

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Criminal Case No. 18-cr-00300-RM

UNITED STATES OF AMERICA,

Plaintiff,

v.

1. JOSEPH PRINCE,

Defendant.

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**THIRD SUPERSEDING INDICTMENT**

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The Grand Jury charges:

**COUNTS 1-7**  
**18 U.S.C. §§ 208(a) & 216(a)(2)**

1. The Department of Veterans Affairs (“VA”) was a department and independent federal agency of the executive branch of the United States Government.

2. The VA provided health care benefits to certain Korea and Vietnam Veterans’ birth children diagnosed with spina bifida (“SB”) through the Veterans Health Administration (“VHA”) under the Spina Bifida Health Care Benefits Program.

3. The Spina Bifida Health Care Benefits Program paid for home health services, including home health aide services and homemaking services, for beneficiaries of the program (“SB beneficiaries”).

4. The Veterans Health Administration Office of Community Care located in Denver, Colorado, managed the Spina Bifida Health Care Benefits Program, including

authorization of benefits and the subsequent processing and payment of health care claims.

5. Defendant JOSEPH PRINCE was a VA employee who worked for the Office of Community Care in Denver. PRINCE was a Beneficiary/Provider Relationships Specialist for the Spina Bifida Health Care Benefits Program, responsible for maintaining expertise in the benefits program, acting on behalf of beneficiaries and health care providers on questions and issues requiring problem resolution, resolving problems for beneficiaries in obtaining benefits, and coordinating with health care providers to ensure effective claim processing, among numerous other duties.

6. Advantage Home Health Agency (“Advantage”) was a Colorado limited liability company registered with the Colorado Secretary of State on or about July 31, 2017. PRINCE’S wife, F.P. (also known as F.N.), was the registered agent for Advantage and had a financial interest in Advantage. The VHA authorized payments under the Spina Bifida Health Care Benefits Program that were then issued from the Department of the Treasury to Advantage totaling approximately \$4.3 million for claims for home health services associated with SB beneficiaries.

7. On or about the dates identified below, in the State and District of Colorado, defendant JOSEPH PRINCE willfully participated personally and substantially as a Government employee through recommendation, the rendering of advice, and otherwise, in a particular matter in which to his knowledge his spouse had a financial interest, namely, through recommendation, referral, and direction that SB beneficiaries and SB beneficiary caregivers use Advantage in connection with home health services,

and for submitting claims to the VA for such services, provided for the benefit of the SB beneficiaries identified in the chart below.

<b>COUNT</b>	<b>DATE</b>	<b>BENEFICIARY</b>
1	August 14, 2017	M.E.
2	August 14, 2017 – August 27, 2017	J.E.
3	August 23, 2017 – September 7, 2017	J.J.
4	August 28 – 29, 2017	E.N.
5	September 7, 2017	D.M.
6	January 17 – 23, 2018	B.B.
7	January 25 – February 5, 2018	R.S.

The foregoing was in violation of Title 18, United States Code, Sections 208(a) and 216(a)(2).

**COUNTS 8–11**  
**18 U.S.C. §§ 208(a) & 216(a)(2)**

8. Paragraphs 1 through 5 are re-alleged and incorporated herein.
9. Regional Home Health Care Systems, LLC was a Georgia limited liability company registered with the Georgia Secretary of State on or about August 21, 2017. Regional Home Healthcare Systems, East LLC (“Regional East”) was a Georgia limited liability company registered with the Georgia Secretary of State on or about March 4, 2018. PRINCE’s associate M.M., also known as M.S., resided in Georgia and operated and was an owner of Regional Home Healthcare Systems, LLC. PRINCE was identified as a “managing member” of Regional East and had a financial interest in Regional East. Claims for beneficiaries for Regional East were submitted to the SB Health Care Benefits Program through Regional Home Healthcare Systems, LLC.

10. On or about the dates identified below, in the State and District of Colorado, defendant JOSEPH PRINCE willfully participated personally and substantially as a Government employee through recommendation, the rendering of advice, and otherwise, in a particular matter in which to his knowledge he had a financial interest, namely, through recommendation, referral, and direction that SB beneficiaries and SB beneficiary caregivers use Regional East in connection with home health services, and for submitting claims to the VA for such services, provided for the benefit of the SB beneficiaries identified in the chart below.

<b>COUNT</b>	<b>DATE</b>	<b>BENEFICIARY</b>
8	March 6, 2018	K.B.L.
9	April 5, 2018	V.W.
10	April 9, 2018	J.S.
11	May 1, 2018	R.M.

The foregoing was in violation of Title 18, United States Code, Sections 208(a) and 216(a)(2).

**COUNTS 12–21**  
**18 U.S.C. §§ 1347 and 2**

**GENERAL ALLEGATIONS**

11. Paragraphs 1 through 6, and 9 are re-alleged and incorporated herein.
12. ROLAND VAUGHN, PRINCE’s associate, resided in Florida and owned and operated Legacy Home Health, LLC (“Legacy”), a Florida limited liability company registered with the Florida Secretary of State on or about September 25, 2017.

13. PRINCE's associates Glenn Beach and Catherine Beach resided in Colorado and owned and operated Gracewood Home Health Agency LLC ("Gracewood"), a Colorado limited liability company registered with the Colorado Secretary of State on or about November 10, 2017.

14. Genesis Home Health Agency ("Genesis") was a Colorado limited liability company registered with the Colorado Secretary of State on or about August 29, 2016. PRINCE'S associate, A.S., owned and operated Genesis.

15. Regional Home Healthcare Systems, North LLC ("Regional North") was a Georgia limited liability company registered with the Georgia Secretary of State on or about February 23, 2018. Prince's associate, M.M., also know as M.S., was an owner of Regional North. Collectively, Regional Home Healthcare Systems, LLC, Regional East, and Regional North are referred to as "Regional." Prince's associate, M.M., also known as M.S., with others, operated Regional.

16. The SB Health Care Benefits Program is governed by regulations and operational policies that define what services are covered as home health services and what requirements must be met for such services to be covered. For claims for home health services to be covered under the SB Health Care Benefits Program, the services must be provided by an "approved health care provider." Approved health care provider means "a health care provider currently approved by the Center for Medicare and Medicaid Services (CMS), Department of Defense TRICARE Program, Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA), The Joint Commission, or currently approved for providing health care under a license or

certificate issued by a governmental entity with jurisdiction. An entity or individual will be deemed to be an approved health care provider only when acting within the scope of the approval, license, or certificate.” 38 C.F.R. § 17.900.

17. The SB Health Care Benefits Program covers home health services, including home health aide services and homemaker services, as defined by regulation. Only the services identified by regulation are covered, and only services actually provided may be reimbursed under the program. The SB Health Care Benefits Program Operational Policy also requires that all home health service providers must be supervised by a nurse.

18. As part of his job with the Office of Community Care, PRINCE was required to be and was familiar with the foregoing requirements.

#### THE FRAUDULENT SCHEME

19. Beginning in or about not later than June 2017, and continuing through in or about June 2018, in the State and District of Colorado, defendant JOSEPH PRINCE, knowingly and willfully executed and attempted to execute a material scheme to defraud the Veterans Health Administration’s Spina Bifida Health Care Benefits Program, a health care benefit program as defined in Title 18, United States Code, Section 24(b), in connection with the delivery of and payment for health care benefits, items, and services, in that JOSEPH PRINCE submitted and caused the submission of false and fraudulent claims seeking payment for specific health care benefits, items, and services that were not authorized by the Spina Bifida Health Care Benefits Program and that were not provided as claimed.

20. It was the purpose of the scheme and artifice to defraud for JOSEPH PRINCE unlawfully to enrich himself and his associates by, among other things, (a) submitting and causing the submission of false and fraudulent claims to the SB Health Care Benefits Program, (b) concealing the submission of false and fraudulent claims to the Program, and (c) diverting the proceeds of the false and fraudulent claims to his personal use and benefit, and the use and benefit of his associates.

21. PRINCE perpetrated the scheme using, among others, the following manner and means:

a. PRINCE spoke with SB beneficiaries, their family members, or their caregivers on the phone to inform them about home health services available to SB beneficiaries through the Spina Bifida Health Care Benefits Program. PRINCE told the SB beneficiaries, their family members, or their caregivers that caregivers could be compensated for taking care of the SB beneficiary by providing home health services, without regard to whether the caregivers were approved health care providers as required by the VA.

b. PRINCE inaccurately informed caregivers regarding the number of hours for which they could be compensated, instructing them to submit claims for services not covered by the SB Health Care Benefits Program, or for services not actually rendered.

c. PRINCE informed SB beneficiaries, their family members, or their caregivers, that they could receive compensation directly from the VA for bowel and bladder care for four hours per day, leaving 20 hours in the day for which

home health services could be claimed. PRINCE encouraged SB beneficiaries, their family members, or their caregivers, to claim compensation for four hours per day for bowel and bladder care, even when fewer or no hours were spent by a caregiver completing these tasks for the beneficiary. PRINCE instructed caregivers that they could claim time for home health services spent on bowel and bladder tasks, even when the caregivers were separately claiming that time under the bowel and bladder program, effectively double billing for those tasks.

d. PRINCE told the SB beneficiaries or their caregivers that the caregiver would have to sign up as a contractor with a home health agency to be paid for providing the services.

e. PRINCE referred the SB beneficiaries, their family members, or their caregivers to Advantage, Genesis, Regional, Legacy, or Gracewood (the “Home Health Entities”) for this purpose, even though PRINCE knew the Home Health Entities were not approved health care providers and did not provide nurse supervision for its caregivers.

f. PRINCE told the SB beneficiaries or their caregivers that the Home Health Entities were “preferred”, “handpicked”, or “vetted” VA providers, even though the VA did not “prefer” or “vet” such providers.

g. PRINCE sent paperwork to the SB beneficiaries or their caregivers for the SB beneficiary to initiate the process of receiving home health services. This included a Form 485, which specified the number of hours a beneficiary was authorized to receive home health services. Often, PRINCE prepopulated this



form with the number of hours and the Home Health Entity he had preselected for the beneficiary.

h. PRINCE helped each of the Home Health Entities establish their businesses and assisted and directed them to develop processes to establish caregivers as “contractors” for whom the Home Health Entities would submit claims to the VHA.

i. PRINCE forwarded information regarding the SB beneficiaries and their caregivers to the Home Health Entities, advising them that he had assigned or referred the beneficiary to them. PRINCE instructed the Home Health Entities to reach out to the caregiver regarding a contractor agreement. PRINCE identified the number of home health hours the caregiver should be contracted for and advised the Home Health Entities how much to pay the caregiver. PRINCE instructed the Home Health Entities that they could submit claims for services one-year retroactive to the date the caregiver signed up as a contractor with the Home Health Entity.

j. PRINCE received claims directly from the Home Health Entities, which he reviewed, sometimes modified and directed the Home Health Entities to change, and forwarded within the VA for processing and payment.

22. Prince referred approximately forty SB beneficiaries to the Home Health Entities, which then submitted claims for services for those beneficiaries. Because of Prince’s actions, such claims were false and fraudulent and should not have been reimbursed because the claims were not delivered pursuant to the requirements of the

program by approved health care providers with nurse supervision. Additionally, the claims were often false and fraudulent because they overstated the time spent on compensable services actually provided to the SB beneficiaries pursuant to VA regulations, or the claims were for services that were not provided.

23. The VHA authorized payments under the Spina Bifida Health Care Benefits Program that were then issued from the Department of the Treasury to the Home Health Entities totaling approximately \$18.8 million for home health services, in the approximate amounts as follows: \$4.3 million to Advantage, \$3 million to Legacy, \$1.4 million to Gracewood, \$7.1 million to Regional, and \$3 million to Genesis.

24. In addition to financially benefitting his associates who owned the Home Health Entities through the submission of fraudulent claims, PRINCE personally benefitted financially when money was paid to Advantage, his wife's company, and to Regional East, a company in which he had a financial interest. Prince also benefited from payments made to him or companies he controlled from Gracewood, Legacy, and Regional. PRINCE received, directly and indirectly, payments totaling approximately \$1.5 million from the Home Health Entities.

25. On or about the dates set forth as to each count below, in the State and District of Colorado, defendant JOSEPH PRINCE, 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 the Spina Bifida Health Care Benefits Program, a health care benefit program as defined in

Title 18, United States Code, Section 24(b), in that the defendant submitted and caused the submission of false and fraudulent claims, identified more particularly below:

<b>Count</b>	<b>Date</b>	<b>SB Beneficiary</b>	<b>Claim Submission Identification Number</b>
12	September 19, 2017	K.C.	201724460082361
13	October 2, 2017	K.T.	201727560018328
14	October 17, 2017	J.E.	201729060083913
15	October 30, 2017	R.B.	201730360006842
16	November 1, 2017	E.N.	201730560026152
17	November 7, 2017	D.M.	201731160015983
18	April 2, 2018	A.Z.	201809260002863
19	April 13, 2018	G.H.	201810360390074
20	May 2, 2018	K.C.	201812260017242
21	May 21, 2018	N.J.	201814160018789

The foregoing was a violation of Title 18, United States Code, Sections 1347 and 2.

**COUNT 22**  
**18 U.S.C. § 371**

26. Paragraphs 1 through 5 and 12 are re-alleged and incorporated herein.

27. As a VA employee, PRINCE was an officer, employee, and person acting for and on behalf of the United States and any department, agency, and branch of the United States in any official function, under and by the authority of a department, agency, and branch of government.

28. PRINCE owned Crosswalk Consulting LLC (“Crosswalk”), a Colorado limited liability company registered with the Colorado Secretary of State on or about

November 6, 2017. PRINCE was the signatory on bank accounts in the name of Crosswalk.

29. Beginning in or about September 2017 and continuing thereafter until at least June 2018, in the State and District of Colorado, defendant JOSEPH PRINCE did knowingly and willfully conspire and agree together with co-conspirator VAUGHN to commit an offense against the United States, namely the payment of gratuities to a public official, JOSEPH PRINCE, in violation of Title 18, United States Code, Section 201(c)(1)(A).

Manner and Means

30. The object of the conspiracy was carried out as follows:

31. VAUGHN established a home health agency, Legacy, to which PRINCE could refer SB beneficiaries or their caregivers.

32. Acting as a public official in his capacity as a VA employee, PRINCE told SB beneficiaries, their family members, or their caregivers that SB beneficiary family members or other caregivers could be paid for providing home health services to a SB beneficiary if the caregiver signed up as a contractor with a home health agency. PRINCE also told the SB beneficiaries, their family members, or their caregivers that they could be paid for the past year of providing such services to the SB beneficiary. PRINCE referred seven SB beneficiaries, their family members, or their caregivers to Legacy, VAUGHN'S company.

33. The caregivers for those seven SB beneficiaries entered into independent contractor agreements with Legacy to provide a certain number of hours of services per

week. Caregivers and beneficiaries were to submit weekly logs to Legacy recording tasks and hours per day, for which Legacy would submit claims to the VHA.

34. VAUGHN caused such claims to be submitted to the VHA, including for services claimed to have been provided one year retroactive to the date the caregiver signed up as a contractor with Legacy.

35. The VHA, through payments issued by the U.S. Department of the Treasury, paid Legacy approximately \$86 per hour for each hour claimed. VAUGHN, through Legacy, paid the independent contractor caregivers a fraction of that hourly payment, retaining the remainder. Legacy's only business came from the SB beneficiaries referred by PRINCE.

36. VAUGHN paid or caused to be paid to PRINCE approximately fifty percent of Legacy's net revenues. VAUGHN paid PRINCE for and because of official acts PRINCE, a public official, performed and agreed to perform, that is, the recommendation, referral, and direction that SB beneficiaries and SB beneficiary caregivers use Legacy in connection with home health services, and for submitting claims to the VHA for such services.

37. PRINCE solicited, received, and agreed to receive the payments from VAUGHN. PRINCE directed that the payments from Legacy be made to his "consulting" business, Crosswalk. As a direct and intended part of the conspiracy, VAUGHN made or caused to be made approximately eighteen payments to Crosswalk, totaling approximately \$1 million.

Overt Acts

38. In furtherance of the conspiracy, and to accomplish its object, the defendants committed and willfully caused others to commit the following overt acts, among others, in the State and District of Colorado, and elsewhere:

a. On or about September 25, 2017, VAUGHN caused Legacy Home Health, LLC to be registered with the Florida Secretary of State.

b. On or about September 28, 2017, in a telephone call with SB beneficiary J.D.'s mother, S.D., PRINCE referred S.D. to Legacy to bill for home health services.

c. On or about November 6, 2017, PRINCE faxed or caused to be faxed to Legacy a "Spina Bifida Beneficiary View Screen" containing the personal information for SB beneficiary D.H., and two signed Home Health Certification and Plan of Care forms (Form 485) for SB beneficiary D.H.

d. On or about January 11, 2018, PRINCE e-mailed VAUGHN a document titled "New Doc 2018-01-04.pdf" that was a completed W-9 for Joseph Prince for the business Crosswalk Consulting, LLC.

e. On or about January 19, 2018, PRINCE e-mailed VAUGHN a document titled "New Doc 2018-01-19" that identified amounts the VHA had paid to Legacy for claims submitted for three SB beneficiaries PRINCE had referred to Legacy, deducting certain costs from those amounts, and calculating fifty percent of the remaining net payment. The fifty percent amounts for the three beneficiaries totaled \$36,540.

f. On or about March 2, 2018, PRINCE and VAUGHN spoke on the telephone regarding payments VAUGHN sent to PRINCE for “30 and 45.”

g. On or about March 6, 2018, in a telephone call with L.M., PRINCE referred L.M. to Legacy to bill for home health services for SB beneficiary M.M.

h. On or about March 12, 2018, PRINCE faxed or caused to be faxed to Legacy two pages identifying amounts the VHA had paid to Legacy for claims submitted for two specific SB beneficiaries PRINCE had referred to Legacy, deducting certain costs from those amounts, and calculating fifty percent of the remaining net payment. The fifty percent amounts for the two beneficiaries totaled \$4,347.

i. On or about March 16, 2018, VAUGHN caused to be transferred \$4,347 from Academy Bank account #1094 in the name of Legacy Home Health, LLC to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC.

j. On or about May 31, 2018, PRINCE faxed or caused to be faxed to Legacy eleven pages identifying amounts the VHA had paid to Legacy for claims submitted for specific SB beneficiaries PRINCE had referred to Legacy, deducting certain costs from those amounts, calculating fifty percent of the remaining net payment, and identifying “Total 236,736.”

k. On or about June 1, 2018, VAUGHN caused the transfer of \$236,736 from JPMorgan Chase account #2795 in the name of Legacy Home

Health, LLC to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC.

The foregoing was in violation of Title 18, United States Code, Section 371.

**COUNTS 23–28**  
**18 U.S.C. § 201(c)(1)(B)**

39. Paragraphs 1 through 5, 12, 13, 27, and 28 are re-alleged and incorporated herein.

40. On or about the dates identified below, in the State and District of Colorado, defendant JOSEPH PRINCE, a public official, otherwise than as provided by law for the proper discharge of official duties, did directly and indirectly demand, seek, receive, accept, and agree to receive and accept something of value personally, for and because of an official act performed and to be performed by such an official, that is, the recommendation, referral, and direction that SB beneficiaries and SB beneficiary caregivers use the Home Health Entity identified below in connection with home health services, and for submitting claims to the VA for such services, as set forth below:

<b>COUNT</b>	<b>DATE</b>	<b>HOME HEALTH ENTITY</b>	<b>PAYMENT</b>
23	May 14, 2018	Legacy	\$100,000 transfer from JPMorgan Chase account #2795 in the name of Legacy Home Health, LLC, to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
24	May 18, 2018	Legacy	\$75,000 transfer from JPMorgan Chase account #2795 in the name of Legacy Home Health, LLC, to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
25	June 1, 2018	Legacy	\$236,736 transfer from JPMorgan Chase account #2795 in the name of



			Legacy Home Health, LLC, to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
26	February 2, 2018	Gracewood	\$48,556.80 transfer from Public Service Credit Union account #1809-91 in the name of Gracewood Home Health Agency, LLC to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
27	May 31, 2018	Gracewood	\$122,472 transfer from Guaranty Bank account #5684 in the name of Gracewood Home Health Agency, LLC to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
28	June 19, 2018	Gracewood	\$41,083.20 transfer from Guaranty Bank account #5684 in the name of Gracewood Home Health Agency, LLC to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC

The foregoing was in violation of Title 18, United States Code, Section 201(c)(1)(B).

**COUNTS 29–34**  
**42 U.S.C. § 1320a-7b(b)(1)(A)**

41. Paragraphs 1 through 5, 12, 13, 25, and 28 are re-alleged and incorporated herein.

42. On or about the dates identified below, in the State and District of Colorado, the defendant, JOSEPH PRINCE, did knowingly and willfully solicit and receive remuneration, that is, kickbacks and bribes, overtly and covertly, in cash and in kind, as identified below, in return for referring beneficiaries of the SB Health Care Benefits Program to the Home Health Entity identified for each count for the furnishing and arranging for the furnishing of home health services, a service for which payment

may be made in whole or in part under the SB Health Care Benefit Program, a Federal health care program:

COUNT	DATE	HOME HEALTH ENTITY	PAYMENT
29	May 14, 2018	Legacy	\$100,000 transfer from JPMorgan Chase account #2795 in the name of Legacy Home Health, LLC, to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
30	May 18, 2018	Legacy	\$75,000 transfer from JPMorgan Chase account #2795 in the name of Legacy Home Health, LLC, to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
31	June 1, 2018	Legacy	\$236,736 transfer from JPMorgan Chase account #2795 in the name of Legacy Home Health, LLC, to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
32	February 2, 2018	Gracewood	\$48,556.80 transfer from Public Service Credit Union account #1809-91 in the name of Gracewood Home Health Agency, LLC to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
33	May 31, 2018	Gracewood	\$122,472 transfer from Guaranty Bank account #5684 in the name of Gracewood Home Health Agency, LLC to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
34	June 19, 2018	Gracewood	\$41,083.20 transfer from Guaranty Bank account #5684 in the name of Gracewood Home Health Agency, LLC to JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC

The foregoing is in violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A).

**COUNTS 35–42**  
**18 U.S.C. § 1957**

43. On or about the dates set forth below, in the State and District of Colorado, defendant JOSEPH PRINCE did knowingly engage and attempt to engage in the following monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, that is, health care fraud in violation of Title 18, United States Code, Section 1347 for counts 35 through 42, and soliciting and receiving gratuities in violation of Title 18, United States Code, Section 201(c)(1)(B), and soliciting and receiving kickbacks in violation of Title 42, United States Code, Section 1320a-7b(b)(1), for counts 41 and 42.

<b>COUNT</b>	<b>DATE</b>	<b>MONETARY TRANSACTION</b>
35	January 19, 2018	\$28,000 check #2606 from JPMorgan Chase account #9809 in the names of Joseph C. Prince and F.N., signed by PRINCE and issued to Scholars Choice
36	January 19, 2018	\$28,000 check #2607 from JPMorgan Chase account #9809 in the names of Joseph C. Prince and F.N., signed by PRINCE and issued to Scholars Choice
37	January 22, 2018	\$50,000 check #2610 from JPMorgan Chase account #9809 in the names of Joseph C. Prince and F.N., signed by PRINCE and issued to Allianz Life
38	January 24, 2018	\$50,000 check #2611 from JPMorgan Chase account #9809 in the names of Joseph C. Prince and F.N., signed by PRINCE and issued to Allianz Life
39	January 25, 2018	\$50,000 check #2608 from JPMorgan Chase account #9809 in the names of Joseph C. Prince and F.N., signed by PRINCE and issued to Jackson National Life

40	January 25, 2018	\$50,000 check #2609 from JPMorgan Chase account #9809 in the names of Joseph C. Prince and F.N., signed by PRINCE and issued to Jackson National Life
41	March 6, 2018	\$12,000 wire transfer from JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC to First Citizens Bank Ltd., Port of Spain, Trinidad and Tobago with reference to "Real Estate Purchase"
42	March 20, 2018	\$50,000 check #3006 from JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC, signed by PRINCE and issued to Jackson National

The foregoing was in violation of Title 18, United States Code, Section 1957.

**COUNTS 43–45**  
**18 U.S.C. § 1956(a)(1)(B)(i)**

44. On or about the dates listed below, in the State and District of Colorado, defendant JOSEPH PRINCE did knowingly conduct and attempt to conduct the financial transactions affecting interstate commerce identified below in the amounts identified below, which involved the proceeds of specified unlawful activities, that is, health care fraud in violation of Title 18, United States Code, Section 1347, soliciting and receiving gratuities in violation of Title 18, United States Code, Section 201(c)(1)(B), and soliciting and receiving kickbacks in violation of Title 42, United States Code, Section 1320a-7b(b)(1), knowing that the transactions were designed, in whole or in part, to conceal and disguise the source, ownership, and control of those proceeds and that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, and JOSEPH PRINCE aided and abetted and willfully caused the same:

COUNT	DATE	MONETARY TRANSACTION
43	January 18, 2018	Purchase of \$70,000 Academy Bank cashier's check #105208 with check drawn on Academy Bank account #1088 in the name of Crosswalk Consulting LLC
44	April 23, 2018	Purchase of \$7,500 Chase cashier's check #9587911093 payable to Venture Homes Inc. with funds from JPMorgan Chase account #7280 in the name of Crosswalk Consulting LLC
45	August 8, 2018	\$48,000 transfer from JPMorgan Chase account #0079 in the name of Crosswalk Consulting to JPMorgan Chase account #9504 in the names of Joseph Prince and F.P.

The foregoing was in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

#### NOTICE OF FORFEITURE

45. The allegations contained in Counts 1 through 45 of this Third Superseding Indictment hereby are re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Sections 981(a)(1)(C), 982(a)(1), and 982(a)(2), and Title 28, United States Code, Section 2461(c).

46. Upon conviction of the violation of Title 18, United States Code, Section 1347, alleged in Counts 12 through 21 of this Third Superseding Indictment, the defendant JOSEPH PRINCE shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7) any and all rights, title, and interest in all property constituting and derived from gross proceeds they obtained directly and indirectly as a

result of such offense or offenses, including, but not limited to, the entry of a money judgment in the amount of proceeds obtained by the scheme and by the defendants.

47. Upon conviction of the violation of Title 18, United States Code, Section 371, alleged in Count 22 of this Second Superseding Indictment, the defendant JOSEPH PRINCE shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any and all rights, title, and interest in all property constituting and derived from any proceeds they obtained directly and indirectly as a result of such offense or offenses, including, but not limited to, the entry of a money judgment in the amount of proceeds obtained by the scheme and by the defendants.

48. Upon conviction of the violation of Title 18, United States Code, Section 201(c)(1), alleged in Counts 23 through 28 of this Third Superseding Indictment, and Title 42, United States Code, Section 1320a-7b(b)(1), alleged in Counts 29 through 34 of this Second Superseding Indictment, defendant JOSEPH PRINCE shall forfeit to the United States, pursuant Title 18, United States Code, Section 981(a)(1)(C), any and all rights, title, and interest in all property constituting and derived from any proceeds they obtained directly and indirectly as a result of such offense or offenses, including, but not limited to, the entry of a money judgment in the amount of proceeds obtained by the scheme and by the defendants.

49. Upon conviction of the violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 1957, alleged in Counts 35 through 45 of this Third Superseding Indictment, the defendant JOSEPH PRINCE shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any and all rights, title, and interest in

all property involved in such offenses, and traceable to such property, including, but not limited to, the entry of a money judgment in the amount of proceeds involved in the offense and conspiracy.

50. If any of the property described above, as a result of any act or omission of JOSEPH PRINCE cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been substantially diminished in value; or has been commingled with other property that cannot be divided without difficulty, it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of JOSEPH PRINCE up to the value of the forfeitable property.

A TRUE BILL

Ink signature on file in Clerk's Office  
FOREPERSON

Jason R. Dunn  
United States Attorney

By: s/Anna K. Edgar  
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