



administer the Blue Cross prescription drug program.

(e) Thorndale Pharmacy was an enrolled provider of pharmacy services to Blue Cross and was eligible for reimbursement for covered prescription drugs that were dispensed.

(f) As an enrolled provider of prescription drugs to Blue Cross subscribers, Thorndale Pharmacy was required to submit certain information to Prime Therapeutics for each reimbursement claim. Required claim information included: the subscriber's name; his/her subscriber insurance number; the date the prescription was filled; a National Drug Code number identifying the product/drug dispensed; the metric quantity of prescription drug dispensed; the charge for each prescription provided; and the pharmacy/provider's assigned provider number or tax identification number.

(g) The specific dollar amount (if any) that Blue Cross would pay on any claim submitted by enrolled providers of prescription drugs depended on certain criteria, including that the drug must have been dispensed and distributed.

(h) Individual A was a Thorndale Pharmacy customer insured by Blue Cross Blue Shield of Illinois, who purchased prescription medication from Thorndale Pharmacy.

#### Medicare

(i) Medicare was a national health insurance program pursuant to Title 18 of the Social Security Act. The Centers for Medicare and Medicaid Services ("CMS") was a federal agency within the United States Department of Health and Human Services, which administered the Medicare program. Medicare provided free or below-cost health care

benefits to certain eligible beneficiaries.

(j) Medicare Part D helped pay for certain medically necessary prescription medication. Medicare Part D authorized payment for certain prescription medication provided to beneficiaries. Medicare Part D ordinarily would not pay for prescription medication not actually provided to beneficiaries.

(k) CMS utilized the services of third-party private prescription drug plan sponsors to administer Medicare Part D claims.

(l) Medco Health Solutions, Inc.'s ("Medco") Medco Medicare Prescription Plan was one of the private prescription drug plan sponsors utilized by CMS.

(m) As a Medicare Part D provider, Thorndale Pharmacy was required to submit certain information to third-party private prescription drug plan sponsors like Medco for reimbursement claims. Required claim information included: the subscriber's name; his/her Medicare number; the date the prescription was filled; a National Drug Code number identifying the product/drug dispensed; the metric quantity of prescription drug dispensed; the charge for each prescription provided; and the pharmacy/provider's assigned provider number.

(n) Individual B was a Thorndale Pharmacy customer insured by Medicare and enrolled in the Medco Medicare Prescription Plan who purchased prescription medication from Thorndale Pharmacy.

2. Beginning no later than January 1, 2007 and continuing until at least April 1, 2009, at Chicago, in the Northern District of Illinois, Eastern Division and elsewhere,

JAY HAMMERMAN

defendant herein, knowingly and intentionally devised and participated in a scheme to defraud health care benefit programs within the meaning of Title 18, United States Code, Section 24(b), including Medicare, Medicaid, Blue Cross Blue Shield of Illinois, Blue Cross Blue Shield of Minnesota, Health Net, Humana Inc., and CVS Caremark Corporation, and to obtain, by means of materially false and fraudulent pretenses, representations and promises, money owned by, and under the custody and control of, such health care benefit programs, in connection with the delivery of and payment for health care benefits, items, and services, which scheme is further described in the following paragraphs.

3. It was part of the scheme that from no later than January 1, 2007 and continuing until at least April 1, 2009, defendant JAY HAMMERMAN caused fraudulent claims for prescription medication to be submitted to health care benefit programs, in that defendant HAMMERMAN falsely represented and caused to be represented that Thorndale Pharmacy had dispensed certain prescription medication to health care benefit program subscribers, when in fact Thorndale Pharmacy had not dispensed the prescription medications to the subscribers. By causing these false and fraudulent claims to be submitted, defendant HAMMERMAN caused health care benefit programs to pay Thorndale Pharmacy no less than approximately \$200,000 for prescription medication never dispensed to subscribers.

4. It was part of the scheme that defendant JAY HAMMERMAN submitted or

caused to be submitted approximately twenty-three fraudulent claims to Prime Therapeutics, in which he falsely represented and caused to be represented that prescription medication, including Prezista<sup>®</sup>, had been dispensed by Thorndale Pharmacy to Individual A, knowing that medication had not been dispensed to Individual A. By submitting and causing to be submitted these false and fraudulent claims, defendant HAMMERMAN caused Blue Cross, through Prime Therapeutics, to remit to Thorndale Pharmacy approximately \$14,502.91 for prescription medication never dispensed.

5. It was part of the scheme that defendant JAY HAMMERMAN submitted or caused to be submitted approximately fifteen fraudulent claims to Medco, in which he falsely represented and caused to be represented that prescription medication, including Aptivus<sup>®</sup> had been dispensed by Thorndale Pharmacy to Individual B, knowing that medication had not been dispensed to Individual B. By submitting and causing to be submitted these false and fraudulent claims, defendant HAMMERMAN caused Medicare, through Medco, to remit to Thorndale Pharmacy approximately \$6,120.76 for prescription medication never dispensed.

6. It was further part of the scheme that defendant JAY HAMMERMAN misrepresented, concealed, hid, and cause to be misrepresented, concealed, and hidden, the purposes of and acts done in furtherance of this scheme.

7. On or about January 19, 2007, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

JAY HAMMERMAN ,

defendant herein, knowingly and willfully executed and attempted to execute the above-described scheme by submitting and causing to be submitted to a health care benefit program, namely, Blue Cross Blue Shield of Illinois, through its third-party pharmacy benefit manager, Prime Therapeutics, LLC, a materially false and fraudulent claim; namely, a claim representing that Jay's Save Rite Thorndale Pharmacy, Inc. had dispensed Prezista to Individual A;

In violation of Title 18, United States Code, Sections 1347 and 2.

COUNT TWO

The UNITED STATES ATTORNEY further charges:

1. Paragraphs 1 through 6 of Count One are realleged as if fully restated herein.
2. On or about January 25, 2007, at Chicago, in the Northern District of Illinois,

Eastern Division, and elsewhere,

JAY HAMMERMAN ,

defendant herein, did knowingly and willfully execute and attempt to execute the above-described scheme by submitting and causing to be submitted to a health care benefit program, namely, Medicare, through its third-party pharmacy benefit manager, Medco Health Solutions, Inc., a materially false and fraudulent claim; namely, a claim representing that Jay's Save Rite Thorndale Pharmacy, Inc. had dispensed Aptivus to Individual B;

In violation of Title 18, United States Code, Sections 1347 and 2.

## FORFEITURE ALLEGATION

The UNITED STATES ATTORNEY further charges:

1. The United States Attorney realleges and incorporates here by reference the allegations of the aforementioned Information concerning health care fraud in violation of Title 18, United States Code, Section 1347, for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 982.

2. As a result of the violations of Title 18, United States Code, Section 1347 as alleged in the foregoing Information,

JAY HAMMERMAN,

defendant herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), any and all right, title and interest he may have in any property, real and personal, that constitutes and is derived, directly and indirectly, from gross proceeds traceable to the commission of the offense, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 982.

3. The interests of defendant HAMMERMAN subject to forfeiture pursuant to Title 18, United States Code, Section 982, that represent property constituting gross proceeds derived as a result of aforementioned violations include, but are not limited to, at least \$200,000.

4. If any of the forfeitable funds described above, as a result of any act or omission by the defendant:

- a. Cannot be located upon the exercise of due diligence;
- b. Has been transferred or deposited with a third party;

- c. Has been placed beyond the jurisdiction of the Court; or
- d. Has been commingled with other funds or property which cannot be divided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

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UNITED STATES ATTORNEY