

AF Approval



Chief Approval



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 5:19-cr-73-Oc-27PRL

MILLER WILSON, JR.

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Maria Chapa Lopez, United States Attorney for the Middle District of Florida, and the defendant, Miller Wilson, Jr., and the attorney for the defendant, Mark O'Brien, Esquire, mutually agree as follows:

**A. Particularized Terms**

**1. Count Pleading To**

The defendant shall enter a plea of guilty to Counts One and Two of the Indictment. Count One charges the defendant with conspiracy to defraud the United States and to commit healthcare fraud and wire fraud, in violation of 18 U.S.C. § 371. Count Two charges the defendant with solicitation or receipt of a health care kickback, in violation of 42 U.S.C. § 1320a-7b(b)(1)(B) and § 2.

Defendant's Initials



2. Maximum Penalties

Count One carries a maximum sentence of 5 years imprisonment; a fine of \$250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater; a term of supervised release of not more than 3 years; and a special assessment of \$100. Count Two carries a maximum sentence of 10 years imprisonment; a fine of \$100,000; a term of supervised release of not more than 3 years; and a special assessment of \$100. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: Two or more people in some way agreed to try and accomplish a shared and unlawful plan to defraud the United States and commit health care fraud and wire fraud;
- Second: The defendant knew of the unlawful purpose of the plan and willfully joined it;
- Third: During the conspiracy, one of the conspirators knowingly engaged in at least one overt act described in the indictment; and

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Fourth: The overt act was knowingly committed at or about the time alleged and with the purpose of carrying out or accomplishing some object of the conspiracy.

The elements of Count Two are:

First: The defendant asked for or received any remuneration (including kickback, bribe, or rebate) directly or indirectly, openly or secretly, in cash or in kind;

Second: The payment asked for or received was in return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a federal health care program;

Third: The program was a federal health care program; and

Fourth: the defendant did so knowingly and willfully.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts Three through Nine, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

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6. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

7. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant

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complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

8. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to Title 18, United States Code, Section 982(a)(7), whether in the possession or control of the United States, the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following: a money judgment of \$382,462, representing the amount of proceeds obtained as a result of the conspiracy charged in Count One of the Indictment and the kickback payments scheme charged in Counts Two through Nine of the Indictment.

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The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees that the United States shall, at its option, be entitled to the forfeiture of any property (substitute assets) of the defendant up to the value of the money judgment. The defendant further agrees that the

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United States is seeking a money judgment because, as a result of the defendant's actions, the criminal proceeds cannot be located despite the exercise of due diligence. In addition, the defendant agrees that the United States is not limited to forfeiture of the property specifically identified for forfeiture in this Plea Agreement. If the United States determines that the specific property identified for forfeiture in this Plea Agreement cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. The Defendant expressly consents to the forfeiture of any substitute asset sought by the Government. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture (including substitute assets) and to transfer custody of such property to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete

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disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant

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may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture. The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

**B. Standard Terms and Conditions**

**1. Restitution, Special Assessment and Fine**

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663,

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including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

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3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

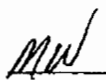
4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant

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promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement,

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or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground

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that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

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10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant

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pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

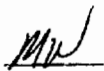
11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

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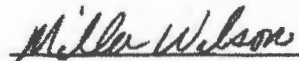





13. Certification

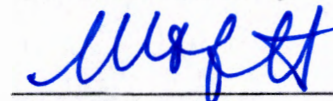
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

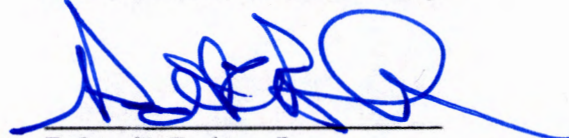
DATED this 16<sup>th</sup> <sup>August</sup> ~~day of March~~, 2020.

  
\_\_\_\_\_  
Miller Wilson, Jr.  
Defendant

  
\_\_\_\_\_  
Mark O'Brien, Esquire  
Attorney for Defendant

MARIA CHAPA LOPEZ  
United States Attorney

  
\_\_\_\_\_  
Michael P. Felicetta  
Assistant United States Attorney

  
\_\_\_\_\_  
Robert E. Bodnar, Jr.  
Assistant United States Attorney  
Chief, Ocala Division

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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 5:19-cr-73-Oc-27PRL

MILLER WILSON, JR.

PERSONALIZATION OF ELEMENTS

Count One:

1. Do you admit that between at least March 23, 2016, and continuing through and including on or about August 10, 2017, in the Middle District of Florida, you and one or more persons agreed to try and accomplish a shared and unlawful plan to defraud the United States and commit health care fraud and wire fraud?
2. Do you admit that you knew of the unlawful purpose of the plan and willfully joined it?
3. Do you admit that during the course of the conspiracy, you or another coconspirator knowingly engaged in at least one of the overt acts described in the indictment?
4. Do you admit that the overt act was knowingly committed at or about the time alleged and with the purpose of carrying out or accomplishing some object of the conspiracy?

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**Count Two:**

1. Do you admit that on or about February 1, 2014, in the Middle District of Florida, you asked for or received a remuneration (including kickback, bribe, or rebate) directly or indirectly, openly or secretly, in cash or in kind?
2. Do you admit that the payment asked for or received was in return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering a service for which payment may be made in whole or in part under a federal health care program?
3. Do you admit that the program involved in this crime, the Department of Veterans Affairs, Veterans Health Administration, was a federal health care program?
4. Do you admit that you committed these acts knowingly and willfully?

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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

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v.

CASE NO. 5:19-cr-73-Oc-27PRL

MILLER WILSON, JR.

FACTUAL BASIS

The Villages Outpatient Clinic ("VA Clinic"), located in Marion County, Florida, is operated by the Department of Veterans Affairs, an agency of the United States Government. Among the services provided by the VA Clinic to its eligible members are transportation accommodations for purposes of covered medical services. The transportation arrangements are administered by the VA Clinic on behalf of the Veterans Health Administration, a federal health care benefit program affecting commerce, as defined in 18 U.S.C. § 24(b).

Beginning in 2010, Miller Wilson, Jr. ("Miller"), began employment at the VA Clinic and assumed the role of Transportation Assistant. As part of his duties, Miller would coordinate with transportation vendors who offered medical transports for eligible members of the VA Clinic. When an eligible member requested medical transportation, Miller would select the transportation vendor who would be awarded the transportation

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assignment. After the transportation vendor submitted an invoice for the medical transport, the Veterans Health Administration would provide payment to the vendor.

Between at least February 1, 2014, and continuing until at least March 30, 2016, Miller solicited and received cash kickback from two vendors (Transportation Vender One and Two, as listed in the indictment) in return for arranging for transportation assignments from the VA Clinic. On February 1, 2014, Miller received a cash kickback of \$2,900 from Transportation Vender One. Miller received cash kickbacks of approximately 10% of the value of all transportation assignments awarded to the two vendors. Therefore, Miller received at least \$40,929 from Transportation Vendor One and at least \$35,860 from Transportation Vendor Two during the kickback scheme.

Beginning in March 2016, Miller facilitated the creation of a new company, Lou's Transport, LLC, by soliciting his aunt to open the business in her name. Miller arranged for the Articles of Incorporation to be filed with the State of Florida on March 23, 2016. Miller also hired the drivers for the business and secured two transportation vans to be used for the business. Miller also submitted documentation to the VA Clinic on behalf of the business in order to obtain transportation assignments from the VA Clinic. Using his official position at the VA Clinic, Miller then awarded numerous

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transportation assignments to Lou's Transport, LLC, to enrich himself. Miller caused invoices to be electronically submitted to the Veterans Health Administration in order to receive bank deposits for these transportation assignments. The payments were then made from the United States Treasury to a bank account for Lou's Transport, LLC, at Bank of America that Miller used to maintain the business and enrich himself. In approximately five months, Miller caused Lou's Transport, LLC, to be paid \$97,664 from the Veterans Health Administration.

In October 2016, Miller solicited his codefendants, Myoshi Wilson and Erica Wilson, to form a new business named Lou's Transit, LLC, and to take over business operations of Lou's Transport, LLC. All three of them agreed with Miller's proposal to open the business in Myoshi Wilson's name to conceal Miller's involvement and so Miller could defraud the VA Clinic and cause the lucrative transportation assignments to be awarded to their new business.

Miller arranged for the Articles of Incorporation to be filed with the State of Florida on October 21, 2016. Miller also arranged for a number of bank accounts to be opened at BB&T for the business by driving his codefendants to several banks and ultimately selecting BB&T. Miller instructed Myoshi Wilson to open the accounts in her name for the benefit of

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the business. Thereafter, Miller kept all of the debit cards associated with the accounts and also managed the money in those accounts. He used the accounts to run Lou's Transit, LLC, and also to enrich himself and his codefendants.

Miller ran Lou's Transit, LLC, by hiring the drivers, handling the maintenance of the vehicles used for medical transports, and administering payroll for the employees. Miller also caused documentation to be submitted to the VA Clinic on behalf of the business in order to obtain transportation assignments from the VA Clinic. Using his official position at the VA Clinic, Miller then awarded numerous transportation assignments to Lou's Transit, LLC, to enrich himself and his codefendants. Miller caused invoices to be electronically submitted to the Veterans Health Administration in order to receive bank deposits for these transportation assignments. The payments were then made from the United States Treasury to the bank accounts for Lou's Transit, LLC, at BB&T that Miller maintained. Between October 2016 and July 2017, Miller caused Lou's Transit, LLC, to be paid \$207,801 from the Veterans Health Administration.

On July 31, 2017, Miller submitted a letter to the VA Clinic falsely claiming that his codefendants took control of Lou's Transit, LLC, in October 2016 without his knowledge. In the letter, Miller falsely claimed that

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his codefendants were blackmailing him and forcing him to give transportation assignments to Lou's Transit, LLC. Miller submitted this false letter to further conceal his involvement in the business and to shield himself from being discovered by law enforcement as a member of the conspiracy. Miller reiterated these false statements in an interview with federal agents on August 2, 2017, in order to further conceal his involvement in this scheme.

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