

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
25-CR-20296-WILLIAMS/GOODMAN
Case No. _____

18 U.S.C. § 1349

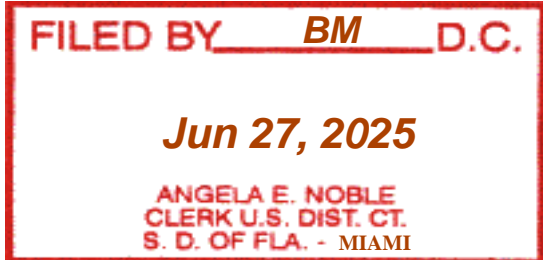
18 U.S.C. § 982(a)(7)

UNITED STATES OF AMERICA

vs.

NORIS ARTOLA and
AILYN FRANCISCO,

Defendants.



INFORMATION

The United States Attorney charges that:

GENERAL ALLEGATIONS

At all times relevant 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 who were sixty-five years of age or older or 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 Center 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 a “health care benefit program” as defined in Title 18, United States Code, Section 24(b).

3. Medicare was subdivided into multiple program “parts.” Medicare Part D subsidized the costs of prescription drugs.

Medicare Part D and Prescription Drugs

4. To receive Part D benefits, a beneficiary enrolled in a Medicare drug plan. Medicare drug plans were operated by private companies approved by Medicare. Those companies were often referred to as 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 prescription.

5. A pharmacy could participate in the Part D Program by entering a retail network agreement directly with a plan or 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 plan or to a PBM that represented the beneficiary’s Medicare drug plan. The plan or PBM determined whether the pharmacy was entitled to payment for each claim and periodically paid the pharmacy for outstanding claims. The drug plan’s sponsor reimbursed the PBM for its payments to the pharmacy.

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

8. Medicare drug plan sponsors were "health care benefit program[s]" as defined in Title 18, United States Code, Section 24(b).

The Defendants and Related Entities

9. US Hwy 1 Pharmacy Inc ("US Hwy 1 Pharmacy") was a Florida corporation located at 1609 SW 67th Ave., Miami, Florida.

10. Defendant **NORIS ARTOLA** was the registered agent and president of US Hwy 1 Pharmacy and a resident of Lee County, Florida.

11. Defendant **AILYN FRANCISCO** was a beneficial owner of US Hwy 1 Pharmacy and a resident of Miami-Dade County, Florida.

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

1. The General Allegations section of this Information is re-alleged and incorporated by reference as if fully set forth herein.

2. From in or around March 2018, and continuing through in or around July 2023, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**NORIS ARTOLA and
AILYN FRANCISCO,**

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate and agree with each other and others known and unknown to the Grand Jury, 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 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

3. It was a purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by, among other things: (a) submitting and causing the submission of false and fraudulent claims to Medicare and Medicare drug plan sponsors; (b) concealing the submission of false and fraudulent claims to Medicare and Medicare drug plan sponsors; and (c) diverting the fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the fraud scheme.

MANNER AND MEANS OF THE CONSPIRACY

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

4. **AILYN FRANCISCO, NORIS ARTOLA**, and their co-conspirators submitted, and caused US Hwy 1 Pharmacy to submit, false and fraudulent claims to the Medicare Part D Program, via interstate wire communications, for prescription drugs that were medically unnecessary and, in many cases, never provided to Medicare beneficiaries as represented.

5. As a result of such false and fraudulent claims, Medicare prescription drug plan sponsors, through their PBMs, made overpayments funded by the Medicare Part D Program to the corporate bank accounts of US Hwy 1 Pharmacy in the approximate amount of \$784,903.

6. **AILYN FRANCISCO, NORIS ARTOLA**, and their co-conspirators used the proceeds of the fraud for their personal use and benefit, the use and benefit of others, and to further the fraud scheme.

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

FORFEITURE ALLEGATIONS

1. The allegations contained in this Information are hereby realleged 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, **AILYN FRANCISCO** and **NORIS ARTOLA**, have an interest.

2. Upon conviction of a violation of Title 18, United States Code, Section 1349, a conspiracy to violate Title 18, United States Code, Section 1347, 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).

All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures set forth at Title 21, United States Code, Section 853, as incorporated by Title 18, United States Code, Section 982(b)(1).



HAYDEN P. O'BYPNE
UNITED STATES ATTORNEY



WILL I. ROSENZWEIG
ASSISTANT UNITED STATES ATTORNEY