



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

PATRICIA ANDERSON,

Defendant.

CR No. 2:25-cr-00216-FMO

I N F O R M A T I O N

[18 U.S.C. § 1347: Health Care
Fraud; 18 U.S.C. § 982: Criminal
Forfeiture]

The Acting United States Attorney charges:

COUNTS ONE AND TWO

[18 U.S.C. §§ 1347, 2]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

Defendant and Relevant Entities

1. Defendant PATRICIA ANDERSON was a Nurse Practitioner who lived in West Hills, California, and had an office in Calabasas, California, within the Central District of California.

2. Defendant ANDERSON controlled and was a signatory for two checking accounts at Bank of America (the "Anderson BofA Accounts").

1 3. Co-Schemer 1 was a patient marketer from Orange,
2 California, within the Central District of California, who purported
3 to work for Company 1.

4 4. Company 1 was a California corporation purportedly owned by
5 Co-Schemer 1's attorney.

6 5. Co-Schemer 1 controlled a trust established for Co-Schemer
7 1's benefit. The trust held accounts at Wells Fargo Bank with
8 another individual as the signatory (collectively, the "Co-Schemer 1
9 Trust Accounts").

10 6. Co-Schemer 2 owned, operated, and was the Pharmacist-in-
11 Charge for MONTE VP LLC d/b/a Monte Vista Pharmacy ("Monte Vista"), a
12 pharmacy located at 9635 Monte Vista Avenue, Suite 202, Montclair,
13 California 91763, within the Central District of California.

14 Medi-Cal Program

15 7. Medicaid of California ("Medi-Cal") was a health care
16 benefit program, affecting commerce, that provided reimbursement for
17 medically necessary health care services for low-income individuals
18 including families with children, seniors, persons with disabilities,
19 individuals in foster care, pregnant women, and low-income
20 individuals with specific diseases such as tuberculosis, breast
21 cancer, or HIV/AIDS. Funding for Medi-Cal was shared between the
22 federal government and the State of California. Individuals who
23 qualified for Medi-Cal benefits were referred to as "beneficiaries."

24 8. Health care providers, including pharmacies, could receive
25 direct reimbursement from Medi-Cal by applying to Medi-Cal and
26 receiving a Medi-Cal provider number. Medi-Cal reimbursed health
27 care providers for medically necessary treatment and services
28 rendered to Medi-Cal beneficiaries.

1 9. To obtain payment for services, an enrolled provider, using
2 its unique provider number, submitted claims to Medi-Cal certifying
3 that the information on the claim form was truthful and accurate and
4 that the services provided were reasonable and necessary to the
5 health of the Medi-Cal beneficiary.

6 10. Medi-Cal was a "health care benefit program," as defined by
7 Title 18, United States Code, Section 24(b), and a "Federal health
8 care program," as defined by Title 42, United States Code, Section
9 1320a-7b(f).

10 11. Monte Vista was a Medi-Cal provider.

11 Medi-Cal Program's Temporary Prior Authorization Suspension

12 12. Medi-Cal at times required that providers obtain "prior
13 authorization" before providing certain health care services or
14 medications as a condition of reimbursement to ensure the health care
15 service or medication was medically necessary and otherwise covered.

16 13. As a condition of reimbursement, Medi-Cal traditionally
17 required prior authorization for an array of medications, including
18 medications that contained cheap, generic ingredients but were
19 manufactured in unique dosages, combinations, or package quantities,
20 and were not included in the applicable maximum price lists that
21 capped Medi-Cal reimbursements ("non-contracted, generic drugs").
22 However, Medi-Cal temporarily suspended prior authorization
23 requirements for most prescription medications at the beginning of
24 2022 in connection with an ongoing transition of Medi-Cal's
25 prescription drug program from managed care to fee-for-service,
26 referred to as "Medi-Cal Rx." In or around February 2022, Medi-Cal
27 notified providers of the change in prior authorization requirements,
28 which was made retroactive to in or around January 2022.

1 B. THE SCHEME TO DEFRAUD

2 14. Beginning in or around May 2022, and continuing through in
3 or around April 2023, in Los Angeles County, San Bernardino County,
4 and Orange County, within the Central District of California, and
5 elsewhere, defendant ANDERSON, together with Co-Schemer 1, Co-Schemer
6 2, and others known and unknown to the Acting United States Attorney,
7 knowingly, willfully, and with intent to defraud, executed and
8 willfully caused to be executed a scheme and artifice: (a) to defraud
9 a health care benefit program, namely, Medi-Cal, as to material
10 matters in connection with the delivery of and payment for health
11 care benefits, items, and services; and (b) to obtain money from a
12 health care benefit program, namely, Medi-Cal, by means of materially
13 false and fraudulent pretenses, representations, and promises, and
14 the concealment of material facts in connection with the delivery of
15 and payment for health care benefits, items, and services.

16 C. MEANS TO ACCOMPLISH THE SCHEME TO DEFRAUD

17 15. The fraudulent scheme operated, in substance, as follows:

18 a. Following Medi-Cal's suspension of prior authorization
19 requirements in February 2022, Co-Schemer 1 paid defendant ANDERSON
20 to write prescriptions on a per patient basis for certain non-
21 contracted, generic drugs -- including Chlorzoxazone 375 mg tablet;
22 Crotan 10% lotion; DermacinRx Lidogel 2.8% gel; Diclofenac 2%
23 solution pump; Fenoprofen 400 mg capsule; Folite tablet; Indocin 50
24 mg suppository; Lidocaine-Prilocaine 2.5%-2.5% cream; Lidocort 3%-
25 0.5% cream; Lidotral 3.88% cream; Lofena 25 mg tablet; Meloxicam 5 mg
26 capsule; Naftifine HCL 1% cream; Naproxen-Esomeprazole DR 375-20 mg
27 tablet; Norgesic Forte 50-770-60 mg tablet; Omeprazole-Sodium
28 Bicarbonate 20-1,680 packet; Oxiconazole Nitrate 1% cream; Synoflex

1 4%-5% patch, and DermacinRx Prenatrix Caplet (collectively, the
2 "Fraud Scheme Medications").

3 b. Specifically, Co-Schemer 1 and others working for
4 Company 1 provided defendant ANDERSON with the names and personal
5 identifying information for Medi-Cal beneficiaries.

6 c. Defendant ANDERSON then signed prescriptions for the
7 Fraud Scheme Medications for those Medi-Cal beneficiaries without
8 defendant ANDERSON ever meeting the beneficiaries, reviewing the
9 beneficiaries' medical records, or otherwise determining that the
10 drugs prescribed were medically necessary.

11 d. Defendant ANDERSON then sent or caused Company 1 to
12 send the prescriptions for the beneficiaries to Monte Vista.

13 e. Defendant ANDERSON was paid illegal kickbacks by Co-
14 Schemer 1 that were at times invoiced on a per patient basis in
15 return for each Fraud Scheme Medication order defendant ANDERSON
16 signed through payments from Co-Schemer 1's attorney and others in
17 the form of checks, wire transfers, and digital money transfers from
18 the Co-Schemer 1 Trust Accounts and other accounts held by Co-Schemer
19 1's attorney or Co-Schemer 1's attorney's law firm to the Anderson
20 BofA Accounts. In total, defendant ANDERSON was paid approximately
21 \$285,500 in kickbacks. Defendant ANDERSON knew that it was illegal
22 to receive kickback payments in exchange for signing prescriptions on
23 a per patient basis.

24 f. Defendant ANDERSON sent or caused to be sent the
25 prescriptions to Monte Vista, knowing and intending that Monte Vista
26 would submit false and fraudulent claims to Medi-Cal for the Fraud
27 Scheme Medications that were not medically necessary and procured
28 through the payment of illegal kickbacks.

g. Defendant ANDERSON knew that Medi-Cal would rely on her, as the medical provider, for the medical necessity of the drugs she ordered via prescriptions.

16. Pursuant to the scheme, from in or around May 2022 to in or around April 2023, defendant ANDERSON, along with Co-Schemer 1, Co-Schemer 2, and others known and unknown to the Acting United States Attorney, submitted and caused to be submitted at least approximately \$269,130,829.41 in false and fraudulent claims to Medi-Cal for purportedly dispensing the Fraud Scheme Medications, on which Medi-Cal paid at least approximately \$178,746,556.22.

D. EXECUTIONS OF THE FRAUDULENT SCHEME

17. On or about the dates set for below, within the Central District of California, and elsewhere, defendant ANDERSON, together with others known and unknown to the Acting United States Attorney, knowingly and willfully executed and willfully caused to be executed the fraudulent scheme described above by causing to be submitted the following false and fraudulent claims from Monte Vista to Medi-Cal:

COUNT	DATE	BENEF- ICIARY	CLAIM NO.	MEDICATION	PRESCRIBER	APPROX. BILLED AMOUNT
ONE	10/11/22	K.R.	512504 79201	Meloxicam 5 mg capsule	Defendant ANDERSON	\$13,424.45
TWO	10/13/22	K.R.	513746 95801	Lofena 25 mg tablet	Defendant ANDERSON	\$8,371.31

FORFEITURE ALLEGATION

[18 U.S.C. § 982]

1. Pursuant to Rule 32.2(a), Fed. R. Crim. P., notice is hereby given that the United States will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 982(a)(7), in the event of the defendant's conviction of the offenses set forth in any of Counts One or Two of this Information.

2. The defendant, if so convicted, shall forfeit to the United States of America the following:

(a) All right, title, and interest in any and all property, real or personal, that constitutes or is derived, directly or indirectly, from the gross proceeds traceable to the commission of any offense of conviction.

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), the defendant, if so convicted, shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as a result of any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof

(a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the Court; (d) has been

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1 substantially diminished in value; or (e) has been commingled with
2 other property that cannot be divided without difficulty.

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