

State of Minnesota
County of Hennepin

District Court
4th Judicial District

Prosecutor File No. 16A10529
Court File No. 27-CR-16-26753

State of Minnesota,

Plaintiff,

vs.

OMAR OSMAN MOHAMED DOB: 01/01/1980

3832 Portland Avenue S
Minneapolis, MN 55407

Defendant.

COMPLAINT

Warrant

The Complainant submits this complaint to the Court and states that there is probable cause to believe Defendant committed the following offense(s):

COUNT I

Charge: Insurance Fraud-Employment of Runners

Minnesota Statute: 609.612.2

Maximum Sentence: 3 YEARS AND/OR \$6,000

Offense Level: Felony

Offense Date (on or about): 10/01/2013

Control #(ICR#): 13000644

Charge Description: On October 1, 2013 through November 7, 2013, in the city of Minneapolis, County of Hennepin, State of Minnesota, OMAR OSMAN MOHAMED, DOB: 01/01/1980, with intent to act as a runner, capper, or steerer, did directly procure for a medical provider a patient named A.H., who had recently been in a car accident. MOHAMED was paid to steer the patient to the medical provider, he brought the patient on multiple occasions, and he knew the medical provider was going bill a motor vehicle insurance plan for the treatment provided.

COUNT II

Charge: Insurance Fraud-Employment of Runners

Minnesota Statute: 609.612.2

Maximum Sentence: 3 YEARS AND/OR \$6,000

Offense Level: Felony

Offense Date (on or about): 10/02/2013

Control #(ICR#): 13000644

Charge Description: On October 2, 2013 through October 11, 2013, in the city of Minneapolis, County of Hennepin, State of Minnesota, OMAR OSMAN MOHAMED, DOB: 01/01/1980, with intent to act as a runner, capper, or steerer, did directly procure for a medical provider a patient named F.Y., who had recently been in a car accident. MOHAMED was paid to steer the patient to the medical provider, he

brought the patient on multiple occasions, and he knew the medical provider was going bill a motor vehicle insurance plan for the treatment provided.

COUNT III

Charge: Insurance Fraud-Employment of Runners

Minnesota Statute: 609.612.2

Maximum Sentence: 3 YEARS AND/OR \$6,000

Offense Level: Felony

Offense Date (on or about): 10/11/2013

Control #(ICR#): 13000644

Charge Description: On October 11, 2013 through November 11, 2013, in the city of Minneapolis, County of Hennepin, State of Minnesota, OMAR OSMAN MOHAMED, DOB: 01/01/1980, with intent to act as a runner, capper, or steerer, did directly procure for a medical provider a patient named A.D., who had recently been in a car accident. MOHAMED was paid to steer the patient to the medical provider, he brought the patient on multiple occasions, and he knew the medical provider was going bill a motor vehicle insurance plan for the treatment provided.

COUNT IV

Charge: Insurance Fraud-Employment of Runners

Minnesota Statute: 609.612.2

Maximum Sentence: 3 YEARS AND/OR \$6,000

Offense Level: Felony

Offense Date (on or about): 10/21/2013

Control #(ICR#): 13000644

Charge Description: On October 21, 2013 through October 23, 2013, in the city of Minneapolis, County of Hennepin, State of Minnesota, OMAR OSMAN MOHAMED, DOB: 01/01/1980, with intent to act as a runner, capper, or steerer, did directly procure for a medical provider a patient named D.J., who had recently been in a car accident. MOHAMED was paid to steer the patient to the medical provider, he brought the patient on multiple occasions, and he knew the medical provider was going bill a motor vehicle insurance plan for the treatment provided.

COUNT V

Charge: Insurance Fraud-Employment of Runners

Minnesota Statute: 609.612.2

Maximum Sentence: 3 YEARS AND/OR \$6,000

Offense Level: Felony

Offense Date (on or about): 10/21/2013

Control #(ICR#): 13000644

Charge Description: On October 21, 2013 through October 23, 2013, in the city of Minneapolis, County of Hennepin, State of Minnesota, OMAR OSMAN MOHAMED, DOB: 01/01/1980, with intent to act as a runner, capper, or steerer, did directly procure for a medical provider a patient named A.A., who had recently been in a car accident. MOHAMED was paid to steer the patient to the medical provider, he brought the patient on multiple occasions, and he knew the medical provider was going bill a motor vehicle insurance plan for the treatment provided.

STATEMENT OF PROBABLE CAUSE

Complainant, Steve Kritzeck, is a Special Agent with the Minnesota Commerce Fraud Bureau. In that capacity, I have investigated a case involving OMAR OSMAN MOHAMED (DOB: 1/1/1980), who acted as a runner, capper, or steerer, in cooperation with a health care provider, by directly procuring patients to the health care provider, for monetary gain, and knowing the health care provider's purpose was to perform services under a contract of motor vehicle insurance.

In investigating this matter, I reviewed banking and financial records, interviewed witnesses, and conducted undercover operations. My investigation revealed probable cause to believe that in October 2013 through November 2013, OMAR OSMAN MOHAMED, directly procured five patients for a medical provider, was paid for bringing the patients to the provider, and knew the provider's purposed was to perform services and then bill a motor vehicle instance plan.

Minnesota's No-Fault Insurance Laws

Minnesota's motor vehicle insurance laws require insurance policies to cover up to \$20,000 for medical treatment for each individual involved in a motor vehicles accident. The amount is separate from any settlement payments and is available to each person involved in the accident. In an accident with five people in a vehicle, for example, insurance will pay up to \$20,000 in medical costs for each person. Medical providers can include doctors, chiropractors, pain clinics, and other types of health care service. This type of insurance is often called no-fault insurance, as the payments are required regardless of who caused the accident.

Complainant is aware of and has investigated instances of fraud within Minnesota's no-fault motor vehicle insurance system. One type of fraud involves medical providers employing 'runners' to bring them patients who have been involved in motor vehicle accidents. In some instances the accidents are legitimate, while in other instances the accidents are staged. In either case, a runner is paid for referring patients to a medical provider, who then bills the insurer toward the \$20,000 no-fault limit. The average fee paid to a runner, per patient, is approximately \$1,500. In order to ensure that the medical provider is able to bill enough to the insurer to make the payment to the runner worthwhile, runner are often paid in installments, with part paid upfront, part paid after the patient has attended five appointments, and the rest when the patient has attended ten appointments.

In Minnesota, it is against the law to employ, use, or acts as a runner, capper, or steerer, defined as "a person who for a pecuniary gain directly procures or solicits prospective patients ... at the direction of, or in cooperation with, a health care provider when the person knows or has reason to know that the provider's purpose is to perform or obtain services or benefits under or relating to a contract of motor vehicle insurance."

Defendant's Steering of Patients to K.O.'s Clinic

In 2009, Defendant approached a chiropractor named K.O. about steering clients to his clinic and K.O. agreed to pay Defendant to bring him clients. All the clients that Defendant brought to K.O. were recently involved in motor vehicle accidents and Defendant knew that K.O. was going to bill the no-fault insurance provider for the treatment that K.O. provided. K.O. initially paid Defendant \$1,000 per patient, but that amount was eventually increased to \$1,500 per patient. Between 2009 and 2011, K.O. paid Defendant for approximately 30 patients, for a total of over \$40,000. While Defendant no longer brought patients to KO after January 2011, he continued to bring patients to different health care providers through 2013.

In 2013, during an investigation into employment of runners in Minnesota, investigators approached K.O. seeking information on people who were then running patients to chiropractors. K.O. agreed to cooperate with the investigation. On September 11, 2013, K.O. placed a recorded telephone call to Defendant. During the call K.O. and Defendant discussed their prior work together, money that Defendant owed K.O., and the fact that Defendant was currently steering patients to different chiropractors. K.O. asked Defendant about working together again, and Defendant replied, "If you want to work with me, I can get a lot of clients, doc. I swear to God, I'm getting clients right and left."

On September 17, 2013, K.O. met with Defendant in a public location in Minneapolis, Hennepin County, Minnesota. They discussed resuming their business relationship, how much K.O. was willing to pay per client, and the types of clients that K.O. wanted steered to his clinic. K.O. told Defendant that for each client he would pay \$300 on the first visit, an additional \$500 after the fifth visit, and another \$700 following the patient's tenth visit. Defendant agreed and said he would bring patients to K.O. in exchange for money.

On September 23, 2013, K.O. met with Defendant at K.O.'s clinic. K.O. asked Defendant when he was going to start receiving the new patients and Defendant replied, "any time, doc, any time." Defendant subsequently provided K.O. with five auto accident patients for chiropractic treatment.

Patient #1 –AH

On October 1, 2013, Defendant steered to K.O. a patient named A.H., who was involved in an auto accident on September 5, 2013, in Minneapolis, Hennepin County, Minnesota. A.H. was insured by Allstate Insurance Company, and Defendant knew that K.O. was going to bill the non-fault insurance policy for the treatment provided to A.H. On October 1, 2013, per their agreement, K.O. issued Defendant a check for \$300 for A.H.'s first visit. Per their agreement, K.O. issued a \$500 check to Defendant on October 18, 2013, following A.H.'s fifth appointment. A.H. attended a total of 13 chiropractic treatments with K.O., with the last visit occurring on October 30, 2013. On November 7, 2013, K.O. gave Defendant the final installment of \$700 for steering A.H. to his clinic.

Patient #2 – FY

On October 2, 2013, Defendant steered to K.O. a patient named F.Y., who was involved in an auto accident on June 4, 2013, and was insured by Progressive. Defendant knew that K.O. was going to bill the non-fault insurance policy for the treatment provided to F.Y. On October 2, 2013, per their agreement, K.O. issued Defendant a check for \$300 for F.Y.'s first visit. F.Y. attended a total of 4 chiropractic treatments with K.O., with the last one occurring on October 11, 2013.

Patient #3 – AD

On October 11, 2013, Defendant steered to K.O. a patient named A.D., who was involved in an auto accident on October 8, 2013, and was insured by American Family Insurance. Defendant knew that K.O. was going to bill the non-fault insurance policy for the treatment he provided to A.D. On October 11, 2013, per their agreement, K.O. issued Defendant a check for \$300 for A.D.'s first visit. A.D. attended a total of 10 chiropractic treatments with K.O.. with the last one occurring on November 11, 2013. On November 7, 2013, K.O. gave Defendant the second installment of \$500 and the third installment of \$700 for steering A.D. to his clinic.

Patient #4 - AA

On October 21, 2013, Defendant steered to K.O. a patient named A.A., who was involved in an auto accident on October 16, 2013, and was insured by American Family Insurance. Defendant knew that K.O.

was going to bill the non-fault insurance policy for the treatment provided to A.A. As is detailed below, D.J. (patient #5) was involved in the same motor vehicle accident and was referred to Defendant on the same date. As such, on October 21, 2013, as per their agreement, K.O. issued Defendant a check for \$600 for AA and D.J.'s first visit. A.A. attended two chiropractic treatments with K.O., with the last one occurring on October 23, 2013.

Patient #5 – DJ

On October 21, 2013, Defendant steered to K.O. a patient named D.J., who was involved in an auto accident on October 16, 2013, and was insured by Progressive. Defendant knew that K.O. was going to bill the non-fault insurance policy for the treatment provided to D.J. As stated above, D.J. was involved in the same accident as A.A. (patient #4). As such, on October 21, 2013, as per their agreement, K.O. issued Defendant a check for \$600 for AA and D.J.'s first visit. D.J. attended two chiropractic treatments with K.O., with the last one occurring on October 23, 2013.

Final Payments for Patients #1 and #3

On November 7, 2013, Defendant met with K.O. in the lobby of K.O.'s clinic. K.O. issued Defendant a check in the amount of \$1,900, which constituted the third installment payment of \$700 for steering A.H. (patient #1) to his clinic, and the second and third installments (\$500 and \$700 respectively) for steering A.D. (patient #3) to his clinic. Defendant accepted the check from K.O. Shortly thereafter, investigators arrested Defendant and recovered the \$1,900 check that K.O. had just given to Defendant.

Post Arrest Conduct

Defendant was not aware that K.O. was cooperating with the investigators and was not tipped off to that fact when he was arrested. On December 4, 2013, Defendant met K.O. at his clinic and asked K.O. for money. They discussed money and Defendant suggested that he might try to flee the country. Defendant told K.O. that the police were going to question the patients he brought to K.O. and Defendant said, "If they tell them I said I would pay them, then I'm fucked. I have to shut his mouth before anything happens." Later that day, Defendant returned to the clinic and asked K.O. if he would act as a reference for another doctor that Defendant was planning to bring patients to. Defendant explained that he was going to find clients for the new doctor, but have his brother bring them to the new doctor, as a means of insulating himself from criminal liability.

On January 15, 2014, Defendant went to K.O.'s clinic for another meeting. Defendant told K.O. that a different chiropractor was paying him \$1,000 a month for transportation services. Defendant said he had his brother register "Shooli Transportation" in his name and proposed to K.O. that they continue to work together, and they could use Defendant's brother as a go-between. Defendant told K.O. not to talk to the "FBI guys," and said that if K.O. changed his mind about continuing to work together to call him.

Conclusion

In October and November 2013, on five occasions, Defendant acted as a runner, capper, or steerer, by directly procuring patients for K.O., a health care provider. Defendant worked in cooperation with K.O., and was paid for each patient. Defendant knew that each patient he brought to K.O. had recently been involved in an automobile accident and he knew that K.O. was going to bill the no-fault vehicle insurance provider for the medical treatment provided. As such, Defendant is charged with five counts of acting as a runner.

Warrant

Defendant is not in custody. Complainant requests that this complaint be issued as a warrant. Complainant went to Defendant's last known address on October 10, 2016, and Defendant no longer resides at that location. Complainant also spoke to Defendant by telephone on October 10, 2016, and Defendant refused to provide his current address. Defendant told Complainant, "good luck finding me." Defendant is presently under federal supervision and has made statements to his supervising agent about leaving the State.

SIGNATURES AND APPROVALS

Complainant requests that Defendant, subject to bail or conditions of release, be:
(1) arrested or that other lawful steps be taken to obtain Defendant's appearance in court; or
(2) detained, if already in custody, pending further proceedings; and that said Defendant otherwise be dealt with according to law.

Complainant declares under penalty of perjury that everything stated in this document is true and correct. Minn. Stat. § 358.116; Minn. R. Crim. P. 2.01, subds. 1, 2.

Complainant

Steven J Kritzeck
Special Agent
85 7th Place East
Suite 500
St. Paul, MN 55101
Badge: 108

Electronically Signed:
10/11/2016 02:36 PM
Ramsey County, Minnesota

Being authorized to prosecute the offenses charged, I approve this complaint.

Prosecuting Attorney

Morgan D Kunz
Assistant Hennepin County
Attorney
300 S 6th St
Minneapolis, MN 55487
(612) 348-5550

Electronically Signed:
10/11/2016 02:20 PM

FINDING OF PROBABLE CAUSE

From the above sworn facts, and any supporting affidavits or supplemental sworn testimony, I, the Issuing Officer, have determined that probable cause exists to support, subject to bail or conditions of release where applicable, Defendant's arrest or other lawful steps be taken to obtain Defendant's appearance in court, or Defendant's detention, if already in custody, pending further proceedings. Defendant is therefore charged with the above-stated offense(s).

SUMMONS

THEREFORE YOU, THE DEFENDANT, ARE SUMMONED to appear on _____, _____ at _____ AM/PM before the above-named court at 401 Fourth Avenue S, Minneapolis, MN 55415 to answer this complaint.

IF YOU FAIL TO APPEAR in response to this SUMMONS, a WARRANT FOR YOUR ARREST shall be issued.

WARRANT

To the Sheriff of the above-named county; or other person authorized to execute this warrant: I order, in the name of the State of Minnesota, that the Defendant be apprehended and arrested without delay and brought promptly before the court (if in session), and if not, before a Judge or Judicial Officer of such court without unnecessary delay, and in any event not later than 36 hours after the arrest or as soon as such Judge or Judicial Officer is available to be dealt with according to law.

- Execute in MN Only* *Execute Nationwide* *Execute in Border States*

ORDER OF DETENTION

Since the Defendant is already in custody, I order, subject to bail or conditions of release, that the Defendant continue to be detained pending further proceedings.

Bail: \$5,000.00
Conditions of Release: No Contact with Witnesses; Surrender Passport; Other: Sign waiver of extradition

This complaint, duly subscribed and sworn to or signed under penalty of perjury, is issued by the undersigned Judicial Officer as of the following date: October 11, 2016.

Judicial Officer Janet Poston Electronically Signed: 10/11/2016 03:25 PM
District Court Judge

Sworn testimony has been given before the Judicial Officer by the following witnesses:

**COUNTY OF HENNEPIN
STATE OF MINNESOTA**

State of Minnesota

Plaintiff
vs.

OMAR OSMAN MOHAMED

Defendant

*LAW ENFORCEMENT OFFICER RETURN OF SERVICE
I hereby Certify and Return that I have served a copy of this Warrant
upon the Defendant herein named.*

Signature of Authorized Service Agent: