

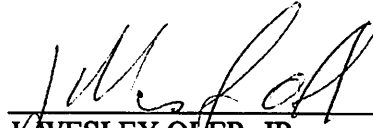
**IN THE COURT OF COMMON PLEAS
DAUPHIN COUNTY, PENNSYLVANIA**

IN RE: : **SUPREME COURT OF PENNSYLVANIA**
: **8 M.D. MISC. DKT. 2013**
THE THIRTY-SIXTH STATEWIDE :
: **DAUPHIN COUNTY COMMON PLEAS**
INVESTIGATING GRAND JURY : **NO. 141 M.D. 2013**
:
: **NOTICE NO. 19**

ORDER SEALING PRESENTMENT NO. 21

The Court has accepted Presentment No. 21. This presentment shall be sealed and no person shall disclose a return of the Presentment except when necessary for issuance and execution of process, or as otherwise directed or permitted by order of the supervising judge.

SO ORDERED this 23rd day of May, 2014.



J. WESLEY OLER, JR.
Supervising Judge
The Thirty-Sixth Statewide Investigating
Grand Jury

**IN THE COURT OF COMMON PLEAS
DAUPHIN COUNTY, PENNSYLVANIA**

IN RE:	:	SUPREME COURT OF PENNSYLVANIA
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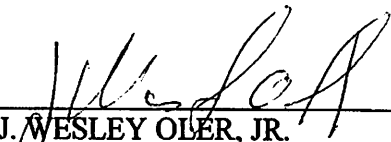
ORDER ACCEPTING PRESENTMENT NO. 21

1. The Court finds Presentment No. 21 of the Thirty-Sixth Statewide Investigating Grand Jury is within the authority of said Grand Jury and is in accordance with the provisions of the Investigating Grand Jury Act, 42 Pa.C.S. § 4541, et seq. Accordingly, this Presentment is accepted by the Court.

2. The County for conducting the trial of all charges pursuant to this Presentment shall be Union County.

3. The Attorney General of the Commonwealth of Pennsylvania, or her designee, is hereby authorized to prosecute as recommended in this Presentment by instituting appropriate criminal proceedings in the aforesaid County.

SO ORDERED this 23rd day of May, 2014.



J. WESLEY OLER, JR.
Supervising Judge
The Thirty-Sixth Statewide Investigating
Grand Jury

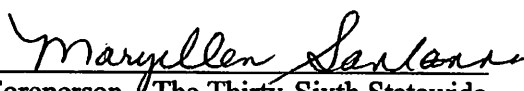
**IN THE COURT OF COMMON PLEAS
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IN RE:	:	SUPREME COURT OF PENNSYLVANIA
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	:	NOTICE NO. 19

TO THE HONORABLE J. WESLEY OLER, JR., Supervising Judge:

PRESENTMENT NO. 21

We, the Thirty-Sixth Statewide Investigating Grand Jury, duly charged to inquire into offenses against the criminal laws of the Commonwealth, have obtained knowledge of such matters from witnesses sworn by the Court and testifying before us. We find reasonable grounds to believe that various violations of the criminal laws have occurred. So finding with not fewer than twelve concurring, we do hereby make this Presentment to the Court.


Foreperson - The Thirty-Sixth Statewide
Investigating Grand Jury

DATED: May 22, 2014

INTRODUCTION

We, the members of the Thirty-Sixth Statewide Investigating Grand Jury, having received evidence pertaining to violations of the Pennsylvania Clean Streams Law, Pennsylvania Solid Waste Management Act, and Pennsylvania Crimes Code, which occurred in Dauphin, Northumberland, Columbia, Clinton, Snyder, and Union Counties, Pennsylvania, and other places, pursuant to Notice of Submission No. 19, do hereby make the following findings of fact and recommendation of charges:

PART I **ENVIRONMENTAL CRIMES AND RELATED OFFENSES**

FINDINGS OF FACT

The Grand Jury heard evidence of criminal activity on the part of Brian Bolus, owner and president of Minuteman Environmental Services, Inc. (Minuteman). This activity included overbilling for services rendered as well as unlawful conduct pursuant to Pennsylvania's environmental crimes statutes.

Special Agent Richard Bosco testified that the Pennsylvania Office of Attorney General (OAG), Environmental Crimes Unit, received a referral from the Northumberland County District Attorney regarding allegations of wrongdoing by Minuteman Spill Response. The referral alleged that Minuteman Spill Response illegally disposed of solid waste and fraudulently billed customers in various counties.

Brian Bolus is the owner and president of Minuteman, which previously conducted business as Minuteman Spill Response and Minuteman Towing. Prior to December 2011, Minuteman's headquarters was located at P.O. Box 10, Interstate 80, Exit 242, Mifflinville, Columbia County. Minuteman's current headquarters, which consists of an office and shop, is located at 2435 Housels Run Road, Milton, Northumberland County (Milton location).

Minuteman also has an office and shop in the Harrisburg area located at 401 Richardson Road, Middletown, Dauphin County (Harrisburg location). Minuteman responds to vehicle accidents throughout Northeastern and Central Pennsylvania and conducts accident site clean-ups of spilled materials. Minuteman also provides waste hauling services and water hauling services for companies in the oil and gas production field.

During a twenty-month investigation, OAG agents gathered sufficient evidence to indicate that, from 2008 through May 29, 2013, Minuteman and Brian Bolus committed violations of the Pennsylvania Crimes Code and Pennsylvania environmental crimes. The investigation revealed that Minuteman and Bolus unlawfully buried waste from accident sites and fraudulently billed their customers by inflating the number of hours worked. On May 29, 2013, OAG agents executed search warrants at the Milton location and the Harrisburg location.

Special Agent Paul Zimmerer testified that the Department of Environmental Protection (DEP) assisted OAG agents in the execution of the search warrants on May 29, 2013, by collecting soil and water samples from various locations around Minuteman's properties. DEP submitted all of the samples to the DEP Bureau of Laboratories on either May 29, 2013, or May 30, 2013, for analysis. Agent Zimmerer and DEP personnel reviewed the results of the samples that were taken to determine whether waste compounds were present on Minuteman's properties.

The Grand Jury also heard testimony from several former and current employees of Minuteman. These individuals drove trucks, remediated spill sites, hauled waste, performed duties at Minuteman shop locations, and/or performed administrative duties at Minuteman office locations. Minuteman employees stated that every action they took while working for Minuteman was done at Brian Bolus' direction. Some employees testified that they believed they would have been fired for their unwillingness to engage in illegal activities. Other employees voluntarily quit

for the same reason. Most employees complied with Bolus' requests because they did not want to lose their jobs.

Clean Streams Law & Solid Waste Management Act
Unlawful Conduct, 35 P.S. § 691.611 & Unlawful Conduct 35 P.S. § 6018.610(1)
Unlawful Dumping of Oil Waste at the Harrisburg Location

Agent Bosco interviewed a Hazmat Spill Supervisor (HSS) who worked for Minuteman at the Harrisburg location from July 2010 through July 2012. HSS told Agent Bosco that he regularly observed numerous roll off boxes and trucks from well drilling operations being washed in the truck bay area and parking lot near the loading dock and along the western and northern edge of Minuteman's Harrisburg property. HSS said the roll off boxes and trucks contained waste water from well sites, mud and cuttings from drilling operations, and other liquid waste. Additionally, HSS indicated there were drains that connected directly to the loading dock area and to a waterway running along the edge of the building.

DEP Environmental Group Manager Anthony Martinelli collected soil samples from storm drains and corrugated metal pipe from an outfall located on Minuteman's Harrisburg property. The soil samples consisted of black and brown gritty sediment and were submitted to the DEP Bureau of Laboratories on May 29, 2013, for analysis. Agent Zimmerer reviewed the sample results with Martinelli, who is knowledgeable in identifying compounds present in various types of oil waste products. Martinelli indicated that the results revealed high levels of total petroleum hydrocarbons, which are indicative of oil waste being dumped onto the ground and do not consist of compounds that are naturally occurring. The storm drains were approximately 75 feet away from an unnamed tributary and the corrugated metal pipe led directly into the same unnamed tributary. The unnamed tributary that runs along Minuteman's Harrisburg property leads to Laurel Run; both bodies of water are considered waters of the

Commonwealth.

According to Agent Zimmerer, drill cuttings and drilling mud are wastes generated during oil and gas well drilling operations. These wastes are required by DEP to be disposed of only at permitted disposal facilities. Prior to the execution of the search warrants, Agent Bosco verified that DEP did not issue a permit to Minuteman, Minuteman employees, and/or Brian Bolus for the disposal of oil waste onto the surface of the ground or underground or into the waters of the Commonwealth at the Harrisburg location.

Solid Waste Management Act
Unlawful Conduct 35 P.S. § 6018.610(4)
Unlawful Storage, Collection, Processing, Treating or Beneficial Use of
Oil Waste at the Harrisburg Location

HSS told Agent Bosco that, on several occasions, multiple trucks of all sizes and roll off boxes containing drilling mud and radioactive waste were brought to the Harrisburg location to be cleaned out. Minuteman employees would vacuum the waste from inside the trucks, place the waste into roll off boxes, and commingle it with other waste. On one occasion, HSS tested waste from inside a truck with a radiation detector. Results showed the amount of radioactive waste that was present was well above the acceptable limit. HSS indicated that roll off boxes from the Milton location would be brought to the Harrisburg location and stored along the northwest corner of the property. These roll off boxes would regularly leak onto the ground.

HSS also indicated there were many drums located on the western side of the building at the Harrisburg location that would leak various types of waste including acid, oil, petroleum, and liquids from well drilling operations. HSS recalled an incident in early 2012 when mercury was placed into a 35-gallon drum and transported to the Harrisburg location for processing.

Agent Bosco interviewed a Hazardous Materials Specialist (HMS) who began working for Minuteman in April 2010 at the Harrisburg location. HMS told Agent Bosco he was

responsible for transferring and storing hazardous waste, acid waste, gasoline, and petroleum materials. HMS witnessed several Minuteman employees handle unlabeled drums containing acid waste and petroleum waste from Marcellus Shale well-drilling sites. Those drums were stored in a building at the Harrisburg location.

Prior to the execution of the search warrants, Agent Bosco verified that DEP did not issue a permit to Minuteman, Minuteman employees, and/or Brian Bolus to store, collect, process, treat, or beneficially use solid waste at the Harrisburg location.

Solid Waste Management Act
Unlawful Conduct, 35 P.S. § 6018.610(1) & (4)
Unlawful Dumping and
Unlawful Storage, Collection, Processing, Treating or Beneficial Use of
Roll Off Vehicle Waste at the Milton Location

During the course of this investigation, Agents Zimmerer and Bosco interviewed a general laborer (GL) who worked for Minuteman from December 2012 through early January 2013 at the Milton location. GL told Agent Zimmerer that he was responsible for cleaning well-drilling tanks and placing the drilling mud from those tanks into trucks containing roll off boxes. GL took the roll off boxes to the Milton location where they were stored and the contents leaked onto the ground. GL stated that, on at least three occasions, he participated in washing out tanker trucks that were contaminated with waste from well-drilling operations and the waste went directly onto the ground at the Milton location.

During the execution of the search warrants, Thomas Buterbaugh, DEP Environmental Protection Specialist, collected a water sample from a puddle located in the back parking lot of the Milton location. Agent Zimmerer stated that he reviewed the results of that sample with David Engle, DEP Environmental Group Manager, who is knowledgeable in identifying waste compounds present in various types of water produced from well-drilling operations and spill

sites. Engle told Agent Zimmerer that the concentrations of compounds revealed in the analysis of that sample are indicative of residual waste being spilled onto the ground and do not consist of compounds that are naturally occurring.

Prior to the execution of the search warrants, Agent Bosco verified that DEP did not issue a permit to Minuteman, Minuteman employees, and/or Brian Bolus to dump, store, collect, process, treat, or beneficially use solid waste at the Milton location.

Solid Waste Management Act
Unlawful Conduct, 35 P.S. § 6018.610(1)
Mobile Home Burial:

Witness #2 testified that he worked for Minuteman from June 2002 through April 2007 as a Sales and Operations Manager (SOM). SOM was responsible for customer relations, soliciting business for Minuteman's towing operations, and making sure towing repairs were being conducted properly. When SOM worked for Minuteman, there was a time when he and other employees were dispatched to an accident that occurred along Interstate 80 between mile markers 232 at the Buckhorn and 235 at Light Street in Scott Township, Pennsylvania. The accident involved several mobile homes and vehicles that collided, resulting in a large amount of construction and demolition waste being spilled along the highway. When Minuteman arrived at the accident scene, Minuteman employees remediated some of the waste but they also buried a tri-axle load of construction and demolition waste into the ground. SOM traveled with Agent Zimmerer to Interstate 80 and identified the location where Minuteman buried the waste.

Subsequent to SOM identifying the location where the construction and demolition waste was buried, agents from OAG and DEP conducted an exploratory dig. Agents dug four trenches and uncovered several pieces of construction and demolition waste that were identified as parts of a mobile home. Agent Bosco verified that DEP did not issue a permit to Minuteman, Minuteman

employees, and/or Brian Bolus to dump and/or bury construction and demolition waste into the ground.

Solid Waste Management Act
Unlawful Conduct, 35 P.S. § 6018.610(1)
Aluminum Pop Can Lids Burial

Testified to

Witness #4 he worked for Minuteman from March 2007 through September 2010 as a hazmat technician (HT). HT testified that it was routine business for Minuteman to remediate an accident site by removing a portion of the waste and burying the remaining waste into the ground.

On October 17, 2007, Minuteman responded to an accident along Interstate 80 near mile marker 174.9 in Lamar, Porter Township, Clinton County. The accident involved an overturned tractor trailer and resulted in numerous sheaths of aluminum pop can lids being spilled over an embankment along the highway. Although Minuteman employees properly remediated approximately four to five dump truck loads of pop can lids from the site, thousands of remaining sheaths of pop can lids were buried in the ground at Brian Bolus' direction. According to HT, Bolus told Minuteman employees to bury the sheaths of pop can lids because it was getting late and they still needed to remediate a fuel spill at another site. Bolus operated the excavator and another Minuteman employee operated the bulldozer that dug the hole where the sheaths of pop can lids were buried.

Agent Bosco obtained a copy of the Pennsylvania State Police report for the incident in Lamar. The report revealed that thousands of sheaths of pop can lids were spilled over the embankment. Based on the location identified in the police report, OAG agents dug several trenches over an area encompassing 200 feet and found that approximately 1000 to 2000 pop can lids were buried in the ground. Agent Bosco testified that it is against DEP regulations for aluminum pop can lids to be buried underground.

Pennsylvania Crimes Code
Corrupt Organizations, 18 Pa.C.S.A. § 911(b)
Theft by Unlawful Taking or Disposition, 18 Pa.C.S.A. § 3921(a)
Theft by Deception, 18 Pa.C.S.A. § 3922(a)
Receiving Stolen Property, 18 Pa.C.S.A. § 3925
Deceptive or Fraudulent Business Practices, 18 Pa.C.S.A. § 4107(a)(6)
Unlawful Use of a Computer, 18 Pa.C.S.A. § 7611(a)(1)
Theft from Anadarko and Other Companies and Computer Use for Billing:

Witness #16 worked for Minuteman from June 2010 through February 2013 as an accounts receivable supervisor (ARS). ARS was responsible for accounts receivable and payable. ARS stated that, when she began billing in September 2010, she was directed by Brian Bolus to overbill Minuteman's customers by adding a minimum of one hour to all invoices. ARS did so by increasing the number of hours that drivers spent on the road and/or by increasing the length of time they spent working on a particular accident scene. Bolus always reviewed ARS's invoices to make sure that she added the extra hour by comparing the drivers' sheets with the final invoices.

ARS was familiar with an account Minuteman had with a company called Anadarko Petroleum Corporation (Anadarko). ARS billed thousands of invoices to Anadarko and for each invoice she overbilled a minimum of one extra hour. This resulted in thousands of dollars being fraudulently overbilled.

ARS entered fraudulent invoices into Minuteman's computers and submitted bills through an on-line billing program called Oildex. After she scanned Anadarko's fraudulent invoices into the Oildex internet application, Anadarko would approve the invoices and pay Minuteman by way of an electronic funds transfer. All Minuteman computers were networked together and information regarding bank records, bills, invoices, and accounts receivable were stored on those computers. When Minuteman received payment from customers who were overbilled, ARS deposited those funds into an account at M&T Bank.

In addition to Anadarko, ARS overbilled the following companies: Advanced Disposal,

Allstate PowerVac, American Compliance, Archer, Atlas Resources, Baker Hughes/BJ Services, Bryson Transport, Cabot Oil & Gas, Carrizo Oil & Gas, CEMS, CGG Veritas, Chesapeake Energy, Chevron, Chief, Cura, Encana Oil & Gas, Energy Corporation of America, Enerplus, EOG Resources, EQT Production Company, Exco Resources, Fluids Management, Haliburton, Hazmat, Hess, Helicorp, Hunt Oil Company, Key Energy, LEL Environmental, Maxum Petroleum, M-I Swaco, Newfield, Noble Energy, National Oilwell Varco, Patterson UTI, Penn Virginia, Quality Carriers, Range Resources, Rex Energy, ROC Oil, Seneca Resources, Southwestern Energy, State Farm, Talisman, Triana Energy, Trican Well Service, Universal Well Services, Veolia, Weatherford, Williams Production Appalachia, WPX Energy, and XTO Energy.

Brian Bolus held weekly meetings during which he instructed several Minuteman employees to overbill customers. Bolus directed his employees to "always make money on spills" and stated that his customers "don't worry about the hours, only the rates."

Everyone at Minuteman had to follow Brian Bolus' orders or he would get angry. Bolus constantly yelled at his employees and ARS witnessed him fire people on the spot. ARS learned not to speak back to Bolus even when he was yelling at her and the only reason she complied with Bolus' demands to overbill Minuteman's customers was that she did not want to lose her job.

Witness #18 began working for Minuteman in October 2011 as an administrative assistant (AA). AA was responsible for billing companies that contracted with Minuteman to haul water that was produced from Marcellus Shale gas industries. AA attended weekly Minuteman meetings at which several employees were present to discuss billing matters. At those weekly meetings, Brian Bolus instructed his employees to overbill every customer including, but not limited to, Anadarko by adding at least an hour to every driver's time. Bolus reviewed all of

AA's invoices to make sure that she was complying with his demands. AA heard Bolus say on numerous occasions that companies "look at the rate, not the hours." Bolus instructed AA on how to overbill so that it would not be obvious to customers. AA overbilled Anadarko on every invoice and entered those fraudulent invoices into Minuteman's computer system. The computer system AA used was called Blue Folder. Invoices could be corrected and/or modified within that program.

AA testified that Brian Bolus often became very angry with his employees and would scream at them. Minuteman had a high turn-over rate and Bolus was always making remarks about employees that he did not like. AA testified that she believes she would have been fired had she reported Bolus' actions.

Agent Michael Carlson and other OAG agents were assigned to this investigation to review Minuteman's records that were seized during the execution of the search warrants and to make a determination as to the amount of overbilling Brian Bolus and Minuteman charged Anadarko. As part of the review process, Agent Carlson met with ARS and AA, who explained to him in detail how Bolus instructed them to manipulate the numbers on Anadarko's invoices in order for Anadarko to be overbilled. ARS and AA indicated that, after they manipulated the invoices, they forwarded the fraudulent invoices to Anadarko electronically through the use of a computer located in the Minuteman office. In turn, Anadarko paid the fraudulent invoices by means of an electronic funds transfer to Minuteman.

ARS assisted Agent Carlson in identifying Anadarko's fraudulent invoices that were dated October 2010 through July 2011. These fraudulent invoices pertained to Minuteman's waste hauling business for mud and cuttings from drilling operations. Agent Carlson concluded that, from October 2010 through July 2011, Anadarko was overbilled approximately \$79,000.00.

AA assisted Agent Carlson in identifying Anadarko's fraudulent invoices that were dated February 2013 through May 2013. These fraudulent invoices pertained to Minuteman's Marcellus Shale water hauling business. Agent Carlson concluded that, from February 2013 through May 2013, Anadarko was overbilled approximately \$42,000.00.

Subsequent to calculating the amount of money Brian Bolus and Minuteman overbilled Anadarko from October 2010 through February 2013, Agent Carlson and other OAG personnel met with Anadarko representatives to discuss the contractual relationship they had with Minuteman and to review those calculations. During the meeting with Anadarko, Agent Carlson obtained information regarding the services for which Anadarko agreed to pay Minuteman. Based on the information obtained from Anadarko's representatives, Agent Carlson verified that the amount Bolus and Minuteman overbilled Anadarko was, in fact, greater than what was previously calculated.

PART II: INSURANCE FRAUD AND RELATED OFFENSES

FINDINGS OF FACT

During the environmental crimes portion of this investigation, Special Agent Richard Bosco learned that Minuteman Towing, Inc., and Minuteman Spill Response, Inc., two of several companies owned and operated by Brian Bolus and referred to in this Presentment as the Minuteman Companies, were paying Brian Bolus' mother, Julie Bolus as an employee, in spite of the fact that Julie Bolus was not performing any services for Minuteman Towing, Inc., or Minuteman Spill Response, Inc., according to the testimony of several employees of those companies.

Agent Jennifer Harrison is an Agent with OAG and has been assigned to the Insurance Fraud Section of OAG since 2006. Agent Harrison reviewed documents seized during the

execution of search warrants approved by the Supervising Judge of the Thirty-Fourth Statewide Investigating Grand Jury and reports of interviews that agents of the Environmental Crimes Section of OAG conducted.

Minuteman Towing, Inc., and Minuteman Spill Response, Inc., had contracts with Geisinger Health Plan from 2001 to April 30, 2012. The Geisinger contracts were negotiated with and were signed by Robert C. Bolus, Jr. and/or Brian Bolus during times when they were the owners of the Minuteman companies. Neil Paisley, a manager in Geisinger's Underwriting Department, testified that those contracts provided that the Minuteman companies were able to declare how many hours per week a person would have to work in order to be considered a full-time employee and to be lawfully covered under the group health insurance plan.

Between April 13, 2004, and April 19, 2007, Minuteman Towing, Inc., executed agreements declaring that its employees would not be eligible for health insurance coverage until they had worked for ninety days and were working at least thirty-three hours per week in order to be lawfully covered under the group health insurance plan.

Between April 26, 2007, and May 23, 2011, Minuteman Towing Inc., or Minuteman Spill Response, Inc., executed agreements declaring that new employees were not eligible for health insurance coverage until they had worked for ninety days and were working forty hours per week and that part-time employees were not eligible to be lawfully covered under the group health insurance plan.

JULIE BOLUS—2004 THROUGH 2013

A secretary and Office Manager for Minuteman Spill Response, Inc., testified before the Thirty-Fourth Statewide Investigating Grand Jury that he/she worked for Minuteman Spill Response, Inc., between August 2008 and January 2009. During this witness' time as an

employee, Julie Bolus, Brian Bolus' mother, sometimes brought meal receipts to this employee for reimbursement from company funds. This witness also testified that Brian Bolus' mother and brother, whom the witness called Bobby Bolus, were both on the payroll. This witness also testified that Julie Bolus never worked in the office or did any work for Minuteman Spill Response, Inc., or for any of the Minuteman companies.

An Accounts Receivable Clerk for Minuteman Spill Response, Inc., testified before the Thirty-Fourth Statewide Investigating Grand Jury that he/she worked for Minuteman Spill Response, Inc., in the office as the Accounts Receivable Clerk from September 2008 until January 2010. This witness also testified that Brian Bolus' mother received a paycheck but never came into the office to work.

A Payroll Clerk for Minuteman Spill Response, Inc., testified before the Thirty-Fourth Statewide Investigating Grand Jury that he/she was the Payroll Clerk for Minuteman Spill Response, Inc. This witness testified that he/she began working for Minuteman Spill Response, Inc., in December of 2010 and, in October or November of 2011, he/she started doing payroll. The witness testified that Julie Bolus is paid \$300.00 per week and that this witness has never seen Julie Bolus do any work for Minuteman Spill Response, Inc. This witness also testified that he/she would be able to identify Julie Bolus.

The Human Resource Director for Minuteman Spill Response, Inc., started working for Minuteman Spill Response, Inc., in June 2011. This witness also has never seen Julie Bolus at Minuteman Spill Response, Inc.'s office, that Julie Bolus did receive a paycheck from the company.

According to Agent Harrison, records from Geisinger Health Plan showed that on June 16, 2004, an application for benefits was completed claiming that Julie A. Bolus was an

employee of Minuteman Towing, Inc. in Mifflinville, and inferring that she had been a forty-hour-per-week employee of Minuteman Towing, Inc., since 2002. The application appears to have been signed by Julie Bolus as the applicant and Robert Bolus, Jr. on behalf of the employer. At the time of this application, Julie Bolus' address was listed as Clark's Summit, approximately sixty miles from Mifflinville, the location of Minuteman Towing, Inc.'s office at that time.

The records further showed that, on May 3, 2007, another application for health care benefits was completed for Julie Bolus. This application claimed that Julie Bolus had been an employee of Minuteman Towing and Repairs since 2000. This application appears to have been signed by Julie Bolus as the applicant and Brian Bolus on behalf of the employer.

Geisinger Health Plan provided Agent Harrison with a claim history for Julie Bolus. From September 13, 2007, through May 25, 2012, Geisinger paid out a total of \$5,131.69 on medical claims and \$1,955.96 in pharmacy claims, through Minuteman Towing, Inc., and Minuteman Spill Response, Inc. Total claims Geisinger paid for Julie Bolus were \$7,087.65, but total claims submitted by Julie Bolus were \$20,281.00. Julie Bolus also claimed \$90.00 through United Concordia with \$59.00 paid out.

Agent Harrison reviewed bank records for Julie Bolus. A checking account for Julie Bolus at PNC Bank was opened on November 16, 2007. Payroll records from Minuteman Spill Response, Inc., indicated that Julie Bolus' gross salary was \$300.00 per week. The small paychecks from Minuteman into this account and the lack of a raise over a five year period is a piece of circumstantial evidence indicating that Julie Bolus was a "ghost employee" who was paid without having to work as was testified to by witnesses.

Julie Bolus testified before the Thirty-Sixth Statewide Investigating Grand Jury on December 19, 2013. She testified that she presently resides at Mountain Top, Pennsylvania, and

she previously lived at Clark's Summit. Her present home is about an hour and ten minutes' drive from Brian and Karen Bolus' home at 339 Furnace Drive, Lewisburg, Union County.

Julie Bolus testified that, after her divorce from Robert Bolus, Sr., more than twenty years ago, she provided herself with health insurance through full-time employment. She testified about her work history and the duties of the various jobs she held, ending in her retirement in 2005. However, she refused to acknowledge any employment with Minuteman Towing, Inc., Minuteman Spill Response, Inc., or any of the Minuteman companies. She also refused to say if she could identify any of the persons working at the Minuteman office.

Julie Bolus was shown a series of checks drawn on her bank account at PNC. She admitted that she banks at PNC and that she does not have checking accounts at any other banks. She did identify one check, Grand Jury Exhibit 11, as looking like hers.

Julie Bolus also testified that, until her mother died in September 2013, she was her mother's primary caregiver and that she has been so for "a couple of years." This testimony was also inconsistent with her being a full time employee of Minuteman Spill Response, Inc.

ROBERT C. BOLUS, JR.—2007 THROUGH 2013

According to Agent Harrison, records from Geisinger Health Plan showed that, on May 24, 2007, an application for benefits was completed claiming that Robert C. Bolus, Jr. was an employee of Minuteman Towing, Inc., in Mifflinville and inferring that he had been a forty-hour-per-week employee of Minuteman Towing, Inc., since 1990. Heidi Bolus, his wife, and their daughter, Brooke Bolus, and his stepson, Tyler Sharkoski, were claimed as his dependents. This application appears to have been signed by Robert Bolus as the applicant and Joy Bryson on behalf of the employer.

On May 2, 2011, an Application Change form was submitted removing Heidi Bolus and

Tyler Sharkoski as Robert Bolus' dependents. This form purports to have been signed by Robert Bolus on May 1, 2011, and Linda Sones as the Group Benefits Administrator for Minuteman Spill Response, Inc., on May 2, 2011. The Human Resource Director of Minuteman Spill Response testified that this Application Change form was signed by Linda Sones on behalf of Minuteman Spill Response, Inc.

On April 11, 2012, an Application Change form was submitted for disenrollment of Robert Bolus, Jr., and Brooke Bolus as his dependent due to termination of Robert Bolus, Jr.'s employment with Minuteman Spill Response, Inc. Lisa Stanchick signed on behalf of Minuteman Spill Response, Inc.

Records from Geisinger Health Plan showed that, on April 9, 2012, a Group Subscriber Application was completed claiming that Robert C. Bolus, Jr., was an employee of Bolus Truck Parts, Group Number 112895, and inferring that he had been a forty-hour-per-week employee of Bolus Truck Parts since January 1, 2012. This Group Subscriber Application was submitted to Linda Rowe by fax from Bolus Truck Parts from "Patti." This application appears to have been signed by Robert Bolus, Jr., as the applicant. The time claimed as an employee of Bolus Truck Parts overlaps his claimed time of employment with Minuteman Spill Response, Inc., which employment time was claimed to have ended via a form submitted on April 12, 2012.

Geisinger Health Plan provided Agent Harrison with a claim history for Robert Bolus. From October 8, 2010, through March 12, 2013, Geisinger paid out a total of \$98.04 on medical claims through Minuteman Spill Response, Inc. Total claims Geisinger paid for Robert Bolus, Jr., were \$98.04, but total claims submitted by Robert Bolus, Jr., were \$6,235.00 through Minuteman Spill Response, Inc.

Geisinger Health Plan provided Agent Harrison with a claim history for Heidi Bolus.

From June 1, 2007, through April 18, 2011, Geisinger paid out a total of \$6,703.37 on medical claims and \$1,323.22 in pharmacy claims through Minuteman Towing, Inc., and Minuteman Spill Response, Inc. Total claims Geisinger paid for Heidi Bolus were \$8,026.59, but total claims submitted for Heidi Bolus through Minuteman Spill Response Inc. were \$34,365.70.

Geisinger Health Plan provided Agent Harrison with a claim history for Brooke Bolus. From August 8, 2007, through April 30, 2012, Geisinger paid out a total of \$223.53 on medical claims through Minuteman Spill Response, Inc., and total claims submitted for Brooke Bolus were \$470.00.

Geisinger Health Plan provided Agent Harrison with a claim history for Tyler Sharkoski. From August 8, 2007, through April 25, 2011, Geisinger paid out a total of \$945.11 on medical claims and \$270.71 in pharmacy claims through Minuteman Towing, Inc., and Minuteman Spill Response, Inc. Total claims Geisinger paid for Tyler Sharkoski were \$1,215.82, but total claims submitted for Tyler Sharkoski were \$2,818.00.

Geisinger paid out a total of \$14,655.30 on medical claims for Robert Bolus, Jr., through Bolus Truck Parts, but Robert Bolus, Jr., submitted total claims in the amount of \$115,304.24 to Geisinger through Bolus Truck Parts. These claims were submitted between the dates of June 25, 2012, and December 31, 2013.

Geisinger paid out a total of \$254.61 on medical claims for Brooke Bolus through Bolus Truck Parts, but Robert Bolus, Jr., submitted total claims in the amount of \$500.00 to Geisinger through Bolus Truck Parts for Brooke Bolus. These claims were submitted between the dates of June 25, 2012, and December 31, 2013.

Robert Bolus, Jr., also submitted \$7,478.00 in claims through United Concordia for himself and his dependents through Minuteman, of which \$4,790.00 were paid. And Robert

Bolus, Jr., on his own behalf and on behalf of Brooke Bolus, submitted claims through Bolus Truck Parts in the amount of \$608.00, of which \$415.00 were paid.

Agent Harrison reviewed bank records from the Grand Jury search warrant served at Minuteman Spill Response, Inc., on May 29, 2013. Those records showed that Robert Bolus, Jr., and/or Heidi Bolus wrote twenty-one checks from a Citizens Bank account numbered ending in 6319 to Minuteman Towing, Inc., for health insurance between March 9, 2007, and November 23, 2008. All of those checks referenced health insurance on the memo line of the checks. These checks were all deposited to the account of Minuteman Towing, Inc., at M&T Bank.

Robert Bolus, Jr., also wrote thirty-one checks from a First Keystone National Bank account numbered ending in 4306 to Minuteman Towing or Minuteman for health insurance between May 18, 2009, and March 30, 2012, in various monthly amounts. The amounts of the checks decreased in May 2011 after his former wife, Heidi Bolus, and his step-son, Tyler Sharkoski, were removed from the policy. Twenty-eight of those checks referenced health insurance on the memo line of the checks. Twelve of these checks concluding with check number 1177, dated June 28, 2010, were deposited to the account of Minuteman Towing, Inc., and the remaining twenty-one of those checks beginning with check number 1202 dated August 3, 2010, and concluding with check number 1511 dated March 30, 2012, were deposited to the account of Minuteman Spill Response, Inc.

The writing of those fifty-two checks to Minuteman Towing, Inc., and/or Minuteman Spill Response, Inc., for payment of health insurance premiums shows that Robert Bolus, Jr., was not an actual employee of Minuteman Towing Inc., and/or Minuteman Spill Response, Inc. Had he been an actual employee, his health insurance premiums would have been paid via a payroll deduction.

According to Agent Harrison, the writing of those checks and the depositing of those checks to the account Minuteman Towing, Inc., and/or Minuteman Spill Response, Inc., constitutes Dealing in Proceeds of Unlawful Activity, commonly called money laundering, on the part of that corporation and on the part of one or more high managerial agents of that corporation in that, as a matter of corporate policy, these financial transactions were done with knowledge that the property involved represented the proceeds of illegal activity, insurance fraud, and that the transactions were done to promote the carrying on of the illegal activity, and/or that the transactions were designed in whole or in part to conceal or to disguise the nature, location, source, ownership or control of the proceeds of unlawful activity.

From May 25, 2007, to December 23, 2011, Robert Bolus, Jr., received payments from Minuteman Towing, Inc., in the amount of \$585,106.36. These payments are not consistent with payments that would have been made to him as an employee. Records obtained from Minuteman Spill Response, Inc., show that, between January 25, 2011, and December 27, 2011, Robert Bolus, Jr., received payments from Minuteman Spill Response, Inc., in the amount of \$294,900.00 and those payments are marked as Rent-Double B.

Bank records for Robert Bolus, Jr., from Citizens Bank with an account number ending in 6319 and from Robert Bolus, Jr.'s First Keystone National Bank account numbered ending in 4306 showed that:

A. Between April 1, 2012, and August 10, 2012, twenty-three checks totaling \$21,481.57 were deposited into the First Keystone National Bank account numbered ending in 4306. These checks were drawn on the account of Key Sales and Center, Inc., another corporation owned by Robert C. Bolus, Sr., and varied in amount from \$80.25 to \$5,839.37. These checks are more consistent with Robert Bolus, Jr., performing contract services to his

father's business than paychecks that Robert Bolus, Jr., would have received if he had been an actual forty-hour-per-week employee.

B. Between September 12, 2012, and January 1, 2013, ten checks from Schoenberg Salt Company were deposited into Robert Bolus, Jr.'s First Keystone National Bank account numbered ending in 4306. Although these checks were not written on a strictly weekly basis, they ranged in amount from \$199.43 and \$1,077.90 and indicated that Robert Bolus, Jr., was employed by Schoenberg Salt Company during that time. These checks indicate that Robert Bolus, Jr., was performing services for someone else's business and not for his father's.

C. Between February 15, 2012, and November 27, 2012, checks totaling \$2,727.00 were deposited into the First Keystone National Bank account numbered ending in 4306 made payable to Bolus Homes/Robert Bolus Homes from Paden Enterprises, Inc., but there were no records indicating that he was working full-time for that company. These checks also indicate that Robert Bolus, Jr., was performing services for someone else's business and not for his father's.

Agent Jennifer Harrison reviewed ^{of} Labor and Industry records relating to Robert Bolus, Jr. Those records showed that wages were reported for him for the first and second quarters of 2005 from Minuteman Towing, Inc. Those records also showed that wages were reported for him for the fourth quarter of 2005 and the first, second, and third quarters of 2006 from Knorr Contracting, Inc.

For the first, second, and third quarters of 2008, Robert Bolus, Jr., had Labor and Industry reported wages from Robert C. Young, Northeast Automated Technologies, and Bechay Corporation. Robert Bolus, Jr., also had Labor and Industry reported wages from Bechay Corporation for the second quarter of 2009. However there were no wages reported to the

Department of Labor and Industry for any quarterly period after the second quarter of 2009.

During the period of time from February 22, 2013, to June 28, 2013, Robert Bolus, Jr., received eighteen checks from Linde Corporation in the total amount of \$13,111.93.

All of these records and checks show that Robert Bolus, Jr., was performing services for someone else's business, rather than for his father's business.

From February 22, 2013, to June 28, 2013, Robert Bolus, Jr. received seventeen direct deposits and one check from Linde Corporation in the total amount of \$13,111.93. Agent Harrison reviewed Robert Bolus, Jr.'s employment file from Linde Corporation. Those records showed that he applied for a position as an excavator operator, listed his previous employment as being with Paden Enterprises from April 2005 to "current," and his reason for leaving Paden enterprises was that he needed full-time work. He also listed previous employment with Minuteman Towing and with Minuteman Spill Response, Inc., from January 1999 until February 2006, and that his reason for leaving was that the company was "sold."

Linde Corporation has health insurance through Geisinger. Robert Bolus, Jr., could have obtained health insurance coverage at no cost to himself. Nonetheless, he declined Linde Corporation's health insurance coverage with Geisinger and received \$200.00 monthly extra pay for declining that coverage.

After June 20, 2013, Robert Bolus, Jr., ceased employment with Linde Corporation. He filed for unemployment and answered "No" to questions relating to being self-employed, working full- or part-time for any other employer, or being an officer or shareholder of his last employer.

Robert Bolus, Sr., testified before the Grand Jury. He testified about the companies that he owns and he admitted that Debra Bolus, his daughter, and Robert Bolus, Jr., his son, were not

his employees. Robert Bolus, Sr., confirmed that Robert Bolus, Jr., began building houses after he sold Minuteman Towing, Inc., to his brother Brian Bolus. The witness also testified that "Bobby" builds houses and does some odd jobs at this time.

Robert Bolus, Jr., admitted that the fax cover sheet accompanying the Group Subscriber Application for his health coverage as an "employee" of Bolus Truck Parts and Towing looked like a fax form and that Patti Walter worked in the office of Bolus Truck Parts.

Robert Bolus, Jr., testified before the Thirty-Sixth Statewide Investigating Grand Jury on December 19, 2013. He said that he started Minuteman Towing and that he sold it to his brother Brian in 2005.

ROBERT C. BOLUS JR.'S ASSETS

Robert Bolus, Jr., has acquired assets worth considerable sums of money. Agent Harrison testified about his financial transactions. On January 21, 2010, Robert Bolus, Jr., wrote a check in the amount of \$187,567.14 to the order of cash and the memo line of the check indicates, "8 Red Bud Drive," which is the address of his current residence.

On July 3, 2010, Robert Bolus, Jr., wrote a check in the amount of \$15,244.68 to White's Harley Davidson. On November 12, 2010, Robert Bolus, Jr., wrote a check in the amount of \$10,000.00 to First Keystone Bank and the memo line of the check indicates, "deposit condo."

On December 8, 2010, Robert Bolus, Jr., wrote a check in the amount of \$235,074.58 to First Keystone Bank that may also be for his condominium. Database records indicate that Robert Bolus, Jr. owns real estate at 5793 Cape Harbour Drive, #1316, Cape Coral, FL 33914.

DEBRA BOLUS A/K/A DEBRA BOLUS GROSEK—2008 THROUGH 2014

Agent Harrison reviewed records from Geisinger Health Plan showing that, on March 1,

2008, a short time after her divorce from her former husband, Glenn Grosek, was final, an application for benefits was completed claiming that Debra [Bolos] Grosek was an employee of Minuteman Towing, Inc., in Mifflinville and inferring that she had been a forty-hour-per-week employee of Minuteman Towing, Inc., since December 1, 2007.

The Human Resource Director of Minuteman Spill Response, Inc., testified that this application was signed by Debra Bolus as the applicant. This document contains fax header markings from both Minuteman and the Grosek Law Office. This witness also testified that this application was signed by Linda Sones on behalf of Minuteman Spill Response, Inc.

Debra Bolus represented Minuteman Spill Response, Inc. as an attorney, but that she worked out of her own office and that her relationship with Minuteman Spill Response, Inc., was that of a traditional lawyer and client, and that she was not a company employee and did not draw a paycheck as a forty-hour-per-week employee. Debra Bolus' work for Minuteman Spill Response, Inc., involved collection of amounts owed to Minuteman Spill Response, Inc.

On March 20, 2009, an Application Change form was submitted adding Nicholas Grosek and Daniel Grosek as Debra Bolus' dependents. This form bears the signatures of Debra Bolus as the applicant and Karen T. Bolus as the Group Benefits Administrator for Minuteman Spill Response, Inc.

On September 8, 2009, another Application Change form was submitted correcting information for Daniel Grosek. This Application Change form bears the signature of Rita Mott as the Group Benefits Administrator for Minuteman Spill Response, Inc.

On December 14, 2009, documents were faxed to Rita from the Grosek Law Office. These documents indicate that Debra Bolus' coverage under the plan would end on December 31, 2009, due to the end of her employment with Minuteman Spill Response, Inc., unless she

elected COBRA continuation coverage. These documents state that "each person (qualified beneficiary) in the category(ies) below is entitled to elect COBRA ... under the plan for up to nine months." The box marked employee or former employee is checked.

On December 31, 2009, an Application Change form was completed and was submitted to Geisinger Health Plan showing that Debra Bolus' employment for Minuteman Spill Response, Inc., was terminated and that she should be disenrolled from the plan.

Brian Bolus told the Human Resource Director of Minuteman Spill Response, Inc., that he was no longer using his sister's services and that he/she was to terminate his sister from the health insurance. Brian Bolus instructed the witness to contact Debra Bolus and to let her know that she would be removed from the health insurance. This witness testified that he/she performed as directed. Debra Bolus asked about COBRA and the witness told her that Minuteman Spill Response, Inc., was not offering COBRA benefits. Debra Bolus told the witness that she was going to push the issue and the witness told Debra Bolus that she should not have been on the insurance in the first place. This witness also testified that Debra Bolus told him/her that the witness "had a good point."

On January 15, 2011, an Application for Benefits was completed claiming that Debra Grosek was an employee of Minuteman Spill Response, Inc., and this Application for Benefits claimed that she had been an employee of Minuteman Spill Response, Inc. since December 2007, although "employee new hire" is checked on this form.

This Application for Benefits includes Nicholas Grosek and Daniel Grosek, and appears to have been signed by Debra Bolus Grosek as the applicant and by Linda Sones on behalf of Minuteman Spill Response, Inc., the employer. In addition to the Application for Benefits, a change form was submitted on February 18, 2011, cancelling COBRA coverage for Debra Bolus

and for her two children, Nicholas Grosek and Daniel Grosek.

On September 3, 2011, an application change form was submitted for Debra Bolus changing her name from Debra Grosek to Debra Bolus.

On March 13, 2012, another application change form was completed for disenrollment for Debra Bolus and for her two children, Nicholas Grosek and Daniel Grosek, due to Debra Bolus' termination of employment with Minuteman Spill Response, Inc., effective April 30, 2012. Lisa Stanchick initialed these forms on behalf of Minuteman Spill Response, Inc.

On April 11, 2012, documents were faxed to "Linda" at Geisinger from Bolus Truck Parts. A handwritten note on the cover sheet stated, "I filled out Debra's form I thought started in April but she was working at one of our other shops since Feb. She is to be effective 5/1/12. Thanks. Bob Bolus."

The document that was faxed was an Application for Benefits for Debra Bolus that claimed that she was an employee of Bolus Truck Parts and Towing and that she had been an employee of Bolus Truck Parts and Towing since February 2, 2012. This time overlaps the time that she claimed to have been an employee of Minuteman Spill Response, Inc., and entitled to health insurance coverage through that "employer."

Debra Bolus' Application for Benefits dated April 8, 2012, was signed by Debra Bolus. The Application for Benefits was signed by Patricia Walter on April 11, 2012, on behalf of Bolus Truck Parts and Towing, the, "employer."

On April 25, 2013, an application change form was submitted to include Debra Bolus' two children, Nicholas Grosek and Daniel Grosek, as eligible dependent beneficiaries.

Geisinger Health Plan provided Agent Harrison with a claim history for Debra Bolus. From April 21, 2008, through May 14, 2012, Geisinger paid out a total of \$34,210.32 on medical

claims and \$36,474.73 on pharmacy claims for her through Minuteman Spill Response, Inc. Total claims paid for Debra Bolus through Minuteman Spill Response, Inc., were \$70,694.05 and total claims submitted for her through Minuteman Spill Response, Inc., were \$196,687.84.

Geisinger Health Plan provided Agent Harrison with a claim history for Nicholas Grosek. From January 19, 2010, through April 29, 2012, Geisinger paid out a total of \$823.84 on medical claims and \$4,316.57 on pharmacy claims through Minuteman Spill Response, Inc. Total claims paid for Nicholas Grosek through Minuteman Spill Response, Inc., were \$5,140.41.

Geisinger Health Plan provided Agent Harrison with a claim history for Daniel Grosek. From January 20, 2010, through April 29, 2012, Geisinger paid out a total of \$1,732.54 on medical claims and \$3,902.09 on pharmacy claims through Minuteman Spill Response, Inc. Total claims paid for Daniel Grosek through Minuteman Spill Response, Inc., were \$5,634.63 and total claims submitted for him through Minuteman Spill Response, Inc., were \$10,231.73.

From May 17, 2012, through December 20, 2013, Geisinger paid out a total of \$2,798.39 on medical claims and \$10,180.30 on pharmacy claims for Debra Bolus through Bolus Truck Parts. Total claims paid for Debra Bolus through Bolus Truck Parts were \$12,978.69 and total claims submitted for her through Bolus Truck Parts were \$16,827.42.

From June 19, 2013, through December 18, 2013, Geisinger paid out a total of \$679.31 on medical claims and \$1,481.94 on pharmacy claims for Nicholas Grosek through Bolus Truck Parts. Total claims paid for Nicholas Grosek through Bolus Truck Parts were ^{\$2,102.00}~~\$2,161.25~~ and total claims submitted for him through Bolus Truck Parts were ^{\$2,161.25}~~\$2,102.00~~.

From June 19, 2013, through September 16, 2013, Geisinger paid out a total of \$752.07 on medical claims and \$2,502.88 on pharmacy claims for Daniel Grosek through Bolus Truck Parts. Total claims paid for Daniel Grosek through Bolus Truck Parts were \$3,254.95.

Agent Harrison reviewed records from Debra Bolus' business bank account and from her Interest on Lawyers' Trust Account (IOLTA). The business bank account from First National Bank with an account number ending in 0601 showed two deposits into it related to Minuteman. One in 2010 was a check in the amount of \$333.00 from Attorney Edward Zizmor for "services Minuteman," and the other one was in 2011 in the amount of \$2,200.00 from Minuteman made payable to, "The Law Office of Debra Ann Bolus." This account activity is not consistent with a lawyer involved in an active debt collection practice for Minuteman Towing, Inc., or for Minuteman Spill Response, Inc.

Debra Bolus' business bank account from First National Bank with an account number ending in 0601 also showed fifteen checks written to the Minuteman Companies between the dates of January 8, 2009 and August 8, 2011 in the total amount of \$11,625.84. All of the memos on these checks memo lines reference months and six of those checks have the word "Cobra" on the memo line.

Debra Bolus' business bank account from First National Bank with an account number ending in 0601 also showed six checks written to Bolus Truck Parts between the dates of June 18, 2012, and October 21, 2013, in the total amount of \$4,231.66. The memos on these checks memo lines reference Health Insurance. Although those checks were written to Bolus Truck Parts, all of those checks were endorsed by Bolus Truck Parts and were deposited to the account of Key Sales and Center, Inc.

The writing of fifteen checks to the Minuteman Companies between January 8, 2009, and August 8, 2011, and the six checks to Bolus Truck Parts between June 18, 2012, and October 21, 2013, for payment of health insurance premiums shows that Debra Bolus was not an actual employee of any of the Minuteman Companies or of Bolus Truck Parts. Had she been an actual

employee, her health insurance premiums would have been paid via a payroll deduction.

The writing of those fifteen checks to the Minuteman Companies and the six checks to Bolus Truck Parts for payment of health insurance premiums, the endorsement of the checks by Bolus Truck Parts to the order of Key Sales and Center, Inc., and those checks being deposited to the account of Key Sales and Center, Inc., constitutes the criminal offense of Dealing in Proceeds of Unlawful Activity, commonly called money laundering on the part of those corporations and on the part of one or more high managerial agents of those corporations in that as a matter of corporate policy these financial transactions were done with knowledge that the property involved represents the proceeds of illegal activity insurance fraud and that the transactions were done to promote the carrying on of the illegal activity and/or that the transactions were designed in whole or in part to conceal or to disguise the nature, location, source, ownership or control of the proceeds of unlawful activity.

All of the applications and change forms signed by Julie Bolus, Robert Bolus, Jr., Debra Bolus, and Brian Bolus contained notices providing that, if a person signed any of these forms and if they contained false information and the forms were submitted to an insurer in order to get insurance benefits, that person was committing insurance fraud.

Agent Harrison also reviewed an application dated October 14, 2010, from Bolus Truck Parts and Towing to Geisinger. This application lists all the employees of Bolus Truck Parts and Towing. As of that date, Robert C. Bolus, Jr., Sophie Gregory, and Debra Bolus are not listed as employees of Bolus Truck Parts and Towing.

Debra Bolus testified before the Thirty-Sixth Statewide Investigating Grand Jury on December 19, 2013. She has been an attorney since 1999, although she claimed to work pretty much part-time and that she is a "full-time mom." She has no employees in her law office.

Before going into private practice in 2000, she worked for three Philadelphia law firms doing personal injury law, and then she worked for Blue Cross of Northeastern Pennsylvania doing "contracts." She testified that her work did not involve healthcare, but it was more "publicity kind of contracts."

Debra Bolus did legal work for the Minuteman companies from the time "Bobby started Minuteman Towing, long before Brian joined him, all kinds of stuff over the years." Her last work for any of the Minuteman companies was a couple of years ago but she gives free legal advice to her brothers all the time. With regard to fee generating work, she would bill them but not often because they were her "little brothers."

Prior to her divorce from her former husband, Glenn Grosek, he covered her and their children for health insurance. After their divorce, he could not keep a job and could not provide health insurance.

Debra Bolus had seen similar language on settlement releases and, as a personal injury lawyer, knew that it is a crime to submit a false application to an insurance company, and she would never advise a client to do so.

BRIAN BOLUS, MINUTEMAN TOWING INC. and MINUTEMAN SPILL RESPONSE, INC. 2004 THROUGH 2013

Minuteman Towing Inc., entity number 2069266, was formed December 23, 1991. Testimony before the Grand Jury indicates that this corporation was formed by Robert Bolus, Jr., and that he sold this corporation to his brother, Brian Bolus in 2005. Presently Brian Bolus holds the offices of President, Vice-President, Secretary, and Treasurer of Minuteman Towing Inc.

Minuteman Spill Response Inc., entity number 3007740, was formed May 31, 2001. Testimony before the Grand Jury indicates that Brian Bolus formed this corporation and that he

holds the offices of President, Vice-President, Secretary, and Treasurer of Minuteman Spill Response, Inc.

Brian Bolus is the only officer listed for any of these corporations or entities, and multiple witnesses' testimony given before the Grand Jury shows that Brian Bolus makes all of the corporate and financial decisions for these corporations or entities and in fact micromanages their affairs.

Kevin Raymond Foley, Brian Bolus's accountant and the accountant for Minuteman Towing Inc., and Minuteman Spill Response, Inc., testified before the Hon. Norman Krumenacker on July 29, 2013, that Minuteman Spill Response, [Inc.,] is the operating company that owns the assets and that Brian Bolus is the sole owner of Minuteman Spill Response, Inc.

In connection with the bankruptcy of Minuteman Spill Response, Inc., filed in the United States District Court for the Middle District of Pennsylvania, Brian Bolus executed an Affidavit [Document 22 in the Bankruptcy of Minuteman Spill Response, Inc., Case No. 4-14-01825 filed on April, 22, 2014] in which he declared under oath that he is the President of Minuteman Spill Response, Inc., and that his, "duties as President include, among other things, the oversight of Minuteman Spill Response, Inc.'s business and operational affairs, the preparation and implementation of business plans and strategies and the management of Minuteman Spill Response, Inc.'s employees."

The documents and testimony adduced before the Thirty-Fourth and Thirty-Sixth Statewide Investigating Grand Juries shows that the corporate decisions and execution of forms by employees of Minuteman Towing, Inc., and Minuteman Spill Response, Inc., that provided unlawfully obtained group health Insurance coverage to Julie Bolus, Robert Bolus, Jr., and Debra Bolus could not have been done without the assent and agreement and active participation of

Brian Bolus as is further outlined in this presentment under the various facts testified about for each of the members of Brian Bolus' family who were unlawfully insured.

These documents and testimony adduced before the Thirty-Fourth and Thirty-Sixth Statewide Investigating Grand Juries show that Minuteman Towing, Inc., and Minuteman Spill Response, Inc., corporations wholly owned and controlled by Brian Bolus, received and deposited fifty-two checks from Robert Bolus for illegal health insurance payments from March 9, 2007, to November 23, 2008, and again from May 18, 2009, through March 30, 2012. These corporations also received and deposited fifteen checks for health insurance premiums between January 8, 2010, and August 8, 2011, from Debra Bolus.

The funds transferred via these sixty-seven checks are illegal proceeds of insurance fraud and Minuteman Towing, Inc., and Minuteman Spill Response, Inc., corporations wholly owned and controlled by Brian Bolus, completed financial transactions with those illegally obtained proceeds with knowledge that the property involved represented the proceeds of illegal activity, insurance fraud, and that the transactions were done to promote the carrying on of the illegal activity and/or that these transactions were designed in whole or in part to conceal or to disguise the nature, location source, ownership or control of the proceeds of unlawful activity. Brian Bolus is a High Managerial Agent of both of those corporations and is responsible for the acts of those corporations.

The dates of receipt and deposit of these sixty-seven checks also show the continuing nature of the crimes committed by those persons and corporations who are to be charged criminally.

Brian Bolus executed an affidavit in support of certain motions filed in the bankruptcy matter [Document 22] in which he declared under oath that Minuteman Spill Response, Inc.,

"[the Debtor] maintains various plans and policies to provide employees with medical and workers' compensation insurance.... The Debtor forwards amounts equal to any employee deductions from its operating accounts to appropriate third party recipients." Nothing in the Affidavit says anything about any supposed employees paying for health insurance premiums by writing checks to Minuteman Spill Response, Inc.

BRIAN BOLUS, KAREN BOLUS, AND MINUTEMAN COMPANIES' ASSETS

Brian Bolus in his capacity as owner of the Minuteman Companies and along with his wife, Karen Bolus, has acquired assets worth considerable sums of money.

The investigation done by the OAG and about which Special Agent Amanda Flowers testified shows that BPK Holdings, LLC, is a limited liability company owned by Brian Bolus and that BPK Holdings, LLC, owns what has been referred to as the Harrisburg or Middletown site. The real estate was purchased on September 19, 2008, for \$850,000.00 and is subject to a Mortgage in favor of M&T Bank in the face amount of \$680,000.00.

Brian Bolus and his wife, Karen Bolus, are the owners, as Tenants by the Entireties, of real property in Jackson Township, Monroe County, Pennsylvania, which they purchased on October 31, 2007, for \$285,000.00. The real property is designated as Unit Plan, Phase 10, Unit 193, Northridge at Camelback, and is not subject to any financing.

B3 Management LP is a limited partnership owned by Brian Bolus. B3 Management LP owns what has been referred to as the Milton site at 2435 Housel's Run Road, Milton. The real estate was purchased on January 16, 2011, for \$3,200,000.00 and is subject to a Mortgage in favor of M&T Bank in the face amount of \$2,952,000.00.

Brian Bolus and his wife, Karen Bolus, are the owners, as Tenants by the Entireties, of real property in East Buffalo Township, Union County, which they purchased on November 26,

2002. Although the Deed recites that the consideration paid for the real estate was \$1.00, the Affidavit of value filed with the deed shows that this real estate was purchased for the sum of \$220,000.00.

Financing exists on this real estate via mortgages in favor of M&T Bank in the amount of \$100,000.00 by mortgage recorded on June 21, 2006, and in the amount of \$250,000 by mortgage recorded on November 14, 2007. This real estate is the main residence of Brian Bolus and Karen Bolus and has an address of 339 Furnace Road, Lewisburg, and is a short distance away from the Milton site at 2435 Housel's Run Road, Milton. An appraisal of the land and buildings at 339 Furnace Road, Lewisburg, performed on July 16, 2013, lists the value of that residential real estate as \$1,400,000.00.

Brian Bolus and his wife, Karen Bolus, are the owners, as Tenants by the Entireties, of real property at 1414 Empire Avenue, Park City, Summit County, Utah, which they purchased on June 25, 2010. The deed recites that the consideration paid for the real estate was \$10.00, which is a nominal consideration. Financing exists on this real estate via a Deed of Trust , which is Utah's version of a Mortgage, in favor of M&T Bank in the amount of \$1,250,000.00. An appraisal of the land and buildings at 1414 Empire Avenue, Park City, Utah, performed on July 19, 2013, lists the value of that real estate as \$2,430,000.00 as of that date.

Minuteman Spill Response, Inc., is the owner of multiple vehicles, one of which is labeled as an Incident Command Center. This vehicle is in an RV configuration and appears to be equipped for family occupancy at Penn State functions instead of for use at incidents.

ROBERT C. BOLUS, SR.—2012 THROUGH 2013

Pennsylvania Corporation Bureau records list Bolus Towing, Inc., as a Pennsylvania business corporation, entity number 3786340, with an address of 1445 East Drinker Street,

Dunmore, and Sophie Gregory as the corporate president with an address of 922 Sanderson Street, Throop. Pennsylvania Corporation Bureau records list Bolus Towing Service as a Pennsylvania fictitious name, entity number 2039692, with an address of 1445 East Drinker Street, Dunmore, and Key Brockway, Inc., as the owner of that fictitious name. Key Brockway Inc., and Key Sales and Center are Pennsylvania Business Corporations owned by Robert Bolus, Sr.

Robert Bolus, Sr., testified before the Grand Jury that he is the owner of several companies. Those companies are Bolus Truck Parts and Towing Service, Key Truck Sales and Center, Bolus Truck Sales and Center, and Bolus Towing that are "active right now." He is the complete owner of all of those companies.

Debra Bolus worked for his companies only as a lawyer. She received a fee as any attorney would get. Because she was working for him, doing legal work for him, it was another way of compensating her, helping her out when she did not have the money to pay for health insurance." He helped her out and covered her insurance for her. He admitted that Debra Bolus was getting health insurance through Bolus Truck Parts and that she wrote checks back to his company to pay for the health insurance.

Robert Bolus, Sr., admitted that Robert Bolus, Jr., was also getting health insurance through Bolus Truck Parts, as well as his granddaughter, Brooke Bolus, Sophie Gregory, and her daughter, Christina Gregory.

According to Patricia Walter, all of Robert Bolus, Sr.'s companies work out of one address, 922 Sanderson Street, Throop. Christina Gregory, Sophie Gregory's daughter, was added to Robert Bolus, Sr.'s companies' health insurance even though she does not work for those companies. This happened at Sophie Gregory's request because Christina Gregory needed

health insurance. Robert Bolus, Sr. knew about it because he was the one who “kept yelling at Brittany [Hiller] (the accountant) and I to get ahold of Sophie to get the information.”

Between January 10, 2013, and January 24, 2013, a chain of emails between Shelly Woolsey, an administrative assistant for health services at Keystone College, and Christina Gregory established that Christina Gregory knew that she had to have health insurance to be a student at Keystone College. If she had purchased health insurance through Keystone College, her bill would have been \$923.00.

More than \$1,058.00 in medical and prescription claims was paid by Geisinger Health Plan for Christina D. Gregory between July 31, 2013, and December 17, 2013.

Christina D. Gregory is listed as an insured on Geisinger’s membership roster for Bolus Truck Parts and Towing. Records provided to Agent Harrison and to the Grand Jury and Agent Harrison’s testimony before the Grand Jury show that a Group Subscriber Application for Group number 112895 was submitted to Geisinger for health insurance benefits for Christina D. Gregory. The application was dated January 28, 2013, and was signed by Christina D. Gregory.

The effective date of change on the application was listed as October 29, 2012, but that date is crossed off and is initialed “R.C. Bolus” with a new date of January 29, 2013 written right beside the initials.

This form was purportedly signed by Robert Bolus, Sr., as the employer and it contained a notice providing that if a person signed any of these forms and if they contained false information and the form were submitted to an insurer in order to get insurance benefits, that person was committing insurance fraud.

Records provided to the Grand Jury show that, on August 9, 2013, Christina Gregory was billed \$1,691.00 for health insurance through Keystone College and that coverage would have

been effective through the 2013-2014 academic year.

A separate authorization form was faxed on August 23, 2013. The FAX header on the document shows that it was faxed from Sophie at (941)201-4350. A database search shows that this telephone number is a land line and that Sophie Gregory is the service subscriber. The authorization form is titled Authorized Representative Statement and lists Robert Bolus, Sr., as the authorized representative. It identifies his relationship to Christina Gregory as "step-father."

Another employee of Bolus Truck Parts saw this form being signed by Christina Gregory on August 23, 2013. This employee had not seen Christina at the Bolus Truck Parts office performing job functions of an actual employee.

Christina D. Gregory was registered as a freshman at Keystone College for the fall semester, which began on August 26, 2013. A schedule that Agent Harrison obtained showed that Christina D. Gregory was enrolled in classes Monday through Friday. On Mondays and Wednesdays she was scheduled for three classes that lasted from 9:30 a.m. until 4:50 p.m.

Agent Harrison caused a Labor and Industry wage search to be done for Christina D. Gregory and no wages had been reported for her.

Christina D. Gregory testified before the Grand Jury on November 21, 2013. She admitted that she is a full-time student carrying eighteen credits at Keystone College and that she started in the Spring Semester of 2013.

She claimed that she "worked" for Bolus Trucking and Towing and other companies that Robert Bolus, Sr., owns by being available forty hours per week doing paperwork, filing, and data entry. She has a company car available to her and that she runs anything that Bob [Robert Bolus, Sr.] needs her to do. She last did any work for Robert Bolus, Sr., the previous Friday, November 15, 2013. Before that date, she worked for him the previous Tuesday, November 12,

2013. On both of those days, she picked up mail at his home, where she also resides, and took it to his office, a drive taking approximately fifteen minutes.

She doesn't keep track of how many hours she "works" per week, she is not paid hourly, and she gets no paycheck. She claimed to be compensated by being allowed to use a company car and credit card and that Robert Bolus, Sr., pays her college tuition. Later in her testimony, she claimed that, during the preceding week, she worked between ten and fifteen hours.

Christina D. Gregory claimed that she signed the Group Subscriber Application that was dated January 28, 2013. She further claimed that all the information on the application was correct. However, when confronted with her alleged date of employment as October 29, 2012, she testified, "That's just the date that they filled out for me, the employees, and I basically did what they told me to do."

She also admitted having filled out, initialed, and signed the separate authorization form titled Authorized Representative Statement and claimed that the information on this form was also true and correct. When confronted by the fact that Robert C. Bolus, Sr., and Sophie Gregory, the witness' mother, are not married and the Authorized Representative Statement referred to Robert Bolus, Sr., as her stepdad, she testified, "They have been together for like 15 years. So at this point, it's just what I refer to him as. I didn't really mean anything wrong by it. Like technically, I didn't know that was--."

Christina D. Gregory also claimed to do what she called "data entry" at the office and at her home, including paying company bills. She claimed to do this via the bank's website, although she was unable to identify the particular bank. She also was unable to identify how many bank accounts Robert C. Bolus, Sr.'s company/companies have. She claimed that she met with an accountant in order to file her tax forms but was unable to identify the accountant or

where she met the person, other than at Robert Bolus, Sr.'s shop. She was unable to tell the Grand Jury when she met the person other than "last winter."

When Robert C. Bolus, Sr., was asked if either Sophie Gregory or her daughter Christina Gregory worked for any of his companies, he claimed that Christina worked for him at home. He testified that he was not sure if she is on the payroll or if he "just takes care of the insurance for her." Later in his testimony, he admitted that she does not get a regular paycheck.

Robert C. Bolus, Sr., testified that Christina Gregory does not fill out a time card and he could not say how many hours per week she might put in. He claimed that she was available on an as-needed basis. Robert Bolus, Sr., said that Christina Gregory is a student at this time.

Robert C. Bolus, Sr., also testified that Sophie Gregory is not on the payroll of any of his companies and she is not currently an officer in any of his companies. He claimed that Sophie Gregory does a lot of different things for him; that she checks bank balances, and that she does pretty much everything that he doesn't do.

Robert C. Bolus, Sr., confirmed that Robert C. Bolus, Jr., began building houses after he sold Minuteman Towing, Inc. to his brother Brian Bolus. He also testified that "Bobby" builds houses and does some odd jobs at this time. Robert C. Bolus, Sr., also testified that Robert Bolus, Jr. worked with Robert Bolus, Sr., "a little bit here or there, but he just doesn't want to be in the towing business anymore." When Robert C. Bolus, Sr. was asked whether Robert Bolus, Jr. and Debra Bolus were his employees or were not, he admitted that they were not his employees.

Bolus Towing and Truck Parts, an unincorporated association owned by Key Brockway, Inc., and Key Sales and Center, Inc., both corporations wholly owned and wholly controlled by Robert C. Bolus, Sr., received illegal proceeds of insurance fraud and completed financial transactions with those proceeds with knowledge that the property involved represented the

proceeds of illegal activity, insurance fraud, and that the transactions were done to promote the carrying on of the illegal activity and/or that the transaction is designed in whole or in part to conceal or to disguise the nature, location source, ownership or control of the proceeds of unlawful activity. Robert C. Bolus, Sr. is a High Managerial Agent of Bolus Towing and Truck Parts, an unincorporated association owned by Key Brockway, Inc. and Key Sales and Center, Inc., a corporation, and is responsible for the acts of those entities.

SOPHIE GREGORY—2001 THROUGH 2013

A witness testified that he/she worked for Robert Bolus, Sr.'s companies between April of 2011 and January 24, 2013. He/she testified that he/she knows Sophie Gregory as Robert Bolus, Sr.'s fiancé and that Sophie Gregory is the owner of Bolus Towing, Inc. Pennsylvania Corporation Bureau records list Bolus Towing, Inc., as a Pennsylvania business corporation, entity number 3786340, with an address of 1445 East Drinker Street, Dunmore, and Sophie Gregory as the corporate president with an address of 922 Sanderson Street, Throop.

Between the dates of July 23, 2001, and June 30, 2014, Sophie Gregory has had health insurance coverage through the Special Care Program administered by Blue Cross of Northeastern Pennsylvania. In order to be eligible for this Special Care Program insurance coverage, a person must be a resident of one of thirteen counties in Northeast Pennsylvania and not have income in excess of ~~\$26,000.00~~ ^{their annual limits} for a family of two persons, herself and Christina Gregory.

On October 7, 2007, Sophie Gregory submitted documents, including a notarized letter, to Blue Cross of Northeastern Pennsylvania stating that she had no income for the calendar year 2006. Blue Cross of Northeastern Pennsylvania then sent her a letter telling her that she was eligible to remain in the Special Care Program at her current monthly premium and that there

would be no change in her coverage. The letter also told her that it was her responsibility to report any changes in income.

In January 2009, Blue Cross of Northeastern Pennsylvania received another income certification form from Sophie Gregory. This form was misdated January 3, 2008, and represented that Sophie Gregory's only income came from child support in the amount of \$185.57 every two weeks. Records available through the Pennsylvania Child Support website show an active support case, Sophie Gregory v. David Gregory, Lackawanna County Docket Number 00 DRO 1811. This case closed in 2009. Other records show three payments to Sophie Gregory in the amount of \$185.57 in the month of December 2008.

On March 22, 2010, a Blue Cross of Northeastern Pennsylvania Enrollment Application/Change form for group coverage was completed and was signed by Sophie Gregory as the applicant and by Robert Bolus, Sr., as the group administrator. This application requested that Sophie Gregory receive United Concordia dental benefits in that she is an employee of Bolus Truck Parts with a date of hire of April 15, 2009. Sophie Gregory's address is listed as 922 Sanderson Street, Throop, the address of Bolus Truck Parts.

On April 7, 2010, Robert C. Bolus, Sr., sent an email to Lisa Fueshko confirming that he added Sophie Gregory to his plan for Bolus Truck Parts. Although Sophie Gregory was covered under Blue Cross of Northeastern Pennsylvania's Special Care Program, she applied for dental benefits through United Concordia as an employee of Bolus Truck Parts. In order for that coverage to be lawfully obtained, Sophie Gregory would have had to be a real forty-hour-per-week employee of Bolus Truck Parts.

Labor and Industry records show that Bolus Towing Inc. reported income for Sophie Gregory commencing on March 20, 2009. If she had been a legitimate employee of Bolus Truck

Parts, her income would have been reported under that entity as it was reported for Robert C. Bolus, Sr.'s other employees.

On October 1, 2012, Sophie Gregory recertified her income as \$500.00 per week or \$26,000.00 annually. She listed her residence address on that form as 2006 Robin Hill Way, Clark's Summit. She provided NEPA Payroll Services documents to show proof of earnings for Bolus Towing located at 1445 East Drinker Street, Dunmore. This document has language on it directly above the signature block stating, "I have read and fully understand this Income Certification Form. I acknowledge that the information that I have provided is truthful and accurate."

On October 10, 2012, Sophie Gregory renewed her Florida driver's license, which she had since 2006. Her Florida driver's license listed her address as 4906 East 60th Drive, Bradenton, FL 34201. Based on her non-residency after 2006, all claims she submitted for herself were fraudulent.

Between November 16, 2006, and November 12, 2013, Sophie Gregory submitted \$41,318.64 in medical claims, of which \$3,398.31 was paid, and \$443.69 in prescription claims, none of which were paid.

Between May 10, 2010, and August 24, 2011, Sophie Gregory submitted \$1,398.00 in dental claims through United Concordia, including \$1,027.00 for a root canal that took place six weeks after the application through Bolus Truck Parts.

Based on Sophie Gregory not being a resident of Pennsylvania and her fraudulent conduct of applying for Blue Cross of Northeastern Pennsylvania's Special Care Program, Christina Gregory's CHIP benefits were also fraudulently applied for and received. More than \$14,168.00 in fraudulent claims were submitted and more than \$2,100.00 of those claims were

paid after Sophie Gregory became a resident of the state of Florida.

Sophie Gregory has multiple real estate interests in Florida. She owns real property at 4906 East 60th Drive, Bradenton, Florida, also known as Lot 25 Silverlake A Subdivision. She also serves as the President of the Coquina Beach Resort Association, Inc. According to her testimony, she owns no real estate in Pennsylvania and holds a Florida driver's license and is currently registered to vote in Florida, and testified that the 4906 E. 60th Drive, Bradenton, is her residence address. Also, she was in Florida and could not be served with a subpoena in Pennsylvania, such that it was necessary to proceed under the Uniform Act for Interstate Rendition of Witnesses to secure her live testimony in Pennsylvania. Besides the testimony recited above, she confirmed that the phone number/Fax number in Florida, (941) 201-4350, was hers and that she had it for more than one year prior to the date of her testimony.

Agent Harrison testified that it does not appear that any of the signatures on any of the forms were forgeries, although she does believe, contrary to Christina Gregory's claim that she signed her own application for benefits, that this application was actually signed by Sophie Gregory.

Agent Harrison and Neil Paisley, an Underwriting Manager for Geisinger confirmed that, for Minuteman Towing, Inc., Minuteman Spill Response, Inc., and Bolus Truck Parts, for persons to be lawfully covered as employees under the group health insurance policies for those companies, they must be forty-hour-per-week employees and they must really be working for the business/es. "Ghost Employees" do not qualify under the Geisinger plan.

Besides confirming that for persons to be lawfully covered as employees under the group health insurance policies for Minuteman Towing, Inc., Minuteman Spill Response, Inc., and Bolus Truck Parts, Neil Paisley, a manager in Geisinger's underwriting department testified that

Geisinger requests a UC-2A unemployment compensation form from every group seeking group insurance coverage. Geisinger uses that form to verify employment for the individuals claimed to be employees of the company seeking group health insurance coverage. The UC-2A unemployment compensation form is used to report to the Department of Labor and Industry employees' names, social security numbers, gross wages earned, and unemployment compensation credit weeks for a particular three month period.

Paisley testified that, to be lawfully eligible for group health insurance coverage, employees must be actual employees and not "ghost employees" doing no work for the company. A person claimed as an employee and paid but performing no actual job functions for the company would not lawfully qualify for health insurance. A person who used to own Minuteman Towing, Inc., sold the company, and now performs no actual job functions for Minuteman Towing Inc. would not lawfully qualify for health insurance coverage through Minuteman Towing, Inc.

Paisley also testified that another person who would provide legal services of a limited nature to Minuteman Towing, Inc., and/or Minuteman Spill Response, Inc., who does not work a forty hour week for Minuteman Towing, Inc., and/or Minuteman Spill Response, Inc., and has other clients besides those corporations and would be paid by his/her clients based on fee billings, would not lawfully qualify for health insurance through Minuteman Towing, Inc., and/or Minuteman Spill Response, Inc.

Paisley provided similar testimony with regard to persons who would not lawfully qualify for health insurance through Bolus Truck Parts and Towing. Persons who occasionally perform services on an as-needed basis for Bolus Truck Parts and Towing and do not perform forty-hour-per-week employee job functions would not lawfully qualify for health insurance through Bolus

Truck Parts and Towing.

According to Paisley, another person who provided legal services of a limited nature to Bolus Truck Parts and Towing and actually wrote checks back to Bolus Truck Parts and Towing to pay for health insurance, but was compensated only as a traditional lawyer, based on fee billings, would not lawfully qualify for health insurance through Bolus Truck Parts and Towing.

Lastly, according to Paisley, another person not a forty-hour-per-week employee of Bolus Truck Parts and Towing who claimed that he/she periodically took mail from the business owner's house to Bolus Truck Parts and Towing's office and who, occasionally but not every day, performed some filing and data entry and who was not paid as a forty-hour-per-week employee, would not lawfully qualify for health insurance through Bolus Truck Parts and Towing.

Candace Opachinski testified that she is the individual products and CHIP supervisor of enrollment and billing for Blue Cross of Northeastern Pennsylvania. She testified that the Special Care Program is an income-based health insurance product and that, in 2013, for a family of two persons, the income in the household would have to be less than \$28,694.00, and that in order to qualify for the program at all, a person would have to reside within the counties of Tioga, Bradford, Susquehanna, Clinton, Lycoming, Sullivan, Wyoming, Luzerne, Lackawanna, Wayne, Pike, Monroe or Carbon. Residency outside one of those thirteen Pennsylvania counties is an absolute disqualification from the Special Care Program.

Opachinski also testified that, according to the contractual underwriter requirements for this program, in order to be covered as an employee, a person had to perform services in the regular course of business of the policyholder, work a minimum of thirty hours per week, receive wages or salary in accordance with the Pennsylvania Minimum Wage Laws, and be reported on

federal and/or state payroll tax.

Opachinski also testified that, if an insured moved out of the thirteen Pennsylvania counties and actually lived outside of the state, any claims submitted by or through that person would be fraudulent.

When the witness was shown documents showing that Sophie Gregory lived out of state, she testified that Sophie Gregory was ineligible for Special Care coverage and that any claims submitted by or through her under the Special Care Program were fraudulent.

Opachinski testified that Christina Gregory could not have qualified for CHIP coverage through Sophie Gregory since Sophie Gregory was not a resident of one of the thirteen counties and that Christina could not qualify through Robert Bolus, since he was neither a parent nor a step-parent.

Opachinski testified that if Christina Gregory did not qualify as an employee of Bolus Truck Parts and did not receive payment from Bolus Truck Parts, she would not be eligible to be insured under Bolus Truck Parts.

It is clear through the investigation that some portion/s of the assets owned by the individual defendants and the corporate defendants came to those entities as a result of their several violations of the Crimes Code of the Commonwealth of Pennsylvania.

RECOMMENDATION OF CHARGES

Based on the evidence that we have obtained and considered, which establishes a *prima facie* case, we, the members of the Thirty-Sixth Statewide Investigating Grand Jury, recommend that the Attorney General, or her designee, institute criminal proceedings against the following individuals and entities and charge them with the following offenses:

INSURANCE FRAUD AND RELATED OFFENSES:

Brian Bolus; Minuteman Towing Inc.; Minuteman Spill Response, Inc.; Julie A. Bolus; Debra A. Bolus; Robert C. Bolus, Jr.; Robert Bolus, Sr.; Sophie Gregory; Bolus Truck Parts and Towing, an Unincorporated Association; Key Brockway, Inc., the owner of the fictitious name Bolus Truck Parts and Key Sales and Center, Inc.

Insurance Fraud	18 Pa. C. S. A. 4117 (a) (2)
Insurance Fraud	18 Pa. C. S. A. 4117 (a) (3)
Insurance Fraud	18 Pa. C. S. A. 4117 (a) (5)
Insurance Fraud	18 Pa. C. S. A. 4117 (b) (4)
Criminal Conspiracy	18 Pa. C. S. A. 903 (a) (1) (2)
Theft by Deception	18 Pa. C. S. A. 3922 (a) (1) (2) (3)
Corrupt Organizations	18 Pa. C. S. A. 911 (b) (3)
Corrupt Organizations	18 Pa. C. S. A. 911 (b) (4)
Dealing in Proceeds of Unlawful Activities	
	18 Pa. C. S. A. 5111 (a) (1) (2)
Criminal Use of a Communication Facility	
	18 Pa. C. S. A. 7512 (a)

ENVIRONMENTAL CRIMES AND RELATED OFFENSES:

Brian Bolus:

Unlawful conduct, 35 P.S. § 691.611
Unlawful conduct, 35 P.S. § 6018.610(1)
Unlawful conduct, 35 P.S. § 6018.610(4)
Criminal conspiracy, 18 Pa.C.S.A. § 903(a)

Corrupt organizations, 18 Pa.C.S.A. § 911(b)(3)(4)

Theft by unlawful taking or disposition, 18 Pa.C.S.A. § 3921(a)

Theft by deception, 18 Pa.C.S.A. § 3922(a)(1)

Receiving stolen property, 18 Pa.C.S.A. § 3925(a)

Deceptive or fraudulent business practices, 18 Pa.C.S.A. § 4107(a)(6)

Unlawful use of a computer, 18 Pa.C.S.A. § 7611(a)(1)

Minuteman Environmental Services, Inc.

Unlawful conduct, 35 P.S. § 691.611

Unlawful conduct, 35 P.S. § 6018.610(1)

Unlawful conduct, 35 P.S. § 6018.610(4)

Corrupt organizations, 18 Pa.C.S.A. § 911(b)(3)(4)

Theft by unlawful taking or disposition, 18 Pa.C.S.A. § 3921(a)

Theft by deception, 18 Pa.C.S.A. § 3922(a)(1)

Receiving stolen property, 18 Pa.C.S.A. § 3925(a)

Deceptive or fraudulent business practices, 18 Pa.C.S.A. § 4107(a)(6)

Unlawful use of a computer, 18 Pa.C.S.A. § 7611(a)(1)