

JAN 24 2023

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

UNITED STATES OF AMERICA )  
 )  
 v. )  
 )  
 MARK J. W. CARR )

No. 3:23-00021  
18 U.S.C. § 371

  
DEPUTY CLERK

**I N F O R M A T I O N**

THE UNITED STATES ATTORNEY CHARGES:

INTRODUCTION

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) and a “federal health care program” as defined in Title 42, United States Code, Section 1320a-7b.

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. MILLENNIUM RX CORP (“Millennium Pharmacy”) was a pharmacy located in the Middle District of Tennessee at 3384 Mt. Juliet Road, Suite 1000, Mount Juliet, Tennessee, and licensed as a retail pharmacy in Tennessee.

9. ASPIRE PHARMACY LLC (“Aspire Pharmacy”) was a pharmacy located in the Middle District of Tennessee at 907 Rivergate Pkwy, E-9, Goodlettsville, Tennessee.

10. Defendant **MARK J. W. CARR** was a resident of Light House Point, Florida, and was a beneficial owner of Millennium Pharmacy and Aspire Pharmacy.

### COUNT ONE

11. Paragraphs 1 through 10 are re-alleged and incorporated by reference as though fully set forth herein.

12. From in or about September 2018 and continuing through in or about August 2021, in the Middle District of Tennessee and elsewhere, **MARK J. W. CARR** did willfully and knowingly combine, conspire, confederate, and agree with others known and unknown to the United States Attorney to commit certain offenses against the United States, that is:

- a. to violate Title 18, United States Code, Section 1347, by knowingly and willfully executing 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.

b. to violate Title 42, United States Code, Section 1320a-7b(b)(2)(A)&(B), by knowingly and willfully offering and paying remuneration, including kickbacks, bribes, and rebates, directly and indirectly, overtly and covertly, in cash and in kind to any person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of any item or service for which payment may be made in whole or in part a Federal health care program, that is, Medicare, and Medicare drug plan sponsors, and to purchase, lease, order, and arrange for and recommend purchasing, leasing, and ordering any good, facility, service, or item for which payment may be made in whole or in part under a Federal health care program, that is, Medicare and Medicare drug plan sponsors.

#### **Purpose of the Conspiracy**

13. 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 and marketing 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 Millennium 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**

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

15. **MARK J. W. CARR** and his co-conspirators acquired and operated Millennium

Pharmacy and Aspire Pharmacy.

16. **MARK J. W. CARR** and his co-conspirators signed retail network agreements with various Medicare drug plan sponsors on behalf of Millennium Pharmacy and Aspire Pharmacy. By entering into these agreements, **MARK J. W. CARR** and his co-conspirators promised that Millennium Pharmacy and Aspire Pharmacy would, among other things, comply with federal laws regarding the dispensing of prescription drugs.

17. **MARK J. W. CARR** and his co-conspirators purchased “patient leads,” or lists containing the personally identifiable information (“PII”), such as names and telephone numbers, for Medicare beneficiaries.

18. **MARK J. W. CARR** 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.

19. **MARK J. W. CARR** and his co-conspirators paid kickbacks and bribes to telemedicine companies and marketing companies to obtain prescriptions bearing physicians’ signatures for those Medicare beneficiaries that **MARK J. W. CARR** and his co-conspirators contacted through the call centers.

20. **MARK J. W. CARR** and his co-conspirators submitted and caused to be submitted false and fraudulent claims to Medicare and Medicare drug plan sponsors through Millennium Pharmacy for prescription medications that were procured through kickbacks and bribes, not medically necessary, and not eligible for reimbursement.

21. As a result of such false and fraudulent claims, Medicare and Medicare drug plan sponsors, through their PBMs, made over \$9 million in payments to Millennium Pharmacy that were

funded by the Medicare Part D program.

22. **MARK J. W. CARR** 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.

### OVERT ACTS

23. In furtherance of the conspiracy, and to accomplish its object and purpose, at least one co-conspirator committed and caused to be committed, in the Middle District of Tennessee and elsewhere, at least one of the following overt acts, among others:

A. On or about September 27, 2018, Millennium Pharmacy registered as a for profit corporation with the State of Tennessee;

B. On or about August 30, 2019, **MARK J. W. CARR** assumed the lease agreement for Millennium Pharmacy in Mount Juliet, Tennessee;

C. Between in or about March 2020 and in or about June 2020, Millennium Pharmacy submitted approximately seventeen claims for prescriptions to Medicare for Medicare beneficiary and New York resident G.M., and was paid a total of approximately \$28,913;

D. Between in or about March 2020 and in or about June 2020, Millennium Pharmacy, submitted approximately seven claims to Medicare for prescriptions for Medicare beneficiary and Georgia resident M.W., and was paid a total of approximately \$21,228;

E. Between in or about September 2019 and in or about October 2020, **MARK J. W. CARR** transferred approximately \$4.8 million from Millennium Pharmacy bank accounts to the accounts of Company #1 and Company #2 owned and controlled by **MARK J. W. CARR**;

F. On or about April 3, 2020, **MARK J. W. CARR** sent a domestic wire transfer from Company #1 to Company #3, a co-conspirator marketing company, for \$13,156;

G. On or about May 19, 2020, **MARK J. W. CARR**, his co-conspirators, and employees of Millennium Pharmacy engaged in a text messaging chat that discussed the operation

and management of Millennium Pharmacy and included direction by **MARK J. W. CARR** on billing pharmacy claims to Medicare.

H. In or around August 2020, **MARK J. W. CARR** and his co-conspirators formed Aspire Pharmacy;

I. In or around November 2020, **MARK J. W. CARR** and his co-conspirators closed Millennium Pharmacy; and

J. In or around August 2021, **MARK J. W. CARR** and his co-conspirators sold Aspire Pharmacy.

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

#### **FORFEITURE ALLEGATION**

23. The allegations of this information are re-alleged and incorporated by reference as though fully set forth herein for purposes of alleging forfeiture to the United States of certain property in which the defendant has an interest.

24. Upon conviction of a criminal conspiracy to commit a violation of Title 18, United States Code, 1347 or Title 42, United States Code, Section 1320a-7b, as alleged in this Information, **MARK J. W. CARR** 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).

25. The property subject to forfeiture includes, but is not limited to, the sum of money equal in value to the gross proceeds traceable to the commission of the violation alleged in this Information, which the United States will seek as a forfeiture money judgment as part of each defendant's sentence.

26. If any of the above-described forfeitable property, as a result of any act or omission

of **MARK J. W. CARR**:

- 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 that cannot be divided without difficulty,

the United States shall be entitled to forfeiture of substitute property, and it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p) to seek forfeiture of any other property of **MARK J. W. CARR**.

HENRY C. LEVENTIS  
UNITED STATES ATTORNEY



SARAH K. BOGNI  
ROBERT S. LEVINE  
ASSISTANT UNITED STATES ATTORNEYS



CRIMINAL COVER SHEET  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

Indictment ( )  
Complaint ( )  
Information ( X )  
Felony ( )  
Misdemeanor ( )  
Juvenile ( )

County of Offense: WILSON  
AUSA's NAME: SARAH BOGNI  
ROBERT S. LEVINE  
Reviewed by AUSA: SKB  
(Initials)

MARK J. W. CARR  
Defendant's Full Name

2301 NE 48 Ct., Lighthouse Point, Florida  
Defendant's Address

Interpreter Needed? \_\_\_\_\_ Yes X No  
If Yes, what language? \_\_\_\_\_

Saam Zangeneh  
Saam@zangenehlaw.com  
14 NE 1st Ave Ste 300, Miami, FL 33132  
786-525-3063 (cell)

Defendant's Attorney

COUNT(S)	TITLE/SECTION	OFFENSE CHARGED	MAX. PRISON (plus any mandatory minimum)	MAX. FINE
1	18 U.S.C. § 371	CONSPIRACY TO COMMIT AN OFFENSE: (health care fraud 18 U.S.C. § 1347 and/or Violation of Anti-Kickback Statute 42 U.S.C. § 1320a-7b(b))	5 years; 3 years S/R	\$250,000; \$100 Special Assessment

\*If the defendant is found to be an Armed Career Criminal, pursuant to 18 U.S.C. § 924(e), defendant will be subject to a term of imprisonment of between 15 years to life.

\*\*A charge pursuant to 8 U.S.C. § 1326, may carry a maximum sentence of one of the following: (1) up to 2 years; (2) up to 10 years; or (3) up to 20 years, depending upon a defendant's criminal and removal history.

Is the defendant currently in custody? Yes ( ) No ( X ) If yes, State or Federal? Writ requested ( )

Has a complaint been filed? Yes ( ) No ( X )  
If Yes: Name of the Magistrate Judge \_\_\_\_\_ Case No.: \_\_\_\_\_  
Was the defendant arrested on the complaint? Yes ( ) No ( )

Has a search warrant been issued? Yes ( X ) No ( )  
If Yes: Name of the Magistrate Judge \_\_\_\_\_ Case No.: SEALED

Was bond set by Magistrate/District Judge? Yes ( ) No ( ) Amount of bond: \_\_\_\_\_

Is this a Rule 20? Yes ( ) No ( X ) To/from what district? \_\_\_\_\_  
Is this a Rule 40? Yes ( ) No ( X ) To/from what district? \_\_\_\_\_

Estimated trial time: TWO WEEKS

The Clerk will issue 6 Summons WARRANT (circle one) (Note: If information, request for a warrant requires presentment of a sworn affidavit of probable cause to a judicial officer, who will determine whether to issue a warrant)

Detention requested: Yes ( ) No ( X ) Recommended conditions of release: standard conditions