

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 25-cr-60147-Dimitrouleas/Hunt

18 U.S.C. § 1349

18 U.S.C. § 982(a)(7)

FILED BY SM D.C.

**Jun 24, 2025**

ANGELA E. NOBLE  
CLERK U.S. DIST. CT.  
S. D. OF FLA. - FTL

UNITED STATES OF AMERICA

vs.

JEAN JETHRO ALEXANDRE,  
CHEYENNE TWINETTE EARLY, and  
SHEREE ANTOINETTE PROCTOR,

Defendants.

INFORMATION

The United States Attorney charges that:

GENERAL ALLEGATIONS

At all times material to this Information:

The 340B Drug Pricing Program

1. The 340B Drug Pricing Program (the “340B Program”) was a federal health care program, implemented through Section 340B of the Public Health Service Act, which allowed eligible health care organizations to purchase covered outpatient prescription drugs at significant discounts from drug manufacturers determined under a statutory formula (“340B Drugs”). The goal of the 340B Program was to substantially reduce the acquisition cost of 340B Drugs so that the 340B-participating health care entity would have more funds available to provide additional health care services to the low-income and indigent populations they served. The 340B Program was administered by the Health Resources and Services Administration (“HRSA”), an agency of the United States Department of Health and Human Services (“HHS”).

2. Before an entity was determined to be eligible to participate in the 340B Program, it first had to register and be certified by HRSA to participate. Registration for the 340B Program occurred on a quarterly basis, and during registration, HRSA required the submission of specific information into its 340B OPA Information System (340B OPAIS), which aided in confirming that entities were eligible for the 340B Program. Once approved, the entity would be listed on the 340B OPAIS and could begin purchasing drugs at the discounted 340B Program prices. The discounts on the drugs were received at the time of purchase from the drug manufacturers. Covered entities were also required to annually recertify that they have complied with all 340B Program requirements. If a 340B covered entity failed to recertify during the scheduled time frame for recertification, they would be terminated from the 340B Program.

3. The 340B Program allowed a 340B covered entity to purchase its discounted 340B Drugs through pharmacies with which the 340B covered entity had a written contract in place to provide pharmacy services and 340B drugs to authorized patients. These contract pharmacies acted as purchasing and dispensing agents on behalf of the 340B covered entity. If the contracted pharmacy purchased drugs from the manufacturer on behalf of a 340B entity at the discounted price the 340B entity was entitled to receive, the pharmacy would pass along the savings directly to the 340B covered entity. That is, the pharmacy would pay the 340B entity the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and amount that the pharmacy received from the sale of the drug to the authorized patient (which was paid by the patient's health insurance plan). The contracted pharmacy could keep a percentage of the profit as its dispensing fee.

4. A covered 340B entity was responsible for compliance, including prevention of diversion of 340B Drugs and adherence to the anti-kickback statute. As applied to the 340B Program, the anti-kickback statute prohibited anyone from offering, paying, soliciting, or receiving any

kickback, bribe, or rebate, directly or indirectly, overtly or covertly in cash or in kind, in return for referring an individual to the 340B entity for the furnishing or arranging for the furnishing of 340B Drugs paid for, in whole or in part, by a Federal health care program.

#### **The Medicare Program**

5. The Medicare Program (“Medicare”) was a federal health care program that provided free or below-cost health care benefits, including insurance coverage for prescription drugs, to individuals who were sixty-five years of age or older or disabled. Medicare was a “health care benefit program” as defined in Title 18, United States Code, Section 24(b) and a “Federal health care program,” as defined in Title 42, United States Code, Section 1320a-7(f).

#### **The Florida Medicaid Program**

6. The Florida Medicaid Program (“Medicaid”) was a partnership between the State of Florida and the federal government that provided health care benefits, including insurance coverage for prescription drugs, to certain low-income individuals in Florida. Medicaid was a “health care benefit program” as defined in Title 18, United States Code, Section 24(b), and a “Federal health care program,” as defined in Title 42, United States Code, Section 1320a-7(f).

#### **Commercial Health Insurance**

7. Commercial health insurance (“Commercial Insurance”) was health insurance offered or sponsored by a private company rather than the government, such as an insurance company, an employer, or other private entity, which provided health care benefits, including coverage for prescription drugs, to the person(s) covered by a health insurance plan. Commercial Insurance was a “health care benefit program” as defined in Title 18, United States Code, Section 24(b).

### **Pharmacy Benefit Manager**

8. A pharmacy benefit manager (“PBM”) was a third-party entity that administered and operated prescription drug plans for health care benefit programs, including Medicare, Medicaid, and Commercial Insurance. A PBM acted on behalf of one or more Medicare, Medicaid, and Commercial Insurance drug plans. When a prescription was submitted to a pharmacy on behalf of a person covered by a Medicare, Medicaid, or Commercial Insurance drug plan, the pharmacy submitted a claim to the PBM that represented the person’s drug plan. The PBM determined whether the pharmacy was entitled to payment for each claim, processed claims, and paid the pharmacy for processed claims. These included claims for 340B Drugs that the pharmacy had purchased at a discount through a covered entity’s participation in the 340B Program. The drug plan’s sponsor (i.e., Medicare, Medicaid, or Commercial Insurance) reimbursed the PBM for its payments to the pharmacy.

### **Relevant Entities**

9. CMJ Health Group, Inc. (“CMJ”) was a Florida nonprofit corporation located at 111 NW 183rd Street, Miami Gardens, Florida. CMJ purported to operate as a medical clinic providing health care services to individuals for the prevention and treatment of sexually transmitted diseases (STDs), including human immunodeficiency virus (HIV) and acquired immunodeficiency syndrome (AIDS). CMJ was registered with HRSA as a participant in the 340B Program from approximately February 2022 to July 2024, and again beginning in October 2024.

10. The Proctor Medical Group, LLC (“TPMG”), was a Florida limited liability company located at 700 East Atlantic Blvd., Suite 205, Pompano Beach, Florida. TPMG purported to operate as a medical clinic providing services to individuals for the prevention and treatment of STDs, including HIV and AIDS. TPMG was not a registered participant in the 340B Program, and was not eligible to purchase or receive 340B Drugs directly or indirectly.

11. Pharmacy 1 was a retail pharmacy located in Miami-Dade County, Florida that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 1 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 1 paid CMJ the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and Pharmacy 1's sale price of the 340B drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 1 kept as its dispensing fee.

12. Pharmacy 2 was a retail pharmacy located in Broward County, Florida that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 2 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 2 paid CMJ the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and Pharmacy 2's sale price of the 340B Drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 2 kept as its dispensing fee.

13. Pharmacy 3 was a retail pharmacy located in Broward County, Florida that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 3 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 3 paid CMJ the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and

Pharmacy 3's sale price of the 340B Drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 3 kept as its dispensing fee.

14. Pharmacy 4 was a retail pharmacy located in Miami-Dade County, Florida that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 4 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 4 paid CMJ the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and Pharmacy 4's sale price of the 340B Drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 4 kept as its dispensing fee.

15. Pharmacy 5 was a retail pharmacy located in New York County, New York, that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 5 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 5 paid CMJ the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and Pharmacy 5's sale price of the 340B Drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 5 kept as its dispensing fee.

16. Pharmacy 6 was a retail pharmacy located in Miami-Dade County, Florida that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 6 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 6 paid CMJ the

difference between the discounted acquisition cost of the drug (from the drug manufacturer) and Pharmacy 6's sale price of the 340B Drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 6 kept as its dispensing fee.

17. Pharmacy 7 was a retail pharmacy located in Broward County, Florida that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 7 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 7 paid CMJ the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and Pharmacy 7's sale price of the 340B Drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 7 kept as its dispensing fee.

18. Pharmacy 8 was a retail pharmacy located in Palm Beach County, Florida that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 8 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 8 paid CMJ the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and Pharmacy 8's sale price of the 340B Drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 8 kept as its dispensing fee.

19. Pharmacy 9 was a retail pharmacy located in Palm Beach County, Florida that contracted with CMJ to purchase and dispense 340B drugs on behalf of CMJ. Pharmacy 9 purchased 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and then submitted claims for such 340B Drugs to PBMs that represented

Medicare, Medicaid, and Commercial Insurance drug plans. In turn, Pharmacy 9 paid CMJ the difference between the discounted acquisition cost of the drug (from the drug manufacturer) and Pharmacy 9's sale price of the 340B Drug (paid, in whole or in part, by Medicare, Medicaid, and Commercial Insurance, through a PBM), less a percentage that Pharmacy 9 kept as its dispensing fee.

20. PBM 1 was a pharmacy benefit manager that administered and operated prescription drug plans for health care benefit programs, including Medicare, Medicaid, and Commercial Insurance. PBM 1 processed and paid claims for 340B Drugs submitted by Pharmacy 1, Pharmacy 2, Pharmacy 3, Pharmacy 4, Pharmacy 5, Pharmacy 6, Pharmacy 7, Pharmacy 8, and Pharmacy 9, among other pharmacies, on behalf of Medicare, Medicaid, and Commercial Insurance.

### **The Defendants**

21. Defendant **JEAN JETHRO ALEXANDRE**, a native and citizen of Haiti, was an undisclosed co-owner of CMJ and TPMG, and helped incorporate CMJ and TPMG in and around July 2021. **ALEXANDRE** directed and controlled operations at CMJ and TPMG from incorporation through on or about February 20, 2025.

22. Defendant **CHEYENNE TWINETTE EARLY**, a resident of Broward County, Florida, was the registered agent, president and co-owner of CMJ. **EARLY** applied for CMJ's registration in the 340B Program in and around January 2022, and again in and around October 2024. **EARLY** managed CMJ's daily operations from approximately February 2023 through on or about February 20, 2025.

23. Defendant **SHEREE ANTOINETTE PROCTOR**, a resident of Broward County, Florida, was the registered agent, manager, and co-owner of TPMG. **PROCTOR** operated TPMG from approximately February 2023 through on or about February 20, 2025. **PROCTOR** was a manager of CMJ in and around 2022 and helped it operate in and around 2022 and 2023.

**Other Relevant Individuals**

24. Driver 1 recruited individuals to be purported patients of CMJ, transported such individuals to and from CMJ, and offered and paid kickbacks to induce such individuals to be prescribed 340B Drugs, including 340B Drugs indicated for the prevention and treatment of HIV and AIDS. Driver 1 solicited and received kickbacks from CMJ for furnishing and arranging for the furnishing of prescriptions for 340B Drugs for the individuals recruited by Driver 1.

25. Driver 2 recruited individuals to be purported patients of CMJ, transported such individuals to and from CMJ, and offered and paid kickbacks to induce such individuals to be prescribed 340B Drugs, including 340B Drugs indicated for the prevention and treatment of HIV and AIDS. Driver 2 solicited and received kickbacks from CMJ for furnishing and arranging for the furnishing of prescriptions for 340B Drugs for the individuals recruited by Driver 2.

26. Driver 3 recruited individuals to be purported patients of CMJ and TPMG, transported such individuals to and from CMJ and TPMG, and offered and paid kickbacks to induce such individuals to be prescribed 340B Drugs, including 340B Drugs indicated for the prevention and treatment of HIV and AIDS. Driver 3 solicited and received kickbacks from CMJ and TPMG for furnishing and arranging for the furnishing of prescriptions for 340B Drugs for the individuals recruited by Driver 3.

27. Manager 1 organized, directed, and supervised the recruitment and transportation activities carried out for CMJ and TPMG by Driver 1, Driver 2, and Driver 3, and other co-conspirators, including the offering and paying of kickbacks to induce individuals to be purported patients of CMJ and TPMG and to be prescribed 340B drugs indicated for the prevention and treatment of HIV and AIDS. Manager 1 solicited and received kickbacks from CMJ and TPMG

for furnishing and arranging for the furnishing of prescriptions for 340B Drugs for the individuals recruited by Driver 1, Driver 2, and Driver 3.

28. Nurse 1 was a nurse practitioner employed by CMJ who prescribed 340B Drugs indicated for the prevention and treatment of STDs, including HIV and AIDS, to individuals purporting to be patients of CMJ, including individuals who had been recruited, offered, and paid kickbacks by and through Driver 1, Driver 2, Driver 3 and Manager 1.

29. Nurse 2 was a nurse practitioner employed by TPMG who prescribed 340B Drugs indicated for the prevention and treatment of STDs, including HIV and AIDS, to individuals purporting to be patients of TPMG, including individuals who had been recruited, offered, and paid kickbacks by and through Driver 1, Driver 2, Driver 3 and Manager 1.

**COUNT 1**  
**Conspiracy to Commit Health Care Fraud**  
**(18 U.S.C. § 1349)**

30. Paragraphs 1 through 29 of the General Allegations section of this Information are re-alleged and incorporated by reference as though fully set forth herein.

31. From in or around July 2021, and continuing through on or about February 20, 2025, in Broward County, in the Southern District of Florida, and elsewhere, the defendants,

**JEAN JETHRO ALEXANDRE,**  
**CHEYENNE TWINETTE EARLY, and**  
**SHEREE ANTOINETTE PROCTOR,**

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate, and agree with each other and with Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, Nurse 2, and others known and unknown to the United States Attorney, to 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, Medicaid, and

Commercial Insurance, 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 program, 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**

32. It was the purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by, among other things: (a) offering, paying, soliciting, and receiving kickbacks and bribes to furnish and arrange for the furnishing of prescriptions for 340B Drugs; (b) submitting and causing the submission of false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance for the payment of 340B Drugs that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement; (c) concealing the submission of false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance; and (d) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the conspiracy.

**Manner and Means of the Conspiracy**

The manner and means by which the defendants and their co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following:

33. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, and Manager 1, offered, paid, solicited, and received kickback and bribes, including cash payments, gift certificates, and in kind benefits and services such as food and transportation, to refer individuals to CMJ and TPMG for the furnishing of prescriptions for 340B Drugs, including

340B Drugs indicated for the treatment and prevention of HIV and AIDS prescribed by Nurse 1 and Nurse 2.

34. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused prescriptions for 340B Drugs to be furnished for individuals who had been offered and had received kickbacks and bribes, including cash payments, gift certificates, and in kind benefits and services such as food and transportation, for being referred to CMJ and the TPMG for the furnishing of such prescriptions for 340B drugs.

35. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, sent and caused to be sent to CMJ's contracted pharmacies, including, but not limited to, Pharmacies 1, 2, 3, 4, 5, 6, 7, 8, and 9, prescriptions for 340B Drugs that Nurse 1 and Nurse 2 had prescribed to individuals who had been offered and had received kickbacks and bribes, including cash payments, gift certificates, and in kind benefits and services such as food and transportation, for being referred to CMJ and the TPMG for the furnishing of such prescriptions for 340B drugs.

36. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused CMJ's contracted pharmacies, including, but not limited to, Pharmacies 1, 2, 3, 4, 5, 6, 7, 8, and 9, to purchase 340B Drugs at a discount from the drug manufacturer through CMJ's participation in the 340B Program, and to deliver or otherwise dispense such 340B Drugs to CMJ and TPMG.

37. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, and Manager 1, disposed and destroyed, and caused the disposal and destruction of, 340B Drugs before such 340B Drugs were provided to any person, which included, but was not limited to, flushing down toilets 340B Drugs prescribed by Nurse 1 and Nurse 2 that CMJ's contracted pharmacies, including Pharmacies 1, 2, 3, 4, 5, 6, 7, 8 and 9, had purchased on behalf of CMJ at a discount from the drug manufacturer and had delivered or otherwise dispensed to CMJ and TPMG.

38. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, and Manager 1, fabricated and falsified, and caused the fabrication and falsification of, records purporting to show that 340B Drugs had been provided to the respective individuals to whom such 340B Drugs were prescribed, when in truth and in fact, such 340B Drugs were not provided to any individual and were instead disposed of and destroyed by defendants and their co-conspirators.

39. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 1 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 1 had purchased and dispensed on behalf of CMJ, which included, but was not limited to, claims submitted by Pharmacy 1 to PBM 1 in the approximate amount of \$35,898,409 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

40. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 2 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 2 had purchased and dispensed on behalf of CMJ, which included, but was not limited to, claims submitted by Pharmacy 2 to PBM 1 in the approximate amount of \$17,103,613 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

41. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 3 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 3 had purchased and dispensed on behalf of CMJ, which included, but was not limited to, claims submitted by Pharmacy 3 to PBM 1 in the approximate amount of \$2,028,067 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

42. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 4 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 4 had purchased and dispensed on behalf of CMJ,

which included, but was not limited to, claims submitted by Pharmacy 4 to PBM 1 in the approximate amount of \$1,614,732 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

43. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 5 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 5 had purchased and dispensed on behalf of CMJ, which included, but was not limited to, claims submitted by Pharmacy 5 to PBM 1 in the approximate amount of \$899,382 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

44. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 6 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 6 had purchased and dispensed on behalf of CMJ, which included, but was not limited to, claims submitted by Pharmacy 6 to PBM 1 in the approximate amount of \$362,268 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

45. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 7 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 7 had purchased and dispensed on behalf of CMJ, which included, but was not limited to, claims submitted by Pharmacy 7 to PBM 1 in the approximate amount of \$160,098 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

46. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 8 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 8 had purchased and dispensed on behalf of CMJ, which included, but was not limited to, claims submitted by Pharmacy 8 to PBM 1 in the approximate amount of \$36,169 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

47. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused Pharmacy 9 to submit false and fraudulent claims to PBMs representing Medicare, Medicaid, and Commercial Insurance drug plans for reimbursement of 340B Drugs that Pharmacy 9 had purchased and dispensed on behalf of CMJ,

which included, but was not limited to, claims submitted by Pharmacy 9 to PBM 1 in the approximate amount of \$5,560 for 340B Drugs prescribed by Nurse 1 and Nurse 2 that were medically unnecessary, not provided as represented, furnished by offering, paying, soliciting, and receiving kickbacks and bribes, and otherwise ineligible for reimbursement.

48. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, caused CMJ's contracted pharmacies, including, but not limited to, Pharmacies 1, 2, 3, 4, 5, 6, 7, 8, and 9, to pay CMJ the proceeds of false and fraudulent claims for 340B Drugs that were paid by PBMs who represented and received reimbursement from Medicare, Medicaid, and Commercial Insurance drug plans.

49. **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY, SHEREE ANTOINETTE PROCTOR**, and their co-conspirators, including Driver 1, Driver 2, Driver 3, Manager 1, Nurse 1, and Nurse 2, used the proceeds of the conspiracy to commit health care fraud for their personal use and benefit, the use and benefit of others, and to further the fraud.

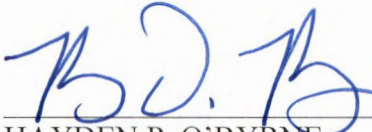
All in violation of Title 18, United States Code, Section 1349.


#### **FORFEITURE ALLEGATIONS**

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 America of certain property in which the defendants, **JEAN JETHRO ALEXANDRE, CHEYENNE TWINETTE EARLY**, and **SHEREE ANTOINETTE PROCTOR**, have an interest.

2. Upon conviction of a violation of Title 18, United States Code, Section 1349, as alleged in this Information, the defendants 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).

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).

  
for BRUCE D. BROWN  
HAYDEN P. O'BYRNE  
UNITED STATES ATTORNEY

  
DAVID A. SNIDER  
ASSISTANT UNITED STATES ATTORNEY