

TO: Clerk's Office
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK



APPLICATION FOR LEAVE
TO FILE DOCUMENT UNDER SEAL

United States of America

-v.-

Aleah Mohammed, et al.

20-MJ-851

Docket Number

SUBMITTED BY: Plaintiff ___ Defendant ___ DOJ
Name: Trial Attorney Andrew Estes
Firm Name: U.S. Department of Justice
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Brooklyn, NY 11201
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INDICATE UPON THE PUBLIC DOCKET SHEET: YES ___ NO

If yes, state description of document to be entered on docket sheet:

MANDATORY CERTIFICATION OF SERVICE:

A.) ___ A copy of this application either has been or will be promptly served upon all parties to this action, B.) ___ Service is excused by 31 U.S.C. 3730(b), or by the following other statute or regulation: _____; or C.) This is a criminal document submitted, and flight public safety, or security are significant concerns. (Check one)

09/22/2020
DATE


SIGNATURE

A) If pursuant to a prior Court Order:
Docket Number of Case in Which Entered: _____
Judge/Magistrate Judge: _____
Date Entered: _____

B) If a new application, the statute, regulation, or other legal basis that authorizes filing under seal

Criminal complaint

**ORDERED SEALED AND PLACED IN THE CLERK'S OFFICE,
AND MAY NOT BE UNSEALED UNLESS ORDERED BY
THE COURT.**

DATED: Brooklyn, NEW YORK
09/22/2020
/s Roanne L. Mann

U.S. MAGISTRATE JUDGE

RECEIVED IN CLERK'S OFFICE 09/22/2020
DATE

JN/ABS:AE
F. #2018R01897

20-MJ-851

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

UNITED STATES OF AMERICA

TO BE FILED UNDER SEAL

- against -

COMPLAINT AND AFFIDAVIT IN
SUPPORT OF APPLICATION FOR
ARREST WARRANTS

ALEAH MOHAMMED,
also known as “Abby,”
ARIPHA MOHAMMED and
SHEJER EL MALIKI,
also known as “Shaggy,”

(T. 18, U.S.C., §§ 1028A, 1347, 1349,
1957, 2 and 3551 et seq.)

Defendants.

----- X

EASTERN DISTRICT OF NEW YORK, SS:

MEGHAN CALPIN, being duly sworn, deposes and states that she is a Special Agent with the Federal Bureau of Investigation (“FBI”), duly appointed according to law and acting as such.

In or about and between March 2019 and March 2020, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants ALEAH MOHAMMED, also known as “Abby,” ARIPHA MOHAMMED and SHEJER EL MALIKI, also known as “Shaggy,” together with others, did knowingly and intentionally conspire to execute and attempt to execute a scheme and artifice to defraud Medicare, a health care benefit program, and to obtain, by means of materially false and fraudulent pretenses, representations and promises, money and property owned by, and under the

custody and control of, Medicare, in connection with the delivery of and payment for health care benefits, items and services.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

In or about and between March 2019 and March 2020, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant ALEAH MOHAMMED, also known as “Abby,” together with others, did knowingly and willfully execute and attempt to execute a scheme and artifice to defraud the Medicare program and to obtain, by means of materially false and fraudulent pretenses, representations and promises, money and property owned by, and under the custody and control of, the Medicare program, in connection with the delivery of and payment for health care benefits, items and services.

(Title 18, United States Code, Sections 1347, 2 and 3551 et seq.)

In or about and between March 2019 and March 2020, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant ALEAH MOHAMMED, also known as “Abby,” together with others, during and in relation to the crimes charged herein, to wit: conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349, and health care fraud, in violation of Title 18, United States Code, Section 1347, did knowingly and intentionally transfer, possess and use, without lawful authority, means of identification of one or more other persons, knowing that the means of identification belonged to such other persons.

(Title 18, United States Code, Sections 1028A(a)(1), 1028A(b), 1028A(c)(5), 2 and 3551 et seq.)

In or about and between March 2019 and March 2020, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants ARIPHA MOHAMMED and SHEJER EL MALIKI, also known as “Shaggy,” together with others, did knowingly and intentionally engage and attempt to engage in monetary transactions, in and affecting interstate commerce, by, through and to one or more financial institutions, in criminally derived property that was of a value greater than \$10,000 and that was derived from specified unlawful activity, to wit: conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349, and health care fraud, in violation of Title 18, United States Code, Section 1347.

(Title 18, United States Code, Sections 1957(a), 1957(b), 1957(d)(1), 2 and 3551 et seq.)

The source of your deponent’s information and the grounds for her belief are as follows:

1. I have been an FBI Special Agent since 2015. I am responsible for conducting and assisting in investigations into the activities of individuals and criminal groups responsible for, among other things, defrauding federal health care programs, including Medicare and Medicaid. These investigations are conducted both in an undercover and an overt capacity. I have participated in investigations involving search warrants and arrest warrants. As a result of my training and experience, I am familiar with the techniques and methods of operation used by individuals involved in criminal activity to conceal their activities from detection by law enforcement authorities.

2. Among other duties, I am currently participating in an investigation of violations of, among other things, 18 U.S.C. § 1028A (Aggravated Identity Theft); 18 U.S.C.

§ 1347 (Health Care Fraud); 18 U.S.C. § 1349 (Conspiracy to Commit Health Care Fraud); and 18 U.S.C. § 1957 (Money Laundering – Unlawful Monetary Transactions) by the defendants ALEAH MOHAMMED, also known as “Abby,” ARIPHA MOHAMMED and SHEJER EL MALIKI, also known as “Shaggy,” and others known and unknown. Specifically, the investigation is focused on a scheme involving the fraudulent submission of claims for reimbursement for prescription drugs to one or more health care benefit programs, as defined in 18 U.S.C. § 24(b).

3. I am familiar with the investigation described herein through my own participation in the investigation, as well as analysis of reports submitted by other law enforcement personnel, including Special Agents with the United States Department of Health and Human Services, Office of the Inspector General (“HHS-OIG”). The facts and information contained in this Affidavit are additionally based upon discussions with other federal law enforcement officers; records discovered in the course of the investigation that have been reviewed by myself and other law enforcement officers; my training and experience; and interviews with witnesses.

4. Because this Affidavit is being submitted for the limited purpose of seeking arrest warrants, I have not set forth each and every fact learned during the course of this investigation, but simply those facts necessary to establish probable cause to support issuance of the warrants. Except where otherwise noted, all conversations and documents described in this Affidavit are set forth in part and in substance only.

I. BACKGROUND

A. The Medicare and Medicaid Programs

5. The Medicare Program (“Medicare”) was a federal health care program providing benefits to persons who were over the age of 65 or disabled. Medicare was administered by the Centers for Medicare and Medicaid Services (“CMS”), a federal agency under the United States Department of Health and Human Services (“HHS”). Individuals who received benefits under Medicare were referred to as Medicare “beneficiaries.”

6. Medicare was divided into different parts. Medicare Part D provided prescription drug coverage to persons who were eligible for Medicare.

7. CMS assigned pharmacies a national provider identification number (“NPI”). A pharmacy dispensing medications used its assigned NPI when submitting a claim for reimbursement under Medicare Part D. A pharmacy was permitted to submit claims for reimbursement under Part D only for those medications actually dispensed and was required to maintain records verifying that it dispensed the medications.

8. Medicare beneficiaries could obtain Part D benefits in two ways: (a) by joining a Prescription Drug Plan, which covered only prescription drugs, or (b) by joining a Medicare Advantage Plan, which covered both prescription drugs and medical services (collectively, “Part D Plans”). These Part D Plans were operated by private companies approved by Medicare and often referred to as drug plan “sponsors.”

9. Medicare and Medicare drug plan sponsors were “health care benefit programs,” as defined by 18 U.S.C. § 24(b).

10. A pharmacy could participate in the Part D program by entering a retail network agreement directly with a Part D Plan, or at times through a provider agreement with

one or more Pharmacy Benefit Managers (“PBMs”). A PBM acted on behalf of one or more Part D Plans, and a pharmacy could join a Part D Plan’s network via an agreement with a PBM.

After a Part D beneficiary presented a prescription to a pharmacy and the pharmacy dispensed the medication, the pharmacy would submit a claim for reimbursement either directly to the Part D Plan or to a PBM that represented the beneficiary’s Part D Plan. The Part D Plan or PBM determined whether the pharmacy was entitled to payment for each claim and periodically paid the pharmacy for outstanding claims. The Part D Plan’s sponsor reimbursed the PBM for its payments to the pharmacy.

11. Typically, a Medicare beneficiary enrolled in a Part D Plan obtained his/her prescription medications from a pharmacy authorized by the beneficiary’s Part D Plan. After filling a beneficiary’s prescription, the pharmacy then submitted the prescription drug claim to a Part D Plan or PBM for payment under the beneficiary’s Health Insurance Claim Number and/or Medicare Plan identification number. Then, the Part D Plan or PBM, either directly or through a third party, sent a reimbursement check to the pharmacy or initiated an electronic transfer of funds to the pharmacy’s bank account.

12. Each Part D Plan submitted to CMS a record of each prescription drug claim it received from a pharmacy. This record was commonly referred to as a prescription Drug Event (“PDE”). All PDE records accepted by CMS were stored in CMS’s Integrated Repository for use in calculating expected Part D costs for the following year.

13. CMS developed the National Plan and Provider Enumeration System (“NPPES”) to provide unique identifying numbers for health care providers. When a health care provider registered with NPPES, it was given a unique NPI number. Information for providers

that receive NPI numbers was contained in a publicly available database sometimes referred to as the “NPI Registry.”

B. The Defendants and Related Pharmacy

14. The defendants ALEAH MOHAMMED, also known as “Abby,” ARIPHA MOHAMMED and SHEJER EL MALIKI, also known as “Shaggy,” were all residents of Queens, New York. Based on my investigation, I am aware that ALEAH MOHAMMED and EL MALIKI were married, and that ALEAH MOHAMMED and ARIPHA MOHAMMED were sisters.

15. The defendants ALEAH MOHAMMED, ARIPHA MOHAMMED and SHEJER EL MALIKI, together with others, owned and operated the pharmacy Village Stardrugs Inc. (“Village Stardrugs”). Village Stardrugs was registered with the New York State Office of the Professions, Board of Pharmacy (the “Board of Pharmacy”) as a pharmacy establishment between approximately December 2018 and June 2019. The registration documents specified that Village Stardrugs’ place of business was at 125-05 Liberty Avenue, South Richmond Hill, New York.

16. Under penalty of perjury, the defendant ARIPHA MOHAMMED affirmed statements she made in an application form with the New York State Board of Pharmacy on behalf of Village Stardrugs on or about October 25, 2018, which identified ARIPHA MOHAMMED as the sole owner of Village Stardrugs and the only corporate officer, partner or member.

17. On or about June 24, 2019, the defendant ARIPHA MOHAMMED signed a discontinuance form, notifying the New York State Board of Pharmacy that Village Stardrugs

was no longer in business. This discontinuance form stated that prescription drugs from Village Stardrugs were returned to a wholesaler, the identity of which is known to me.

18. On July 2, 2018, the defendant ALEAH MOHAMMED, also known as “Abby,” was arrested pursuant to a complaint that alleged her involvement in a fraudulent health care fraud scheme, in violation of 18 U.S.C. § 1347, concerning a series of other pharmacies (not including Village Stardrugs) that she, together with others, owned and operated in Queens, New York, between approximately May 2015 and January 2018. See United States v. Aleah Mohammed, 18-MJ-601 (SJB). On September 18, 2018, a grand jury in the Eastern District of New York returned an indictment charging ALEAH MOHAMMED with one count of health care fraud, in violation of 18 U.S.C. § 1347. See United States v. Aleah Mohammed, 18-CR-509 (ENV). On January 29, 2019, the grand jury returned a superseding indictment charging ALEAH MOHAMMED with one count of mail fraud, in violation of 18 U.S.C. § 1341, one count of health care fraud, in violation of 18 U.S.C. § 1347, and two counts of money laundering, in violation of 18 U.S.C. § 1957, as part of the same fraudulent scheme charged in the original indictment.

II. THE ILLEGAL SCHEME

19. There is probable cause to believe that the defendants ALEAH MOHAMMED, ARIPHA MOHAMMED and SHEJER EL MALIKI conspired to defraud health care benefit programs.

20. Specifically, in or about and between March 2019 and March 2020, the defendants ALEAH MOHAMMED, ARIPHA MOHAMMED and SHEJER EL MALIKI sought unlawfully to enrich themselves by agreeing to submit fraudulent claims, and submitted and caused to be submitted fraudulent claims, for reimbursement to Part D plans for prescription

drugs purportedly provided to patients by Village Stardrugs that were not, in fact, prescribed by the individuals specified as the prescribing physicians in the pharmacy's PDE records, and that were submitted after June 2019 when Village Stardrugs was no longer a licensed pharmacy establishment in New York.

21. During and in relation to this scheme, the defendant ALEAH MOHAMMED used certain individuals' means of identification—including, but not limited to, the NPI numbers of various licensed health care professionals as the purported prescribers of the medication, and individual beneficiaries' health care identification numbers—without their knowledge or consent. This identifying information was required by Part D Plans to approve claims seeking reimbursement for prescription medications and services.

A. Overview of Claims

22. Based on my review of claims data relating to Village Stardrugs, I learned that between approximately March 2019 and March 2020, Village Stardrugs claimed reimbursement to Part D Plans for prescription medications purportedly dispensed to 20 beneficiaries and was paid approximately \$1.5 million on those claims. Many of these claims were made to Part D Plans during the period between July 2019 and March 2020, when Village Stardrugs was no longer a licensed New York pharmacy establishment. Village Stardrugs was paid approximately \$1.4 million on these claims. Based on my training and experience, and knowledge of rules and regulations concerning Medicare Part D, had Medicare Part D Plans known that Village Stardrugs had no active state license at the time these claims were submitted, none of the \$1.4 million in reimbursements would have been approved.

B. Examples of Fraudulent Claims

23. During the course of this investigation, I have reviewed, among other things, Medicare Part D claims data for Village Stardrugs.

24. Medicare Part D claims data indicated that Village Stardrugs submitted and caused the submission of claims for reimbursement on behalf of various individuals for medications that were not provided or prescribed to them, including after June 2019, after which point Village Stardrugs was no longer a licensed New York pharmacy. In addition, witness interviews of Medicare beneficiaries and prescribing physicians listed in the Village Stardrugs claims data revealed, among other things, that certain beneficiaries had never been prescribed, and were not familiar with, multiple prescription medications listed in Village Stardrugs' claims data as having been dispensed to these beneficiaries; and that certain listed prescribing physicians had never prescribed the medications to these beneficiaries, and in some cases, were not even familiar with the listed beneficiaries. The following are a few examples:

a. Based on my review of claims data, Village Stardrugs submitted claims for dispensing prescription medication to Beneficiary-1, an individual whose identity is known to me, between approximately May 2019 and March 2020, including, among others, claims for the medications Saphris (an antipsychotic medication), Levemir FlexTouch (a prefilled insulin pen), Colcrys (gout medication), Entecavir (Hepatitis B medication), and Bicillin C-R (antibiotic medication contained in a disposable syringe for intramuscular injection). On or about January 27, 2020, federal agents interviewed Beneficiary-1, who reported that, among other things, Saphris, Levemir, Colcrys, Entecavir and any pen or needle medications were not prescribed by his physician. Beneficiary-1 further reported that he had used Village Stardrugs to have other prescriptions filled until about June 2019, when he visited Village

Stardrugs and found the sign removed from the building and the business closed. On or about January 16, 2020, a federal agent interviewed Doctor-1, an individual whose identity is known to me. Doctor-1 was listed in the claims data for Village Stardrugs as having prescribed medications for Beneficiary-1, including, among others, the antipsychotic medication Saphris. Doctor-1 reported, among other things, that he/she did not believe Beneficiary-1 was a patient of his/hers, that he/she was not familiar with the medication Saphris, and that he/she would not have prescribed such an antipsychotic drug but would instead, in the normal course of his/her practice, have referred such a patient to a psychiatrist.

b. Based on my review of claims data, Village Stardrugs submitted claims for dispensing prescription medication to Beneficiary-2, an individual whose identity is known to me, between approximately August 2019 and March 2020, including among others, claims for the medications Saphris, Colcry, Bicillin C-R and Triumeq (an HIV medication). On or about February 3, 2020, federal agents interviewed Beneficiary-2, who reported that, among other things, he/she has never taken the purportedly prescribed medications. Beneficiary-2 further reported that she had not heard of Doctor-2, an individual whose identity is known to me, who is listed in the claims data as the prescribing doctor for multiple medications that Village Stardrugs purportedly dispensed to Beneficiary-2. On or about January 31, 2020, a federal agent interviewed Doctor-2, who confirmed that Beneficiary-2 was not one of his/her patients; Doctor-2 further reported that he/she had previously sent prescriptions for a different patient to Village Stardrugs.

c. Based on my review of claims data, Village Stardrugs submitted claims for dispensing prescription medication to Beneficiary-3, an individual whose identity is known to me, between approximately June 2019 and November 2019, including, among others,

claims for Triumeq, Bicillin L-A, Lantus Solostar (an injectable insulin pen) and Humalog Kwikpen (an injectable insulin pen). On or about February 4, 2020, federal agents interviewed Beneficiary-3, who reported that, among other things, he/she has never taken Triumeq or Bicillin L-A, and he/she did not have diabetes and had never taken injectable medications, including insulin. Beneficiary-3 further reported that he/she never went to Village Stardrugs but did receive a pen and almanac from them in the mail in mid-2019.

d. Based on my review of claims data, Village Stardrugs submitted claims for dispensing various medications purportedly prescribed by Doctor-3, an individual whose identity is known to me, between approximately February 2019 and December 2019, including, among others, claims for Colcrys (gout medication) and Janumet (a diabetes medication) for Beneficiary-4, an individual whose identity is known to me. On or about January 31, 2020, a federal agent interviewed Doctor-3, who reported, among other things, that Beneficiary-4 was his/her patient, but that he/she did not prescribe Janumet or Colcrys for Beneficiary-4, and that in the normal course of Doctor-3's practice, he/she would not prescribe gout medication.

e. Based on my review of claims data, Village Stardrugs submitted claims for dispensing various medications purportedly prescribed by Doctor-4, an individual whose identity is known to me, between approximately February 2019 and March 2020, including, among others, claims for Saphris, Bicillin L-A and Atripla (an HIV medication containing three anti-retroviral drugs). On or about January 9, 2020, a federal agent interviewed Doctor-4, who reported, among other things, that he/she would not have prescribed HIV anti-retroviral medication, Saphris or Bicillin.

C. Former Employees of Village Stardrugs

25. During the course of this investigation, I and other law enforcement agents interviewed individuals who were previously employed at Village Stardrugs.

26. Pharmacist-1, an individual whose identity is known to me, was a licensed pharmacist and a former employee of Village Stardrugs. On or about November 14, 2019, federal agents interviewed Pharmacist-1. During this interview, Pharmacist-1 provided, among other things, the following information, in sum and substance:

a. Pharmacist-1 worked as a pharmacist at Village Stardrugs between approximately December 2018 and June 2019. Pharmacist-1 applied for the position at Village Stardrugs online and was contacted by a person identifying herself as “Abigail” or “Abby” Mohammed for a phone interview and later for an in-person interview, after which Abby hired Pharmacist-1. Pharmacist-1 identified a photograph of the defendant ALEAH MOHAMMED as Abby. According to records from the New York State Board of Pharmacy, Pharmacist-1 was the supervising pharmacist for Village Stardrugs between approximately March 2019 and June 2019.

b. According to Pharmacist-1, the defendant ARIPHA MOHAMMED was the manager of Village Stardrugs, and was the defendant ALEAH MOHAMMED’s sister. ARIPHA MOHAMMED worked in Village Stardrugs four to five days a week.

c. Pharmacist-1 was familiar with the defendant ALEAH MOHAMMED’s husband, known as “Shaggy.” Pharmacist-1 identified a photograph of the defendant SHEJER EL MALIKI as Shaggy, and recalled that his real name started with the letter “E.” EL MALIKI owned a deli nearby Village Stardrugs, and Pharmacist-1 sometimes picked up the keys for Village Stardrugs from EL MALIKI’s deli so that Pharmacist-1 could open

Village Stardrugs. Sometimes, ALEAH MOHAMMED or EL MALIKI would already be at Village Stardrugs when Pharmacist-1 arrived at the pharmacy; Pharmacist-1 observed ALEAH MOHAMMED and EL MALIKI working on Village Stardrugs' computers. Near closing time, EL MALIKI sometimes came to Village Stardrugs to ring up as sold in the register prescriptions that had to be delivered, and he would deliver prescriptions a few days a week.

d. The defendant ALEAH MOHAMMED was responsible for ordering prescription drugs. Pharmacist-1 and other pharmacy staff would make a list of prescriptions that need to be ordered and text a photograph of the list to ALEAH MOHAMMED.

e. The defendant ALEAH MOHAMMED worked remotely from home and would call Village Stardrugs' phone number to tell employees when to log off the pharmacy's computer so that she could log on. Pharmacist-1 observed that when ALEAH MOHAMMED was working remotely using the pharmacy's computer, the computer screen at Village Stardrugs would go black. Pharmacist-1 asked ALEAH MOHAMMED about the prescriptions ALEAH MOHAMMED was processing remotely, and ALEAH MOHAMMED responded that she would handle it.

f. On one occasion, Pharmacist-1 observed prescriptions in the computer at Village Stardrugs for diabetic medication containing approximately 1,000 to 2,000 pills filled using coupons. Pharmacist-1 raised this with the defendant ALEAH MOHAMMED, and ALEAH MOHAMMED claimed she was testing the system to see if the coupons worked. Pharmacist-1 observed the medication was in stock at the pharmacy but not in the quantity sought to be filled by the prescriptions. Pharmacist-1 also told the defendant ARIPHA MOHAMMED about the prescriptions for the large quantity of medication.

g. Pharmacist-1 filled mostly electronic prescriptions at Village Stardrugs, and estimated there were approximately 17 prescriptions per month. Village Stardrugs received very few electronic or phone prescriptions.

h. Pharmacist-1 told the defendant ALEAH MOHAMMED that she found a new job and gave two weeks' notice in approximately June 2019. Thereafter, ALEAH MOHAMMED came into Village Stardrugs to pick up a check and told Pharmacist-1 not to bother coming in anymore because they were closing. Pharmacist-1's last day at work for Village Stardrugs was June 24, 2019; a few days later, Pharmacist-1 went to pick up her last paycheck at Village Stardrugs and observed the defendant SHEJER EL MALIKI and others packing up over the counter medications and other items.

27. Pharmacist-2, an individual whose identity is known to me, was a licensed pharmacist and a former employee of Village Stardrugs. On or about November 22, 2019, federal agents interviewed Pharmacist-2. During this interview, Pharmacist-2 provided, among other things, the following information, in sum and substance:

a. Pharmacist-2 applied through a website for a pharmacist position with Village Stardrugs, and in approximately the fall of 2018, an individual Pharmacist-2 identified as "Abby El Maliki" called Pharmacist-2 about a supervising pharmacist position for a new pharmacy in Queens, New York, where an individual identified to Pharmacist-2 as "Abby" was a partner. Pharmacist-2 identified a photograph of Abby as the defendant ALEAH MOHAMMED.

b. Pharmacist-2, along with the defendant ALEAH MOHAMMED, was present for an inspection of Village Stardrugs by the New York State Board of Pharmacy ("Board of Pharmacy") in approximately December 2018. Based on records from the Board of

Pharmacy, Pharmacist-2 signed the application as the supervising pharmacist for Village Stardrugs on or about October 25, 2018, and the defendant ARIPHA MOHAMMED signed as the owner. Pharmacist-2 also signed the notice of resignation filed with the Board of Pharmacy on or about March 18, 2019.

c. In or about January 2019, Village Stardrugs did not have approvals or contracts with health insurance companies and, as a result, all prescriptions were paid for in cash. Pharmacist-2 filled approximately 10 to 15 prescriptions per day.

d. The defendant ALEAH MOHAMMED had her own login credentials for the pharmacy's computer system. Pharmacist-2 observed that ALEAH MOHAMMED was identified as a pharmacist in the system; when Pharmacist-2 addressed this with ALEAH MOHAMMED, ALEAH MOHAMMED claimed that she was in the system as the owner.

e. The defendant ARIPHA MOHAMMED worked as a technician at Village Stardrugs and was the defendant ALEAH MOHAMMED's sister. Pharmacist-2 understood that ALEAH MOHAMMED and ARIPHA MOHAMMED owned the pharmacy and that ARIPHA MOHAMMED was the manager. ARIPHA MOHAMMED or ALEAH MOHAMMED paid Pharmacist-2 in cash each Friday.

f. Either the defendant ARIPHA MOHAMMED or the defendant ALEAH MOHAMMED would usually open the pharmacy. Once, Pharmacist-2 observed ALEAH MOHAMMED on the computer when Pharmacist-2 arrived for work. Pharmacist-2 told ALEAH MOHAMMED she could not be on the computer without the pharmacist present, and ALEAH MOHAMMED claimed that she was just making orders for the pharmacy and was not handling prescriptions.

g. Pharmacist-2 was familiar with the defendant ALEAH MOHAMMED's husband, who she knew as "Shaggy," and he occasionally worked at Village Stardrugs as a cashier. Pharmacist-2 identified a photograph of the defendant SHEJER EL MALIKI as "Shaggy."

28. Pharmacist-3, an individual whose identity is known to me, was a licensed pharmacist and a former employee of Village Stardrugs. On or about November 19, 2019, federal agents interviewed Pharmacist-3. During this interview, Pharmacist-3 provided, among other things, the following information, in sum and substance:

a. Pharmacist-3 applied for a job as a supervising pharmacist at Village Stardrugs through a website in April 2019. Pharmacist-3 interviewed with an individual identified to Pharmacist-3 as "Abby" at Village Stardrugs, accepted the job shortly thereafter and began working in April 2019. Pharmacist-3 identified a photo of the defendant ALEAH MOHAMMED as "Abby." Pharmacist-3 worked at Village Stardrugs from approximately between April 2019 and June 2019.

b. The defendant ARIPHA MOHAMMED was the manager and claimed to be an owner of the pharmacy. Pharmacist-3 observed ARIPHA MOHAMMED type prescriptions into the pharmacy computer system.

c. Village Stardrugs was a quiet pharmacy and not busy. Pharmacist-3 recalled only two or three main customers who picked up prescriptions; other prescriptions were for delivery or were prescribed for relatives of the defendant ALEAH MOHAMMED.

d. Pharmacist-3 observed that there were more prescriptions than there was medication available to dispense at Village Stardrugs, and that prescription labels were already in the computer system when Pharmacist-3 showed up to work at the pharmacy.

e. According to Pharmacist-3, the defendant ALEAH MOHAMMED could remotely log into the pharmacy computer system. Sometimes, prescription labels printed out in the pharmacy when ALEAH MOHAMMED was billing remotely; Pharmacist-3 addressed this with ALEAH MOHAMMED, who claimed that she was finding prescriptions that had been telephoned in or that were automatic refills on hold in a particular patient's profile.

f. In approximately May 2019, Pharmacist-3 observed a fax at the pharmacy from a company performing an audit that was asking for prescriptions for the drug Invokana. Pharmacist-3 observed that the dosage listed in the prescriptions purportedly dispensed by Village Stardrugs for Invokana had directed patients to take the drug between three to six times a day, when, in fact, it should have only been taken once or twice a day. The defendant ALEAH MOHAMMED told Pharmacist-3 that she would handle the fax, that the pharmacy was not paid for the prescriptions covered by the audit, and that the prescriptions had not been filled by the pharmacy. Pharmacist-3 observed that the audit involved a large sum of money, possibly hundreds of thousands of dollars.

g. Pharmacist-3 recalled an occasion where he spoke with an auditor to verify a customer's prescription for insulin, as the customer was claiming he or she did not get the medication. Pharmacist-3 spoke with the defendant ALEAH MOHAMMED about the prescription, and she said she would handle it. Later, Pharmacist-3 tried to find the customer's profile in the pharmacy computer system, but the profile had disappeared.

29. Pharmacist-4, an individual whose identity is known to me, was a licensed pharmacist and a former employee of Village Stardrugs. On or about November 19, 2019, federal agents interviewed Pharmacist-4. During this interview, Pharmacist-4 provided, among other things, the following information, in sum and substance:

a. Pharmacist-4 applied for a supervising pharmacist position at Village Stardrugs through a website and was interviewed by a female owner of the pharmacy. Pharmacist-4 identified a photograph of the defendant ALEAH MOHAMMED as the owner of Village Stardrugs who had interviewed him. According to records from the Board of Pharmacy, on or about June 6, 2019, Pharmacist-4 replaced Pharmacist-1 as the supervising pharmacist at Village Stardrugs.

b. Pharmacist-4 observed that prescriptions appeared to print from the pharmacy's computer system at random. Pharmacist-4 was aware that the defendant ALEAH MOHAMMED had remote access to Village Stardrugs' computers, and when Pharmacist-4 questioned ALEAH MOHAMMED about the prescriptions, she said they were for family and friends. Pharmacist-4 quit the following week, and the pharmacy closed one or two weeks later.

c. The defendant ALEAH MOHAMMED would come into the pharmacy to enter prescriptions into the pharmacy's computer system. Pharmacist-4 observed that ALEAH MOHAMMED would look through the labels that were printed out and sometimes would shred the labels.

d. The defendant ALEAH MOHAMMED, her sister or her husband would open and close the pharmacy each day. ALEAH MOHAMMED's sister quit working at Village Stardrugs in the middle of Pharmacist-4's training and did not come back.

e. There was very little foot traffic at Village Stardrugs. Sometimes, Pharmacist-4 called doctors to verify the prescriptions, and some of those doctors told Pharmacist-4 that they did not write the prescriptions set to be filled at Village Stardrugs. Pharmacist-4 observed that most of the time the medications at issue in some of the prescriptions were not even in stock.

f. On one occasion, an insurance company called and faxed the pharmacy asking for hard copies of prescriptions, where approximately \$50,000 to \$100,000 had been billed for one patient. The defendant ALEAH MOHAMMED told Pharmacist-4 that she would handle it.

D. Financial Transactions

30. The defendants ARIPHA MOHAMMED and SHEJER EL MALIKI opened bank accounts in the name of Village Stardrugs (collectively, the “Village Stardrugs Accounts”) and used the accounts to transfer proceeds of the scheme to and among the defendant ALEAH MOHAMMED, EL MALIKI and ARIPHA MOHAMMED, as well as to pay for their personal expenses.

31. On or about December 20, 2018, the defendant ARIPHA MOHAMMED opened one account in the name of Village Stardrugs at Bank-1, the identity of which is known to me, with an account number ending in 5932 (“Account-1”). ARIPHA MOHAMMED signed the Account-1 signature card as Village Stardrugs’ sole owner, and she was the only individual listed as an authorized signer on Account-1.

32. On or about December 18, 2019, the defendant SHEJER EL MALIKI opened two accounts in the name of Village Stardrugs at Bank-2, the identity of which is known to me, with account numbers ending 4596 and 4618, (“Account-2” and “Account-3,” respectively, together “Accounts 2 and 3”). EL MALIKI signed the Accounts 2 and 3 opening forms as Village Stardrugs’ owner, and he was the only individual listed as an authorized signer on Accounts 2 and 3.

33. In or about June 2019, after Village Stardrugs was no longer a licensed New York pharmacy, Village Stardrugs continued to receive payments from companies that

processed claims for prescription drug benefits plans, including Part D Plans. These funds were deposited in the Village Stardrugs Accounts opened and controlled by the defendants ARIPHA MOHAMMED and SHEJER EL MALIKI, who frequently withdrew and transferred large sums of money out of these accounts shortly after such deposits. The following are examples of this practice:

a. On or about August 28, 2019, \$46,546.21 from Company-1, a PBM the name of which is known to me, was electronically deposited into Account-1. Also on or about August 28, 2019, check number 1269, signed by the defendant ARIPHA MOHAMMED and made payable to the defendant SHEJER EL MALIKI, in the amount of \$45,000 was drawn on Account-1.

b. On or about September 4, 2019, \$231,846.80 from Company-1 was electronically deposited into Account-1. Also on or about September 4, 2019, check number 1274, signed by the defendant ARIPHA MOHAMMED and made payable to the defendant SHEJER EL MALIKI, in the amount of \$180,000 was drawn on Account-1.

c. On or about September 18, 2019, \$96,345.64 from Company-1 was electronically deposited into Account-1. Also on or about September 18, 2019, check number 1212, signed by the defendant ARIPHA MOHAMMED and made payable to the defendant SHEJER EL MALIKI, in the amount of \$90,000 was drawn on Account-1.

d. On or about September 25, 2019, \$82,509.38 from Company-1 and \$18,350.71 from Company-2, a PBM the name of which is known to me, was electronically deposited into Account-1. Also on or about September 25, 2019, check number 1221, signed by the defendant ARIPHA MOHAMMED and made payable to the defendant SHEJER EL MALIKI, in the amount of \$65,000 was drawn on Account-1, and check number 1222, signed by

the defendant ARIPHA MOHAMMED and made payable to the defendant ALEAH MOHAMMED, in the amount of \$8,000 was drawn on Account-1 as well.

e. On or about October 2, 2019, \$66,855.30 from Company-1 was electronically deposited into Account-1. Also on or about October 2, 2019, check number 1226, signed by the defendant ARIPHA MOHAMMED and made payable to the defendant SHEJER EL MALIKI, in the amount of \$45,000 was drawn on Account-1.

f. On or about October 9, 2019, \$55,922.99 from Company-1 and \$42,051.42 from Company-2 was electronically deposited into Account-1. On or about October 10, 2019, check number 1237, signed by the defendant ARIPHA MOHAMMED and made payable to the defendant SHEJER EL MALIKI, in the amount of \$70,000 was drawn on Account-1.

g. On or about October 16, 2019, \$74,663.56 from Company-1 was electronically deposited into Account-1. Also on or about October 16, 2019, the following checks were drawn on Account-1, signed by the defendant ARIPHA MOHAMMED: (1) check number 1241 in the amount of \$60,000 made payable to the defendant SHEJER EL MALIKI; (2) check number 1242 in the amount of \$8,000 made payable to ALEAH MOHAMMED; and (3) check number 1244 in the amount of \$900 made payable to ALEAH MOHAMMED.

h. On or about January 27, 2020, three checks from Company-2 made payable to Village Stardrugs in the amounts of \$32,824.92, \$34,739.04 and \$37,406.25 were deposited into Account-3. On or about January 31, 2020, \$22,500 was electronically transferred from Account-3 to Account-2. On or about February 3, 2020, the defendant SHEJER EL MALIKI also purchased a \$50,000 bank check made payable to himself using funds from Account-3.

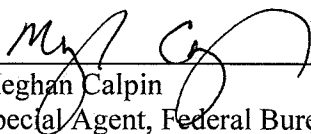
i. On or about February 25, 2020, a check from Company-2 in the amount of \$41,661.45 and a check from Company-3, a PBM the name of which is known to me, in the amount of \$3,442.38, both made payable to Village Stardrugs, were deposited into Account-3. On or about February 28, 2020, check number 1091, signed by the defendant SHEJER EL MALIKI and made payable to himself, in the amount of \$30,000 was drawn on Account-3.

j. On or about March 2, 2020, a check from Company-2 made payable to Village Stardrugs in the amount of \$207,824.64 was deposited into Account-3. On or about March 5, 2020, a check from Company-4, a PBM the name of which is known to me, made payable to Village Stardrugs in the amount of \$55,361.10 was also deposited into Account-3. On or about March 9, 2020, a check from Company-2 made payable to Village Stardrugs in the amount of \$106,868.74 was also deposited into Account-3. On or about March 10, 2020, the defendant SHEJER EL MALIKI withdrew \$10,000 in cash from Account-3. On or about March 11, 2020, EL MALIKI purchased a bank check in the amount of \$50,000 made payable to himself using funds from Account-3. On or about March 13, 2020, EL MALIKI withdrew \$60,000 in cash from Account-3 and also used funds to purchase a bank check in the amount of \$50,000 made payable to himself. Based on my training and experience, the pattern of these financial transactions is inconsistent with the expected operation of a legitimate pharmacy business. Instead, these transactions, including large cash withdrawals and purchases of cashier's checks, are consistent with techniques used in money laundering operations.

WHEREFORE, I respectfully request that the Court issue warrants for the arrests of defendants ALEAH MOHAMMED, ARIPHA MOHAMMED and SHEJER EL MALIKI so that they may be brought before the Court and dealt with according to law. I further respectfully

request that the Court issue an order sealing, until further order of the Court, all papers submitted in support of this application, including the affidavit, application and arrest warrants. I believe that sealing these documents is necessary because not all of the targets of this investigation have been arrested at this time. Based upon my training and experience, I have learned that criminals actively search for criminal affidavits and search warrants via the internet, and disseminate them to other criminals as they deem appropriate, e.g., by posting them publicly through online forums. Premature disclosure of the contents of this affidavit and related documents may have a significant and negative impact on the continuing investigation and may severely jeopardize its effectiveness.

Dated: Brooklyn, New York
September 22, 2020



Meghan Calpin
Special Agent, Federal Bureau of Investigation

Sworn to before me by telephone this
22nd day of September, 2020

/s Roanne L. Mann

THE HONORABLE ROANNE L. MANN
UNITED STATES MAGISTRATE JUDGE
EASTERN DISTRICT OF NEW YORK

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

United States of America

v.

Aleah Mohammed, et al.

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Case No. 20-MJ-851

Defendant

ARREST WARRANT

To: Any authorized law enforcement officer

YOU ARE COMMANDED to arrest and bring before a United States magistrate judge without unnecessary delay

(name of person to be arrested) ALEAH MOHAMMED,

who is accused of an offense or violation based on the following document filed with the court:

- Indictment Superseding Indictment Information Superseding Information Complaint
- Probation Violation Petition Supervised Release Violation Petition Violation Notice Order of the Court

This offense is briefly described as follows:

Conspiracy to commit health care fraud (18 U.S.C. § 1349); health care fraud (18 U.S.C. § 1347); aggravated identity theft (18 U.S.C. § 1028A)

Date: 09/22/2020

/s Roanne L. Mann

Issuing officer's signature

City and state: Brooklyn, New York

ROANNE L. MANN, U.S. MAGISTRATE JUDGE

Printed name and title

Return

This warrant was received on (date) _____, and the person was arrested on (date) _____
at (city and state) _____.

Date: _____

Arresting officer's signature

Printed name and title

This second page contains personal identifiers provided for law-enforcement use only and therefore should not be filed in court with the executed warrant unless under seal.

(Not for Public Disclosure)

Name of defendant/offender: _____

Known aliases: _____

Last known residence: _____

Prior addresses to which defendant/offender may still have ties: _____

Last known employment: _____

Last known telephone numbers: _____

Place of birth: _____

Date of birth: _____

Social Security number: _____

Height: _____ Weight: _____

Sex: _____ Race: _____

Hair: _____ Eyes: _____

Scars, tattoos, other distinguishing marks: _____

History of violence, weapons, drug use: _____

Known family, friends, and other associates (*name, relation, address, phone number*): _____

FBI number: _____

Complete description of auto: _____

Investigative agency and address: _____

Name and telephone numbers (office and cell) of pretrial services or probation officer (*if applicable*): _____

Date of last contact with pretrial services or probation officer (*if applicable*): _____

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

United States of America

v.

Aleah Mohammed, et al.

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Case No. 20-MJ-851

Defendant

ARREST WARRANT

To: Any authorized law enforcement officer

YOU ARE COMMANDED to arrest and bring before a United States magistrate judge without unnecessary delay
(name of person to be arrested) ARIPHA MOHAMMED,
who is accused of an offense or violation based on the following document filed with the court:

- Indictment Superseding Indictment Information Superseding Information Complaint
- Probation Violation Petition Supervised Release Violation Petition Violation Notice Order of the Court

This offense is briefly described as follows:

Conspiracy to commit health care fraud (18 U.S.C. § 1349); money laundering - unlawful monetary transactions (18 U.S.C. § 1957)

Date: 09/22/2020

/s Roanne L. Mann

Issuing officer's signature

City and state: Brooklyn, New York

ROANNE L. MANN, U.S. MAGISTRATE JUDGE

Printed name and title

Return

This warrant was received on (date) _____, and the person was arrested on (date) _____
at (city and state) _____.

Date: _____

Arresting officer's signature

Printed name and title

This second page contains personal identifiers provided for law-enforcement use only and therefore should not be filed in court with the executed warrant unless under seal.

(Not for Public Disclosure)

Name of defendant/offender: _____

Known aliases: _____

Last known residence: _____

Prior addresses to which defendant/offender may still have ties: _____

Last known employment: _____

Last known telephone numbers: _____

Place of birth: _____

Date of birth: _____

Social Security number: _____

Height: _____ Weight: _____

Sex: _____ Race: _____

Hair: _____ Eyes: _____

Scars, tattoos, other distinguishing marks: _____

History of violence, weapons, drug use: _____

Known family, friends, and other associates (*name, relation, address, phone number*): _____

FBI number: _____

Complete description of auto: _____

Investigative agency and address: _____

Name and telephone numbers (office and cell) of pretrial services or probation officer (*if applicable*): _____

Date of last contact with pretrial services or probation officer (*if applicable*): _____

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

United States of America

v.

Aleah Mohammed, et al.

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Case No. 20-MJ-851

Defendant

ARREST WARRANT

To: Any authorized law enforcement officer

YOU ARE COMMANDED to arrest and bring before a United States magistrate judge without unnecessary delay

(name of person to be arrested) SHEJER EL MALIKI

who is accused of an offense or violation based on the following document filed with the court:

- Indictment, Superseding Indictment, Information, Superseding Information, Complaint, Probation Violation Petition, Supervised Release Violation Petition, Violation Notice, Order of the Court

This offense is briefly described as follows:

Conspiracy to commit health care fraud (18 U.S.C. § 1349); money laundering - unlawful monetary transactions (18 U.S.C. § 1957)

Date: 09/22/2020

/s Roanne L. Mann

Issuing officer's signature

City and state: Brooklyn, New York

ROANNE L. MANN, U.S. MAGISTRATE JUDGE

Printed name and title

Return

This warrant was received on (date) and the person was arrested on (date) at (city and state)

Date:

Arresting officer's signature

Printed name and title

This second page contains personal identifiers provided for law-enforcement use only and therefore should not be filed in court with the executed warrant unless under seal.

(Not for Public Disclosure)

Name of defendant/offender: _____

Known aliases: _____

Last known residence: _____

Prior addresses to which defendant/offender may still have ties: _____

Last known employment: _____

Last known telephone numbers: _____

Place of birth: _____

Date of birth: _____

Social Security number: _____

Height: _____ Weight: _____

Sex: _____ Race: _____

Hair: _____ Eyes: _____

Scars, tattoos, other distinguishing marks: _____

History of violence, weapons, drug use: _____

Known family, friends, and other associates (*name, relation, address, phone number*): _____

FBI number: _____

Complete description of auto: _____

Investigative agency and address: _____

Name and telephone numbers (office and cell) of pretrial services or probation officer (*if applicable*): _____

Date of last contact with pretrial services or probation officer (*if applicable*): _____