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2021R01040/DMT

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA : Hon. Brian R. Martinotti
:
v. : Crim. No. 22- 818 (BRM)
:
ABID SYED, :
TARIQ DIN, : 18 U.S.C. § 371
DAVID WEATHERS, and :
MUHAMMED AURANGZEB :

TRUE AND CERTIFIED COPY
Austin Schoenig
5:05 pm, Dec 06 2022

INDICTMENT

The Grand Jury in and for the District of New Jersey, sitting in
Newark, charges as follows:

1. At all times relevant to this Indictment:

The Laboratory and Related Individuals

a. Metpath Laboratories, Inc. ("Metpath") was a clinical laboratory located in Parsippany, New Jersey that, among other things, conducted testing to detect the presence of coronavirus 2019 disease ("COVID-19") in samples obtained from individual patients.

b. Defendant ABID SYED ("SYED") resided in East Hanover, New Jersey and operated and controlled Metpath.

c. Defendant TARIQ DIN ("DIN") resided in Saddle River, New Jersey and, together with defendant SYED, operated and controlled Metpath.

d. Defendant DAVID WEATHERS ("WEATHERS") resided in the Bronx, New York and was a marketer for Metpath. WEATHERS owned and operated MedtechCares, Inc. a New York-based company that, according to its

website, “help[ed] connect individuals and organizations with access to convenient and affordable Covid testing.”

e. Defendant MUHAMMED AURANGZEB (“AURANGZEB”) resided in Robbinsville, New Jersey and was a marketer for Metpath. AURANGZEB owned and operated Maximum Revenue Business Solutions LLC, a New Jersey-based limited liability corporation.

f. Individual-1, a co-conspirator not charged in this Indictment, was a marketer for Metpath.

COVID-19 Testing and Insurance

g. To conduct a COVID-19 test, a laboratory such as Metpath obtained a sample—usually in the form of a nasal swab—from a patient. The laboratory would then test the sample to determine whether the patient was infected with COVID-19.

h. If the patient had insurance, such as Medicare, the laboratory would submit a claim for reimbursement for the COVID-19 test to the patient’s insurance carrier.

i. Medicare was a federal program that provided free or below-cost health care insurance benefits to certain individuals, primarily the elderly, blind, and disabled. The Medicare Part B Program was a federally-funded supplemental insurance program that provided Medicare insurance benefits for individuals aged 65 or older, and for certain disabled individuals. Individuals who received benefits under Medicare were commonly referred to as

“beneficiaries.” The Medicare Part B Program paid for various medical services for beneficiaries, including COVID-19 testing.

j. During the global COVID-19 pandemic, the Health Resources and Services Administration (“HRSA”)—a federal agency within the U.S. Department of Health and Human Services—provided support to health care providers through the COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (the “HRSA COVID-19 Uninsured Program”).

k. The HRSA COVID-19 Uninsured Program was funded, in part, through several parts of COVID-19-related legislation, including:

- i. the Families First Coronavirus Response Act (“FFCRA”) (P.L. 116-127) and the Paycheck Protection Program and Health Care Enhancement Act (“PPP”) (P.L. 116-139), which together appropriated \$2 billion to reimburse providers for conducting COVID-19 testing and testing-related items and services for uninsured individuals;
- ii. the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) (P.L. 116-136), which provided \$100 billion in relief funds, including to hospitals and other health care providers;

- iii. the Paycheck Protection Program and Health Care Enhancement Act (“PPPHCEA”) (P.L. 116-139), which appropriated an additional \$75 billion in relief funds;
- iv. the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA”) (P.L. 116-260), which appropriated an additional \$3 billion; and
- v. the American Rescue Plan Act of 2021 (“ARPA”) (P.L. 117-2), which allocated funding to reimburse providers for COVID-19 testing of the uninsured.

1. The HRSA COVID-19 Uninsured Program provided insurance claims reimbursement to health care providers for COVID-19 testing, treatment, and vaccine administration for uninsured individuals who did not have health care coverage at the time services were rendered. Reimbursement for claims, generally at Medicare rates, were made for qualifying diagnostic testing for COVID-19.

m. Medicare and the HRSA COVID-19 Uninsured Program each were “Federal health care programs” as defined in 42 U.S.C. § 1320a-7b(f) and “health care benefit programs” as defined in 18 U.S.C. §§ 24(b) and 220(e)(3).

n. Laboratories performing COVID-19 testing submitted reimbursement claims to Medicare, other federal insurance programs, and private insurance.

The Kickback Scheme

2. From in or about April 2021 to in or about April 2022, in the District of New Jersey and elsewhere, the defendants,

**ABID SYED,
TARIQ DIN,
DAVID WEATHERS, and
MUHAMMED AURANGZEB,**

did knowingly and intentionally conspire and agree with each other and others to commit offenses against the United States, that is:

a. to knowingly and willfully offer and pay any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to any person to induce such person to purchase, lease, order, or arrange for or recommend purchasing, leasing, or ordering any good, facility, service, or item, namely, COVID-19 testing samples, for which payment was made in whole or in part under a Federal health care program, as defined in Title 18, United States Code, Section 24(b), namely, Medicare and the HRSA COVID-19 Uninsured Program, contrary to Title 42, United States Code, Section 1320a-7b(b)(2)(B), and

b. to knowingly and willfully solicit or receive any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for purchasing, leasing, ordering, or arranging for or recommending purchasing, leasing, or ordering any good, facility, service, or item, namely COVID-19 testing samples, for which payment was made in whole or in part under a Federal health care program, as defined in Title 18, United States Code, Section 24(b), namely, Medicare and the HRSA

COVID-19 Uninsured Program, contrary to Title 42, United States Code, Section 1320a-7b(b)(1)(B).

Object of the Conspiracy

3. The object of the conspiracy was for defendants SYED, DIN, WEATHERS, AURANGZEB, and others to unlawfully enrich themselves and others by: (1) paying, causing the payment of, receiving, and causing the receipt of bribes and kickbacks, in the form of money payments, for the collection of COVID-19 test samples directed to Metpath; and (2) receiving money, in the form of insurance reimbursements, from federal insurance programs for COVID-19 testing directed to Metpath.

Manner and Means of the Conspiracy

4. Beginning in approximately April 2021, SYED and DIN operated and controlled Metpath and paid “marketers”—including WEATHERS, AURANGZEB, and Individual-1—kickbacks to induce the referral of COVID-19 test samples to Metpath.

5. The kickback payments that WEATHERS, AURANGZEB, and Individual-1 received from SYED and DIN, through Metpath, were based on the number of COVID-19 test samples that they referred to Metpath.

Kickback Payments to Individual-1

6. In or around April 2021, SYED offered to pay Individual-1 kickbacks for referring COVID-19 test samples to Metpath.

7. SYED paid Individual-1 approximately \$25 for every COVID-19 test sample that Individual-1 caused to be referred to Metpath.

8. On or about September 29, 2021, SYED told Individual-1 that he calculated Individual-1's payment amount by multiplying the approximately 113 test samples that Individual-1 referred to Metpath the previous month by \$25 per sample, for a total of \$2,825.00.

9. On or about September 29, 2021, SYED provided Individual-1 with a check in the amount of \$2,825.00 as a kickback payment to Individual-1 for the COVID-19 test samples that Individual-1 referred to Metpath the prior month.

10. On or about November 19, 2021, SYED told Individual-1 that he calculated Individual-1's payment amount by multiplying the approximately 134 test samples that Individual-1 referred to Metpath the previous month by \$25 per sample, for a total of \$3,350.00.

11. On or about November 19, 2021, SYED provided Individual-1 with a check in the amount of a \$3,350.00, which represented a kickback payment to Individual-1 for the COVID-19 test samples that Individual-1 referred to Metpath the prior month.

12. In an attempt to mask the kickback payments, during a meeting on or about March 24, 2022, SYED told Individual-1 that he added a few "extra cents" to a previous check given to Individual-1 for COVID-19 test sample referrals beyond what Individual-1 was owed in an effort to make it appear as if Individual-1 was a "consultant" for Metpath with legitimate business expenses.

Kickback Payments to WEATHERS

13. From in or about January 2022 to in or about April 2022, SYED, DIN, and WEATHERS had an arrangement in which SYED and DIN, acting through and on behalf of Metpath, made kickback payments to WEATHERS in exchange for WEATHERS referring COVID-19 test samples to Metpath.

14. Under the arrangement, Metpath's kickback payments to WEATHERS were based on the number of COVID-19 test samples that WEATHERS caused to be referred to Metpath.

15. Through Metpath, WEATHERS received approximately \$30 for every COVID-19 test sample that WEATHERS caused to be referred to Metpath.

16. In January 2022, WEATHERS caused approximately 5,079 COVID-19 test samples to be referred to Metpath.

17. Through Metpath, WEATHERS received approximately \$152,370.00 in kickback payments for the approximately 5,079 COVID-19 test samples that he caused to be directed to Metpath in January 2022. WEATHER's kickback payment amount was determined by multiplying the approximately 5,079 COVID-19 test samples that he referred to Metpath in January 2022 by \$30 per sample, for a total of approximately \$152,370.00.

18. In an attempt to disguise the kickback payments to WEATHERS, his company, MedtechCares, Inc., issued an invoice to Metpath on or about January 31, 2022, which falsely stated that the \$152,370.00 that Metpath owed to WEATHERS included legitimate business expenses, when in fact that payment

was entirely for the approximately 5,079 COVID-19 test samples that WEATHERS caused to be referred to Metpath in January 2022.

Kickback Payments to AURANGZEB

19. From in or about August 2021 to in or about April 2022, SYED, DIN, and AURANGZEB had an arrangement in which SYED and DIN, acting through and on behalf of Metpath, made kickback payments to AURANGZEB in exchange for AURANGZEB referring COVID-19 test samples to Metpath.

20. On or about March 4, 2022, AURANGZEB told Individual-1 that he worked with Metpath in connection with COVID-19 testing.

21. Through Metpath, AURANGZEB received kickback payments at the rate of at least \$5-\$20 per COVID-19 test sample multiplied by the number of samples that AURANGZEB caused to be referred to Metpath.

22. From in or about August 2021 to in or about September 2021, AURANGZEB caused approximately 502 COVID-19 test samples to be referred to Metpath.

23. On or about October 12, 2021, AURANGZAB, through his company, Maximum Business Solutions LLC, received a kickback payment of approximately \$5,060.00 from Metpath for the approximately 502 COVID-19 test samples that he caused to be referred to Metpath in August 2021 and September 2021.

Din and Syed Continued to Recruit New Marketers

24. On or about January 20, 2022, DIN and SYED spoke with a potential new marketer and negotiated the kickback payment amount per COVID-19 test sample the potential new marketer referred to Metpath.

*Federal Programs Paid for
Covid-19 Test Samples Referred to Metpath as Part of the Conspiracy*

25. In total, Metpath received more than \$3.5 million in insurance reimbursements from Medicare and the HRSA COVID-19 Uninsured Program for COVID-19 test samples that WEATHERS and AURANGZEB referred to Metpath in furtherance of the conspiracy.

Overt Acts

26. In furtherance of the conspiracy and in order to effectuate the object of the conspiracy, defendants SYED, DIN, WEATHERS, AURANGZEB, and their co-conspirators committed or caused the commission of the following overt acts in the District of New Jersey and elsewhere:

a. On or about September 29, 2021, SYED gave Individual-1 a \$2,825.00 check as a kickback payment for the COVID-19 test samples that Individual-1 referred to Metpath in August 2021.

b. On or about November 19, 2021, SYED gave Individual-1 a \$3,350.00 check as a kickback payment for the approximately 134 COVID-19 test samples that Individual-1 referred to Metpath in October 2021.

c. In approximately January 2022, WEATHERS caused approximately 5,079 COVID-19 test samples to be referred to Metpath for testing.

d. On or about February 15, 2022, WEATHERS received a kickback payment in the amount of \$38,093.00 through his company, MedtechCares, Inc., from Metpath.

e. On or about February 28, 2022, WEATHERS received a kickback payment in the amount of \$22,855.00 through MedtechCares, Inc. from Metpath.

f. On or about March 10, 2022, WEATHERS received a kickback payment in the amount of \$22,855.50 through MedtechCares, Inc. from Metpath.

g. On or about March 20, 2022, WEATHERS received a kickback payment in the amount of \$15,237.00 through MedtechCares, Inc. from Metpath.

h. On or about March 30, 2022, WEATHERS received a kickback payment in the amount of \$15,237.00 through MedtechCares, Inc. from Metpath.

i. On or about April 10, 2022, WEATHERS received a kickback payment in the amount of \$15,237.23 through MedtechCares, Inc. from Metpath.

j. On or about April 20, 2022, WEATHERS received a kickback payment in the amount of \$15,237.00 through MedtechCares, Inc. from Metpath.

k. From approximately August 2021 to September 2021, AURANGZEB caused approximately 502 COVID-19 test samples to be referred to Metpath.

1. On or about October 12, 2021, AURANGZEB, through his company, Maximum Revenue Business Solutions LLC, received a \$5,060.00 kickback payment from Metpath.

In violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATION

1. Upon conviction of the Federal health care offense (as defined in 18 U.S.C. § 24) alleged in this Indictment, defendants SYED, DIN, WEATHERS, and AURANGZEB shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), all property, real or personal, that constitutes or is derived, directly and indirectly, from gross proceeds traceable to the commission of the offense (as defined in 18 U.S.C. § 24) alleged in this Indictment.

SUBSTITUTE ASSETS PROVISION

2. If any of the above-described forfeitable property, 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 shall be entitled, pursuant to 21 U.S.C. § 853(p) (as incorporated by 28 U.S.C. § 2461(c) and 18 U.S.C. § 982(b)), to forfeiture of any other property of the defendant up to the value of the above-described forfeitable property.

A TRUE BILL



FOREPERSON

Philip R. Sellinger

PHILIP R. SELLINGER
United States Attorney

CASE NUMBER: 22- 818 (BRM)

**United States District Court
District of New Jersey**

UNITED STATES OF AMERICA

v.

**ABID SYED,
TARIQ DIN,
DAVID WEATHERS, and
MUHAMMED AURANGZEB**

INDICTMENT FOR

18 U.S.C. § 371

A True Bill

Foreperson

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FOR THE DISTRICT OF NEW JERSEY**

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