

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

CHARLES C. THAO,

[DOB: 05-19-1967]

MAI LOR,

[DOB: 12-07-1984]

NUTRAPHA RESEARCH, LLC,

[Missouri Charter #: LC 0770465]

BIO NUTRASOURCE, LLC,

[Missouri Charter #: LC 0794242]

TONY T. PHAM,

[DOB: 11-14-1967]

TONG B. VANG,

[DOB: 03-02-1966]

TECHMEDICA HEALTH, INC.,

a/k/a First Nutrients, LLC

a/k/a K.Y.C., Inc.

[Michigan Corp. #: 46612H]

and

SHUA G. VANG,

[DOB: 04-05-1967]

Defendants.

) No. _____
)
) **COUNTS ONE, TWENTY-ONE, and**
) **THIRTY-THREE:**
) 18 U.S.C. § 371
) NMT 5 Years Imprisonment (Individual)
) NMT \$250,000 or Twice the Gross Gain
) Fine (Individual)
) NMT 2 Years Supervised Release
) (Individual)
) NMT 5 Years Probation (Organization)
) NMT \$500,000 or Twice the Gross Gain
) Fine (Organization)
) Class D Felony
)
) **COUNTS TWO through SEVEN:**
) 21 U.S.C. § 331(d), 333(a)(2), and 355(a)
) NMT 3 Years Imprisonment (Individual)
) NMT \$10,000 Fine or Twice the Gross Gain
) Fine (Individual)
) NMT 1 Year Supervised Release
) (Individual)
) NMT 5 Years Probation (Organization)
) NMT \$500,000 or Twice the Gross Gain
) Fine (Organization)
) Class E Felony
)
) **COUNTS EIGHT through**
) **THIRTEEN:**
) 21 U.S.C. 331(a), 333(a)(2), and 352(f)(1)
) NMT 3 Years Imprisonment (Individual)
) NMT \$10,000 Fine or Twice the Gross Gain
) Fine (Individual)
) NMT 1 Year Supervised Release
) (Individual)
) NMT 5 Years Probation (Organization)
) NMT \$500,000 or Twice the Gross Gain
) Fine (Organization)
) Class E Felony
)
)

Defendants/Count(s):	)	COUNTS FOURTEEN through
	)	TWENTY:
Thao: 1,2-21,23-25,27-28,33-38, and 40	)	21 U.S.C. 331(c), 333(a)(2), and 352(f)(1)
Lor: 1,2-20,23-25,27, and 29-40	)	NMT 3 Years Imprisonment (Individual)
Nutrapha: 1,21, 28, and 40	)	NMT \$10,000 Fine or Twice the Gross Gain
Bio Nutrasource: 1,20,29-33, and 39-40	)	Fine (Individual)
Pham: 1,2-20,22-23,27-30, and 33-40	)	NMT 1 Year Supervised Release
Tong Vang: 1,2-20,22-23,27-30, and 33-40	)	(Individual)
Techmedica: 1,2-20,22-23,27-30, and 33-40	)	NMT 5 Years Probation (Organization)
Shua Vang: 1,4,10,26,33, 38, and 40	)	NMT \$500,000 or Twice the Gross Gain
	)	Fine (Organization)
	)	Class E Felony
)	
	)	COUNTS TWENTY-TWO through
	)	THIRTY-TWO:
	)	18 U.S.C. § 1343
	)	NMT 20 Years Imprisonment (Individual)
	)	NMT \$250,000 or Twice the Gross Gain
	)	Fine (Individual)
	)	NMT 3 Years Supervised Release
	)	(Individual)
	)	NMT 5 Years Probation (Organization)
	)	NMT \$500,000 or Twice the Gross Gain
	)	Fine (Organization)
	)	Class C Felony
)	
	)	COUNTS THIRTY-FOUR through
	)	THIRTY-NINE:
	)	18 U.S.C. § 1341
	)	NMT 20 Years Imprisonment (Individual)
	)	NMT \$250,000 or Twice the Gross Gain
	)	Fine (Individual)
	)	NMT 3 Years Supervised Release
	)	(Individual)
)	NMT 5 Years Probation (Organization)
)	NMT \$500,000 or Twice the Gross Gain
)	Fine (Organization)
)	Class C Felony
)	
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)	
)	
)	

-) **COUNT FORTY:**
-) 18 U.S.C. § 1956(h)
-) NMT 20 Years Imprisonment (Individual)
-) NMT \$500,000 or Twice the Gross Gain
-) Fine (Individual)
-) NMT 3 Years Supervised Release
-) (Individual)
-) NMT 5 Years Probation (Organization)
-) NMT \$500,000 or Twice the Gross Gain
-) Fine (Organization)
-) Class C Felony
-)
-) **FORFEITURE ALLEGATION ONE:**
-) 18 U.S.C. § 981(a)(1)(C) and
-) 28 U.S.C. § 2461(c)
-) Criminal Forfeiture
-)
-) **FORFEITURE ALLEGATION TWO:**
-) 18 U.S.C. § 982(a)(1)
-) Criminal Forfeiture
-)
-) Mandatory Restitution (Each Count)
-) \$100 Special Assessment (Each Count)

INDICTMENT

THE GRAND JURY CHARGES THAT:

INTRODUCTION and BACKGROUND

At times relevant to this Indictment:

The United States Food and Drug Administration

1. The United States Food and Drug Administration (FDA) was an agency of the United States government responsible for enforcing the provisions of the Federal Food, Drug, and Cosmetic Act (FDCA), Title 21, United States Code, Section 301, et seq. The FDA's responsibilities included, among other things, regulating the distribution of drugs shipped,

delivered, and received in interstate commerce.

The Federal Food, Drug, and Cosmetic Act

2. The FDCA defined the term “drug” as (A) articles recognized in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, or official National Formulary, or any supplement to any of them; and (B) articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or other animals; and (C) articles (other than food) intended to affect the structure or any function of the body of man or other animals; and (D) articles intended for use as a component of any articles specified in clause (A), (B), or (C). Title 21, United States Code, Section 321 (g) (1).

3. The FDCA prohibited statements for a dietary supplement that claim to diagnose, mitigate, treat, cure, or prevent a specific disease or class of diseases. Title 21, United States Code, Section 343(r)(6). A statement claims to diagnose, mitigate, treat, cure, or prevent disease if it claims, explicitly or implicitly, that the product has an effect on a specific disease, on the characteristic symptoms of a specific disease, using scientific or lay terminology, or if it cites to a publication or reference that refers to a disease use, and if, in the context of the labeling as a whole, the citation implies treatment or prevention of a disease. Title 21, Code of Federal Regulations, Section 101.93(g).

4. The FDCA defined the term “new drug” as “any drug . . . the composition of which is such that such drug is not generally recognized, among experts qualified by scientific training and experience to evaluate the safety and effectiveness of drugs, as safe and effective for use under the conditions prescribed, recommended, or suggested in the labeling or advertising thereof” Title 21, United States Code, Section 321(p)(1).

5. The FDCA prohibited the introduction or delivery for introduction of a new drug into interstate commerce without an approved New Drug Application (NDA), Abbreviated New Drug Application (ANDA), or Investigational New Drug (IND) application. Title 21, United States Code, Section 355(a).

6. The FDCA prohibited the introduction or delivery for introduction, and causing the introduction or delivery for introduction into interstate commerce of any article in violation of section 21 U.S.C. § 355. Title 21, United States Code, Section 331(d).

7. The FDCA further prohibited the introduction or delivery for introduction, and causing the introduction or delivery for introduction into interstate commerce of any misbranded drug. Title 21, United States Code, Section 331(a).

8. The FDCA defined the term “labeling” as “all labels and other written, printed, or graphic matter (1) upon any article or any of its containers or wrappers, or (2) accompanying such article.” Title 21, United States Code, Section 321(m).

9. The FDCA defined “labeling” to include “brochures, booklets, mailing pieces, file cards, bulletins, calendars, price lists, catalogs, house organs, letter, motion picture films, film strips, lantern slides, sound prints and similar pieces of printed, audio, or visual matter descriptive of a drug and references published...for use by medical practitioners, pharmacists, or nurses, containing drug information supplied by the manufacturer, packer or distributor of the drug and which are disseminated by or on behalf of its manufacturer, packer, or distributor.” Title 21, Code of Federal Regulations, Section 202.1(l)(2).

10. Under the FDCA, a drug was deemed to be misbranded if, among other things, its labeling was false or misleading in any particular. Title 21, United States Code, Section 352(a).

11. Under the FDCA, when a drug was alleged to be misbranded because its labeling or advertising was misleading, that determination must take into account, among other things, the representations made or suggested by statement, word, design, device, or any combination thereof, and the extent to which the labeling or advertising fails to reveal facts material in light of such representations. Title 21, United States Code, Section 321(n).

12. Under the FDCA, a drug was also deemed to be misbranded unless its labeling bore adequate directions for use. Title 21, United States Code, Section 352 (f)(1).

13. Unless subject to an exemption not applicable here, a drug had to bear adequate directions for use under which a layperson could safely administer the drug for the purposes for which it was intended. Title 21, Code of Federal Regulations, Section 201.5.

14. The FDCA further prohibited the receipt in interstate commerce of any drug that was misbranded and the delivery or proffered delivery thereof for pay or otherwise. Title 21, United States Code, Section 331(c).

15. The FDCA defined the term "interstate commerce" as commerce between separate States in the United States and commerce between any State of the United States and any place outside thereof. Title 21, United States Code, Section 321(b).

The Drugs

16. The defendants, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC.,** and **SHUA G. VANG**, labeled the dietary supplement known as Diabeticine, renamed Diamaxol, and also known as Glucolex, by advertising and promoting it over the Internet with claims that it could cure, mitigate, treat, and prevent Type I and Type II Diabetes.

On the Internet and in inserts delivered with Diabeticine, renamed Diamaxol, and also known as Glucorex, the defendants made the following claims: (1) it was 99% effective against the root cause of Type II Diabetes and 64% effective against the root cause of Type I Diabetes; (2) that it significantly reduced blood sugar levels and increased production of insulin; (3) that it could restore healthy blood sugar serum levels; (4) that it could reduce blood sugar levels 50 points in 30 days, or it would be free to the consumer; and (5) that it had been proven reliable through clinical testing. In fact, no clinical testing had been performed.

17. The defendants, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC.,** and **SHUA G. VANG**, labeled the dietary supplement known as Digestrol, also known as Digesticine, by advertising and promoting it over the Internet with claims that it could cure, mitigate, treat, and prevent Irritable Bowel Syndrome (IBS). On the Internet and in inserts delivered with Digestrol also known as Digesticine, the defendants made the following claims: (1) that it was the first step at reversing IBS and eliminating the root cause of IBS forever; (2) that it had been shown 90% effective at reversing the root cause of IBS; and (3) that it had been proven reliable through clinical testing. In fact, no clinical testing had been performed.

18. The defendants, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC.,** and **SHUA G. VANG**, labeled the dietary supplement known as Uricinex, also known as Uricaid, by advertising and promoting it over the Internet with claims that it could cure, mitigate, treat, and prevent Gout. On the Internet and in inserts delivered with Uricinex,

also known as Uricaid, the defendants made the following claims: (1) that it had been shown 99% effective against Gout; (2) that it could cure the root cause of Gout by working in stages to eliminate pain and inflammation, dissolve the crystals causing gout, increase uric acid elimination, and help keep uric acid levels in check to prevent future attacks; and (3) that it had been proven reliable through clinical testing. In fact, no clinical testing had been performed.

19. The defendants, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG,** and **TECHMEDICA HEALTH, INC.**, labeled the dietary supplement known as Cholestasys Rx, later renamed Cholestasys, by advertising and promoting it over the Internet with claims that it could cure, mitigate, treat, and prevent high cholesterol. On the Internet and in inserts delivered with Cholestasys Rx, later renamed Cholestasys, the defendants made the following claims: (1) that it was 99% effective against high cholesterol; (2) that it could produce the same results as prescription drugs; (3) that, over time, it could reduce cholesterol levels by 50, 100, or 150 points; and (4) that it had been proven reliable through clinical testing. In fact, no clinical testing had been performed.

20. The defendants, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG,** and **TECHMEDICA HEALTH, INC.**, labeled the dietary supplement known as Hyperexol by advertising and promoting it over the Internet with claims that it could cure, mitigate, treat, and prevent high blood pressure. On the Internet and in inserts delivered with Hyperexol, the defendants made the following claims: (1) that it was 99% effective for the treatment of high blood pressure; (2) that it was the answer to normalizing high blood pressure levels naturally and

safely; (3) that it could drop blood pressure levels 30 points in 30 days guaranteed, or it would be free to the consumer; and (4) that it had been proven reliable through clinical testing. In fact, no clinical testing had been performed.

21. The defendants, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG,** and **TECHMEDICA HEALTH, INC.**, labeled the dietary supplement known as Prolipamy by advertising and promoting it over the Internet with claims that it could cure, mitigate, treat, and prevent heartburn, diarrhea, and Irritable Bowel Syndrome (IBS). On the Internet and in inserts delivered with Prolipamy the defendants made the following claims: (1) that it worked on the root cause of IBS; (2) that it provided necessary nutrients to strengthen the digestive system to prevent IBS; and (3) that it could prevent future gas, bloating, diarrhea, and constipation problems related to IBS.

22. Each of the dietary supplements identified in paragraphs 16 through 21 were promoted and advertised for the cure, mitigation, treatment, and prevention of disease. Therefore, each of these products is a drug within the meaning of Title 21, United States Code, Section 321(g)(1).

23. None of the dietary supplements identified in paragraphs 16 through 21 are generally recognized, among experts qualified by scientific training and experience to evaluate the safety and effectiveness of drugs, as safe and effective for use under any of the conditions prescribed, recommended, or suggested in their labeling. Therefore, each of these dietary supplements is a new drug within the meaning of Title 21, United States Code, Section 321(p)(1).

24. None of the dietary supplements described in paragraphs 16 through 21 were approved by the FDA in that none of them were the subjects of an approved NDA, ANDA, or IND application. Therefore, these dietary supplements are unapproved new drugs under the FDCA. Title 21, United States Code, Section 355(b) and (j).

25. Because none of the dietary supplements described in paragraphs 16 through 21 are generally recognized, among experts qualified by scientific training and experience to evaluate the safety and effectiveness of drugs, as safe and effective for use under any of the conditions prescribed, recommended, or suggested in their labeling, they are unapproved new drugs and their labels do not bear adequate directions for use within the meaning of Title 21, United States Code, Section 352(f)(1). Therefore, all of the dietary supplements described in paragraphs 16 through 21 are misbranded drugs.

26. The FDCA provided that no person shall introduce or deliver for introduction into interstate commerce any new drug, unless an approval of an application filed pursuant to Title 21, United States Code, Section 355(b) or (j) is effective with respect to such drug. Title 21, United States Code, Sections 331(d) and 355(a). The FDCA further provided that no person shall introduce or deliver for introduction into interstate commerce any misbranded drug. Title 21, United States Code, Section 331(a). The FDCA further provided that no person shall receive and deliver or proffer for delivery in interstate commerce any misbranded drug. Title 21, United States Code, Section 331(c).

The Defendants

27. Defendant **CHARLES C. THAO** (hereinafter THAO) claimed to be a Board Certified Naturopathic Physician, and claimed to have researched and developed the products

identified in paragraphs 16 through 25. THAO claimed to have obtained a PhD in Healthcare Management from Vernell University in June 1999. THAO also claimed to have received medical training from the Southern College of Naturopathic Medicine in Waldron, Arkansas. Neither entity is an accredited institution of higher education. Between June 13, 2005, and October 15, 2006, said dates being approximate, THAO owned a 51% interest in and directed the day-to-day operations of Medycinex, Inc., a Missouri corporation located in Springfield, Missouri. THAO used Medycinex to purchase the dietary supplements listed in paragraphs 16 through 25, and to distribute those supplements in interstate commerce. On or about October 15, 2006, THAO created defendant **NUTRAPHA RESEARCH, LLC**, a Missouri limited liability company (hereinafter “NUTRAPHA”), located in Springfield, Missouri, to carry on the business previously conducted by Medycinex. THAO continued to use the Bank of America accounts opened for Medycinex and opened a new account at U.S. Bank. THAO owned a 100% interest in NUTRAPHA and directed its day-to-day operations. By reason of his position as an owner and operator of Medycinex and NUTRAPHA, THAO had the responsibility and authority to: (1) prevent violations of the FDCA in the first instance; (2) promptly correct any violations of the FDCA; and (3) ensure that violations of the FDCA did not occur in the future.

28. Defendant **MAI LOR** (hereinafter “LOR”) was married to THAO. LOR owned a 49% interest in and participated in the day-to-day operations of Medycinex. LOR maintained the financial records of Medycinex. On or about February 6, 2007, LOR formed **BIO NUTRASOURCE, LLC**, a Missouri limited liability company (hereinafter “BIO NUTRASOURCE”), located in Springfield, Missouri, to carry on the business previously conducted by Medycinex. LOR owned a 100% interest in and participated in the day-to-day

operations of BIO NUTRASOURCE. On February 6, 2007, LOR opened a U.S. Bank account with a number ending in 0180 on behalf of BIO NUTRASOURCE for the purpose of conducting financial transactions that facilitated the distribution of unapproved new drugs and misbranded drugs. By reason of her position as an owner and operator of Medycinex, and her operation of BIO NUTRASOURCE, LOR had the responsibility and authority to: (1) prevent violations of the FDCA in the first instance; (2) promptly correct any violations of the FDCA; and (3) ensure that violations of the FDCA did not occur in the future.

29. Defendant **TONY T. PHAM** (hereinafter “PHAM”) owned and operated defendant **TECHMEDICA HEALTH, INC.**, a Michigan corporation located in Grand Rapids, Michigan, (hereinafter “TECHMEDICA”). As its president, PHAM controlled and directed TECHMEDICA’s day-to-day operation. PHAM used TECHMEDICA to repackage, sell, market, and distribute the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25. By reason of his position as an owner and operator of TECHMEDICA, PHAM had the responsibility and authority to: (1) prevent violations of the FDCA in the first instance; (2) promptly correct any violations of the FDCA; and (3) ensure that violations of the FDCA did not occur in the future.

30. Defendant **TONG B. VANG** (hereinafter “TONG VANG”) participated in the day-to-day operation of TECHMEDICA. By reason of his participation in the day-to-day operation of TECHMEDICA, TONG VANG had the responsibility and authority to: (1) prevent violations of the FDCA in the first instance; (2) promptly correct any violations of the FDCA; and (3) ensure that violations of the FDCA did not occur in the future.

31. Defendant **SHUA G. VANG** (hereinafter “SHUA VANG”) worked at Medycinex

between July 2005 to June 2006 as the warehouse manager responsible for the delivery of the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25 to TECHMEDICA. SHUA VANG also did business as Naturocare while he was employed at Medycinex. SHUA VANG owned and operated Naturocare between October 2005 and July 2006, said dates being approximate. SHUA VANG purchased the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25 from TECHMEDICA and then marketed, promoted, and sold these drugs under Naturocare labels. The majority of Naturocare's sales were transacted via the Internet. By reason of his participation in the day-to-day operation of Medycinex and his ownership and operation of Naturocare, SHUA VANG had the responsibility and authority to: (1) prevent violations of the FDCA in the first instance; (2) promptly correct any violations of the FDCA; and (3) ensure that violations of the FDCA did not occur in the future.

Defendants' History of Non-Compliance

32. On August 16, 2005, the FDA issued a cyber Warning Letter to TECHMEDICA. The warning letter advised TECHMEDICA that it had violated the FDCA by promoting Diabeticine, Uricinex, Cholestasys Rx, and Prolipamy for the cure, mitigation, prevention, and treatment of diseases over the Internet.

33. On April 17, 2006, at www.techmedica.com, TECHMEDICA continued to promote Diabeticine, Uricinex, Cholestasys, and Prolipamy for the cure, mitigation, prevention, and treatment of diseases over the Internet. TECHMEDICA also promoted Hyperexol, and Digestrol, for the cure, mitigation, prevention, and treatment of diseases. THAO's photograph and credentials were posted on the TECHMEDICA website. The credentials stated that THAO

was a Board Certified Naturopathic Physician and Chief Cellular Researcher for TECHMEDICA. In fact, none of the institutions from which THAO claimed to have received medical training are accredited institutions of higher education.

34. On May 1, 2006, in response to an FDA on-site inspection of its Grand Rapids, Michigan, location, TECHMEDICA, by and through PHAM, stated that it would voluntarily comply with the FDCA by: (1) removing cure, mitigation, prevention, and treatment claims from its website, (2) destroying inserts and brochures for Diabeticine, Uricinex, Cholestasys, Prolipamy, Hyperexol, and Digestrol, (3) obliterating the labels from all finished products on-site, (4) ceasing all production and shipping, (5) suspending receipt of product orders from the general public, and (6) initiating a recall of Diabeticine. TECHMEDICA merely renamed Diabeticine, did not remove cure, mitigation, prevention, and treatment claims from all of its websites, and did not cease production and shipping, rather TECHMEDICA continued to sell dietary supplements as unapproved new drugs and misbranded drugs.

35. On May 9, 2006, the FDA Office of Enforcement reviewed the TECHMEDICA website from an undercover computer, whose IP address could not be traced to the FDA. This review revealed that TECHMEDICA was promoting Diabeticine under the name Diamaxol for the cure, mitigation, treatment, and prevention of diabetes. The FDA Office of Enforcement also reviewed the TECHMEDICA website from an FDA network computer. This second review revealed that TECHMEDICA was running a “sanitized” version of its website, which removed the claims that Diamaxol could cure, mitigate, prevent, and treat diabetes. These reviews further demonstrated that TECHMEDICA continued to defraud the general public by promoting dietary supplements as unapproved new drugs and misbranded drugs for the cure, mitigation, prevention,

and treatment of disease, while defrauding the FDA by running a “sanitized” version of its website to computers with an FDA IP address.

36. On May 19, 2006, the FDA Center for Food Safety and Applied Nutrition reviewed www.naturopcare.com. SHUA VANG d/b/a Naturopcare promoted Glucoclex, Uricaid, and Digesticine for the cure, mitigation, prevention, and treatment of diseases. The Naturopcare website displayed a photograph of THAO with a caption that identified him as a Board Certified Naturopathic Physician and as the Chief Cellular Health Researcher for Naturopcare. Once again THAO had no medical degree from an accredited institution.

37. On or about May 31, 2006, the FDA Center for Food Safety and Applied Nutrition again reviewed the TECHMEDICA website. TECHMEDICA continued to promote Cholestasys, Digestrol, Uricinex, Diamaxol, and Hyperexol, for the cure, mitigation, prevention, and treatment of diseases.

COUNT ONE
CONSPIRACY TO VIOLATE THE LAWS OF THE UNITED STATES
and TO DEFRAUD THE FOOD AND DRUG ADMINISTRATION
18 U.S.C. § 371 (21 U.S.C. §§ 331(a), 331(d), 333(a)(2), & 355(a))

38. The factual allegations in paragraphs 1 through 37 of this indictment are incorporated herein by reference as if fully set forth herein.

The Conspiracy and Its Objects

39. Between April 6, 2004, and the date of this Indictment, said dates being approximate, at Springfield, Greene County, within the Western District of Missouri and elsewhere, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE, LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH,**

INC., and SHUA G. VANG, defendants herein, knowingly and intentionally combined, conspired and agreed with each other and others, both known and unknown to the grand jury, to: (1) commit offenses against the United States, those are, (a) with the intent to defraud and mislead, to cause the introduction of unapproved new drugs into interstate commerce, (b) with the intent to defraud and mislead, to cause the introduction of misbranded drugs into interstate commerce, and (c) with the intent to defraud and mislead, to receive misbranded drugs in interstate commerce and deliver the same for pay, all contrary to the provisions of the Federal Food, Drug, and Cosmetic Act, Title 21, United States Code, Sections 301 et seq., and (2) to defraud the United States by impeding, obstructing, and defeating the lawful functions of the FDA to: (a) prevent the introduction of unapproved new drugs and misbranded drugs in interstate commerce; (b) regulate the interstate sale and distribution of drugs in the United States; and, (c) safeguard the health and safety of consumers who purchase drugs in the United States, contrary to the provisions of and all in violation of Title 18, United States Code, Section 371.

40. THAO, LOR, NUTRAPHA, BIO NUTRASOURCE, PHAM, TONG VANG, TECHMEDICA, and SHUA VANG introduced into, received and delivered in interstate commerce dietary supplements that were labeled as drugs, each more fully described in paragraphs 16 through 25, none of which were the subjects of an approved NDA, ANDA, or IND application and none of which bore adequate directions for use.

Manner and Means

41. The members of the conspiracy used various manners and means to effect the objects and purposes of the conspiracy, including but not limited to the following:

42. It was part of the conspiracy that between April 6, 2004, and January 31, 2008,

said dates being approximate, THAO and LOR, through Medycinex, NUTRAPHA, and BIO NUTRASOURCE caused a dietary supplement manufacturer in Jonesboro, Georgia, to manufacture: (1) Diabeticine, renamed Diamaxol, and also known as Glucolex, (2) Cholestasys Rx, later renamed Cholestasys, and (3) Prolipamy, each more fully described in paragraphs 16 through 25, for their delivery for introduction into interstate commerce. During this time, THAO and LOR, through Medycinex, NUTRAPHA and BIO NUTRASOURCE paid the dietary supplement manufacturer in Jonesboro, Georgia, approximately \$1,203,534.82 for the manufacture of the dietary supplements advertised, promoted, and sold, as unapproved new drugs and misbranded drugs.

43. It was further part of the conspiracy that on or about October 5, 2004, PHAM entered into a written agreement with THAO for the development of Uricinex. Pursuant to the terms of this agreement PHAM invested \$5,000.00 for the manufacture and production of Uricinex, which had been developed and researched by THAO. In exchange, PHAM received the right to purchase Uricinex at a “manufacturer’s price.”

44. It was further part of the conspiracy that on or about, October 30, 2004, THAO and LOR through, Medycinex, and PHAM and TONG VANG, through First Nutrients, LLC entered into a written contract regarding the development, sale and purchase of Diabeticine, renamed Diamaxol, and also known as Glucolex. Pursuant to the terms of the agreement, PHAM and TONG VANG received the exclusive right to distribute Diabeticine, renamed Diamaxol, and also known as Glucolex. The agreement required the use of THAO’s name on product labeling and granted THAO the right to approve the design, printing, and distribution of marketing materials for this unapproved new drug and misbranded drug.

45. It was further part of the conspiracy that on or about December 8, 2004, THAO contacted a Medycinex customer from Kansas City, Kansas, via e-mail, and directed him to purchase Diabeticine from TECHMEDICA. THAO notified the customer that he was still selling Prolipamy, Cholestasys, and Uricinex.

46. It was further part of the conspiracy that on or about February 15, 2005, THAO e-mailed a group of drug distributors, in which he announced the grand opening of TECHMEDICA. THAO announced that TECHMEDICA had obtained exclusive marketing rights to Diabeticine. THAO noted that PHAM and TONG VANG owned and operated TECHMEDICA. THAO instructed all of his regional consultants (distributors) to purchase Diabeticine at a wholesale price directly from TECHMEDICA.

47. It was further part of the conspiracy that between July 28, 2005, and January 31, 2008, said dates being approximate THAO and LOR, through Medycinex and BIO NUTRASOURCE caused a dietary supplement manufacturer in Fayetteville, Arkansas, to manufacture: (1) Uricinex also known as Uricaid, (2) Hyperexol, and (3) Digestrol also known as Digesticine, each more fully described in paragraphs 16 through 25, for their delivery for introduction into interstate commerce. During this period of time, THAO and LOR, through Medycinex and BIO NUTRASOURCE paid dietary supplement manufacturer in Fayetteville, Arkansas, approximately \$1,471,611.82 for the manufacture of these dietary supplements advertised, promoted, and sold as unapproved new drugs and misbranded drugs.

48. It was further part of the conspiracy that on or about August 2, 2005, THAO through Medycinex, and PHAM through TECHMEDICA entered into a written contract regarding the delivery of Medycinex products between Springfield, Missouri, and Grand Rapids,

Michigan. This agreement required TECHMEDICA to pay \$1,000 for each shipment of Medycinex products, which was due upon delivery of the products in Grand Rapids, Michigan. If TECHMEDICA purchased 1,000,000 or more capsules of any Medycinex product, shipping was to be free of charge.

49. It was further part of the conspiracy that between October 7, 2005, and November 8, 2005, PHAM, through TECHMEDICA, and SHUA VANG doing business as Naturocare, entered into a written distributor agreement that gave SHUA VANG the right to market and distribute unapproved new drugs and misbranded drugs supplied by TECHMEDICA under his own private label, that is, Naturocare. This agreement allowed SHUA VANG to re-label and re-name these unapproved new drugs and misbranded drugs with the approval of TECHMEDICA and Medycinex. SHUA VANG agreed to keep “all trade secrets and inside information, including inside conversations, that belongs to Medycinex, LLC and Techmedica Health, Inc., secret and confidential at all time.” SHUA VANG further agreed not to reassign any rights obtained through this agreement to any other entity without explicit written approval from Medycinex and TECHMEDICA.

50. It was further part of the conspiracy that on or about February 12, 2006, SHUA VANG, acting as an employee of Medycinex, transported 400,000 capsules identified as “Glucofast” from Springfield, Missouri, to TECHMEDICA in Grand Rapids, Michigan. TECHMEDICA promoted “Glucofast” as a weight loss formula; however, Glucofast had the same ingredients as Diabeticine, renamed Diamaxol, and also known as Glucolox, which was promoted by THAO, TECHMEDICA, and PHAM, for the cure, mitigation, prevention, and treatment of Type I and Type II diabetes.

51. It was further part of the conspiracy that on or about March 21, 2006, SHUA VANG, acting as an employee of Medycinex, transported 200,000 capsules of Diabeticine and 500,000 capsules of Hyperexol from Springfield, Missouri, to TECHMEDICA in Grand Rapids, Michigan. PHAM signed a Medycinex invoice for these products on or about March 23, 2006.

52. It was further part of the conspiracy that TECHMEDICA, through PHAM and TONG VANG, used www.Techmedica.com to facilitate the distribution of the unapproved new drugs and misbranded drugs identified in paragraphs 16 through 25, by posting claims that these products could cure, mitigate, treat, and prevent disease.

53. It was further part of the conspiracy that between May 1, 2006, and the date of the Indictment, said dates being approximate, TECHMEDICA, through PHAM and TONG VANG, operated versions of www.faithmeds.com, www.livingremedies.com, and www.micronutra.com that when accessed from a computer whose IP address could not be traced to the FDA contained materially false testimonials, product information, and identification of medical professionals. Further, these websites were designed to drive Internet traffic to TECHMEDICA to increase sales by labeling these dietary supplements as drugs, each more fully described in paragraphs 16 through 25.

54. It was further part of the conspiracy that between May 1, 2006, and the date of the Indictment, said dates being approximate, TECHMEDICA created and posted content to www.techmedica.com, www.faithmeds.com, www.livingremedies.com, and www.micronutra.com. TECHMEDICA fabricated fraudulent customer identities using photographs purchased from Istockphoto.com. Testimonials attributed to these fraudulent identities touted the effectiveness of the unapproved new drugs and misbranded drugs described

in paragraphs 16 through 25. TECHMEDICA also posted one of the Istockphoto.com photographs on www.techmedica.com to fabricate a non-existent physician, Dr. Judy Hamilton, for the purpose of lending authenticity to and endorsing product claims about Diabeticine (Diamaxol) for customers with Type I and Type II diabetes and to endorse THAO. The person identified as Dr. Hamilton on www.techmedica.com was in fact a model from California. This same model's photograph was also used by PHAM on www.livingremedies.com to fabricate a non-existent nurse, Bethany Hunt, RN, to tout the effectiveness of the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25.

55. It was further part of this conspiracy that between January 1, 2005, and December 31, 2005, PHAM and TONG VANG, through TECHMEDICA paid THAO and LOR, through Medycinex, approximately \$1,124,802.00 by bank check and wire transfer.

56. It was further part of this conspiracy that between January 1, 2006, and October 15, 2006, PHAM and TONG VANG, through TECHMEDICA, paid THAO and LOR, through Medycinex, approximately \$3,065,268.50 by bank check and wire transfer. Between October 15, 2006, and February 6, 2007, PHAM and TONG VANG, through TECHMEDICA, paid THAO and LOR, through NUTRAPHA, approximately \$212,200.00 by wire transfer. Between February 6, 2007, and the date of this Indictment, PHAM and TONG VANG, through TECHMEDICA, paid LOR, through BIO NUTRASOURCE, approximately \$4,399,113.09 by wire transfer.

57. It was further part of this conspiracy that between January 1, 2005, and December 31, 2005, PHAM deposited approximately \$2,610,882.21 into TECHMEDICA's National City Bank account with a number ending in 8974, that is traceable to the sale of the unapproved new

drugs and misbranded drugs described in paragraphs 16 through 25.

58. It was further part of this conspiracy that between January 1, 2006, and December 31, 2006, PHAM deposited approximately \$14,712,442.58 into TECHMEDICA's National City Bank account with a number ending in 8974, that is traceable to the sale of the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25.

59. It was further part of this conspiracy that between February 25, 2005, and September 13, 2006, THAO and LOR, through Medycinex, and PHAM and TONG VANG, through TECHMEDICA, used the Internet and product labeling to promote, market, and sell the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25 to the general public within the United States. TECHMEDICA sales records for the period between February 25, 2005, and September 13, 2006, indicated that TECHMEDICA sold approximately \$11,954,648.60 of unapproved new drugs and misbranded drugs described in paragraphs 16 through 25. THAO and LOR, through Medycinex, supplied these products to PHAM and TONG VANG at TECHMEDICA.

60. It was further part of the conspiracy that SHUA VANG d/b/a Naturocare used www.naturocare.com to facilitate the distribution of the products identified in paragraphs 16 through 25, by posting claims that these products could cure, mitigate, treat, and prevent disease.

61. It was further part of the conspiracy that, SHUA VANG d/b/a Naturocare also utilized photographs purchased by TECHMEDICA from Istockphoto.com to fabricate a non-existent physician, Dr. Judy Hamilton, for the purpose of lending authenticity to and endorsing product claims about Diabeticine (Diamaxol) for customers with Type I and Type II diabetes. The photograph identified as Dr. Hamilton on www.naturocare.com was in fact the same model

from California identified on www.techmedica.com as Dr. Judy Hamilton and on www.livingremedies.com as Bethany Hunt, RN.

62. Between October 8, 2005, and July 8, 2006, SHUA VANG d/b/a Naturocare, sold Glucoclex, Uricaid, and Digesticine, which he had obtained from TECHMEDICA, via the Internet. During this time, SHUA VANG d/b/a Naturocare sales records indicated that Naturocare sold \$12,287.35 of the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25.

Overt Acts

63. In furtherance of the conspiracy and to effect the objects thereof, THAO, LOR, NUTRAPHA, BIO NUTRASOURCE, PHAM, TONG VANG, TECHMEDICA, and SHUA VANG, and others known and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among others, in the Western District of Missouri and elsewhere:

64. On or about May 18, 2005, THAO and LOR caused Cholestasys Rx to be shipped from Springfield, Missouri, to PHAM and TONG VANG, at TECHMEDICA, in Grand Rapids, Michigan, where it was held for sale prior to its distribution in interstate commerce.

65. On or about July 27, 2005, a customer purchased five bottles of Diabeticine from TECHMEDICA. The customer paid \$354.85 to TECHMEDICA with a Visa credit card. PHAM and TONG VANG, through TECHMEDICA, shipped the Diabeticine, which had been received from THAO, LOR, and SHUA VANG, through Medycinex, via the United States Mail to an address located in Cassville, Missouri.

66. On or about September 2, 2005, THAO, LOR, and SHUA VANG caused

Uricinex to be shipped from Springfield, Missouri, to PHAM and TONG VANG, at TECHMEDICA, in Grand Rapids, Michigan, where it was held for sale prior to its distribution in interstate commerce.

67. On or about December 22, 2005, a customer purchased one bottle of Hyperexol from TECHMEDICA. The customer paid \$66.95 to TECHMEDICA with a Visa credit card. PHAM and TONG VANG, through TECHMEDICA, shipped the Hyperexol, which had been received from THAO, LOR, and SHUA VANG, through Medycinex, via the United States Mail to an address located in Aurora, Missouri.

68. On or about January 12, 2006, THAO, LOR, and SHUA VANG caused Diabeticine to be shipped from Springfield, Missouri, to PHAM and TONG VANG, at TECHMEDICA, in Grand Rapids, Michigan, where its was held for sale prior to its distribution in interstate commerce.

69. On or about March 5, 2006, THAO and LOR caused Digestrol to be shipped from Springfield, Missouri, to PHAM and TONG VANG, at TECHMEDICA, in Grand Rapids, Michigan, where it was held for sale prior to its distribution in interstate commerce.

70. On or about April 18, 2006, THAO and LOR caused Hyperexol to be shipped from Springfield, Missouri, to PHAM and TONG VANG, at TECHMEDICA, in Grand Rapids, Michigan, where it was held for sale prior to its distribution in interstate commerce.

71. Between May 1, 2006, and the date of the Indictment, said dates being approximate, to defraud the United States by impeding, obstructing, and defeating the lawful functions of the FDA, TECHMEDICA, through PHAM and TONG VANG, continued to operate www.techmedica.com and created www.faithmeds.com, www.livingremedies.com, and

www.micronutra.com, using mirror image technology. The use of this technology assured that when each of these websites was accessed from an FDA network computer, each displayed medical claims that attempted to comply with the FDCA. However, when each of these websites was accessed from a computer whose IP address could not be traced to the FDA, each website displayed medical claims that the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25, could cure, mitigate, treat, and prevent diseases. TECHMEDICA and PHAM had twice been warned that such claims violated the FDCA, both in a cyber warning letter issued on August 16, 2005, and following an FDA inspection concluded on May 1, 2006.

72. On or about May 26, 2006, an FDA undercover special agent purchased Digesticine, Glucorex, and Uricaid, from SHUA VANG d/b/a Naturocare. The FDA undercover special agent paid \$370.80 to SHUA VANG d/b/a Naturocare with a Visa credit card. SHUA VANG d/b/a Naturocare shipped these unapproved new drugs and misbranded drugs, which had previously been received from PHAM and TONG VANG, through TECHMEDICA, via the United States Mail from Springfield, Missouri, to an undercover post office box located in Mission, Kansas. The invoices generated by this transaction identified Naturocare as the supplier, at the same address used by Medycinex. The shipment contained product information literature describing the uses and directions of use for Glucorex and Uricaid. The Uricaid product literature contained medical claims that stated the product had been shown to be 99% effective at reversing the root cause of Gout, based on clinical studies and long-term use.

73. On or about June 1, 2006, an FDA undercover special agent purchased Diamaxol, Cholestasys, Hyperexol, Digestrol, Uricinex and Prolipamy from TECHMEDICA. The FDA undercover special agent paid \$379.90 to TECHMEDICA with a Visa card. PHAM and TONG

VANG, through TECHMEDICA, shipped these products, which had been received from THAO, LOR, and SHUA VANG, through Medycinex, via the United States Mail to an undercover post office box located in Lenexa, Kansas. The shipment contained product information literature for Diamaxol, Digestrol, Cholestasys, Hyperexol, and Uricinex that claimed these products could cure, mitigate, prevent, and treat disease. These medical claims were substantially the same as those medical claims previously identified as a violation of the FDCA.

74. Between October 15, 2006, and February 6, 2007, PHAM and TONG VANG, through TECHMEDICA, paid THAO and LOR, through NUTRAPHA, approximately \$212,200.00 for the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25. Between January 31, 2007, and February 28, 2007, THAO, through NUTRAPHA, paid \$9,571.79 to a dietary supplement distributor in Fayetteville, Arkansas.

75. On or about March 23, 2007, an FDA undercover special agent ordered Diamaxol, Hyperexol, and Uricinex, all unapproved new drugs and misbranded drugs from TECHMEDICA. The undercover special agent used a Visa card to pay TECHMEDICA \$57.00 for the Uricinex. On or about April 30, 2007, PHAM and TONG VANG, through TECHMEDICA, shipped Uricinex, which had been received from THAO and, LOR, through BIO NUTRASOURCE, via the United States Mail to an address located in Kansas City, Missouri. This shipment contained product information literature for Uricinex and Prolipamy.

76. All in violation of Title 18, United States Code, Section 371.

COUNTS TWO through SEVEN
CAUSING THE INTRODUCTION OF UNAPPROVED NEW DRUGS
INTO INTERSTATE COMMERCE
21 U.S.C. § 331(d); 21 U.S.C. § 333 (a)(2); 355(a); 18 U.S.C. § 2

77. Paragraphs 1 through 37 and paragraphs 42 through 62 are hereby re-alleged and incorporated by reference as if set forth in full herein.

78. On or about the dates set forth below in each individual count, at Springfield, Greene County, within the Western District of Missouri, and elsewhere, **CHARLES C. THAO, MAI LOR, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC.,** and **SHUA G. VANG**, defendants herein, aiding and abetting each other and others, with intent to defraud and mislead, caused the introduction and delivery for introduction into interstate commerce: Diabeticine, renamed Diamaxol, and also known as Glucolex; Digestrol, also known as Digesticine; Uricinex also known as Uricaid; Cholestasys Rx, later renamed Cholestasys; Hyperexol; and Prolipamy, each more fully described in paragraphs 16 through 25, which were unapproved new drugs within the meaning of 21 U.S.C. § 321(p)(1), in that they were not the subjects of an approved marketing or investigation application on file with FDA as required by 21 U.S.C. § 355(a). The following instances are listed below, each being a separate and additional Count of this Indictment:

COUNT	DATE	ITEM
2	On or about March 30, 2005	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Diabeticine to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.
3	On or about July 29, 2005	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Digestrol to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.

COUNT	DATE	ITEM
4	On or about November 18, 2005	THAO, LOR, PHAM, TONG VANG, TECHMEDICA, and SHUA VANG caused Hyperexol to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.
5	On or about February 12, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Cholestasys to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.
6	On or about March 21, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Uricinex to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.
7	On or about April 18, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Prolipamy to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.

79. All in violation of Title 21, United States Code, Sections 331(d), 355(a) and 333(a)(2), and Title 18, United States Code, Section 2.

**COUNTS EIGHT through THIRTEEN
CAUSING THE INTRODUCTION OF MISBRANDED DRUGS
INTO INTERSTATE COMMERCE
21 U.S.C. § 331(a); 21 U.S.C. § 333 (a)(2); 21 U.S.C. § 352(f); 18 U.S.C. § 2**

80. Paragraphs 1 through 37 and paragraphs 42 through 62 are hereby re-alleged and incorporated by reference as if set forth in full herein.

81. On or about the dates set forth below in each individual count, at Springfield,

Greene County, within the Western District of Missouri, and elsewhere, **CHARLES C. THAO, MAI LOR, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC., and SHUA G. VANG**, defendants herein, aiding and abetting each other and others, did, with intent to defraud and mislead, cause the introduction and delivery for introduction into interstate commerce: Diabeticine, renamed Diamaxol, and also known as Glucorex; Digestrol, also known as Digesticine; Uricinex also known as Uricaid; Cholestasys Rx, later renamed Cholestasys; Hyperexol; and Prolipamy, each more fully described in paragraphs 16 through 25, which were misbranded drugs within the meaning of Title 21, United States Code, Section 352(f)(1), in that their labeling failed to bear adequate directions for use. The following instances are listed below, each being a separate and additional Count of this Indictment:

COUNT	DATE	ITEM
8	On or about March 30, 2005	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Diabeticine to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.
9	On or about July 29, 2005	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Digestrol to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.
10	On or about November 18, 2005	THAO, LOR, PHAM, TONG VANG, TECHMEDICA, and SHUA VANG caused Hyperexol to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.

COUNT	DATE	ITEM
11	On or about February 12, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Cholestasys Rx to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.
12	On or about March 21, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Uricinex to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.
13	On or about April 18, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA caused Hyperexol to be shipped from Springfield, Missouri, to Grand Rapids, Michigan, where it was held for sale prior to its further distribution in interstate commerce.

82. All in violation of Title 21, United States Code, Sections 331(a), 352(f)(1) and 333(a)(2), and Title 18, United States Code, Section 2.

**COUNTS FOURTEEN through TWENTY
RECEIVING AND DISTRIBUTING MISBRANDED DRUGS
IN INTERSTATE COMMERCE
21 U.S.C. § 331(c); 21 U.S.C. § 333 (a)(2); 21 U.S.C. § 352(f); 18 U.S.C. § 2**

83. Paragraphs 1 through 37 and paragraphs 42 through 62 are hereby re-alleged and incorporated by reference as if set forth in full herein.

84. On or about the dates set forth below in each individual count, at Springfield, Greene County, within the Western District of Missouri, and elsewhere, **CHARLES C. THAO, MAI LOR, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG,** and **TECHMEDICA HEALTH, INC.**, defendants herein, aiding and abetting each other and others, with intent to defraud and mislead, received in interstate commerce the following: Diabeticine,

renamed Diamaxol, and also known as Glucorex; Digestrol, also known as Digesticine; Uricinex also known as Uricaid; Cholestasys Rx, later renamed Cholestasys; Hyperexol; and Prolipamy, each more fully described in paragraphs 16 through 25, which were misbranded drugs within the meaning of Title 21, United States Code, Section 352(f)(1), in that their labeling failed to bear adequate directions for use, and delivered and proffered for delivery the same for pay or otherwise. The following instances are listed below, each being a separate and additional Count of this Indictment:

COUNT	DATE	ITEM
14	On or about April 7, 2005,	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA, received Diabeticine in interstate commerce and delivered five bottles of Diabeticine via the United States Mail to a customer at an address located in Bois D'Arc, Missouri, for pay.
15	On or about September 28, 2005	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA, received Hyperexol in interstate commerce and delivered three bottles of Hyperexol via the United States Mail to a customer at an address located in Reeds Spring, Missouri, for pay.
16	On or about November 25, 2005	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA received Digestrol in interstate commerce and delivered three bottles of Digestrol via the United States Mail to a customer at an address located in Springfield, Missouri, for pay.
17	On or about January 20, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA received Prolipamy in interstate commerce and delivered five bottles of Prolipamy via the United States Mail to a customer at an address located in Branson, Missouri, for pay.

COUNT	DATE	ITEM
18	On or about May 4, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA received Cholestasys in interstate commerce and delivered five bottles of Cholestasys via the United States Mail to a customer at an address located in Liberty, Missouri, for pay.
19	On or about September 7, 2006	THAO, LOR, PHAM, TONG VANG, and TECHMEDICA received Diamaxol in interstate commerce and delivered one bottle of Diamaxol via the United States Mail to a customer at an address located in Nixa, Missouri, for pay.
20	On or about April 30, 2007	LOR, BIO NUTRASOURCE, PHAM, TONG VANG, and TECHMEDICA received Uricinex in interstate commerce and delivered one bottle of Uricinex via the United States Mail to an undercover officer at an address located in Kansas City, Missouri, for pay.

85. All in violation of Title 21, United States Code, Sections 331(c), 352(f)(1) and 333(a)(2), and Title 18, United States Code, Section 2.

**COUNT TWENTY-ONE
CONSPIRACY TO COMMIT WIRE FRAUD
18 U.S.C. § 1343 and § 371**

86. The factual allegations in paragraphs 1 through 37 of this indictment are incorporated herein by reference as if fully set forth herein.

The Conspiracy and Its Objects

87. Between April 6, 2004, and the date of this Indictment, said dates being approximate, at Springfield, Greene County, within the Western District of Missouri and elsewhere, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH,**

INC., and **SHUA G. VANG**, defendants herein, knowingly and intentionally combined, conspired and agreed with each other and others, both known and unknown to the grand jury, to commit an offense against the United States, that is, having devised and intended to devise a scheme for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, that is, false representations and promises to consumers that Diabeticine, renamed Diamaxol, and also known as Glucorex; Digestrol, also known as Digesticine; Uricinex also known as Uricaid; Cholestasys Rx, later renamed Cholestasys; Hyperexol; and Prolipamy, each more fully described in paragraphs 16 through 25, had been formulated and tested by qualified medical professionals to cure, mitigate, prevent, and treat diseases, transmitted or caused to be transmitted, by means of wire communication in interstate commerce, payments in the form of bank wire transfers: (1) between THAO and LOR (through Medycinex and BIO NUTRASOURCE) and dietary supplement manufacturers; (2) between PHAM (through TECHMEDICA) and THAO and LOR (through Medycinex, NUTRAPHA and BIO NUTRASOURCE); (3) credit card transactions between TECHMEDICA customers and PHAM (through TECHMEDICA); and (4) credit card transactions between NATUROCARE customers and SHUA VANG all contrary to the provisions of Title 18, United States Code, Section 1343.

88. THAO, LOR, NUTRAPHA, BIO NUTRASOURCE, PHAM, TONG VANG, TECHMEDICA, and SHUA VANG caused transmissions by wire communications to introduce into, receive and deliver in interstate commerce the dietary supplements that were labeled as drugs, each more fully described in paragraphs 16 through 25, none of which were the subjects of an approved NDA, ANDA, or IND application and none of which bore adequate directions for

use.

Manner and Means

89. Paragraphs 42 through 62 and paragraphs 64 through 75 are hereby re-alleged and incorporated by reference as if set forth in full herein.

Overt Acts

90. In furtherance of the conspiracy and to effect the objects thereof, THAO, LOR, NUTRAPHA, BIO NUTRASOURCE, PHAM, TONG VANG, TECHMEDICA, and SHUA VANG, and others known and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among others, in the Western District of Missouri and elsewhere:

91. Between April 6, 2004, and the date of this Indictment, said dates being approximate, THAO and LOR, through Medycinex, NUTRAPHA and BIO NUTRASOURCE periodically purchased dietary supplements, which became the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25, from a dietary supplement manufacturer in Jonesboro, Georgia. Further THAO and LOR, through Medycinex and BIO NUTRASOURCE also periodically purchased dietary supplements, which became the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25, from a dietary supplement manufacturer in Fayetteville, Arkansas. Further THAO and LOR, through Medycinex, periodically wire transferred funds from a Medycinex Bank of America account with a number ending in 9774, located in Springfield, Missouri, to two dietary supplement manufacturers to pay for dietary supplements, which became the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25. Further, LOR, through BIO

NUTRASOURCE, periodically wire transferred funds from a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180, located in Springfield, Missouri, to two dietary supplement manufacturers to pay for the dietary supplements, which became the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25.

92. Between April 6, 2004, and the date of this Indictment, said dates being approximate, THAO and LOR, through Medycinex, NUTRAPHA, and BIO NUTRASOURCE, periodically delivered the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25, to TECHMEDICA, through PHAM and TONG VANG. Further, TECHMEDICA, through PHAM and TONG VANG, periodically wire transferred funds from two TECHMEDICA National City Bank accounts with numbers ending in 8974 and 3650, to a Medycinex Bank of America account with a number ending in 9774 and two BIO NUTRASOURCE U.S. Bank accounts with numbers ending in 0180 and 6770 as payment for the unapproved new drugs and misbranded drugs described in paragraphs 16 through 25.

93. On or about July 27, 2005, TECHMEDICA sold five bottles of the unapproved new drug and misbranded drug Diabeticine to a customer who paid TECHMEDICA \$354.85 with a Visa credit card.

94. On or about September 12, 2005, PHAM, TONG VANG, and TECHMEDICA wire transferred \$131,000.00 from a TECHMEDICA National City Bank account with a number ending in 8974, located in Grand Rapids, Michigan, to a Medycinex Bank of America account with a number ending in 9774, controlled by THAO and LOR and located in Springfield, Missouri.

95. On or about November 23, 2005, THAO and LOR wire transferred \$22,662.50

from a Medycinex Bank of America account with a number ending in 9774, and located in Springfield, Missouri, to A dietary supplement manufacturer in Fayetteville, Arkansas.

96. On or about April 28, 2006, THAO and LOR wire transferred \$114,493.50 from a Medycinex Bank of America account with a number ending in 9774, and located in Springfield, Missouri, to A dietary supplement manufacturer in Jonesboro, Georgia.

97. On or about May 26, 2006, SHUA VANG d/b/a Naturocare, sold Glucorex, Uricaid, and Digesticine to an undercover officer, and accepted a \$370.80 payment for these unapproved new drugs and misbranded drugs via a credit card deposit into Naturocare's Bank of America account with a number ending in 0897 in Springfield, Missouri.

98. On or about June 9, 2006, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$198,357.50 from a TECHMEDICA National City Bank account with a number ending in 3650, and located in Grand Rapids, Michigan, to a Medycinex Bank of America account with a number ending in 9774, controlled by THAO and LOR and located in Springfield, Missouri.

99. On or about July 17, 2006, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$204,865.00 from a TECHMEDICA National City Bank account with a number ending in 8974, and located in Grand Rapids, Michigan, to a Medycinex Bank of America account with a number ending in 9774, controlled by THAO and LOR and located in Springfield, Missouri.

100. On or about September 12, 2006, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$172,079.00 from a TECHMEDICA National City Bank account with a number ending in 3650, and located in Grand Rapids, Michigan, to a Medycinex Bank of America

account with a number ending in 9774, controlled by THAO and LOR and located in Springfield, Missouri.

101. On or about November 17, 2006, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$12,000.00 from a TECHMEDICA National City Bank account with a number ending in 3650, and located in Grand Rapids, Michigan, to the Medycinex Bank of America account with a number ending in 9774 and located in Springfield, Missouri, which was then being used by NUTRAPHA and controlled by THAO.

102. On or about February 14, 2007, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$140,733.00 from a TECHMEDICA National City Bank account with a number ending in 8974, and located in Grand Rapids, Michigan, to a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180, controlled by LOR and located in Springfield, Missouri.

103. On or about March 22, 2007, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$225,000.00 from a TECHMEDICA National City Bank account with a number ending in 8974, and located in Grand Rapids, Michigan, to a BIO NUTRASOURCE U.S. Bank account with a number ending in 6770, controlled by LOR and located in Springfield, Missouri.

104. On or about March 26, 2007, LOR wire transferred \$69,201.00 from a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180 and located in Springfield, Missouri, to A dietary supplement manufacturer in Jonesboro, Georgia.

105. On or about May 18, 2007, LOR wire transferred \$134,620.00 from a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180, and located in Springfield, Missouri, to A dietary supplement manufacturer in Fayetteville, Arkansas.

106. All in violation of Title 18, United States Code, Section 371.

COUNTS TWENTY-TWO through THIRTY-TWO
WIRE FRAUD
18 U.S.C. § 1343 and § 2

107. Paragraphs 1 through 37, paragraphs 42 through 62, and paragraphs 64 through 75, and paragraphs 91 and 92 are hereby re-alleged and incorporated by reference as if set forth in full herein.

108. On or about the dates set forth below in each individual count, at Springfield, Greene County, within the Western District of Missouri, and elsewhere, **CHARLES C. THAO, MAI LOR, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC.,** and **SHUA G. VANG**, defendants herein, having devised and intending to devise a scheme and artifice to defraud and obtain money and property by means of materially false and fraudulent pretenses, representations and promises, that is, false representations and promises to consumers that Diabeticine, renamed Diamaxol, and also known as Glucorex; Digestrol, also known as Digesticine; Uricinex also known as Uricaid; Cholestasys Rx, later renamed Cholestasys; Hyperexol; and Prolipamy, each more fully described in paragraphs 16 through 25, had been formulated and tested by qualified medical professionals to cure, mitigate, prevent, and treat diseases, and for the purpose of executing such scheme and artifice and attempting to do so, transmitted and caused to be transmitted, by means of wire communication in interstate commerce, payments in the form wire transfers to bank accounts located in Springfield, Missouri, that were operated by THAO and LOR (through Medycinex, NUTRAPHA, and BIO NUTRASOURCE), and by SHUA VANG (doing business as Naturocare), and wire transfers from bank accounts located in Grand Rapids, Michigan, that were operated by PHAM and TONG VANG (through TECHMEDICA). The following instances are

listed below, each below being a separate and additional Count of this Indictment:

COUNT	DATE	ITEM
22	On or about April 7, 2005	PHAM and TONG VANG, and TECHMEDICA sold five bottles of the unapproved new drug and misbranded drug Diabeticine to a customer who paid TECHMEDICA \$234.90 with a Visa credit card that was wire transferred to a TECHMEDICA National City Bank account with a number ending in 8974, located in Grand Rapids, Michigan.
23	On or about October 7, 2005	PHAM, TONG VANG, and TECHMEDICA wire transferred \$130,000.00 from a TECHMEDICA National City Bank account with a number ending in 8974, located in Grand Rapids, Michigan, to a Medycinex Bank of America account with a number ending in 9774, controlled by THAO and LOR and located in Springfield, Missouri.
24	On or about October 21, 2005	THAO and LOR wire transferred \$13,600.00 from a Medycinex Bank of America account with a number ending in 9774, and located in Springfield, Missouri, to a dietary supplement manufacturer in Fayetteville, Arkansas.
25	On or about March 23, 2006	THAO and LOR wire transferred \$74,575.00 from a Medycinex Bank of America account with a number ending in 9774, and located in Springfield, Missouri, to a dietary supplement manufacturer in Jonesboro, Georgia.
26	On or about May 26, 2006	SHUA VANG d/b/a Naturocare, sold Glucorex, Uricaid, and Digesticine to an undercover officer, and accepted a \$370.80 payment for these unapproved new drugs and misbranded drugs via a credit card deposit into his bank account in Springfield, Missouri.

COUNT	DATE	ITEM
27	On or about June 20, 2006	PHAM, TONG VANG, and TECHMEDICA, wire transferred \$199,865.00 from a TECHMEDICA National City Bank account with a number ending in 3650, and located in Grand Rapids, Michigan, to a Medycinex Bank of America account with a number ending in 9774, controlled by THAO and LOR and located in Springfield, Missouri.
28	On or about November 17, 2006	PHAM, TONG VANG, and TECHMEDICA, wire transferred \$12,000.00 from a TECHMEDICA National City Bank account with a number ending in 3650, and located in Grand Rapids, Michigan, to the Medycinex Bank of America account with a number ending in 9774, controlled by THAO, utilized by NUTRAPHA, and located in Springfield, Missouri.
29	On or about February 26, 2007	PHAM, TONG VANG, and TECHMEDICA, wire transferred \$122,750.00 from a TECHMEDICA National City Bank account with a number ending in 8974, and located in Grand Rapids, Michigan, to a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180, controlled by LOR and located in Springfield, Missouri.
30	On or about March 22, 2007	PHAM, TONG VANG, and TECHMEDICA, wire transferred \$225,000.00 from a TECHMEDICA National City Bank account with a number ending in 8974, and located in Grand Rapids, Michigan, to a BIO NUTRASOURCE U.S. Bank account with a number ending in 6770, controlled by LOR and located in Springfield, Missouri.
31	On or about April 26, 2007	LOR wire transferred \$31,729.50 from BIO NUTRASOURCE's U.S. Bank account with a number ending in 0180 and located in Springfield, Missouri, to a dietary supplement manufacturer in Jonesboro, Georgia.

COUNT	DATE	ITEM
32	On or about April 26, 2007	LOR wire transferred \$47,542.00 from a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180, and located in Springfield, Missouri, to a dietary supplement manufacturer in Fayetteville, Arkansas.

109. All in violation of Title 18, United States Code, Sections 1343 and 2.

**COUNT THIRTY-THREE
CONSPIRACY TO COMMIT MAIL FRAUD
18 U.S.C. § 1341 and § 371**

110. The factual allegations in paragraphs 1 through 37 of this indictment are incorporated herein by reference as if fully set forth herein.

The Conspiracy and Its Objects

111. Between April 6, 2004, and the date of this Indictment, said dates being approximate, at Springfield, Greene County, within the Western District of Missouri and elsewhere, **CHARLES C. THAO, MAI LOR, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC., and SHUA G. VANG,** defendants herein, knowingly and intentionally combined, conspired and agreed with each other and others, both known and unknown to the grand jury, to commit an offense against the United States, that is, having devised and intended to devise a scheme for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, that is, false representations and promises to consumers that Diabeticine, renamed Diamaxol, and also known as Glucorex; Digestrol, also known as Digesticine; Uricinex also known as Uricaid; Cholestasys Rx, later renamed Cholestasys; Hyperexol; and Prolipamy, each more fully described in paragraphs 16 through 25, had been formulated and tested by qualified medical professionals to

cure, mitigate, prevent, and treat diseases, and for the purpose of executing such scheme and artifice, to place in any post office or authorized depository for mail matter, unapproved new drugs and misbranded drugs to be sent or delivered by the Postal Service and commercial interstate carrier, all contrary to the provisions of Title 18, United States Code, Section 1341.

112. THAO, LOR, NUTRAPHA, BIO NUTRASOURCE, PHAM, TONG VANG, TECHMEDICA, and SHUA VANG caused mailings via the United States Postal Service to introduce into, receive and deliver in interstate commerce the dietary supplements that were labeled as drugs, each more fully described in paragraphs 16 through 25, none of which were the subjects of an approved NDA, ANDA, or IND application and none of which bore adequate directions for use.

Manner and Means

113. Paragraphs 42 through 62 and paragraphs 64 through 75 are hereby re-alleged and incorporated by reference as if set forth in full herein.

Overt Acts

114. In furtherance of the conspiracy and to effect the objects thereof, THAO, LOR, BIO NUTRASOURCE, PHAM, TONG VANG, TECHMEDICA, and SHUA VANG, and others known and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among others, in the Western District of Missouri and elsewhere:

115. On or about July 27, 2005, PHAM, TONG VANG, and TECHMEDICA having previously received Diabeticine from THAO and LOR (through Medycinex), and then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer located in Cassville, Missouri, via the United States Mail.

116. On or about December 22, 2005, PHAM, TONG VANG, and TECHMEDICA having previously received Hyperexol from THAO and LOR (through Medycinex), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer located in Aurora, Missouri, via the United States Mail.

117. On or about January 20, 2006, PHAM, TONG VANG, and TECHMEDICA having previously received Prolipamy from THAO and LOR (through Medycinex), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer located in Branson, Missouri, via the United States Mail.

118. On or about May 26, 2006, SHUA VANG d/b/a Naturocare having previously received Glucorex, Uricaid, and Digesticine from PHAM, TONG VANG, and TECHMEDICA, then caused these unapproved new drugs and misbranded drugs to be sent from Springfield, Missouri, to an undercover officer located in Mission, Kansas, via the United States Mail.

119. On or about September 7, 2006, PHAM, TONG VANG, and TECHMEDICA having previously received Diamaxol from THAO and LOR (through Medycinex), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer located in Nixa, Missouri, via the United States Mail.

120. On or about April 30, 2007, PHAM, TONG VANG, and TECHMEDICA having previously received Uricinex from THAO and LOR (through BIO NUTRASOURCE), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer located in Kansas City, Missouri, via the United States Mail.

121. All in violation of Title 18, United States Code, Section 371.

COUNT THIRTY-FOUR through THIRTY-NINE
MAIL FRAUD
18 U.S.C. § 1341 and 18 U.S.C. § 2
(Mail Fraud - mailing misbranded and unapproved new drugs)

122. Paragraphs 42 through 62 and paragraphs 64 through 75 are hereby re-alleged and incorporated by reference as if set forth in full herein.

123. On or about the dates set forth below in each individual count, at Springfield, Greene County, within the Western District of Missouri, and elsewhere, **CHARLES C. THAO, MAI LOR, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC.,** and **SHUA G. VANG**, defendants herein, having devised and intending to devise a scheme and artifice to defraud and obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, that is, false representations and promises to consumers that Diabeticine, renamed Diamaxol, and also known as Glucorex; Digestrol, also known as Digesticine; Uricinex also known as Uricaid; Cholestasys Rx, later renamed Cholestasys; Hyperexol; and Prolipamy, each more fully described in paragraphs 16 through 25, had been formulated and tested by qualified medical professionals to cure, mitigate, prevent, and treat diseases, and for the purpose of executing such scheme and artifice and attempting to do so, deposited and caused to be deposited with a commercial interstate carrier, packages, containing these unapproved new drugs and misbranded drugs, and knowingly caused to be delivered by such carrier according to the directions thereon. The following instances are listed below, each being a separate and additional Count of this Indictment:

COUNT	DATE	ITEM
34	On or about April 7, 2005	PHAM, TONG VANG, and TECHMEDICA having previously received Diabeticine from THAO and LOR (through Medycinex), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer in Bois D'Arc, Missouri, via the United States Mail.
35	On or about September 28, 2005	PHAM, TONG VANG, and TECHMEDICA having previously received Hyperexol from THAO and LOR (through Medycinex), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer in Reeds Spring, Missouri, via the United States Mail.
36	On or about November 25, 2005	PHAM, TONG VANG, and TECHMEDICA having previously received Digestrol from THAO and LOR (through Medycinex), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer in Springfield, Missouri, via the United States Mail.
37	On or about January 20, 2006	PHAM, TONG VANG, and TECHMEDICA having previously received Prolipamy from THAO and LOR (through Medycinex), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer in Branson, Missouri, via the United States Mail.
38	On or about May 4, 2006	PHAM, TONG VANG, and TECHMEDICA having previously received Cholestasys from THAO, LOR and SHUA VANG (through Medycinex), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to a customer in Liberty, Missouri, via the United States Mail.

COUNT	DATE	ITEM
39	On or about April 30, 2007	PHAM, TONG VANG, and TECHMEDICA having previously received Uricinex from LOR (through BIO NUTRASOURCE), then caused this unapproved new drug and misbranded drug to be sent from Grand Rapids, Michigan to an undercover officer in Kansas City, Missouri, via the United States Mail.

124. All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT FORTY
CONSPIRACY TO COMMIT MONEY LAUNDERING
18 U.S.C. § 1956(h)

125. The factual allegations in paragraphs 1 through 37 of this indictment are incorporated herein by reference as if fully set forth herein.

126. Between April 6, 2004, and the date of this Indictment, said dates being approximate, at Springfield, Greene County, within the Western District of Missouri and elsewhere, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC.,** and **SHUA G. VANG**, defendants herein, did knowingly and intentionally combine, conspire, confederate, and agree with others, both known and unknown to the Grand Jury, to knowingly and willfully conduct and attempt to conduct financial transactions affecting interstate commerce in a continuing scheme, that is, the transfer of funds, which involved the proceeds of a specified unlawful activity, that is, wire fraud, with the intent to promote the carrying on of specified unlawful activity, that is, wire fraud, and that while conducting and attempting to conduct such financial transactions knew that the property involved in the financial transactions,

that is, funds, represented the proceeds of some form of unlawful activity, all contrary to the provisions of Title 18, United States Code, Section 1956(a)(1)(A)(i).

Manner and Means

127. Paragraphs 42 through 62 and paragraphs 64 through 75 are hereby re-alleged and incorporated by reference as if set forth in full herein.

Overt Acts

128. In furtherance of the conspiracy and to achieve the objects thereof, the defendants and others known and unknown to the Grand Jury, committed and caused to be committed the following overt acts in the Western District of Missouri and elsewhere:

129. Between April 6, 2004, and the date of this Indictment, said dates being approximate, at Springfield, Greene County, within the Western District of Missouri and elsewhere, **CHARLES C. THAO, MAI LOR, NUTRAPHA RESEARCH LLC, BIO NUTRASOURCE LLC, TONY T. PHAM, TONG B. VANG, TECHMEDICA HEALTH, INC., and SHUA G. VANG**, entered into an agreement to commit the following offenses against the United States: having devised and intended to devise a scheme for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises transmitted and caused to be transmitted, by means of wire communication in interstate commerce, payments in the form of bank wire transfers: (1) between THAO and LOR (through Medycinex and BIO NUTRASOURCE) and dietary supplement manufacturers; (2) between PHAM (through TECHMEDICA) and THAO and LOR (through Medycinex, NUTRAPHA and BIO NUTRASOURCE); (3) credit card transactions between TECHMEDICA customers and PHAM (through TECHMEDICA); and (4) credit card transactions between NATUROCARE

customers and SHUA VANG, in violation of Title 18, United States Code, Section 1343, as alleged in Count 21 of this Indictment;

130. On or about June 15, 2005, THAO, and LOR, through Medycinex, wire transferred \$37,913.99 from a Medycinex Bank of America account with a number ending in 9774, to a dietary supplement manufacturer in Jonesboro, Georgia.

131. On or about September 14, 2005, THAO, and LOR, through Medycinex, wire transferred \$9,406.00 from a Medycinex Bank of America account with a number ending in 9774, to a dietary supplement manufacturer in Fayetteville, Arkansas.

132. On or about October 7, 2005, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$130,000.00 from a TECHMEDICA National City Bank account with a number ending in 8974, and located in Grand Rapids, Michigan, to a Medycinex Bank of America account with a number ending in 9774, controlled by THAO and LOR and located in Springfield, Missouri.

133. On or about December 22, 2005, a customer purchased one bottle of the unapproved new drug and misbranded drug Hyperexol from TECHMEDICA. The customer paid \$66.95 to TECHMEDICA with a Visa credit card.

134. On or about May 26, 2006, SHUA VANG d/b/a Naturocare, sold Glucorex, Uricaid, and Digesticine to an undercover officer, and accepted a \$370.80 payment for these unapproved new drugs and misbranded drugs via a credit card deposit into Naturocare's Bank of America account with a number ending in 0897 in Springfield, Missouri.

135. On or about October 3, 2006, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$150,200.00 from a TECHMEDICA National City Bank account with a number

ending in 3650, and located in Grand Rapids, Michigan, to a Medycinex Bank of America account with a number ending in 9774, controlled by THAO and LOR and located in Springfield, Missouri.

136. On or about October 16, 2006, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$50,000.00 from a TECHMEDICA National City Bank account with a number ending in 3650, and located in Grand Rapids, Michigan, to the Medycinex Bank of America account with a number ending in 9774 and located in Springfield, Missouri, which was then being used by NUTRAPHA.

137. On or about October 31, 2006, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$150,200.00 from a TECHMEDICA National City Bank account with a number ending in 3650, and located in Grand Rapids, Michigan, to the Medycinex Bank of America account with a number ending in 9774 and located in Springfield, Missouri, which was then being used by NUTRAPHA.

138. On or about February 27, 2007, THAO and LOR wire transferred \$36,907.20 from a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180 and located in Springfield, Missouri, to a dietary supplement manufacturer in Jonesboro, Georgia.

139. On or about March 9, 2007, LOR wire transferred \$85,445.46 from a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180, and located in Springfield, Missouri, to a dietary supplement manufacturer in Fayetteville, Arkansas.

140. On or about March 22, 2007, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$225,000.00 from a TECHMEDICA National City Bank account with a number ending in 8974, and located in Grand Rapids, Michigan, to a BIO NUTRASOURCE U.S. Bank

account with a number ending in 6770, controlled by THAO and LOR and located in Springfield, Missouri.

141. On or about March 23, 2007, an FDA undercover special agent ordered Diamaxol, Hyperexol, and Uricinex, all unapproved new drugs and misbranded drugs from TECHMEDICA. The undercover special agent used a Visa card to pay TECHMEDICA \$57.00 for the Uricinex.

142. On or about May 17, 2007, PHAM, TONG VANG, and TECHMEDICA, wire transferred \$241,900.00 from a TECHMEDICA National City Bank account with a number ending in 8974, and located in Grand Rapids, Michigan, to a BIO NUTRASOURCE U.S. Bank account with a number ending in 0180, controlled by THAO and LOR and located in Springfield, Missouri.

143. All in violation of Title 18, United States Code, Section 1956(h).

FORFEITURE ALLEGATION ONE
(In violation of Title 18 U.S.C. § 1343 - Wire Fraud)
(In violation of Title 18 U.S.C. § 1341 - Mail Fraud)

144. The allegations of Counts 21 through 39 of this indictment are alleged and by this reference fully incorporated herein for the purpose of alleging forfeitures to the United States of America of property, in which one or more of the defendants has an interest, pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

145. Upon conviction of one or more of the offenses alleged in Counts 21 through 39, the defendants, shall forfeit to the United States of America, any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses alleged in Counts 21 through 39, all pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States

Code, Section 2461(c). The property to be forfeited includes, but is not limited to, the following:

Money Judgement

146. A sum of money equal to \$17,421,059.27 in United States Currency, representing the amount of proceeds obtained as a result of the offenses charged in Counts 21 through 39, for which the defendants are jointly and severally liable.

Real Property

147. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 2484 S. Forrest Heights Ave., Springfield, Missouri, and more particularly described as:

All of Lot 242, Final Plat of Emerald Park Phase VIII, a subdivision in Greene County, Missouri, according to the recorded plat thereof. (Parcel ID: 88-12-35-300-119).

148. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 6204 S. Farm Road 223, Rogersville, Missouri, and more particularly described as:

Tract I: Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 28, Township 28, Range 20, thence North 90 degrees 00 minutes 00 seconds East along the North line of said Northeast quarter of the Southwest quarter, 547.65 feet; thence South 00 degrees 26 minutes 02 seconds East, 401.65 feet; thence North 90 degrees 00 minutes 00 seconds West, 547.65 feet to a point on the West line of said Northeast quarter of the Southwest quarter; thence North 00 degrees 26 minutes 02 seconds West along the West line of said Northeast quarter of the Southwest quarter, 401.65 feet to the point of beginning; all in Greene County, Missouri; subject to an easement for ingress and egress across the North 30 feet thereof; and together with and including an easement for ingress and egress as described in Deed Book 2018 Page 1384 and recorded in the Office of Recorder of Deeds in Springfield, Greene County, Missouri; subject to any other part taken or used for roads; and,

Tract II: Commencing at the Northwest corner of the Northeast quarter of the

Southwest quarter of Section 28, Township 28, Range 20; thence South 00 degrees 26 minutes 02 seconds East along the West line of said Northeast quarter of the Southwest quarter, 401.65 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds East and parallel with the North line of said Northeast quarter of the Southwest quarter, 547.65 feet; thence South 00 degrees 26 minutes 02 seconds East and parallel with the West line of said Northeast quarter of the Southwest quarter, 706.18 feet to a point on the South line of the North 34 acres of said Northeast quarter of the Southwest quarter; thence South 89 degrees 54 minutes 19 seconds West along the South line of said North 34 acres, 547.65 feet to the Southwest corner of the said North 34 acres; thence North 00 degrees 26 minutes 02 seconds West along the West line of said North 34 acres, 707.08 feet to the point of beginning, together with and including an easement for ingress and egress easement as described in Deed Book 2018 Page 1384 and recorded in the Office of the Recorder of Deeds in Springfield, Greene County, Missouri, said easement also to include all of the North 30 feet of the West 547.65 feet of the said Northeast quarter of the Southwest quarter and all of the East 30 feet of the North 553.91 feet of the West 567.65 feet of the said Northeast quarter of Southwest quarter, all being in Greene County, Missouri, subject to any other part taken or used for roads. (Parcel ID: 88-20-28-300-014).

149. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 7731 W. Highway 266, Springfield, Missouri, and more particularly described as:

The West half of the Southeast quarter of the Southeast quarter of Section 16, Township 29, Range 23 of the Greene County Records. Subject to that deed for roadways (Parcel ID: 88-14-16-400-029).

150. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at N. Farm Road 89, Springfield, Missouri, and more particularly described as:

All of the North one-half of the West three-fourths of the Southwest quarter of the Southwest quarter of Section 21, Township 29 North, Range 23 West in Greene County, Missouri, EXCEPT that part taken, deeded or used for road purposes. (Parcel ID: 88-14-21-300-015).

151. All of that lot or parcel of land, together with its buildings, appurtenances,

improvements, fixtures, attachments, and easements, located at Tracts 5-8 Preston Lane, Pleasant Hope, Missouri, and more particularly described as:

Tract I: A tract of land located in the Southeast quarter of the Southeast quarter of Section 31, Township 31, Range 21, and the Southwest quarter of the Southeast quarter of said Section 31, Greene County, Missouri: Commencing at the Southeast corner of said Section 31; Thence North 89 degrees 03 minutes 07 seconds West, 455.33 feet along the South line of said Section 31 to the point of beginning; Thence North 89 degrees 03 minutes 07 seconds West, 1722.34 feet; Thence North 64 degrees 22 minutes 34 seconds East, 943.61 feet to a point on the nontangent curve to the left having a chord bearing of South 40 degrees 56 minutes 49 seconds East, a central angle of 43 degrees 45 minutes 46 seconds, a radius of 40.00 feet and an arc length of 30.55 feet; Thence South 61 degrees 19 minutes 58 seconds East, 170.27 feet; Thence South 67 degrees 04 minutes 50 seconds East, 169.74 feet; Thence along a curve to the left having a radius of 300.00 feet, a central angle of 39 degrees 55 minutes 03 seconds and an arc length of 209.01 feet; Thence North 73 degrees 00 minutes 04 seconds East, 320.25 feet; Thence South 05 degrees 36 minutes 16 seconds East, 132.38 feet; Thence South 01 degrees 05 minutes 16 seconds East, 223.14 feet to the point of beginning. Subject to and has the right of ingress and egress to the 50 foot wide ingress and egress easements, #1 and #2 described below, Subject to any part thereof taken, deeded or used for road or highway purposes. (Parcel ID: 88-02-31-400-033).

Tract II: A tract of land located in the Southwest quarter of the Southeast quarter of Section 31, Township 31, Range 21, Greene County, Missouri: Commencing at the Southeast corner of said Section 31; Thence North 89 degrees 03 minutes 07 seconds West, 2177.67 feet along the South line of said Section 31 for the point of beginning; Thence continuing North 89 degrees 03 minutes 07 seconds West, 470.78 feet to the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 31; thence along the West line of the Southeast quarter of said Section 31 North 00 degrees 57 minutes 05 seconds East, 155.86 feet; Thence North 64 degrees 22 minutes 34 seconds East, 1335.17 feet; Thence South 19 degrees 03 minutes 56 seconds East, 352.29 feet; Thence South 64 degrees 22 minutes 34 seconds West, 943.61 feet to the point of beginning. Subject to all easements and restrictions of record. Said tract is subject to and has the right of ingress and egress to the 50 foot wide ingress and egress easements, #1 and #2 described below, subject to any part thereof taken, deeded or used for road or highway purposes. (Parcel ID: 88-02-31-400-034).

Tract III: A tract of land located in the Southwest quarter of the Southeast quarter of Section 31, Township 31, Range 21, Greene County, Missouri: Commencing at the Southeast corner of said Section 31; Thence North 89 degrees 03 minutes 07

seconds West, 2648.45 feet along the South line of said Section 31 to the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 31; Thence North 00 degrees 57 minutes 05 seconds East, 153.86 feet along the West line of the Southwest quarter of the Southeast quarter of said Section 31 for the point of beginning; Thence continuing North 00 degrees 57 minutes 05 seconds East, 390.53 feet; Thence North 64 degrees 22 minutes 34 seconds East, 1027.39 feet; Thence South 88 degrees 39 minutes 59 seconds East, 183.62 feet to a nontangent curve to the left having a chord bearing of South 16 degrees 34 minutes 49 seconds East, a central angle of 00 degrees 58 minutes 14 seconds, a radius of 135.00 feet and an arc length of 2.29 feet; Thence South 19 degrees 03 minutes 56 seconds East, 265.50 feet; Thence South 64 degrees 22 minutes 34 seconds West, 1335.17 feet to the point of beginning. Subject to all easements and restrictions of record. Said tract is subject to and has the right of ingress and egress to the 50 foot wide ingress and egress easements, #1 and #2 as described below, Subject to any part thereof taken, deeded or used for road or highway purposes. (Parcel ID: 88-02-31-400-035).

Tract IV: A tract of land located in the Southwest quarter of the Southeast quarter of Section 31, Township 31, Range 21, Greene County, Missouri: Commencing at the Southeast corner of said Section 31; Thence North 89 degrees 03 minutes 07 seconds West, 2648.45 feet along the South line of said Section 31 to the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 31; Thence North 00 degrees 57 minutes 05 seconds East, 546.39 feet along the West line of the Southwest quarter of the Southeast quarter of said Section 31 for the point of beginning; Thence continuing North 00 degrees 57 minutes 05 seconds East, 795.50 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 31; Thence South 88 degrees 39 minutes 59 seconds East, 1153.50 feet along said North line of the Southwest quarter of the Southeast quarter of said Section 31; Thence South 02 degrees 46 minutes 01 seconds West, 329.84 feet; Thence South 88 degrees 39 minutes 59 seconds East, 224.18 feet; Thence South 64 degrees 22 minutes 34 seconds West, 1027.39 feet to the point of beginning. Subject to all easements and restrictions of record. Said tract is subject to and has the right of ingress and egress to the 50 foot wide ingress and egress easements, #1 and #2 as described below. Subject to any part thereof taken, deeded or used for road or highway purposes. (Parcel ID: 88-02-31-400-036).

Ingress/Egress Easement #1: A 50 foot wide ingress and egress easement located in the East one-half of the Southeast quarter of the Southeast quarter of Section 31, Township 31, Range 21, and the West one-half of the Southwest quarter of the Southwest quarter of Section 32, Township 31, Range 21 in Greene County, Missouri, lying 25 feet on each side of the following described centerline; Commencing at the Southeast corner of Section 31; Thence North 00 degrees 04

minutes 34 seconds East, a distance of 223.83 feet along the East line of said Section 31; Thence North 89 degrees 09 minutes 08 seconds West 459.85 feet; Thence North 05 degrees 56 minutes 16 seconds West 132.38 feet to the point of beginning; Thence North 27 degrees 24 minutes 09 seconds East 374.55 feet; Thence North 12 degrees 43 minutes 23 seconds East 33.23 feet; thence North 07 degrees 05 minutes 41 seconds East 82.31 feet; Thence North 29 degrees 47 minutes 15 seconds East 72.36 feet; Thence North 40 degrees 38 minutes 31 seconds East 97.43 feet; Thence North 73 degrees 36 minutes 43 seconds East 92.89 feet; Thence South 81 degrees 50 minutes 04 seconds East 85.03 feet; thence South 48 degrees 15 minutes 04 seconds East 59.28 feet; thence South 28 degrees 23 minutes 08 seconds East 72.26 feet; thence South 19 degrees 30 minutes 17 seconds East 68.09 feet; Thence South 20 degrees 17 minutes 20 seconds East 89.14 feet; Thence South 27 degrees 27 minutes 17 seconds East 68.48 feet; Thence South 28 degrees 00 minutes 35 seconds East 53.57 feet; Thence South 13 degrees 31 minutes 52 seconds East 62.21 feet; Thence South 01 degrees 32 minutes 24 seconds West 95.49 feet; Thence South 04 degrees 56 minutes 42 seconds West 116.28 feet; Thence south 23 degrees 28 minutes 04 seconds East 14.11 feet; Thence South 05 degrees 34 minutes 55 seconds East 25.70 feet; Thence South 39 degrees 49 minutes 35 seconds East 58.69 feet; thence South 89 degrees 09 minutes 08 seconds East 43.30 feet; Thence North 27 degrees 46 minutes 10 seconds East 50.10 feet; Thence North 05 degrees 33 minutes 49 seconds West 55.90 feet; Thence North 28 degrees 34 minutes 23 seconds West 20.14 feet; Thence North 10 degrees 45 minutes 11 seconds West 52.75 feet; Thence North 43 degrees 21 minutes 50 seconds East 41.23 feet; Thence North 61 degrees 10 minutes 50 seconds East 32.04 feet to a point on a non-tangent curve to the left having a chord bearing of South 63 degrees 08 minutes 10 seconds East a radius of 56.79 feet and an arc length of 29.53 feet; thence on a curve to the right having a chord bearing of South 55 degrees 19 minutes 59 seconds East a radius of 119.00 feet and an arc length of 94.30 feet; thence South 32 degrees 37 minutes 54 seconds East 40.83 feet; thence on a curve to the left having a chord bearing of North 60 degrees 27 minutes 34 seconds West a radius of 76.27 feet and an arc length of 74.09 feet to the intersection with the West right-of-way line Missouri Highway "H" for the point of terminus.

Ingress/Egress Easement #2: A 50 foot wide ingress and egress easement located in the Southeast quarter of Section 31, Township 31, Range 21, Greene County, Missouri, lying 25 feet on each side of the following described centerline; Commencing at the Southeast corner of Section 31; thence North 00 degrees 04 minutes 34 seconds East a distance of 223.83 feet along the East line of said Section 31; Thence North 89 degrees 09 minutes 08 seconds West 459.85 feet; Thence North 05 degrees 56 minutes 16 seconds West 132.38 feet to the point of beginning; Thence South 73 degrees 00 minutes 04 seconds West 320.25 feet; Thence along a tangent curve to the right having a radius of 300.00 feet, a central

angle of 39 degrees 55 minutes 03 seconds and an arc length of 209.01 feet; Thence North 67 degrees 04 minutes 50 seconds West 169.47 feet; Thence North 61 degrees 19 minutes 58 seconds West 170.27 feet; Thence along a tangent curve to the right having a radius of 40.00 feet, a central angel of 43 degrees 45 minutes 47 seconds and an arch length of 30.55 feet; thence North 19 degrees 03 minutes 56 seconds West 617.79 feet; thence along a tangent curve to the right having a radius of 135.00 feet, a central angle of 23 degrees 23 minutes 38 seconds and an arc length of 55.12 feet; thence North 04 degrees 19 minutes 42 seconds East 232.60 feet; thence along a tangent curve to the left having a radius of 100.00 feet, a central angle of 38 degrees 36 minutes 59 seconds and an arc length of 67.40 feet; thence North 34 degrees 17 minutes 16 seconds West 5.66 feet; thence along a tangent curve to the left having a radius of 300.00 feet, a central angle of 28 degrees 13 minutes 11 seconds and an arc length of 147.76 feet; thence North 62 degrees 30 minutes 27 seconds West 674.81 feet for the point of terminus.

Conveyances

152. A 2007 Toyota RAV 4, with VIN: JTMBD35V675055312.
153. A 2006 Hummer H2, with VIN: 5GRGN23U86H118400.
154. A 1999 Mercedes Benz SLK230, with VIN: WDBKK47F9XF084877.

Bank Accounts

155. All United States currency funds or other monetary instruments credited to account number 0034 7979 4821 in the name of **CHARLES C. THAO** and **MAI LOR**, located at Bank of America in Springfield, Missouri.

156. All United States currency funds or other monetary instruments credited to account number 3540 0122 8443 in the name of **CHARLES C. THAO** and **MAI LOR**, located at Bank of America in Springfield, Missouri.

157. All United States currency funds or other monetary instruments credited to account number 1004 6747 in the name of **MAI LOR**, located at Signature Bank/Bancorp South in Springfield, Missouri.

158. All United States currency funds or other monetary instruments credited to account number 0034 8140 0378 in the name of **NUTRAPHA RESEARCH LLC**, located at Bank of America in Springfield, Missouri.

159. All United States currency funds or other monetary instruments credited to account number 1 523 0693 0180 in the name of **BIO NUTRASOURCE LLC** and **MAI LOR** located at U.S. Bank in Springfield, Missouri.

160. All United States currency funds or other monetary instruments credited to account number 1 523 0712 6770 in the name of **BIO NUTRASOURCE LLC** and **MAI LOR** located at U.S. Bank in Springfield, Missouri.

161. All United States currency funds or other monetary instruments credited to account number 2 523 0200 4830 in the name of **BIO NUTRASOURCE LLC** and **MAI LOR** located at U.S. Bank in Springfield, Missouri.

162. All United States currency funds or other monetary instruments credited to account number 2523 0300 2221 in the name of **BIO NUTRASOURCE LLC** and **MAI LOR**, located at U.S. Bank in Springfield, Missouri.

163. All United States currency funds or other monetary instruments credited to account number 9822 5 8974 in the name of **TECHMEDICA HEALTH, INC.**, located at National City Bank in Grand Rapids, Michigan.

164. All United States currency funds or other monetary instruments credited to account number 9822 6 3669 in the name of **TECHMEDICA HEALTH, INC.**, located at National City Bank in Grand Rapids, Michigan.

165. All United States currency funds or other monetary instruments credited to

account number 9835 4 5246 in the name of **TECHMEDICA HEALTH, INC.**, located at National City Bank in Grand Rapids, Michigan.

Substitute Assets

166. In the event that the property which is subject to forfeiture to the United States, as a result of an act or omission of the Defendant:

- a. Cannot be located upon exercise of due diligence;
- b. has been placed beyond the jurisdiction of the Court;
- c. has been transferred or sold to, or deposited with a third party;
- d. has been substantially diminished in value; or,
- e. has been commingled with other which cannot be divided 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 such property, pursuant to Title 21, United States Code, Section 853(p), made applicable to these offenses by Title 18, United States Code, Section 982(b).

FORFEITURE ALLEGATION TWO
(In violation of Title 18 U.S.C. § 1956(h) - Money Laundering)

167. The allegations contained in Count 40 of this Indictment are re-alleged and incorporated by reference for the purpose of alleging a forfeiture pursuant to the provisions of Title 18, United States Code, Section 982(a)(1).

168. Each defendant who is convicted of the offense set forth in Count Forty shall forfeit to the United States the following property:

- a. All right, title, and interest in any and all property involved in each offense

in violation of Title 18, United States Code, Section 1956, or conspiracy to commit such offense, for which the defendant is convicted, and all property traceable to such property, including the following:

- i. all money or other property that was the subject of each transaction, transportation, transmission or transfer in violation of Section 1956;
- ii. all commissions, fees and other property constituting proceeds obtained as a result of those violations; and,
- iii. all property used in any manner or part to commit or to facilitate the commission of those violations.

169. The property to be forfeited includes, but is not limited to, the following:

Money Judgement

170. A sum of money equal to \$17,421,059.27 in United States Currency, representing a sum of money equal to the total amount of money involved in the conspiracy to commit a violation of Title 18, United States Code, Section 1956(a)(1)(A)(i), for which a defendant is convicted. If more than one defendant is convicted of Count 40, the defendants so convicted are jointly and severally liable for the amount involved in such offense.

Real Property

171. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 2484 S. Forrest Heights Ave., Springfield, Missouri, and more particularly described as:

All of Lot 242, Final Plat of Emerald Park Phase VIII, a subdivision in Greene

County, Missouri, according to the recorded plat thereof. (Parcel ID: 88-12-35-300-119).

172. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 6204 S. Farm Road 223, Rogersville, Missouri, and more particularly described as:

Tract I: Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 28, Township 28, Range 20, thence North 90 degrees 00 minutes 00 seconds East along the North line of said Northeast quarter of the Southwest quarter, 547.65 feet; thence South 00 degrees 26 minutes 02 seconds East, 401.65 feet; thence North 90 degrees 00 minutes 00 seconds West, 547.65 feet to a point on the West line of said Northeast quarter of the Southwest quarter; thence North 00 degrees 26 minutes 02 seconds West along the West line of said Northeast quarter of the Southwest quarter, 401.65 feet to the point of beginning; all in Greene County, Missouri; subject to an easement for ingress and egress across the North 30 feet thereof; and together with and including an easement for ingress and egress as described in Deed Book 2018 Page 1384 and recorded in the Office of Recorder of Deeds in Springfield, Greene County, Missouri; subject to any other part taken or used for roads; and,

Tract II: Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 28, Township 28, Range 20; thence South 00 degrees 26 minutes 02 seconds East along the West line of said Northeast quarter of the Southwest quarter, 401.65 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds East and parallel with the North line of said Northeast quarter of the Southwest quarter, 547.65 feet; thence South 00 degrees 26 minutes 02 seconds East and parallel with the West line of said Northeast quarter of the Southwest quarter, 706.18 feet to a point on the South line of the North 34 acres of said Northeast quarter of the Southwest quarter; thence South 89 degrees 54 minutes 19 seconds West along the South line of said North 34 acres, 547.65 feet to the Southwest corner of the said North 34 acres; thence North 00 degrees 26 minutes 02 seconds West along the West line of said North 34 acres, 707.08 feet to the point of beginning, together with and including an easement for ingress and egress easement as described in Deed Book 2018 Page 1384 and recorded in the Office of the Recorder of Deeds in Springfield, Greene County, Missouri, said easement also to include all of the North 30 feet of the West 547.65 feet of the said Northeast quarter of the Southwest quarter and all of the East 30 feet of the North 553.91 feet of the West 567.65 feet of the said Northeast quarter of Southwest quarter, all being in Greene County, Missouri, subject to any other part taken or used for roads. (Parcel ID: 88-20-28-300-014).

173. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 7731 W. Highway 266, Springfield, Missouri, and more particularly described as:

The West half of the Southeast quarter of the Southeast quarter of Section 16, Township 29, Range 23 of the Greene County Records. Subject to that deed for roadways (Parcel ID: 88-14-16-400-029).

174. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at N. Farm Road 89, Springfield, Missouri, and more particularly described as:

All of the North one-half of the West three-fourths of the Southwest quarter of the Southwest quarter of Section 21, Township 29 North, Range 23 West in Greene County, Missouri, EXCEPT that part taken, deeded or used for road purposes. (Parcel ID: 88-14-21-300-015).

175. All of that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at Tracts 5-8 Preston Lane, Pleasant Hope, Missouri, and more particularly described as:

Tract I: A tract of land located in the Southeast quarter of the Southeast quarter of Section 31, Township 31, Range 21, and the Southwest quarter of the Southeast quarter of said Section 31, Greene County, Missouri: Commencing at the Southeast corner of said Section 31; Thence North 89 degrees 03 minutes 07 seconds West, 455.33 feet along the South line of said Section 31 to the point of beginning; Thence North 89 degrees 03 minutes 07 seconds West, 1722.34 feet; Thence North 64 degrees 22 minutes 34 seconds East, 943.61 feet to a point on the nontangent curve to the left having a chord bearing of South 40 degrees 56 minutes 49 seconds East, a central angle of 43 degrees 45 minutes 46 seconds, a radius of 40.00 feet and an arc length of 30.55 feet; Thence South 61 degrees 19 minutes 58 seconds East, 170.27 feet; Thence South 67 degrees 04 minutes 50 seconds East, 169.74 feet; Thence along a curve to the left having a radius of 300.00 feet, a central angle of 39 degrees 55 minutes 03 seconds and an arc length of 209.01 feet; Thence North 73 degrees 00 minutes 04 seconds East, 320.25 feet; Thence South 05 degrees 36 minutes 16 seconds East, 132.38 feet; Thence South 01 degrees 05 minutes 16 seconds East, 223.14 feet to the point of beginning.

Subject to and has the right of ingress and egress to the 50 foot wide ingress and egress easements, #1 and #2 described below, Subject to any part thereof taken, deeded or used for road or highway purposes. (Parcel ID: 88-02-31-400-033).

Tract II: A tract of land located in the Southwest quarter of the Southeast quarter of Section 31, Township 31, Range 21, Greene County, Missouri: Commencing at the Southeast corner of said Section 31; Thence North 89 degrees 03 minutes 07 seconds West, 2177.67 feet along the South line of said Section 31 for the point of beginning; Thence continuing North 89 degrees 03 minutes 07 seconds West, 470.78 feet to the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 31; thence along the West line of the Southeast quarter of said Section 31 North 00 degrees 57 minutes 05 seconds East, 155.86 feet; Thence North 64 degrees 22 minutes 34 seconds East, 1335.17 feet; Thence South 19 degrees 03 minutes 56 seconds East, 352.29 feet; Thence South 64 degrees 22 minutes 34 seconds West, 943.61 feet to the point of beginning. Subject to all easements and restrictions of record. Said tract is subject to and has the right of ingress and egress to the 50 foot wide ingress and egress easements, #1 and #2 described below, subject to any part thereof taken, deeded or used for road or highway purposes. (Parcel ID: 88-02-31-400-034).

Tract III: A tract of land located in the Southwest quarter of the Southeast quarter of Section 31, Township 31, Range 21, Greene County, Missouri: Commencing at the Southeast corner of said Section 31; Thence North 89 degrees 03 minutes 07 seconds West, 2648.45 feet along the South line of said Section 31 to the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 31; Thence North 00 degrees 57 minutes 05 seconds East, 153.86 feet along the West line of the Southwest quarter of the Southeast quarter of said Section 31 for the point of beginning; Thence continuing North 00 degrees 57 minutes 05 seconds East, 390.53 feet; Thence North 64 degrees 22 minutes 34 seconds East, 1027.39 feet; Thence South 88 degrees 39 minutes 59 seconds East, 183.62 feet to a nontangent curve to the left having a chord bearing of South 16 degrees 34 minutes 49 seconds East, a central angle of 00 degrees 58 minutes 14 seconds, a radius of 135.00 feet and an arc length of 2.29 feet; Thence South 19 degrees 03 minutes 56 seconds East, 265.50 feet; Thence South 64 degrees 22 minutes 34 seconds West, 1335.17 feet to the point of beginning. Subject to all easements and restrictions of record. Said tract is subject to and has the right of ingress and egress to the 50 foot wide ingress and egress easements, #1 and #2 as described below, Subject to any part thereof taken, deeded or used for road or highway purposes. (Parcel ID: 88-02-31-400-035).

Tract IV: A tract of land located in the Southwest quarter of the Southeast quarter of Section 31, Township 31, Range 21, Greene County, Missouri: Commencing at the Southeast corner of said Section 31; Thence North 89 degrees 03 minutes 07

seconds West, 2648.45 feet along the South line of said Section 31 to the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 31; Thence North 00 degrees 57 minutes 05 seconds East, 546.39 feet along the West line of the Southwest quarter of the Southeast quarter of said Section 31 for the point of beginning; Thence continuing North 00 degrees 57 minutes 05 seconds East, 795.50 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 31; Thence South 88 degrees 39 minutes 59 seconds East, 1153.50 feet along said North line of the Southwest quarter of the Southeast quarter of said Section 31; Thence South 02 degrees 46 minutes 01 seconds West, 329.84 feet; Thence South 88 degrees 39 minutes 59 seconds East, 224.18 feet; Thence South 64 degrees 22 minutes 34 seconds West, 1027.39 feet to the point of beginning. Subject to all easements and restrictions of record. Said tract is subject to and has the right of ingress and egress to the 50 foot wide ingress and egress easements, #1 and #2 as described below. Subject to any part thereof taken, deeded or used for road or highway purposes. (Parcel ID: 88-02-31-400-036).

Ingress/Egress Easement #1: A 50 foot wide ingress and egress easement located in the East one-half of the Southeast quarter of the Southeast quarter of Section 31, Township 31, Range 21, and the West one-half of the Southwest quarter of the Southwest quarter of Section 32, Township 31, Range 21 in Greene County, Missouri, lying 25 feet on each side of the following described centerline; Commencing at the Southeast corner of Section 31; Thence North 00 degrees 04 minutes 34 seconds East, a distance of 223.83 feet along the East line of said Section 31; Thence North 89 degrees 09 minutes 08 seconds West 459.85 feet; Thence North 05 degrees 56 minutes 16 seconds West 132.38 feet to the point of beginning; Thence North 27 degrees 24 minutes 09 seconds East 374.55 feet; Thence North 12 degrees 43 minutes 23 seconds East 33.23 feet; thence North 07 degrees 05 minutes 41 seconds East 82.31 feet; Thence North 29 degrees 47 minutes 15 seconds East 72.36 feet; Thence North 40 degrees 38 minutes 31 seconds East 97.43 feet; Thence North 73 degrees 36 minutes 43 seconds East 92.89 feet; Thence South 81 degrees 50 minutes 04 seconds East 85.03 feet; thence South 48 degrees 15 minutes 04 seconds East 59.28 feet; thence South 28 degrees 23 minutes 08 seconds East 72.26 feet; thence South 19 degrees 30 minutes 17 seconds East 68.09 feet; Thence South 20 degrees 17 minutes 20 seconds East 89.14 feet; Thence South 27 degrees 27 minutes 17 seconds East 68.48 feet; Thence South 28 degrees 00 minutes 35 seconds East 53.57 feet; Thence South 13 degrees 31 minutes 52 seconds East 62.21 feet; Thence South 01 degrees 32 minutes 24 seconds West 95.49 feet; Thence South 04 degrees 56 minutes 42 seconds West 116.28 feet; Thence south 23 degrees 28 minutes 04 seconds East 14.11 feet; Thence South 05 degrees 34 minutes 55 seconds East 25.70 feet; Thence South 39 degrees 49 minutes 35 seconds East 58.69 feet; thence South 89 degrees 09 minutes 08 seconds East 43.30 feet; Thence North 27

degrees 46 minutes 10 seconds East 50.10 feet; Thence North 05 degrees 33 minutes 49 seconds West 55.90 feet; Thence North 28 degrees 34 minutes 23 seconds West 20.14 feet; Thence North 10 degrees 45 minutes 11 seconds West 52.75 feet; Thence North 43 degrees 21 minutes 50 seconds East 41.23 feet; Thence North 61 degrees 10 minutes 50 seconds East 32.04 feet to a point on a non-tangent curve to the left having a chord bearing of South 63 degrees 08 minutes 10 seconds East a radius of 56.79 feet and an arc length of 29.53 feet; thence on a curve to the right having a chord bearing of South 55 degrees 19 minutes 59 seconds East a radius of 119.00 feet and an arc length of 94.30 feet; thence South 32 degrees 37 minutes 54 seconds East 40.83 feet; thence on a curve to the left having a chord bearing of North 60 degrees 27 minutes 34 seconds West a radius of 76.27 feet and an arc length of 74.09 feet to the intersection with the West right-of-way line Missouri Highway "H" for the point of terminus.

Ingress/Egress Easement #2: A 50 foot wide ingress and egress easement located in the Southeast quarter of Section 31, Township 31, Range 21, Greene County, Missouri, lying 25 feet on each side of the following described centerline; Commencing at the Southeast corner of Section 31; thence North 00 degrees 04 minutes 34 seconds East a distance of 223.83 feet along the East line of said Section 31; Thence North 89 degrees 09 minutes 08 seconds West 459.85 feet; Thence North 05 degrees 56 minutes 16 seconds West 132.38 feet to the point of beginning; Thence South 73 degrees 00 minutes 04 seconds West 320.25 feet; Thence along a tangent curve to the right having a radius of 300.00 feet, a central angle of 39 degrees 55 minutes 03 seconds and an arc length of 209.01 feet; Thence North 67 degrees 04 minutes 50 seconds West 169.47 feet; Thence North 61 degrees 19 minutes 58 seconds West 170.27 feet; Thence along a tangent curve to the right having a radius of 40.00 feet, a central angle of 43 degrees 45 minutes 47 seconds and an arc length of 30.55 feet; thence North 19 degrees 03 minutes 56 seconds West 617.79 feet; thence along a tangent curve to the right having a radius of 135.00 feet, a central angle of 23 degrees 23 minutes 38 seconds and an arc length of 55.12 feet; thence North 04 degrees 19 minutes 42 seconds East 232.60 feet; thence along a tangent curve to the left having a radius of 100.00 feet, a central angle of 38 degrees 36 minutes 59 seconds and an arc length of 67.40 feet; thence North 34 degrees 17 minutes 16 seconds West 5.66 feet; thence along a tangent curve to the left having a radius of 300.00 feet, a central angle of 28 degrees 13 minutes 11 seconds and an arc length of 147.76 feet; thence North 62 degrees 30 minutes 27 seconds West 674.81 feet for the point of terminus.

Conveyances

176. A 2007 Toyota RAV 4, with VIN: JTMBD35V675055312.
177. A 2006 Hummer H2, with VIN: 5GRGN23U86H118400.

178. A 1999 Mercedes Benz SLK230, with VIN: WDBKK47F9XF084877.

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189. All United States currency funds or other monetary instruments credited to account number 9835 4 5246 in the name of **TECHMEDICA HEALTH, INC.**, located at National City Bank in Grand Rapids, Michigan.

Substitute Assets

190. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), each defendant shall forfeit substitute property, up to the value of the amount described in this count, if, by any act or omission of the defendant, the property described herein, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred, sold to or deposited with a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty.

191. All in accordance with Title 18, United States Code, Section 982(a)(1), and Rule 32.2(a), Federal Rules of Criminal Procedure.

A TRUE BILL

FOREPERSON OF THE GRAND JURY

Michael S. Oliver #41832
Assistant United States Attorney

DATED: _____