

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA : Hon. John Michael Vazquez  
:   
v. : Criminal No. 22-  
:   
ANDERSON TRIGGS : 18 U.S.C. § 371

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

The defendant having waived in open court prosecution by indictment, the United States Attorney for the District of New Jersey charges:

**(Conspiracy to Violate the Anti-Kickback Statute)**

1. At times relevant to this Information, unless otherwise indicated:

**The Defendant and Others**

- a. Defendant ANDERSON TRIGGS was a resident of Florida. TRIGGS was a consultant for Main Avenue Pharmacy, Inc. (“Main Avenue Pharmacy”) and eventually became a board member of Parent Company-1, described below. TRIGGS also owned and operated a pharmaceutical marketing company called Triggs Global Management, Inc., also described below.
- b. Co-conspirator Adam Brosius, not charged in this Information, was a resident of Langhorne, Pennsylvania. Brosius was the director of business development for Main Avenue Pharmacy until on or about June 30, 2015, when he became the interim President of both Main Avenue Pharmacy and Parent Company-1. Brosius became the President of Main Avenue Pharmacy on or about November 13, 2015. Brosius was also the owner and President of Pharma Sales

Group, Inc. (“Pharma Sales”), which was a Pennsylvania corporation with its principal place of business in Langhorne, Pennsylvania.

c. Main Avenue Pharmacy was a mail-order pharmacy located in Clifton, New Jersey that primarily dispensed compounded medications. Main Avenue Pharmacy was acquired by Parent Company-1 in 2014 and was its wholly owned subsidiary.

d. Parent Company-1 was a publicly traded company incorporated in Delaware with its principal place of business in Clifton, New Jersey. Parent Company-1’s revenue was almost exclusively generated by Main Avenue Pharmacy from in or about 2014 through in or about 2016. The board of directors and officers of Parent Company-1 were directly involved in and responsible for the activities of Main Avenue Pharmacy, which did not have its own board of directors.

e. “Beneficiaries” were individuals covered under health care benefit programs, as defined under 18 U.S.C. § 24(b), including TRICARE, Medicare, and commercial insurance companies, and their associated pharmacy benefit managers, which provided prescription benefits that covered certain compounded medications under specific conditions.

f. TRIGGS owned and operated a marketing company named Triggs Global Management. TRIGGS directed prescriptions for medications for Beneficiaries to Main Avenue Pharmacy. In return, Main Avenue Pharmacy, either directly or indirectly through Pharma Sales, paid Triggs Global Management a

percentage of the reimbursement amount that Main Avenue Pharmacy received from health care benefit programs.

g. “Telemedicine Companies” were companies around the country that purportedly provided telemedicine services to individuals by hiring health care providers. Generally speaking, telemedicine allowed health care providers, such as doctors, to evaluate, diagnose, and treat patients remotely—without the need for an in-person visit—by using telecommunications technology, such as the internet or telephone, to interact with a patient. Before in or about June 2017, the practice of telemedicine was illegal in New Jersey.

#### Compounding

h. In general, “compounding” was a practice in which a licensed pharmacist or physician, combined, mixed, or altered ingredients of a drug to create a medication tailored to the needs of an individual patient. Compounded drugs were not approved by the Food and Drug Administration (“FDA”) because the FDA did not verify the safety, potency, effectiveness, or manufacturing quality of compounded drugs.

i. Generally, compounded drugs could be prescribed by a physician when an FDA-approved drug did not meet the health needs of a particular patient. For example, if a patient was allergic to a specific ingredient in an FDA-approved medication, such as a dye or preservative, a compounded drug could be prepared excluding the substance that triggered the allergic reaction. Compounded drugs could also be prescribed when a patient could not consume a medication by

traditional means, such as an elderly patient or child who could not swallow an FDA-approved pill and needed the drug in a liquid form that was not otherwise available.

j. Pharmacies engaged in the practice of compounding were referred to as “compounding pharmacies.”

#### TRICARE

k. TRICARE was a health care benefit program of the United States Department of Defense (“DoD”) Military Health System that provided health insurance coverage for active-duty military service members, National Guard and Reserve members, retirees, their families, and survivors. Individuals who received health care benefits through TRICARE were referred to as TRICARE Beneficiaries.

l. TRICARE and its pharmacy benefits manager were “health care benefit programs” that affected commerce as defined in 18 U.S.C. § 24(b) and were “federal health care programs” as defined in 42 U.S.C. § 1320a-7b(f).

#### Medicare

m. Medicare was a federal program to assist qualified elderly, blind, and disabled individuals in paying for the cost of health care. Individuals who received health care benefits through Medicare were referred to as Medicare Beneficiaries.

n. Medicare and its pharmacy benefits manager were “health care benefit programs” that affected commerce as defined in 18 U.S.C. § 24(b) and were “federal health care programs” as defined in 42 U.S.C. § 1320a-7b(f).

o. The Center for Medicare and Medicaid Services (“CMS”) was the federal agency responsible for the administration of the Medicare program. CMS contracted with private insurance companies to process and pay individual Medicare claims. Claims for Medicare and other insurance plans were submitted for processing and payment through the mail and/or electronically by utilizing facilities in interstate commerce.

### **The Conspiracy**

2. From in or about July 2015 through in or about July 2016, in the District of New Jersey, and elsewhere, defendant

### **ANDERSON TRIGGS**

knowingly and intentionally conspired and agreed with others to knowingly and willfully solicit and receive remuneration, directly and indirectly, overtly and covertly, in cash and in kind, that is, kickbacks and bribes, in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part under a federal health care program, that is, TRICARE and Medicare, contrary to Title 42, United States Code, Section 1320a-7b(b)(1)(A).

### **Goal of the Conspiracy**

3. The goal of the conspiracy was for TRIGGS and others to profit by receiving bribes and kickbacks from Main Avenue Pharmacy and Pharma Sales Group in exchange for Triggs Global Management and others obtaining prescriptions for highly expensive but medically unnecessary compounded

medications and other medications that were to be filled by Main Avenue Pharmacy, which then would receive lucrative reimbursements from federal health care benefit programs, including TRICARE and Medicare.

**Manner and Means of the Conspiracy**

4. To carry out the conspiracy and to effect its unlawful object, TRIGGS and others, including Brosius, engaged in a variety of means and methods including, among others, those described below.

5. Through Main Avenue Pharmacy's relationship with Triggs Global Management and others, the co-conspirators identified Beneficiaries so that they could obtain prescriptions for compounded drugs and other drugs and submit claims to the health care benefit programs, including TRICARE and Medicare.

6. Main Avenue Pharmacy, through Pharma Sales, which was controlled by Brosius, funneled money from the scheme to Triggs Global Management and others for procuring and referring compounded and other medication prescriptions to Main Avenue Pharmacy.

7. In turn, Triggs Global Management and others paid or caused to be paid a portion of these kickbacks and bribes to other marketing companies, who also paid Telemedicine Companies and their connected physicians. These payments to the Telemedicine Companies were rewards for procuring and referring compounded medication prescriptions for TRICARE and Medicare Beneficiaries. Triggs Global Management and others then referred the prescriptions back to Main Avenue Pharmacy for fulfillment.

8. In total, Main Avenue Pharmacy received over \$8 million in reimbursements from federal health care benefit programs, including TRICARE and Medicare, for compounded medications from in or about March 2014 to in or about June 2016 and more than \$35 million in total through the kickback scheme. Main Avenue Pharmacy then disbursed a substantial percentage of those reimbursements to Triggs Global Management and others, both directly and indirectly through Pharma Sales.

### Overt Acts

9. To advance the conspiracy and effect its object, TRIGGS, Brosius, and others committed or caused the commission of the following overt acts in the District of New Jersey and elsewhere:

a. On or about November 30, 2015, Main Avenue Pharmacy and Pharma Sales Group executed a contract, made “retroactively effective as of July 1, 2014,” to “establish a marketing relationship” between the two companies. The contract called for Main Avenue Pharmacy to pay Pharma Sales compensation that: (i) Pharma Sales would in turn pay to companies including Triggs Global Management; and (ii) Pharma Sales would keep based on a percentage of the reimbursement amount.

b. On or about July 28, 2015, an attorney for Parent Company-1 sent a “Letter of Intent” to TRIGGS, Brosius, and others purportedly to establish the relationship between Triggs Global Management and Parent Company-1. The Letter of Intent noted that the contemplated “operating relationship” was between

Triggs Global Management and Main Avenue Pharmacy. The Letter of Intent also called for Parent Company-1 to pay Triggs Global Management commissions of 60% of the reimbursements received by Main Avenue Pharmacy for filling prescriptions for compounded medications.

c. Triggs Global Management sent numerous prescriptions to Main Avenue Pharmacy in accordance with the Letter of Intent with the expectation that those prescriptions would yield reimbursements from which Triggs Global Management would be paid commissions.

d. For example, in or around November 2015, TRIGGS submitted several prescriptions to Main Avenue Pharmacy for fulfillment under the Letter of Intent. In an email dated November 18, 2015, Brosius emailed a Main Avenue Pharmacy employee and TRIGGS about the prescriptions TRIGGS had submitted complaining that they did not contain complete information such that Main Avenue Pharmacy could fill them and seek reimbursement. Brosius wrote: "Send it back to andy [TRIGGS] and have it corrected – it should have never got to [Main Avenue Pharmacy] if it was not complete." A Main Avenue Pharmacy employee then emailed TRIGGS with a list of prescriptions that needed to be "corrected" by TRIGGS.

e. In accordance with the Letter of Intent, beginning on or about August 14, 2015, a Pharma Sales Group bank account, owned and controlled by Brosius, began sending commission payments to a Triggs Global Management bank



account that TRIGGS owned and controlled as payment for prescriptions that TRIGGS directed to Main Avenue Pharmacy. For example:

i. on or about August 15, 2015, Pharma Sales Group paid Triggs Global Management approximately \$7,062.00;

ii. on or about September 18, 2015, Pharma Sales Group paid Triggs Global Management approximately \$10,603.00;

iii. on or about October 1, 2015, Pharma Sales Group paid Triggs Global Management approximately \$64,700.00; and

iv. on or about October 16, 2015, Pharma Sales Group paid Triggs Global Management approximately \$40,919.00.

f. From in or about August 2015 to in or about July 2016, Pharma Sales and Main Avenue Pharmacy paid Triggs Global Management over \$900,000, which included kickbacks and bribes for prescription referrals for Medicare and TRICARE Beneficiaries.

In violation of Title 18, United States Code, Section 371.

## **FORFEITURE ALLEGATIONS**

1. The allegations contained in this Information are realleged here for the purpose of alleging forfeiture, pursuant to 18 U.S.C. § 982(a)(7).

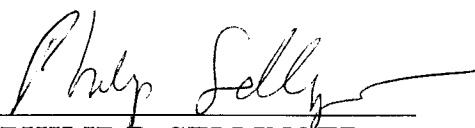
2. Upon conviction of the federal health care offense (as defined in 18 U.S.C. § 24) alleged in this Information, TRIGGS shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), all property, real and personal, obtained by TRIGGS that constitutes or is derived, directly and indirectly, from gross proceeds traceable to the commission of such offense, including but not limited to \$929,082.50 in United States currency.

## **SUBSTITUTE ASSETS PROVISION**

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

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- 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 subdivided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c) and 18 U.S.C. § 982(b), to seek forfeiture of any other property of the respective defendant up to the value of the above-described forfeitable property.

  
PHILIP R. SELLINGER  
United States Attorney

CASE NUMBER: \_\_\_\_\_

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**United States District Court  
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**UNITED STATES OF AMERICA**

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**ANDERSON TRIGGS**

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**INFORMATION FOR**

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**PHILIP R. SELLINGER**

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*NEWARK, NEW JERSEY*

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