AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Florida

United States of America
v.
ASHLEY HOOBLER PARRIS

Case No. 8:20-mj-01475-T-SPF

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of October 2018 to March 30, 2020 in the county of Hillsborough in the Middle District of Florida, the defendant(s) violated:

Code Section	*Offense Description*
18 U.S.C. § 1349	Attempt and conspiracy.
18 U.S.C. § 371	Conspiracy to commit offense or to defraud United States.

This criminal complaint is based on these facts:

Please see the affidavit.

❒ Continued on the attached sheet.

Derek Maloney

Complainant's signature

Derek Maloney, Special Agent

Printed name and title

Sworn to before me by telephone.

Date: 05/14/2020

Judge's signature

City and state: Tampa, Florida

Hon. Sean Flynn, United States Magistrate

Printed name and title

STATE OF FLORIDA

CASE NO. 8:20-mj-01475-T-SPF

COUNTY OF HILLSBOROUGH

AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT

I, Derek Maloney, a Special Agent with the United States Department of Health and Human Services, Office of the Inspector General ("HHS OIG"), being first duly sworn, hereby depose and state:

AFFIANT'S BACKGROUND

1. I am a Special Agent with HHS OIG and have been since 2016. I am currently assigned to the Tampa Field Office, where I investigate violations of federal law, including health care fraud and conspiracies to commit health care fraud. I have received extensive training in investigations of fraud related to the United States health care system. I have participated in numerous investigations involving health care fraud and conspiracies to commit health care fraud. Furthermore, during these and other investigations, I have participated in search warrants, conducted arrests, reviewed evidence of fraud, and consulted with other agents and law enforcement officers who have seized and/or reviewed evidence of fraud.

2. This affidavit is written in support of a criminal complaint charging ASHLEY HOOBLER PARRIS ("HOOBLER") with conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section

1349, and conspiracy to defraud the United States and to pay and receive illegal health care kickbacks, in violation of Title 18, United States Code, Section 371. Further, as will be discussed below, HOOBLER was captured on recorded calls discussing schemes through which she and her co-conspirators would receive kickbacks in exchange for providing beneficiary information and swabs to laboratory owners and operators, who in turn would submit COVID-19 claims for reimbursement.

3. The facts contained in this affidavit are based on my personal knowledge and observations as well as facts relayed to me by other agents, inspectors, and individuals with knowledge of the events described herein.

4. Based on my training and experience and the facts as set forth in this affidavit, there is probable cause to believe that HOOBLER and co-conspirators, known and unknown, committed the crimes enumerated above in the Middle District of Florida, and elsewhere.

5. This affidavit does not contain all the facts of this investigation known to me or to other law enforcement personnel. Rather, it sets forth only those facts necessary to establish probable cause in support of this criminal complaint against HOOBLER.

THE MEDICARE PROGRAM

6. The Medicare Program ("Medicare") was a federally funded program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. Medicare was administered by the Centers for Medicare and Medicaid Services ("CMS"), a federal agency under the United States Department of Health and Human Services ("HHS"). Individuals who received benefits under Medicare were referred to as Medicare "beneficiaries." Medicare was divided into multiple parts with separate coverages: Part A covered hospital inpatient care; Part B covered physicians' services and outpatient care; Part C covered Medicare Advantage Plans; and Part D covered prescription drugs.

7. Physicians, clinics, and other health care providers, including laboratories, all of which provided services to Medicare beneficiaries, were able to apply for and obtain a "provider number." A health care provider that received a Medicare provider number was able to file claims with Medicare to obtain reimbursement for services provided to beneficiaries.

8. A Medicare claim was required to contain certain important information, including: (a) the Medicare beneficiary's name and Health Insurance Claim Number ("HICN"); (b) a description of the health care benefit, item, or service that was provided or supplied to the beneficiary; (c) the billing codes for the benefit, item, or service; (d) the date upon which the

benefit, item, or service was provided or supplied to the beneficiary; and (e) the name of the referring physician or other health care provider, as well as a unique identifying number, known either as the Unique Physician Identification Number ("UPIN") or National Provider Identifier ("NPI"). The claim form could be submitted in hard copy or electronically.

9. Medicare only paid for services that were medically necessary and reasonable, and which were actually provided as represented. Medicare did not pay claims that were procured based on the payment or receipt of kickbacks and bribes.

10. Medicare was a "Federal health care program" as defined in Title 42, United States Code, Section 1320a-7b(f), and a "health care benefit program" as defined in Title 18, United States Code, Section 24(b).

DIAGNOSTIC TESTING

11. Medicare Part B covered medical testing by clinical laboratories. Some examples of medical tests that fell within the purview of Medicare Part B included:

12. Cancer genomic ("CGX") testing: CGX testing used DNA sequencing to detect mutations in genes that could indicate a higher risk of developing certain types of cancers in the future. CGX testing was not a method of diagnosing whether an individual presently had cancer.

13. COVID-19 testing: COVID-19 testing assessed whether an individual had the novel coronavirus disease 2019, commonly referred to as "COVID-19."

14. Respiratory pathogen panel ("RPP") testing: RPP tests detected certain respiratory viruses and bacterial pathogens. The RPP test did not and could not test for COVID-19. Medicare reimbursement rates for the RPP test were approximately four times higher than Medicare reimbursement rates for the COVID-19 test.

15. Generally, in order to have one of the above-described tests conducted, an individual completed a buccal or nasopharyngeal swab, or a respiratory sample, to collect a specimen, which specimen was then transmitted to a laboratory for testing.

16. Medicare did not cover diagnostic testing that was "not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member." Title 42, United States Code, Section 1395y(a)(1)(A). Except for certain statutory exceptions, Medicare did not cover "examinations performed for a purpose other than treatment or diagnosis of a specific illness, symptoms, complaint or injury." Title 42, Code of Federal Regulations, Section 411.15(a)(1). Among the statutory exceptions Medicare covered were cancer screening tests such as

"screening mammography, colorectal cancer screening tests, screening pelvic exams, [and] prostate cancer screening tests." *Id.*

17. If diagnostic testing was necessary for the diagnosis or treatment of illness or injury, or to improve the functioning of a malformed body member, Medicare imposed additional requirements before covering the testing. Title 42, Code of Federal Regulations, Section 410.32(a) provided, "All diagnostic x-ray tests, diagnostic laboratory tests, and other diagnostic tests must be ordered by the physician who is treating the beneficiary, that is, the physician who furnishes a consultation or treats a beneficiary for a specific medical problem and who uses the results in the management of the beneficiary's specific medical problem." *Id.* "Tests not ordered by the physician who is treating the beneficiary are not reasonable and necessary." *Id.*

18. Because CGX testing did not diagnose cancer, Medicare only covered such tests in limited circumstances, such as when a beneficiary had cancer and the beneficiary's treating physician deemed such testing necessary for the beneficiary's treatment of that cancer. Medicare did not cover CGX testing for beneficiaries who did not have cancer or lacked symptoms of cancer.

RELEVANT INDIVIDUALS AND ENTITIES

19. HOOBLER, also known as Ashley Parris and Ashley Hoobler, was a resident of Gwinnett County, Georgia. HOOBLER's principal place of residence was 2497 Young America Dr., Lawrenceville, Georgia, 30043.

20. Encore Health Enrollment, Inc. was a company incorporated under the laws of Georgia with its principal place of business at HOOBLER's residence, 2497 Young America Dr., Lawrenceville, Georgia, 30043. Encore Health Enrollment was a company incorporated under the laws of Ohio with its principal place of business at 730 Peachtree Street Northeast, #570, Atlanta, Georgia, 30308, located in Fulton County, Georgia. Encore Health Enrollment, Inc. and Encore Health Enrollment, hereinafter referred to collectively as "Encore," purported to be a marketing company for genetic testing services. At all times relevant to this affidavit, HOOBLER was the owner, operator, and registered agent of Encore.

21. Company #1 was a Medicare provider with its principal place of business in Ridgeland, Mississippi, located in Madison County. In particular, Company #1 was a laboratory that purported to provide genetic testing services to Medicare beneficiaries.

22. Cooperator #1 was a resident of Hillsborough County, Florida.

23. Medsymphony, LLC ("Medsymphony") was a company with its principal place of business at 53 North Calibogue Cay Road, Hilton Head Island, South Carolina, 29928, located in Beaufort County, South Carolina. Meetmydoc LLC ("Meetmydoc") was a company with its principal place of business at the same address as Medsymphony, 53 North Calibogue Cay Road, Hilton Head Island, South Carolina, 29928. Medsymphony and Meetmydoc, hereinafter referred to collectively as "Medsymphony," purported to provide telemedicine services[1] to health care providers and beneficiaries.

24. Cooperator #2 was the owner of Medsymphony.

PROBABLE CAUSE

25. HOOBLER was identified during an ongoing investigation of false and fraudulent claims submitted to Medicare that sought reimbursement for laboratory testing services that were (1) not medically necessary and (2) procured through the payment of illegal kickbacks.

26. I know from my training and experience that certain Medicare providers, including laboratories that conduct genetic testing, engage in fraud by pushing CGX tests upon Medicare beneficiaries who do not have a medical

[1] Telemedicine was a means via which doctors and patients could connect with each other through the use of telecommunication technology. Telemedicine companies provided telemedicine services to individuals by hiring doctors and other health care providers. Telemedicine companies typically paid doctors a fee to conduct consultations with patients.

need for these items or do not qualify for these tests under Medicare's rules. The owners and operators of such laboratories often use doctors' groups and marketing groups to aggressively market genetic testing kits to Medicare beneficiaries, without regard to whether the tests are medically necessary or whether the beneficiaries qualify for the tests under Medicare's rules. Based on my training and experience, as an incentive to participate in the fraud, the owners and operators of the laboratories conducting the testing pay illegal kickbacks to the marketing groups in exchange for supplying beneficiaries for testing, typically on a per-test basis. As part of this type of scheme, co-conspirators who operate telemedicine companies also often provide doctors to perform "consultations" with Medicare beneficiaries to justify the issuance of a doctor's order for testing services. Based on my training and experience, I know that in many cases, these doctors do not actually perform the consultation with the beneficiaries, as they are required to do under Medicare's rules and, in exchange for an illegal kickback, instead authorize the tests without conducting valid examinations of the beneficiaries.

27. In this case, the investigation has revealed that Company #1: (a) submitted claims to Medicare for CGX testing of Medicare beneficiaries who were procured through bribes and kickbacks; and (b) created false, fictitious, and fraudulent paperwork to conceal the bribery scheme from Medicare. Between in or around January 2018 and in or around February 2020, Company #1 submitted approximately $111 million in claims to Medicare, of

which Medicare paid approximately $38 million.

28. To submit CGX testing claims to Medicare, Company #1 needed (a) beneficiaries with valid Medicare numbers who were willing to complete a CGX swab; and (b) prescriptions issued by doctors for the genetic testing, also known as doctors' orders ("D.O.s").

29. The investigation has revealed that HOOBLER's role in the scheme was to obtain completed CGX swabs from Medicare beneficiaries and D.O.s for diagnostic testing, and provide them to Company #1, so that Company #1 could submit false and fraudulent claims to Medicare. In exchange, Company #1 paid HOOBLER's purported marketing company, Encore, illegal kickbacks. Company #1 paid these kickbacks to Encore, and HOOBLER, through Cooperator #1. HOOBLER obtained the beneficiaries through other so-called marketers operating in the Middle District of Florida, and elsewhere, who solicited beneficiaries for the genetic testing services without regard to their medical necessity. These "marketers" targeted older individuals at gyms, among other places. HOOBLER, together with Cooperator #1, then obtained the D.O.s for CGX testing by paying illegal kickbacks to Cooperator #2 and Medsymphony, his/her telemedicine company.

A. Evidence of HOOBLER's Involvement in CGX Testing Fraud

30. In sum, HOOBLER and her co-conspirators would obtain Medicare patient information and swabs by having Medicare beneficiaries complete genetic test kits. HOOBLER and her co-conspirators would obtain D.O.s for CGX testing for those beneficiaries by paying illegal kickbacks to co-conspirators at telemedicine companies. HOOBLER also received illegal kickbacks in exchange for sending the completed CGX swabs and D.O.s to a laboratory for processing and billing.

31. Cooperator #1 was charged with conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349, and conspiracy to defraud the United States and receive kickbacks, in violation of Title 18, United States Code, Section 371. It is anticipated that Cooperator #1 will plead guilty to violating Title 18, United States Code, Section 371. Cooperator #1 is presently cooperating with the government.

32. Cooperator #1 informed the government that prior to his/her cooperation, he/she was introduced to HOOBLER in the on or about October 2018 in order to develop a CGX "business deal." Cooperator #1 then began working with HOOBLER directly. Based on HOOBLER's statements to Cooperator #1, Cooperator #1 understood HOOBLER to be the owner of Encore, a marketing company for genetic testing.

33. Cooperator #1 further explained that Cooperator #1 had a pre-existing relationship with Company #1, a laboratory based in Mississippi. Cooperator #1 introduced HOOBLER to Company #1 and brokered a verbal agreement between them. Through that agreement, HOOBLER would receive approximately 40% to 50% of the reimbursement Medicare paid out for purported genetic testing services in exchange for each completed CGX swab and D.O. that HOOBLER referred to Company #1. Cooperator #1 recommended that HOOBLER utilize Medsymphony for telemedicine consults to obtain D.O.s, which she did. Cooperator #1 paid HOOBLER's telemedicine fees directly to Medsymphony on her behalf, which was approximately $100-$125 per test.[2] Medsymphony sent the invoices for D.O.s directly to Cooperator #1. In return for his/her participation in this arrangement, Cooperator #1 would receive a portion of the illegal kickbacks paid by Company #1 for completed CGX swabs and D.O.s that HOOBLER and Cooperator #1 referred to Company #1.

34. Cooperator #1 further told law enforcement that he/she would initially receive payments from Company #1 for completed CGX swabs and

[2] Cooperator #1 explained that his/her agreement with HOOBLER was that Cooperator #1 was responsible for paying kickbacks to Cooperator #2 and the owners and operators of Medsymphony in exchange for the D.O.s from Medsymphony on behalf of HOOBLER. According to Cooperator #1, Medsymphony originally charged approximately $100 per CGX test D.O., but later increased that to approximately $125 per CGX test D.O.

D.O.s that HOOBLER submitted. Cooperator #1 stated that he/she would then pay HOOBLER her percentage portion of the kickback received from Company #1. Cooperator #1 clarified that he/she stopped working with HOOBLER in or around April 2019. Cooperator #1 stated that he/she believed Company #1 stopped submitting kickback payments around this time. According to Cooperator #1, as of the time when Cooperator #1 began cooperating, Company #1 still owed HOOBLER monies for completed CGX swabs and D.O.s that HOOBLER had submitted to Company #1 prior to April 2019.

35. On or about May 25, 2019, Cooperator #1 emailed HOOBLER at AHOOBLER@ENCOREHEALTHENROLLMENT.COM. The email was titled "ENC to date." The email contained an attached Excel spreadsheet showing a listing of Medicare beneficiaries referred by HOOBLER, through Encore, to Company #1 and amounts paid by Company #1 to HOOBLER in exchange for those referrals to date. The spreadsheet listed total charges as $1,629,256.93, with total payments as $782,968.92.

36. A preliminary review of Cooperator #1's banking records corroborated Cooperator #1's description of the scheme. Specifically, this preliminary review showed that, before Cooperator #1 began cooperating in this investigation, Company #1 made multiple wire payments to Cooperator #1, and Cooperator #1 made multiple wire payments to HOOBLER. The

wire transfers from Cooperator #1 to HOOBLER identified to date total approximately more than $100,000.

37. In or around February 2020, at the direction of law enforcement, Cooperator #1 began conducting consensually monitored and recorded phone calls and text messages with HOOBLER. As described below, the recorded calls and messages captured discussions with HOOBLER about illegal kickback payments and the creation of fake, backdated invoices.

38. On or about February 25, 2020, Cooperator #1 and HOOBLER spoke on the phone. During the call, Cooperator #1 asked HOOBLER if Company #1 still owed her any monies for the swabs and D.O.s HOOBLER submitted to Company #1, which enabled Company #1 to submit genetic test claims to Medicare. HOOBLER indicated that Company #1 still owed her money. Cooperator #1 told HOOBLER that if she put together a list of the monies that Company #1 owed, he/she could try to get Company #1 to pay the outstanding amounts. HOOBLER stated, "Oh, okay, yeah, we could do that."

39. On or about March 4, 2020, Cooperator #1 and HOOBLER spoke on the phone regarding the genetic testing claims for which Company #1 still owed HOOBLER illegal kickbacks. During the call, HOOBLER stated that she was preparing a spreadsheet listing Medicare beneficiaries she had referred to Company #1 for cancer genetic testing, but had not received

payment on. HOOBLER stated that the list included approximately 220 genetic tests. HOOBLER added that she could not recall what percentage of each claim Company #1 had agreed to pay her. HOOBLER asked Cooperator #1[3] what percentage she should list in her spreadsheet. Cooperator #1 suggested that HOOBLER should list it at 45% to 50% of the Medicare reimbursement.

40. On or about March 4, 2020, HOOBLER emailed Cooperator #1 from AHOOBLER@ENCOREHEALTHENROLLMENT.COM. The email was titled "Company #1." The email stated, "..., The sheet is attached below for Company #1. Thank you!! Cordially, Ashley HOOBLER, Vice President, Encore Health Enrollment." Attached was a spreadsheet from HOOBLER titled "[COMPANY #1] OUTSTANDING." The spreadsheet contained a list of Medicare beneficiaries sent to Company #1 from Encore, dates the genetic tests were sent to the lab, and expected Medicare reimbursement amounts. The spreadsheet contained the following totals:

60 personals $415,918.80	149 family $736,788.61
TOTAL = $1,152,707.41	50% = $576,353.70

41. On or about March 13, 2020, Cooperator #1 and HOOBLER spoke on the phone about outstanding payments from Company #1. Cooperator #1 told HOOBLER that Company #1 was going to need some

[3] Cooperator #1 is not a medical professional.

type of invoice to detail why they were paying her, because they were concerned about an audit in the future and wanted to make sure they "paper the file."

42. Cooperator #1 and HOOBLER agreed that they should create invoices for their purported "marketing services," and that the invoices should be broken down into hourly services. HOOBLER further agreed to submit the fraudulent invoices. Later the same day, HOOBLER sent the hourly invoices from Encore to Cooperator #1 using email address AHOOBLER@ENCOREHEALTHENROLLMENT.COM.

43. On or about March 13, 2020, HOOBLER emailed Cooperator #1 from AHOOBLER@ENCOREHEALTHENROLLMENT.COM. The email was titled "new invoice." The email contained two fake hourly invoices from Encore, which disguised percentage payments for Medicare reimbursements from Company #1.[4] The invoices were back dated to April and May 2019. The total dollar amount combined for the invoices equaled $576,350. This dollar amount is in line with the 50% = $576,353.70 listed on the spreadsheet titled "COMPANY #1 OUTSTANDING" sent from

[4] The invoices describe the services provided as "[p]roduct assembly, order processing, product distribution, in-bound and out-bound shipping, customer service, set up and maintenance of IT teams, tracking and reporting, administrative assistance." However, as detailed herein, HOOBLER was seeking kickback payments for sourcing Medicare beneficiaries.

AHOOBLER@ENCOREHEALTHENROLLMENT.COM to Cooperator #1 on March 4, 2020, referenced above in paragraph 41.

44. Cooperator #2, the owner of Medsymphony, is also cooperating with the United States. On or about September 27, 2019, Cooperator #2 was indicted and charged in a 24-count indictment with offenses including conspiracy to commit health care fraud and wire fraud, health care fraud, conspiracy to defraud the United States and pay and receive kickbacks, and receipt of kickbacks. On or about February 27, 2020, Cooperator #2 pleaded guilty to conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349. As part of his/her plea agreement, Cooperator #2 agreed to cooperate with the government. Cooperator #2's plea agreement contains a cooperation provision requiring that s/he cooperate with the government and provide complete and truthful assistance.

45. Cooperator #2 has confirmed that he/she had a business relationship with Cooperator #1 and HOOBLER through which Cooperator #2 would receive illegal kickback payments from Cooperator #1 in exchange for the approval of D.O.s authorizing CGX testing. Cooperator #2 also indicated that HOOBLER knew about this kickback arrangement.

46. In addition, HHS OIG agents obtained a federal warrant to search and seize HOOBLER's cellular phone. On or about April 10, 2020, HHS agents served and executed said warrant. At that time, HOOBLER

voluntarily agreed to speak with the agents who seized her phone. Among other things, HOOBLER confirmed that she was the owner of Encore. HOOBLER further confirmed that Encore worked on genetic testing and had an association with telemedicine doctors. HOOBLER told agents that she worked with Cooperator #1 in sending CGX samples to Company #1. According to HOOBLER, she received 20% of what Company #1 was reimbursed by Medicare. HOOBLER also told the agents that she would input information into Medsymphony's online portal and later download D.O.s from Medsymphony's system. However, HOOBLER denied knowledge of how Medsymphony was paid.

B. HOOBLER's Discussions of COVID-19 Related Fraud

47. Based on my training and experience, as well as the investigation of this matter, I know that since the emergence of the COVID-19 pandemic, certain laboratory owners and operators have been willing to pay illegal kickbacks in exchange for completed COVID-19 and RPP tests. As described below, HOOBLER was captured on recorded calls discussing schemes through which she and her co-conspirators would receive kickbacks in exchange for providing beneficiary information and swabs to laboratory owners and operators, who in turn would submit claims for reimbursement.

48. Specifically, on a recorded call that occurred on or about March 18, 2020, HOOBLER told Cooperator #1 that she was working with a lab that

would pay a $100 kickback for every COVID-19 test submitted. During the call, HOOBLER explained that the lab she was speaking to would pay the $100 kickback if the "marketer" would provide the lab with a completed COVID-19 test and a completed RPP test for each Medicare beneficiary that was referred. HOOBLER described the RPP test as a "swab" and the COVID-19 test as a "mouth wash." As the call progressed, Cooperator #1 stated, "... the $100 is because you will be able to make it up on the RPP... you are going to be able to sell it because everyone wants the Corona test done ..." HOOBLER responded, "exactly."

49. On a recorded call that occurred on or about March 23, 2020, HOOBLER told Cooperator #1 that she was in contact with more than one laboratory. HOOBLER explained that there was some difficulty in finding the swabs needed to conduct the COVID-19 test. HOOBLER further explained that one of the laboratories that she was in contact with ("Lab #1") was interested in paying a $125 kickback for each submission of a COVID-19 test that was combined with an RPP test.

50. On a recorded call that occurred on or about March 25, 2020, HOOBLER told Cooperator #1 that multiple labs that she was speaking with were interested in proceeding with receiving COVID-19 tests combined with RPP tests.

51. On a recorded call that occurred on or about March 26, 2020, HOOBLER told Cooperator #1 that another lab that she was in communication with ("Lab #2") could not bill for the COVID-19 test and the RPP test at the same time because "they" put a stop to it "because they know what people are doing." HOOBLER added that Lab #2 actually was affiliated with multiple labs, and would look into whether they could split the COVID-19 test and the RPP test for the same patient across more than one laboratory. Based on my training and experience, as well as my knowledge of this investigation, I understand that one reason to split the RPP test and the COVID-19 test across more than one laboratory would be to disguise that both tests are being performed at the same time.

52. On or about March 30, 2020, HOOBLER and Cooperator #1 discussed the COVID-19 scheme on the phone. This time, HOOBLER informed Cooperator #1 that Lab #2 was only interested in proceeding with the RPP test and did not want to pay for COVID-19 tests. HOOBLER added that Lab #2 could pay out a $150 kickback in exchange for each RPP sample submitted to the lab. During the call, HOOBLER also discussed submitting COVID-19 tests and RPP tests to Lab #1, which was still interested in receiving both tests in exchange for kickbacks. HOOBLER confirmed that Lab #1 was still interested in bundling the COVID-19 test with the RPP test.

CONCLUSION

53. Wherefore, based upon the above information, I respectfully submit that there is probable cause to believe that, in the Middle District of Florida and elsewhere, HOOBLER did knowingly and willfully commit conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349, and conspiracy to defraud the United States and to pay and receive illegal health care kickbacks, in violation of Title 18, United States Code, Section 371.

54. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief this 14th day of May, 2020, in Tampa, Florida.

FURTHER AFFIANT SAYETH NAUGHT

Derek Maloney

Derek Maloney
Special Agent
HHS OIG

by telephone

Subscribed and sworn before me this 14 day of May, 2020 in Tampa, Florida.

SEAN FLYNN
UNITED STATES MAGISTRATE JUDGE