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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

v.

JIMMY COLLINS (1),
ASHLEY COLLINS (2), KYLE
ADAMS (4), DANIEL CASTRO (5),
JEREMY SYTO (6)

Defendants.

Case No. 18CR0432-JLS
SUPERSEDING

I N F O R M A T I O N

Title 18, U.S.C., Sec. 1349 -
Conspiracy To Commit Health Care
Fraud; Title 18, U.S.C.,
Sec. 371 - Conspiracy to Pay and
to Receive Illegal Remunerations;
and To Defraud the United States;
Title 42, U.S.C., Sec. 1320a-
7b(b) (1) - Receipt of Illegal
Remunerations; Title 42, U.S.C.,
Sec. 1320a-7b(b) (2) - Payment of
Illegal Remunerations; Title 18,
U.S.C., Sec. 982 (a) (2) -
Criminal Forfeiture

The United States charges, at all times material:

INTRODUCTORY ALLEGATIONS

The TRICARE Program

1. TRICARE was a health program of the United States Department of Defense ("DoD") Military Health System that provided coverage for DoD beneficiaries worldwide, including active duty service members, National Guard and Reserve members, retirees, and their families and survivors. Individuals who received health care benefits through TRICARE were

1 referred to as "TRICARE beneficiaries." The Defense Health Agency
2 ("DHA"), an agency of DoD, was the entity responsible for overseeing and
3 administering the TRICARE program.

4
5 2. TRICARE was a "health care benefit program" as defined by 18
6 U.S.C. § 24(b), that affected commerce, and as that term was used in 18
7 U.S.C. § 1347. TRICARE was also a "federal health care program" as
8 defined by 42 U.S.C. § 1320a-7b(f), that affected commerce, and as that
9 term was used in 42 U.S.C. § 1320a-7b(b).

10 3. TRICARE provided coverage for certain prescription drugs,
11 including certain compounded medications, when medically necessary and
12 prescribed by a licensed physician. Express Scripts, Inc. (Express
13 Scripts) administered TRICARE's prescription drug benefits.

14
15 4. TRICARE beneficiaries could fill their prescriptions through
16 military pharmacies, TRICARE's home delivery program, network
17 pharmacies, and non-network pharmacies. If a TRICARE beneficiary chose
18 a network pharmacy, the pharmacy would collect any applicable co-pay
19 from the beneficiary, dispense the drug to the beneficiary, and submit
20 a claim for reimbursement to Express Scripts, which would, in turn,
21 adjudicate the claim and reimburse the network pharmacy. To become a
22 TRICARE network pharmacy, a pharmacy agreed to be bound by, and comply
23 with, all applicable state and federal laws, specifically including
24 those addressing fraud, waste, and abuse.

25 Compounded Drugs

26 5. "Compounding" was a practice in which a licensed pharmacist,
27 a licensed physician, or, in the case of an outsourcing facility, a
28 person under the supervision of a licensed pharmacist, combined, mixed,

1 or altered ingredients of a drug or multiple drugs to create a drug
2 tailored to the needs of an individual patient. "Compounding pharmacies"
3 were businesses that specialized in creating compounded medications.
4 The Food & Drug Administration ("FDA") did not verify the safety,
5 potency, effectiveness, or manufacturing quality of compounded drugs.

6 6. Compounded drugs may be prescribed by a physician when an FDA-
7 approved drug does not meet the health needs of a particular patient.
8 For example, if a patient is allergic to a specific ingredient in an
9 FDA-approved medication, such as a dye or a preservative, a compounded
10 drug can be prepared excluding the substance that triggers the allergic
11 reaction. Compounded drugs may also be prescribed when a patient cannot
12 consume a medication by traditional means, such as an elderly patient
13 or child who cannot swallow an FDA-approved pill and needs the drug in
14 a liquid form that is not otherwise available.

15 California Regulations for Pharmacy Operations

16 7. California Board of Pharmacy regulations required that, in
17 order to mail prescriptions to California residents, a pharmacy outside
18 of California was required to be licensed as a "nonresident pharmacy"
19 by the Board of Pharmacy. A nonresident pharmacy must disclose all
20 principal corporate officers in its license application. In addition,
21 for mail-order pharmacies, the pharmacy must call each patient via
22 telephone before filling a prescription and may only ship medication to
23 patients with whom it had direct communication.

24 CFK, Inc. d/b/a The Medicine Shoppe Pharmacy

25 8. In or around, December 2014, Wade Walters (charged elsewhere)
26 and Tommy Spell (charged elsewhere) purchased CFK, Inc. ("CFK"), a Utah
27 Corporation that operated and did business as The Medicine Shoppe
28

1 Pharmacy and Prescriptions Plus in Bountiful, Utah. Ownership of CFK
2 was in the name of C.F. and A.F., Walter's daughter and son-in-law, but
3 the funds to purchase CFK came from Walters Holdings, LLC, a Mississippi
4 company controlled by Wade Walters. Following the purchase, Walters,
5 Spell, and R.M. were elected as CFK's corporate officers.

6 9. Between January 2015 and May 9, 2015 - the period immediately
7 following the purchase by Walters and Spell - CFK submitted reimbursement
8 requests of more than \$65,000,000 for compounded drug prescriptions
9 filled by The Medicine Shoppe. The average price of these compounded
10 drugs over this period was \$14,510.33.

11 Individual Defendants

12 10. JIMMY COLLINS and ASHLEY COLLINS, residents of Tennessee,
13 founded, co-owned, and co-operated CHOICE MD, P.C., a Tennessee
14 Professional Corporation ("CHOICE MD"); RXPRESS MEDICAL, INC., a
15 Delaware Corporation ("RXPRESS"); and RMI HOLDINGS, INC. ("RMI"), a
16 Delaware Corporation. CHOICE MD was a medical clinic located in
17 Cleveland, Tennessee that employed three medical professionals: Susan
18 Vergot (charged elsewhere), Carl Lindblad (charged elsewhere), and
19 Candace Craven (charged elsewhere) for the purposes of writing
20 prescriptions for compounded drugs for TRICARE beneficiaries recruited
21 by JIMMY COLLINS, ASHLEY COLLINS, and others working on their behalf.

22 11. Josh Morgan (charged elsewhere) was an active duty member of
23 the United States Marine Corps, Marine Aviation Logistics Squadron 11,
24 last based at Marine Corps Air Station ("MCAS") Miramar, San Diego, CA.

25 12. KYLE ADAMS was an active duty member of the U.S. Navy, last
26 based at MCAS Miramar, San Diego, CA.

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1 13. DANIEL CASTRO was an active duty member of the United States
2 Marine Corps, Marine Aviation Logistics Squadron 11, last based at MCAS
3 Miramar, San Diego, CA.

4 14. JEREMY SYTO was an active duty member of the United States
5 Marine Corps, Marine Aviation Logistics Squadron 11, last based at MCAS
6 Miramar, San Diego, CA.

7 Count 1
8 Conspiracy to Commit Health Care Fraud
9 (Violation of 18 U.S.C. § 1349)

10 15. Paragraphs 1 through 14 of the Introductory Allegations of
11 this Indictment are re-alleged and incorporated by reference.

12 16. Beginning at least as early as October 2014 and continuing
13 through at least July 2015, within the Southern District of California
14 and elsewhere, defendants JIMMY COLLINS, ASHLEY COLLINS, Josh Morgan,
15 KYLE ADAMS, DANIEL CASTRO, JEREMY SYTO, and others known and unknown,
16 knowingly and intentionally combined, conspired, and agreed to commit
17 health care fraud in violation 18 U.S.C. § 1347; that is, to knowingly
18 and willfully devise and to execute a scheme to defraud TRICARE, a health
19 care benefit program affecting commerce, as defined in 18 U.S.C. § 24(b),
20 and to obtain by means of materially false and fraudulent pretenses,
21 representations, and promises, money and property owned by, and under
22 the custody and control of, TRICARE, in connection with the delivery of,
23 and payment for, health care benefits and services.

24 Object of the Conspiracy

25 17. It was the object of the conspiracy for the defendants and
26 their co-conspirators to unlawfully enrich themselves by submitting
27 fraudulent claims to TRICARE, a federal health care benefit program, for
28 compounded drugs prescribed to TRICARE beneficiaries, which

1 prescriptions had been induced by fraudulent representations and
2 kickbacks paid and promised to be paid to TRICARE beneficiaries and
3 marketers, while concealing those fraudulent representations and
4 kickbacks from DHA, TRICARE, and Express Scripts.

5 Manner and Means of the Conspiracy

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7 18. The manner and means by which the defendants and their co-
8 conspirators sought to accomplish the objects of the conspiracy
9 included, among other things:

10 19. In CFK's application to the Board of Pharmacy to be a
11 nonresident pharmacy, CFK did not submit Walters, Spell, and R.M.; and
12 instead listed as principal officers only C.F. and A.F., who had no role
13 in operating CFK or The Medicine Shoppe.

14 20. CFK falsely represented to the California Board of Pharmacy
15 that The Medicine Shoppe called each patient via telephone before filling
16 a prescription and only shipped medication to patients with whom it had
17 direct communication. In reality, however, The Medicine Shoppe
18 regularly shipped compound drugs to TRICARE beneficiaries in the
19 Southern District of California without ever speaking to the recipient.

20 21. In January 2015, CFK submitted a Change of Ownership
21 Application to Express Scripts as required by TRICARE regulations. In
22 that application, CFK falsely represented that The Medicine Shoppe
23 anticipated that 1) only 5% of its prescription business would be via
24 mail order; 2) only 15% of its prescription business would be for out
25 of state patients; and 3) that none of its prescriptions would be
26 compounded drugs.

27 22. The Change of Ownership Application also omitted mention of
28 Wade Walters, Tommy Spell, R.M., or Walters LLC as owners or management

1 of CFK and failed to disclose the fact that these individuals had
2 ownership interest in other pharmacies as well.

3 23. In the Change of Ownership Application, CFK agreed to comply
4 with the Express Scripts Provider Manual, which requires, among other
5 things, that pharmacies provide reasonable and appropriate drug
6 consultation and counseling services to patients. In reality, however,
7 The Medicine Shoppe regularly failed to do so.

8 Payment of Kickbacks by the Pharmacy

9
10 24. As part of the conspiracy, in violation of the Federal Anti-
11 Kickback Statute, CFK, its officers, and related companies, paid
12 kickbacks in the form of a percentage of gross revenue received by CFK
13 for claims submitted to TRICARE for compounded drug prescriptions. These
14 kickbacks were paid to companies and individuals who recruited and paid
15 TRICARE beneficiaries (straw beneficiaries) to sign up to receive
16 compounded drug prescriptions covered by TRICARE's pharmacy benefits.

17 Patient Recruitment

18 25. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS,
19 through RXPRESS and RMI, operated a multi-level marketing scheme, the
20 goal of which was to recruit straw TRICARE beneficiaries for the purposes
21 of receiving fraudulent compounded drug prescriptions to be filled by
22 pharmacies, including The Medicine Shoppe.

23 26. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS,
24 paid a network of marketers and sub-marketers, including Morgan, ADAMS,
25 CASTRO, and SYTO, to recruit straw TRICARE beneficiaries. Marketers and
26 sub-marketers were typically paid by JIMMY and ASHLEY COLLINS a fixed
27 percentage of the TRICARE reimbursement for the compounded drugs
28 received by their respective recruited straw TRICARE beneficiaries.

1 27. As part of the conspiracy, marketers could enlist sub-
2 marketers (i.e. "downlinks") to recruit straw TRICARE beneficiaries,
3 whereupon the marketer and the downlink would share any resulting
4 commission based on the straw TRICARE beneficiary's prescriptions.

5 28. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS
6 and their marketers offered and paid the straw TRICARE beneficiaries
7 monetary compensation in exchange for receiving compounded drugs.

8 29. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS
9 instructed their network of marketers to falsely tell TRICARE
10 beneficiaries that they would receive prescription compounded
11 medications as part of a medical evaluation, and in exchange for doing
12 so, that they would be paid a monthly sum, typically \$300 per month. In
13 reality, no medical study was taking place and this monthly sum was an
14 illegal kickback to the straw TRICARE beneficiaries.

15 30. As part of the conspiracy, marketers working on behalf of
16 JIMMY COLLINS and ASHLEY COLLINS directed the straw TRICARE
17 beneficiaries to falsely represent on a pre-printed form that they had
18 seen a doctor, though the marketers were aware at the time that the
19 straw beneficiaries filled out the form that the beneficiaries had
20 neither seen nor spoken to any medical professional regarding the
21 compounded prescription medications prescribed to them.

22 Employing Prescribers Through CHOICE MD

23 31. JIMMY COLLINS and ASHLEY COLLINS used RXPRESS and RMI to
24 operate CHOICE MD, a medical clinic located in Cleveland, Tennessee. At
25 Choice MD, JIMMY COLLINS and ASHLEY COLLINS employed two doctors, Susan
26 Vergot and Carl Lindblad, and a nurse practitioner, Candace Craven. Dr.
27 Vergot was an emergency room physician licensed in Tennessee. Dr.
28

1 Lindblad was an emergency room physician licensed in Georgia. Craven,
2 a nurse practitioner licensed in Tennessee, was authorized by state law
3 to write prescriptions under the supervision of Dr. Vergot.

4 32. As part of the conspiracy, between October 2014 and May 2015,
5 CHOICE MD paid Vergot, Lindblad, and Craven to write thousands of
6 prescriptions and refills for straw TRICARE beneficiaries recruited by
7 Morgan, ADAMS, CASTRO, and SYTO, and the rest of the network of marketers
8 and sub-marketers run by JIMMY COLLINS and ASHLEY COLLINS. Vergot,
9 Lindblad, and Craven wrote these prescriptions and refills despite never
10 conducting a legitimate medical evaluation.

11 33. As part of the conspiracy, from December 1, 2014 through May
12 9, 2015, TRICARE paid approximately \$50,252,045 to The Medicine Shoppe
13 for 3,191 compounded prescriptions authorized by Dr. Vergot, and over
14 \$15,427,467 for 1,251 compounded prescriptions authorized by Dr.
15 Lindblad, all for straw TRICARE beneficiaries located in the Southern
16 District of California and elsewhere.

17 Receipt of Kickbacks by JIMMY COLLINS and ASHLEY COLLINS

18 34. As part of the conspiracy, between October 2014 and May 2015,
19 CFK d/b/a The Medicine Shoppe submitted claims seeking more than
20 \$65,000,000 in reimbursement payments from TRICARE for compounded drugs
21 prescribed by Dr. Vergot, Dr. Lindblad, and Craven.

22 35. As part of the conspiracy, in exchange for recruiting and
23 directing the recruitment of straw TRICARE beneficiaries to receive
24 compounded medications, JIMMY COLLINS and ASHLEY COLLINS were paid
25 kickbacks in the form of monthly commissions from their co-conspirators
26 based on a percentage of the reimbursements paid by TRICARE to pharmacies
27 operated by Walters and Spell, including The Medicine Shoppe. Between
28

1 February 2015 and July 2015, JIMMY COLLINS and ASHLEY COLLINS received
2 kickback payments totaling at least \$45,736,277.

3 Payment of Kickbacks by JIMMY COLLINS and ASHLEY COLLINS and Payment
4 of Downlink Kickbacks by Morgan
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6 36. As a part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS
7 in turn, paid a lesser kickback, in the form of monthly commissions, to
8 the marketers, including Morgan, ADAMS, CASTRO, and SYTO, among others
9 working to recruit straw TRICARE beneficiaries.

10 37. Each month, ASHLEY COLLINS sent Morgan, ADAMS, CASTRO, SYTO,
11 and the other marketers based in the Southern District of California a
12 spreadsheet showing each prescription sent to a straw beneficiary and
13 the reimbursement received from TRICARE. Upon receipt, each marketer
14 identified which compounded drug prescriptions were sent to straw
15 beneficiaries whom they had recruited. Using this information, ASHLEY
16 COLLINS calculated the illegal kickback due to each marketer.

17 38. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS
18 made the following kickback payments via wire transfer to Morgan:

Date:	Payment:	Wire Transfer "Reference":
02/19/15	\$1,203,386.63	JAN COMMISSION
03/23/15	\$1,413,551.06	FEB COMMISSION
03/26/15	\$122,000	COMMISSION

23 39. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS
24 sent the following kickback payments to ADAMS via wire transfer:

Date:	Payment:	Wire Transfer "Reference":
02/19/15	\$429,924.16	JAN COMMISSION
03/23/15	\$230,007.60	FEB COMMISSION
03/26/15	\$279,570.68	N/A

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2 40. As part of the conspiracy, Morgan sent the following downlink
3 kickback payments to ADAMS via check:

Date:	Payment:	Check "Memo":
02/19/15	\$31,795	Feb commissions
03/23/15	\$28,800	Monthly commissions

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7 41. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS
8 sent the following kickback payments to CASTRO via wire transfer:

Date:	Payment:	Wire Transfer "Reference":
02/19/15	\$18,165.13	JAN COMMISSION
03/23/15	\$617,815.23	FEB COMMISSION

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13 42. As part of the conspiracy, Morgan sent the following downlink
14 kickback payments to CASTRO via wire transfer:

Date:	Payment:
1/16/15	\$2,000
1/20/15	\$3,000
1/20/15	\$30,400

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19 43. As part of the conspiracy, Morgan sent the following downlink
20 kickback payments to CASTRO via check:

Date:	Payment:	Check "Memo":
02/19/15	\$167,070	Feb commissions
03/23/15	\$175,000	Monthly commissions

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24 44. As part of the conspiracy, Morgan sent the following downlink
25 kickback payments to SYTO via check:

Date:	Payment:	Check "Memo":
02/19/15	\$125,000	Feb commissions
03/23/15	\$139,000	Monthly commissions

45. Using the funds paid to them by JIMMY COLLINS and ASHLEY COLLINS, the marketers, including Morgan, ADAMS, CASTRO, SYTO, and others paid the straw TRICARE beneficiaries that they had recruited the monthly fee that had been promised as part of the sham medical study.

Effect on TRICARE

46. By concealing from DHA, TRICARE, and Express Scripts that illegal payments were being made to doctors, beneficiaries, marketers, and other individuals involved in the submission of claims for reimbursement for compounded drugs, and by materially misrepresenting that Dr. Vergot, Dr. Lindblad, and Craven had actually examined and treated the straw TRICARE beneficiaries prior to prescribing the compounded drugs, the conspirators fraudulently overbilled TRICARE more than \$65 million.

All in violation of Title 18, United States Code, Section 1349.

Count 2

Conspiracy to Pay and to Receive Illegal Remunerations
and to Defraud the United States
(Violation of 18 U.S.C. § 371)

47. Paragraphs 1 through 14 of the Introductory Allegations of this Indictment are re-alleged and incorporated by reference.

48. Beginning at least as early as October 2014 and continuing through at least July 2015, within the Southern District of California and elsewhere, defendants JIMMY COLLINS, ASHLEY COLLINS, KYLE ADAMS, DANIEL CASTRO, JEREMY SYTO, and others known and unknown, knowingly and intentionally combined, conspired, and agreed

1 (1) to commit offenses against the United States; that is, (a) to
2 offer to pay and to pay illegal remunerations in violation of 42 U.S.C.
3 § 1320a-7b(b) (2) (A), (B); and (b) to solicit and to receive illegal
4 remunerations in violation of 42 U.S.C. § 1320a-7b(b) (1) (A); and

5 (2) to defraud the United States by impairing, impeding,
6 obstructing, and defeating by dishonest and deceitful means the lawful
7 governmental function and proper administration of DHA and TRICARE;
8 and one or more of the conspirators took an overt act in furtherance of
9 and to accomplish the objects of the conspiracy.

10 Manner and Means of the Conspiracy

11 50. The manner and means by which the defendants and their
12 conspirators sought to accomplish the objects of the conspiracy
13 included, among other things:

14 51. As part of the conspiracy, defendants JIMMY COLLINS and ASHLEY
15 COLLINS solicited and received illegal remuneration in return for
16 referring straw TRICARE beneficiaries to medical clinics, doctors and
17 compounding pharmacies for the furnishing and arranging for the
18 furnishing of prescription compounded drugs, payment for which was made
19 in whole or in part under a federal health care program, namely, TRICARE.

20 52. As part of the conspiracy, defendants JIMMY COLLINS and ASHLEY
21 COLLINS offered to pay and did pay illegal remuneration directly and
22 indirectly, overtly and covertly, in cash and in kind to Josh Morgan,
23 KYLE ADAMS, DANIEL CASTRO, JEREMY SYTO, and others, to induce them to
24 refer straw TRICARE beneficiaries to medical clinics, doctors and
25 compounding pharmacies for the furnishing and arranging for the
26 furnishing of prescription compounded drugs, payment for which was made
27 in whole or in part under a federal health care program, namely, TRICARE.
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1 59. On the dates set forth below, each constituting a separate
 2 overt act, defendants JIMMY COLLINS and ASHLEY COLLINS, did knowingly
 3 and willfully solicit and receive remuneration directly and
 4 indirectly, overtly and covertly, in cash and in kind, in return for
 5 referring straw TRICARE beneficiaries to medical clinics, doctors and
 6 compounding pharmacies for the furnishing and arranging for the
 7 furnishing of prescription compounded drugs, payment for which was
 8 made in whole or in part by TRICARE, a federal health care program:

	Date of Payment	Payor	Amount
11	A 02/12/2015	CD Medical	\$ 39,471.57
12	B 02/13/2015	CD Medical	\$7,995,067.10
13	C 03/12/2015	CD Medical	\$ 24,796.29
14	D 03/16/2015	CD Medical	\$9,881,179.42
15	E 03/30/2015	CD Medical	\$ 4,713.67
16	F 03/30/2015	CD Medical	\$859,995.89
17	G 04/16/2015	CD Medical	\$2,254,953.18
18	H 04/28/2015	CD Medical	\$447,778.25
19	I 04/30/2015	CD Medical	\$6,256,562.02
20	J 05/14/2015	CD Medical	\$13,730,330.17
21	K 06/19/2015	Medworx	\$895,011.55

22 60. On the dates set forth below, each constituting a separate
 23 overt act, defendants JIMMY COLLINS and ASHLEY COLLINS, did knowingly
 24 and willfully offer to pay and did pay remuneration directly and
 25 indirectly, overtly and covertly, in cash and in kind to Josh Morgan,
 26 KYLE ADAMS, DANIEL CASTRO, and others, to induce them to refer straw
 27 TRICARE beneficiaries to medical clinics, doctors and compounding
 28 pharmacies for the furnishing and arranging for the furnishing of
 prescription compounded drugs, payment for which was made in whole or
 in part under a federal health care program, namely, TRICARE:

	Date of Payment	Recipient	Amount
A	02/19/2015	Morgan	\$1,203,386.63
B	03/23/2015	Morgan	\$1,413,551.06
C	03/26/2015	Morgan	\$122,000
D	02/19/2015	ADAMS	\$429,924.16
E	03/23/2015	ADAMS	\$230,007.60
F	03/26/2015	ADAMS	\$279,570.68
G	02/19/15	CASTRO	\$18,165.13
H	03/23/15	CASTRO	\$617,815.23

61. On the dates set forth below, each constituting a separate overt act, defendants ADAMS, CASTRO, SYTO, and others did knowingly and willfully solicit and receive remuneration directly and indirectly, overtly and covertly, in cash and in kind, in return for referring straw TRICARE beneficiaries to medical clinics, doctors and compounding pharmacies for the furnishing and arranging for the furnishing of prescription compounded drugs, payment for which was made in whole or in part by TRICARE, a federal health care program:

	Date of Payment	Payor	Recipient	Amount
A	02/19/2015	Jimmy/Ashley Collins	Morgan	\$1,203,386.63
B	03/23/2015	Jimmy/Ashley Collins	Morgan	\$1,413,551.06
C	03/26/2015	Jimmy/Ashley Collins	Morgan	\$122,000
D	02/19/2015	Jimmy/Ashley Collins	ADAMS	\$429,924.16
E	02/19/2015	Morgan	ADAMS	\$31,795
F	03/23/2015	Jimmy/Ashley Collins	ADAMS	\$230,007.60
G	03/23/2015	Morgan	ADAMS	\$28,800
H	03/26/2015	Jimmy/Ashley Collins	ADAMS	\$279,570.68
I	1/16/2015	Morgan	CASTRO	\$2,000
J	1/20/2015	Morgan	CASTRO	\$3,000
K	1/20/2015	Morgan	CASTRO	\$30,400
L	02/19/15	Morgan	CASTRO	\$167,070
M	02/19/15	Jimmy/Ashley Collins	CASTRO	\$18,165.13
N	03/23/15	Jimmy/Ashley Collins	CASTRO	\$617,815.23
O	03/23/15	Morgan	CASTRO	\$175,000
P	02/19/15	Morgan	SYTO	\$125,000
Q	03/23/15	Morgan	SYTO	\$139,000

62. On hundreds of occasions over the duration of the conspiracy, defendants ADAMS, CASTRO, SYTO, and others paid remuneration, often a \$300 or \$350 monthly stipend, to induce straw TRICARE beneficiaries to purchase, order, or arrange for purchasing or ordering prescription compounded drugs, payment for which was made, in whole or in part by TRICARE, a federal health care program, including the following occasions, each constituting a separate overt act:

	Defendant	Date of Payment	Payee	Amount	
1					
2					
3	A	ADAMS	04/02/15	R.H.	\$300
4	B	ADAMS	04/03/15	R.M.	\$400
5	C	ADAMS	04/10/15	T.A.	\$300
6	D	ADAMS	04/24/15	J.B.	\$300
7	E	ADAMS	05/08/15	D.H.	\$300
8	F	ADAMS	05/15/15	W.F.	\$180
9	G	CASTRO	05/07/15	G.C.	\$300
10	H	CASTRO	05/05/15	P.H.	\$700
11	I	CASTRO	05/05/15	G.H.	\$300
12	J	CASTRO	05/08/15	R.S.P.	\$300
13	K	CASTRO	05/11/15	K.Y.	\$300
14	L	SYTO	04/03/15	S.I.	\$350
15	M	SYTO	04/03/15	D.G.	\$350
16	N	SYTO	04/13/15	N.S.	\$300
17	O	SYTO	04/14/15	A.G.	\$300
18	P	SYTO	05/15/15	I.A.	\$350
19	Q	SYTO	08/24/15	D.R.P.	\$350

63. On or about June 15, 2015, Adams and Morgan discussed switching pharmacies in order to keep marketing compounding drugs:

Morgan	Yeah we'll def tlk about it but we shld look at more places too
Morgan	See other potential investments
Adams	I want to. I have just been trying to see what exactly we can do about going to a new pharmacy that we could not miss too much on. This pharmacy thing is cake if it'll work.
Morgan	Yeah thats true its easy money but not reliable cuz of our middle man jim lol

All in violation of Title 18, United States Code, Section 371

Counts 3-7
 Receipt of Illegal Remuneration
 (Violations of 42 U.S.C. § 1320a-7b(b) (1) (A))

64. Paragraphs 1 through 14 of the Introductory Allegations of this Indictment are re-alleged and incorporated by reference.

65. From in or around February 2015 through in or around June 2015, within the Southern District of California and elsewhere, defendants JIMMY COLLINS and ASHLEY COLLINS, did knowingly and willfully solicit and receive remuneration directly and indirectly, overtly and covertly, in cash and in kind, in return for referring straw TRICARE beneficiaries to medical clinics, doctors, and compounding pharmacies for the furnishing and arranging for the furnishing of prescription compounded drugs, payment for which was made in whole and in part by TRICARE, a federal health care program, each remuneration forming a separate count:

Count	Defendant	Date of Payment	Payor	Amount
3	Jimmy/Ashley Collins	04/16/2015	CD Medical	\$2,254,953.18
4	Jimmy/Ashley Collins	04/28/2015	CD Medical	\$447,778.25
5	Jimmy/Ashley Collins	04/30/2015	CD Medical	\$6,256,562.02
6	Jimmy/Ashley Collins	05/14/2015	CD Medical	\$13,730,330.17
7	Jimmy/Ashley Collins	06/19/2015	Medworx	\$895,011.55

All in violation of Title 42, U.S.C., Section 1320a-7b(b) (1) (A).

Counts 8 through 13

Payment of Illegal Remuneration
(Violations of 42 U.S.C. § 1320a-7b(b) (2) (A))

66. Paragraphs 1 through 14 of the Introductory Allegations of this Indictment are re-alleged and incorporated by reference.

67. From in or around February 2015 through in or around June 2015, within the Southern District of California and elsewhere, defendants JIMMY COLLINS and ASHLEY COLLINS, did knowingly and willfully offer to pay and did pay remuneration directly and indirectly, overtly and covertly, in cash and in kind, to Josh Morgan, Kyle ADAMS, and others, to induce them to refer individuals to doctors and compounding pharmacies for the furnishing and arranging for the furnishing of prescription compounded drugs, payment for which was made in whole and in part under a federal health care program, namely, TRICARE, each payment forming a separate count:

Count	Defendant	Date of Payment	Payee	Amount
8	Jimmy/Ashley Collins	02/19/2015	MORGAN	\$1,203,386.63
9	Jimmy/Ashley Collins	03/23/2015	MORGAN	\$1,413,551.06
10	Jimmy/Ashley Collins	03/26/2015	MORGAN	\$122,000
11	Jimmy/Ashley Collins	02/19/2015	ADAMS	\$429,924.16
12	Jimmy/Ashley Collins	03/23/2015	ADAMS	\$230,007.60
13	Jimmy/Ashley Collins	03/26/2015	ADAMS	\$279,570.68

All in violation of Title 42, U.S.C. Section 1320a-7b(b) (2) (A).

Counts 14 through 30
 Payment of Illegal Remuneration
 (Violations of 42 U.S.C. § 1320a-7b(b) (2) (B))

68. Paragraphs 1 through 14 of the Introductory Allegations of this Indictment are re-alleged and incorporated by reference.

69. From in or around February 2015 through in or around August 2015, within the Southern District of California, defendants Kyle ADAMS, Daniel CASTRO, and Jeremy SYTO did knowingly and willfully offer to pay and did pay remuneration to straw TRICARE beneficiaries, directly and indirectly, overtly and covertly, in cash and in kind, to induce these straw TRICARE beneficiaries to purchase, order, and arrange for purchasing and ordering prescription compounded drugs, payment for which was made in whole and in part under a federal health care program, namely, TRICARE, each payment forming a separate count:

Count	Defendant	Date of Payment	Payee	Amount
14	ADAMS	04/02/15	R.H.	\$300
15	ADAMS	04/03/15	R.M.	\$400
16	ADAMS	04/10/15	T.A.	\$300
17	ADAMS	04/24/15	J.B.	\$300
18	ADAMS	05/08/15	D.H.	\$300
19	ADAMS	05/15/15	W.F.	\$180
20	CASTRO	05/07/15	G.C.	\$300
21	CASTRO	05/05/15	P.H.	\$700
22	CASTRO	05/05/15	G.H.	\$300
23	CASTRO	05/08/15	R.S.P.	\$300
24	CASTRO	05/11/15	K.Y.	\$300
25	SYTO	04/03/15	S.I.	\$350
26	SYTO	04/03/15	D.G.	\$350
27	SYTO	04/13/15	N.S.	\$300
28	SYTO	04/14/15	A.G.	\$300
29	SYTO	05/15/15	I.A.	\$350
30	SYTO	08/24/15	D.R.P.	\$350

All in violation of Title 42, U.S.C., Section 1320a-7b(b) (2) (B).

Forfeiture Notice
(U.S.C. § 982(a)(7))

70. Upon conviction of the felony offense alleged in Count 1 of this Indictment and pursuant to Title 18, United States Code, Section 982(a)(2), and Rule 32.2, Federal Rules of Criminal Procedure, Defendants JIMMY COLLINS, ASHLEY COLLINS, KYLE ADAMS, DANIEL CASTRO, and JEREMY SYTO shall forfeit to the United States any property, real or personal, which constitutes or was derived from proceeds obtained directly or indirectly as a result of or involved in the offense, including, but not limited to:

1. \$746,798.32 in funds from Acct # 2425341597 held in the name of CFK, Inc. at Wells Fargo Bank, Bountiful, UT
2. 2015 LandRover Range Rover Sport, VIN SALWR2TF6FA608676, LP# 7KDE133 (CA)
3. 2015 Audi R8, VIN WUAENAFG1F7001002, LP# 7KDE198 (CA)
4. 2014 MV Augusta Motorcycle, VIN ZCGGEGNU1EV003816, LP# 22F4276 (CA)
5. Assorted Gold and Silver Bars
 - (a) One (1) Pamp Suisse Lady Fortuna 1-troy ounce gold bar
SN: B277937
 - (b) One (1) Pamp Suisse Lady Fortuna 1-troy ounce gold bar;
SN: 863233
 - (c) One (1) Pamp Suisse Lady Fortuna 1-troy ounce gold bar;
SN: 850574
 - (d) Forty (40) NTR Metals 10-troy ounce silver bars
6. \$100,000.00 in funds from Acct #9553416303 held in the name of JM Elite at JP Morgan Chase Bank, San Diego, CA
7. 2015 Lexus NX 200t, VIN JTJYARBZ2F2005369, LP# 7JXR219 (CA)
8. 2015 Aston-Martin Vanquish Coupe, VIN SCFLMCFU0FGJ02106, LP# V0975U (TN)
9. 2015 Aston-Martin 2-door Convertible Coupe, VIN SCFFDAFM1FGB16133, LP# V0976U (TN)
10. 2016 Land Rover Range Rover, VIN SALWG2PF2GA104076, LP# B971359 (TN)

- 1 11. 2006 Freightliner Tractor, VIN 1FUBCYDJ76HW24043, LP#
2 J804099 (TN)
- 3 12. 2016 Cimarron Lonestar Trailer, VIN 5PASG3638GC010017, LP#
4 unknown (TN)
- 5 13. Miscellaneous Jewelry
6 (a) Gent's Rolex Oyster Perpetual Yacht-Master II Watch
7 (SN: Unknown)
8 (b) Unisex Rolex Stainless steel and Platinum midsize Yacht-
9 Master Watch (SN: 1M6461M4)
10 (b) Gent's Rolex Oyster Perpetual Submariner Date Watch Gold
11 and Silver (SN: Y9651537)
- 12 14. 2016 Rolls Royce Wraith 2-door Coupe, VIN
13 SCA665C51GUX85975, LP# X9315Y (TN)
- 14 15. Miscellaneous Heavy Machinery
15 (a) John Deere 459 Silage Special Round Baler PR, SN:
16 1E0045SAFF410514
17 (b) John Deere HX15 Flex Wing Rotary Cutter 540 RPM stump
18 jumpers - single suction blades - 6 wheels, SN:
19 1P0HX15EJFP042849
20 (c) Kuhn SR110, SN: B2558
21 (d) John Deere 333E Compact Track Loader, SN:
22 1T0333EMPFE285437
23 (e) John Deere Worksite Pro PA30 Planetary Drive Auger, SN:
24 1T0PA30XVF0004331
25 (f) John Deere Worksite Pro GT80 Brush Tined Grapple, SN:
26 1T0GT80XPF0000569
27 (g) Tubeline TLR 5000 AX2, SN: 15R021
28 (h) John Deere 6175R Cab Tractor MX15, SN:
1RW6175RPF020357
(j) John Deere 375A Backhoe, SN: 1LV0375AHF00201
- 25 14. 2015 Polaris Ranger 900RGR Crew ATV, VIN
26 3NSRUE878FG886162
- 27 15. 2015 Polaris Ranger 1000 Razor XP, VIN 3NSVDE99XFF381776
- 28 16. 2015 Polaris Ranger 1000 Razor XP, VIN 4XAVDE996FB308657

1 17. All funds from Voya Insurance and Annuity Company Contract
2 Policy A001767-SP held in the name of Jimmy and Ashley Collins,
3 Chattanooga, TN

4 18. 2017 P82-16 Model 8216 78.7 Feet Yacht, Hull# XFAP32161617,
5 Reg. # 1274713 (FL)

6 19. Miscellaneous Heavy Machinery

7 (a) John Deere 3033R Compact Utility Tractor (24PTO hp), SN:
8 1L3033RAFP213506

9 (b) John Deere H160 Loader Stock, SN: 1P0H160XTGX003327

10 (c) John Deere Z970R Commercial Ztrak, SN:
11 1TC970RDCFT030001

12 20. Miscellaneous Heavy machinery

13 (a) John Deere MX10 Rotary Cutter Bushhog, SN:
14 W0MX10E008022

15 (b) John Deere XUV 825 BSE Gator, SN: 1M0825GEHEM089039

16 (c) John Deere 6125 M Cab Tractor, SN: 1L06125MEFG824183

17 (d) John Deere H340 Farm Loader, SN: 1P0H340XEFD012508

18 (d) 2015 Frontier AP12G Fixed Pallet Fork for Current Loaders
19 with Global Carrier, SN: 1XFAP12GCF0010510

20 21. Real property located at 5904 and 5908 Grasshopper Road,
21 Birchwood, Tennessee including all appurtenances,
22 improvements, and attachments thereon, more particularly
23 described as:

24 BEGINNING on the Southern Right of Way of Grasshopper Road, said
25 point also being the Northeasternmost comer of the William
26 Carpenter property as described in Book 3971, page 734, in the
27 Register's Office of Hamilton County, Tennessee; thence from said
28 point of beginning and following along said right of way, South 59
degrees 40 minutes 90 seconds East, 52.45 feet to a point; thence
leaving said right of Way South 12 degrees 43 minutes 35 seconds
West, 241.64 feet to a point; thence South 32 degrees 28 minutes
45 seconds West, 241.78 feet to a point; thence South 22 degrees
00 minutes 25 seconds West, 523.44 feet to a point; thence South
40 degrees 18 minutes 11 seconds West, 771.65 feet to a point;
thence South 42 degrees 58 minutes 46 seconds East, 360.45 feet to
a point; thence South 26 degrees 39 minutes 06 seconds West, 588.36
feet to a point;- thence South 27 degrees 36 minutes 05 seconds
West, 392.68. feet to a point; thence South 30 degrees 07 minutes
57 seconds West, 158.32 feet to a point; thence South 54 degrees
01 minutes 23 seconds West, 365.54. feet to a point; thence South

1 33 degrees 09 minutes 55 seconds West, 647.14 feet to a point;
thence North 62 degrees 42 minutes 23 seconds West, 1006.82 feet

2 to a point; thence North 25 degrees 39 minutes 05 seconds East,
3 2274.75 feet to a point; thence South 61 degrees 25 minutes 55
4 seconds East, 919.55 feet to a point; thence North 40 degrees 18
5 minutes 11 seconds East, 757.;71 feet to a point; thence North 22
6 degrees 00 minutes 25 seconds East, 519.98 feet to a point; thence
North 32 degrees 28 minutes 45 seconds East, 237.65 feet to a point;
thence North 12 degrees 43 minutes 35 seconds East, 248.79 feet to
a point on the Southern right of way of Grasshopper Road and being
the point of beginning. All as shown on a survey by Jimmy L
Richmond, TN registered surveyor #917 and dated July 15, 2004.

7 and

8 BEGINNING at the Northeast line of Grasshopper Road at its
9 intersection with the Northwest comer of property of Bazemore, et
10 al (Book 5199, page 643, ii) the Register's Office of Hamilton
11 County, Tennessee); thence South 11 degrees 37 minutes 01 seconds
12 East, 88.78 feet; thence South 13 degrees 53 minutes 07 seconds
13 West, 56.70 feet; thence South 25 degrees 11 minutes 35 seconds
14 West, 43.96 feet; thence South 29 degrees 13 minutes 59 seconds
15 West, 132.94 feet; thence South 22 degrees 25 minutes 54 seconds
16 East, 190.91 feet; thence South 30 degrees 40 minutes 16 seconds
17 East, 168.69 feet; thence 30 degrees 37 minutes 19 seconds East,
18 83.01 feet; thence South 33 degrees 56 minutes 27 seconds East,
19 137.12 feet; thence South 30 degrees 03 minutes 14 seconds East,
20 72.92 feet; thence North 58 degrees 33 minutes 41 seconds East,
21 75.31 feet; thence South 29 degrees 17 minutes 00 seconds East,
22 50.85 feet; thence South 20 degrees 35 minutes 59 seconds West,
23 305.80 feet; thence South 24 degrees 53 minutes 3 J seconds West,
24 J 02.42 feet; thence South 08 degrees 35 minutes 09 seconds West,
25 51.52 feet; thence South 16 degrees 13 minutes 05 seconds East,
26 36.30 feet; thence South 32 degrees 51 minutes 59 seconds East,
27 35.38 feet; thence South 58 degrees 48 minutes 02 seconds East,
28 37.79 feet; South 66 degrees 30 minutes 36 seconds East, 25.43
feet; thence South 69 degrees 20 minutes 51 seconds East, 220.63
feet; thence South 58 degrees 37 minutes 00 seconds East, 21.10
feet; thence South 49 degrees 29 minutes 46 seconds East, 22.54
feet; thence South 32 degrees 25 minutes 54 seconds East, 22.72
feet; thence South 20 degrees 33 minutes 37 seconds East, 55.61
feet; thence South 02 degrees 45 minutes 50 seconds East, 169.79
feet; thence South 11 degrees 07 minutes 59 seconds East, 131.53
feet; thence South 17 degrees 58 minutes 00 seconds East, 323. 78
feet to an iron pin found; thence along the line of property of P.
Tyree, et ux (Book 7249, page 348, in the said Register's Office),
South 75 degrees 54 minutes 12 seconds West, 1,517.65 feet; thence
North 82 degrees 01 minutes 05 seconds West, 432.65 feet; thence
North 81 degrees 34 minutes 44 seconds West. 492.42 feet thence
North 44 degrees 44 minutes 38 seconds West, 360.79 feet to a wood
post found; thence along property of W. Carpenter, and access flag
of Tyree, (Book 3971, page 734, in the said Register's Office),
North 38 degrees 31 minutes 59 seconds East,, 771.65 feet; thence
North 20 degrees 14 minutes 14 seconds E3st, 523.41 feet; thence
North 30 degrees 41 minutes 42 seconds East, 241.80 feet; thence
North IO degrees 58 minutes 06 seconds East, 241.64 feet; thence
South 61 degrees 28 minutes 06 seconds East, 5.86 feet; thence

1 along the line of Grasshopper Road, on a left-handed curve, South
2 80 degrees 42 minutes 48 seconds East, radius =275.00 feet; length=
3 184.78 feet, chord a distance of 181.28 feet; thence North 80
4 degrees 02 minutes 30 seconds East, 279.21 feet; thence on a left-
5 handed curve, North 62 degrees 05 minutes 57 seconds East,
6 radius=300.00 feet; length =187.89 feet, a chord distance of 184.84
7 feet; thence North 44 degrees 09 minutes 24 seconds East, 588.40
8 feet; thence on a right-handed curve, North 51 degrees 48 minutes
9 57 seconds East, radius =575.76 feet; length =153.93 feet; a chord
10 distance of 153.47 feet; thence on a right-handed curve, North 61
11 degrees 021 seconds 27 minutes East, radius =575.76 feet, length
12 =31.48 feet; a chord distance of 31.47 feet to the beginning point.
13 Said tract containing 84.56 acres as shown by survey of John T.
14 Kinder of Cleveland Surveying Company, TRLs #1519 dated March 14,
15 2014 styled "Boundary Survey for-Julian DeFreise Estate".

22. Real property located at 2520, 2522, 2524, 2538 Keith Street
NW, Cleveland, Tennessee including all appurtenances,
improvements, and attachments thereon, more particularly
described as:

LOTS ONE (1), TWO (2), AND THREE (3), COLONY SQUARE, as shown by
Plat of record in Plat Book 29, page 88, in the Register's Office
of Bradley County, Tennessee (ROBCT), to which reference is made
for a more specific description.

23. Real property located at Baker Lane & Blythe Ferry Lane,
Parcels 071-048.04 & 072-105, Birchwood, Tennessee including
all appurtenances, improvements, and attachments thereon, more
particularly described as:

TRACT ONE:
LOCATED IN THE FIRST CIVIL DISTRICT OF MEIGS COUNTY, TENNESSEE, TO-
WIT:

LOT ONE (1), FINAL PLAT OF LOTS 1 & 2 BATTON SUBDIVISION, AS SHOWN
BY PLAT OF RECORD IN PLAT CABINET 334, PAGES B-B, IN THE REGISTER'S
OFFICE OF MEIGS COUNTY, TENNESSEE.

TRACT TWO:
LOCATED IN THE FIRST CIVIL DISTRICT OF MEIGS COUNTY, TENNESSEE, TO-
WIT:

TRACT TWO (2), BOUNDARY SURVEY FOR C. BRUCE BATTEN AND B & B FARMS,
LLC, PREPARED BY CORNERSTONE SURVEYING, LLC, 7023 SNOW HILL RD,
OOLTEWAH, TN 37363, JOB NO. 53-09, DATED OCTOBER 6, 2009, AND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO FIND THE POINT OF
BEGINNING, START AT THE SOUTHWEST CORNER OF TRACT 1 IN DEED OF
RECORD IN WARRANTY DEED BOOK B5, PAGE 412, IN THE REGISTER'S OFFICE
OF MEIGS COUNTY, TENNESSEE, AT THE INTERSECTION OF BAKER LANE AND
BLYTHE'S FERRY ROAD; THENCE ALONG THE EASTERN RIGHT OF WAY OF BAKER
LANE THE FOLLOWING CALLS AND DISTANCES:

1
2 NORTH 35 DEGREES 52 MINUTES 20 SECONDS EAST, 29.02 FEET TO A POINT;
3 THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 115.76 FEET,
4 A RADIUS LENGTH OF 737.00 FEET, AND A CHORD BEARING OF NORTH 31
5 DEGREES 22 MINUTES 21 SECONDS EAST AND DISTANCE OF 115.64 FEET, TO
6 A POINT; THENCE NORTH 26 DEGREES 52 MINUTES 22 SECONDS EAST, 558.41
7 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH
8 OF 43.20 FEET, A RADIUS LENGTH OF 507.00 FEET, AND A CHORD BEARING
9 OF NORTH 24 DEGREES 25 MINUTES 55 MINUTES EAST AND DISTANCE OF
10 43.19 FEET, TO A POINT; THENCE NORTH 21 DEGREES 59 MINUTES 27
11 SECONDS EAST, A DISTANCE OF 354.09 FEET TO A POINT; THENCE ALONG A
12 CURVE WITH AN ARC LENGTH OF 17.53 FEET, A RADIUS LENGTH OF 493.00
13 FEET, A CHORD BEARING OF NORTH 23 DEGREES 00 MINUTES 35 SECONDS
14 EAST, AND DISTANCE OF 17.53 FEET TO A POINT; THENCE NORTH 24 DEGREES
15 01 MINUTES 43 SECONDS EAST, A DISTANCE OF 101.85 FEET TO A POINT;
16 THENCE CROSSING OVER TO THE WESTERN RIGHT-OF-WAY OF BAKER LANE,
NORTH 65 DEGREES 58 MINUTES 17 SECONDS WEST, A DISTANCE OF 14.00
FEET TO A POINT; THENCE ALONG A 50 FOOT INGRESS/EGRESS AND UTILITY
EASEMENT, NORTH 25 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE
OF 316.14 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER
OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING; THENCE
CONTINUING ALONG SAID EASEMENT, NORTH 25 DEGREES 12 MINUTES 50
SECONDS EAST, A DISTANCE OF 545.44 FEET TO A POINT, THE NORTHEAST
CORNER OF THE HEREIN DESCRIBED PROPERTY; THENCE NORTH 66 DEGREES
15 MINUTES 41 SECONDS WEST, A DISTANCE OF 750 FEET TO T.V.A.
MONUMENT 662-3; THENCE SOUTH 66 DEGREES 44 MINUTES 49 SECONDS WEST,
A DISTANCE OF 750.69 FEET TO T.V.A. MONUMENT 664-1 AND 662-4; THENCE
SOUTH 66 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 1,248.01
FEET TO THE POINT OF BEGINNING. LEGAL DESCRIPTION TAKEN FROM PRIOR
DEED.

17 SUBJECT TO AND ALSO CONVEYED HERewith A UTILITY AND INGRESS/EGRESS
18 EASEMENT BEING FIFTY FEET IN WIDTH AND ADJOINING THE EASTERN LINE
19 OF THE ABOVE DESCRIBED TRACT, AND INCLUDING THE ENTIRETY OF THE
20 BAKER LANE RIGHT-OF-WAY AS IT EXTENDS FROM BLYTHE'S FERRY ROAD AS
21 DESCRIBED ABOVE AND EXTENDING 36 FEET EASTWARDLY FROM SAID RIGHT-
OF-WAY ADDITIONALLY, FOR A TOTAL DISTANCE OF 50 FEET, AS SET FORTH
IN WARRANTY DEED BOOK B5, PAGE 412, IN THE REGISTER'S OFFICE OF
MEIGS COUNTY, TENNESSEE (ROMCT).

22 24. Real property located at 3601 Blythe Ferry Lane, Birchwood,
23 Tennessee including all appurtenances, improvements, and
attachments thereon, more particularly described as:

24 Lot One (1), FINAL PLAT of Lots 1 & 2 Batton Subdivision, as shown
25 by plat of record in Plat Cabinet 334, Pages B-B in the Register's
Office of Meigs County, Tennessee.

26 25. 2016 Freightliner M2-106, VIN 3ALACVCY5GDGV1174, LP# J7-04447
(TN)

27 26. \$150,000 held in the United States Marshal's Service Seized
28 Asset Deposit Fund Account, Federal Reserve Bank, derived from

1 unnegotiated cashier's check #0003589765 issued on March 3, 2016
2 by USAA, funded from Kyle T. Adams account 01949-2748-2.

3 71. If, as a result of any act or omission of defendants JIMMY
4 COLLINS, ASHLEY COLLINS, KYLE ADAMS, DANIEL CASTRO, and JEREMY SYTO any
5 of the above-described forfeited property, cannot be located upon the
6 exercise of due diligence; has been transferred or sold to, or deposited
7 with, a third person; has been placed beyond the jurisdiction of the
8 Court; has been substantially diminished in value; or has been commingled
9 with other property which cannot be subdivided without difficulty, it
10 is the intent of the United States, pursuant to Title 21, United States
11 Code, Section 853(p), made applicable herein by Title 18, United States
12 Code, Section 982(b), to seek forfeiture of any other property of the
13 defendants up to the value of the property described above subject to
14 forfeiture.

15 All pursuant to Title 18, United States Code, Section 982(a)(2).

16 DATED: April 2, 2020.

17 ROBERT S. BREWER
18 United States Attorney

19
20 By: /s/ Mark W. Pletcher_____
21 MARK W. PLETCHER
22 Assistant U.S. Attorney
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