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CLERK'S OFFICE U.S. DIST. COURT
AT ABINGDON, VA
FILED

JAN 18 2012

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ABINGDON DIVISION**

JULIA C. BUDLEY, CLERK
BY: *[Signature]*
DEPUTY CLERK

UNITED STATES OF AMERICA

v.

**EDDIE WAYNE LOUTHIAN, SR.
SALTVILLE RESCUE SQUAD, INC.
MONICA JANE HICKS**

:
:
: Case No. 1:12CR2

:
: **Violations: 18 U.S.C. §§ 2, 1035, 1347,
1349, 1623 and 1957**

INDICTMENT

INTRODUCTION

The Grand Jury charges that, at all time relevant to the indictment::

1. Medicare was a "health care benefit program" funded and administered by the United States government. Anthem Blue Cross and Blue Shield ("Anthem"), an insurance company, was a "health care benefit program." A "health care benefit program" is defined in Title 18, United States Code, Section 24(b) as "any public or private plan or contract, affecting commerce, under which any medical benefit, item, or service is provided to any individual, and includes any individual or entity who is providing a medical benefit, item or service for which payment may be made under the plan or contract." Medicare provided supplementary medical insurance benefits to eligible recipients, which include compensation for ambulance transportation under certain circumstances.

2. To receive Medicare reimbursement for covered services, providers submit billing claims data to a fiscal intermediary. Fiscal intermediaries receive and process the claim, and authorize payment to the providers by way of check or electronic funds transfer. The Medicare fiscal intermediaries for Virginia ("Fiscal Intermediaries"), are known to the grand jury. Virginia provider claims were processed and paid through a center located in Dallas, Texas until March 18, 2011.

After March 18, 2011, Virginia provider claims were processed and paid through a center located in Camden, South Carolina.

3. Medicare will pay for emergency and non-emergency ambulance services only when a beneficiary's medical condition at the time of transport is such that other means of transportation, such as taxi, private car, wheelchair van or other type of vehicle is contraindicated (i.e. would endanger the beneficiary's medical condition). Medicare does not cover any means of transport other than transport by ambulance.

4. Non-emergency transportation by ambulance is appropriate and covered only when a patient is bed-confined or his/her condition is such that transportation by ambulance is medically required. Medicare defines bed confinement as: unable to get up from bed without assistance; unable to ambulate; and, be unable to sit in a chair or wheelchair.

5. At all times relevant to this indictment, SALTVILLE RESCUE SQUAD, INC., ("SRS") has been a non-profit corporation located in Saltville, Virginia, in the Western Judicial District of Virginia.

6. As a part of its business, SRS offered ambulance services to individuals in Southwest Virginia. Sometime during the summer of 1999, SRS began billing insurance companies for ambulance services rendered. On April 25, 2000, SRS entered into an agreement with Medicare to become a Medicare service provider.

7. EDDIE WAYNE LOUTHIAN, SR. ("LOUTHIAN") began as a volunteer for SRS in 1998. LOUTHIAN became the president of the Board of Directors of SRS in 2001. In 2003, SRS hired three paid employees, one of whom was LOUTHIAN, who became the business manager. LOUTHIAN has remained on the SRS payroll since that time, and his salary has increased from

approximately \$20,000 (twenty thousand dollars) per year in 2003 to over \$52,000 in 2010 (fifty-two thousand dollars).

8. Specifically, between December 1, 2005 and October 1, 2011, SRS provided ambulance transport services to Medicare recipient Patients JR, NH, and BM. All of these patients were transported from their residences to dialysis treatment in Abingdon, Virginia by SRS.

9. At all times relevant to this indictment, SRS utilized the services of two billing companies, “the Billing Companies,” – Diversified Ambulance Billing (“DAB”) located in Virginia Beach, Virginia and Abingdon Ambulance Service (“Abingdon Ambulance”), located in Abingdon, Virginia. The Billing Companies are companies which contracted with SRS to submit billings to Medicare and other private insurance companies.

10. LOUTHIAN, MONICA JANE HICKS (“HICKS”), and others were responsible for preparing and submitting claims to the Billing Companies, knowing that these claims would ultimately be submitted to Medicare for reimbursement for ambulance services provided to Medicare recipients. LOUTHIAN submitted claims in the form of “trip sheets,” which were narratives of the activities occurring on an ambulance transport of a Medicare recipient.

11. The Billing Companies received the “trip sheets” at their respective offices in Virginia Beach, Virginia, and in Abingdon, Virginia, from SRS by mail or by hand delivery from Saltville, Virginia. The Billing Companies then submitted the claims to the Medicare Fiscal Intermediary, and the Medicare Fiscal Intermediary made payment to SRS by check and then later by electronic funds transfer.

12. Additionally, SRS, through its agents the Billing Companies, submitted claims to Anthem for ambulance transport services provided to Patients JR and BM. Anthem reimbursed SRS

for ambulance transport under the same circumstances and using the same eligibility rules as Medicare.

13. Employees and volunteer workers of SRS were instructed by LOUTHIAN and HICKS to submit “trip sheets” that fraudulently stated words to the effect that Patients NH, JR and BM were non-ambulatory and had to be transported by stretcher, even though the patients actually could walk on their own and did not need to be transported by stretcher. In fact, sometimes these patients were transported seated in the captain’s chair in the back of the ambulance.

14. Furthermore, between December 1, 2005 and October 1, 2011, LOUTHIAN, HICKS and others knew that Patients NH, JR, and BM did not satisfy the requirements for non-emergency ambulance service as required by Medicare regulations.

15. In 2008, investigators conducted surveillance on SRS ambulance transports of Medicare recipients Patients JR and NH. Both patients were observed walking to and from the ambulance. It was further observed that although both patients were transported on a stretcher, they were able to walk to and from the stretcher without assistance.

16. After SRS personnel realized they were being watched, the patients were put on a stretcher from door to door. However, patients continued to be observed at other times walking and driving around town.

17. During an SRS Board of Directors meeting on January 12, 2009, called to order by LOUTHIAN, the minutes detail a discussion about Medicare recipient JR, and how to continue transporting her to dialysis despite the fact she is not eligible. At one point the minutes state : “Tell her to move car and stay in house.”

18. During the same meeting, the Board minutes state that “we had to ask Dr. Henry to sign Judy’s new necessity [sic] sheet without ambulatory statement.” The minutes also state that “They say that there is two different hand writing on call sheets. No one did this intentionally to defraud. (1) Huge mistake. (2) No one on board took time to read call sheet or necessity form.”

19. On or about May 5, 2008, SRS transported Medicare recipient NH to and from dialysis treatment, knowing that she did not meet the Medicare criteria for ambulance transport. The “trip sheet” that SRS submitted that day for Medicare billing stated that NH could only be moved by stretcher. LOUTHIAN was present and assisting with this return transport of NH, and knew that she was able to walk, and that she did walk from the ambulance to her house.

20. On or about May 7, 2008, LOUTHIAN, on behalf of SRS, submitted and caused to be submitted for Medicare reimbursement, the fraudulent “trip sheets” detailing NH’s round trip ambulance transport from NH’s home in Saltville to the dialysis center in Abingdon on May 5, 2008. At the time of the submission, LOUTHIAN knew NH could walk on her own and that she was not eligible to have Medicare pay for an ambulance transport to and from dialysis.

21. On or about May 8, 2008, SRS transported Medicare recipient JR to and from dialysis treatment, knowing that she did not meet the Medicare criteria for ambulance transport. The “trip sheet” that SRS submitted that day for Medicare billing stated that JR was bed confined before and after transport and could only be moved by stretcher. LOUTHIAN was present and assisting with this return transport of JR, and knew she was able to walk, and did walk from the ambulance to her house.

22. On or about May 9, 2008, LOUTHIAN, on behalf of SRS, submitted and caused to be submitted for Medicare reimbursement, fraudulent “trip sheets” detailing JR’s round trip

ambulance transport from JR's home in Saltville to the dialysis center in Abingdon on May 8, 2008. At the time of the submission, LOUTHIAN knew JR could walk on her own and that she was not eligible to have Medicare pay for an ambulance transport to and from dialysis.

23. From September 2000 until December 31, 2007, SRS used Diversified Ambulance Billing ("DAB"), located in Virginia Beach, Virginia, as their billing company. From January 1, 2008 until approximately December 31, 2009, SRS used Abingdon Ambulance Services ("Abingdon Ambulance") as their billing company.

24. Prior to January 1, 2008, 246 claims for ambulance dialysis transport of NH were submitted to Medicare on behalf of Saltville by DAB, and these claims were denied.

25. When Abingdon Ambulance took over the billing services, LOUTHIAN requested that Abingdon Ambulance re-submit those 246 previously rejected claims.

26. LOUTHIAN did not provide the "trip sheets" for these claims to Abingdon Ambulance, but instead gave Abingdon Ambulance a spread sheet which contained only minimal information for each patient: name, date of service, charge amount and mileage. LOUTHIAN told Abingdon Ambulance employees that he had the "trip sheets" for each claim if any questions were raised, and that they were the same as the "trip sheets" SRS was submitting to Abingdon Ambulance at that time for ambulance dialysis transport for NH and JR.

27. Abingdon Ambulance did re-bill Medicare on behalf of SRS. The amount billed for those re-submitted claims was approximately \$76,629 (seventy-six thousand six hundred twenty-nine dollars), and SRS was paid approximately \$42,341.19 (forty-two thousand three hundred forty-one dollars and nineteen cents).

28. LOUTHIAN requested that Abingdon Ambulance re-bill previously rejected claims for Medicare patient BM, based on the same kind of minimal information in a spread sheet. Abingdon Ambulance refused to do so because BM was not a current patient of SRS, and Abingdon Ambulance did not have any of his current “trip sheets” to go by.

29. Another requirement for Medicare to pay for ambulance transport to dialysis is the patient’s physician filling out a Certificate of Medical Necessity (“CMN”). The CMN certifies that the patient’s condition is such that he or she needs ambulance transport to dialysis. The CMN is valid for 60 days, and there must be a current CMN form on the date of transport in order for a non-emergency dialysis transport to be eligible for Medicare reimbursement.

30. The ambulance company is responsible for ensuring that there is a current CMN form on file and that the patient’s condition at the time of each transport meets the above outlined criteria.

31. LOUTHIAN was advised by Abingdon Ambulance that they needed CMN forms for patients NH and JR for April 1, 2008; June 1, 2008; August 1, 2008; and October 1, 2008. SRS had not obtained the CMN forms from NH and JR’s physician for those time periods.

32. LOUTHIAN told HICKS to get CMN forms from NH and JR’s physician. HICKS prepared a letter asking the physician for backdated CMN forms on patients NH and JR. HICKS put in the letter, “If you have any questions please call Eddie or Monica and we will answer any questions.”

33. HICKS did not receive a response to her letter and the physician did not send the requested CMNs.

34. SRS and LOUTHIAN billed Medicare and Anthem for those time periods despite the fact that there was no valid CMN in place.

35. On or about and between July 2006 and August 2008, HICKS fabricated backdated CMN forms with the physician's signature, without the physician's knowledge or permission. These forms were sent to the Billing Companies by SRS, and were used to bill Medicare and Anthem for dialysis transports.

36. On June 18, 2008, SRS purchased a 40.37 tract of land on Buckeye Hollow Road, in Saltville, Smyth County, Virginia, for \$175,000 (one hundred seventy-five thousand dollars). This was part of a package deal where LOUTHIAN also purchased an adjacent 5 acre tract for \$10,000 (ten thousand dollars). Both transactions took place at the same time and with the same seller. The SRS Board of Directors approved this purchase.

37. Between December 6, 2005 and September 17, 2011, SRS fraudulently billed Medicare approximately \$1,650,000 (one million six hundred fifty thousand dollars), and received approximately \$750,000 (seven hundred fifty thousand dollars) in reimbursement for Medicare services, in the form of ambulance transports, rendered to Patients NH, JR, and BM, all Medicare recipients.

38. Between December 20, 2005 and September 3, 2011, SRS fraudulently billed Anthem approximately \$1,000,000 (one million dollars) and was paid approximately \$130,000 (one hundred thirty thousand dollars) in reimbursement for ambulance transports of Patients JR and BM.

COUNT ONE

The Grand Jury charges that:

1. The Introduction is re-alleged and incorporated by reference into this count of the indictment.

2. On or about and between December 6, 2005 and September 17, 2011, in the Western District of Virginia and elsewhere, EDDIE WAYNE LOUTHIAN, SR. (“LOUTHIAN”), SALTVILLE RESCUE SQUAD, INC. (“SRS”), and MONICA JANE HICKS (“HICKS”) conspired together, and with others, to knowingly and willfully executed and attempted to execute a scheme or artifice to defraud health care benefit programs and to obtain by means of false and fraudulent pretenses, representations, and promises, money under the custody and control of the Medicare Program and Anthem Blue Cross and Blue Shield (“Anthem”), health care benefit programs as defined by Title 18, United States Code Section 24(b), in connection with the delivery of and payment for health care benefits, items and services., in violation of Title 18, United States Code, Section 1347..

3. In furtherance of the conspiracy and to achieve the objects thereof, the defendants and their co-conspirators, committed and caused to be committed the following overt acts in the Western District of Virginia and elsewhere:

- a. On or about and between December 5, 2005 and September 17, 2011, SRS transported Medicare recipient Patient NH to dialysis treatment. On or about and between December 5, 2005 and September 17, 2011, LOUTHIAN, SRS, and HICKS submitted and caused to be submitted for Medicare reimbursement fraudulent “trip sheets” stating words to the effect that NH was stretcher bound and non-ambulatory, or that her medical condition was such that she had to be transported to dialysis on a stretcher in an ambulance, knowing that this was not true.

- b. On or about and between December 5, 2005 and September 17, 2011, SRS transported Medicare recipient Patient JR to dialysis treatment. On or about and between December 5, 2005 and September 17, 2011, LOUTHIAN, SRS, and HICKS submitted and caused to be submitted for Medicare reimbursement fraudulent “trip sheets” stating words to the effect that Patient JR was stretcher bound and non-ambulatory, or that her medical condition was such that she had to be transported to dialysis on a stretcher in an ambulance, knowing that this was not true.
- c. On or about and between December 5, 2005 and November 2, 2007, SRS transported Medicare recipient Patient BM to dialysis treatment. On or about and between December 5, 2005 and September 17, 2011, LOUTHIAN, SRS, and HICKS submitted and caused to be submitted for Medicare reimbursement fraudulent “trip sheets” stating that BM was stretcher bound and non-ambulatory, or that his medical condition was such that he had to be transported to dialysis on a stretcher in an ambulance, knowing that this was not true.
- d. On or about and between December 6, 2005 and September 17, 2011, LOUTHIAN, SRS, and HICKS instructed employees of SRS to use pre-printed “trip sheets” for submission for reimbursement for Patients JR, NH, and BM. These pre-printed “trip sheets” fraudulently described that the patients were stretcher bound and non-ambulatory, or that their medical condition was such that transport in an ambulance was required. These pre-

printed sheets were submitted in lieu of “trip sheets” that accurately described the details of the transportation of the dialysis patients.

- e. On or about and between July 2006 and August 2008, HICKS fabricated and submitted fraudulent Certificates of Medical Necessity (“CMNs”) to the Billing Companies, Diversified Ambulance Billing and Abingdon Ambulance Service, for the purpose of receiving reimbursement from Medicare for services provided to Patients JR, BM and NH. These CMNs were created by photocopying old forms with the physician’s signature, and changing the date to whatever HICKS needed it to be for billing purposes. These fraudulent CMNs were sent along with “trip sheets” and were used to bill Medicare and Anthem.

4. All in violation of Title 18, United States Code, Section 1349.

COUNT TWO

The Grand Jury charges that:

1. The Introduction is re-alleged and incorporated by reference into this count of the indictment.
2. On or about and between December 6, 2005 and September 17, 2011, in the Western District of Virginia and elsewhere, EDDIE WAYNE LOUTHIAN, SR. (“LOUTHIAN”), SALTVILLE RESCUE SQUAD, INC. (“SRS”), and MONICA JANE HICKS (“HICKS”), as principals and aiders and abettors, knowingly and willfully executed and attempted to execute a scheme or artifice to defraud health care benefit programs and to obtain by means of false and fraudulent pretenses, representations, and promises, money under the custody and control of the

Medicare Program and Anthem Blue Cross and Blue Shield (“Anthem”), health care benefit programs as defined by Title 18, United States Code Section 24(b), in connection with the delivery of and payment for health care benefits, items and services.

3. It was the object of the scheme and artifice to defraud that LOUTHIAN, SRS, and HICKS caused fraudulent billing for ambulance services that did not meet the requisite criteria and caused payments to be made to SRS from Medicare and Anthem to which it was not entitled. LOUTHIAN, SRS, and HICKS knowingly submitted and caused false claims to be submitted to Medicare and Anthem in order to receive money and funds to which SRS was not entitled.

4. All in violation of Title 18, United States Code, Sections 2 and 1347.

COUNTS THREE THROUGH SIX

The Grand Jury charges that:

1. The Introduction is re-alleged and incorporated by reference into these counts of the indictment.

2. On or about the following dates, in the Western District of Virginia and elsewhere, EDDIE WAYNE LOUTHIAN, SR., (“LOUTHIAN”) and SALTVILLE RESCUE SQUAD, INC., as principals and aiders and abettors, in a matter involving a health care benefit program, knowingly and willfully: (1) falsified, concealed, and covered up by trick, scheme, and device, a material fact; (2) made materially false, fictitious, and fraudulent statements and representations; and (3) made and used materially false writing and documents knowing the same to contain materially false, fictitious and fraudulent statement and entries in connection with the delivery of or payment for health care benefits, items, or services.

3. On or about the following dates, LOUTHIAN used and submitted fraudulent “trip

sheets”to the Billing Company, Abingdon Ambulance Service, for the purpose of receiving reimbursement from Medicare, for services provided to Patients JR and NH. These “trip sheets” falsely stated that Patients JR and NH were “stretcher bound” and that JR was “bed confined both before and after transport,” matters material to the determination of whether or not reimbursement would be paid by Medicare.

<u>COUNT</u>	<u>DATE</u>	
THREE	5/5/08	(relating to a trip from Saltville to Abingdon)
FOUR	5/5/08	(relating to a trip from Abingdon to Saltville)
FIVE	5/8/08	(relating to a trip from Saltville to Abingdon)
SIX	5/8/08	(relating to a trip from Abingdon to Saltville)

4. At the time LOUTHIAN made and caused the making of these statements and representations and used and caused the using of these writings and documents, he knew them to be false.

5. All in violation of Title 18, United States Code, Sections 2 and 1035.

COUNT SEVEN

The Grand Jury charges that:

1. The Introduction is re-alleged and incorporated by reference into this count of the indictment.

2. On or about January 14, 2008, in the Western District of Virginia and elsewhere, EDDIE WAYNE LOUTHIAN, SR. and SALTVILLE RESCUE SQUAD, INC., as principals and as aiders and abettors, knowingly engaged and attempted to engage in a monetary transaction by through or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000 (ten thousand dollars), derived from a specified unlawful activity, health care fraud as set forth in Count Two, to wit: a check written to Yvonne Walker in the

amount of \$25,000 (twenty-five thousand dollars) as a down payment on the purchase of a tract of land in Smyth County, Virginia.

3. All in violation of Title 18, United States Code, Section 1957.

COUNT EIGHT

The Grand Jury charges that:

1. The Introduction is re-alleged and incorporated by reference into this count of the indictment.

2. On or about June 18, 2008, in the Western District of Virginia and elsewhere, EDDIE WAYNE LOUTHIAN, SR. and SALTVILLE RESCUE SQUAD, INC., as principals and as aiders and abettors, knowingly engaged and attempted to engage in a monetary transaction by through or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000 (ten thousand dollars), derived from a specified unlawful activity, health care fraud, as set forth in Count 2, to wit: a check written to The Bank of Marion in the amount of \$150,000 (one hundred fifty thousand dollars), which was used to purchase a cashier's check to pay the balance on the purchase of a tract of land in Smyth County, Virginia.

3. All in violation of Title 18, United States Code, Section 1957.

COUNT NINE

The Grand Jury charges that:

1. The Introduction is re-alleged and incorporated by reference into this count of the indictment.

2. On or about February 17, 2009, in the Western District of Virginia, EDDIE WAYNE LOUTHIAN, SR. ("LOUTHIAN"), while under oath and testifying in a proceeding before a grand

jury of the United States, sitting in Abingdon, Virginia, knowingly made false material declarations as forth in the following answers (the false statements are italicized):

Q: Approximately when was it that the people who were transported for dialysis were always on a stretcher? When did you say this has gotta end, these people have to be on a stretcher?

A: *I don't recall that except for as far as NH was concerned. I, I told 'em, I said, "I don't care how much hell she raises, I don't care what she says, she's either going on the stretcher or she ain't going."*

Q: And when was this?

A: *That's been a couple a years ago.*

Q: A couple of years ago?

A: *Yeah.*

Q: And you believe she was being transported in that manner after that?

A: *That was my understanding, yes ma'am.*

Q: Okay. And she was eventually --

A: *She was always on it when I went.*

3. On or about May 5, 2008, LOUTHIAN was the ambulance driver when SRS transported NH from her residence to dialysis, and when NH walked from her home to the ambulance.

4. All in violation of Title 18, United States Code, Section 1623.

COUNT TEN

The Grand Jury charges that:

1. The Introduction is re-alleged and incorporated by reference into this count of the indictment.

2. On or about and between July 2006 and August 2008, in the Western District of Virginia and elsewhere, MONICA JANE HICKS (“HICKS”) and SALTVILLE RESCUE SQUAD, INC., as principals and aiders and abettors, knowingly and willfully: (1) falsified, concealed, and covered up by trick, scheme, and device, a material fact; (2) made materially false, fictitious, and fraudulent statements and representations; and (3) made and used materially false writing and documents knowing the same to contain materially false, fictitious and fraudulent statements and entries in connection with the delivery of or payment for health care benefits, items, or services.

3. On or about and between July 2006 and August 2008, HICKS fabricated and submitted fraudulent Certificates of Medical Necessity (“CMNs”) to the Billing Companies, Diversified Ambulance Billing and Abingdon Ambulance Service, for the purpose of receiving reimbursement from Medicare for services provided to Patients JR, BM and NH. These CMNs were created by photocopying old forms with the physician’s signature, and HICKS changing the date to whatever she needed it to be for billing purposes. These fraudulent CMNs were sent along with “trip sheets” and were used to bill Medicare and Anthem Blue Cross and Blue Shield (“Anthem”).

4. SALTVILLE RESCUE SQUAD, INC. received payment from Medicare and Anthem for the claims that included these fraudulent CMNs. Claims were not to be submitted to Medicare unless SRS had a valid, current CMN.

5. The presence of a valid current CMN is a matter material to the determination of whether or not reimbursement would be paid by Medicare, and by Anthem. The presence of a CMN, however, is not the only documentation required for Medicare reimbursement.

6. At the time HICKS made and caused the making of these statements and representations and used and caused the using of these writings and documents, she knew them to

be false.

7. All in violation of Title 18, United States Code, Sections 2 and 1035.

NOTICE OF FORFEITURE

1. Upon conviction of one or more of the felony offenses alleged in the Indictment, the defendants shall forfeit to the United States:

- a. any property, real or personal, that constitutes, or is derived, directly or indirectly, from gross proceeds traceable to the commission of the scheme to defraud for which the defendant is convicted, pursuant to 18 U.S.C. § 982(a)(7); and
- b. any property, real or personal, involved in said offenses, or any property traceable to such property, pursuant to 18 U.S.C. § 982(a)(1).

2. The property to be forfeited to the United States includes but is not limited to the following property:

- a. **Money Judgment**
Not less than \$880,000 (eight hundred eighty thousand dollars) in United States currency and all interest and proceeds traceable thereto, in that such sum in aggregate was obtained directly or indirectly as a result of said offenses or is traceable to such property.
- b. **United States Currency and/or financial account(s)**
Bank of Marion, all funds on deposit or credited to **Account No. 7403582**, held in the names of Saltville Rescue Squad, Inc./Eddie Louthian.
- c. **Vehicles and Equipment**
All vehicles and equipment purchased with the proceeds of the offense
- d. **Real Estate**

**Titled Owner: Saltville Rescue Squad Inc.
Tax Map No. 41-A-109B**

40.37 acres on Buckeye Hollow Road, Smyth County, Virginia

All of that certain tract or parcel of land, lying and being in the North Fork District, Smyth County, Virginia, and described as follows:

Designated as 40.37 acres, more or less, as shown on a plat of survey by John S. Rasnick, C.L.S., dated February 20, 2008, entitled "Plat Showing A portion of the Property of Andrea H. Jamison & Yvonne Lee Walker"

Being the same property conveyed to Saltville Rescure Squad Inc. from Yvonne Lee Walker, Delmar Ray Thompson, Jr., and Andrea Hogston Jamison by Deed dated June 18, 2008. Said Deed is recorded in the Clerk's Office of Smyth County Virginia, Deed Book 760, Page 00149.

**Titled Owner: Eddie W. Louthian, Sr. and Sandra P. Louthian
Tax Map No. 41-A-109**

All of that certain tract or parcel of land, lying and being in the North Fork District, Smyth County, Virginia, and described as follows:

Designated as 5.00 acres, more or less, as shown on a plat of survey by T.W. Burkett, L.S., dated February 7, 2008, entitled, "Plat Showing A Part of the Andrea H. Jamison & Yvonne Lee Walker Property".

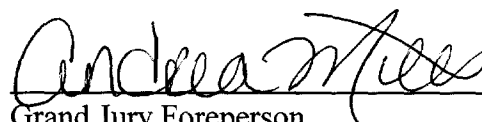
Being the same property conveyed to Eddie W. Louthian, Sr. and Sandra P. Louthian from Yvonne Lee Walker, Delmar Ray Thompson, Jr., and Andrea Hogston Jamison by Deed dated June 18, 2008. Which Deed was recorded on June 13, 2008, in the Circuit Court Clerk's Office of Smyth County, Virginia, in Deed Book 760, page 145.

3. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:
- a. cannot be located upon the exercise of due diligence;
 - b. has been transferred or sold to, or deposited with a third person;
 - 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 subdivided without difficulty;

it is the intent of the United States to seek forfeiture of any other property of the defendant up to the

value of the above-described forfeitable property, pursuant to 21 U.S.C. § 853(p).

A TRUE BILL, this 17th day of January, 2012.


Grand Jury Foreperson


TIMOTHY J. HEAPHY
United States Attorney

by SAUSA
Jaime Wyatt