

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 22-60111-CR-SMITH  
CASE NO. 22-60118-CR-SMITH**

**UNITED STATES OF AMERICA**

**v.**

**JOHANAH NAPOLEON,**

**Defendant.**

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**PLEA AGREEMENT**

The Office of the United States Attorney for the Southern District of Florida ("the United States") and **JOHANAH NAPOLEON** ("the defendant") enter into the following agreement:

1. The defendant agrees to plead guilty to Count 1 of the information in Case No. 22-60111-Cr-Smith, which count charges the defendant with conspiracy to commit health care fraud and wire fraud, in violation of Title 18, United States Code, Section 1349. The defendant also agrees to plead guilty to Count 1 of the information in Case No. 22-60118-Cr-Smith, which count charges the defendant with wire fraud, in violation of Title 18, United States Code, Section 1343.

2. The defendant is aware that the sentence will be imposed by the court after considering the Federal Sentencing Guidelines and Policy Statements (hereinafter "Sentencing Guidelines"). The defendant acknowledges and understands that the court will compute an advisory sentence under the Sentencing Guidelines and that the applicable guidelines will be determined by the court relying in part on the results of a Pre-Sentence Investigation by the court's probation office, which investigation will commence after the guilty plea has been entered. The defendant is also aware that, under certain circumstances, the court may depart from the advisory

sentencing guideline range that it has computed and may raise or lower that advisory sentence under the Sentencing Guidelines. The defendant is further aware and understands that the court is required to consider the advisory guideline range determined under the Sentencing Guidelines but is not bound to impose that sentence; the court is permitted to tailor the ultimate sentence in light of other statutory concerns, and such sentence may be either more severe or less severe than the Sentencing Guidelines' advisory sentence. Knowing these facts, the defendant understands and acknowledges that the court has the authority to impose any sentence within and up to the statutory maximum authorized by law for the offense identified in paragraph 1 and that the defendant may not withdraw the plea solely as a result of the sentence imposed.

3. As to Count 1 of the respective informations, the defendant also understands and acknowledges that the court may impose a statutory maximum term of imprisonment of up to twenty years, to be followed by a three-year term of supervised release. In addition to a term of imprisonment, the court may impose a fine of up to \$250,000 or a fine not more than the greater of twice the gross gain or twice the gross loss from the offense.

4. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraph 3 of this agreement, a special assessment in the amount of \$200 will be imposed on the defendant. The defendant agrees that any special assessment imposed shall be paid at the time of sentencing.

5. The Office of the United States Attorney for the Southern District of Florida (hereinafter "Office") reserves the right to inform the court and the probation office of all facts pertinent to the sentencing process, including all relevant information concerning the offenses committed, whether charged or not, as well as concerning the defendant and the defendant's

background. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this agreement, this Office further reserves the right to make any recommendation as to the quality and quantity of punishment.

7. The United States and the defendant agree that, although not binding on the probation office or the court, they will jointly recommend that the court make the following findings and conclusions as to the sentence to be imposed:

a. Base Offense Level: That under Section 2B1.1 (a)(1) of the Sentencing Guidelines, the base offense level is 7;

b. Amount of Loss: That under Section 2B1.1(b)(1)(I) of the Sentencing Guidelines, the aggregate actual loss or intended loss resulting from the defendant's conduct in the information is more than \$1,500,000 and less than \$3,500,000;

c. Role in the Offense: That under Sections 3B1.1(c), defendant was an organizer, manager, and leader of the offense; and

d. Acceptance of Responsibility: That under Section 3E1.1 of the Sentencing Guidelines, the Sentencing Guideline level applicable to defendant's offense should be reduced by 3 levels based on the defendant's recognition and affirmative and timely acceptance of personal responsibility. However, the United States will not be required to make this sentencing recommendation if the defendant: (1) fails or refuses to make full, accurate and complete disclosure to the probation office of the circumstances surrounding the relevant offense conduct; (2) is found to have misrepresented facts to the government prior to entering this plea agreement; or (3) commits any misconduct after entering into this plea agreement, including but not limited to, committing a state or federal offense, violating any term of release, or making false statements

or misrepresentations to any governmental entity or official, including the United States Probation Office.

8. This Office agrees not to seek any additional enhancements provided under Chapter 2, Part B, or under Chapter 3, Parts B or C, of the Sentencing Guidelines, other than as noted in Paragraphs 7(a) through 7(d) above. The parties agree, however, that, if the Probation Office recommends any additional enhancements or reductions not included in Paragraphs 7(a) through 7(d), they may make representations to the Court regarding the facts underlying such a recommendation.

9. The defendant agrees, in an individual and any other capacity, to forfeit to the United States, voluntarily and immediately, any right, title, and interest to any property, real or personal, which constitutes or is derived from proceeds traceable to the commission of the offenses, in violation of 18 U.S.C. § 1349, pursuant to 18 U.S.C. § 981(a)(1)(C), as incorporated by 28 U.S.C. § 2461(c), and the provisions of 21 U.S.C. § 853. In addition, the defendant agrees to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p). The property subject to forfeiture includes but is not limited to: (a) a forfeiture money judgment in the sum of approximately \$250,000.00 in U.S. currency, which sum represents the value of the property subject to forfeiture, in Case No. 22-60111-Cr-Smith; and (b) a forfeiture money judgment in the sum of approximately \$3,205,414.00 in U.S. currency, which sum represents the value of the property subject to forfeiture, in Case No. 22-60118-Cr-Smith.

10. In lieu of forfeiture of any specific property by the United States, the Parties hereby agree that the defendant shall remit to the United States two lump sum payments in the amounts of \$250,000.00 in Case No. 22-60111-Cr-Smith and within \$3,205,414.00 in Case No. 22-60118-

Cr-Smith within 90 days of the entry of the Plea Agreement (the "Payments"). The defendant agrees to the final forfeiture of the Payments, and upon receipt of the Payments, all right, title, and interest in the Payment shall vest in the United States.

11. The defendant agrees to sign an affidavit under penalty of perjury attesting that the Payments are derived from a legitimate source and agrees to attach proof of the source of funds to such affidavit within 180 days of the Court's approval of the Agreement.

12. If the Payments are not remitted to the United States within 180 days of the entry of the Plea Agreement or the affidavit described in the paragraph above is not provided to the United States within 180 days of the Court's approval of the entry of the Plea Agreement, the defendant consents to the forfeiture any specific property belonging to her up to the amount of \$3,455,414.00, and defendant further agrees that such property may be sold by the United States Marshals Service.

13. The Parties agrees that the Payments shall be applied in full satisfaction of the Defendant's forfeiture money judgments.

14. The defendant hereby agrees that she will not take any action to encumber, transfer, dispose of or cloud the title to any real property belonging to her without approval of the United States, until the Payment is made. The Petitioner further agrees that she shall continue to be responsible for all real property taxes, liens, and other claims and encumbrances against such real property until the Payment is made.

15. The Parties further agree that the Payments shall be made via Electronic Funds Transfer to the United States Marshals Service, with further instruction to be provided by the United States Attorney's Office.

16. The defendant further agrees that forfeiture is independent of any assessment, fine, cost, restitution, or penalty that may be imposed by the Court. The defendant knowingly and voluntarily agrees to waive all constitutional, legal, and equitable defenses to the forfeiture, including excessive fines under the Eighth Amendment to the United States Constitution. In addition, the defendant agrees to waive: any applicable time limits for administrative or judicial forfeiture proceedings, the requirements of Fed. R. Crim. P. 32.2 and 43(a), and any appeal of the forfeiture.

17. The defendant also agrees to fully and truthfully disclose the existence, nature and location of all assets in which the defendant has or had any direct or indirect financial interest or control, and any assets involved in the offenses of conviction. The defendant agrees to take all steps requested by the United States for the recovery and forfeiture of all assets identified by the United States as subject to forfeiture. This includes, but is not limited to, the timely delivery upon request of all necessary and appropriate documentation to deliver good and marketable title, consenting to all orders of forfeiture, and not contesting or impeding in any way with any criminal, civil or administrative forfeiture proceeding concerning the forfeiture.

18. In furtherance of the satisfaction of a forfeiture money judgment entered by the Court in this case, Defendant agrees to the following:

- a. submit a financial statement to the Offices upon request, within 14 calendar days from the request;
- b. maintain any asset valued in excess of \$10,000, and not sell, hide, waste, encumber, destroy, or otherwise devalue such asset without prior approval of the United States;
- c. provide information about any transfer of an asset valued in excess of \$10,000

since the commencement of the offense conduct in this case to date;

d. cooperate fully in the investigation and the identification of assets, including liquidating assets, meeting with representatives of the United States, and providing any documentation requested; and

e. notify, within 30 days, the Clerk of the Court for the Southern District of Florida and the Offices of: (i) any change of name, residence, or mailing address, and (ii) any material change in economic circumstances.

19. Defendant further understands that providing false or incomplete information about assets, concealing assets, making materially false statements or representations, or making or using false writings or documents pertaining to assets, taking any action that would impede the forfeiture of assets, or failing to cooperate fully in the investigation and identification of assets may be used as a basis for: (i) separate prosecution, including, under 18 U.S.C. § 1001; or (ii) recommendation of a denial of a reduction for acceptance of responsibility pursuant to the United States Sentencing Guidelines § 3E1.1.

20. The defendant is aware that the sentence has not yet been determined by the court. The defendant also is aware that any estimate of the probable sentencing range or sentence that the defendant may receive, whether that estimate comes from the defendant's attorney, the government, or the probation office, is a prediction, not a promise, and is not binding on the government, the probation office, or the court. The defendant understands further that any recommendation that the government makes to the court as to sentencing, whether pursuant to this agreement or otherwise, is not binding on the court and the court may disregard the recommendation in its entirety. The defendant understands and acknowledges, as previously

acknowledged in paragraph 3 above, that the defendant may not withdraw his/her plea based upon the court's decision not to accept a sentencing recommendation made by the defendant, the government, or a recommendation made jointly by both the defendant and the government.

21. This is the entire agreement and understanding between the United States and the defendant. There are no other agreements, promises, representations, or understandings.

Date: 11/18/22

By:   
CHRISTOPHER J. CLARK  
ASSISTANT U.S. ATTORNEY

Date: 11-21-22

By:   
JOEL DEFABIO, ESQ.  
ATTORNEY FOR DEFENDANT

Date: 11-21-22

By:   
JOHANNAH NAPOLEON  
DEFENDANT



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

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**FACTUAL BASIS IN SUPPORT OF PLEA**

The United States hereby files this factual basis in support of the change of plea of defendant **JOHANAH NAPOLEON**. In support thereof, the government asserts the following facts:

*Case No. 22-60111-Cr-Smith*

Palm Beach School of Nursing, LLC (Palm Beach School of Nursing) was a limited liability company incorporated under the laws of the State of Florida on or about April 11, 2016, with its principal address located in Lake Worth, Florida. Palm Beach School of Nursing was licensed by the Florida Board of Nursing as a nursing education program on or about June 22, 2012. Palm Beach School of Nursing's license was terminated on or about May 2, 2017, due to the low passage rate of its graduates.

Defendant Johanah Napoleon was a resident of West Palm Beach County, Florida, and the President of Palm Beach School of Nursing.

Nursing School 1 was incorporated under the laws of the State of Virginia on or about July 2007. Nursing School 1 was licensed by the Virginia Board of Nursing in or around July 2008.

In or around June 2013, Nursing School 1's license was terminated by the Virginia Board of Nursing due to the low passage rates of its graduates.

Company 1 was a limited liability company incorporated under the laws of the District of Columbia on or about August 3, 2011.

Patrick Nwaokwu, a resident of Maryland, was an instructor at Nursing School 1 in Virginia and the owner of Company 1. Nwaokwu was the signatory on multiple bank accounts, including an account at Bank 1 in the name of Company 1 ending in -0980 (Bank 1-0980). Bank 1-0980 was opened in or around November 2014, with a mailing address in Washington, DC. In or around May 2019, Nwaokwu changed the address on Bank 1-0980 to an address in Laurel, Maryland.

Geralda Adrien was a resident of Broward County, Florida. Adrien was the signatory on several bank accounts, including an account at Bank 1 in Adrien's name ending in -3677 (Bank 1-3677).

The New York State Education Department (NYSED) was the department of the New York state government responsible for all applications and licensure of medical professionals, including RNs and LPNs.

Beginning in or around 2018, Johanah Napoleon, Patrick Nwaokwu, and Geralda Adrien sold false and fraudulent diplomas and educational transcripts which falsely represented that the purchasers of the documents had completed the necessary courses and/or clinical training to obtain nursing degrees when, in fact, the purchasers had never completed the necessary courses and/or clinical training.

Patrick Nwaokwu, who resided in Maryland, targeted prospective purchasers, and told them that he could help them obtain nursing degrees and licenses. Nwaokwu stated that he was

affiliated with Palm Beach School of Nursing, which he explained was a nursing school in Florida, and purchasers would receive degrees from Palm Beach School of Nursing. Nwaokwu generally charged \$17,000 for RN degrees and \$10,000 for LPN degrees.

As part of the scheme, Patrick Nwaokwu directed purchasers to complete certain forms, including an application for Palm Beach School of Nursing. Nwaokwu instructed purchasers not to complete the dates on the application forms because the dates would be added in Florida and back-dated to make it appear as though the student had been part of a previous graduating class—a class that graduated in or before December 2019, which was the date of the last graduating class of the Palm Beach School of Nursing.

In addition, Patrick Nwaokwu directed purchasers to complete applications for licensure to be submitted to the NYSED, which asked for information about the applicant and the applicant's nursing education and degree(s). Nwaokwu instructed purchasers to list Palm Beach School of Nursing and to leave the dates of graduation blank, as the dates would be added in Florida.

Patrick Nwaokwu then mailed and caused others to mail these false and fraudulent application forms and documents to Johanah Napoleon and Geralda Adrien in Florida, including by sending them using the United States Postal Service.

Johanah Napoleon, Geralda Adrien, and others then added false and incorrect dates to these fraudulent application forms. Napoleon, Adrien, and others also created false and fraudulent diplomas and educational transcripts, all of which falsely represented that the purchasers of the documents had completed the necessary courses and/or clinical training to obtain nursing degrees (collectively, the false and fraudulent documents).

Johanah Napoleon, Geralda Adrien, and others then mailed and caused others to mail, by United States Postal Service, the false and fraudulent documents back to Patrick Nwaokwu to be

provided to the purchasers. Napoleon, Adrien, and others also mailed and caused others to mail, by United States Postal Service, the false and fraudulent documents to the purchasers and to state licensing agencies, including the NYSED, on behalf of the purchasers.

Using the false and fraudulent documents, including continuing education certifications, Johanah Napoleon, Geralda Adrien, Patrick Nwaokwu, and others assisted the purchasers of the false and fraudulent documents to obtain fraudulent nursing licenses from state licensing agencies, and ultimately employment in the healthcare field.

In furtherance of the scheme, Patrick Nwaokwu caused purchasers to submit payment for the false and fraudulent documents via cash, check, or electronic wire transfer.

Patrick Nwaokwu used a portion of the purchaser's funds to pay Gerald Adrien and Johanah Napoleon for providing false and fraudulent documents in furtherance of the scheme. Specifically, Nwaokwu (a) wired and caused others to wire money to Adrien via interstate electronic funds transfer; and (b) mailed and caused others to mail, by the United States Postal Service, checks to Adrien. Nwaokwu provided these funds to Adrien as payment for Adrien and Johanah Napoleon providing false and fraudulent documents from Palm Beach School of Nursing.

Geralda Adrien and Johanah Napoleon agreed that Adrien would accept funds from Patrick Nwaokwu on behalf of both Napoleon and Adrien. After receiving the fraudulently obtained proceeds from Nwaokwu, Adrien shared these funds with Napoleon, often by providing Napoleon with cash.

On or about January 28, 2020, in the District of Maryland and elsewhere, Johanah Napoleon, for the purpose of executing and attempting to execute the scheme to defraud, did knowingly transmit and cause to be transmitted by means of wire communication, in interstate and foreign commerce, writings, signs, signals, pictures, and sounds—to wit, on or about January 28,

2020, Napoleon caused to be transmitted an interstate wire transfer of approximately \$5,000 from Patrick Nwaokwu in Maryland, using Bank 1-0980, to Geralda Adrien in Florida, using Bank 1-3677.

Johanah Napoleon, Geralda Adrien, Nwaokwu, and others used the proceeds of the fraud for their personal use and benefit, and to further the fraud. Nwaokwu paid Napoleon \$5,000 for each diploma and transcript she provided to him. Napoleon processed at least 50 students. As a result, Napoleon personally obtained at least \$250,000.00 because of the offense to which she is pleading guilty in Case No. 22-60111.

*Case No. 22-60118-Cr-Smith*

Palm Beach School of Nursing, LLC (Palm Beach School of Nursing) was a limited liability company incorporated under the laws of the State of Florida on or about April 11, 2016, with its principal address located at 1110 6th Avenue S, Lake Worth, Florida. Palm Beach School of Nursing was licensed by the Florida Board of Nursing as a nursing education program on or about June 22, 2012. Palm Beach School of Nursing's license was terminated on or about May 2, 2017, due to the low passage rate of its graduates.

Quisqueya School of Nursing LLC (Quisqueya) was a limited liability company incorporated under the laws of the State of Florida on or about February 26, 2014. Quisqueya was licensed by the Florida Board of Nursing as a nursing education program on or about December 9, 2013. Quisqueya's license remains active, but it was placed on probationary status due to the low passage rate of its graduates.

PowerfulU Healthcare Services LLC (PowerfulU) was a limited liability company incorporated under the laws of the State of Florida on or about November 17, 2014, located at 3601 W. Commercial Blvd., Suites 14 and 15, Fort Lauderdale, Florida. On its public Facebook

page, PowerfulU advertised itself as a group of nurses and doctors wanting to empower men and women by helping them to become health care providers.

Docu-Flex & More LLC (Docu-Flex) was a limited liability company incorporated under the laws of the State of Florida on or about February 13, 2020, located at 3601 W. Commercial Blvd., Suites 14 and 15, Fort Lauderdale, Florida.

CEUfast, Inc., a company based in Lake City, Florida, was accredited as a provider of continuing nursing education by the American Nurses Credentialing Center's Commission on Accreditation. CEUfast, Inc.'s services were accessible via the internet at ceufast.com.

The New York State Education Department (NYSED) was the department of the New York state government responsible for all applications and licensure of medical professionals, including RNs and LPNs.

Defendant Johanah Napoleon, a resident of West Palm Beach County, was the President of Palm Beach School of Nursing and Manager of Quisqueya.

Geralda Adrien, a resident of Broward County, was the President of PowerfulU and Manager of Docu-Flex.

Woosvelt Predestin, a resident of Broward County, was an employee of PowerfulU and Docu-Flex.

Johanah Napoleon, Geralda Adrien, Woosvelt Predestin, and others sold false and fraudulent diplomas and educational transcripts which falsely represented that the purchasers of the documents had completed the necessary courses and/or clinical training to obtain nursing degrees when in fact the purchasers had never completed the necessary courses and/or clinical training.

Geralda Adrien, Woosvelt Predestin, and others completed required online continuing

education courses from CEUfast, Inc. on behalf of the purchasers and transmitted the ensuing certificates of completion to state accreditation agencies by means of wire communication in interstate and foreign commerce.

Johanah Napoleon, Geralda Adrien, Woosvelt Predestin, and others mailed and caused others to mail, by United States Postal Service, fake diplomas, transcripts, and other false and fraudulent documents to the purchasers and to state licensing agencies, including the NYSED, on behalf of the purchasers.

In furtherance of the conspiracy, Geralda Adrien, Woosvelt Predestin, and others caused the purchasers to transmit identification documents supporting their licensing applications and to make electronic payments to defendants by means of interstate wire communication for providing the false and fraudulent diplomas and other licensing documents.


Using the false and fraudulent continuing education certifications, diplomas, transcripts, and other fraudulent documents, Johanah Napoleon, Geralda Adrien, Woosvelt Predestin, and others assisted the purchasers of the false and fraudulent documents to obtain fraudulent nursing licenses from state licensing agencies, and ultimately employment in the healthcare field.

Johanah Napoleon, Geralda Adrien, Woosvelt Predestin, and others used the proceeds of the fraud for their personal use and benefit, and to further the fraud. A review bank records for accounts controlled by Napoleon, for which she was the only authorized signer (collectively, the "Napoleon Accounts") show that: there were approximately \$865,100 in deposits into the Napoleon Accounts from bank accounts tied to recruiters and their businesses; there were approximately \$736,104 in deposits into the Napoleon Accounts directly from students; and there \$420,830.00 in cash deposits into the Napoleon Accounts. Further, Napoleon admits that she obtained at least \$1,183,380.00 in exchange for processing students with Adrien. As a result,

Napoleon personally obtained at least \$3,205,414 because of the offense to which she is pleading guilty in Case No. 22-60118.

The above-described facts serve only as a summary of the testimony were this case to proceed to trial and are not intended to be an exhaustive account of all the information available to the Government concerning the offenses charged in Case Nos. 22-60111 and 22-60118.

Date: 11/18/22

By:   
CHRISTOPHER J. CLARK  
ASSISTANT U.S. ATTORNEY

Date: 11-21-22

By:   
JOEL DEFABIO, ESQ.  
ATTORNEY FOR DEFENDANT

Date: 11-21-22

By:   
JOHANAH NAPOLEON  
DEFENDANT