

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

YOISLER HERRERA-ENRIQUEZ,
DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ, and
GUSTAVO RAMIRO ACUNA-ROSA,

Defendants.

No. 1:16-cr-00062

Hon. Paul L. Maloney

SUPERSEDING INDICTMENT

The Grand Jury charges:

COUNT 1
(Conspiracy to Commit Mail Fraud)

Beginning in or about April 2012, and continuing to in or about May 2015, in Kent and Ingham Counties, in the Western District of Michigan, Southern Division,

**YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ, and
GUSTAVO RAMIRO ACUNA-ROSA,**

defendants, did knowingly combine, conspire, confederate and agree with each other, and others known to the grand jury, to devise a scheme and artifice to defraud no-fault automobile insurance companies of money and property by means of materially false and fraudulent pretenses, representations and promises, and did, in order to execute the scheme, knowingly place, or cause to be placed, in a post office or authorized depository for mail matter, certain HCFA Form 1500 Health Insurance Claim Forms and supporting documents, to be sent or delivered by the United States Postal Service, all in violation of Title 18, United States Code, Sections 1349 and 1341.

INTRODUCTION

A. The Defendants

1. **YOISLER HERRERA-ENRIQUEZ** is an individual who resided in Kent County, Michigan. At times relevant to this Superseding Indictment, **YOISLER HERRERA-ENRIQUEZ** owned and operated H&H Rehab Center, L.L.C, 1880 28th Street, Wyoming, Michigan.

2. **ANTONIO RAMON MARTINEZ-LOPEZ** is an individual who resided in Wyoming, Michigan. At times relevant to this Superseding Indictment, **ANTONIO RAMON MARTINEZ-LOPEZ** owned and operated Revive Therapy Center, L.L.C., in the city of Wyoming, Kent County, Michigan.

3. **GUSTAVO RAMIRO ACUNA-ROSA** is an individual who resided in Lansing and Wyoming, Michigan. At times relevant to this Superseding Indictment, **GUSTAVO RAMIRO ACUNA-ROSA** owned and operated Renue Therapy Center, L.L.C., located in the city of Lansing, Ingham County, Michigan.

4. **DOLIS ROJAS-LOPEZ** is an individual who resides in Kent County, Michigan, and owns and operates a retail business in Wyoming, Michigan. **DOLIS ROJAS-LOPEZ** recruited individuals to act as patients at the clinics owned by her co-conspirators.

B. Michigan's No-Fault Act

5. At all times relevant to this Superseding Indictment, Farmers Insurance was an automobile insurance company within the meaning of Michigan's Uniform Motor Vehicle Accident Reparations Act, commonly known as the Michigan No-Fault Act, MCL § 500.3101 *et seq.* Farmers Insurance provided no-fault automobile insurance in Michigan through its affiliated company, 21st Century Premier Insurance Company.

6. The Michigan No-Fault Act requires that all drivers purchase and maintain a policy of no-fault automobile insurance. MCL § 500.3101(1).

7. Each policy of no-fault automobile insurance must provide “personal protection insurance benefits” for “accidental bodily injury arising out of the ownership, operation, maintenance or use of a motor vehicle as a motor vehicle.” MCL § 500.3105(1).

8. These “personal protection insurance benefits” include the payment of “all reasonable charges incurred for reasonably necessary products, services and accommodations for an injured person’s care, recovery, or rehabilitation.” MCL § 500.3107(a). This section of Michigan’s No-Fault Act ensures that individuals injured in automobile accidents receive payment for any reasonably necessary medical care and treatment caused by the motor vehicle accident.

THE MANNER AND MEANS AND OBJECT OF THE CONSPIRACY

9. To carry out the conspiracy to defraud no-fault automobile insurers, defendants **YOISLER HERRERA-ENRIQUEZ, GUSTAVO RAMIRO ACUNA-ROSA,** and **ANTONIO MARTINEZ-LOPEZ** opened businesses under several different names in Lansing and Wyoming, Michigan. Defendants’ businesses claimed to be legitimate therapy and rehabilitation clinics. The object of the conspiracy was to profit by billing no-fault automobile insurers for false and fraudulent therapy or medical treatment through these businesses.

10. In order to develop business for their clinics, **YOISLER HERRERA-ENRIQUEZ, GUSTAVO RAMIRO ACUNA-ROSA,** and **ANTONIO RAMON MARTINEZ-LOPEZ** used patient-recruiters, including **DOLIS ROJAS-LOPEZ,** to find individuals who had either been involved in automobile accidents but who were not yet receiving medical treatment, or who were willing to participate in staged automobile accidents.

11. Defendants paid these individuals cash, typically between \$500.00 and \$1,000.00, to claim that they suffered injuries during the automobile accidents that they truly did not suffer, or to claim that they needed treatment that they truly did not need, and to become patients of their clinics.

12. These individuals signed treatment forms and other documents that made it appear as if they received physical therapy or other health care services for their alleged injuries that they did not actually receive.

13. It was further part of the conspiracy to defraud that after obtaining the signatures of these individuals on the treatment forms, defendants then completed HCFA 1500 Health Insurance Claim Forms for these individuals. These claim forms were materially false and fraudulent because they represented that defendants provided physical therapy services and other health care services to these individuals that were not in fact provided.

14. Defendants mailed these materially false and fraudulent HCFA 1500 Health Insurance Claim Forms to the relevant no-fault automobile insurance companies, along with false supporting documentation, through the United States Postal Service, and received payment for physical therapy services and other medical care and treatment that was not actually provided.

15. Between January 2014 and May 2015 alone, defendants submitted over one hundred false and fraudulent health care insurance claim forms to 21st Century Premier Insurance Company for two confidential informants of the United States and were paid over \$50,000.00. Many other false and fraudulent healthcare insurance claim forms were submitted to other no-fault automobile insurance companies between April 2012 and May 2015.

OVERT ACTS AND MAILINGS

In furtherance of the conspiracy, and to effect the objects of the conspiracy, the following overt acts, among others, were committed by at least one co-conspirator and the following mailings sent, or caused to be sent, by the co-conspirators, in the Western District of Michigan:

1. In or about April 2012, **ANTONIO RAMON MARTINEZ-LOPEZ** caused Articles of Organization to be filed with the State of Michigan for Revive Therapy Center L.L.C.

2. On or about October 13, 2012, **GUSTAVO RAMIRO ACUNA-ROSA**, at the direction of **ANTONIO RAMON MARTINEZ-LOPEZ** and others known to the grand jury, participated in a staged automobile accident and falsely claimed injuries necessitating treatment for which **ANTONIO RAMON MARTINEZ-LOPEZ**, through Revive Therapy Center L.L.C., submitted numerous false and fraudulent HCFA 1500 Health Insurance Claim Forms to a no-fault automobile insurance company for medical care and treatment that was not actually provided.

3. In or about May 2013, **GUSTAVO RAMIRO ACUNA-ROSA** filed Articles of Organization with the State of Michigan for Renue Therapy Center, L.L.C., with the assistance of **ANTONIO RAMON MARTINEZ-LOPEZ** and others known to the grand jury.

4. On or about October 21, 2013, an individual with initials R.P. had an automobile accident and informed **YOISLER HERRERA-ENRIQUEZ**. **YOISLER HERRERA-ENRIQUEZ** offered to pay R.P. to sign treatment forms claiming that he received treatment at H&H Rehab Center, L.L.C. and **YOISLER HERRERA-ENRIQUEZ** then submitted numerous false and fraudulent HCFA 1500 Health Insurance Claim Forms to a no-fault automobile insurance company for medical care and treatment that was not actually provided to R.P.

5. On or about February 18, 2014, **DOLIS ROJAS-LOPEZ** met with a female confidential informant of the United States (CI-1) at **DOLIS ROJAS-LOPEZ**'s place of

business and then led CI-1 to H&H Rehab Center for the purpose of meeting with **YOISLER HERRERA-ENRIQUEZ** and preparing to become involved in the conspiracy to defraud no-fault automobile insurance companies.

6. On or about March 6, 2014, CI-1 met with **DOLIS ROJAS-LOPEZ** at **DOLIS ROJAS-LOPEZ**'s place of business in Wyoming, Michigan and was instructed on how to falsely claim injuries from her automobile accident. **DOLIS ROJAS-LOPEZ** then introduced CI-1 to **GUSTAVO RAMIRO ACUNA-ROSA**, who drove CI-1 to a physician's office at a different location in Wyoming, Michigan, where CI-1 falsely claimed injuries to a physician, obtained from the physician an order for therapy or rehabilitation, and provided the order to **GUSTAVO RAMIRO ACUNA-ROSA**. **DOLIS ROJAS-LOPEZ** and **GUSTAVO RAMIRO ACUNA-ROSA** then paid CI-1 \$500 for her agreement to participate in the conspiracy to fraudulently bill no-fault automobile insurance companies.

7. On or about March 22, 2014, CI-1 met with **GUSTAVO RAMIRO ACUNA-ROSA**. **ANTONIO RAMON MARTINEZ-LOPEZ** accompanied **GUSTAVO RAMIRO ACUNA-ROSA** and provided him with treatment forms and other documents. **GUSTAVO RAMIRO ACUNA-ROSA** directed CI-1 to sign the documents provided by **ANTONIO RAMON MARTINEZ-LOPEZ** to make it appear as if she received physical therapy or other medical care or treatment on several different dates.

8. On or about March 26, 2014, **GUSTAVO RAMIRO ACUNA-ROSA**, or others acting at his direction, mailed HCFA 1500 Health Insurance Claim Forms for services allegedly provided to CI-1, from Lansing, Michigan, to 21st Century Premier Insurance Company in Oklahoma City, Oklahoma, by way of the United States Postal Service. These health insurance claim forms were fraudulent because they falsely represented that Renue Therapy Center, L.L.C

provided physical therapy services and other medical care and treatment to CI-1 between March 6, 2014, and March 14, 2014, when in fact no services had been provided.

9. On or about September 10, 2014, **DOLIS ROJAS-LOPEZ** met with a male confidential informant of the United States (“CI-2”) for the purpose of soliciting CI-2 to participate in the conspiracy to defraud no-fault automobile insurance companies. **DOLIS ROJAS-LOPEZ** offered CI-2 the payment of \$1,000.00 for his participation and told him that she would have other individuals schedule a time for him to meet with a physician the following week.

10. On October 2, 2014, **YOISLER HERRERA-ENRIQUEZ** paid \$280.00 to CI-1 for her agreement to continue the scheme to defraud no-fault automobile insurance companies with his physical therapy clinic, H&H Rehab Center. At the direction of **YOISLER HERRERA-ENRIQUEZ**, CI-1 signed numerous treatment forms for multiple dates to make it appear as if she had received physical therapy or other medical care or treatment on those dates. **YOISLER HERRERA-ENRIQUEZ** told CI-1 he would initially bill the insurance company four times a week for two months, but that the billings could continue for up to one year depending upon the insurance company. **YOISLER HERRERA-ENRIQUEZ** directed CI-1 to visit H&H Rehab Center once in a while to make it look like traffic was coming in and out of the clinic.

11. On or about October 8, 2014, **YOISLER HERRERA-ENRIQUEZ** or others acting at his direction, mailed HCFA 1500 Health Insurance Claim Forms for services allegedly provided to CI-1, from Grand Rapids, Michigan, to 21st Century Premier Insurance Company in Oklahoma City, Oklahoma, by way of the United States Postal Service. These health insurance claim forms were fraudulent because they falsely represented that H&H Rehab Center provided

physical therapy services and other medical care and treatment to CI-1 between September 9, 2014, and October 1, 2014, when in fact no services had been provided.

12. On October 31, 2014, **YOISLER HERRERA-ENRIQUEZ** met with CI-1 at H&H Rehab Center. **YOISLER HERRERA-ENRIQUEZ** paid CI-1 \$500.00 for her continued participation in the scheme to defraud no-fault automobile insurance companies and directed CI-1 to bring CI-2 to meet with him the following week to discuss CI-2's participation in the conspiracy.

13. On or about January 6, 2015, **YOISLER HERRERA-ENRIQUEZ** or others acting at his direction, mailed HCFA 1500 Health Insurance Claim Forms for services allegedly provided to CI-2, from Grand Rapids, Michigan, to 21st Century Premier Insurance Company in Oklahoma City, Oklahoma, by way of the United States Postal Service. These health insurance claim forms were fraudulent because they falsely represented that H&H Rehab Center provided physical therapy services and other medical care and treatment to CI-2 between November 10, 2014, and November 26, 2014, when in fact no services had been provided.

18 U.S.C. § 1349

18 U.S.C. § 1341

COUNTS 2-16
(Health Care Fraud)

The United States incorporates by reference Count 1, paragraphs 1 through 15, and overt acts 1 through 13 above, as if fully set forth herein as a scheme to defraud.

From in or about April 2012, and continuing to in or about May 2015, in the Southern Division of the Western District of Michigan,

**YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ, and
GUSTAVO RAMIRO ACUNA-ROSA,**

defendants, knowingly and willfully executed, and aided and abetted one another in the execution of, a scheme and artifice to defraud and to obtain money from 21st Century Premier Insurance Company, a health care benefit program, by means of false and fraudulent pretenses and representations in connection with the delivery of and payment for health care services.

In execution of the scheme to defraud, defendants submitted, or aided one another in the submission of, the following false and fraudulent health care claims, which claims were false and fraudulent because they represented that physical therapy and other health care services were provided when in truth and in fact they were not:

COUNT	ALLEGED PATIENT	INSURER	ALLEGED DATES OF SERVICE	DATE OF CLAIM	AMOUNT	DEFENDANTS
2	CI-1	21 st Century	03/06/14	03/31/14	\$159.30	All
3	CI-1	21 st Century	03/06/14 to 03/07/14	03/31/14	\$182.12	All
4	CI-1	21 st Century	03/07/14 to 03/10/14	03/31/14	\$190.74	All
5	CI-1	21 st Century	03/11/14 to 03/12/14	03/31/14	\$191.68	All
6	CI-1	21 st Century	03/13/14 to 03/14/14	03/31/14	\$199.26	All
7	CI-1	21 st Century	09/09/14	10/13/14	\$300.00	Herrera-Enriquez; Rojas-Lopez
8	CI-2	21 st Century	11/10/14	1/12/15	\$300.00	Herrera-Enriquez; Rojas-Lopez

COUNT	ALLEGED PATIENT	INSURER	ALLEGED DATES OF SERVICE	DATE OF CLAIM	AMOUNT	DEFENDANTS
9	CI-1	21 st Century	11/3/14	11/29/14	\$253.34	Herrera-Enriquez; Rojas-Lopez
10	CI-1	21 st Century	11/12/14	11/29/14	\$273.34	Herrera-Enriquez; Rojas-Lopez
11	CI-1	21 st Century	11/24/14	11/29/14	\$233.34	Herrera-Enriquez; Rojas-Lopez
12	CI-2	21 st Century	11/10/14	1/12/15	\$215.68	Herrera-Enriquez; Rojas-Lopez
13	CI-2	21 st Century	11/10/14 to 11/11/14	1/12/15	\$268.82	Herrera-Enriquez; Rojas-Lopez
14	CI-2	21 st Century	11/25/14	1/12/15	\$253.34	Herrera-Enriquez; Rojas-Lopez
15	CI-2	21 st Century	03/02/15	04/07/15	\$260.92	Herrera-Enriquez; Rojas-Lopez
16	CI-2	21 st Century	03/20/15	04/07/15	\$240.92	Herrera-Enriquez; Rojas-Lopez

18 U.S.C. § 1347
18 U.S.C. § 2
18 U.S.C. § 24(b)

COUNTS 17-24
(Mail Fraud)

The United States incorporates by reference Count 1, paragraphs 1 through 15, and overt acts 1 through 13 above, as if fully set forth herein as a scheme to defraud.

From in or about April 2012, and continuing to in or about May 2015, in the Southern Division of the Western District of Michigan,

**YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ, and
GUSTAVO RAMIRO ACUNA-ROSA,**

defendants, having devised and intending to devise a scheme and artifice to defraud 21st Century Premier Insurance Company of money and property by means of material false and fraudulent pretenses, representations and promises, did, in order to execute the scheme, send and deliver by the United States Postal Service, and knowingly cause to be sent and delivered by the United States Postal Service, according to the directions thereon, the following materially false HCFA 1500 Health Insurance Claim Forms and supporting documents:

COUNT	ALLEGED PATIENT	INSURER	ALLEGED DATES OF SERVICE	DATE OF MAILING	DEFENDANT
17	CI-1	21 st Century	03/06/14 to 03/14/14	03/26/14	All
18	CI-1	21 st Century	05/01/14 to 5/17/14	05/27/14	All
19	CI-1	21 st Century	09/09/14	10/08/14	Herrera-Enriquez; Rojas-Lopez
20	CI-1	21 st Century	09/09/14 to 09/30/14	10/08/14	Herrera-Enriquez; Rojas-Lopez
21	CI-2	21 st Century	11/10/14	01/06/15	Herrera-Enriquez; Rojas-Lopez
22	CI-2	21 st Century	11/10/14 to 11/26/14	01/06/15	Herrera-Enriquez; Rojas-Lopez
23	CI-1	21 st Century	02/09/15 to 02/27/15	04/01/15	Herrera-Enriquez; Rojas-Lopez
24	CI-2	21 st Century	03/02/15 to 03/20/15	04/01/15	Herrera-Enriquez; Rojas-Lopez

18 U.S.C. § 1341

COUNT 25

(False Statement to Agents of the United States)

On or about April 20, 2016, in the Western District of Michigan, Southern Division,

YOISLER HERRERA-ENRIQUEZ,

defendant, did willfully and knowingly make a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of a department or agency of the United States. Specifically, during an interview with Special Agents of the Federal Bureau of Investigation and the Department of Homeland Security, Homeland Security Investigations, investigating evidence of automobile insurance fraud related to staged automobile accidents and false and fraudulent treatment at various physical therapy clinics, **YOISLER HERRERA-ENRIQUEZ** stated to the Special Agents that **DOLIS ROJAS-LOPEZ** had never been to his therapy clinic, H&H Rehab Center, L.L.C., in Wyoming, Michigan, when as he then and there knew, he had in truth and in fact previously met with **DOLIS ROJAS-LOPEZ** at H&H Rehab Center, L.L.C., on February 18, 2014, when she introduced CI-1 to him for the purpose of participating in the automobile insurance fraud.

18 U.S.C. § 1001(a)(2)

COUNT 26

(False Statement to Agents of the United States)

On or about April 20, 2016, in the Western District of Michigan, Southern Division,

YOISLER HERRERA-ENRIQUEZ,

defendant, did willfully and knowingly make a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of a department or agency of the United States. Specifically, during an interview with Special Agents of the Federal Bureau of Investigation and the Department of Homeland Security, Homeland Security Investigations, investigating evidence of automobile insurance fraud related to staged automobile accidents and false and fraudulent treatment at various physical therapy clinics, **YOISLER HERRERA-ENRIQUEZ** stated to the Special Agents that he gave treatment to his patients for every bill that he submitted to an automobile insurance company, when as he then and there knew, he had in truth and in fact submitted numerous bills for treatment despite not having provided any treatment to his patients, including, but not limited to, the bills submitted for CI-1 and CI-2.

18 U.S.C. § 1001(a)(2)

FORFEITURE ALLEGATION

(Conspiracy to Commit Mail Fraud and Mail Fraud)

The allegations contained in Count 1, including paragraphs 1-15 of the introduction and paragraphs 1-13 of the overt acts, and Counts 17-24 of this Superseding Indictment, are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

Upon conviction of any of the offenses in violation of Title 18, United States Code, Sections 1349 and 1341 set forth in Counts 1 and 17-24 of this Superseding Indictment, the defendants,

**YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ, and
GUSTAVO RAMIRO ACUNA-ROSA,**

shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from, proceeds traceable to the offense. The property to be forfeited includes, but is not limited to, the following:

1. **MONEY JUDGMENT:** A sum of money equal to at least \$51,970.06, which represents the amount of proceeds traceable to the conspiracy charged in Count 1 and the scheme to defraud charged in Counts 17-24 of this Superseding Indictment.

2. **SUBSTITUTE ASSETS:** If any of the property described above, as a result of any act or omission of the defendants:

- 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 pursuant to 21

U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

18 U.S.C. § 981(a)(1)(C)

21 U.S.C. § 853(p)

28 U.S.C. § 2461(c)

18 U.S.C. § 1341, 1349

FORFEITURE ALLEGATION
(Health Care Fraud)

The allegations contained in Count 2-16 of this Superseding Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 982(a)(7).

Pursuant to 18 U.S.C. § 982(a)(7), upon conviction of an offense in violation of 18 U.S.C. § 1347 set forth in Counts 2-16 of this Superseding Indictment, the defendants,

**YOISLER HERRERA-ENRIQUEZ, DOLIS ROJAS-LOPEZ,
ANTONIO RAMON MARTINEZ-LOPEZ, and
GUSTAVO RAMIRO ACUNA-ROSA,**

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense. The property to be forfeited includes, but is not limited to, the following:

1. MONEY JUDGMENT: A sum of money equal to at least \$51,970.06, which represents the gross proceeds traceable to the offenses charged in Counts 2-16.
2. SUBSTITUTE ASSETS: If any of the property described above, as a result of any act or omission of the defendants:
 - 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 pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1).

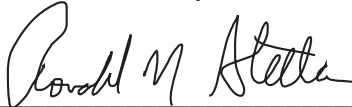
18 U.S.C. § 982(a)(7)
21 U.S.C. § 853(p)
18 U.S.C. § 982(b)(1)
18 U.S.C. § 1347

A TRUE BILL



GRAND JURY FOREPERSON

PATRICK A. MILES, JR.
United States Attorney



RONALD M. STELLA
Assistant United States Attorney