

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA</b>	<b>:</b>	<b>CRIMINAL NO. _____</b>
<b>v.</b>	<b>:</b>	<b>DATE FILED: _____</b>
<b>ALBERT SPEACH</b>	<b>:</b>	<b>VIOLATIONS:</b>
<b>ROSHANDA SPEACH</b>	<b>:</b>	<b>18 U.S.C. § 1341 (mail fraud - 4 counts)</b>
		<b>18 U.S.C. § 1347 (health care fraud - 4 counts)</b>
		<b>Notice of forfeiture</b>

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**INDICTMENT**

**COUNTS ONE THROUGH FOUR**

**THE GRAND JURY CHARGES THAT:**

At all times material to this indictment:

1. Injury Associates was a fake physical therapy and rehabilitation center run by the Federal Bureau of Investigation (“FBI”) located at 8001 Roosevelt Boulevard in Philadelphia, Pennsylvania. Specifically:
  - a. The FBI established Injury Associates to investigate individuals pursuing fraudulent health care claims, directed at car insurance companies, seeking recovery for fake or exaggerated injuries resulting from either real or staged car accidents.
  - b. Individuals called “runners” recruited potential “patients” to Injury Associates and were paid by Injury Associates for each patient they brought into the clinic.
  - c. Patients signed in to Injury Associates to make it look as if they

were receiving treatment for their fake or exaggerated injuries. In fact, Injury Associates did not provide any physical therapy or medical treatment to patients, but acted solely as a vehicle for generating false medical records and reports to make it look as if patients had received treatment for significant injuries.

- d. Patients used the false medical records and reports generated by Injury Associates to pursue fraudulent personal injury actions against car insurance companies.
- e. Patients also defrauded car insurance companies by causing them to pay Injury Associates for the non-existent treatment provided by a fictitious doctor.

2. Hector Tanon, a/k/a “Johnny B,” an individual charged elsewhere, was a runner who referred patients from real and staged car accidents to Injury Associates in exchange for payment from Injury Associates.

3. American Independent Insurance Company (“American Independent”) was a private insurance company that provided coverage for the automobile owned by defendant ALBERT SPEACH. The insurance plan of defendant ALBERT SPEACH was a health care benefit program as that term is defined in Title 18, United States Code, Section 24, and as that term is used in Title 18, United States Code, Section 1347.

## **THE SCHEME**

4. From in or about April 2003 through in or about June 2006, defendants

### **ALBERT SPEACH and ROSHANDA SPEACH**

devised and intended to devise a scheme to defraud American Independent Insurance Company, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

## **MANNER AND MEANS**

It was part of the scheme that:

5. Defendants ALBERT SPEACH and ROSHANDA SPEACH, with the assistance of Hector Tanon, staged an automobile accident to pursue fraudulent personal injury claims against American Independent. Defendants ALBERT SPEACH and ROSHANDA SPEACH claimed that this automobile accident occurred while the defendants were riding in the automobile of defendant ALBERT SPEACH, who was insured by American Independent.

6. Defendants ALBERT SPEACH and ROSHANDA SPEACH arranged with Hector Tanon to use the services of Injury Associates to support their fraudulent personal injury claims by having Injury Associates create false medical reports and treatment records.

7. Defendants ALBERT SPEACH and ROSHANDA SPEACH hired attorneys -- first, an individual known to the grand jury and identified here as S.F., and later, an individual known to the grand jury and identified here as E.L. -- to pursue their fraudulent personal injury claims against American Independent.

8. Defendants ALBERT SPEACH and ROSHANDA SPEACH met with a

representative from Injury Associates to discuss using Injury Associates to support their fraudulent personal injury claims and maximize the value of their claims. Defendants ALBERT SPEACH and ROSHANDA SPEACH understood and agreed that (1) Injury Associates would not provide any actual medical treatment or rehabilitation services, but instead would generate fraudulent medical records to make it appear as if the defendants suffered from serious injuries from a vehicular accident, and had received medical treatment and rehabilitation for those injuries; and (2) Injury Associates would make up the defendants' injuries that would be listed on the fraudulent medical records created by Injury Associates.

9. To support their position that they were receiving regular medical treatment and physical therapy at Injury Associates, defendants ALBERT SPEACH and ROSHANDA SPEACH occasionally visited Injury Associates to sign daily treatment and attendance sheets. At each visit, the defendants signed in for multiple days at a time, but they never received any treatment from Injury Associates.

10. Defendant ALBERT SPEACH also signed approximately three months of daily treatment and attendance sheets to cover a period of time that he was incarcerated in a Philadelphia prison and was not able to visit Injury Associates.

11. Defendants ALBERT SPEACH and ROSHANDA SPEACH caused Injury Associates to send to American Independent false and fraudulent medical records and reports, including health insurance claim forms, which Injury Associates used to bill American Independent approximately \$11,769 for the non-existent medical treatment and rehabilitation services.

12. The medical records and reports were false and fraudulent because they

stated that specific services had been performed at Injury Associates on particular dates, when in fact they had not been performed at all.

13. Defendants ALBERT SPEACH and ROSHANDA SPEACH thus caused American Independent to pay Injury Associates health care benefits totaling approximately \$9,801 for medical treatment and rehabilitation services that had not been provided.

14. On or about May 19, 2004, defendants ALBERT SPEACH and ROSHANDA SPEACH caused their attorney to send the fraudulent medical records generated by Injury Associates to American Independent to support their personal injury claims.

15. On or about August 18, 2004, defendants ALBERT SPEACH and ROSHANDA SPEACH caused their attorney, E.L., to file a petition in the Philadelphia Court of Common Pleas, requesting that their personal injury claims against American Independent be settled by arbitration. As the defendants knew, however, their personal injury claims were fraudulent because they were based on a staged accident and false medical records and reports.

16. On or about October 18, 2005, defendants ALBERT SPEACH and ROSHANDA SPEACH caused their attorney, E.L., to send a letter to American Independent seeking to settle the personal injury actions for "policy limits."

17. On or about June 9, 2006, after additional settlement negotiations, defendants ALBERT SPEACH and ROSHANDA SPEACH caused American Independent to issue checks for \$3,500 to each of them, for a total of \$7,000, to settle their personal injury actions.

18. From in or about April 2003 through in or about June 2006, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendants

**ALBERT SPEACH and  
ROSHANDA SPEACH,**

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by United States mail and commercial interstate carrier according to the directions thereon, the following documents relating to the false and fraudulent personal injury claims for health care benefits, each mailing constituting a separate count, as set forth below:

<b>Count</b>	<b>Mailing Date</b>	<b>Sender</b>	<b>Recipient</b>	<b>Document(s)</b>
1	May 19, 2003	Injury Associates	American Independent	Health insurance claim forms for ALBERT SPEACH billing approximately \$489 for physical therapy and medical treatment
2	June 9, 2003	Injury Associates	American Independent	Health insurance claim forms for ROSHANDA SPEACH billing approximately \$880 for physical therapy and medical treatment
3	May 19, 2004	E.L. (attorney for defendants)	American Independent	Letter enclosing fraudulent medical records to support personal injury claims of defendants
4	June 9, 2006	American Independent	E.L. (attorney for defendants)	Check for \$3,500 to settle personal injury claim of ALBERT SPEACH

All in violation of Title 18, United States Code, Section 1341.

**COUNTS FIVE THROUGH EIGHT**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 3 and 5 through 17 of Counts One through Four are incorporated here.

2. From in or about April 2003 through in or about June 2006, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendants

**ALBERT SPEACH and  
ROSHANDA SPEACH**

knowingly and willfully executed a scheme and artifice to defraud a health care benefit program, and to obtain money and property owned by and under the custody and control of a health care benefit program, by means of false and fraudulent pretenses, representations, and promises, in connection with the delivery of and payment for health care benefits, items and services, by submitting and causing to be submitted false and fraudulent health care insurance claims in connection with personal injury actions, involving medical treatment and physical therapy services purportedly provided to defendants by Injury Associates, when as the defendants knew, the treatment and services claimed had not in fact been provided as represented, and thus the health care insurance claims were false and fraudulent, with each false and fraudulent claim constituting a separate count as set forth below:

<b>Count</b>	<b>Date</b>	<b>Fraudulent Claim</b>
5	May 19, 2003	Health insurance claim by Injury Associates for ALBERT SPEACH to American Independent for approximately \$489 for physical therapy and medical treatment

6	June 9, 2003	Health insurance claim by Injury Associates for ROSHANDA SPEACH to American Independent for approximately \$880 for physical therapy and medical treatment
7	May 19, 2004	Letter from E.L. to American Independent enclosing fraudulent medical records to support personal injury claims of defendants
8	October 18, 2005	Letter from E.L. to American Independent seeking to settle defendants' claims for "policy limits"

All in violation of Title 18, United States Code, Section 1347.

**NOTICE OF FORFEITURE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. As a result of the violations of Title 18, United States Code, Sections 1341 and 1347, set forth in this indictment, defendants

**ALBERT SPEACH and  
ROSHANDA SPEACH**

shall forfeit to the United States of America any property that constitutes or is derived from proceeds traceable to the commission of such offenses, including, but not limited to, the sum of \$7,000.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b) and 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 the defendants up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Sections 981(a)(1)(C) and 982 (a)(7).

**A TRUE BILL:**

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**FOREPERSON**

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**PATRICK L. MEEHAN**  
**UNITED STATES ATTORNEY**