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12
13 **UNITED STATES DISTRICT COURT**
DISTRICT OF NEVADA

14 UNITED STATES OF AMERICA,

15 Plaintiff,

16 v.

17
18 RYAN HEE; and VDA OC, LLC, formerly
19 ADVANTAGE ON CALL, LLC,

20 Defendants.

CRIMINAL INDICTMENT

Case No. *98*

VIOLATION:

Conspiracy in Restraint of Trade
(15 U.S.C. § 1)

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23
24

1 **The Grand Jury charges that at all times relevant to this Indictment:**

2 COUNT ONE
3 Conspiracy in Restraint of Trade
4 (15 U.S.C. § 1)

4 **BACKGROUND**

5 1. The Clark County School District (“CCSD”) was the nation’s fifth-largest school
6 district and educated over 300,000 students annually in Clark County, Nevada. CCSD provided
7 specialized services and nursing care for medically fragile students, that is, students with
8 medically complex needs. CCSD contracted with private healthcare staffing companies to
9 provide its students with the necessary specialized nursing care.

10 2. In 2013, CCSD announced a Request for Proposal (“RFP”) inviting companies to
11 submit proposals to provide nurse staffing services to support students with complex medical
12 needs at schools throughout the district. The RFP was titled “Contract Nursing Services for
13 Medically Fragile Students: RFP 13086 RMH” (“RFP 13086 RMH”). Under RFP 13086 RMH,
14 the nurses that the selected staffing companies would assign to work at CCSD were to provide
15 care and perform specialized health procedures for medically fragile students. The nurses would
16 provide constant care to medically fragile students, including during classroom time, traveling
17 the hallways, bus rides, meals, field trips, and other school-based activities.

18 **DEFENDANTS AND CO-CONSPIRATORS**

19 3. From as early as 2011 until in or around July 2017, ADVANTAGE ON CALL,
20 LLC (“AOC”) was a limited liability company incorporated in the State of Ohio that provided
21 contract healthcare staffing services in several states, including from its branch office in Las
22 Vegas, Nevada. AOC employed healthcare personnel, including nurses, and assigned them to
23 facilities with which the company had contracted to provide staffing services. In or around July
24 2017, AOC changed its name on file with the State of Ohio to VDA OC, LLC.

1 4. Defendant Ryan HEE was a United States citizen, residing in Las Vegas, Nevada.
2 HEE was employed as a Regional Manager by AOC in its Las Vegas office, and was responsible
3 for managing the office's hiring of nurses and developing new customers that needed nurse
4 staffing services in Nevada, Arizona, and Utah.

5 5. Company A was a corporation that provided contract healthcare staffing services
6 in several states, including from its branch office in Las Vegas, Nevada. Company A employed
7 healthcare personnel, including nurses, and assigned them to facilities with which Company A
8 had contracted to provide staffing services.

9 6. Company A employed as an Account Manager Individual 1, who was responsible
10 for managing the company's Las Vegas office's recruitment and staffing of nurses at the
11 company's clients, including hospitals, schools, and other facilities, in Southern Nevada.

12 7. AOC competed with Company A in the Southern Nevada area to provide contract
13 healthcare staffing services. AOC also competed with Company A to attract, hire, and retain
14 healthcare personnel, including nurses.

15 8. On August 19, 2013, AOC entered into an agreement with CCSD to provide
16 contract nursing services under RFP 13086 RMH. On August 29, 2013, Company A also
17 entered into an agreement with CCSD to supply contract nursing services under RFP 13086
18 RMH.

19 9. AOC and Company A were the two primary providers of contract nurses to
20 CCSD through their respective contracts awarded under RFP 13086 RMH and periodic
21 amendments extending the contractual agreements.

22 10. Another corporation and individuals, not made defendants in this Indictment,
23 participated as co-conspirators in the offense charged herein and performed acts and made
24 statements in furtherance thereof.

1 emailed Individual 1, stating “Per our conversation, we will not recruit any of your active CCSD
2 nurses.”;

3 b. agreed during those conversations and communications to allocate nurses
4 between AOC and Company A by agreeing not to recruit or hire each other’s nurses assigned to
5 CCSD—for example, on or about October 21, 2016, in response to HEE’s email described
6 above, Individual 1 wrote, “Agreed on our end as well. I am glad we can work together through
7 this, and assure that we will not let the field employees run our businesses moving forward.”;

8 c. agreed during those conversations and communications that, if an AOC or
9 Company A nurse assigned to CCSD sought employment with the other company, the other
10 company would notify the employing company immediately and would not discuss employment
11 with that nurse;

12 d. agreed during those conversations and communications to refuse to
13 negotiate any further wage increase with their nurses assigned to CCSD—for example, in the
14 email described above, HEE stated, “If anyone threatens us for more money, we will tell them to
15 kick rocks!”;

16 e. instructed certain Company A employees not to recruit or hire a co-
17 conspirator company’s nurses assigned to CCSD;

18 f. refrained from recruiting or hiring each other’s nurses assigned to CCSD;
19 and

20 g. refused to negotiate a pay-rate increase with at least one nurse assigned to
21 CCSD with the knowledge that the nurse would not be able to negotiate a higher rate from the
22 other company—specifically, on or about March 24, 2017, in response to a nurse’s request for a
23 pay increase, Individual 1 instructed his subordinate, “tell [the nurse] no” and “plus Advantage
24 On-Call and us have a deal not to poach nurses.”

TRADE AND COMMERCE

15. The business activities of AOC and Company A that are the subject of this Indictment were within the flow of, and substantially affected, interstate trade and commerce.

For example,

a. the payments that CCSD made to AOC and to Company A for the services rendered by their respective nurses traveled in interstate trade and commerce;

b. the payments that AOC and Company A made to their respective nurses traveled in interstate trade and commerce;

c. the payments that CCSD made to AOC and to Company A for the services rendered by their respective nurses were funded in substantial part by the State of Nevada. The State of Nevada funding included a substantial portion of federal funding from Medicaid, managed through the federal Centers for Medicare and Medicaid Services, a federal agency based in Baltimore County, Maryland and part of the United States Department of Health and Human Services; and

d. both AOC and Company A employed healthcare workers, including nurses, in multiple states.

ALL IN VIOLATION OF TITLE 15, UNITED STATES CODE, SECTION 1.

DATED this 30th day of March, 2021.

A TRUE BILL:

/S/
FOREPERSON OF THE GRAND JURY

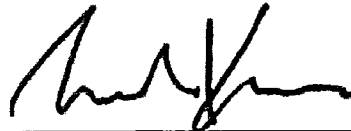
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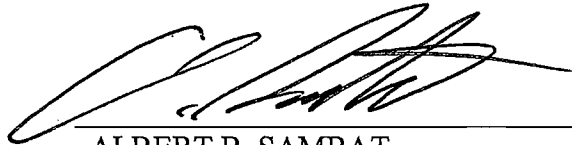
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