

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:20-cr-58-T-VMC-JSS

18 U.S.C. § 371

PATSY TRUGLIA

18 U.S.C. § 1035

SECOND SUPERSEDING INFORMATION

The Acting United States Attorney charges:

COUNT ONE
(Conspiracy)

A. Introduction

At times material to this Second Superseding Information:

The Conspirators and Their Enterprises

The Truglia Faction

1. The Truglia Faction, comprised of the defendants and others, owned, controlled, and managed a telemarketing operation in Florida. The Truglia Faction utilized Med-Connect USA LLC (“Med-Connect”) and Global One Medical Solutions LLC (“Global One”) to run its telemarketing operation.

2. Med-Connect, principally located in Broward County, Florida, was a call-center operation that targeted the Medicare-aged population. During calls, representatives inquired about, among other information, consumers’ Medicare eligibility and gauged their interest in receiving a brace or braces. Representatives harvested this information along with beneficiaries’ personally identifying

information (“PII”) to begin forming orders for certain orthotic devices—including knee braces, back braces, shoulder braces, wrist braces, and other braces—referred to as “durable medical equipment” or “DME.”

3. While Med-Connect mainly contacted consumers through its call-center operation, Global One, located in Palm Beach County, Florida, was the corporate entity dealing with organizational clients. Global One typically sold the brace orders to organizational clients or transferred the orders to one of the Truglia Faction’s own Medicare-enrolled DME supply companies (the “DME Fronts”), identified below in paragraph 5.

4. The Truglia Faction also created, owned, controlled, and/or managed, in whole or in part, related companies ASP Marketing Group LLC (“ASP Marketing”) and Global American Solutions – USA, LLC (“Global American”). ASP Marketing and Global American maintained bank accounts that were used to advance the conspiracy and/or to receive fraud proceeds.

5. The Truglia Faction also controlled, owned, held financial interests in, and/or managed multiple Medicare-enrolled DME Fronts: (i) Indian Shores Bracing, Inc. (“Indian Shores Bracing”); (ii) Village Medical Supply Inc. (“Village Medical”); (iii) Cordial Medical Supply Inc. (“Cordial Medical”); (iv) Self-Care Bracing, Inc. (“Self-Care Bracing”); and (v) Tiger Medical Inc. (“Tiger Medical”).

6. PATSY (PAT) TRUGLIA (“TRUGLIA”) resided in Broward County, Florida. TRUGLIA, in whole or in part, controlled, owned, held financial interests in, and/or managed the Truglia Faction’s telemarketing operation and DME Fronts.

He was a decision-maker for all of these businesses. In or about 2014, TRUGLIA was convicted of a federal felony crime, to wit, money laundering in violation of 18 U.S.C. § 1956(a) in the United States District Court for the Eastern District of New York. This felony conviction was within 10 years of the Truglia Faction's acquisition of its Medicare-enrolled DME Fronts, which were placed in his wife's name, C.T.

7. RUTH BIANCA FERNANDEZ ("FERNANDEZ") resided in Broward County, Florida. FERNANDEZ managed aspects of the Truglia Faction's telemarketing operation and DME Fronts, including by exercising operational or managerial control over, and conducting the day-to-day operations of, these businesses.

The Regency Faction

8. Regency, Inc. ("Regency") was a DME billing and consulting company in Largo, Florida. Regency was owned and operated by Kelly Wolfe ("Wolfe"), who resided in Pinellas County, Florida. Wolfe and others at Regency are collectively referred to as the Regency Faction.

9. Regency's consulting services included, among other services, the creation and sale of "turn-key" Medicare-enrolled DME supply companies to clients. As part of this service, Regency generally assisted clients with the accreditation and Medicare-enrollment processes. The Truglia Faction used these services to establish its DME Fronts.

10. Other members of the Regency Faction included M.K. and S.P., who helped Wolfe operate Regency. In or about March 2018, the Regency Faction

incorporated Magic Medical Inc. (“Magic Medical”) as a purported DME drop-shipping company in Largo, Florida. Magic Medical was non-operational.

The REMN Faction

11. In or about May 2018, conspirators Richard Epstein and Michael Nolan formed a purported “telemedicine” company called Comprehensive Telcare, LLC (“CompTel”) in the Middle District of Florida that coordinated a network of affiliated medical practitioners in multiple states. Epstein and Nolan integrated CompTel’s “telemedicine” services into their existing “marketing” platform at their other business, REMN Management LLC (“REMN”). Epstein and Nolan and their business entities, REMN and CompTel, are collectively referred to as the REMN Faction.

12. The REMN Faction offered CompTel’s “telemedicine” services as a standalone offering, for a fee, to third-parties, including client-conspirators TRUGLIA and FERNANDEZ with the Truglia Faction. The Truglia Faction paid illegal remuneration in the form of kickbacks and bribes to CompTel to secure signed DME brace orders from CompTel’s affiliated medical practitioners.

13. Paul Savastano was a close associate and partner with the REMN Faction conspirators. Savastano utilized Blue Horn Enterprises Inc. (“Blue Horn”), a Florida entity created by Savastano, as a pass-through entity to broker the illegal kickbacks and bribes paid by the Truglia Faction to CompTel to secure the signed DME brace orders.

The Federal Health Care Benefit Programs

The Medicare Program

14. The Medicare Program (“Medicare”) was a federal health care benefit program that provided items and services to individuals who were (a) age 65 or older, (b) had certain disabilities, or (c) had end-stage renal disease. Individuals who received Medicare benefits were called “beneficiaries.”

15. Medicare was administered by the Centers for Medicare and Medicaid Services (“CMS”), which was an agency of the United States Department of Health and Human Services (“HHS”).

16. To help administer Medicare, CMS contracted with private insurance companies called “Medicare Administrative Contractors” or “MACs.” MACs performed many functions, such as enrolling DME suppliers into the Medicare program and processing Medicare claims. In performing such functions, MACs were assigned to particular geographical “jurisdictions.” For DME claims, they were called Jurisdictions A, B, C, and D.

17. Medicare was made up of several component “parts” that covered different items and services. Medicare Part A, for example, covered inpatient hospital stays. Medicare Part B covered, among other items and services, outpatient care and supplies, including orthotic devices, referred to as DME (such as the braces referred to above in paragraph 2).

18. Under Medicare Part B, beneficiaries could only receive Medicare-covered DME from “suppliers” that were enrolled in Medicare.

19. Medicare claims for DME were processed by two MACs: (i) CGS Administrators, LLC (“CGS”), and (ii) Noridian Healthcare Solutions (“Noridian”). Together, CGS and Noridian are referred to herein as the “DME MACs.”

Medicare Part B Enrollment: The Form CMS-855S

20. A different MAC, Palmetto GBA, LLC (“Palmetto”), handled the enrollment of DME suppliers into Medicare. Palmetto was the single entity responsible for, among other duties, issuing or revoking Medicare supplier billing privileges for DME suppliers. Palmetto was also referred to as the National Supplier Clearinghouse (“NSC”) MAC for DME suppliers.

21. To enroll in Medicare Part B, a DME supplier was required to submit a completed enrollment application—meaning the “Form CMS-855S”—to Medicare. The Form CMS-855S listed many standards necessary to obtain and to retain Medicare billing privileges as a DME supplier.

22. Pursuant to those standards, a DME supplier was required to provide complete and accurate information on the Form CMS-855S and, further, report any changes to such information to the NSC MAC within 30 days. The standards also included the following requirements:

- a. an authorized individual (one whose signature was binding) had to sign the application for billing privileges;
- b. a DME supplier was prohibited from direct solicitation to Medicare beneficiaries;
- c. a DME supplier had to fill orders from its own inventory or, otherwise, was to contract with another company for the purchase of items to fill orders;

- d. a DME supplier had to maintain a staffed physical facility accessible to the public at least thirty hours per week, with visibly posted hours of operation;
- e. a DME supplier had to disclose any person having ownership, financial or control interest in the supplier DME; and
- f. a DME supplier had to be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier billing number.

23. The Form CMS-855S required applicants to disclose to Medicare any individual or organization with an ownership interest, a partnership interest, or managing control of a DME supplier. This included (i) anyone or any organization with 5% or more of an ownership stake, either direct or indirect, in the DME supplier; (ii) anyone or any organization with a partnership interest in the DME supplier, regardless of the percentage of ownership, (iii) any organizations with “managing control” over the DME supplier, as well as (iv) any and all “managing employees.”

24. “Managing control” was defined on the Form CMS-855S as any organization that exercised operational or managerial control over the DME supplier, or that conducted day-to-day operations of the DME supplier. An organization did not need to have an ownership interest in the DME supplier in order to qualify as a managing organization.

25. “Managing employee” was defined on the Form CMS-855S (and elsewhere) as any general manager, business manager, administrator, director, or other individual who exercised operational or managerial control over, or who,

directly or indirectly, conducted the day-to-day operations of the DME supplier. This included anyone under contract or through some other arrangement, whether or not the individual was a W-2 employee.

26. The Form CMS-855S also called for extensive information regarding those who owned, managed, and/or controlled (financially or otherwise) the DME supplier. This information included the mandatory disclosure of “Adverse Legal Actions,” which was defined to include, among other things, any federal or state felony conviction within 10 years.

27. Finally, the Form CMS-855S required the signature of an “authorized official.” The act of signing, or authorizing such signing, bound the DME supplier and official(s) to abide by all “laws, regulations, and program instructions” for Medicare. It also bound and certified the DME supplier and official(s) to the following terms, among others:

I agree to abide by the Medicare laws, regulations and program instructions that apply to me or to the organization listed in Section 1B of this application. The Medicare laws, regulations, and program instructions are available through the fee-for-service contractor. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations and program instructions[,] including, but not limited to, the Federal Anti-Kickback Statute, 42 U.S.C. section 1320a-7b(b)[.]

I will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare, and will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.

On-Site "BOC" and Medicare Inspections

28. To enroll in Medicare, a DME supplier was required to complete an accreditation process by an organization approved by CMS. One CMS-approved organization that could perform such accreditation was known as the Board of Certification/Accreditation or the "BOC." The BOC had a set of standards that a DME supplier had to meet for accreditation during on-site inspections and re-inspections.

29. The NSC MAC also conducted surprise on-site inspections for Medicare enrollment, which helped verify information disclosed in the Form CMS-855S and supporting documents. A DME supplier's responses to the NSC MAC's on-site inspections were recorded, in part, on a Site Investigation for Suppliers of Durable Medical Equipment, Prosthetics, Orthotics and Supplies, Form CMS-R-263. An authorized site inspector would interview staff seeking, among other information, a complete list of all owners and managers and, further, whether they or any of their relatives owned other medical entities.

30. The NSC MAC inspection also involved a review of any on-site DME inventory. A DME supplier that did not maintain its own inventory could be asked to produce a contract with a third-party vendor, such as a DME "drop-shipping" company.

31. Further, the NSC MAC inspection inquired about marketing efforts including, pertinently, direct solicitation or the utilization of any third-party to solicit beneficiaries' referrals via telephone.

32. Finally, all Medicare-enrolled DME suppliers were subject to random re-inspections. During a re-inspection, an inspector could make the same inquiries noted above, request supporting documentation, and seek follow up information from the DME supplier. Failure to comply could result in the suspension or revocation of Medicare billing privileges.

DME Suppliers' Unique Identification Numbers: NPIs and PTANs

33. To bill Medicare, the DME supplier required two unique identification numbers: (i) a "National Provider Identifier" or "NPI," and (ii) a "Provider Transaction Access Number" or "PTAN." To issue NPIs, CMS developed the National Plan and Provider Enumeration System, which assigned NPIs to providers, including DME suppliers.

34. For PTANs, the NSC MAC was the entity responsible for issuing such identifiers to DME suppliers, but only after approving their Forms CMS-855S. With both the PTAN and the NPI, DME suppliers could submit claims and receive payments from Medicare for braces and other equipment.

DME Claims Submission under Medicare Part B

35. Claims for DME supplies could be submitted for payment to the MAC through an "Electronic Data Interchange ("EDI") system. EDI was a computer-to-computer electronic exchange of business documents using a standard format. An EDI allowed a DME supplier the ability to electronically transmit claims to Medicare in a compliant format. Medicare, in turn, required that a DME supplier complete a Common Electronic Data Interchange ("CEDI") agreement for EDI

services with a DME MAC. The CEDI agreement required the DME supplier to agree to several terms and conditions, including:

- a. that it would be responsible for all Medicare claims submitted to CMS or a designated CMS contractor by itself, its employees, or its agents;
- b. that it would submit claims only on behalf of those Medicare beneficiaries who had given their written authorization to do so, and certify that required beneficiary signatures, or legally authorized signatures on behalf of beneficiaries, were on file;
- c. that it would submit claims that are accurate, complete, and truthful;
- d. that it would affix the CMS-assigned unique identifier number (submitter ID) of the provider on each claim electronically transmitted to the A/B MAC, CEDI, or other contractor if designated by CMS;
- e. that the CMS-assigned unique identifier number (submitter identifier) or NPI constituted the provider's (or the DME supplier's) legal electronic signature and its assurance that services were performed as billed; and
- f. that it would acknowledge that all claims would be paid from Federal funds, that the submission of such claims was a claim for payment under the Medicare program, and that anyone who misrepresented or falsified or caused to be misrepresented or falsified any record or other information relating to that claim that is required pursuant to this agreement was, upon conviction, subject to a fine and/or imprisonment under applicable Federal law.

36. DME claims submitted electronically were required to include certain information relating to a specific patient or beneficiary. The information necessary for a DME claim included:

- a. the type of service provided, identified by an "HCPCS" code (meaning "Healthcare Common Procedure Coding System");

- b. the date of service or supply;
- c. the referring physician (or other medical practitioner's) NPI;
- d. the charge for such services;
- e. patient's diagnosis;
- f. the NPI for the DME entity seeking reimbursement; and
- g. certification by the DME provider that the supplies are medically necessary.

37. Further, before submitting a claim for an orthotic brace to the DME

MAC, a supplier was required to have on file the following:

- a. written documentation of a verbal order or a preliminary written order from a treating physician;
- b. a detailed written order from the treating physician;
- c. information from the treating physician concerning the beneficiary's diagnosis;
- d. any information required for the use of specific modifiers;
- e. a beneficiary's written assignment of benefits; and
- f. proof of delivery of the orthotic brace to the beneficiary.

38. Finally, under Medicare Part B, providers were not permitted to routinely waive copayments, which were the portion of the cost of an item paid by a beneficiary.

Qualifying Telehealth Services for Medicare Beneficiaries

39. 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.

40. Some telemedicine companies offered membership programs to patients who signed a contract for telemedicine services, paid a set dollar amount per month, and paid a fee each time the patient had a telemedicine encounter with one of its providers.

41. Medicare Part B covered expenses for specified telehealth services if certain requirements were met. These requirements included, among others: (a) that the beneficiary was typically located in a rural area (meaning, outside a “Metropolitan Statistical Area” or in a rural health professional shortage area); (b) that the services were delivered via an interactive audio- and video-telecommunications system; and (c) that the beneficiary was at a practitioner’s office or a specified medical facility—not at home—during the telehealth service furnished by a remote practitioner.

CHAMPVA

42. The Civilian Health and Medical Program of the Department of Veterans Affairs (“CHAMPVA”) was also a federal health benefit program. CHAMPVA was a comprehensive health care program in which the VA shared the cost of covered health care services and supplies with eligible beneficiaries.

CHAMPVA beneficiaries included the spouses or children of veterans who had been rated permanently and totally disabled for a service-connected disability and the surviving spouses or children of veterans who had died from VA-rated service-connected disabilities. In general, the CHAMPVA program covered most health care services and supplies that were medically necessary. CHAMPVA was always the secondary payer to Medicare and reimbursed beneficiaries for costs that Medicare did not cover. Health care claims must have first been sent to Medicare for processing. Medicare electronically forwarded claims to CHAMPVA after Medicare had processed them. For Medicare supplemental plans, CHAMPVA processed the remaining portion of the claim after receiving Medicare's explanation of benefits.

B. The Conspiracy

43. Beginning in or about January 2018, and continuing through in or about April 2019, in the Middle District of Florida and elsewhere, the defendants,

PATSY TRUGLIA and
RUTH BIANCA FERNANDEZ,

did knowingly and voluntarily combine, conspire, confederate, and agree with each other and with persons working with the Truglia, Regency, and REMN Factions, and others to:

a. defraud the United States by impeding, impairing, obstructing, and defeating the lawful functions of HHS, through its agency CMS, in the administration of Medicare, by deceit, craft, and trickery; and

- b. commit the following offenses against the United States:
 - i. making false statements relating to health care matters, in violation of 18 U.S.C. § 1035;
 - ii. health care fraud, in violation of 18 U.S.C. § 1347;
 - iii. soliciting and receiving remuneration (kickbacks and bribes), in violation of 42 U.S.C. § 1320a-7b(b)(1);
 - iv. offering and paying remuneration (kickbacks and bribes), in violation of 42 U.S.C. § 1320a-7b(b)(2); and
 - v. monetary transaction in criminally derived property, in violation of 18 U.S.C. § 1957.

C. Manner and Means of the Conspiracy

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

a. It was part of the conspiracy that the Truglia Faction conspirators would and did run a telemarketing operation using Global One and Med-Connect that targeted the Medicare-aged population to generate DME brace orders.

b. It was further a part of the conspiracy that the Truglia Faction conspirators would and did conceal, and caused to be concealed, that conspirator TRUGLIA operated, directly and through others, the telemarketing operation. The concealment included:

- i. using “straw owners,” including one or more members of TRUGLIA’s family, as the owners of record for the corporate entities that the Truglia Faction used to run the telemarketing operation; and

ii. directing “straw owners” and others to obtain in their names and maintain licenses—such as a Florida Commercial Telephone Seller Business License—and other required business documents to keep the telemarketing operation running.

c. It was further a part of the conspiracy that, to target Medicare beneficiaries, the Truglia Faction would and did obtain PII—such as names, dates of birth, and/or Medicare ID numbers—for the Medicare-aged population, including by purchasing PII from known “lead generators.”

d. It was further a part of the conspiracy that Med-Connect representatives would and did call, or purport to call, Medicare beneficiaries to inquire about, among other information, the beneficiaries’ Medicare eligibility, their health status, and whether they wanted DME braces.

e. It was further a part of the conspiracy that Med-Connect representatives would and did make written electronic records of the calls, and purported calls, to Medicare beneficiaries to build DME brace orders.

f. It was further a part of the conspiracy that, through automation and other electronic means, the Truglia Faction conspirators would and did cause the transmission of Medicare beneficiaries’ DME brace orders to medical practitioners through the REMN Faction, a purported “telemedicine” vendor.

g. It was further a part of the conspiracy that the Truglia Faction conspirators would and did offer and pay illegal kickbacks and bribes through intermediaries Savastano and the REMN Faction to medical practitioners to induce

the practitioners to prescribe and sign the DME brace orders under the guise of “telemedicine.”

h. It was further a part of the conspiracy that, often, the medical practitioners would and did sign the DME brace orders without ever contacting the Medicare beneficiaries, rather than conducting required qualifying telehealth consultations.

i. It was further a part of the conspiracy that said purported “telemedicine” vendor—the REMN Faction’s CompTel entity—would and did electronically transmit, or cause to be transmitted, signed DME brace orders, secured through illegal kickbacks and bribes, to the Truglia Faction conspirators as support for fraudulent, illegal DME claims.

j. It was further a part of the conspiracy that FERNANDEZ, and others with the Truglia Faction, would and did forward, and cause to be forwarded, the signed DME brace orders to the Regency Faction as support for fraudulent, illegal claims submitted to Medicare and other federal health benefit programs.

k. It was further a part of the conspiracy that the Truglia Faction, with and through the Regency Faction conspirators, would and did create and acquire DME Fronts—Indian Shores Bracing, Village Medical, Cordial Medical, Self-Care Bracing, and Tiger Medical—for the purpose of, among others, spreading illegal DME claims across several entities to evade Medicare scrutiny.

l. It was further a part of the conspiracy that one or more of the Truglia Faction and the Regency Faction conspirators would and did conceal from

Medicare and others that conspirator TRUGLIA, in whole or in part, owned, controlled, held financial interests in, and/or managed the DME Fronts. The methods of concealment included:

- i. falsely and fraudulently listing TRUGLIA's wife, C.T., as the sole owner and managing employee of the Truglia Faction's DME Fronts in Medicare enrollment applications (Forms CMS-855S) and other documents;
- ii. making or causing to be made false and misleading statements during inspections and related follow-up for and on behalf of Medicare about the ownership and management of the Truglia Faction's DME Fronts;
- iii. opening and/or controlling bank accounts for the Truglia Faction's DME Fronts (hereinafter, the "DME Front Bank Accounts") using the names and identities of straw owner(s) as authorized signers;
- iv. mimicking, or causing to be mimicked, signatures of the straw owner(s), including through forgery and other means, to conduct financial transactions using funds in the DME Front Bank Accounts; and
- v. providing TRUGLIA online access to the DME Front Bank Accounts to conduct financial transactions.

m. It was further a part of the conspiracy that one or more Regency Faction conspirators would and did create, or cause to be created, a fake, non-operational DME drop-shipping company named "Magic Medical."

n. It was further a part of the conspiracy that, to dupe inspectors so as to secure Medicare-billing privileges for the DME Fronts, the Regency Faction and the Truglia Faction conspirators would and did:

- i. execute sham inventory contracts between some or all of the DME Fronts and Magic Medical;

- ii. create bogus patient records for fictitious patients for some or all of the DME Fronts; and
- iii. present, or cause to be presented, sham inventory contracts, bogus patient records, and other false and misleading information during and in connection with regulatory inspections.

o. It was further a part of the conspiracy that the Truglia Faction conspirators and/or those working under their management and supervision routinely would not and did not collect copayments from Medicare beneficiaries.

p. It was further a part of the conspiracy that, through Global One, the Truglia Faction conspirators would and did sell, and offer to sell, to other DME-front owners signed DME brace orders and other documentation for use as support for fraudulent, illegal DME claims.

q. It was further a part of the conspiracy that one or more of the Truglia Faction conspirators would and did submit, or cause to be submitted, more than approximately \$20 million of fraudulent, illegal DME claims to Medicare and other federal health benefit programs, including CHAMPVA, through the Truglia Faction's DME Fronts (Indian Shores Bracing, Self-Care Bracing, Cordial Medical, Village Medical, and Tiger Medical), resulting in payments of approximately \$10 million.

r. It was further a part of the conspiracy that the Truglia Faction and the Regency Faction conspirators would and did direct, or cause to be directed,

Medicare and CHAMPVA payments for fraudulent, illegal DME claims to the Truglia Faction's DME Front Bank Accounts.

s. It was further a part of the conspiracy that one or more of the Truglia Faction conspirators would and did transfer, or caused to be transferred, fraud proceeds from the DME Front Bank Accounts to other accounts, including an ASP Marketing bank account (BOA -7706), often via transactions in excess of \$10,000.

t. It was further part of the conspiracy that the conspirators would and did participate in meetings, perform acts, and make statements to accomplish the objects of and to conceal the conspiracy, including the creation of a fake, back dated "Consulting Services Agreement" between Global One and Blue Horn and a set of related backdated invoices.

D. Overt Acts

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

The Truglia Faction's Telemarketing Operation

a. On or about April 24, 2018, the Truglia Faction conspirators, using the name of a straw owner, submitted, or caused to be submitted, a renewal application for a Florida Commercial Telephone Seller Business License Application for Med-Connect.

b. On or about May 8, 2018, conspirator FERNANDEZ submitted an application for a Florida Commercial Telephone Salesperson Individual License.

c. On or about the dates set forth below, each of which constitutes a separate overt act, one or more Truglia Faction conspirators paid, or caused to be paid, illegal kickbacks and bribes in the approximate amounts listed below to conspirator Savastano's Blue Horn account:

Overt Act	On or About Date	Source Account/ Receiving Account	Approx. Amount
c.1	October 1, 2018	Global One (BOA -1181) to Blue Horn (JPMC -2298)	\$21,945
c.2	October 3, 2018	Global One (BOA -1181) to Blue Horn (JPMC -2298)	\$11,590
c.3	October 5, 2018	Global One (BOA 1181) to Blue Horn (JPMC -2298)	\$65,835
c.4	October 12, 2018	Global One (BOA 1181) to Blue Horn (JPMC -2298)	\$83,740
c.5	October 19, 2018	Global One (BOA 1181) to Blue Horn (JPMC -2298)	\$74,765
c.6	October 26, 2018	Global One (BOA 1181) to Blue Horn (JPMC -2298)	\$94,715
c.7	November 2, 2018	Global One (BOA 1181) to Blue Horn (JPMC -2298)	\$101,024

d. On or about the dates set forth below, each of which constitutes a separate overt act, conspirator Savastano retained a share of the illegal kickbacks and bribes and paid, or caused to be paid, the remainder of the kickbacks and bribes to

the REMN Faction's purported "telemedicine" operation to induce medical practitioners to prescribe and sign DME brace orders:

Overt Act	On or About Date	Source Account/ Receiving Account	Approx. Amount
d.1	October 2, 2018	Blue Horn (JPMC -2298) to CompTel (JPMC -3036)	\$40,000
d.2	October 3, 2018	Blue Horn (JPMC -2298) to CompTel (JPMC -3036)	\$30,000
d.3	October 9, 2018	Blue Horn (JPMC -2298) to CompTel (JPMC -3036)	\$40,964
d.4	October 12, 2018	Blue Horn (JPMC -2298) to CompTel (JPMC -3036)	\$50,000
d.5	October 15, 2018	Blue Horn (JPMC -2298) to CompTel (JPMC -3036)	\$18,684
d.6	October 22, 2018	Blue Horn (JPMC -2298) to CompTel (JPMC -3036)	\$50,000
d.7	October 29, 2018	Blue Horn (JPMC -2298) to CompTel (JPMC -3036)	\$74,775
d.8	November 2, 2018	Blue Horn (JPMC -2298) to CompTel (JPMC -3036)	\$82,000

The Truglia Faction's DME-Front Operation

e. On or about the dates set forth below, each of which constitutes a separate overt act, one or more Truglia Faction conspirators transferred, or cause to be transferred, funds from bank accounts under their control to accounts maintained and controlled by the Regency Faction conspirators to acquire the below DME Fronts:

Overt Act	On or About Date	Source Account	Approx. Amount	DME Front
e.1	January 16, 2018	Global One (BOA -1181)	\$30,000	Indian Shores Bracing
e.2	July 9, 2018	ASP Marketing (BOA -7706)	\$30,000	Indian Shores Bracing
e.3	July 23, 2018	ASP Marketing (BOA -7706)	\$30,000	Self-Care Bracing
e.4	August 14, 2018	Global One (BOA -1181)	\$30,000	Cordial Medical
e.5	September 19, 2018	ASP Marketing (BOA -7706)	\$30,000	Self-Care Bracing
e.6	September 28, 2018	ASP Marketing (BOA -7706)	\$30,000	Village Medical
e.7	December 28, 2018	Global One (BOA -1181)	\$30,000	Village Medical
e.8	January 22, 2019	Indian Shores (BOA -9517)	\$30,000	Cordial Medical

f. On or about the dates set forth below, each of which constitutes a separate overt act, one or more Truglia Faction and/or Regency Faction conspirators signed, or cause to be signed, Medicare enrollment application Forms CMS-855S for the DME Fronts, which, in part, bound the DME suppliers and their officials to abide by all “laws, regulations, and program instructions” for Medicare, including “the Federal Anti-Kickback Statute, 42 U.S.C. section 1320a-7b(b)”:

Overt Act	On or About Date of Signature	DME Front
f.1	February 28, 2018	Indian Shores Bracing
f.2	October 10, 2018	Village Medical
f.3	October 13, 2018	Cordial Medical
f.4	April 4, 2019	Self-Care Bracing
f.5	March 25, 2019	Tiger Medical

g. On or about January 13, 2018, conspirator TRUGLIA emailed conspirator Wolfe, directing Wolfe to remove TRUGLIA's name from a "Medicare Part B Start Up Agreement" and to replace it with "C.T.," stating "[i]t will be under [C.T.'s] name."

h. On or about February 1, 2018, conspirator Wolfe executed, or caused to be executed, a sham contract between Indian Shores Bracing and the fake, non-operational drop-shipping company Magic Medical.

i. In or about February 2018, one or more Truglia Faction and Regency Faction conspirators submitted, or caused to be submitted, a Form CMS-855S to Medicare falsely representing, among other information, that C.T. was the sole individual with an ownership interest, a partnership interest, and/or who acted as a managing employee of Indian Shores Bracing.

j. On or about April 22, 2018, conspirator TRUGLIA asked conspirator Wolfe whether she had "any other available DMEs for sale."

k. On or about July 9, 2018, conspirator FERNANDEZ sent an email to a DME drop-shipping company bearing an attached Credit Application for Indian Shores Bracing that identified conspirator TRUGLIA as the company's "VP" and included pertinent financial information and TRUGLIA's email account address.

l. On or about July 10, 2018, conspirator TRUGLIA emailed conspirator Wolfe stating: "Are any other DMEs available for purchase. 1 [One] will not handle all my business."

m. On or about July 27, 2018, conspirators FERNANDEZ and Wolfe exchanged emails concerning how many braces the Truglia Faction should submit per DME Front. FERNANDEZ asked: "When can we start submitting 400 braces or more?" Wolfe responded: "As far as the number of bracing I think 250-300 is a comfortable number."

n. In or about September 2018, one or more Truglia Faction and Regency Faction conspirators signed, or cause to be signed, a "stock purchase agreement" to transfer control of Self-Care Bracing from Regency to the Truglia Faction in exchange for approximately \$60,000.

o. In or about October 2018, conspirator TRUGLIA hand-delivered approximately \$5,000 in cash to conspirator Wolfe at a health care conference.

p. On or about October 15, 2018, conspirator FERNANDEZ sent an email to Wolfe requesting that Wolfe ensure: "the BOC phone number [was] not on the Self-Care Bracing paperwork[,] and noting that "[she had spoken] with Pat and he said [the BOC] phone number was on the Indian Shores paperwork."

q. In or about early December 2018, one or more Truglia Faction and Regency Faction conspirators presented, or caused to be presented, false and misleading information and records to a BOC inspector during an inspection of Indian Shores Bracing.

r. In or about early December 2018, one or more Truglia Faction and Regency Faction conspirators maintained, or caused to be maintained, on-site at Indian Shores Bracing a purported compliance document titled the "Dos and Dents

of Marketing,” which, in part, stated and acknowledged that the “Medicare Anti-Kickback Statute ... makes it a felony to knowingly and willfully offer, pay, solicit, or receive any remuneration to induce a person or entity to refer an individual for an item or service covered by a federal health care program.”

s. In or about March 2019, one or more Truglia Faction and Regency Faction conspirators signed, or caused to be signed, a “stock purchase agreement” to transfer control of Tiger Medical from Regency to the Truglia Faction in exchange for approximately \$95,000.

t. In or about April 2019, conspirators FERNANDEZ and Wolfe exchanged multiple texts regarding the Truglia Faction’s interest in acquiring additional DME fronts from the Regency Faction conspirators, stating, in pertinent part:

FERNANDEZ: “Pat wants another DME as soon as possible.” And later: “And we want 4 more DME’s, not just 1.”

Wolfe: “do u want us to start 2 in [C.T.’s] name. Cheaper investment ... and then sell 2 to you guys?”

FERNANDEZ: “awesome and I’m gonna find out about [C.T.’s] name.”

FERNANDEZ: “Pat said he wants to do what you said and start 2 in [C.T.’s] name and buy 2 ready. 4 total.”

u. On or about the dates set forth below, each of which constitutes a separate overt act, one or more Truglia Faction and/or Regency Faction conspirators submitted, or caused to be submitted, fraudulent DME claims to Medicare that had been procured through illegal kickbacks and bribes:

Overt Act	On or About Claim Date	Beneficiary	Claim Number (HCPCS L Codes)	DME Front
u.1	September 26, 2018	K.L.T.	18269714940000 (0650, 3916, 3960)	Self-Care Bracing
u.2	November 27, 2018	J.L.L.	18331715901000 (3916, 1971)	Indian Shores Bracing
u.3	December 13, 2018	C.D.M.	18347748710000 (3916, 1851, 2397)	Indian Shores Bracing
u.4	February 4, 2019	C.T.	19035831284000 (3916, 1851, 2397, 0650)	Indian Shores Bracing
u.5	February 1, 2019	H.D.	19032745824000 (0650, 3960, 1851, 2397)	Indian Shores Bracing
u.6	February 1, 2019	B.L.M.	19032824972000 (0650, 3960, 1851, 2397)	Indian Shores Bracing
u.7	February 1, 2019	H.M.	19032824971000 (0650, 3960, 1851, 2397)	Indian Shores Bracing
u.8	February 4, 2019	D.R.W.	19035833949000 (3960, 1851, 2397, 0650)	Indian Shores Bracing
u.9	March 19, 2019	J.C.N.	19078741518000 (3916, 1971, 3170)	Cordial Medical
u.10	March 20, 2019	A.L.F.	19079732967000 (3916, 1851, 2397)	Village Medical

v. On or about the dates set forth below, each of which constitutes a separate overt act, one or more of the Truglia Faction conspirators transferred, or caused to be transferred, funds from DME Front Bank Accounts to the ASP

Marketing bank account (BOA -7706):

Overt Act	On or About Date	Source Account	Approximate Amount
v.1	October 15, 2018	Indian Shores (BOA -9517)	\$100,000
v.2	December 4, 2018	Indian Shores (BOA -9517)	\$76,000
v.3	December 12, 2018	Self-Care Bracing (JPNC -0275)	\$50,000
v.4	January 2, 2019	Indian Shores (BOA -9517)	\$100,000

v.5	March 5, 2019	Village Medical (BOA -8232)	\$40,600
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w. On or about November 19, 2018, conspirator FERNANDEZ forwarded an email to a DME drop-shipping company, along with an attached Authorization for Direct Payment via ACH (ACH Debit), which bore a “cut out” and taped copy of conspirator Wolfe’s purported signature.

x. On or about March 18, 2019, one or more Truglia Faction conspirators signed, or caused to be signed, conspirator Wolfe’s signature onto a Self-Care Bracing bank account (JPMC -0275) check to move approximately \$75,000 in funds to the ASP Marketing account (BOA -7706).

y. On or about April 18, 2019, conspirator TRUGLIA met with REMN Faction conspirators and another person to discuss an ongoing federal health care fraud investigation, during which meeting it was determined that they would work to conceal the illegal kickbacks and bribes paid from Global One to Blue Horn, using false, backdated documentation.

z. On or about April 26, 2019, REMN Faction conspirator Epstein mailed a thumb drive to conspirator Savastano that contained a false, backdated “Consulting Services Agreement” between Global One and Blue Horn and a set of related backdated invoices for delivery to conspirator TRUGLIA.

All in violation of 18 U.S.C. § 371.

COUNT TWO
(False Statements Relating to Health Care Matters)

1. The allegations contained in Section A and Section C of Count One of this Second Superseding Information are realleged and incorporated by reference as though fully set forth herein.

2. On or about February 28, 2018, in the Middle District of Florida and elsewhere, in a matter involving a health care benefit program, that is, Medicare, the defendant,

PATSY TRUGLIA,

aided and abetted by Ruth Fernandez and others, including persons working with the Regency Faction, did knowingly and willfully make a materially false, fictitious, and fraudulent statement and representation to Medicare in a submitted CMS Form-855S for Indian Shores Bracing, in that the submitted CMS Form-855S stated and represented to Medicare that C.T. was the sole individual with an ownership interest, a partnership interest, and/or who acted as a managing employee of Indian Shores Bracing, when in truth and in fact, as the defendant then and there well knew, C.T. was not the sole individual with an ownership interest, a partnership interest, and/or who acted as a managing employee of Indian Shores Bracing.

In violation of 18 U.S.C. §§ 1035 and 2.

COUNT THREE
(Conspiracy)

A. Introduction

1. The allegations contained in Paragraphs Fourteen through Forty-Two of Count One of this Second Superseding Information are realleged and incorporated by reference as though fully set forth herein.

2. T&T Creations of Florida LLC (“T&T Creations”), located in Sunrise, Florida, was engaged in telemarketing. T&T Creations’ telemarketing operation targeted Medicare beneficiaries to harvest the beneficiaries’ PII and other information to begin forming DME brace orders.

3. Advanced Medical Bracing LLC (“Advanced Medical”) was originally created in Ohio. Advanced Medical was acquired by LouTricia Morgan in or around August 2019 via a stock purchase agreement, after which Articles of Conversion were filed with the Florida Department of State, Division of Corporations. These articles listed Advanced Medical’s principal office address in Palm Harbor, Florida. Advanced Medical was a Medicare-enrolled DME company.

4. DME Company #1 was created in or around October 2018 and was originally located in Palm Harbor, Florida. DME Company #1 was sold to Conspirator #1 in or around May 2019 and changed its listed principal place of business to Tarpon Springs, Florida. DME Company #1 was a Medicare-enrolled DME company.

5. DME Company #2 was created in or around November 2018 and was originally located in Largo, Florida. DME Company #2 was sold to Conspirator #2 in or around July 2019 and changed its listed principal place of business to Palm Harbor, Florida. DME Company #2 was a Medicare-enrolled DME company.

6. TRUGLIA, Conspirator #1 and Conspirator #3, in whole or in part, controlled, owned, held financial interest in, and/or managed aspects of Advanced Medical, DME Company #1, and DME Company #2 (the “New DME Fronts”).

B. The Conspiracy

7. Beginning in or around April 2019, and continuing through in or around July 2020, in the Middle District of Florida and elsewhere, the defendant,

PATSY TRUGLIA,

did knowingly and voluntarily combine, conspire, confederate, and agree with others to commit the following offenses against the United States:

- a. making false statements relating to health care matters, in violation of 18 U.S.C. § 1035; and
- b. health care fraud, in violation of 18 U.S.C. § 1347.

C. Manner and Means of the Conspiracy

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

a. It was part of the conspiracy that Truglia and other conspirators would and did run a telemarketing operation using T&T Creations that targeted the Medicare-aged population to generate DME brace orders.

b. It was further a part of the conspiracy that TRUGLIA and other conspirators would and did conceal, and caused to be concealed, TRUGLIA's managerial role in T&T Creations' telemarketing operation and other aspects of the conspiracy.

c. It was further a part of the conspiracy that, to target Medicare beneficiaries, the conspirators would and did obtain PII—such as names, dates of birth, and/or Medicare ID numbers—for the Medicare-aged population.

d. It was further a part of the conspiracy that T&T Creations representatives, and other businesses working with T&T Creations, would and did call Medicare beneficiaries to inquire about, among other information, the beneficiaries' Medicare eligibility, their health status, and whether they wanted DME braces.

e. It was further a part of the conspiracy that, through automation and other electronic means, the conspirators would and did cause the transmission of Medicare beneficiaries' DME brace orders to medical practitioners through one or more purported "telemedicine" vendor(s).

f. It was further a part of the conspiracy that the conspirators would and did offer and pay illegal kickbacks and bribes through the purported telemedicine

vendor(s) to medical practitioners to induce the practitioners to prescribe and sign the DME brace orders under the guise of “telemedicine.”

g. It was further a part of the conspiracy that, often, the medical practitioners would and did sign the DME brace orders without ever contacting the Medicare beneficiaries, rather than conducting required qualifying telehealth consultations.

h. It was further a part of the conspiracy that said purported “telemedicine” vendor(s) would and did electronically transmit, or cause to be transmitted, signed DME brace orders, secured through illegal kickbacks and bribes, to the conspirators as support for fraudulent, illegal DME claims.

i. It was further a part of the conspiracy that a conspirator would and did forward, and cause to be forwarded, documentation to a company located in Palm Harbor, Florida, as support for fraudulent, illegal claims submitted to Medicare and other federal health benefit programs.

j. It was further a part of the conspiracy that TRUGLIA, Morgan, Conspirator #1, Conspirator #2, and Conspirator #3 would and did create and acquire the New DME Fronts—Advanced Medical, DME Company #1, and DME Company #2—for the purpose of, among others, spreading illegal DME claims across several entities to evade Medicare scrutiny.

k. It was further a part of the conspiracy that TRUGLIA and other conspirators would and did make false statements to Medicare and others to conceal that conspirator TRUGLIA, Conspirator #1, and Conspirator #3, in whole or in

part, owned, controlled, held financial interests in, and/or managed the New DME Fronts.

1. It was further a part of the conspiracy that one or more of the conspirators would and did submit, or cause to be submitted, more than approximately \$12.5 million of fraudulent, illegal DME claims to Medicare and other federal health benefit programs, including CHAMPVA, through the New DME Fronts, resulting in payments of approximately \$6.3 million.

m. It was further a part of the conspiracy that the conspirators would and did direct, or cause to be directed, Medicare and CHAMPVA payments for fraudulent, illegal DME claims to New DME Front bank accounts.

n. It was further a part of the conspiracy that one or more of the conspirators would and did transfer, or caused to be transferred, fraud proceeds from the New DME Front bank accounts, often in three equal shares, to other bank accounts controlled by Truglia, Conspirator #1, and Conspirator #3.

o. It was further part of the conspiracy that the conspirators would and did participate in meetings, perform acts, and make statements to accomplish the objects of and to conceal the conspiracy.

D. Overt Acts

4. In furtherance of the conspiracy, and to effect its objects, TRUGLIA and other conspirators committed the following overt acts, among others, in the Middle District of Florida and elsewhere:

- a. On or about May 8, 2019, one or more conspirators caused information to be electronically submitted to the NSC updating the DMEPOS supplier information for DME #1.
- b. On or about July 10, 2019, a coconspirator caused a \$10,000 check (#3067) to be sent to a Palm Harbor-based company in the Middle District of Florida, noting that the check was for “Advanced Med Bracing Stock Purch.”
- c. On or about July 30, 2019, one or more conspirators caused a signed CMS Certification Statement for DMEPOS Supplier (855S) to be sent to the NSC, associated with the acquisition of DME #2.
- d. On or about August 12, 2019, one or more conspirators caused a \$30,000 wire transfer to be sent to a Palm Harbor-based company in the Middle District of Florida, associated with the acquisition of Advanced Medical.
- e. On or about August 21, 2019, one or more conspirators caused a signed CMS Certification Statement for DMEPOS Supplier (855S) to be sent to the NSC, associated with the acquisition of Advanced Medical.
- f. On or about November 7, 2019, one or more conspirators caused funds to be distributed from T&T Creations to TRUGLIA and other conspirators in three equal shares of \$10,000 via two T&T Creations’ checks (#1012, #1013) and one wire transfer.
- g. On or about December 20, 2019, one or more conspirators caused funds to be distributed from T&T Creations to TRUGLIA and other

conspirators in three equal shares of \$15,000 via two T&T Creations' checks (#1051, #1052) and one wire transfer.

h. On or about January 3, 2020, one or more conspirators caused funds to be distributed from T&T Creations to TRUGLIA and other conspirators in three equal shares of \$7,000 via two T&T Creations' checks (#1068, #1069) and one wire transfer.

All in violation of 18 U.S.C. § 371.

FORFEITURE

1. The allegations contained in Counts One through Three of this Second Superseding Information are realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to the provisions of 18 U.S.C. § 982(a).

2. Upon conviction of any or all of the violations alleged in Counts One through Three, the defendants 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. Upon conviction of any or all of the violations alleged in Counts One through Three, the defendants shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(1), any property, real or personal, involved in such offense, or any property traceable to such property.

4. The property to be forfeited includes, but is not limited to, an order of forfeiture in the amount of \$11,341,738 which the defendant obtained as a result of

the commission of the offenses, and the following assets which constitute proceeds traceable to the commission of the offenses:

- a. Approximately \$160,531.10 seized from Bank of America account 898095299517 held in the name of Indian Shores Bracing, Inc.;
- b. Approximately \$108,342.34 seized from Bank of America account 229057958245 held in the name of Cordial Medical Supply Inc.;
- c. Approximately \$156,924.44 seized from Bank of America account 229057958232 held in the name of Village Medical Supply Inc.;
- d. Approximately \$26.68 seized from Bank of America account 356578556 held in the name of Tiger Medical Inc.;
- e. Approximately \$8,521,176.71 seized from Bank of America account 229053747706 held in the name of ASP Marketing Group LLC;
- f. Approximately \$221,116.79 seized from Bank of America account 898085651181 held in the name of Global One Medical Solutions LLC;
- g. Approximately \$123,317.80 seized from JPMorgan Chase Bank account 276100275 held in the name of Self-Care Bracing, Inc.;
- h. Approximately \$274,699.99 held by CMS for fraudulent claims submitted by Cordial Medical Supply Inc.;
- i. Approximately \$418,631.36 held by CMS for fraudulent claims submitted by Indian Shores Bracing, Inc.;
- j. Approximately \$452,638.56 held by CMS for fraudulent claims submitted by Self-Care Bracing, Inc.;
- k. Approximately \$150,632.12 held by CMS for fraudulent claims submitted by Tiger Medical Inc.;
- l. Approximately \$558,476.38 held by CMS for fraudulent claims submitted by Village Medical Supply Inc.;

- m. A 2017 Rolls Royce Wraith, VIN: SCA665C56HUX86847;
- n. A 2018 Ferrari 488 Spider, VIN: ZFF80AMA0J0232662;
- o. A 2019 Cadillac Escalade, VIN: 1GYS3DKJ6KR251577;
- p. A 2019 Lamborghini Urus, VIN: ZPBUA1ZLXKLA01913;
- q. A 2015 Mercedes Benz CLA, VIN: WDDSJ4EB9FN162248;
- r. One stainless steel Rolex, Serial Number A184742;
- s. One men's stainless Datejust II Rolex, 41mm, Serial Number E36434Q8;
- t. A custom designed diamond bezel added to Rolex;
- u. Custom designed diamond dial designed with diamond numeral markers;
- v. One 15ct white gold diamond bracelet dipped in Rose gold, approximate total weight 3.00 carats;
- w. One men's two-tone custom design Rolex 18kt + stainless steel, Serial Number 7D7G2516, Model 126333 with Diamonds;
- x. One 14kt white gold, diamond tennis bracelet, total weight approximately 6.00 carats;
- y. One Men's Stainless Steel 41mm, Datejust II Rolex, with a custom diamond bezel and dial, Serial Number 00Q6P871;
- z. A custom diamond bezel for 41mm stainless Rolex, approximately 7.40 carats;
- aa. One two inches rose gold diamond Cuban links necklace;
- bb. A custom designed diamond cross with approximately 6.25 carats diamond;
- cc. One Franko designed chain;
- dd. One ladies 18kt white gold diamond necklace with approximately 14.50 carats;

- ee. Cuban necklace 241.6 grams and matching bracelet;
- ff. One 12 ¼ size ring;
- gg. One 14kt yellow gold diamond ring, approximate total weight 5.18 carats diamonds;
- hh. One Rolex Sky Dweller custom made with emerald cut and round diamonds rose gold 18kt;
- ii. A custom made 18kt ladies diamond eternity band, baguettes and round 5 ¼;
- jj. Diamonds added to the band and side casing of a stainless steel 40 mm Rolex;
- kk. Two diamond custom made Italian horns with Chain 14kt;
- ll. One 14kt white gold and diamond stud cluster earring, approximately 2.0 carats;
- mm. One men's ring with diamond;
- nn. Plain hoop earrings; and
- oo. The real property located at 10035 Bay Leaf Court, Parkland, Florida 33076, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Lot 28, Block G, Parkland Golf and Country Club Replat #2, according to the Plat thereof, recorded in Plat Book 174, Pages 137 through 161, inclusive, of the Public Records of Broward County, Florida.

Property Identification Number: 474133052400.

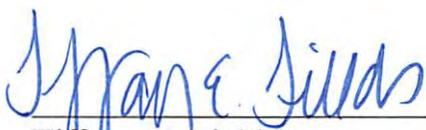
5. If any of the property described above, as a result of any act or omission of the defendant:

- 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;

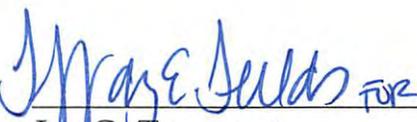
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

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).

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By: 

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