfully enrich themselves and others by, among other things, (a) offering, paying, soliciting, and receiving kickbacks and bribes for the referral of Medicare beneficiaries to Leigh Tesar for the furnishing and arranging for the furnishing of

allografts; (b) submitting and causing the submission of claims to Medicare for the furnishing of allografts to beneficiaries that were the result of the offer, payment, solicitation, and receipt of kickbacks and bribes; (c) concealing and causing the concealment of kickbacks and bribes; and (d) diverting kickback proceeds for the personal use and benefit of the defendants and others, and to further the conspiracy.

B. Manner and Means of the Conspiracy

29. The allegations contained in Paragraph 24 are re-alleged and incorporated by reference as a description of the manner and means of the conspiracy.

C. Overt Acts

30. In furtherance of the conspiracy, and to effect its objects, the defendants committed or caused to be committed various overt acts in the Middle District of Florida, and elsewhere, including but not limited to the following:

a. On or about June 5, 2024, Leigh Tesar sent text messages to Walter Presha, Jr., stating, "I can just go from room to room looking for wounds," immediately followed by, "that might be illegal, but oh well."

b. On or about September 16, 2024, Leigh Tesar sent text messages to Walter Presha, Jr., stating, "Your total invoices are 4,069,625" and "20% =," followed by a screenshot of a calculator showing "813,925."

c. On or about January 6, 2025, Leigh Tesar introduced Koby Evans to an owner of Company-1 via text message, stating that Koby Evans "has quite a few patients in mind that we can get started on asap!"

d. On or about January 27, 2025, Leigh Tesar sent text messages to Koby Evans, stating, "we got a new product that is reimbursing at 2000/sq cm," followed by, "I meant to say the cost is 2000. Not the reimbursement. So you get 2000 per square centimeter 20% of that. Instead of 20% of 1591 per sq cm."

e. On or about January 28, 2025, Leigh Tesar sent Walter Presha, Jr. a text message, stating, "Also new product cost 2000 per sq cm Instead of 1591 per sq cm! So your reimbursement is significantly higher! I'm going to try to switch everyone to that."

f. On or about April 21, 2025, after discussing the amount and timing of anticipated kickback payments with Koby Evans, Leigh Tesar sent Koby Evans a text message, stating, "Just don't say that I said anything. I'm Not supposed to discuss money with you guys AT ALL. You are not supposed to know anything from me at all!"

g. On or about July 22, 2025, Leigh Tesar sent an email to an owner of Company-1 identifying payments that Primecare made for allografts and identifying the specific allograft products, patients, and purported sales representatives, including Walter Presha, Jr. and Koby Evans, associated with those payments in order to cause Company-1 to make illegal kickback payments to Walter Presha, Jr. and Koby Evans

h. On or about August 15, 2025, Leigh Tesar caused Company-1 to pay Walter Presha, Jr. approximately $397,570, representing an illegal kickback for

the referral of Medicare beneficiaries to Leigh Tesar for the furnishing of allografts that were billed to Medicare.

i. On or about August 15, 2025, Leigh Tesar caused Company-1 to pay Koby Evans approximately $10,998, representing an illegal kickback for the referral of a Medicare beneficiary to Leigh Tesar for the furnishing of allografts that were billed to Medicare.

All in violation of 18 U.S.C. § 371.

COUNTS SEVEN AND EIGHT
(Offer and Payment of Health Care Kickbacks)

31. The allegations contained in Paragraphs 1 through 20 of the Indictment are re-alleged and incorporated by reference as if fully set forth herein.

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

LEIGH TESAR,

did knowingly and willfully offer and pay remuneration, that is, kickbacks, bribes, and rebates, directly and indirectly, overtly and covertly, in cash and in kind, in the approximate amounts listed below, to any person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of wound care products and services that were payable under a federal health care program, namely Medicare:

Count	Approximate Date of Payment	Approximate Amount	Description
7	August 15, 2025	$397,570	Deposit from the Company-1 Account to the W.P. Enterprises Account
8	August 15, 2025	$10,998	Deposit from the Company-1 Account to the Healing His Way Account

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

COUNTS NINE AND TEN
(Receipt of Health Care Kickbacks)

33. The allegations contained in Paragraphs 1 through 20 of the Indictment are re-alleged and incorporated by reference as if fully set forth herein.

34. On or about the date set forth below in each count, in the Middle District of Florida, and elsewhere, the defendants set forth below did knowingly and willfully solicit and receive remuneration, that is, kickbacks, bribes, and rebates, directly and indirectly, overtly and covertly, in cash and in kind, in return for referring a Medicare beneficiary to a person for the furnishing and arranging for the furnishing for wound care products and services that were payable under a federal health care program, namely, Medicare:

Count	Defendant	Approximate Date of Payment	Approximate Amount	Description
9	WALTER PRESHA, JR.	August 15, 2025	$397,570	Deposit from the Company-1 Account to the W.P. Enterprises Account

10	KOBY EVANS	August 15, 2025	$10,998	Deposit from the Company-1 Account to the Healing His Way Account

Each in violation of 42 U.S.C. § 1320a-7b(b)(1)(A) and 18 U.S.C. § 2.

FORFEITURE ALLEGATIONS

1. The allegations contained in Counts One through Ten are re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to 18 U.S.C. § 982(a)(7).

2. Upon conviction of a violation of 18 U.S.C. § 1347, 18 U.S.C. § 371, 42 U.S.C. § 1320a-7b(b)(2)(A), and 42 U.S.C. § 1320a-7b(b)(1)(A), the defendants shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

3. The property to be forfeited as to defendant Leigh Tesar includes, but is not limited to, the $61,634,756 in proceeds she obtained as a result of the commission of the offenses, including the following assets which constitute or were derived from proceeds of the offenses:

a. $1,005,152.09 seized from a Bank of America account ending in x7645 on or around July 29, 2025;

b. $8,000,000.00 seized from a Fidelity Investments account ending in x8845 on or around September 19, 2025;

c. $867,861.50 seized from a Cogent Bank account ending in x1015 on or around September 29, 2025; and

d. $1,908,090.63 seized from a Fidelity Investments account ending in x8845 on or around October 20, 2025.

4. The property to be forfeited as to defendant Walter Presha, Jr. includes, but is not limited to, the $3,193,172 in proceeds he obtained as a result of the commission of the offenses.

5. The property to be forfeited as to defendant Koby Evans includes, but is not limited to, the $263,223 in proceeds he obtained as a result of the commission of the offenses.

6. If any of the property subject to forfeiture, 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 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]

GREGORY W. KEHOE
United States Attorney

By: _____
for Kara M. Wick
Chief, Health Care Fraud

LORINDA LARYEA
Chief
Criminal Division, Fraud Section
U.S. Department of Justice

By: _____
Christopher Wenger
Owen Dunn
Trial Attorneys
Criminal Division, Fraud Section
U.S. Department of Justice

FORM OBD-34
June 26

No.

UNITED STATES DISTRICT COURT
Middle District of Florida
Tampa Division

THE UNITED STATES OF AMERICA

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WALTER PRESHA, JR.
KOBY EVANS

INDICTMENT

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18 U.S.C. § 371
42 U.S.C. § 1320a-7b(b)(2)
42 U.S.C. § 1320a-7b(b)(1)

[redacted]

Filed in open court this 17th day of June 2026.

Clerk

Bail $_____

GPO 863 525