

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**AFFIDAVIT FOR ARREST WARRANT**

BEFORE ME, Jonathan Bridges, Assistant Statewide Prosecutor,  
West Palm Beach Bureau, appeared, Affiant, Detective Nicole Lucas of the Delray Beach Police  
Department, who, after being duly sworn by me, deposes and requests that an arrest warrant be issued for:

**Jonathan Lasko**  
[REDACTED]

**Hunter Johnson**  
[REDACTED]

Affiant hereby makes this Complaint against the above-listed person based upon the following  
probable cause:

**Introduction and Investigative History:**

On November 18, 2019 an arrest warrant was issued in the Fifteenth Judicial Circuit for Jonathan Lasko, owner of The Gardens Wellness Center ("TGWC"), a 66-bed substance abuse detoxification facility located at 16565 NE 4<sup>th</sup> Ave, North Miami Beach, FL 33162. Your Affiant submitted an affidavit and application in support of the arrest warrant alleging facts that formed the basis for probable cause on seventeen (17) counts of third degree patient brokering in violation of 817.505(1)(a) and (4)(a). Lasko was arrested and posted bond on the charges listed in the warrant. Since that date, your Affiant and other investigators have continued to examine the evidence collected during this investigation, including patient medical records obtained during a Title 42 search warrant of patient records stored in the cloud by a Kipu Systems LLC. As a result of continued investigation and analysis, your Affiant now presents this probable cause affidavit to this Honorable Court setting forth probable cause to believe that Lasko and others committed the crime of Organized Scheme to Defraud.

The following incidents occurred between August 2014 and April 30 2019 in Palm Beach, Broward and Dade counties and involved patients from other states and the use of the internet. The Gardens Wellness Center, LLC ("TGWC") was a drug treatment facility in Miami. It was licensed as a service provider with the Florida Department of Children and Families in August of 2014. TGWC was owned and operated by Jonathan Lasko.

Your Affiant's investigation revealed that Lasko established and enforced a systematic approach to obtaining patients by paying marketers or "patient brokers" illegal kickbacks for referrals. Once the patients were admitted to TGWC, Lasko and TGWC fraudulently billed the patients' insurance companies for services provided to those illegally brokered patients, as well as for services that were either not rendered or not medically necessary. With the proceeds from these fraudulent insurance claims, Lasko paid his staff, himself, and patient brokers for more illegal referrals.

During this investigation, law enforcement analyzed patient records obtained from Kipu, bank records from financial institutions where Lasko and his coconspirators held accounts and claims records and data from insurance companies billed by TGWC.

### Lasko's Knowledge, Intent, and Role at TGWC

Your Affiant's investigation revealed multiple examples of Lasko's knowledge of the illegality of patient brokering and intent to defraud insurance companies by submitting claims for services rendered to brokered patients. For example, the DCF application completed by TGWC confirmed that Lasko as CEO would set the policies and procedures for TGWC. It also directed that labs and screenings should be conducted after patient admission and "must be reviewed, signed, and dated and credentialed by the Medical Director *within 24 hours* of receiving results." (Emphasis added) It should also be noted that Lasko did not list any patient referral sources in that section of the DCF application. However, as your Affiant's investigation revealed, Lasko utilized patient brokers and paid illegal kickbacks for referrals throughout his operation of TGWC.

Additionally, numerous employees provided statements indicating that Lasko was intimately involved with the business and treatment of patients and had a hand in almost all decisions at TGWC – almost nothing happened there without his approval. Your Affiant has obtained statements from several employees stated that Lasko led daily staff meetings, made decisions about patient admissions and discharges, and rejected patients who did not have good insurance policies. Several employees stated that Lasko either ignored their protests about unethical or potentially illegal patient brokering practices or responded aggressively.

### Insurance Carriers

Lasko, on behalf of TGWC completed and signed various agreements with several insurance carriers in order for TGWC to be able to submit claims and receive insurance payments from those carriers. These agreements set out the parameters for what the insurers in the drug treatment industry considered medically necessary services. They also clearly stated that patient brokering is illegal and that no claims related to the treatment of brokered patients would be paid. For example, in September of 2014, Jonathan Lasko completed and signed a *Non-Participating Provider Registration Form* for Florida Blue insurance company. Page 4, Section 8 of the form provides as follows:

#### **Section 8: Final Adverse Legal Actions/Penalties for Falsification of Information**

By signing this document, you are attesting to the commitment not to commit the adverse acts and crimes (collectively 'Offenses') listed below. If there is a conviction, plea of nolo contendere or adverse event related to the Offenses listed below, please provide that information in the subsection below labeled 'Final Adverse History'. Please report all final adverse legal actions, regardless of whether any records were expunged or appeals are pending.

Offenses Include:

- Violation(s) of Florida Statute §456.054, the Florida prohibition of kickbacks, punishable as a felony of the third degree under Florida law, per F.S. §817.505(4).
- Violation(s) of the Federal anti-kickback statute, found at Section 1128B-7(b) of the Act, punishable by penalties of \$25,000 per violation or up to five (5) years imprisonment, or both.
- Violation(s) of Florida Statute §817.234, submission of False and Fraudulent Insurance Claims, punishable as a felony of the third, second or first degree under Florida law. Violation(s) of §817.234 can also be prosecuted and punished under Federal law 18 U.S.C. §1001, which subjects the offender to fines of up to \$250,000 and imprisonment for up to five (5) years.
- Violation(s) of Florida Statute §458.331, the Florida Patient Brokering provisions, which could result in denial of a license or disciplinary action by the Florida Board of Medicine.

Lasko signed the form on page 9 and provided his Florida driver's license number, under a section 9 "Certification Statement," where he certified in part:

4. I will not knowingly present or cause to be presented a false or fraudulent claim for payment to Plan by Medicare or Medicaid, and I will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.

The insurance fraud language in the BCBS form, or similar language, must be included in all claim forms submitted by providers pursuant to Fla. Stat. 817.234(1)(b):

(b) All claims and application forms must contain a statement that is approved by the Office of Insurance Regulation of the Financial Services Commission which clearly states in substance the following: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

Representatives from Florida Blue, along with the other insurance companies contacted during this investigation, affirmed that they would not have paid any of the insurance claims submitted by TGWC had they known that the patients were obtained illegally through patient brokering. According to Cynthia Dangerfield, an investigator at Florida Blue, TGWC would not have been assigned an ID number for billing purposes if Lasko had not completed the *Non-Participating Provider Registration Form* and committed to not violating the above statutes.

Under the terms of the insurance policies and guidelines made available to providers reviewed by Your Affiant, and consistent with Florida Statute 817.234, the insurance companies were only responsible for claims for services that were "medically necessary" and actually rendered, provided by a properly licensed service provider, and complied with the terms of the patients' insurance plans. This included claims for urinalysis testing ("UA").

UA testing complexity ranges from screening tests, known as point of care ("POC") testing, which provide instant results, to confirmatory testing, which are sent to a laboratory for more complex analysis. Insurers provide guidance to providers, drug treatment centers, labs, and physicians on what types and frequency of UA testing are reimbursable. This guidance is based upon policy statements from the American Society of Addiction Medicine ("ASAM"), publications by expert researchers in the area of substance abuse treatment, and policies of federal and state governmental agencies, which are also widely recognized and used in the industry. A search warrant of TGWC emails executed during your Affiant's investigation revealed that Lasko and TGWC were aware of the ASAM guidelines and understood the importance of appearing to comply with these guidelines, in order to remain licensed by DCF and to keep the insurance company payors happy.

One overarching idea from the ASAM guidelines on drug testing is that the test results should be incorporated into each patient's treatment plan. Another premise discussed in the ASAM guidelines is that the more expensive confirmatory drug tests should be reserved for patients who dispute the results of a presumptive test. The test results should also be monitored to detect any potential illegal drug diversion, i.e. drug use within the facility and to protect against adverse combinations of prescribed medications.

TGWC did not follow the ASAM recommendations. TGWC did not reserve "definitive"/confirmatory testing for patients who disputed the results of presumptive tests. Instead, these more complex, expensive tests were regularly ordered for each patient. As explained below, this is known as a "standing order." Both witness testimony and Kipu records review demonstrates that TGWC had a standing order requiring confirmatory testing for every patient, the bill for which was included in a claim to that patient's insurer.

TGWC did not utilize confirmatory lab the test results in the process of making treatment decisions. The U.S. Department of Labor (DOL) analyzed a sample of 150 lab results and found that 90 (or 60%) of the

results were not reviewed until after the patients were discharged. TGWC Kipu records reflect that the standing order called for an initial presumptive test (the results of which were available immediately) AND a confirmatory test that had to be analyzed by a lab. Whether the confirmatory test was performed by Lasko's lab or another laboratory, the patients' insurance was billed for the cost of those tests. The records do not reflect that a physician reviewed the POC test results or incorporated them into the patients' treatment plans.

TGWC had a "Consent & Acceptance of Admission & Conditions of Treatment" form that they required the patients to sign during the admissions process that included a drug screen consent. This section of the consent form stated:

I further understand that part of the treatment offered by The Gardens Wellness Center may require my submitting to urinalysis for drug/alcohol content, psychological testing and other such similar procedures and that the consent that I have given in this document shall include, but not limited to, the same. ***The results of urinalysis will be used for treatment planning purpose*** and will not be released without client consent.

(Emphasis added). Based on evidence gathered during Your Affiant's investigation, TGWC did not consistently utilize the test results for treatment planning purposes.

In addition to ASAM recommendations, several insurance carriers, such as Aetna, publish their own guidelines for providers that specifically define standing UA orders as not medically necessary and thus not eligible for claim submission. Nevertheless, the Kipu records and claims data reviewed during Your Affiant's investigation revealed that TGWC submitted such claims.

#### SAMHSA GUIDELINES:

In 2001 the Substance Abuse and Mental Health Services Administration (SAMHSA) established The Federal Guidelines for Opioid Treatment Programs. These guidelines describe SAMHSA's expectation of how the federal opioid treatment standards found in Title 42 of the Code of Federal Regulations Part 8 (42 CFR § 8) are to be satisfied by opioid treatment programs (OTPs). Lasko and TGWC were aware of the SAMHSA guidelines because they applied for accreditation from The Joint Commission on Accreditation of Healthcare Organizations (JCAHO) who had been federally deemed an accrediting body.

The SAMHSA guidelines for OTPs include:

- Clinical drug testing is used for the purposes of diagnosis, monitoring, and evaluating progress in treatment and the promotion of long-term recovery. Page 46, Testing and Screening for Drug Use Section.
- 42 CFR 8.12(e) (4). *Detoxification treatment*. An OTP shall maintain current procedures that are designed to ensure that patients are admitted to short- or long-term detoxification treatment by qualified personnel, such as a program physician, who determines that such treatment is appropriate for the specific patient by applying established diagnostic criteria. Patients with two or more unsuccessful detoxification episodes within a 12-month period must be assessed by the OTP physician for other forms of treatment. A program shall not admit a patient for more than two detoxification treatment episodes in 1 year. Page 26, Medically Supervised Withdrawal Section.

A few examples of the many violations of the above described policy by TGWC:

- Patient DD was admitted to TGWC four times during 2015 (1/23/15, 5/2/15, 5/8/15, 12/3/15)

- Patient AZ was admitted to TGWC three times during 2016 (2/4/16, 2/23/16, 5/4/16)
- Patient ZR was admitted to TGWC four times during 2015 with 3 of them being during the month of February (2/11/15, 2/14/15, 2/18/15, 3/22/15)
- Patient MK was admitted to TGWC four times during 2015 with 3 of them being during the month of March (3/1/15, 3/24/15, 3/26/15 5/14/15)

DOL reviewed the re-admits and found that there were 18 patients with over 7 visits to TGWC.

Sherry Acosta was the Clinical Director at TGWC in 2014. She told Lasko that patients should not be allowed to return to the program so quickly after discharge because this indicated that they needed another level of care or another program because TGWC wasn't working for them. Lasko responded "this is a business." Lasko also insisted that the patient return to the facility that referred them because he did not want people complaining about "stolen clients [patients]" because money was involved. Lasko attempted to intimidate people by making statements such as "people hurting my bottom line will be taken care of."

Acosta stated that Lasko had "super admin rights" in the Kipu (medical records) system. Only 4 people had this level of admin rights: herself (clinical director,) Director of Nursing, Lasko and Luisa Taleno (CFO). These rights should not have been given to Lasko or Taleno because it allowed for them to change or delete anything in the system.

Per Acosta when TGWC opened the census was low but increased quickly with the use of marketers. The marketers drove "extremely high end" vehicles and wore fancy clothes. Lasko allowed them free "roam" of the facility, which she did not agree with. However, Lasko was "not open to criticism." She told Lasko that the patients were "highly overmedicated," because they were drugging, falling asleep with lit cigarettes and burning holes in their clothes. Lasko said "they are getting what they need to be happy." Additionally, medications were dispensed to the patients immediately which resulted in "precipitated withdrawals." She said there were standing orders for medications and the nurses "knew what to do." The immediate dispensing of medications indicated that the facility was using on-hand medications or med sharing between patients, because there would have been no way to get a patient's prescription delivered from the pharmacy that quickly.

Acosta's employment ended when she told Lasko that if he continued to operate TGWC in its current state insurance companies would stop paying. She cited lack of documentation in charts, copying and pasting, same medications for a patient that didn't work during their last detox at TGWC two weeks prior, and lack of quality assurance.

According to Nursing Director Barbara Irizarry, she worked at TGWC in 2014 during the initial JCAHO audit. The auditor asked to speak with her directly after reviewing files and finding that a patient received medication very close to their admission time. Irizarry stated that Lasko regularly ordered medication sharing, so it was not a discrepancy. The nurses were to make a note on which patient they "borrowed" medications from to give to the newly admitted patient and then they put it back once the new patient's medication arrived. (The reason for this is so that the patient wouldn't leave the facility and deprive TGWC and Lasko of the ability to bill the patient's insurance.)

Stephen Pimentel worked in TGWC's call center (which opened around 2017, after patient brokering arrests began in south Florida) as a call taker. Call takers were paid hourly and given a bonus for each patient they brought in. He said that if the caller (potential patient) did not have insurance they (call taker) would just "throw them away," only providing the phone number to SAMHSA. He said that if the caller had insurance then they (call taker) would try to "sell them" on the facility. After the patient's insurance was verified TGWC would pay for the patient's deductible and plane ticket as long as the patient signed a Promissory

Note. He said TGWC was picky about which insurance policies they would take. They would not take state insurance, it had to be a PPO with out of network benefits or Cigna PPO which was a “prime insurance policy” that “the call takers had to get in.” He noted that all final decisions were made by Lasko, who was at their regular office meetings.

#### Blue Cross Blue Shield Investigation:

In 2015, Special Investigator Cynthia Dangerfield RN, CPC from Florida Blue insurance company (BCBS) conducted a medical records review (case #2015-0062) on patient records of their members that were treated by the TGWC. The “background/allegation” documented “it is suspected that the provider asks medical staff to falsify patient medical record by reporting the patient’s diagnosis as severe or moderate to obtain authorization for treatment and/or prolong the patient’s stay. Some patient’s drug of choice is [sic.] marijuana which does not require the level of testing that is billed. Medication is not properly stored and patient’s health has been affected.” Based on Dangerfield’s review of the medical records and recommendations, (BCBS) declined claims on 38 patients because of medical fraud activity.

DOL reviewed the Medical files for patients where BCBS denied payment of TGWC claims. DOL found lab orders being written on standing order instead of an individual order created specifically for a patient’s needs, and physicians reviewing lab results well after the patient was discharged. The only reason to review the results at that point in time would be in support of a claim to the patient’s insurance, not to create or modify a treatment plan.

Some of the other common issues identified by Dangerfield were:

1. Treatment Duration. Dangerfield noted lengthy treatment duration for several of the patients, which could indicate that TGWC was intentionally attempting to maximize potential claims to insurers since TGWC billed by the day. (Almost all substance abuse program billing is done per day, or per diem, so the longer the patient is admitted, the more days the facility can bill.)
2. Physical Exams. Dangerfield noted that initial physical exams were often not documented and possibly not performed at patient admission. New Directions Behavioral Health is the vendor who assists in promulgating and maintaining guidelines for providers to reference when submitting claims to BCBS. New Directions Behavioral Health has time requirements for admission history and physicals, psychiatric evaluations, and biopsychosocial assessments based on the level of admission (Detox, PHP, IOP, residential, etc.) Florida Administrative Code 65-D30.0042 also outlines some time lines for when these assessments must be performed relative to admission; a under this section a physical examination is required within two days of admission.
3. Urine Drug Test Issues. In addition to what appeared to be unsigned standing orders for every patient to receive urine drug tests regardless of their diagnosis or specific needs, Dangerfield noted orders that did not include specifications on which drugs to test for.
4. Blood Tests. Dangerfield identified several blood tests that occurred but were not ordered or reviewed by a physician. Additionally, she noted that these test results, along with those of urine drug screens were not related to treatment plans.
5. Counseling. Dangerfield noted that counselling and group sessions appeared to be run by peers and not overseen by professionals or credentialed staff members. Some sessions were marked as family sessions when family was not involved.
6. Treatment Plans. Dangerfield noted a distinct lack of treatment plan or incorporation of treatment methods and tests and their results into treatment plans.
7. Incomplete Nursing Records. In Dangerfield’s opinion, the nursing and therapist’s records either did not reflect an accurate record of treatment or reflected inadequate treatment.

8. Dangerfield also noted that on some of the medical records, the name of the reviewing medical professional did not match the signature or initials written in hand.

Dangerfield noted that more than 98% of the services for which TGWC submitted claims to Florida Blue were denied because the documentation provided by TGWC did not support the services they claimed to provide. She noted that, after these almost complete denial of claims, TGWC continued to submit claims that displayed the same flaws, which were also subsequently denied.

Cigna Investigation:

On June 21, 2016, Cigna insurance company special investigation unit completed an audit of claims submitted by TGWC. The audit was based on a review of the facilities billing history and medical record documentation. The medical records were received and subsequently reviewed by a medical director. The written documentation was not found to be adequate or consistent with standards of care and numerous urine drug screen tests submitted for claims were not medically necessary. The audit also revealed that TGWC does not collect the full out of network cost share obligation from Cigna patients, as required by Cigna's provider agreements. Fla. Stat. 817.234(7)(a) prohibits the general business practice of a provider billing amounts at its usual and customary charge if such provider has agreed with the insured or intends to waive deductibles or copayments, or does not for any other reason intend to collect the total amount of such charge. As described below, there is evidence that TGWC did not make a good faith attempt to collect deductibles for the first two years of providing treatment to patients in Florida.

Nurse Irizarry said TGWC paid for all the airfare for patients being admitted and then made the patients sign promissory notes when they arrived. TGWC never intended on collecting the money, they just had to send out a letter of collection "for looks" to satisfy DCF. TGWC also paid for insurance premiums to reactivate policies and for Cobra policies.

Your Affiant, along with other members of the investigative team, reviewed Kipu records from TGWC and independently corroborated the findings by Florida Blue and Cigna. Numerous patients were given urinalysis tests but the result of those tests were never discussed with the patient or made part of the treatment plan. In several instances, the results of the UA were not received by TGWC until after the patient had already been discharged from the facility. Similarly, it did not appear that the results of pregnancy tests or STDs tests administered by TGWC staff were discussed with patients.

Between 2014 and 2018, TGWC billed the following insurance companies a total of \$148,197,062.13:

- Aetna was billed \$10,743,691.89 and paid \$3,400,740.15
- BCBS was billed \$74,853,835.00 and paid \$22,728,562.46
- Cigna was billed \$15,726,072.21 and paid \$8,251,798.84
- Humana was billed \$1,075,000.00 and paid \$142,042.13
- United Healthcare was billed \$36,065,052.08 and paid \$12,738,762.65
- Beacon Health was billed \$9,648,394.95 and paid \$4,979,495.83
- Fabian & Bryn, LLC was billed \$84,980.00 and paid \$30,566.34.
- Amtrak is self-insured. They were billed \$303,165.00 and paid \$119,221.00

Although TGWC billed almost \$150 million to insurance carriers during this time period, the carriers denied the majority of TGWC's claims. Based on Your Affiant's training and experience and within the context of this investigation, this indicates that the insurance carriers likely found similar issues to those described by Cigna and BCBS investigators and confirmed by DOL sample analysis of TGWC's Kipu records and through witness interviews. It should be noted that Florida's insurance fraud statute makes it illegal to

merely submit a false claim; the fact that the insurance companies denied many of TGWC's claims does not mean that TGWC's submission of those false claims was protected under the insurance fraud statute. Furthermore, Lasko and TGWC were still able to collect millions of dollars despite the denied claims.

#### Coconspirators:

Lasko was not able to commit this extensive amount of health care fraud alone and therefore recruited numerous coconspirators.

#### Dr. Mark Hernandez

Dr. Mark Hernandez was the medical director for TGWC. He was also medical director for several other facilities. Hernandez's actions perpetuated the fraud Lasko was committing. Review of Kipu records indicate that Dr. Hernandez had a standing order for all patients to receive at least one urinalysis during their stay, regardless of the diagnosis, (treatment of alcoholism or cannabis use should not require a urinalysis). The nature of Dr. Hernandez's "standing" order was confirmed by testimony from Adam Adler during the federal trial of Al Ahmed in the US Southern District. Adler testified that Hernandez was one of the physicians who worked for him at Holistic Recovery Center. Adler stated he fired Hernandez after learning that Hernandez rarely showed up in person, instead sending ARNPs to do his work and then sign off on any prescriptions or UA tests. Adler believed that Hernandez allowed others to utilize his signature for this purpose. Adler also stated that Hernandez commonly used a 60 day standing order for UAs for patients. This allowed the provider to order UAs for any type of test during the patient's stay, regardless of medical necessity, and then submit claims for payment to the insurance providers. Adler confronted Hernandez about this practice and Hernandez admitted that he utilized the practice at each of the other facilities where he worked, including TGWC. Adler also advised federal authorities that Hernandez admitted to prescribing medically unnecessary UA tests in a federal civil law suit involving Living Tree Laboratory.

Your Affiant and the investigative team working on this case independently corroborated the information provided by Adler. A review of Kipu records confirms that Dr. Hernandez appears to have ordered testing that was not medically necessary, meaning the results were not utilized to develop or update a patient's treatment plan. His signature on various medical orders and paperwork appears to be electronic or a form signature that could easily be used by others. There also appeared to be standing UA orders, and UAs were ordered in ways that do not appear to have contributed to patient treatment, but were designed to maximize insurance billing potential. Hernandez did not directly supervise the ARNPs or NPs as is required by law. This is evident based on the length of time it took for him to sign off on something they did. The following is one of many examples of fraudulent and illegal activity committed by Hernandez:

Patient NR was admitted with moderate intoxication for opioids on 6/17/2015 at 9:20 pm and discharged on 6/23/2015 at 11:00 am. On 6/18/2015 at 10:32 am, Mansoor Shoukat, NP signed the Initial Psychiatric Evaluation (Kipu pg. 215-221) for Admission into TGWC. On April 26, 2016 at 6:22 pm, 10 months after the discharge of NR, Hernandez signed the admission. Pursuant to Fla. Adm. Code 65D-30.004, Nurse Practitioners have the authority to admit patients only under the supervision of a physician. Clearly Shoukat was not being supervised by Hernandez. On June 17, 2015 at 10:06 am, NR submitted to a Point of Collection ("POC") Urinalysis ("UA") test. The POC provides immediate results for specific drugs in a patient's system. NR tested positive for Buprenorphine and Opiate. Typically, results are used in the creation or modification of an individual treatment plan. On November 12, 2015 at 7:18 pm, 5 months after NR was discharged, Hernandez reviewed and signed the results (Kipu pg. 182-183.) The initial Detox Abbreviated Treatment Plan for NR was completed on June 17, 2015 and closed on June 19, 2015. Since Hernandez signed the test result five months after the discharge date, this POC UA could not have been used in the creation or modification of NR's treatment plan. There is a time stamped log in KIPU for every



time someone utilizes or modifies a patient file, and there is no evidence Hernandez or any other medical professional reviewed the results and incorporated them into the treatment plan prior to NR's discharge. Furthermore, this practice violated TGWC's own policy and procedure as set forth in their DCF application discussed above, which provided, "Results from test/screenings must be reviewed, signed, and dated and credentialed by the Medical Director *within 24 hours* of receiving results."

On June 17, 2015 at 2206 hrs, NR provided a urine sample for confirmatory testing as ordered by Hernandez. Confirmatory testing is performed to not only confirm the results in the UA POC test, the test also identifies any additional drugs in the patient's system. This patient tested positive for the following: Codeine, Morphine, Buprenorphine, cocaine metabolite, heroin metabolite. This test should have been used to guide NR's treatment and care. On December 4, 2015 at 1050 hrs, which was about 6 months after NR's discharge date, Francisco Brenes, ARNP reviewed and signed this confirmatory test result. This test was not reviewed by a physician nor was it used to plan NR's course of treatment. (Kipu pg. 207-214)

On June 21, 2015 at 00007 hrs, the above process began again. NR submitted to a Point of Collection ("POC") Urinalysis ("UA.") NR tested positive for Buprenorphine, Benzodiazepine and Opiate. Typically, this result would have been used for a possible modification of NR's treatment plan. On November 15, 2015 at 2043 hrs, almost 5 months following NR's discharge date, Hernandez reviewed and signed this POC UA (kipu pg 184-185.) The initial Detox Abbreviated Treatment Plan was completed on June 17, 2015 and closed on June 19, 2015. There were no other treatment plans on file. This POC UA could not be used in the creation or modification of NR's course of treatment because it was performed after the initial treatment plan was closed and there are no other treatment plans in NR's file.

On June 21, 2015 at 1207 hrs, NR provided another urine sample for confirmatory testing ordered by Hernandez. This test showed that NR tested positive for the following: Hydromorphone, and Morphine. This test should have been used to guide NR's treatment and care. On December 4, 2015 at 1050 hrs, about 6 months after NR's discharge date, Francisco Brenes, ARNP reviewed this confirmatory test result. This test was not reviewed by a physician nor was it used to plan the patient's course of treatment.

DOL did an analysis of TGWC's Kipu records and found that Hernandez was associated with 4,330 patient files. Per Nurse Irizarry, Hernandez was the psychiatrist for TGWC who provided the standing UA and taper orders. She said he would come to the facility once per week.

Investigators from DOL analyzed a sample of 150 confirmatory UA test results from TGWC patients between September 29, 2014 and October 31, 2017 to determine when Hernandez reviewed UA test results and whether he incorporated those results into a patient's treatment plan. Of the 150 UA results reviewed, DOL investigators found that 90 confirmatory UA tests were signed by Hernandez after the patients had already been discharged by TGWC. The "signature" that appears on each record signifying Hernandez's review is an electronic signature that allows a reviewing physician to sign with the touch of a button. The patient records contained no indication that any other medical professional or staff member had reviewed the results prior to Hernandez. In several instances, Hernandez signed and reviewed these UA results months after the patient's discharge. Claims data provided associated with these 90 UAs revealed that insurance claims were submitted to patients' insurance companies at the rate of \$2,000 per UA test, for a total of \$180,000.

It should be noted however that TGWC did not directly submit each of these 90 claims. Kipu records show that TGWC directly billed insurance carriers, including BCBS and Aetna, for 14 of the 90 UAs (\$28,000 worth). Several claims were submitted through various labs including Millennium Laboratories, Toxicology Lab Solutions, Anchor Diagnostics, and National Laboratories, LLC, where TGWC sent the UA specimen for confirmatory testing. However, TGWC had to forward the patient's insurance carrier

information to these labs to allow them to file claims for the testing, meaning TGWC caused the patients' insurance to be billed for UAs that were not incorporated into the patients' treatment. Additionally, Adam Adler, who owned Anchor Diagnostics, testified that he referred patients to Lasko at TGWC in part in exchange for UAs sent to Anchor. Eventually, Lasko sold his lab to Adler. Part of the agreement for the sale involved a promise that Lasko would send all of the UAs from his facilities to Adler's new lab.

DOL noted that some patients, such as patient, J.B., who were admitted for detox from severe alcohol addiction with no other indication of narcotics abuse, were also given confirmatory UAs. J.B., a 67 year old female, was also given a pregnancy test. Her Kipu file also contained contradictions about her treatment; some records indicate that she attended numerous therapy sessions until 11 pm, while other notes indicate that she was unable to leave her room for days during the same time period.

#### Patient Brokers

Per Nurse Irizarry, Lasko relied on "patient brokers" to supply him/TGWC with insured patients so that he could bill insurance companies millions of dollars. There is a distinction between patient brokers and marketers whose patient referrals comply with the safe harbor provisions of Fla. Stat. 817.505; marketers who comply with the law are not paid by the patient, which patient brokers receive kickbacks in the form of money or other benefit per each patient referred.

According to Irizarry and as confirmed by Kipu records, the patients were brought to TGWC in Miami Dade County from all around the country, the tri-county area and Martin County. Several of Lasko's brokers have provided sworn statements attesting to the fact that they were paid solely for the referral of insured patients to Lasko/TGWC and that the amount of the payment depended on the number of patients referred. Once again, Lasko's knowledge and intent in this regard was evidenced by his approach. He had each broker sign an independent contractor agreement and refused to do business with them unless or until they set up their own company for the receipt of referral payments. While the signed agreements stated that there would be a set monthly fee for referrals, Lasko made it clear to the brokers that they would receive more money (or no money) based on the number of patients referred. Bank and Kipu records confirm that the brokers were paid varying amounts depending on the number of patients referred each month.

In total, TGWC and Lasko paid \$4.9 million that to marketers identified as patient brokers in this affidavit for patient referrals.

The brokers also knew that the quality of the patient's insurance policies were important to Lasko because their referrals were accepted or denied based on the patient's policy (potential reimbursement from the insurance company.) There were "preferred policies" that were known to be financially lucrative. This fact shows that Lasko's main concern was with profit, rather than patient welfare. It also shows that Lasko's intent in paying patient brokers for patient referrals was so that TGWC could fraudulently bill those patients' insurers. As described below, TGWC functioned mainly as a clearinghouse for addicts, many of whom returned and were detoxed there numerous times, only when their insurance companies were likely to pay TGWC's claims. When a patient's insurance ran out, they were often ejected.

#### James Tomasso

In February of 2017, James Tomasso (owner of three treatment centers: Pathway 2 Recovery, Inspirations, Acceptance and multiple LLCs) provided a sworn statement and supporting documentation regarding his agreement with Lasko/TGWC. Tomasso provided a "Marketing Agreement" signed by Lasko (as President) and himself (as Marketing Director) on December 1, 2015. Tomasso also signed a W-9 on the same date. The agreement was done in Lasko's office at TGWC and was for \$30,000 per month. Tomasso explained

that Lasko offered him \$1,000 per patient he referred. Tomasso began referring patients (from his facilities in Palm Beach County) through Lasko's associate [REDACTED] and receiving his payments via USPS to his office in Boca Raton. Lasko began paying Tomasso on December 31, 2015 with check number 5510 for \$30,000. Lasko continued paying Tomasso as follows: 2/1/16 check # 5605 \$30,000, 3/1/16 check # 5667 for \$30,000, 4/1/16 check # 5724 \$30,000, 6/1/16 check # 5806 \$40,000, 6/2/16 check # 5883 \$40,000, 7/5/16 check # 5951 \$40,000, 8/1/16 check # 1602 \$50,000, 9/1/16 twice check # 1724 and check # 1727 for \$50,000 for a total of \$390,000 for patient referrals.

Tomasso had numerous text messages between himself and [REDACTED] regarding referred patients. The text messages generally included patient information such as a picture of insurance card and DL or ID card, approval for admission and transportation information. Your Affiant obtained a search warrant for numerous email accounts held by Lasko and his associates at TGWC and found multiple emails between Tomasso and TGWC regarding the referral of patients (similar to the text messages.)

It should be noted that Tomasso's statement was provided in connection with his plea agreement with the Palm Beach State Attorney's Office. Tomasso pled guilty to 21 counts of 3<sup>rd</sup> Degree Felony Patient Brokering and was sentenced to 544 days jail followed by 60 months' probation, with a special condition that he cooperate with law enforcement.

#### Adam Adler

In September 2019, Adam Adler (owner of Holistic Recovery Center, AA Marketing, Anchor Diagnostics) provided a sworn recorded statement explaining how Lasko paid him for patient referrals and for "consulting work." Adler provided this statement as part of an agreement to cooperate with law enforcement following his arrest for patient brokering and money laundering.

Adler said that he reviewed insurance policies for patients Lasko received from referral sources to make sure that Lasko was paying those referral sources the appropriate amount to allow Lasko to get a return on his investment. Lasko would either print out Kipu records or transmit the relevant patient information to Adler to review. Adler would then value the various insurance plans and tell Lasko what he should expect in reimbursement for TGWC claims submitted under the policies. Lasko used this information to determine how much of a kickback to pay each referral source. Adler testified he reviewed marketing agreement contracts for Lasko and assisted in preparing them. He helped Lasko attribute a dollar amount to each incoming patient. If a patient broker was sending in high value policies, Lasko would offer them a larger contract.

This practice began almost as soon as Lasko opened TGWC. The first check Lasko wrote to Adler for the illegal referral of patients was a \$34,000 check dated 9/16/14. Initially, Lasko was paying Adler by the patient, but in 2015, they switched to a flat monthly rate of \$110,000. Adler explained that this was after Lasko learned it was illegal to pay per patient and wanted to cover up the fact that Adler was still sending him patients. They came up with \$110,000 amount because it reflected Adler's past referral of 50-60 patients/month at \$2,000 each. Lasko began using this same method with all of his patient referral sources – paying more of a flat rate based on the number of patients referred in the past.

Adler testified that Lasko's goal was to pay roughly \$1,000 (in kickbacks) per patient per admission for detox at TGWC. Lasko would keep them for detox and then refer them back out. Initially, Lasko paid Adler between \$2,000 and \$3,000 per patient. These payments were made with the understanding that the patient would usually return to HRC after detox.

Adler testified he helped Lasko value policies for patients referred from other treatment centers, marketing companies, and individual brokers. He said that Lasko became known in the industry as the "Contract King," because he had so many contracts with different individuals and entities for patient referrals. When asked about Lasko's practice of having patients dropped off at hospitals, Adler stated that, when a patient did not want to return to their referring source after detox, Lasko preferred to leave them at a hospital rather than damage his relationship with a referring treatment center.

Eventually, Adler taught Lasko and his nephew, Noah Lasko, how to evaluate the value of each patient based on their insurance policy, condition, and TGWC's general business model. At some point, Lasko began paying Adler less per client referred from HRC and less for his consulting services, and eventually they ended their arrangement. Adler estimated that, at its peak, TGWC was billing over \$100,000/day to patients' insurance companies.

Adler provided a copy of his contract with Lasko, which provides that Adler's company, Double A Marketing, provide marketing services to TGWC in exchange for \$40,000/month. The time period from the contract is indefinite. Over time, Lasko fell behind in his payments to Adler. In 2016, Lasko sold his lab, PAJCL Lab to SAF Toxicology, LLC, d.b.a. Anchor Diagnostics (Adler's lab company) for \$2.4 million, a price in excess of the lab's value. The purchase price was predicated on an agreement that Lasko would send Anchor UAs from Lasko's facilities in California and Florida. Lasko also promised to send UAs from any facilities he opened in the future and from facilities owned by his "friends." Adler provided a copy of this sales contract.

Adler also provided copies of communications with Jonathan Lasko, Noah Lasko, and [REDACTED] where they discuss the referral of patients and payments. Adler also provided a spread sheet example documenting patient names, date of admission and who referred the patients. In that spreadsheet Adler identified numerous brokers that Lasko had agreements with, to pay for the referral of patients. Adler himself was paid approximately \$2.6 million from September 2014 through August 16, 2017 from Lasko for services including the referral of patients, UAs sent to Adler's lab Anchor Diagnostics, and guidance on how to evaluate insurance policies to increase profits. Although Adler continued to refer patients to Lasko through December 2017, the bank records do not reflect that Lasko made any additional payments to Adler.

Investigators corroborated Adler's allegations through interviewing other witnesses and examining Kipu records. A search of TGWC Kipu records revealed that 2,052 patients' UAs were referred to Anchor Diagnostics, with 74 patients' UAs referred in 2018 and 160 in the fourth quarter of 2017 alone.

Lasko's nephew, Noah Lasko was complicit in the scheme to defraud the insurance companies. Noah signed at least two of the checks to Adler paying for patients and/or "guidance" on how to evaluate insurance policies to increase profits. Noah signed two checks to Double A Marketing Services LLC, owned by Adam Adler, drawn on TGWC First Green Bank Account number [REDACTED]; July 3, 2017, check # 1038 for \$30,000 and August 16, 2017, check # 1108 for \$10,000. Noah's signature was on the signature card for the account and matched the signature on these checks.

According to Adler, Noah Lasko also charted the number of patients referred by HRC and kept track of the costs of acquisition. Noah also charted patients TGWC received from other patient brokers sent.

Anthony Marchello initially worked for HRC's call center (Ace Marketing) and then TGWC's call center. He said Adler and Lasko had an agreement that the patients would go to TGWC first and then to HRC. Additionally, TGWC would send their lab business to Anchor Diagnostics Laboratory which was owned by Adler. If the potential patient did not have insurance or had an HMO they were given the number to

SAMHSA and the call was ended. If the person had Empire NY Ships plans they were pitched HRC. If the verification of benefits (VOB) came back approved, Marchello used Adler's American Express card to purchase the patient a ticket through Expedia.

Irizarry said that "bus loads" of patients would come in together from HRC. She stated the patients reported being given sneakers, Ipods ("kickbacks") and they were high. According to Irizarry, to properly treat a patient it is necessary to allow the detox to actually start before giving them medications. Giving taper medications to a patient who is high can cause precipitated withdrawals which can be life threatening. This statement is in line with discussions of precipitated withdrawal in the ASAM National Practice Guidelines For the Use of Medications in the Treatment of Addiction Involving Opioid Use. According to the ASAM guidelines, precipitated withdrawal causes immediate withdrawal symptoms, often more severe and immediate than ordinary withdrawal symptoms and can require hospitalization and even admission to the ICU. <https://www.asam.org/docs/default-source/practice-support/guidelines-and-consensus-docs/asam-national-practice-guideline-supplement.pdf> Page 27. According to the guidelines, opioid-dependant patients should wait until they are experiencing mild to moderate withdrawal before taking the first dose of [taper medication] to reduce the risk of precipitated withdrawal. Generally, [taper medication] initiation should occur at least 6–12 hours after the last use of heroin or other short-acting opioids, or 24–72 hours after their last use of long-acting opioids such as methadone. Page 8.

#### Mike Phillips

On September 27, 2019, Joseph "Mike" Phillips (Hartnett Resources) provided a sworn statement that he was referring patients to Lasko/TGWC through [REDACTED] until he decided he should be paid for these referrals. Phillips had 14 sober homes under the name Infinity House and a lot of patients needing detox services.

[REDACTED] organized a meeting between Phillips and Lasko that took place in Lasko's office at TGWC. Lasko "emphatically kept saying I will not pay per person, but let's see how many people you send and then I will determine how much we pay you." Phillips felt that although Lasko was using the words I will not pay per person, he was still paying per patient because he (Lasko) was going to pay Phillips a monthly amount based on the average of how many referrals he made. Approximately one month after Phillips began sending patients to TGWC/Lasko he received a check for \$7,500. Phillips said that he went to TGWC to collect the check which was given to him by [REDACTED] and he never met Lasko again. Phillips ultimately referred 9 patients to TGWC.

Phillips provided a copy of the front and back of the check paid to his company Hartnett Resource Services by "TGWC Associates LLC, DBA The Gardens Wellness Center," for the referral of patients in violation of Florida State Statute 817.505. The money was paid to Phillips from TGWC's "Bank of America" account, number ending in # [REDACTED]. The check is written on Check # 1764 in the amount of \$7,500, and is dated 10/05/2016. The signature appears the same as that on Lasko's driver's license and the memo line is blank. Phillips also provided a copy of his "Marketing Agreement" with TGWC. The agreement was never signed by either party, and Phillips reiterated that he did not provide ANY services for TGWC. He only referred patients for substance abuse detox services.

Numerous emails were found during the search warrant between Phillips and TGWC regarding these referrals containing patient insurance information and arranging for their admission to TGWC.

### Chris Gilkey

On October 1, 2019, Christopher "Chris" Gilkey, provided a sworn statement regarding his referral agreement with Lasko/TGWC. Gilkey owned Saving Lives One Day at a Time, his company based in Palm Beach County. In 2015 he was approached by Morgan Arnold and Josie Marshall who told him that "they" [TGWC] were looking for "outreach coordinators" (otherwise known as Patient Brokers) and he should contact "██████" (██████████████████). Gilkey contacted ██████ and was told that he would need to produce (patients) and show what he could do before he met Lasko. Gilkey began referring patients through ██████ and then had a meeting with Lasko at TGWC to finalize the agreement.

The contract signed by Gilkey and Lasko is identical to that of the other "marketing agreement" contracts Lasko had with other patient brokers discussed herein, except it provided that Gilkey be paid \$8,000 per month for 12 months.

The contract included the following provisions: "Contractor shall maintain a Google ad campaign for the purpose of marketing and promotion of the Treatment Center's services to individuals who may have a need for those Services. Contractor's services hereunder shall include:

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| -Web Marketing                   | -Strategic Growth Consulting        |
| -Print Material Participation    | -PR Assistance                      |
| -Client information/demographics | - Event Participation               |
| -Phone Room Support              | -Preliminary Insurance Verification |
| -Coordination of Itinerary       |                                     |

The contract states that the agreement will last for four months. The contract also contains the following provision:

14. The Treatment Center and Contractor expressly acknowledge and agree that the compensation paid by the Treatment Center to Contractor cannot and will not be construed as a payment based on the number of referrals made by Contractor to Treatment Center and that said compensation has not been offered or paid as a commission, bonus, rebate, kickback, or bribe to induce Contractor to refer patients to the Treatment Center. The parties acknowledge that the compensation under this Agreement is consistent with fair market value in arms-length transactions for the services, both individually and in the aggregate, and shall not be determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties. The parties agree that aggregate services contracted for under this Agreement do not and shall not exceed those which are reasonably necessary to accomplish the commercially reasonable business purpose of the services. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC § 1320a-7b), the Florida Anti-Kickback Statute (Flu. Stat. § 456.054), the Florida Patient Brokering Act (Fla. Stat. § 817.505(i)), or any Florida law governing fee-splitting (Fla. Stat. §§458.331(1)(i), 459.015(1)(j), 395.0185(1), 400.176(1), 429.195, 465.185(!), 483.245(1), 483.82S(1)(q) or 490.009(1 )U), as appropriate).

Between 11/1/15 and 2/15/17, Gilkey would go to TGWC to collect his checks. Numerous emails were found during the search warrant between Gilkey and TGWC regarding these referrals. The emails contained patient insurance information and arrangements for their admission to TGWC. Lasko paid Gilkey 5 times totaling \$52,000. 11/1/15 check #5289 \$8,000, 12/31/15 check #5512 \$8,000, 2/1/16 check #5607 \$8,000, 4/1/16 check #5726 \$8,000 and 2/15/17 check #2023 \$20,000. Based on the signature card for the account it appeared that Lasko signed these checks.

It should be noted that Lasko did not pay Gilkey in uniform, monthly payments for a term of 12 consecutive months as provided in the "marketing agreement." Instead, that amount of payment depended on the number of patients referred. Gilkey told investigators he did not provide any marketing services to TGWC; he merely referred patients. Once Gilkey stopped referring patients, Lasko stopped making payments to him, despite the terms of their contract.

A review of the Kipu files for many of the referred patients revealed that the referring facility is listed as the patient's emergency contact OR patient signs a release to allow TGWC to communicate with the referring facility about the patient's treatment. Review of Lasko's email account shows that the referring party, i.e., patient broker was always kept informed about a patient's discharge date.

Patients and former TGWC employees gave sworn statements saying that patients often had to go back to the place that referred them after detox at TGWC. If the patient did not want to return to the referring facility, Lasko would have his staff leave the patient in the hospital parking lot or kick them out on the street because he didn't want anyone accusing him of stealing patients or steering them elsewhere.

#### Morgan Arnold

Morgan Arnold who owned We Came to Believe was paid by Lasko 15 times between 11/15/15 and 12/5/16 totaling \$123,000 for the referral of patients to TGWC. Arnold endorsed and cashed all the checks she received at The Check Cashing store. Numerous emails were recovered during the search warrant documenting the patients referred by Arnold. These emails also showed that Arnold was having patients picked up and or dropped off by TGWC in Delray Beach, Boca Raton, Boynton Beach, Lake Worth. 11/17/15 check #5346 \$10,000, 11/30/15 check #5411 \$10,000, 12/21/15 check #5492 \$10,000, 12/31/15 check #5496 \$10,000, 2/1/16 check #5608 \$10,000, 3/2/15 check #5669 \$8,000, 4/1/16 check #5728 \$5,000, 5/9/16 check #5819 \$5,000, 6/3/16 check #5887 \$10,000 7/5/16 check #5952 \$10,000, 8/1/16 check #1597 \$10,000, 9/1/16 check #1717 \$10,000, 10/5/16 check #1771 \$5,000, 11/1/16 check #1827 \$5,000, 12/5/16 check #1865 \$5,000.

During his interview, Gilkey explained that he was a close friend of Arnold's. They spoke about their agreements with TGWC and he knew she was getting paid more than him. He also knew that she would cash her checks at a check cashing store and had a lot of cash that she would spend "splurge[ing]" on items. Agents believe that Arnold was cashing her checks at a check cashing store to disguise its illegal nature and to conceal the money from the government. She was on probation for grand theft and had a restitution order. Agents had heard and Gilkey confirmed that after Lasko began acquiring patients on his own and no longer needed brokers Morgan put up a GoFundMe page and raised \$17,000 that she was in arrears for on her restitution.

Your Affiant interviewed Arnold, who advised that she started working in the substance abuse treatment industry in March 2015 shortly after completing her own substance abuse treatment. Arnold established an LLC and signed a contract to work as a "marketer" for local drug treatment facilities. During this time she also worked at a call center. Eventually she was introduced to Lasko through Emanuel "[REDACTED]". Arnold and her business partner, Josie Marshall met [REDACTED] and Lasko in West Palm Beach, where she and Lasko both brought proposed contracts for a marketing (patient brokering) arrangement. Lasko told Arnold that he would pay \$10,000 per month for 10 "clients" [patients]. Marshall said with confidence that she could find 10 "clients" per month. Lasko said their \$10,000 per month was "contingent on placing 10 clients per month." Lasko told her it was illegal to write the number of patients on the contract. Each month Arnold had to provide Lasko with a list of the patients she placed and their admission dates in order to get paid. For the first payment, Lasko handed Arnold a check personally. For each subsequent payment, Arnold would first communicate with Lasko, then pick up her check from Lasko's employee "Carla." Arnold

provided your Affiant with an unsigned copy of the contract that provided for \$10,000/month payments for 12 months.

Eventually, Lasko began paying Arnold \$5,000 instead of the agreed upon \$10,000 per month because they were not producing enough patients. She noted that Lasko preferred UHC and a few other insurance policies because they paid out the most.

TGWC required Arnold to visit patients after they were admitted to make sure they were happy and would stay at TGWC. She was instructed to confirm the patients after care plans and tell them to attend group therapy sessions. When referring a patient, Arnold would tell TGWC where the patient would be discharged to. The discharge location would either be the halfway house they came from if it was a relapse or to a treatment center Arnold had a referral contract with. If one of the patients Arnold referred left AMA, she did not get paid for that patient. She spoke directly to Lasko about this.

Arnold stated that Lasko would purchase air plane tickets for patients coming from out of state. If she had a potential patient out of state that was approved Lasko would tell her to call [REDACTED], Paul [REDACTED] or Mike (Brucino), with the patient info. Then she would get a call back with the itinerary.

She said it was standard for the patient broker (referrer) to choose the discharge location for their patients, which would be another facility the broker was paid by. Once she had sent two patients to TGWC and Lasko wanted them to go to "The Oaks" (SOWC,) but they had been "committed" to another facility. Lasko told her to let them go to SOWC and he would make it worth her while. That could mean additional money paid to her that month or a few other patients she could send to another facility and get paid for. Lasko once gave Arnold and her business partner four floor seats to a Miami Heat game as a benefit.

[REDACTED]

[REDACTED] has been reported by numerous patient brokers as the person that they initially called when they wanted to refer a patient to TGWC. [REDACTED] set up the meetings between brokers and Lasko, who would then make the ultimate decision on whether to enter into a 'marketing' agreement with the patient broker. [REDACTED] is documented in hundreds of patient files and emails as patients' referral source. [REDACTED] was an employee of TGWC, but also appeared to freelance as a patient broker.

According to Adam Adler's testimony, [REDACTED] "was out there on the street meeting with every single treatment center, IOP, outpatient program, sober living home, marketing company ... say[ing] hey, send me a couple clients, show me what you can do, and then I'll get you at the meeting with Jon and Jon will get you on a contract. Prove yourself for one or two or three months. That's where I would come in and I would vet the policies that they were sending in. And then [REDACTED] would set up the meeting with Jon so that they could get paid.....Sometimes to entice bigger entities to be able to start referring in business, [REDACTED] would take some of the unattached clients... and send them to sober living, whether or not they needed that level of care, that treatment. That wasn't the concern. The concern was to get them to say wow, this guy's even sending me business, let me start sending in business, and then I also can get paid for the clients. So that's the role [REDACTED] played." Adler had direct conversations with [REDACTED] about these actions.

Adler also testified that he noted that [REDACTED] was often noted in patient face sheets/Kipu files as being a patient's discharge location, meaning that [REDACTED] was likely referring patients out to facilities for a fee. Adler stated that Jon Lasko was aware of [REDACTED]'s activity because he would always tag the referral list which showed the patient going back to the referral source - [REDACTED] Adler believes that Lasko was



“compensating” [REDACTED] for the high number of patients he brought in by allowing [REDACTED] to decide where the patients would go after TGWC. [REDACTED] could then charge facilities for these referrals.

Employee Tracy Ann Brown stated that [REDACTED] was the main marketer for TGWC and was the main point of contact for the other marketers.

Patient (D.D.) reported that [REDACTED] would call him weekly to see how he was doing, which was really [REDACTED] “preying” on him trying to get him back into TGWC. Tomasso and Phillips provided sworn statements that they were referring patients to TGWC through [REDACTED] until [REDACTED] introduced them to Lasko. Patient MS stated that “[REDACTED]” ([REDACTED]) was a “scumbag marketer” that took him to his own home for 2 nights while he brokered him into the facility. The patient’s mother DJ said [REDACTED] insisted she provided her credit card info to him for unknown “fees” and that [REDACTED] was “very difficult.”

Patient JD reported being connected to [REDACTED] ([REDACTED]) in February of 2017. [REDACTED] told him that TGWC was the “Marriott” of detoxes, and he would have his own room, big tv, and a nice bed. He agreed to go to TGWC and a car was sent to pick him up. He said he “blacked out” on the way there and then swallowed a “handful of Xanax” when he arrived. He told the staff what he did, but he was not taken to the hospital. He only remembers “bits and pieces” of the intake process and them standing him up to wake him in order to get him to sign papers. Eventually he woke up feeling very sick and began walking the halls looking for an employee. He ended up being kicked out and then beaten up outside by “Laz” and some other employees.

Patient WB reported that he called David Zimmerman when he needed detox. Zimmerman in turn called “[REDACTED] ([REDACTED]) the referral guy at the Gardens.” [REDACTED] called WB and told him that he would get a private room and be able to keep his cell phone and enjoy many amenities while at TGWC. When he agreed to go a car came to pick him up. He fell asleep in the car on the ride and was in “very poor condition” as well as being “under the influence” at the time. On arrival the staff had him Baker Acted because they thought he was a danger to himself. Lasko arrived and attempted to stop the Baker Act by arguing with the police and saying that the facility could care for WB. Lasko then followed the police to the hospital to argue for his release. Approximately 10-12 hours later he was released from the Baker Act and returned to TGWC. He said other patients said he must have had really good insurance for “Jon” (Lasko) to chase after him like that.

When WB returned to TGWC he went through intake but did not see a doctor. “They” called the doctor on the phone and must have given him “on hand” medication because he was medicated immediately. He said he was given Subutex, Ativan, B12, B-complex, Zinc, iron and a muscle relaxer. He felt he was given medications he did not need. While at TGWC [REDACTED] approached him and reiterated what he had told him on the phone. WB stayed for approximately 12 days and did not receive any “real” therapy the entire time. He did go to co-ed group therapy sessions with approximately 20-30 patients and 1 facilitator 3 times per day in order to receive a pack of cigarettes each day. He said he did not pay “1 penny out of pocket” and was told to ignore any bills he may receive.

Erik Shockley was a BHT Supervisor at TGWC. He said TGWC worked with multiple “Marketers” to obtain patients and that one of the “big time Marketers” was “[REDACTED]” ([REDACTED].) Then Lasko opened a call center so that he could generate patients without the use of Marketers.

Irizarry stated that [REDACTED] organized the barber and the masseuse to come to TGWC and provide services to patients. She said that these people need to be background checked and drug tested; [REDACTED] brushed her off. The barber later tested positive for cannabis but Lasko ignored Irizarry’s objections.

Agents have hundreds of emails from [REDACTED] to TGWC’s Verification Of Benefits Department verifying benefits of potential patients and in the subject line [REDACTED] identifies the referral source that he is the “middle

man” for (example: “Kevin H.....referred by Treatment Centers of North America”). [REDACTED] was paid a \$10,000 bonus on 10/31/16 from another one of Lasko’s companies called JNL Management. The memo line on the check stated, “Bonus.”

[REDACTED] [REDACTED] was the owner of Hopes & Dreams Marketing (H&D Marketing) and worked for Adler at HRC. [REDACTED] was paid \$165,000 by Lasko for patient referrals through this company. The payments were for \$15,000 each to H&D occurred between 4/1/16 and 3/15/17: 4/1/16 check #5730, 6/1/16 check #5879, 6/30/16 check #5945, 8/1/16 check #1596, 9/1/16 check #1723, 10/5/16 check #1759, 11/7/16 check #1828, 12/5/16 check #1862, 1/3/17 check # 1981, 2/3/17 check # 2013, 3/15/17 check # 2059. Your Affiant notes that, although each payment was for \$15,000, the schedule of payments was not monthly and did not comply with the terms of Lasko’s standard contract as discussed above. Review of Kipu records reflect that the payments correspond to dates when Abbot referred more patients to TGWC.

They later developed another scheme involving a chiropractic company and the patient referrals and brokering fees continued.

Adam Adler testified that he paid [REDACTED] for patient referrals. [REDACTED] initially worked for HRC and simultaneously for Adler’s marketing company, Double A Marketing Services.

Adler also stated he believed that [REDACTED] had an ownership interest in a treatment center called Recovery in the Light. Adler stated that his HRC patients would sometime leave AMA and end up at Recovery in the Light, which was located in Hollywood and has now changed its name to More Life Recovery. Adler stated that he has spoken to some of the other owners who claim [REDACTED] is a part owner and has seen [REDACTED]’s name listed as an owner on a plaque on the wall at the facility. Dan Keane, owner of Wounds and Treatment Center, said that [REDACTED] and his CPA were bragging that [REDACTED] made \$800,000 during a year he was working for Adler with a salary of only \$100,000.

Adler testified that in 2017, [REDACTED] stopped sending him patients for a couple of months. When Adler confronted him, [REDACTED] admitted to referring all of his patients to his roommate, Bryan Alzate, who owned United Recovery Project, and paid [REDACTED] for the referrals. During this time, Adler moved [REDACTED] to his call center and later discovered that [REDACTED] was forwarding prospective patients who had no insurance to another call center for Recovery in the Light, who would purchase insurance plans for the patients so that they could induce them to be treated there. Adler caught [REDACTED] doing this because [REDACTED] accidentally sent some of the patients for admit to HRC and the address for each patient listed was that of Recovery in the Light’s Hollywood address.

Adler also testified that he believed [REDACTED] owned or was associated with a marketing group that showed up in patient Kipu records as H and D Marketing. Adler stated that he reviewed patient records and noticed that H and D Marketing referred patients to TGWC, then sent them back out to United Recovery Project or some other facility that Adler knew [REDACTED] had a relationship with.

Natausha Zieschang was the Director of Client Services of HRC (Adler’s facility). She described herself as being the “concierge service” for the patients of HRC. She was given an American Express card by Adler and told to buy certain clients anything they wanted. She called these items “enticements.” [REDACTED] and Adler told her that “they (patients) have Fed (Federal) policies. They get whatever they want.” She said HRC employees had full access to TGWC’s patients. [REDACTED] would visit TGWC with a trunk full of Nike and Michael Jordan sneakers in an attempt to persuade patients at TGWC to come to HRC. Offering

inducements in the form of cash or other benefit to patients in order to induce patronage to a treatment facility violates Fla. Stat. 817.505.

### Hunter Johnson

Marketer Hunter Johnson owned HJ Intervention and Fresh Start (and/or HJ Intervention Services LLC and New Day Consulting LLC). Johnson received 11 checks from Lasko (TGWC) between 12/31/15 and 1/6/17 totaling \$205,000. Lasko and Johnson signed a Marketing Agreement identical to that of the other patient brokers described in this affidavit, with provision for \$6,000/month payments to Johnson for 12 months.

Johnson received the following payments for the referral of patients: 12/31/15 check #5508 \$15,000, 2/1/16 check #5603 \$15,000, 4/1/16 check #5720 \$15,000, 6/1/16 check #5878 \$20,000, 7/5/16 check #5949 \$20,000, 8/1/16 check #1594 \$20,000, 9/1/16 check #1722 \$20,000, 10/5/16 check #1763 \$20,000, 11/7/16 check# 1826 \$20,000, 12/6/16 check #1871 \$20,000 and 1/6/17 check #1993 \$20,000 totaling \$205,000. These checks were signed by Lasko, based on a comparison of the signature on the check and the signature on the signature card for the account. The payments received by Johnson for patient referrals were not uniform each month and did not reflect the amount provided in the “marketing agreement.”

Investigators have viewed dozens of emails between Johnson and TGWC regarding patients, their insurance verifications, and travel arrangements confirming that Johnson was a referral source for TGWC. Most of these emails are between Johnson and several other individual employees of TGWC discussing admission and discharge dates of patients. One email chain on October 9, 2016 involves Lasko responding directly to Johnson’s inquiry stating, “Hunter I was with her Friday and she revoked consent to call you or anyone else except her sister to me. She was freaking out. Sorry.” This email illustrates Lasko’s level of involvement in individual patient admissions and referrals. It also illustrates that Lasko understood Johnson intended to refer the patient to another facility after TGWC for a kickback– Lasko apologizes to Johnson, but does not honor the patient’s revocation of consent to inform Johnson about her discharge.

Investigators have located no evidence that Johnson provided services listed in the “marketing agreement” such as a Google ad campaign or strategic growth consulting. Instead, Kipu records, witness interviews, and Lasko’s emails reflect that Johnson simply referred patients to TGWC, was paid more in months when he referred a greater number of patients, and then took these patients back after their detox so he could refer them to other facilities.

Since many of the emails from Johnson contain patient insurance information, Johnson was on notice that Lasko intended to bill these patients’ insurance for their detox treatment at TGWC. In fact, Lasko could not have obtained these patients and billed their insurance companies without Johnson’s assistance.

### Bank Records

Bank records for TGWC reveal that, between January 2016 and August 2017, Jonathan Lasko, through TGWC bank accounts, paid patient brokers at least \$4.9 million. These payments were primarily made in the form of checks signed by either John Lasko (with a signature that matches that of his Florida Driver’s License and the signature found on other documents discussed in this affidavit such as the DCF application) or TGWC’s Accounting Manager, Noah Lasko. Noah Lasko is also listed as the registered agent for TGWC Associates, LLC in Sunbiz. Some payments, such as those to Aid in Recovery, were made via wire transfers from a TGWC bank account which listed John and Noah Lasko as the only signors.

The total amounts paid by TGWC to each patient broker between January 2016 and August 2017 is set forth below:

Addiction Treatment Consulting LLC	\$	75,000.00
	\$	600,000.00
Aid in Recovery (Bryan Deering)	(wires)	
Almost There LLC -Raymond DiIulio	\$	180,000.00
Alpha Addiction Marketing Inc.- Toni Young	\$	50,000.00
Double A Marketing Services LLC (Adam Adler)	\$	2,643,002.83
DZ Medical Corp	\$	75,000.00
Florida Treatment Connection	\$	9,000.00
GIE Inc.	\$	25,500.00
Giving Tree Recovery LLC	\$	22,500.00
Global Recovery Resources	\$	390,000.00
Hartnett Resources Services (Chris Gilkey)	\$	7,500.00
Helpnaddict.com	\$	15,000.00
HJ Intervention Services LLC/New Day Consulting (Hunter Johnson)	\$	205,000.00
Hopes & Dreams Marketing (██████████)	\$	165,000.00
	\$	15,000.00
John Brogan	(wire)	
Lifestyle Recovery LLC	\$	12,000.00
Martin Fox	\$	10,000.00
MD Marketing of South Florida	\$	15,000.00
NH Consulting Group LLC	\$	30,000.00
Right Foot Forward LLC (Bradley Hisle)	\$	140,000.00
Saving Lives One Day at a Time (Chris Gilkey)	\$	52,000.00
Seacrest Resources Center, Inc.	\$	16,000.00
Sunrise Sober Living	\$	50,000.00
The Cohill Group (Bradley Hisle)	\$	18,000.00
Treatment Center of North America	\$	25,000.00
We Came to Believe, Inc. (Morgan Arnold)	\$	123,000.00

These payments were made by check or wire transfer from bank accounts maintained at The CIBC Bank formerly known as The PrivatBank, Bank of America, or Seacoast National Bank formerly known as First Green Bank. John Lasko was the sole signor on the Bank of America account. John and Noah Lasko were co-signors on the Seacoast National Bank account.

John Lasko made payments to Adam Adler (Double A Marketing) and ██████████ (Hopes & Dreams Marketing) in the amounts of \$60,000 and \$15,000 from the TGWC BOA account ending in #██████. The source of these funds was insurance claim payments to TGWC's PrivatBank account and then transferred to the BOA account. These payments to Adler and ██████████ were for the referral of patients.

### **Conclusion**

Jonathan Lasko opened and maintained numerous LLCs that they utilized to bill and then receive millions of dollars in illicit funds from insurance companies. These insurance payments were illicit because they were based either fully or in part on fraudulent misrepresentations and/or omissions made by Lasko and TGWC to the insurance carriers. The insurance carriers were deceived into believing that TGWC patients

were not obtained via illegal patient brokering in violation of Florida and federal law. They were also deceived into believing that TGWC patients received medically necessary, appropriate care, rather than being overmedicated by standing orders of an absentee medical director who utilized a dangerous standard taper, rather than treatment based on each patient's needs. The insurers were also deceived into thinking that confirmatory tests for UAs were not part of a separate kickback scheme and would be incorporated into each patient's treatment plan.

Based on the evidence collected during Your Affiant's investigation and as described above, there is probable cause to believe that Jonathan Lasko, [REDACTED] Hunter Johnson and [REDACTED] did commit the following offenses:

1. Organized Scheme to Defraud Fraud, in that Jonathan Lasko, [REDACTED], Hunter Johnson, [REDACTED], and others known and unknown, did engage in a scheme constituting a systematic, ongoing course of conduct with intent to defraud one or more persons, or to obtain property from one or more persons by false or fraudulent pretenses, representations, or promises, and did obtain property from one or more of such persons, with an aggregate value of \$50,000 or more, in violation of Florida Statute§ 817.034(4)(a)(1) and 777.011.

I swear the foregoing statement is true to the best of my knowledge and belief.

*Nicole Lucas*

Nicole Lucas, Detective (Affiant)

Sworn to and subscribed before me this 14 day of June 2021.

*Heidi 6665*  
Notary/Witness