

COUNT FOUR: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter

COUNT FIVE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT SIX: **THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]**
Chiniece Carter, Timothy carter

COUNT SEVEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter, Timothy carter

COUNT EIGHT: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter

COUNT NINE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT TEN: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter

COUNT ELEVEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT TWELVE: **THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]**
Chiniece Carter

COUNT THIRTEEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT FOURTEEN: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter, Timothy Carter

COUNT FIFTEEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT SIXTEEN: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter

COUNT SEVENTEEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT EIGHTEEN: **THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]**
Chiniece Carter, Timothy Carter

COUNT NINETEEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**

Chiniece Carter

COUNT TWENTY: **THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]**
Chiniece Carter

COUNT TWENTY-ONE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT TWENTY-TWO: **CRIMINAL ATTEMPT TO COMMIT THEFT**
§§ 18-4-401(1)(a), (2)(c);18-2-101 C.R.S. (F5)
[ATT 0801U]
Chiniece Carter

COUNT TWENTY-THREE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT TWENTY-FOUR: **THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]**
Chiniece Carter

COUNT TWENTY-FIVE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT TWENTY-SIX: **CRIMINAL ATTEMPT TO COMMIT THEFT**
§§ 18-4-401(1)(a), (2)(c);18-2-101 C.R.S. (F5)
[ATT 0801U]
Chiniece Carter

COUNT TWENTY-SEVEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT TWENTY-EIGHT: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter, Tameka Burleson

COUNT TWENTY-NINE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter, Tameka Burleson

COUNT THIRTY: **CRIMINAL IMPERSONATION § 18-5 113(1)(b),**
(II) C.R.S. (F6) [1011A]
Timothy Carter

COUNT THIRTY-ONE: **CRIMINAL ATTEMPT TO COMMIT THEFT**
§§ 18-4-401(1)(a), (2)(c);18-2-101 C.R.S. (F5)
[ATT 0801U]
Chiniece Carter

COUNT THIRTY-TWO: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

COUNT THIRTY-THREE: **CRIMINAL ATTEMPT TO COMMIT THEFT**
§§ 18-4-401(1)(a), (2)(c);18-2-101 C.R.S. (F5)
[ATT 0801U]
Chiniece Carter, Thalia Carter, Rashea Nash

COUNT THIRTY-FOUR: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter, Thalia Carter, Rashea Nash

feloniously, and knowingly conducted or participated, directly or indirectly, in the enterprise through a pattern of racketeering activity; in violation of § 18-17-104(3) and § 18-17-105, C.R.S.

The Enterprise

The enterprise alleged in this count was a group of individuals, associated in fact, although not a legal entity. The enterprise included, but was not limited to, the following: CHINIECE CARTER, TIMOTHY CARTER, TAMEKA BURLESON, THALIA CARTER, RASHEA NASH and other persons known or unknown, who were associated from time to time in racketeering activity that was related to the conduct of the enterprise.

The enterprise consists of the people identified above working in concert with each other and, from time to time, with other parties of known and unknown identity for the purpose of filing fraudulent claims against insurance companies to obtain settlement proceeds. The fraudulent claims included reimbursement claims for supposed medical expenses.

Through the course of the criminal conduct charged in this case, the fraudulent insurance claims were not all made in identical fashion, but had common elements. Those included claims made by the participants in the enterprise to insurance companies that some type of accident took place. Those accidents were either "slip and fall" accidents or motor vehicle accidents, resulting in injury to one or more individuals that resulted in medical treatment and expenses. In some instances, the accidents may have actually occurred, and in others, they were completely fabricated.

The participants, in support of the supposed medical expenses, often provided the insurance companies with what appeared to be documentation from medical treatment providers. In every claim in which such documentation was provided, the documentation was forged in some manner. In some instances, all of the documentation relating to a claim was false. In other instances, the dollar amounts were greatly inflated. In addition, the participants also made false statements to the insurance companies in support of their claims, and in in some instances impersonated other individuals. Based on the above, the insurance companies paid the participants for the supposed medical expenses.

In addition, there were instances in which the participants made attempts to fraudulently obtain settlement proceeds from insurance companies in the manner described above, but did not obtain the proceeds.

Pattern of Racketeering Activity

For purposes of this count, CHINIECE CARTER engaged in acts related to the conduct of the enterprise, including: the acts described in counts two through twenty-nine, and thirty-one through thirty-four.

COUNT SIX: **THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]**
Chiniece Carter, Timothy Carter

Between on or about April 26, 2010 and on or about July 20, 2010, in the State of Colorado, CHINIECE CARTER and TIMOTHY CARTER, unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Fireman's Fund Insurance, with the value of over twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Fireman's Fund Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT SEVEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter, Timothy Carter

Between on or about April 26, 2010 and on or about July 20, 2010, in the State of Colorado, CHINIECE CARTER and TIMOTHY CARTER, with the intent to defraud Fireman's Fund Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from LabCorp reflecting \$1,602.53 in expenses, a statement from CarePoint reflecting \$1,304.23 in expenses, a statement from North Suburban Medical Center reflecting \$3,826.34 in expenses, a statement from the Medical Center of Aurora reflecting \$4,078.75 in expenses, and a statement from the Medical Center of Aurora reflecting \$12,094.99 in expenses; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts SIX through SEVEN are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about April 26, 2010 and on or about July 20, 2010, Chiniece Carter and Timothy Carter made a claim to Fireman's Fund Insurance (claim number 00510736237). The claim included, in substance, the following: that on November 16, 2009 Timothy Carter and his son, E'samari Carter, slipped and fell in an icy parking lot located at 1135 Xenia Street, Denver, Colorado; that as a result he and E'samari Carter received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter and Timothy Carter provided Fireman's Fund Insurance with a document, supposedly from LabCorp, which appeared to be a statement reflecting \$1,602.53 in expenses. This document was not from LabCorp, and included false information.

In support of the claim, Chiniece Carter and Timothy Carter provided Fireman's Fund Insurance with a document, supposedly from CarePoint, which appeared to be a statement reflecting \$1,304.23 in expenses. This document was not from CarePoint, and included false

another vehicle; that her son, E'samari, was in the vehicle with her at the time of the incident; that as a result she and E'samari received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Progressive Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting \$6,010.20 in expenses for Chiniece Wright's treatment, and a statement reflecting \$4,048.10 in expenses for E'samari Carter's treatment. These documents were not from the North Suburban Medical Center, and included false information.

Based on the claim and supporting documentation, Progressive Insurance issued checks to Chiniece Carter totaling \$1,210.20. After Progressive conducted further investigation of the claim, Chiniece Carter withdrew her claim, and Progressive issued a stop payment for the checks. However, Chiniece Carter cashed the aforementioned checks at JJ Check Cashing in Federal Heights, Colorado, and JJ Check Cashing thus sustained the loss of the \$1,210.20.

COUNT TWELVE: THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]
Chiniece Carter

Between on or about February 19, 2011 and on or about March 22, 2011, in the State of Colorado, CHINIECE CARTER, unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Farmers Insurance, with the value of over twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Farmers Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT THIRTEEN: FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]
Chiniece Carter

Between on or about February 19, 2011 and on or about March 22, 2011, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Farmers Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from North Suburban Medical Center reflecting \$8,864.27 in expenses for E'samari Carter's treatment, a statement from North Suburban Medical Center reflecting \$8,864.27 in expenses for Timunique Carter's treatment, a statement from North Suburban Medical Center reflecting \$9,911.15 in expenses for Chiniece Wright's treatment, and a statement from North Suburban Medical Center reflecting \$9,141.03 in expenses for Timothy Carter's treatment; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts TWELVE through THIRTEEN are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about February 19, 2011 and on or about March 22, 2011, Chiniece Carter made a claim to Farmers Insurance (claim number 1018004869). The claim included, in substance, the following: that on February 19, 2011 Chiniece Carter was in a motor vehicle accident at the intersection of 38th Avenue and Chambers Road in Aurora, Colorado; that Timothy Carter and her children, E'samari and Timunique, were in the vehicle with her at the time of the accident; that as a result she, Timothy Carter, E'samari, and Timunique received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Farmers Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting \$8,864.27 in expenses for E'samari Carter's treatment, a statement reflecting \$8,864.27 in expenses for Timunique Carter's treatment, a statement reflecting \$9,911.15 in expenses for Chiniece Wright's treatment, and a statement reflecting \$9,141.03 in expenses for Timothy Carter's treatment. These documents were not from the North Suburban Medical Center, and included false information.

Based on the claim and supporting documentation, Farmers Insurance paid \$20,000.00.

COUNT FOURTEEN: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter, Timothy Carter

Between on or about February 19, 2011 and on or about July 26, 2011, in the State of Colorado, CHINIECE CARTER and TIMOTHY CARTER, unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Allstate Insurance, with the value of over one thousand dollars, without authorization, or by threat or deception, and intended to deprive Allstate Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(c) and § 10-1-129 C.R.S.

COUNT FIFTEEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

Between on or about February 19, 2011 and on or about July 26, 2011, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Allstate Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from North Suburban Medical Center reflecting \$8,864.27 in expenses for E'samari Carter's treatment, a statement from North Suburban Medical Center reflecting \$8,864.27 in expenses for Timunique Carter's treatment, a statement from North Suburban Medical Center reflecting \$9,911.15 in expenses for Chiniece Wright's treatment, and a statement from North Suburban Medical Center reflecting \$9,141.03 in expenses for Timothy Carter's treatment; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts FOURTEEN through FIFTEEN are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about February 19, 2011 and on or about July 26, 2011, Chiniece Carter made a claim to Allstate Insurance (claim number 0192739944). The claim included, in substance, the following: that on February 19, 2011 Chiniece Carter was in a motor vehicle accident at the intersection of 38th Avenue and Chambers Road in Aurora, Colorado; that Timothy Carter and her children, E'samari and Timunique, were in the vehicle with her at the time of the accident; that as a result she, Timothy Carter, E'samari, and Timunique received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Allstate Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting \$8,864.27 in expenses for E'samari Carter's treatment, a statement reflecting \$8,864.27 in expenses for Timunique Carter's treatment, a statement reflecting \$9,911.15 in expenses for Chiniece Wright's treatment, and a statement reflecting \$9,141.03 in expenses for Timothy Carter's treatment. These documents were not from the North Suburban Medical Center, and included false information.

Based on the claim and supporting documentation, Allstate Insurance paid \$17,780.72. That payment was made via checks made payable to both Chiniece Carter and Timothy Carter, and both of them cashed checks.

COUNT SIXTEEN: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter

Between on or about May 18, 2011 and on or about June 1, 2011, in the State of Colorado, CHINIECE CARTER, unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Farmers Insurance, with the value of over one thousand dollars, without authorization, or by threat or deception, and intended to deprive Farmers Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(c) and § 10-1-129 C.R.S.

COUNT SEVENTEEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

Between on or about May 18, 2011 and on or about June 1, 2011, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Farmers Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from North Suburban Medical Center reflecting \$5,053.00 in expenses for Timunique Carter's treatment, and a statement from HealthPort (invoice number 008915624) reflecting expenses for Timunique

Carter's treatment; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts SIXTEEN through SEVENTEEN are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about May 18, 2011 and on or about June 1, 2011, Chiniece Carter made a claim to Farmers Insurance (claim number 1018706651). The claim included, in substance, the following: that on May 18, 2011 Chiniece Carter was in a motor vehicle accident at approximately the intersection of 34th and Dexter in Denver, Colorado; that her son Timunique was in the vehicle with her at the time of the accident; that as a result Timunique received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Farmers Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting \$5,053.00 in expenses for Timunique Carter's treatment. These documents were not from the North Suburban Medical Center, and included false information.

In support of the claim, Chiniece Carter also provided Farmers Insurance with documents, supposedly from HealthPort (invoice number 008915624) reflecting expenses for Timunique Carter's treatment. These documents were not from HealthPort, and included false information.

Based on the claim and supporting documentation, Farmers Insurance paid \$5,000.00.

COUNT EIGHTEEN: THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]
Chiniece Carter, Timothy Carter

Between on or about August 17, 2011 and on or about September 9, 2011, in the State of Colorado, CHINIECE CARTER and TIMOTHY CARTER, unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Progressive Insurance, with the value of over twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Progressive Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT NINETEEN: FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]
Chiniece Carter

Between on or about August 17, 2011 and on or about September 9, 2011, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Progressive Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from North Suburban Medical Center reflecting \$4,864.26 in expenses for Timothy Carter's treatment, a

statement from North Suburban Medical Center reflecting \$4,864.26 in expenses for Chiniece Carter's treatment, a statement from North Suburban Medical Center reflecting \$4,986.30 in expenses for Neahjah Carter's treatment, a statement from North Suburban Medical Center reflecting \$4,986.30 in expenses for Esamari Carter's treatment, a statement from North Suburban Medical Center reflecting \$4,986.30 in expenses for Jason Carter's treatment, a statement from North Suburban Medical Center reflecting \$4,986.30 in expenses for Timunique Carter's treatment and statement from HealthPort reflecting \$2,602.05 in expenses for Chiniece Carter's treatment ; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts EIGHTEEN through NINETEEN are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about August 17, 2011 and on or about September 9, 2011, Chiniece Carter made a claim to Progressive Insurance (claim number 111737671). The claim included, in substance, the following: that on August 23, 2011 Chiniece Carter was in a motor vehicle accident at approximately the intersection of Mississippi Boulevard and Peoria Street in Aurora, Colorado; that the driver of the other vehicle was Novon Greenwood; that Timothy Carter and her children, E'samari Carter, Timunique Carter, Neahjah Carter, and Jason Carter, were in the vehicle with her at the time of the accident; that as a result she, Timothy Carter, and her children E'samari Carter, Timunique Carter, Neahjah Carter, and Jason Carter received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Progressive Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting \$4,864.26 in expenses for Timothy Carter's treatment, a statement reflecting \$4,864.26 in expenses for Chiniece Carter's treatment, a statement reflecting \$4,986.30 in expenses for Neahjah Carter's treatment, a statement reflecting \$4,986.30 in expenses for Esamari Carter's treatment, a statement reflecting \$4,986.30 in expenses for Jason Carter's treatment, and a statement reflecting \$4,986.30 in expenses for Timunique Carter's treatment. These documents were not from the North Suburban Medical Center, and included false information.

In support of the claim, Chiniece Carter also provided Progressive Insurance with a document, supposedly from HealthPort, which appeared to be a statement reflecting \$2,602.05 in expenses for Chiniece Carter's treatment. This document was not from the HealthPort, and included false information.

Based on the claim and supporting documentation, Progressive Insurance paid \$33,775.77. Both Chiniece Carter and Timothy Carter cashed checks issued by Progressive Insurance for this claim.

In addition, in communications with Progressive Insurance Timothy Carter impersonated Novon Greenwood (the other party in the supposed accident), and Chiniece Carter impersonated Novon Greenwood's supposed significant other / spouse. In a claim made to Progressive Insurance (claim number 111737671) based upon the same supposed accident, Timothy Carter,

while impersonating Novon Greenwood, claimed in substance the following: that Novon Greenwood, Ashawnte Winfield, Alasia Greenwood, and Thomas Greenwood were in the vehicle at the time of the accident; that as a result Novon Greenwood, Ashawnte Winfield, Alasia Greenwood, and Thomas Greenwood received medical treatment; and that medical expenses were incurred.

In support of the Greenwood end of the claim, Progressive Insurance was provided with documents, supposedly from the Medical Center of Aurora and HealtPort, which appeared to be statements reflecting expenses for Greenwoods' treatment. These documents were not from the Medical Center of Aurora or HealthPort, and included false information.

Progressive Insurance did not make a payment for the Greenwood end of the claim.

COUNT TWENTY: **THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]**
Chiniece Carter

Between on or about October 27, 2011 and on or about November 15, 2011, in the State of Colorado, CHINIECE CARTER, unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Farmers Insurance, with the value of over twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Farmers Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT TWENTY-ONE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

Between on or about October 27, 2011 and on or about November 15, 2011, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Farmers Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from North Suburban Medical Center reflecting \$4,141.03 in expenses for Chiniece Carter's treatment, a statement from North Suburban Medical Center reflecting \$4,925.01 in expenses for Neahjah Carter's treatment, a statement from North Suburban Medical Center reflecting \$4,925.01 in expenses for Jason Carter's treatment, a statement from North Suburban Medical Center reflecting \$4,925.01 in expenses for Esamari Carter's treatment, a statement from North Suburban Medical Center reflecting \$4,925.01 in expenses for Timunique Carter's treatment, a statement from HealthPort (invoice number 008539021) reflecting expenses for Chiniece Carter's treatment, a statement from HealthPort (invoice number 000514776) reflecting expenses for Neahjah Carter's treatment, a statement from HealthPort (invoice number 0177295380) reflecting expenses for Jason Carter's treatment, a statement from HealthPort (invoice number 096344196) reflecting expenses for Esamari Carter's treatment, and a statement from HealthPort (invoice number 009523918) reflecting expenses for Timunique Carter's treatment; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts TWENTY through TWENTY-ONE are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about October 27, 2011 and on or about November 15, 2011, Chiniece Carter made a claim to Farmers Insurance (claim number 1020000007). The claim included, in substance, the following: that on October 27, 2011 Chiniece Carter was in a motor vehicle accident at 19904 Elk Place, Denver, Colorado; that her children, E'samari Carter, Jason Carter, Neahjah Carter, and Timunique Carter, were in the vehicle with her at the time of the accident; that as a result she, E'samari Carter, Jason Carter, Neahjah Carter, and Timunique Carter received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Farmers Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting \$4,141.03 in expenses for Chiniece Carter's treatment, a statement reflecting \$4,925.01 in expenses for Neahjah Carter's treatment, a statement reflecting \$4,925.01 in expenses for Jason Carter's treatment, a statement reflecting \$4,925.01 in expenses for Esamari Carter's treatment, and a statement reflecting \$4,925.01 in expenses for Timunique Carter's treatment. These documents were not from the North Suburban Medical Center, and included false information.

In support of the claim, Chiniece Carter also provided Farmers Insurance with documents, supposedly from HealthPort (invoice number 008539021), which appeared to be reflecting expenses for Chiniece Carter's treatment, a statement from HealthPort (invoice number 000514776) reflecting expenses for Neahjah Carter's treatment, a statement from HealthPort (invoice number 0177295380) reflecting expenses for Jason Carter's treatment, a statement from HealthPort (invoice number 096344196) reflecting expenses for Esamari Carter's treatment, and a statement from HealthPort (invoice number 009523918) reflecting expenses for Timunique Carter's treatment. These documents were not from the HealthPort, and included false information.

Based on the claim and supporting documentation, Farmers Insurance paid \$25,000.00.

COUNT TWENTY-TWO: **CRIMINAL ATTEMPT TO COMMIT THEFT**
 §§ 18-4-401(1)(a), (2)(c);18-2-101 C.R.S. (F5)
 [ATT 0801U]
 Chiniece Carter

Between on or about December 10, 2011 and on or about December 23, 2011, in the State of Colorado, CHINIECE CARTER, by engaging in conduct constituting a substantial step toward the commission of Theft, unlawfully, feloniously, and knowingly attempted to obtain or exercise control over a thing of value, namely: money, of Farmers Insurance, with the value of one thousand dollars or more but less than twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Farmers Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT TWENTY-THREE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

Between on or about December 10, 2011 and on or about December 23, 2011, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Farmers Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from North Suburban Medical Center reflecting \$4,141.03 in expenses for Chiniece Carter's treatment, a statement from North Suburban Medical Center reflecting Timunique Carter's treatment by Frank Lansville, a statement from North Suburban Medical Center reflecting Jason Carter's treatment by Frank Lansville, a statement from North Suburban Medical Center reflecting E'samari Carter's treatment by Frank Lansville, a statement from HealthPort (invoice number 0089522416) reflecting expenses for Jason Carter's treatment, a statement from HealthPort (invoice number 097214190) reflecting expenses for Esamari Carter's treatment, a statement from HealthPort (invoice number 008437991) reflecting expenses for Timunique Carter's treatment; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts TWENTY-TWO through TWENTY-THREE are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about December 10, 2011 and on or about December 23, 2011, Chiniece Carter made a claim to Farmers Insurance (claim number 102031581812). The claim included, in substance, the following: that on December 12, 2011 Chiniece Carter was in a motor vehicle accident at approximately Highway 85 and 104th Avenue, Adams County, Colorado; that her children, E'samari, Jason, and Timunique, were in the vehicle with her at the time of the accident; that as a result she, E'samari, Jason, and Timunique received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Farmers Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting \$4,141.03 in expenses for Chiniece Carter's treatment, a statement reflecting Timunique Carter's treatment by Frank Lansville, a statement reflecting Jason Carter's treatment by Frank Lansville, and a statement reflecting E'samari Carter's treatment by Frank Lansville. These documents

were not from North Suburban Medical Center, and included false information. At least some of these documents were provided by Chiniece Carter to Matthew Williams, of Farmers Insurance, in person.

In support of the claim, Chiniece Carter provided Farmers Insurance with documents, supposedly from HealthPort, which appeared to be a statement from HealthPort (invoice number 0089522416) reflecting expenses for Jason Carter's treatment, a statement from HealthPort (invoice number 097214190) reflecting expenses for Esamari Carter's treatment, and a statement from HealthPort (invoice number 008437991) reflecting expenses for Timunique Carter's treatment. These documents were not from HealthPort, and included false information. At least some of these documents were provided by Chiniece Carter to Matthew Williams, of Farmers Insurance, in person.

Chiniece Carter ultimately withdrew her claim, and Farmers Insurance did not make a payment for this claim.

COUNT TWENTY-FOUR: THEFT § 18-4-401(1), (2)(d) C.R.S. (F-3) [0801V]
Chiniece Carter

Between on or about March 20, 2012 and on or about May 15, 2012, in the State of Colorado, CHINIECE CARTER, unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Fireman's Fund Insurance, with the value of over twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Fireman's Fund Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT TWENTY-FIVE: FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]
Chiniece Carter

Between on or about March 20, 2012 and on or about May 15, 2012, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Fireman's Fund Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from North Suburban Medical Center reflecting \$1,031.27 in expenses for Neahjah Wright's treatment, a statement from North Suburban Medical Center reflecting \$8,994.07 in expenses for Neahjah Wright's treatment, a statement from North Suburban Medical Center reflecting \$2,057.69 in expenses for Timunique Wright's treatment, a statement from North Suburban Medical Center reflecting \$8,994.07 in expenses for Timunique Wright's treatment; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts TWENTY-FOUR through TWENTY-FIVE are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about March 20, 2012 and on or about May 15, 2012, Chiniece Carter made a claim to Fireman's Fund Insurance (claim number 00512947878). The claim included, in substance, the following: that on or about February 4, 2012 Chiniece Carter's nine year old daughter was carrying Chiniece Carter's one year old daughter when they slipped and fell on ice at the Arapahoe Green apartment complex located at 1135 South Xenia Street, Denver, Colorado; that as a result Neahjah Carter and Timunique Carter received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Fireman's Fund Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting \$1,031.27 in expenses for Neahjah Wright's treatment, a statement reflecting \$8,994.07 in expenses for Neahjah Wright's treatment, a statement reflecting \$2,057.69 in expenses for Timunique Wright's treatment, and a statement reflecting \$8,994.07 in expenses for Timunique Wright's treatment. These documents were not from the North Suburban Medical Center, and included false information.

Based on the claim and supporting documentation, Fireman's Fund Insurance paid \$20,000.00.

COUNT TWENTY-SIX: **CRIMINAL ATTEMPT TO COMMIT THEFT**
 §§ 18-4-401(1)(a), (2)(c);18-2-101 C.R.S. (F5)
 [ATT 0801U]
 Chiniece Carter

Between on or about March 23, 2012 and on or about May 4, 2012, in the State of Colorado, CHINIECE CARTER, by engaging in conduct constituting a substantial step toward the commission of Theft, unlawfully, feloniously, and knowingly attempted to obtain or exercise control over a thing of value, namely: money, of Farmers Insurance, with the value of one thousand dollars or more but less than twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Farmers Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT TWENTY-SEVEN: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
 Chiniece Carter

Between on or about March 23, 2012 and on or about May 4, 2012, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Farmers Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from North Suburban Medical Center reflecting expenses for Esamari Carter's treatment from March 23, 2012 to March 26, 2012, a statement from North Suburban Medical Center reflecting expenses for Timunique Carter's treatment from March 23, 2012 to March 26, 2012, a statement from North Suburban Medical Center reflecting expenses for Chiniece Carter's treatment from March

23, 2012 to March 26, 2012; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts TWENTY-SIX through TWENTY-SEVEN are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about March 23, 2012 and on or about May 4, 2012, Chiniece Carter made a claim to Farmers Insurance (claim number 1020989154). The claim included, in substance, the following: that on March 23, 2012 Chiniece Carter was in a motor vehicle accident; that her children, Timunique and Esamari, were in the vehicle with her at the time of the accident; that as a result she, Timunique and Esamari received medical treatment at North Suburban Medical Center; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Farmers Insurance with documents, supposedly from North Suburban Medical Center, which appeared to be a statement reflecting expenses for Esamari Carter's treatment from March 23, 2012 to March 26, 2012, a statement reflecting expenses for Timunique Carter's treatment from March 23, 2012 to March 26, 2012, and a statement reflecting expenses for Chiniece Carter's treatment from March 23, 2012 to March 26, 2012. These documents were not from the North Suburban Medical Center, and included false information.

Based on the claim and supporting documentation, Farmers Insurance issued checks to Chiniece Carter totaling \$14,094.82. Chiniece Carter ultimately withdrew her claim, and Farmers Insurance issued stop payment requests for the checks related to this claim.

COUNT TWENTY-EIGHT: **THEFT § 18-4-401(1),(2)(c) C.R.S. (F-4) [0801U]**
Chiniece Carter, Tameka Burleson

Between on or about May 23, 2012 and on or about July 11, 2012, in the State of Colorado, CHINIECE CARTER and TAMEKA BURLESON, unlawfully, feloniously, and knowingly obtained or exercised control over a thing of value, namely: money, of Permanent General Insurance, with the value of one thousand dollars or more but less than twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Permanent General Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(c) and § 10-1-129 C.R.S.

COUNT TWENTY-NINE: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter, Tameka Burleson

Between on or about May 23, 2012 and on or about July 11, 2012, in the State of Colorado, CHINIECE CARTER and TAMEKA BURLESON, with the intent to defraud Permanent General Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status,

namely: a statement from the University of Colorado Hospital reflecting expenses for Tameka Burleson's treatment on May 21, 2012, a statement from the University of Colorado Hospital reflecting expenses for Ky'Arya Burleson's treatment on May 21, 2012, a statement from the University of Colorado Hospital (statement number 008460922) reflecting expenses for Taniya Wilkerson's treatment on May 21, 2012, a statement from the University of Colorado Hospital (statement number 002685478) reflecting expenses for Taniya Wilkerson's treatment on May 21, 2012, a statement from the University of Colorado Hospital (statement number 001983375) reflecting expenses for Toni Wilkerson's treatment on May 21, 2012, a statement from the University of Colorado Hospital (statement number 008958744) reflecting expenses for Toni Wilkerson's treatment on May 21, 2012, a statement from the University of Colorado Hospital reflecting \$1,500.00 in expenses for Toni Wilkerson's (patient account number 9496460-192) treatment on May 21, 2012, and a statement from the University of Colorado Hospital reflecting \$1,500.00 in expenses for Taniya Wilkerson's (patient account number 949850-193) treatment on May 21, 2012; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts TWENTY-EIGHT through TWENTY-NINE are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about May 23, 2012 and on or about July 11, 2012, Tameka Burleson made a claim to Permanent General Insurance (claim number PA0000641998). The claim included, in substance, the following: that on May 21, 2012 Tameka Burleson was in a motor vehicle accident at approximately Moline Street and 25th Avenue, Aurora, Colorado; that her daughter Ky'Arya, as well as her friend's children, Taniya Wilkerson and Toni Wilkerson, were in the vehicle with her at the time of the accident; that as a result she and Ky'Arya received medical treatment; and that medical expenses were incurred.

In addition, Chiniece Carter, while impersonating Faith Cherese Wilkerson, called Permanent General Insurance about the same claim. She told Permanent General Insurance, in substance, the following: that her daughters received medical treatment due to the accident; and that medical expenses were incurred.

In support of the claim, Chiniece Carter and Tameka Burleson provided Permanent General Insurance with documents, supposedly from the University of Colorado Hospital, which appeared to be a statement reflecting expenses for Tameka Burleson's treatment on May 21, 2012, a statement reflecting expenses for Ky'Arya Burleson's treatment on May 21, 2012, a statement (statement number 008460922) reflecting expenses for Taniya Wilkerson's treatment on May 21, 2012, a statement (statement number 002685478) reflecting expenses for Taniya Wilkerson's treatment on May 21, 2012, a statement (statement number 001983375) reflecting expenses for Toni Wilkerson's treatment on May 21, 2012, a statement (statement number 008958744) reflecting expenses for Toni Wilkerson's treatment on May 21, 2012, a statement reflecting \$1,500.00 in expenses for Toni Wilkerson's (patient account number 9496460-192) treatment on May 21, 2012, and a statement reflecting \$1,500.00 in expenses for Taniya Wilkerson's (patient account number 949850-193) treatment on May 21, 2012. These documents were not from the University of Colorado Hospital, and included false information.

Video surveillance from FedEx Kinkos located at 1171 West 120th Avenue, Westminster, Colorado shows Chiniece Carter faxing at least some of the aforementioned forged documents pertaining to this claim.

Based on the claim and supporting documentation, Permanent General Insurance paid \$13,515.83.

COUNT THIRTY: **CRIMINAL IMPERSONATION § 18-5 113(1)(b), (II)**
 C.R.S. (F6) [1011A]
 Timothy Carter

Between on or about July 15, 2012 and on or about July 16, 2012, in the State of Colorado, TIMOTHY CARTER, unlawfully, feloniously, and knowingly assumed a false or fictitious identity or capacity, namely: Dennis Hase, and in such identity or capacity did an act with intent to unlawfully gain a benefit for himself or another or to injure or defraud another; in violation of section 18-5-113(1)(b),(II) and § 10-1-129 C.R.S.

The facts supporting count THIRTY are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about July 15, 2012 and on or about July 16, 2012, Timothy Carter, while impersonating Dennis Hase, made a claim to Sentry Insurance (claim number 92A364091). The claim included, in substance, the following: that on July 15, 2012 Dennis Hase was in a motor vehicle accident at approximately the intersection of Green Valley Ranch Road and Tower Road in Denver, Colorado; that his four grandchildren were in the vehicle with him at the time of the accident; and that as a result his four grandchildren received medical treatment.

The real Dennis Hase was not involved in a motor vehicle accident on or about July 15, 2012, and has a son named Novon Greenwood.

Sentry Insurance did not make a payment for the claim.

COUNT THIRTY-ONE: **CRIMINAL ATTEMPT TO COMMIT THEFT**
 §§ 18-4-401(1)(a), (2)(c);18-2-101 C.R.S. (F5)
 [ATT 0801U]
 Chiniece Carter

Between on or about July 22, 2012 and on or about August 8, 2012, in the State of Colorado, CHINIECE CARTER, by engaging in conduct constituting a substantial step toward the commission of Theft, unlawfully, feloniously, and knowingly attempted to obtain or exercise control over a thing of value, namely: money, of Mendota Insurance, with the value of one thousand dollars or more but less than twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Mendota Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT THIRTY-TWO: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
Chiniece Carter

Between on or about July 22, 2012 and on or about August 8, 2012, in the State of Colorado, CHINIECE CARTER, with the intent to defraud Mendota Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from Children's Hospital in Aurora reflecting expenses for Shannon Wilson's treatment, a statement from Children's Hospital in Aurora reflecting expenses for Anthony Wilson's treatment, a statement from Children's Hospital in Aurora reflecting expenses for Shaniya Wilson's treatment, and a statement from Children's Hospital in Aurora reflecting expenses for Shantia Wilson's treatment; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts THIRTY-ONE through THIRTY-TWO are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about July 22, 2012 and on or about August 8, 2012, Chiniece Carter, while impersonating Roslyn Wilson, made a claim to Mendota Insurance (claim number MOL7326). The claim included, in substance, the following: that on July 22, 2012 Roslyn Wilson was in a motor vehicle accident at approximately the intersection of 225 and Iliff in Aurora, Colorado; that her four children, Shannon, Shaniya, Shantia, and Anthony, were in the vehicle with her at the time of the accident; that as a result her four children received medical treatment; and that medical expenses were incurred.

In support of the claim, Chiniece Carter provided Mendota Insurance with documents, supposedly from Children's Hospital in Aurora, which appeared to be a statement reflecting expenses for Shannon Wilson's treatment, a statement reflecting expenses for Anthony Wilson's treatment, a statement reflecting expenses for Shaniya Wilson's treatment, and a statement reflecting expenses for Shantia Wilson's treatment. Those expenses totaled more than one-thousand dollars. These documents were not from Children's Hospital in Aurora, and included false information. The documents indicate that they were faxed from a King Soopers store located in Commerce City, Colorado.

The documents submitted to Mendota regarding medical expenses related to this claim totaled \$16,379.28. Mendota Insurance did not make a payment for the claim.

COUNT THIRTY-THREE: **CRIMINAL ATTEMPT TO COMMIT THEFT**
 §§ 18-4-401(1)(a), (2)(c);18-2-101 C.R.S. (F5)
 [ATT 0801U]
 Chiniece Carter, Thalia Carter, Rashea Nash

Between on or about August 2, 2012 and on or about October 15, 2012, in the State of Colorado, CHINIECE CARTER, THALIA CARTER, AND RASHEA NASH, by engaging in conduct constituting a substantial step toward the commission of Theft, unlawfully, feloniously, and knowingly attempted to obtain or exercise control over a thing of value, namely: money, of Geico Insurance, with the value of one thousand dollars or more but less than twenty thousand dollars, without authorization, or by threat or deception, and intended to deprive Geico Insurance permanently of its use or benefit; in violation of § 18-4-401(1), (2)(d) and § 10-1-129 C.R.S.

COUNT THIRTY-FOUR: **FORGERY § 18-5-102(1)(c) C.R.S. (F5) [1001C]**
 Chiniece Carter, Thalia Carter, Rashea Nash

Between on or about August 2, 2012 and on or about October 15, 2012, in the State of Colorado, CHINIECE CARTER, THALIA CARTER, AND RASHEA NASH, with the intent to defraud Geico Insurance, unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, an instrument which document did or may have evidenced, created, transferred, terminated, or otherwise affected a legal right, interest, obligation, or status, namely: a statement from Children's Hospital in Aurora reflecting expenses for Tierra Carter's treatment in August of 2012, a statement from Children's Hospital in Aurora reflecting expenses for Toni Carter's treatment in August of 2012, a statement from Children's Hospital in Aurora reflecting expenses for Tamia Carter's treatment in August of 2012, and a statement from Children's Hospital in Aurora reflecting expenses for Taniya Carter's treatment in August of 2012; in violation of § 18-5-102(1)(c) and § 10-1-129 C.R.S.

The facts supporting counts THIRTY-THREE through THIRTY-FOUR are as follows:

The facts supporting all other counts in this indictment are incorporated herein by reference.

From on or about August 2, 2012 and on or about October 15, 2012, a person claiming to be Thalia Carter made a claim to Geico insurance (claim number 0446651940101027). The voice of the person who made the claim is consistent with that of Chiniece Carter. The claim included, in substance, the following: that on August 2, 2012 Rashea Nash was in a motor vehicle accident at the vicinity of "225 North going towards Alameda", Aurora, Colorado; that Thalia Carter's four children, supposedly named Tierra Carter, Toni Carter, Tamia Carter, and Taniya Carter, were in the vehicle with Rashea Nash at the time of the accident; that as a result the four children received medical treatment; and that medical expenses were incurred.

In support of the claim, Geico Insurance was provided with documents, supposedly from Children's Hospital in Aurora, which appeared to be a statement reflecting expenses for Tierra Carter's treatment in August of 2012, a statement reflecting expenses for Toni Carter's treatment in August of 2012, a statement reflecting expenses for Tamia Carter's treatment in August of 2012, and a statement reflecting expenses for Taniya Carter's treatment in August of 2012. Those expenses totaled more than one-thousand dollars. These documents were not from Children's Hospital in Aurora, and included false information.

In addition, on or about August 9, 2012, Rashea Nash told Geico Insurance, in substance, the following: that she was in an accident with four children in the vehicle. On or about August 27, 2012, Rashea Nash met in person with an investigator from Geico. Rashea Nash's statements to the Geico investigator included, in substance, the following: that she was in an accident while her friend's four children were in the vehicle with her; and that the children were taken to the hospital.

In addition, on or about August 30, 2012, Thalia Carter met in person with an investigator from Geico. Thalia Carter's statements to the Geico investigator included, in substance, the following: that her children were in a vehicle with Rashea Nash at the time of the accident; that the children were treated at the hospital; and that she paid for the medical treatment with a MasterCard. Thalia Carter also stated, in substance, that the documentation provided in support of the claim was legitimate.

In addition, on or about September 11, 2012, Rashea Nash made statements to the Attorney General's Office. Those statements included, in substance: that the accident never occurred; that she, Chiniece Carter, and Thalia Carter intended to fraudulently obtain money from the insurance company; that Chiniece filed the claim; and that the three of them would split up the money.

The documents submitted to Geico regarding medical expenses related to this claim totaled \$12,379.28. Geico Insurance did not make a payment for the claim.

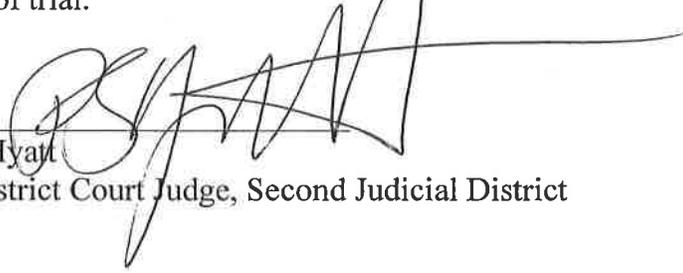
JOHN W. SUTHERS
Attorney General



STEVEN FRITZ, 41074
Assistant Attorney General
Financial Fraud Unit
Criminal Justice Section

The 2012-2013 Colorado Statewide Grand Jury presents the Indictment contained within and the same is hereby ORDERED FILED this 28 day of Feb, 2013.

Pursuant to § 13-73-107, C.R.S., the Court designates Denver County, Colorado as the county of venue for the purposes of trial.



Robert Hyatt
Chief District Court Judge, Second Judicial District