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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

June 2014 Grand Jury

UNITED STATES OF AMERICA

Case No. 16 CR 0 13 1 BAS

v.

I N D I C T M E N T

FERMIN IGLESIAS (1),  
CARLOS ARGUELLO (2),  
MIGUEL MORALES (3),  
PROVIDENCE SCHEDULING, INC. (4),  
MEDEX SOLUTIONS, INC. (5),  
PRIME HOLDINGS INT., INC. (6),  
MERIDIAN MEDICAL RESOURCES, INC.,  
d.b.a. Meridian Rehab Care (7),

Title 18, U.S.C., Sec. 371 -  
Conspiracy to Commit Honest  
Services Mail and Wire Fraud,  
Mail and Wire Fraud, and Travel  
Act; Title 18, U.S.C., Secs. 1341  
and 1346 - Honest Services Mail  
Fraud; Title 18, U.S.C.,  
Sec. 2 - Aiding and Abetting;  
Title 18, U.S.C.,  
Sec. 981(a)(1)(C), and Title 28,  
U.S.C., Sec. 2461(c) - Criminal  
Forfeiture

Defendants.

The Grand Jury charges, at all times relevant:

INTRODUCTORY ALLEGATIONS

**THE DEFENDANTS AND OTHER PARTICIPANTS**

1. Defendants FERMIN IGLESIAS and CARLOS ARGUELLO recruited and referred workers compensation applicants ("applicants") for legal and medical services in the Southern District of California and elsewhere. In order to effectuate this recruitment and referral scheme, both IGLESIAS and ARGUELLO controlled and operated multiple entities, including, defendants PROVIDENCE SCHEDULING, INC., MEDEX SOLUTIONS,

*lan*

1 INC., MERIDIAN MEDICAL RESOURCES, INC., d.b.a. Meridian Rehab Care,  
2 and PRIME HOLDINGS INT., INC.

3 2. Defendant MIGUEL MORALES ("MORALES") was an administrator  
4 for several of defendant IGLESIAS's entities, including defendants  
5 PROVIDENCE SCHEDULING, MEDEX and PRIME HOLDINGS, and Advanced  
6 Radiology.

7 3. Defendant PROVIDENCE SCHEDULING, INC. ("PROVIDENCE  
8 SCHEDULING") was a California Corporation formed in December 2009,  
9 which oversaw the scheduling of applicants recruited by defendant  
10 ARGUELLO and others, and their assignment to a primary treating  
11 physician, which included chiropractors. Defendants IGLESIAS and  
12 ARGUELLO decided which physicians were eligible to receive applicants  
13 from defendant PROVIDENCE SCHEDULING.

14 4. Defendant MEDEX SOLUTIONS, INC. ("MEDEX") was a California  
15 corporation, formed in June 2011. Defendant PRIME HOLDINGS INT., INC.  
16 ("PRIME HOLDINGS") was a California corporation, formed in May 2011.  
17 Defendant IGLESIAS was listed as the chief executive officer, chief  
18 financial officer and secretary of defendants MEDEX SOLUTIONS and  
19 PRIME HOLDINGS, both of which oversaw the scheduling of applicants for  
20 ancillary services, such as magnetic resonance imaging ("MRIs"), as  
21 referred by primary treating physicians chosen by defendant PROVIDENCE  
22 SCHEDULING.

23 5. Defendant MERIDIAN MEDICAL RESOURCES, INC., d.b.a. Meridian  
24 Rehab Care ("MERIDIAN"), was a California corporation, formed in July  
25 2010, which listed IGLESIAS as the chief executive officer and  
26 secretary of defendant MERIDIAN, which provided durable medical  
27 equipment ("DME") to applicants referred by primary treating  
28 physicians, including chiropractors.

1 6. Dr. Steven Rigler (charged elsewhere) was a chiropractor  
2 licensed to practice in California, who operated three clinics  
3 specializing in chiropractic medicine in the Southern District of  
4 California.

5 7. Julian Garcia (charged elsewhere) assisted defendants  
6 IGLESIAS and ARGUELLO by coordinating and overseeing the referral of  
7 applicants for ancillary procedures and DME. From at least 2012  
8 through 2014, Julian Garcia managed applicants assigned to Dr. Rigler  
9 by defendant PROVIDENCE SCHEDULING in order to ensure that those  
10 applicants for whom ancillary procedures and DME were recommended  
11 and/or prescribed, were referred to specific providers as directed by  
12 defendants IGLESIAS and ARGUELLO.

13 8. Physicians, including medical doctors and chiropractors,  
14 owed a fiduciary-duty to their patients, requiring physicians to act  
15 in their patients' best interests, and not for their own professional,  
16 pecuniary, or personal gain. Physicians owed a duty of honest  
17 services to their patients for decisions made relating to the care of  
18 those patients, including the informed choice as to whether to undergo  
19 ancillary procedures and receive DME and, if so, an informed choice as  
20 to the providers of such ancillary procedures and DME.

21 **CALIFORNIA WORKERS' COMPENSATION SYSTEM**

22 9. The California Workers' Compensation System ("CWCS")  
23 required that employers in California provide workers' compensation  
24 benefits to their employees for qualifying injuries sustained in the  
25 course of their employment. Under the CWCS, all claims for payments  
26 for services or benefits provided to the injured employee, including  
27 medical and legal fees, were billed directly to, and paid by, the  
28 insurer. Most unpaid claims for payment were permitted to be filed as

1 liens against the employee's workers' compensation claim, which accrue  
2 interest until paid in an amount ordered by the Workers' Compensation  
3 Appeals Board or an amount negotiated between the insurer and the  
4 service or benefits provider. The CWCS was regulated by the  
5 California Labor Code, the California Insurance Code, and the  
6 California Code of Regulations, and was administered by the California  
7 Department of Industrial Relations.

8 10. CWCS benefits were administered by the employer, an insurer  
9 or a third party administrator. The CWCS required claims  
10 administrators to authorize and pay for medical care that was  
11 "reasonably required to cure or relieve the injured worker from the  
12 effects of his or her injury," and includes medical, surgical,  
13 chiropractic, acupuncture, and hospital treatment.

14 11. California law, including but not limited to the California  
15 Business and Professions Code, the California Insurance Code, and the  
16 California Labor Code, prohibited the offering, delivering,  
17 soliciting, or receiving of anything of value in return for referring  
18 a patient for ancillary procedures. The California Labor Code  
19 specifically prohibited cross-referrals if one referral was dependent  
20 on the other referral occurring. Moreover, the California Labor Code  
21 voided as a matter of law any claim submitted to an insurer which had  
22 been secured in violation of the ban on bribes or kickbacks, whether  
23 in the form of monetary payment or a cross-referral scheme.

24 Count 1

25 CONSPIRACY TO COMMIT HONEST SERVICES MAIL AND WIRE FRAUD,  
26 MAIL FRAUD, WIRE FRAUD AND VIOLATE THE TRAVEL ACT, 18 USC § 371

27 12. Paragraphs 1 through 11 of this Indictment are realleged and  
28 incorporated by reference.

1 13. Beginning on a date unknown and continuing through at least  
2 May 2015, within the Southern District of California and elsewhere,  
3 defendants FERMIN IGLESIAS, CARLOS ARGUELLO, MIGUEL MORALES,  
4 PROVIDENCE SCHEDULING, INC., MEDEX SOLUTIONS, INC., PRIME HOLDINGS  
5 INT., INC., and MERIDIAN MEDICAL RESOURCES, INC., d.b.a. Meridian  
6 Rehab Care, and others knowingly and intentionally conspired with each  
7 other to:

8 a. commit Honest Services Mail and Wire Fraud, that is,  
9 knowingly and with the intent to defraud, devise and participate in a  
10 material scheme to defraud and to deprive patients of the intangible  
11 right to Dr. Steven Rigler's honest services, and cause mailings or  
12 use of the interstate wires in furtherance of the scheme, in violation  
13 of Title 18, United States Code, Sections 1341, 1343 and 1346;

14 b. commit Mail Fraud, that is, knowingly and with the intent to  
15 defraud, devise a material scheme to defraud, and to obtain money and  
16 property by means of materially false and fraudulent pretenses,  
17 representations, promises, and omissions and concealments of material  
18 facts, and cause mailings in furtherance of the scheme, in violation  
19 of Title 18, United States Code, Section 1341;

20 c. commit Wire Fraud, that is, knowingly and with the intent to  
21 defraud, devise a material scheme to defraud, and to obtain money and  
22 property by means of materially false and fraudulent pretenses,  
23 representations, promises, and omissions and concealments of material  
24 facts, and cause use of the wires in furtherance of the scheme, in  
25 violation of Title 18, United States Code, Section 1343; and

26 d. use and cause to be used facilities in interstate commerce  
27 with intent to promote, manage, establish, carry on, distribute the  
28 proceeds of, and facilitate the promotion, management, establishment,

1 carrying on, and distribution of the proceeds of an unlawful activity,  
2 that is, bribery in violation of California Labor Code Sections 139.3,  
3 139.32, and 3215, California Business and Professions Code  
4 Section 650, and California Insurance Code Section 750 and,  
5 thereafter, to promote and attempt to perform acts to promote, manage,  
6 establish, carry on, distribute the proceeds of, and facilitate the  
7 promotion, management, establishment, carrying on, and distribution of  
8 the proceeds of such unlawful activity, in violation of Title 18,  
9 United States Code, Section 1952(a)(1)(A) and (a)(3)(A).

10 **FRAUDULENT PURPOSE**

11 14. It was a purpose of the conspiracy to fraudulently obtain  
12 money from CWCS insurers by submitting claims for ancillary procedures  
13 and DME that were secured through a pattern of bribes and kickbacks in  
14 the form of an illegal cross-referral scheme to Dr. Rigler, and to  
15 those acting with him and on his behalf, in exchange for the referral  
16 of patients to particular providers of ancillary procedures and DME,  
17 in violation of Dr. Rigler's fiduciary duty to his patients, and  
18 concealing from patients and insurers these bribes and kickbacks.

19 **MANNER AND MEANS**

20 15. The conspirators used the following manner and means in  
21 furtherance of the conspiracy:

22 a. Defendants IGLESIAS, ARGUELLO, MORALES, and PROVIDENCE  
23 SCHEDULING, knowing that the payment of bribes and kickbacks in the  
24 form of a cross-referral scheme was unlawful, offered to refer  
25 applicants wanting medical care to Dr. Rigler, in exchange for his  
26 agreement to refer such applicants for ancillary procedures and DME to  
27 certain co-conspirators.

1 b. Defendants IGLESIAS, ARGUELLO, MORALES, knowing that the  
2 payment of bribes and kickbacks in the form of a cross-referral scheme  
3 was unlawful, assigned a "value" to certain ancillary procedures and  
4 DME, such as \$30-\$50 per MRI referral, and informed Dr. Rigler of  
5 those values.

6 c. Defendants IGLESIAS, ARGUELLO, and MORALES set a quota for  
7 the "value" of ancillary services and DME Dr. Rigler was expected to  
8 prescribe for each applicant sent to him by PROVIDENCE SCHEDULING.

9 d. When Dr. Rigler fell behind in meeting the quota for  
10 ancillary procedures and DME, defendants IGLESIAS, ARGUELLO, MORALES,  
11 and PROVIDENCE SCHEDULING ceased to assign applicants to Dr. Rigler  
12 until he agreed to make up for the shortfall in some manner.

13 e. Defendants IGLESIAS, ARGUELLO, and MORALES only gave Dr.  
14 Rigler "credit" towards meeting his quota if Dr. Rigler used  
15 defendants MEDEX or PRIME HOLDINGS to schedule MRIs and other  
16 ancillary services; that is, Dr. Rigler was not given credit for MRIs  
17 and other ancillary procedures scheduled by Dr. Rigler and his staff  
18 directly.

19 f. Defendants IGLESIAS, ARGUELLO, MORALES, MEDEX, and PRIME  
20 HOLDINGS received kickbacks and bribes from providers of diagnostic  
21 imaging services, including Dr. Ronald Grusd (charged elsewhere) and  
22 Company A.

23 g. Defendants IGLESIAS, ARGUELLO, and MORALES only gave Dr.  
24 Steven Rigler "credit" towards meeting his quota for DME prescriptions  
25 if such were fulfilled by defendant MERIDIAN.

26 h. Defendants IGLESIAS, ARGUELLO, MORALES, PROVIDENCE  
27 SCHEDULING, MEDEX, PRIME HOLDINGS, MERIDIAN, and others obscured the  
28 true nature of their financial relationships in order to conceal their

1 corrupt cross-referral scheme designed for the referral of applicants  
2 to specific providers of ancillary procedures and DME.

3 i. Defendants IGLESIAS, ARGUELLO, MORALES, PROVIDENCE  
4 SCHEDULING, MEDEX, PRIME HOLDINGS, and MERIDIAN discussed via  
5 telephone calls, text messages, emails, and in-person meetings the  
6 applicants who had been corruptly assigned to Dr. Rigler to meet  
7 quotas of referrals for ancillary procedures and DME from specific  
8 providers.

9 j. Defendants IGLESIAS, ARGUELLO, MORALES, PROVIDENCE  
10 SCHEDULING, MEDEX, PRIME HOLDINGS, and MERIDIAN utilized interstate  
11 facilities, including cellular telephones and email, in order to  
12 coordinate and promote the corrupt cross-referral scheme designed to  
13 ensure an average quota of referrals for ancillary procedures and DME  
14 to specific providers by Dr. Rigler.

15 k. Defendants IGLESIAS, ARGUELLO, MORALES, and MERIDIAN used  
16 the mails and wires to send bills to insurers for DME provided to  
17 applicants they had procured by the corrupt cross-referral scheme  
18 entered into with Dr. Rigler.

19 l. Defendants IGLESIAS, ARGUELLO, MORALES, PROVIDENCE  
20 SCHEDULING, MEDEX, PRIME HOLDINGS, and MERIDIAN intended other  
21 providers, including Dr. Grusd and Company A, to use the mails and  
22 wires to bill insurers for ancillary procedures provided to applicants  
23 assigned to Dr. Rigler as part of the corrupt cross-referral scheme.

24 m. Defendants IGLESIAS, ARGUELLO, MORALES, PROVIDENCE  
25 SCHEDULING, MEDEX, PRIME HOLDINGS, and MERIDIAN, and co-conspirators  
26 Dr. Grusd and Company A, concealed from insurers and patients the  
27 material fact that referrals were made because of bribes and kickbacks  
28 specifically prohibited by California law.



1 16. Using the manners and means described above, defendants  
2 IGLESIAS, ARGUELLO, MORALES, PROVIDENCE SCHEDULING, MEDEX, PRIME  
3 HOLDINGS, and MERIDIAN submitted and caused to be submitted millions  
4 of dollars in claims for ancillary procedures and DME procured through  
5 the payment of bribes and kickbacks in the form of the corrupt cross-  
6 referral scheme.

7 OVERT ACTS

8 17. In furtherance of the conspiracy and in order to effect the  
9 objects thereof, the defendants and other co-conspirators caused the  
10 following overt acts in the Southern District of California and  
11 elsewhere:

12 a. Prior to August 2013, defendants IGLESIAS, ARGUELLO and  
13 PROVIDENCE SCHEDULING referred applicants to Dr. Rigler's clinics for  
14 treatment.

15 b. On or about September 4, 2013, defendants IGLESIAS and  
16 PRIME HOLDINGS emailed to Julian Garcia (charged elsewhere)  
17 spreadsheets documenting MRI referrals by Dr. Rigler's clinics from  
18 January through August 2013 for applicants who had been referred to  
19 Dr. Rigler by defendant PROVIDENCE SCHEDULING.

20 c. In or about September 2013, defendants IGLESIAS,  
21 ARGUELLO, PROVIDENCE SCHEDULING and Julian Garcia (charged elsewhere)  
22 met with Dr. Rigler and told him that applicants would only be  
23 referred to his clinics if Dr. Rigler, in turn, referred those  
24 applicants for a certain amount of ancillary procedures and DME from  
25 providers designated by defendants IGLESIAS and ARGUELLO.

26 d. In or about September 2013, defendants IGLESIAS,  
27 ARGUELLO, PROVIDENCE SCHEDULING and Julian Garcia (charged elsewhere)  
28 told Dr. Rigler that a company operated by Dr. Grusd and Company A

1 were the two entities that would provide MRI services for Dr. Rigler's  
2 applicants, and explained that Dr. Rigler would have to schedule MRIs  
3 through defendant MEDEX in order to receive corrupt payments from the  
4 conspirators.

5 e. On or about September 6, 2013, defendant IGLESIAS  
6 emailed Julian Garcia (charged elsewhere) and Dr. Rigler with  
7 spreadsheets documenting DME and nerve conduction velocity ("NCV")  
8 testing referrals by Dr. Rigler's clinics from January through August  
9 2013 for applicants that had been referred to Dr. Rigler by defendant  
10 PROVIDENCE SCHEDULING.

11 f. In or about the Spring of 2014, defendants IGLESIAS and  
12 ARGUELLO informed Dr. Rigler that MRIs would only be completed by  
13 Company A because Dr. Grusd (charged elsewhere) had fallen behind in  
14 paying bribes and kickbacks for MRIs referred to his companies by  
15 defendant MEDEX.

16 g. In or about October 2014, defendant IGLESIAS instructed  
17 Dr. Rigler that he was expected to generate \$600 per patient in  
18 ancillary referrals for each applicant in order to continue receiving  
19 referrals.

20 h. On or about February 12, 2015, defendant IGLESIAS  
21 texted Dr. Rigler expressing concern at the low volume of MRI  
22 referrals.

23 i. On or about February 23, 2015, defendant IGLESIAS  
24 texted Dr. Rigler the number of applicants Dr. Rigler or his staff had  
25 referred for MRIs through defendant MEDEX.

26 //

27 //

28 //

1 j. On or about February 23, 2015, defendant IGLESIAS  
2 texted Dr. Rigler expressing concern at the low number of referrals to  
3 defendant MERIDIAN for DME and asked to meet with Dr. Rigler to  
4 discuss referrals for ancillary procedures and DME.

5 k. On or about February 23, 2015, defendants IGLESIAS and  
6 MORALES utilized email to review referrals for DME to defendant  
7 MERIDIAN by Dr. Rigler.

8 l. On or about February 24, 2015, defendants MORALES and  
9 PRIME HOLDINGS emailed a member of Dr. Rigler's staff with a list of  
10 DME referrals received from Dr. Rigler from December 2014 through  
11 February 2015.

12 m. In or about April 2015, defendants IGLESIAS, ARGUELLO,  
13 MORALES and PROVIDENCE SCHEDULING cut off the referral of applicants  
14 to Dr. Rigler's clinics.

15 n. On or about April 17, 2015, defendant MORALES texted  
16 Dr. Rigler that he intended to discuss the cutoff with defendant  
17 IGLESIAS.

18 o. On or about April 22, 2015, defendant ARGUELLO spoke  
19 with Dr. Rigler via a cellular telephone and advised that defendant  
20 IGLESIAS confirmed that the cut off of applicants by defendant  
21 PROVIDENCE SCHEDULING was due to Dr. Rigler being behind in the  
22 referral of applicants for ancillary procedures and DME.

23 p. On or about April 22, 2015, defendants IGLESIAS and  
24 MORALES met with Dr. Rigler and advised him that he was approximately  
25 \$60,000 behind in referrals for ancillary procedures and DME;  
26 defendants IGLESIAS and MORALES advised that referrals would resume if  
27 Dr. Rigler wrote a \$20,000-\$30,000 check to defendant PROVIDENCE  
28 SCHEDULING to reduce the amount owed.

1 q. On or about April 22, 2015, defendants IGLESIAS and  
2 MORALES informed Dr. Rigler that Company A was paying the defendants  
3 for each MRI referral, but only if those referrals were scheduled by  
4 defendant MEDEX.

5 r. On or about April 22, 2015, defendant MORALES  
6 instructed Dr. Rigler not to send text messages relating to the  
7 referral of applicants in order to conceal the conspirators' illegal  
8 referral scheme.

9 s. On or about April 28, 2015, defendants IGLESIAS and  
10 ARGUELLO met with Dr. Rigler and reviewed the number of applicants  
11 referred to Dr. Rigler in 2015 by defendant PROVIDENCE SCHEDULING.

12 t. On or about April 28, 2015, defendant IGLESIAS  
13 instructed Dr. Rigler not to mention IGLESIAS' name in text messages  
14 in order to conceal from authorities the defendants' illegal referral  
15 scheme.

16 u. On or about May 12, 2015, defendants IGLESIAS and  
17 ARGUELLO met with and informed Dr. Rigler that the defendants tracked  
18 the number of referrals for MRIs from Dr. Rigler's clinics to  
19 defendant MEDEX, which are completed by Company A, and Dr. Rigler only  
20 receives credit for those MRIs scheduled by MEDEX.

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

22 Counts 2-3

23 **HONEST SERVICES MAIL FRAUD, 18 U.S.C. §§ 1341, 1346 AND 2**

24 18. Paragraphs 1 through 14 of the Introductory Allegations are  
25 realleged and incorporated by reference.

26 19. Beginning on a date unknown and continuing through at least  
27 April 2015, within the Southern District of California and elsewhere,  
28 defendants FERMIN IGLESIAS, CARLOS ARGUELLO, MIGUEL MORALES,

1 PROVIDENCE SCHEDULING, INC., MEDEX SOLUTIONS, INC., PRIME HOLDINGS  
 2 INT., INC., and MERIDIAN MEDICAL RESOURCES, INC., d.b.a. Meridian  
 3 Rehab Care, knowingly and with the intent to defraud, devised a  
 4 material scheme to defraud, that is, to deprive patients of their  
 5 intangible right to Dr. Steven Rigler's honest services.

6 20. Paragraphs 15 through 17 of this Indictment are realleged  
 7 and incorporated by reference as more fully describing the scheme to  
 8 defraud, that is, to deprive patients of their intangible right to Dr.  
 9 Rigler's honest services.

10 21. On or about the dates set forth below, within the Southern  
 11 District of California and elsewhere, defendants FERMIN IGLESIAS,  
 12 CARLOS ARGUELLO, MIGUEL MORALES, PROVIDENCE SCHEDULING, INC., MEDEX  
 13 SOLUTIONS, INC., PRIME HOLDINGS INT., INC., and MERIDIAN MEDICAL  
 14 RESOURCES, INC., d.b.a. Meridian Rehab Care, for the purpose of  
 15 executing and attempting to execute the above-described scheme and  
 16 artifice to defraud and deprive, knowingly caused to be delivered by  
 17 U.S. mail according to the directions thereon the following matter:

Count	Date	Mail Matter
2	October 21, 2014	lien form for reimbursement for ancillary procedures for J.C. secured through the payment of bribes and kickbacks
3	October 28, 2014	lien form for reimbursement for ancillary procedures for B.L. secured through the payment of bribes and kickbacks

23 All in violation of Title 18, United States Code, Sections 1341, 1346  
 24 and 2.

25 //  
 26 //  
 27 //  
 28 //

FORFEITURE ALLEGATION

1  
2 22. Paragraphs 1 through 21 of this Indictment are realleged and  
3 incorporated as if fully set forth herein for the purpose of alleging  
4 forfeiture pursuant to Title 18, United States Code,  
5 Section 981(a)(1)(C), and Title 28, United States Code,  
6 Section 2461(c).

7 23. Upon conviction of the offenses of Conspiracy and Honest  
8 Services Mail Fraud as alleged in Counts 1 through 3, defendants  
9 FERMIN IGLESIAS, CARLOS ARGUELLO, MIGUEL MORALES, PROVIDENCE  
10 SCHEDULING, INC., MEDEX SOLUTIONS, INC., PRIME HOLDINGS INT., INC.,  
11 and MERIDIAN MEDICAL RESOURCES, INC., d.b.a. Meridian Rehab Care,  
12 shall forfeit to the United States all right, title, and interest in  
13 any property, real or personal, that constitutes or was derived from  
14 proceeds traceable to a violation of such offenses, a sum of money  
15 equal to the total amount of gross proceeds derived, directly or  
16 indirectly, from such offenses.

17 24. If any of the above described forfeitable property, as a  
18 result of any act or omission of defendants IGLESIAS, ARGUELLO,  
19 MORALES, PROVIDENCE SCHEDULING, MEDEX, PRIME HOLDINGS and MERIDIAN:  
20 (a) cannot be located upon the exercise of due diligence; (b) has been  
21 transferred or sold to, or deposited with, a third party; (c) has been  
22 placed beyond the jurisdiction of the Court; (d) has been  
23 substantially diminished in value; or (e) has been commingled with  
24 other property which cannot be divided without difficulty;

25 //

26 //

27 //

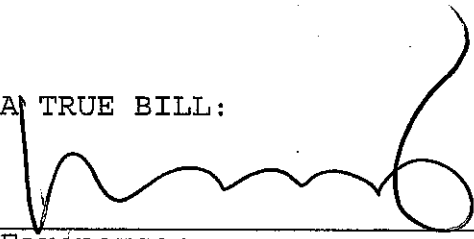
28

1 it was the intent of the United States, pursuant to Title 21, United  
2 States Code, Section 853(p) and Title 18, United States Code,  
3 Section 982(b), to seek forfeiture of any other property of defendants  
4 IGLESIAS, ARGUELLO, MORALES, PROVIDENCE SCHEDULING, MEDEX, PRIME  
5 HOLDINGS and MERIDIAN up to the value of the forfeitable property  
6 described above.

7 All pursuant to Title 18, United States Code, Section 981(a)(1)(C),  
8 and Title 28, United States Code, Section 2461(c).


9 DATED: January 21, 2016.

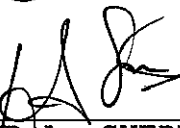
10 AT TRUE BILL:

11   
12 \_\_\_\_\_  
13 Foreperson

14 LAURA E. DUFFY  
15 United States Attorney

16 By:   
17 \_\_\_\_\_  
18 VALERIE H. CHU  
19 Assistant U.S. Attorney

20 By:   
21 \_\_\_\_\_  
22 CAROLINE P. HAN  
23 Assistant U.S. Attorney

24 By:   
25 \_\_\_\_\_  
26 FRED A. SHEPPARD  
27 Assistant U.S. Attorney  
28