

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

SEP 30 2014CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS OFFICE

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

Criminal No. 14-CR-30174-MJR

STEPHANE SCEBBA,)

Title 18, United States Code,
Sections 1349 and 2326

Defendant.)

INFORMATION**THE UNITED STATES ATTORNEY CHARGES:**

1. Beginning in or around December of 2012, and continuing until on or about July 25, 2013, **STEPHANE SCEBBA** and other individuals conducted a fraudulent telemarketing scheme, which operated with the business name "Clinacall," and which targeted elderly residents of the United States.

2. During that time, using various Leads lists or Call lists, telephone calls were placed from the defendant's call room to elderly individuals residing in the United States. When the victims answered their phones, the telemarketers employed by the defendant said that they were calling from Clinacall. The callers then stated that they were calling to enroll or to renew the enrollment of the victims in a prescription drug discount program.

3. Frequently, the telemarketers also falsely told the victims that information about their new discount medical cards had been mailed to the victims a couple of weeks before. The telemarketers then asked the victims whether they had received that information. When the victims responded that they had not received the information in the mail, the telemarketers stated

that they needed to have that information because “right now” the victims were not registered for their new health cards.

4. The telemarketers often falsely promised the victims that they would receive discounts off up to 75% off the prices they were currently paying for their prescription drugs.

5. The telemarketers then quoted the victims a “one-time” fee, typically \$299, for this program. Often, the callers told the victims that this amount was a discounted price from what the victims had been paying before. This statement was false, because the victims had never previously had any interactions with Clinacall, or any business affiliated with the telemarketers.

6. After the initial sales pitch, the telemarketers instructed the victims to retrieve their check books and to provide their account and bank routing numbers. The telemarketers often falsely told the victims that they needed the victims’ account information to make sure that the victims were still eligible to receive their new health cards.

7. The telemarketers then stated that, for the victims’ “protection,” they needed to record a verification. In truth, these verifications were required by the banking system in order for Clinacall to be able to take money from the victims’ accounts through remotely created checks. Prior to the recordings, the telemarketers usually instructed the victims on how to answer the questions. During the recordings, the victims were asked to acknowledge things that contradicted what they’d initially been told by the telemarketers, such as that Clinacall was not affiliated with any government programs. If the victims did not give answers which were sufficient to authorize charges against their bank accounts, the telemarketers came back on the line and told the victims that they would have to re-do the recording and again coached the victims on how to answer.

8. Using the banking information provided by the victims over the phone, other participants in the scheme created demand drafts, also known as remotely created checks. On the signature lines of the checks, the following words were printed: "This check authorized by your depositor – **No Signature Required.**"

9. The demand drafts drawn on the victims' accounts were deposited into accounts in the name of CAL Consulting, LLC, doing business as "Clinacall," located at banks in the United States. After the checks were deposited, the majority of the funds were wire transferred to intermediate accounts in the United States. One of these intermediate accounts was in the name of Park 295 Corp.

10. From the intermediate accounts, the fraud proceeds were wire transferred to Canadian bank accounts that were controlled by participants in the fraud scheme. One of these accounts was in the name of "9262-2182 Quebec, Inc.," which was a Canadian corporation owned and controlled by **STEPHANE SCEBBA**.

11. After their accounts were debited, the victims typically received a package, through the United States mail, from Clinacall. These packages typically included a prescription drug discount card, such as "YourRxCard" or "RxRelief," along with a list of participating pharmacies that purportedly accepted the cards. These cards are available to consumers, free of charge, on public websites. In addition, these cards typically provided no discount benefits to individuals insured by either Medicare or private insurance companies.

12. Packages received by the victims also included forms which could be used to apply to drug manufacturers for free or reduced price drugs based upon financial hardship. Once again, these forms were available for free on public websites. In addition, the drug

manufacturers typically do not provide drugs for free to individuals who are insured by Medicare or private insurance companies.

13. During its period of operation for Clinacall, the scheme to defraud victimized people spread across the United States. Some victims of the scam were located within the Southern District of Illinois.

COUNT 1

Conspiracy to Commit Mail and Wire Fraud – 18 U.S.C. §1349

14. Beginning on or about December of 2012, and continuing until at least July 25, 2013, in the Illinois counties of St. Clair, Madison, Marion, Saline, and Williamson, within the Southern District of Illinois, and elsewhere, the defendant,

STEPHANE SCEBBA,

and others did knowingly and willfully combine, conspire, confederate and agree among themselves and each other to commit certain offenses against the United States, as follows:

A. To devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme, and attempting so to do, knowingly to cause mail matter and other documents to be sent and delivered by the United States Postal Service and commercial interstate carrier to and from residences within the United States, including the Southern District of Illinois, in violation of Title 18, United States Code, Section 1341.

B. To devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme, and attempting so to do, knowingly to cause interstate telephone calls, electronic fund transfers, and other signals to be transmitted in interstate and

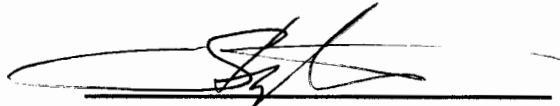
foreign commerce by means of wire and radio communication, in violation of Title 18, United States Code, Section 1343.

15. In furtherance of and as a foreseeable consequence of the conspiracy, participants in the scheme caused contracts and other documents to be transmitted by U.S. Mail and commercial interstate carrier to the Southern District of Illinois.

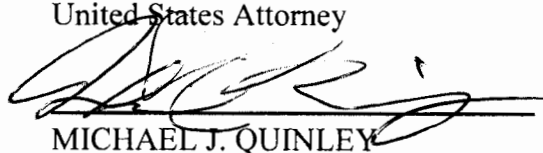
16. In furtherance of and as a foreseeable consequence of the conspiracy, participants in the scheme caused interstate telephone calls to be placed to the Southern District of Illinois.

All in violation of Title 18, United States Code, Section 1349.

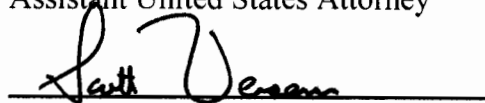
The offense occurred in connection with the conduct of telemarketing, in violation of the SCAMS Act, punishable under Title 18, United States Code, Section 2326.



STEPHEN R. WIGGINTON
United States Attorney



MICHAEL J. QUINLEY
Assistant United States Attorney



SCOTT A. VERSEMAN
Assistant United States Attorney

Recommended bond: \$100,000 unsecured