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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
22-60159-CR-DIMITROULEAS/HUNT
Case No. _____

18 U.S.C. § 1349
18 U.S.C. § 982(a)(7)

UNITED STATES OF AMERICA

vs.

JEREMY KLEIN,

Defendant.

_____ /

INFORMATION

The United States Attorney charges that:

GENERAL ALLEGATIONS

At all times material to this Information:

The Medicare Program

1. The Medicare Program (“Medicare”) was a federal health care program that provided free or below-cost health care benefits to individuals, primarily the elderly, blind, and disabled. The benefits available under Medicare were governed by federal statutes and regulations. The United States Department of Health and Human Services (“HHS”), through its agency the Centers for Medicare and Medicaid Services (“CMS”), oversaw and administered Medicare. Individuals who received benefits under Medicare were commonly referred to as Medicare “beneficiaries.”

2. Medicare was subdivided into multiple program “parts.” Medicare “Part A” covered, among others, health services provided by hospitals. Medicare “Part B” covered, among other things, medical items and services provided by physicians, medical clinics, laboratories, and other

qualified health care providers. Medicare “Part D” covered or subsidized the costs of prescription drugs for Medicare beneficiaries in the United States.

3. To receive Medicare Part D benefits, a beneficiary enrolled in a Medicare drug plan. Medicare drug plans were operated by private health insurance companies approved by Medicare. Those companies were often referred to as Medicare drug plan “sponsors.” A beneficiary in a Medicare drug plan could fill a prescription at a pharmacy and use his or her plan to pay for some or all of the cost of the prescription.

4. Medicare and Medicare drug plan sponsors were “health care benefit program[s],” as defined by Title 18, United States Code, Section 24(b).

5. A pharmacy could participate in Medicare Part D by entering into a retail network agreement with one or more Pharmacy Benefit Managers (“PBMs”). A PBM acted on behalf of one or more Medicare drug plans. Through a plan’s PBM, a pharmacy could join the plan’s network. When a Part D beneficiary presented a prescription to a pharmacy, the pharmacy submitted a claim either directly to the Medicare drug plan sponsor or to a PBM that represented the beneficiary’s Medicare drug plan. The Medicare drug plan sponsor or PBM determined whether the pharmacy was entitled to payment for each claim and periodically paid the pharmacy for outstanding claims. The Medicare drug plan sponsor reimbursed the PBM for its payments to the pharmacy.

6. A pharmacy could also submit claims to a Medicare drug plan sponsor whose network the pharmacy did not belong to. The submission of such out-of-network claims was not common and often resulted in smaller payments to the pharmacy by the Medicare drug plan sponsor.

7. Medicare, through CMS, compensated the Medicare drug plan sponsors. Medicare paid the sponsors a monthly fee for each Medicare beneficiary of the sponsors’ plans. Such payments were called capitation fees. The capitation fee was adjusted periodically based on various

factors, including the beneficiary's medical conditions. In addition, in some cases where a sponsor's expenses for a beneficiary's prescription drugs exceeded that beneficiary's capitation fee, Medicare reimbursed the sponsor for a portion of those additional expenses.

The Defendant and Related Entities

8. Xpresso Pharmacy Inc. ("Xpresso Pharmacy") was a Florida corporation with its listed place of business in Broward County, in the Southern District of Florida.

9. BOH Pharmacy Group LLC ("BOH Pharmacy") was a limited liability company organized under the laws of the State of Tennessee.

10. Defendant **JEREMY KLEIN**, a resident of Palm Beach County, was a beneficial owner of Xpresso Pharmacy and BOH Pharmacy.

**Conspiracy to Commit Health Care Fraud
(18 U.S.C. § 1349)**

From in or around January 2019, and continuing through in or around June 2021, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

JEREMY KLEIN,

did knowingly and willfully, that is, with the intent to further the object of the conspiracy, combine, conspire, confederate, and agree with others, known and unknown to the United States Attorney, to knowingly and willfully execute a scheme and artifice to defraud a health care benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is, Medicare and Medicare drug plan sponsors, 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, said health care benefit programs, in connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, Section 1347.

Purpose of the Conspiracy

11. It was a purpose of the conspiracy for the defendant and his co-conspirators to unlawfully enrich themselves by, among other things: (a) paying kickbacks and bribes to telemedicine companies in exchange for prescriptions bearing physicians' signatures; (b) submitting and causing the submission of false and fraudulent claims to Medicare and Medicare drug plan sponsors through Xpresso Pharmacy and BOH Pharmacy for prescription medications that were not medically necessary and not eligible for reimbursement; (c) concealing and causing the concealment of false and fraudulent claims to Medicare and Medicare drug plan sponsors; and (d) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the fraud.

Manner and Means

The manner and means by which the defendant and his co-conspirators sought to accomplish the object and purpose of the conspiracy included, among others, the following:

12. **JEREMY KLEIN** and his co-conspirators acquired and operated Xpresso Pharmacy and BOH Pharmacy.

13. **JEREMY KLEIN** and his co-conspirators signed retail network agreements with various Medicare drug plan sponsors on behalf of Xpresso Pharmacy and BOH Pharmacy. By entering into these agreements, **KLEIN** and his co-conspirators promised that Xpresso Pharmacy and BOH Pharmacy would, among other things, comply with federal laws regarding the dispensing of prescription drugs.

14. **JEREMY KLEIN** and his co-conspirators purchased "patient leads," or lists containing the personally identifiable information, such as names and telephone numbers, for Medicare beneficiaries.

15. **JEREMY KLEIN** and his co-conspirators used call centers to contact these Medicare beneficiaries to encourage them to accept prescriptions for certain pre-selected, highly

reimbursable medications, without regard to the actual medical necessity of those prescription medications.

16. **JEREMY KLEIN** and his co-conspirators paid kickbacks and bribes to telemedicine companies to obtain prescriptions bearing physicians' signatures for those Medicare beneficiaries that **KLEIN** and his co-conspirators had previously contacted through the call centers.

17. **JEREMY KLEIN** and his co-conspirators submitted and caused to be submitted false and fraudulent claims to Medicare and Medicare drug plan sponsors through Xpresso Pharmacy and BOH Pharmacy for prescription medications that were procured through kickbacks and bribes, not medically necessary, and not eligible for reimbursement.

18. As a result of such false and fraudulent claims, Medicare and Medicare drug plan sponsors, through their PBMs, made approximately \$6.1 million in payments to Xpresso Pharmacy and BOH Pharmacy that were funded by Medicare.

19. **JEREMY KLEIN** and his co-conspirators diverted fraud proceeds from the scheme for their personal use and benefit, the use and benefit of others, and to further the fraud.

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

FORFEITURE
(18 U.S.C. § 982(a)(7))

1. The allegations of this Information are hereby re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of certain property in which the defendant, **JEREMY KLEIN**, has an interest.

2. Upon conviction of a conspiracy to commit health care fraud, as alleged in this Information, the defendant shall forfeit to the United States any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense, pursuant to Title 18, United States Code, Section 982(a)(7).

3. The property subject to forfeiture as a result of the alleged offense includes, but is not limited to, a sum of approximately \$3,058,441, which represents the total amount of gross proceeds traceable to the violation of Title 18, United States Code, Section 1349 alleged in the Information and which may be sought as a forfeiture money judgment.

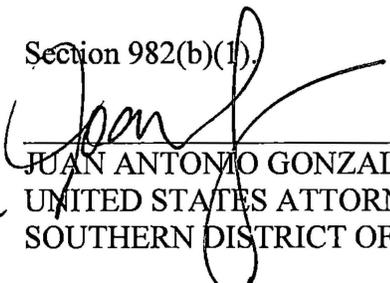
4. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p).

All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures set forth in Title 21, United States Code, Section 853, as incorporated by Title 18, United States Code,

Section 982(b)(1).

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