

Filed 5/6/16

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 16-20334-Cr-Lenard/Goodman

- 18 U.S.C. § 1349
- 18 U.S.C. § 1347
- 18 U.S.C. § 371
- 18 U.S.C. § 1956(h)
- 18 U.S.C. § 1956(a)(1)(B)(i)
- 18 U.S.C. § 2
- 18 U.S.C. § 982

UNITED STATES OF AMERICA

vs.

EDGARDO LOBO,  
ILEANA CALVO,  
and  
JUAN CARLOS ACOSTA,

Defendants.

\_\_\_\_\_ /

**INDICTMENT**

The Grand Jury charges that:

**GENERAL ALLEGATIONS**

At all times material to this Indictment:

**The Medicare Program**

1. 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. The benefits available under Medicare were governed by federal statutes and regulations. The United States Department of Health and Human Services, through its agency, the Centers for Medicare and Medicaid Services ("CMS"), oversaw and administered Medicare.

Individuals who received benefits under Medicare were commonly referred to as Medicare “beneficiaries.”

2. Medicare programs covering different types of benefits were separated into different program “parts.” Part D of the Medicare Program subsidized the costs of prescription drugs for Medicare beneficiaries in the United States. It was enacted as a part of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 and went into effect on January 1, 2006.

3. In order to receive Part D benefits, a beneficiary enrolled in a Medicare drug plan. Medicare drug plans were operated by private companies approved by Medicare. Those companies were often referred to as drug plan “sponsors.” A beneficiary in a Medicare drug plan could fill a prescription at a pharmacy and use his or her plan to pay for some or all of the prescription.

4. A pharmacy could participate in the Part D Program by entering a retail network agreement directly with a plan or with one or more Pharmacy Benefit Managers (“PBMs”). A PBM acted on behalf of one or more Medicare drug plans. Through a plan’s PBM, a pharmacy could join the plan’s network. When a Part D beneficiary presented a prescription to a pharmacy, the pharmacy submitted a claim either directly to the plan or to a PBM that represented the beneficiary’s Medicare drug plan. The plan or PBM determined whether the pharmacy was entitled to payment for each claim and periodically paid the pharmacy for outstanding claims. The drug plan’s sponsor reimbursed the PBM for its payments to the pharmacy.

5. A pharmacy could also submit claims to a Medicare drug plan to whose network the pharmacy did not belong. Submission of such out-of-network claims was not common and often resulted in smaller payments to the pharmacy by the drug plan sponsor.

6. Medicare, through CMS, compensated the Medicare drug plan sponsors. Medicare paid the sponsors a monthly fee for each Medicare beneficiary of the sponsors' plans. Such payments were called capitation fees. The capitation fee was adjusted periodically based on various factors, including the beneficiary's medical conditions. In addition, in some cases where a sponsor's expenses for a beneficiary's prescription drugs exceeded that beneficiary's capitation fee, Medicare reimbursed the sponsor for a portion of those additional expenses.

7. Medicare and Medicare drug plan sponsors were "health care benefit program[s]," as defined by Title 18, United States Code, Section 24(b).

#### **Medicare Drug Plan Sponsors**

8. Silverscript Insurance Company ("Silverscript"), Wellcare Prescription Insurance, Inc. ("Wellcare"), United American Insurance Company ("United American"), United Healthcare Insurance Company ("United Healthcare"), Medco Containment Life Insurance Company ("Medco"), and Blue Cross and Blue Shield of Florida, Inc. ("BCBS Florida") were Medicare drug plan sponsors (collectively, "Medicare drug plan sponsors").

#### **The Defendants, Related Individuals and Entities**

9. Vivi Pharmacy LLC ("Vivi Pharmacy") was a Florida corporation, incorporated on or about March 10, 2011, with its principal place of business in Miami-Dade County, in the Southern District of Florida. Vivi Pharmacy did business as a pharmacy that purportedly provided prescription drugs to Medicare beneficiaries, among others.

10. Capital Pharmacy and Discount, Inc. ("Capital Pharmacy") was a Florida corporation, incorporated on or about September 6, 2011, with its principal place of business in Miami-Dade County, in the Southern District of Florida. Capital Pharmacy did business as a pharmacy that purportedly provided prescription drugs to Medicare beneficiaries, among others.

11. Alex Hope of Miracle, Inc. (“Alex Hope of Miracle”) was a Florida corporation, incorporated on or about April 20, 2012, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

12. Lycan Services, Inc. (“Lycan Services”) was a Florida corporation, incorporated on or about August 21, 2012, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

13. Pharmmed Delivery Service Corp. (“Pharmmed Delivery”) was a Florida corporation, incorporated on or about July 12, 2013, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

14. Oshun Pharmacy Discount Inc. (“Oshun Pharmacy”) was a Florida corporation, incorporated on or about August 15, 2013, with its principal place of business in Miami-Dade County, in the Southern District of Florida. Oshun Pharmacy did business as a pharmacy that purportedly provided prescription drugs to Medicare beneficiaries, among others.

15. Universal Healthcare Consultants Corp. (“Universal Healthcare”) was a Florida corporation, incorporated on or about August 21, 2013, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

16. Accalia Creative Laboratory Inc. (“Accalia Creative”) was a Florida corporation, incorporated on or about June 12, 2014, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

17. Thunder Delivery Corp. (“Thunder Delivery”) was a Florida corporation, incorporated on or about June 19, 2014, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

18. Formula Pharmaceuticals Enterprise Corp. (“Formula Pharmaceuticals”) was a Florida corporation, incorporated on or about August 26, 2014, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

19. Defendant **EDGARDO LOBO**, a resident of Miami-Dade County, was an employee of Vivi Pharmacy; the owner, president and registered agent of Oshun Pharmacy; the president and registered agent of Lycan Services; the president of Accalia Creative; and the president, director and registered agent of Formula Pharmaceuticals.

20. Defendant **ILEANA CALVO**, a resident of Miami-Dade County, was the president and registered agent of Universal Healthcare.

21. Defendant **JUAN CARLOS ACOSTA**, a resident of Miami-Dade County, was the president and registered agent of Pharmmed Delivery.

22. Lazaro Del Rio was a resident of Miami-Dade County.

23. Yocis Nunez was a resident of Miami-Dade County and the president and registered agent of Alex Hope of Miracle.

24. Hector Anzardo was a resident of Miami-Dade County.

25. Yanella Nunez was a resident of Miami-Dade County.

26. Yaima Villaescusa was a resident of Miami-Dade County and the incorporator, registered agent, and president of Thunder Delivery, as well as the president and registered agent of Capital Pharmacy.

27. Isabel Medina was a resident of Miami-Dade County.

**COUNT 1**  
**Conspiracy to Commit Health Care Fraud and Wire Fraud**  
**(18 U.S.C. § 1349)**

1. Paragraphs 1 through 27 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April of 2012, through in or around June of 2015, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**EDGARDO LOBO,**  
**ILEANA CALVO,**  
**and**  
**JUAN CARLOS ACOSTA,**

did willfully, that is with the intent to further the objects of the conspiracy, and knowingly, combine, conspire, confederate and agree with each other and others known and unknown to the Grand Jury, including Lazaro Del Rio, Yocis Nunez, Hector Anzardo, Yanella Nunez, Yaima Villaescusa, and Isabel Medina, to commit offenses against the United States, namely:

a. to knowingly and willfully execute a scheme and artifice to defraud a health care benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is, Medicare and various Medicare drug plan sponsors, including Silverscript, Wellcare, United American, United Healthcare, Medco, and BCBS Florida, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of said health care benefit programs, in connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, Section 1347; and

b. to knowingly and with the intent to defraud devise and intend to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations,

and promises were false and fraudulent when made, and did knowingly transmit and cause to be transmitted, by means of wire communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

### **PURPOSE OF THE CONSPIRACY**

3. It was a purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by, among other things: (a) paying kickbacks and bribes to ensure that Medicare beneficiaries would serve as patients at Vivi Pharmacy, Oshun Pharmacy, and Capital Pharmacy; (b) submitting and causing the submission of false and fraudulent claims to health care benefit programs; (c) concealing the submission of false and fraudulent claims to health care benefit programs; and (d) diverting fraud proceeds for their personal use, the use and benefit of others, and to further the fraud.

### **MANNER AND MEANS OF THE CONSPIRACY**

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things, the following:

4. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators paid bribes and kickbacks to individuals, and caused bribe and kickback payments to be made to individuals, for the purpose of obtaining Medicare beneficiaries' identifying information to use in conjunction with submission of false and fraudulent claims to the Medicare Part D Program through Vivi Pharmacy and Oshun Pharmacy.

5. **EDGARDO LOBO** and his co-conspirators falsified and altered prescriptions to include expensive medications that were not medically necessary and not provided to Medicare beneficiaries.

6. **EDGARDO LOBO** paid kickbacks and bribes in return for prescriptions for medications which were not medically necessary and not provided to Medicare beneficiaries.

7. **JUAN CARLOS ACOSTA** and his co-conspirators solicited and received bribes and kickbacks from the owners and operators of Vivi Pharmacy, Oshun Pharmacy and Capital Pharmacy, including **EDGARDO LOBO**, in return for recruiting Medicare beneficiaries to serve as patients. False and fraudulent prescriptions were used to file false and fraudulent prescription drug claims for these recruited beneficiaries under Medicare Part D through Vivi Pharmacy, Oshun Pharmacy and Capital Pharmacy.

8. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators wrote checks, and caused checks to be cashed, for the purpose of paying cash kickbacks, diverting proceeds of the fraud, and to conceal and further the fraud at Vivi Pharmacy, Oshun Pharmacy and Capital Pharmacy.

9. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators caused false and fraudulent prescription drug claims to be submitted under Medicare Part D through Vivi Pharmacy, Oshun Pharmacy and Capital Pharmacy.

10. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators submitted and caused Vivi Pharmacy and Oshun Pharmacy to submit, via interstate wire transmissions, claims that falsely and fraudulently represented that various health care benefits, primarily prescription medications, were medically necessary, prescribed by a doctor, and had been provided by Vivi Pharmacy, Oshun Pharmacy and Capital Pharmacy to Medicare beneficiaries.



11. As a result of such false and fraudulent claims, Medicare prescription drug plan sponsors, through their PBMs, made overpayments funded by the Medicare Part D Program to corporate bank accounts for Vivi Pharmacy and Oshun Pharmacy.

12. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators used the proceeds from the false and fraudulent Medicare Part D claims for their own use, the use of others, and to further the fraud.

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

**COUNTS 2-6**  
**Health Care Fraud**  
**(18 U.S.C. § 1347)**

1. Paragraphs 1 through 27 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April of 2012, through in or around June of 2015, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**EDGARDO LOBO,**

in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, a scheme and artifice to defraud a health care benefit program affecting commerce, as defined by Title 18, United States Code, Section 24(b), that is, Medicare and various Medicare drug plan sponsors, including Silverscript, Wellcare, United American, United Healthcare, BCBS Florida, and Medco, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care benefit programs.

**Purpose of the Scheme and Artifice**

3. It was a purpose of the scheme and artifice for the defendant and his accomplices to unlawfully enrich themselves by, among other things: (a) paying kickbacks and bribes to ensure that Medicare beneficiaries would serve as patients at Vivi Pharmacy, Oshun Pharmacy, and Capital Pharmacy; (b) submitting and causing the submission of false and fraudulent claims to health care benefit programs; (c) concealing the submission of false and fraudulent claims to health care benefit programs, and the receipt and transfer of fraud proceeds; and (d) diverting fraud proceeds for their personal use, the use and benefit of others, and to further the fraud.

**The Scheme and Artifice**

4. The allegations contained in paragraphs 4 through 12 of the Manner and Means section of Count 1 of this Indictment are realleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

**Acts in Execution or Attempted Execution of the Scheme and Artifice**

5. On or about the dates set forth as to each count below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**EDGARDO LOBO,**

in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, the above-described scheme and artifice to defraud a health care benefit program affecting commerce, as defined by Title 18, United States Code, Section 24(b), that is, Medicare and various Medicare drug plan sponsors, including Silverscript, Wellcare, United American, United Healthcare, BCBS Florida, and Medco, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care

benefit programs, in that the defendant and his accomplices submitted and caused the submission of false and fraudulent claims seeking the identified dollar amounts, and representing that Vivi Pharmacy and Oshun Pharmacy provided pharmaceutical items and services to Medicare beneficiaries pursuant to physicians' orders and prescriptions:

Count	Medicare Beneficiary Initials & Pharmacy	Approx. Date of Submission of Claim	Claim Number	Medicare Drug Plan Sponsor	Item Claimed; Approx. Amount Paid
2	M.C. (Vivi)	05/02/2013	167373162100001811	Wellcare	Calcipotrien Cream .005%; \$643
3	E.M. (Vivi)	09/09/2013	59990878563940024059	United American	Nexium Cap 40 MG; \$220
4	P.M. (Vivi)	12/24/2013	30740779112144154072	Medco	Acitretin Capsule 10 MG; \$1,822
5	R.C. (Oshun)	11/26/2014	143074586733003999	BCBS Florida	Diclofenac Gel 3%; \$793
6	D.C. (Oshun)	1/12/2015	143533837505017999	BCBS Florida	Seroquel XR Tab 200 MG; \$424

In violation of Title 18, United States Code, Sections 1347 and 2.

**COUNT 7**

**Conspiracy to Defraud the United States and Pay and Receive Health Care Kickbacks  
(18 U.S.C. § 371)**

1. Paragraphs 1 through 27 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April of 2012, through in or around June of 2015, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**EDGARDO LOBO,  
ILEANA CALVO,  
and  
JUAN CARLOS ACOSTA,**

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, and agree with each other, and others known and unknown to the Grand Jury, and to commit certain offenses against the United States, namely:

a. to defraud the United States by impairing, impeding, obstructing, and defeating through deceitful and dishonest means, the lawful government functions of the United States Department of Health and Human Services in its administration and oversight of the Medicare program in violation of Title 18, United States Code, Section 371;

b. to violate Title 42, United States Code, Section 1320a-7b(b)(1)(A), by knowingly and willfully soliciting and receiving any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part by a Federal health care program, that is, Medicare; and

c. to violate Title 42, United States Code, Section 1320a-7b(b)(2)(A), by knowingly and willfully offering and paying any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, to a person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part by a Federal health care program, that is, Medicare.

### PURPOSE OF THE CONSPIRACY

3. It was a purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by: (1) offering, paying, soliciting, and receiving kickbacks and bribes in return for referring Medicare beneficiaries to Vivi Pharmacy, Oshun Pharmacy, and Capital Pharmacy to serve as patients; and (2) submitting and causing the submission of claims to Medicare, and Medicare drug plan sponsors, for prescription medications that Vivi Pharmacy, Oshun Pharmacy, and Capital Pharmacy purportedly provided to those beneficiaries.

### MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among others, the following:

4. **EDGARDO LOBO** and Yocis Nunez provided checks to co-conspirators, including **ILEANA CALVO** and **JUAN CARLOS ACOSTA**, to deposit and cash, knowing that the monies would be used to pay kickbacks to Medicare beneficiaries, to owners of assisted living facilities (“ALFs”), and to patient recruiters who referred Medicare beneficiaries to Vivi Pharmacy and Oshun Pharmacy.

5. **JUAN CARLOS ACOSTA** solicited and received kickbacks from other co-conspirators, such as **EDGARDO LOBO**, in return for referring Medicare beneficiaries to Vivi Pharmacy and Oshun Pharmacy to serve as patients.

6. **EDGARDO LOBO** and his co-conspirators offered and paid kickbacks to co-conspirator patient recruiters, including **JUAN CARLOS ACOSTA**, in return for referring Medicare beneficiaries to Vivi Pharmacy to serve as patients.

7. **EDGARDO LOBO** and his co-conspirators offered and paid kickbacks to co-conspirators, including **ILEANA CALVO** and **JUAN CARLOS ACOSTA**, in return for referring Medicare beneficiaries to Oshun Pharmacy to serve as patients.

8. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators caused Vivi Pharmacy to submit claims to Medicare for prescription medications purportedly provided to the recruited Medicare beneficiaries.

9. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators caused Part D of the Medicare Program to pay Vivi Pharmacy based upon the claims for prescription medications purportedly provided to the recruited Medicare beneficiaries.

10. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators caused Oshun Pharmacy to submit claims to Medicare for prescription medications purportedly provided to the recruited Medicare beneficiaries.

11. **EDGARDO LOBO, ILEANA CALVO, JUAN CARLOS ACOSTA**, and their co-conspirators caused Part D of the Medicare Program to pay Oshun Pharmacy based upon the claims for home health services purportedly provided to the recruited Medicare beneficiaries.

#### **OVERT ACTS**

In furtherance of the conspiracy, and to accomplish its objects and purpose, at least one co-conspirator committed and caused to be committed, in the Southern District of Florida, at least one of the following overt acts, among others:

1. On or about July 1, 2013, **JUAN CARLOS ACOSTA** endorsed check no. 1403 from Vivi Pharmacy's JPMorgan Chase account ending x5379, in the approximate amount of \$1,212.

2. On or about July 2, 2013, **JUAN CARLOS ACOSTA** endorsed check no. 1405 from Vivi Pharmacy's JPMorgan Chase account ending x5379, in the approximate amount of \$1,173.

3. On or about August 6, 2013, **JUAN CARLOS ACOSTA** endorsed check no. 1460 from Vivi Pharmacy's JPMorgan Chase account ending x5379, in the approximate amount of \$2,900, made out to Pharmmed Delivery.

4. On or about August 6, 2013, **JUAN CARLOS ACOSTA** endorsed check no. 1458 from Vivi Pharmacy's JPMorgan Chase account ending x5379, in the approximate amount of \$600, made out to him personally.

5. On or about April 28, 2014, **EDGARDO LOBO** wrote check no. 415 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to **ILEANA CALVO**'s company, Universal Healthcare Consultants, in the approximate amount of \$8,750.

6. On or about April 29, 2014, **EDGARDO LOBO** wrote check no. 416 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to Universal Healthcare Consultants, in the approximate amount of \$8,750.

7. On or about May 6, 2014, **EDGARDO LOBO** wrote check no. 428 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to Pharmmed Delivery in the approximate amount of \$180, for "0.1 charge," which **JUAN CARLOS ACOSTA** endorsed.

8. On or about May 6, 2014, **EDGARDO LOBO** wrote check no. 435 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to **JUAN CARLOS ACOSTA** in the approximate amount of \$600, for "Week May (5-7) 2014," which he endorsed.

9. On or about May 27, 2014, **EDGARDO LOBO** wrote check no. 461 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to Universal Healthcare Consultants, in the approximate amount of \$8,000.

10. On or about May 28, 2014, **EDGARDO LOBO** wrote check no. 462 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to Universal Healthcare Consultants, in the approximate amount of \$9,000.

11. On or about May 29, 2014, **EDGARDO LOBO** wrote check no. 463 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to Universal Healthcare Consultants, in the approximate amount of \$8,500.

12. On or about May 30, 2014, **EDGARDO LOBO** wrote check no. 464 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to Universal Healthcare Consultants, in the approximate amount of \$7,000.

13. On or about October 28, 2014, **EDGARDO LOBO** wrote check no. 949 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to **JUAN CARLOS ACOSTA** in the approximate amount of \$9,000, which he endorsed.

14. On or about October 29, 2014, **EDGARDO LOBO** wrote check no. 952 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to Pharmmed Delivery in the approximate amount of \$2,000, which **JUAN CARLOS ACOSTA** endorsed.

15. On or about October 29, 2014, **EDGARDO LOBO** wrote check no. 939 from Oshun Pharmacy's JPMorgan Chase account ending x0868 to Pharmmed Delivery in the approximate amount of \$600, which **JUAN CARLOS ACOSTA** endorsed.

All in violation of Title 18, United States Code, Section 371.

**COUNT 8**  
**Conspiracy to Commit Money Laundering**  
**(18 U.S.C. § 1956(h))**

From in or around August of 2013, through in or around June of 2015, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,



**EDGARDO LOBO,  
ILEANA CALVO,  
and  
JUAN CARLOS ACOSTA,**

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate, and agree with each other and others known and unknown to the grand jury, to knowingly conduct and attempt to conduct a financial transaction affecting interstate commerce, which transaction involved the proceeds of specified unlawful activity, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that such transaction was designed, in whole and in part, to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

It is further alleged that the specified unlawful activity is conspiracy to commit health care fraud and wire fraud, in violation of Title 18, United States Code, Section 1349, and conspiracy to pay and receive health care kickbacks, in violation of Title 18, United States Code, Section 371.

All in violation of Title 18, United States Code, Section 1956(h).

**COUNTS 9-17  
Money Laundering  
(18 U.S.C. § 1956(a)(1)(B)(i))**

On or about the dates specified as to each count below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**EDGARDO LOBO,  
ILEANA CALVO,  
and  
JUAN CARLOS ACOSTA,**

as specified in each count below, did knowingly conduct and attempt to conduct a financial transaction affecting interstate commerce, which transaction involved the proceeds of specified unlawful activity, knowing that the property involved in the financial transaction was designed, in whole and in part, to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity, as set forth below:

<b>COUNT</b>	<b>DEFENDANT(S)</b>	<b>APPROXIMATE DATE OF TRANSACTION</b>	<b>DESCRIPTION OF TRANSACTION</b>
<b>9</b>	<b>ILEANA CALVO</b>	12/10/2013	\$4,920 check to Alex Hope of Miracle from Universal Healthcare Consultants account ending x5317
<b>10</b>	<b>ILEANA CALVO</b>	12/24/2013	\$4,500 check to Yanella Nunez from Universal Healthcare Consultants account ending x5317
<b>11</b>	<b>EDGARDO LOBO</b>	7/22/2014	\$8,500 check to Thunder Delivery Corp. from Oshun Pharmacy account ending x0868 for "Gamma"
<b>12</b>	<b>EDGARDO LOBO; JUAN CARLOS ACOSTA</b>	7/23/2014	\$10,000 check to Pharmmed Delivery Services from Oshun Pharmacy account ending x0868
<b>13</b>	<b>EDGARDO LOBO; JUAN CARLOS ACOSTA</b>	7/23/2014	\$3,000 check to Pharmmed Delivery Services from Oshun Pharmacy account ending x0868
<b>14</b>	<b>EDGARDO LOBO</b>	7/24/2014	\$5,000 check to Lycan Services, Inc. from Oshun Pharmacy account ending x0868 for "Gamma"

COUNT	DEFENDANT(S)	APPROXIMATE DATE OF TRANSACTION	DESCRIPTION OF TRANSACTION
15	EDGARDO LOBO	7/25/2014	\$7,500 check to Thunder Delivery Corp. from Oshun Pharmacy account ending x0868
16	EDGARDO LOBO	7/25/2014	\$5,000 check to Accalia Creative Laboratories, Inc. from Oshun Pharmacy account ending x0868 for "Gamma"
17	EDGARDO LOBO; JUAN CARLOS ACOSTA	7/28/2014	\$10,000 check to Pharmmed Delivery Services from Oshun Pharmacy account ending x0868

It is further alleged that the specified unlawful activity is conspiracy to commit health care fraud and wire fraud, in violation of Title 18, United States Code, Section 1349, and conspiracy to pay and receive health care kickbacks, in violation of Title 18, United States Code, Section 371.

In violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.

**FORFEITURE**  
**(18 U.S.C. § 982)**

1. The allegations contained in this Indictment are re-alleged and incorporated by reference as though fully set forth herein for the purpose of alleging criminal forfeiture to the United States of America of certain property in which one or more of the defendants, **EDGARDO LOBO, ILEANA CALVO, and JUAN CARLOS ACOSTA**, have an interest.

2. Upon conviction of a violation alleged in Counts 1 through 7 of this Indictment, the defendants so convicted shall forfeit to the United States of America, pursuant to Title 18,

United States Code, Section 982(a)(7), all property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of such violation.

3. Upon conviction of a violation alleged in Counts 8 through 17 of this Indictment, the defendants so convicted shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(1), all property, real or personal, involved in such offense, or any property traceable to such property.

4. The property which is subject to forfeiture pursuant to Title 18, United States Code, Section 982(a)(7) or Title 18, United States Code, Section 982(a)(1), includes, includes, but is not limited to:

(a) All principal, deposits, interest, dividends and other amounts credited to account number ending in 8516 held at JP Morgan Chase Bank, N.A., in the name of **EDGARDO LOBO**;

(b) All principal, deposits, interest, dividends and other amounts credited to account number ending in 6870 held at JP Morgan Chase Bank, N.A. in the name of Lycan Services, Inc.;

(c) All principal, deposits, interest, dividends and other amounts credited to account number ending in 5317 held at JP Morgan Chase Bank, N.A., in the name of Universal Healthcare Consultants Corp.;

(d) All principal, deposits, interest, dividends and other amounts credited to account number ending in 7328 held at JP Morgan Chase Bank, N.A., in the name of Universal Healthcare Consultants Corp.;

(e) a sum of approximately \$4.8 million (US) which is equal in value to the gross proceeds traceable to the commission of the violations alleged in Counts 1 through 7 of this

Indictment, and which the United States will seek as a forfeiture money judgment, jointly and severally, against the convicted defendants as part of their respective sentences; and

(f) a sum of money of approximately \$4.8 million (US) which is equal to the property involved in, or traceable to the violations alleged in Counts 8 through 17 of this Indictment, and which the United States will seek as a forfeiture money judgment, jointly and severally, against the convicted defendants as part of their respective sentences.

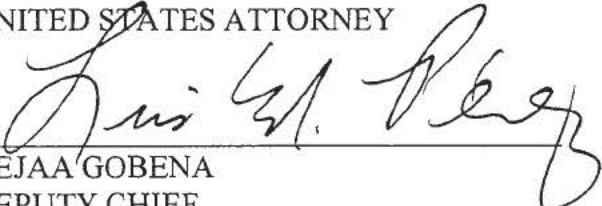
All pursuant to Title 18, United States Code, Sections 982(a)(7) and (a)(1), and the procedures set forth at Title 21, United States Code, Section 853 made applicable by Title 18, United States Code, Section 982(b).

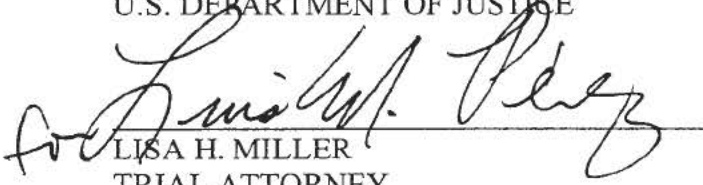
A TRUE BILL



FOREPERSON

  
WIFREDO A. FERRER  
UNITED STATES ATTORNEY

  
GEJAA GOBENA  
DEPUTY CHIEF  
CRIMINAL DIVISION, FRAUD SECTION  
U.S. DEPARTMENT OF JUSTICE

  
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