

FILED *AT*
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA.
2021 AUG 26 PM 3:52

CAROL L. MICHEL
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FELONY

INDICTMENT FOR
CONSPIRACY TO DISTRIBUTE AND DISPENSE CONTROLLED SUBSTANCES,
DISTRIBUTING AND DISPENSING CONTROLLED SUBSTANCES, MAINTAINING A
DRUG-INVOLVED PREMISES, CONSPIRACY TO COMMIT HEALTH CARE FRAUD
AND NOTICE OF FORFEITURE

UNITED STATES OF AMERICA

*

CRIMINAL NO.

21-111

VERSUS

*

SECTION:

SECT. HMAG.2

ADRIAN DEXTER TALBOT, M.D.

*

VIOLATIONS: 21 U.S.C. § 846

21 U.S.C. § 841(a)(1)

21 U.S.C. § 856(a)(1)

18 U.S.C. § 1349

18 U.S.C. § 2

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The Grand Jury charges that:

BACKGROUND

A. **AT ALL TIMES RELEVANT HEREIN:**

The Controlled Substances Act

1. The Controlled Substances Act ("CSA") governed the manufacture, distribution, and dispensing of controlled substances in the United States. The CSA and the Code of Federal Regulations contained definitions relevant to this Indictment, some of which are set forth below.

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With limited exceptions for medical professionals, the CSA made it unlawful for any person to knowingly or intentionally manufacture, distribute, or dispense a controlled substance, or to conspire to do so.

2. Under the CSA, the United States Drug Enforcement Administration (“DEA”) regulated certain pharmaceutical drugs that were classified as controlled substances because of their potential for abuse or dependence, their accepted medical use, and their accepted safety for use under medical supervision.

3. Controlled substances were classified into five schedules, from Schedule I through Schedule V. Schedule I contained the most dangerous drugs with the highest potential for abuse or dependence, and had no medical use in the United States; and Schedule V contained the least dangerous drugs with the lowest potential for abuse or dependence, and had accepted medical uses in the United States.

4. A “Schedule II” drug was a drug or other substance that had a high potential for abuse, and abuse of which may have led to severe psychological or physical dependence. *See* 21 U.S.C. § 812(b)(2). Oxycodone, morphine sulfate, and methadone were Schedule II controlled substances. Oxycodone, sometimes prescribed in combination with acetaminophen under the brand name Endocet, was used to treat severe pain. Oxycodone, morphine sulfate, and methadone, as with other opioids, were highly addictive.

5. Generally, Schedule II drugs could only be dispensed by way of written prescriptions issued by licensed and registered practitioners. 21 U.S.C. § 829(a).

6. Medical practitioners, such as physicians, who were authorized to prescribe controlled substances by the jurisdiction in which they were licensed to practice medicine, were

authorized under the CSA to prescribe, or otherwise distribute, controlled substances, if they were registered with the Attorney General of the United States. 21 U.S.C. § 822(b); 21 C.F.R. § 1306.03. Upon application by the practitioner, the Drug Enforcement Administration (“DEA”) assigned a unique registration number to each qualifying medical practitioner, including physicians.

7. Chapter 21 of the Code of Federal Regulations, Section 1306.04, governed the issuance of prescriptions and provided, among other things, that a prescription for a controlled substance “must be issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice.” Moreover, “[a]n order purporting to be a prescription issued not in the usual course of professional treatment . . . is not a prescription within the meaning and intent of [the CSA] and the person knowingly filling such a purported prescription, as well as the person issuing it, shall be subject to the penalties provided for violations of the provisions of law relating to controlled substances.”

8. Federal law prohibited physicians from pre-signing prescriptions because “all prescriptions for controlled substances shall be dated as of, and signed on, the day when issued and shall bear the full name and address of the patient, the drug name, strength, dosage form, quantity prescribed, directions for use, and the name, address and registration number of the practitioner.” 21 C.F.R. § 1306.05(a). “The refilling of a prescription for a controlled substance listed in Schedule II is prohibited.” 21 C.F.R. § 1306.12(a); 21 U.S.C. § 829(a).

Health Care Benefit Programs and Claims Submission Process

9. The United States Department of Health and Human Services, through the Centers of Medicare and Medicaid Services (“CMS”), administered the Medicare Program (“Medicare”),

which was a federal program that provided free or below-cost health care benefits to persons who were sixty-five years of age or over or disabled.

10. CMS and the Louisiana Department of Health administered the Louisiana Medicaid Program (“Medicaid”), which was a joint federal and state program that provided benefits to Louisiana residents who met certain eligibility requirements, including income requirements.

11. Private insurance companies, such as Blue Cross and Blue Shield of Louisiana (“Blue Cross”) provided health care benefits for individuals enrolled with their plans.

12. Medicare, Medicaid, and Blue Cross were each a “health care benefit program” within the meaning of Title 18, United States Code, Section 24(b), and Medicare and Medicaid were each a “Federal health care program,” within the meaning of Title 42, United States Code, Section 1320a-7b(f).

13. Individuals who qualified for Medicare benefits were commonly referred to as Medicare “beneficiaries.” Each beneficiary was given a unique Medicare identification number.

14. Individuals who qualified for Medicaid and Blue Cross benefits were commonly referred to as “members.” Each member was given a unique identification number, and, as members, they were eligible to receive a variety of goods and services.

15. Medical service providers, including hospitals, clinics, physicians, nurse practitioners, and pharmacies (“providers”), meeting certain criteria, could enroll with health care benefit programs, including Medicare, Medicaid, and Blue Cross, and provide medical services to beneficiaries and members. Providers would then submit claims, either electronically or in hard copy, to health care benefit programs seeking reimbursement for the cost of items and services provided.

16. As part of the enrollment process, health care providers, including physicians, clinics, and pharmacies, submitted enrollment applications to Medicare, Medicaid, and Blue Cross. To participate in these programs, providers were required to certify that they would comply with all related laws, rules, and regulations. If a provider's application was approved, Medicare, Medicaid, and Blue Cross, each, assigned the provider a unique provider number. With a provider number, providers could submit claims to Medicare, Medicaid, and Blue Cross to obtain reimbursement for medically necessary items and services rendered to beneficiaries and members.

17. Medicare, Medicaid, and Blue Cross provided a variety of benefits, including prescription drug coverage, sometimes at additional cost, to beneficiaries and members.

18. Specifically, Medicare Part D subsidized the costs of prescription drugs for beneficiaries. Part D covered drugs that were dispensed upon a valid prescription and for a medically accepted indication that facilitated the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member.

19. In order to receive Part D benefits, a beneficiary enrolled in a Medicare drug plan. Part D drug plans were operated by private health insurance companies approved by Medicare and 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.

20. CMS compensated Medicare sponsors for providing prescription drug benefits to beneficiaries. CMS paid Medicare sponsors a monthly fee for each beneficiary enrolled in the Medicare sponsors' plans. Such payments were called capitation fees. The capitation fee was adjusted periodically based on various factors, including beneficiaries' medical conditions. In addition, in some cases where a Medicare sponsor's expenses for a beneficiary's prescription drugs

exceeded that beneficiary's capitation fee, CMS reimbursed the Medicare sponsor for a portion of those additional expenses.

21. Under Part D, upon receiving prescriptions, pharmacies submitted claims for dispensing prescription drugs to Medicare or to pharmacy benefit managers ("PBMs"). Medicare or PBMs reimbursed pharmacies at specified rates, minus any copayments to be paid by beneficiaries.

22. Conversely, Medicaid and Blue Cross provided direct prescription drug coverage to eligible members through their pharmacy programs or similar drug plans.

23. Medicare, Medicaid, and Blue Cross, including through fiscal intermediaries, ultimately reimbursed claims submitted by service providers, including pharmacies, for dispensing prescription drugs to beneficiaries and members.

24. For prescription drugs to be appropriately reimbursed, Medicare, Medicaid, and Blue Cross required that those drugs be dispensed pursuant to valid prescriptions, be medically necessary for the treatment of covered illnesses of the covered beneficiary or member, and be in compliance with federal and state laws, rules, and regulations. In other words, Medicare, Medicaid, and Blue Cross would not reimburse claims for prescription drugs that were not medically necessary, were dispensed without a valid prescription, or were issued outside the course and scope of professional practice. Medicare, Medicaid, and Blue Cross considered a prescription for a controlled substance to be a statement from the medical provider authorizing the prescription that the controlled substance was medically necessary in the opinion of that medical provider.

The Defendant and Related Individuals and Entities

25. Medex Clinical Consultants Professional Limited Liability Company (“Medex”) was a Louisiana limited liability company, formed by **TALBOT** in 2010 and located in Slidell, Louisiana. Medex purported to be a primary care clinic, offering general medical services to beneficiaries, members, and others but, in reality, provided primarily pain management services to beneficiaries, members, and others.

26. Empire Associates, L.L.C. was a Louisiana limited liability company, formed by **TALBOT** in 2006 and located in Slidell, Louisiana. Empire owns the property on which Medex is situated and leases that property to Medex.

27. Alexandria VA Medical Center, located in Pineville, Louisiana, was a VA health care facility providing comprehensive acute and extended health care in areas of medicine, surgery, psychiatry, physical medicine and rehabilitation, neurology, oncology, dentistry, geriatrics, and extended care. The Alexandria VA Medical Center serves a potential veteran population of over 100,000 veterans and has an active patient roster of over 37,000 veterans.

28. From February 1999 until November 30, 2017, **ADRIAN DEXTER TALBOT, M.D. (“TALBOT”)**, age 55, a resident of Slidell, Louisiana, was a general practice physician licensed to practice medicine in the State of Louisiana. On November 30, 2017, **TALBOT’S** medical license expired. At all relevant times, **TALBOT** was registered with the DEA and was authorized to issue prescriptions and dispense controlled substances for legitimate medical purposes when acting in the usual course of professional practice.

29. **TALBOT**, beginning in or around October 2010, owned and operated Medex and provided physician services, including pain management services, through Medex.

30. Anil Prasad, M.D., of Mandeville, Louisiana, was a medical doctor licensed to practice medicine in the State of Louisiana who practiced in the field of neurology. At all relevant times, Prasad was registered with the DEA and was authorized to issue prescriptions and dispense controlled substances for legitimate medical purposes when acting in the usual course of professional practice.

31. Office Employee 1 was employed by Medex as an office manager and was not a licensed medical professional or practitioner in Louisiana.

32. Nurse Practitioner 1 was a nurse practitioner licensed to practice in the State of Louisiana who worked at Medex. Nurse Practitioner 1 was not authorized to prescribe controlled substances in connection with the treatment of chronic or intractable pain.

33. Nurse Practitioner 2 was a nurse practitioner licensed to practice in the State of Louisiana who worked at Medex. Nurse Practitioner 2 was not authorized to prescribe controlled substances in connection with the treatment of chronic or intractable pain.

34. Nurse Practitioner 3 was a nurse practitioner licensed to practice in the State of Louisiana who worked at Medex. Nurse Practitioner 3 was not authorized to prescribe controlled substances in connection with the treatment of chronic or intractable pain.

B. THE SCHEME:

35. Beginning in or around February 2015, and continuing through in or around July 2018, **TALBOT** conspired to and engaged in a scheme to prescribe controlled substances outside the scope of professional practice and not for a legitimate medical purpose with knowledge that the prescriptions would be filled using insurance benefits, thereby defrauding health care benefit programs, including Medicare, Medicaid, and Blue Cross. Specifically, **TALBOT** and his co-

conspirators caused the unlawful distribution and dispensing of more than 1,200,000 doses of Schedule II controlled substances and caused the submission of false and fraudulent claims to health care benefit programs, including Medicare, Medicaid, and Blue Cross, totaling more than \$5,100,000.

C. PURPOSE OF THE SCHEME:

36. It was a purpose of the scheme for **TALBOT** and others known and unknown to the Grand Jury to unlawfully enrich themselves by, among other things, authorizing not medically necessary prescriptions for controlled substances in exchange for cash payments and other remuneration, which caused the submission of claims for the medically unnecessary prescriptions for controlled substances to Medicare, Medicaid, Blue Cross, and other health care benefit programs based upon materially false and fraudulent pretenses, representations, and promises.

D. MANNER AND MEANS OF THE SCHEME:

37. The manner and means by which **TALBOT** and his co-conspirators sought to accomplish the objects and purpose of the scheme included, among others, the following:

a. **TALBOT** formed, owned, and operated Medex, through which he practiced general medicine, including pain management.

b. Medex kept irregular business hours. Patients frequently arrived at the clinic before 5:00 a.m. Medex typically opened its doors before 7:00 a.m., at which time, the patients would be allowed inside. The patients generally stayed in the clinic until the nurse practitioners arrived, which usually was at 7:30 or 8:00 a.m., and then the patients exited the clinic as a group with prescriptions. Medex typically closed before 12:00 p.m.

c. **TALBOT**, through Medex, employed individuals who were not licensed medical professionals or practitioners in Louisiana (“non-practitioners”), including Office Employee 1.

d. **TALBOT**, through Medex, also contracted with nurse practitioners licensed in the State of Louisiana, including Nurse Practitioner 1, Nurse Practitioner 2, and Nurse Practitioner 3. These nurse practitioners were not permitted to write prescriptions in connection with the treatment of chronic or intractable pain.

e. In or around January 5, 2015, at **TALBOT’S** direction, Medex discontinued accepting Medicare benefits for office visits, and beneficiaries were required to pay cash, out-of-pocket, for their office visits. At that time, **TALBOT** directed beneficiaries to sign consent forms acknowledging that Medicare would no longer be billed or provide reimbursement for any services provided by **TALBOT**, but that beneficiaries could utilize their Medicare benefits for other purposes. To that end and with **TALBOT’S** knowledge, beneficiaries continued to use their insurance benefits to fill their Medex prescriptions at pharmacies.

f. Beginning on or about February 22, 2015, and continuing through on or about August 5, 2016, **TALBOT** worked full-time at the Alexandria VA Medical Center, an approximately three- and one-half-hour drive from Medex, while continuing to reside in Slidell, Louisiana. As a full-time employee at the Alexandria VA Medical Center, **TALBOT** worked every Monday through Friday from 8:00 a.m. until 4:30 p.m., with the exception of various vacation and sick days.

g. After beginning work at the Alexandria VA Medical Center, **TALBOT** largely stopped appearing onsite or performing patient examinations at Medex, but when he did

appear at Medex, he pre-signed prescriptions for controlled substances for beneficiaries, members, and others who had visits scheduled in the future. Nevertheless, business continued as usual at Medex.

h. **TALBOT** ordered and directed Medex employees, including Office Employee 1, and nurse practitioners to open Medex and to receive and treat beneficiaries, members, and others when **TALBOT** was not able to be present due to his employment at the Alexandria VA Medical Center.

i. While employed at the Alexandria VA Medical Center, **TALBOT** instructed non-practitioners to evaluate beneficiaries, members, and others at Medex, despite the non-practitioners being unqualified to do so.

j. **TALBOT** pre-signed prescriptions for controlled substances so that Medex could dispense these prescriptions to beneficiaries, members, and others on days and times when **TALBOT** was not physically present at Medex. **TALBOT** pre-signed these prescriptions without performing a medical examination on the individuals to determine whether there was a legitimate medical need for the prescribed controlled substances.

k. **TALBOT** would leave the pre-signed prescriptions for controlled substances with employees of Medex.

l. In accordance with **TALBOT'S** instructions, when beneficiaries, members, and others arrived for visits at Medex, they would use their insurance benefits, excluding Medicare, or pay in cash, anywhere from \$160 to \$240 per visit, to employees who worked at the front desk at Medex, including Office Employee 1.

m. In accordance with **TALBOT'S** instructions, after making a cash payment to Office Employee 1 or utilizing Medicaid, Blue Cross, or other private insurance, Nurse Practitioner 1, Nurse Practitioner 2, and Nurse Practitioner 3 would perform cursory assessments of beneficiaries, members, and others. After visiting with Nurse Practitioner 1, Nurse Practitioner 2, or Nurse Practitioner 3, beneficiaries, members, and others would then pick up from Office Employee 1 prescriptions for controlled substances that had been pre-signed by **TALBOT**.

n. From on or about February 22, 2015, and continuing through on or about August 5, 2016, while working full-time at the Alexandria VA Medical Center, **TALBOT** wrote approximately 14,153 prescriptions for controlled substances for beneficiaries, members, and others at Medex under his DEA number on the same days he was working at his full-time job in Pineville, Louisiana.

o. For example, on July 27, 2015, while working at the Alexandria VA Medical Center, **TALBOT** wrote prescriptions for sixty-six different patients at the Alexandria VA Medical Center, writing his first prescription of the day at 8:53 a.m. and his last at 4:21 p.m. **TALBOT** did not enter any Current Procedural Terminology codes for patient interactions on this date. Some of the sixty-six prescriptions that **TALBOT** issued were for controlled substances. On that same date, Medex issued prescriptions bearing **TALBOT's** signature, including prescriptions for controlled substances, to fifteen different individuals, including beneficiaries and members. Of those fifteen individuals, eight were Medicaid members for whom **TALBOT** submitted billing for face-to-face office visits.

p. **TALBOT** and his co-conspirators routinely ignored signs that individuals frequenting Medex were drug-seeking or abusing the drugs prescribed. Moreover, **TALBOT** and

his co-conspirators routinely ignored signs that individuals frequenting Medex were otherwise critically compromising their health and safety, such as: aberrant drug screens; pleas and warnings from individuals' family members and friends about individuals' conditions or drug abuse; and self-reporting by individuals suggesting their medication regimens were too strong or self-reporting prior abuse of alcohol and drugs.

q. On or about August 8, 2016, **TALBOT** began a leave of absence from his position at the Alexandria VA Medical Center, which he took due to a purported medical condition.

r. On or about November 1, 2016, **TALBOT** hired Prasad to work at Medex as a physician treating individuals with chronic pain. **TALBOT** agreed to pay Prasad a bi-weekly salary of \$2,050 for Prasad's services at Medex.

s. Beginning in or around November 2016, at **TALBOT'S** direction, Medex stopped accepting all insurance benefits for office visits, including Medicaid and Blue Cross, requiring members and others to pay cash. At that time, **TALBOT** directed all members and others to sign consent forms acknowledging that services provided by **TALBOT** would no longer be billed to and covered by insurance, but that members and others could utilize their insurance benefits for other purposes. To that end and with **TALBOT'S** knowledge, members and others continued to use their insurance benefits to fill their Medex prescriptions at pharmacies.

t. Beginning in or around February 2017, Prasad ceased working full days at Medex and largely stopped performing patient examinations.

u. On the days that Prasad was onsite at Medex, he was only there for a few hours each day. At **TALBOT's** direction, he spent his time at Medex pre-signing prescriptions

for controlled substances for individuals who had visits scheduled in the future so that Medex would continue to be profitable, without regard to actual patient care.

v. Prasad would either pre-sign prescriptions with the controlled substances already pre-filled in or Prasad would pre-sign blank prescriptions. Prasad would leave the pre-signed prescriptions with Medex employees, including Office Employee 1.

w. When beneficiaries, members, and others arrived for their visits at Medex, they would pay anywhere from \$160 to \$240 per visit in cash to Office Employee 1. After a cash payment was made to Office Employee 1, Nurse Practitioner 2 or Nurse Practitioner 3 would then perform a cursory assessment of the individuals. After visiting with Nurse Practitioner 2 or Nurse Practitioner 3, the beneficiaries, members, and others would obtain prescriptions for controlled substances that Prasad had pre-signed from Office Employee 1, all at **TALBOT's** direction.

x. At all relevant times while Prasad was working at Medex, **TALBOT** controlled the prescription practices at Medex. Prasad did not have the authority to alter individuals' dosages or cease prescribing controlled substances to individuals.

y. Whether beneficiaries, members, or others received prescriptions signed by **TALBOT** or Prasad, they would fill these prescriptions at area pharmacies using their insurance benefits, including Medicare, Medicaid, and Blue Cross benefits. On certain occasions, pharmacies notified Medex, **TALBOT**, and Prasad that individuals, including beneficiaries and members, filled the pre-signed prescriptions using Medicare, Medicaid, Blue Cross, or other insurance benefits to pay for the prescriptions. These pharmacies or insurance programs contacted Medex requesting **TALBOT'S** or Prasad's authorization so that the prescriptions could be filled.

z. In total, from February 2015 to July 2018, Medicare Part D paid approximately \$1,862,614.21, Medicaid paid approximately \$2,480,991.23, and Blue Cross paid approximately \$832,109.60 for prescriptions for controlled substances that **TALBOT** pre-signed, or that Prasad pre-signed at **TALBOT'S** direction, without performing appropriate examinations on the individuals receiving the prescriptions or determining whether there was any medical necessity for these controlled substances.

COUNT 1

(21 U.S.C. § 846 – Conspiracy to Unlawfully Distribute and Dispense Controlled Substances)

A. AT ALL TIMES RELEVANT:

38. The allegations in Paragraphs 1 through 37 of the Indictment are re-alleged and incorporated by reference as if fully set forth herein.

B. THE CONSPIRACY:

39. Beginning in or around February 2015, and continuing through in or around July 2018, in the Eastern District of Louisiana, and elsewhere, the defendant, **ADRIAN DEXTER TALBOT, M.D.**, did knowingly and intentionally combine, conspire, confederate, and agree with Prasad, and other persons known and unknown to the Grand Jury to distribute and to dispense, outside the scope of professional practice and not for a legitimate purpose, quantities of Schedule II controlled substances, in violation of Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(C), all in violation of Title 21, United States Code, Section 846.

COUNTS 2 – 5

(21 U.S.C. § 841(a)(1) – Unlawful Distribution and Dispensing of a Controlled Substance)

A. AT ALL TIMES RELEVANT:

40. The allegations in Paragraphs 1 through 37 of the Indictment are re-alleged and incorporated by reference as if fully set forth herein.

B. UNLAWFUL DISPENSING OF A CONTROLLED SUBSTANCE:

41. On or about the dates set forth below, with respect to each count, in the Eastern District of Louisiana, and elsewhere, the defendant, **ADRIAN DEXTER TALBOT, M.D.**, aiding and abetting and aided and abetted by others known and unknown to the Grand Jury, did knowingly and intentionally distribute and dispense, outside the scope of professional practice and not for a legitimate medical purpose, controlled substances, as set forth below:

Count	Date Filled	Individual	Prescription Number	Schedule	Controlled Substance	No. of Pills
2	6/13/2016	W.A.	4676235-2	Schedule II	Morphine Sulfate ER 15 mg	60
3	6/16/2016	M.F.	224338	Schedule II	Oxycodone HCL 15 mg	90
4	6/9/2016	T.N.	156137	Schedule II	Endocet 325 mg	120
5	7/21/2016	D.B.	875854	Schedule II	Methadone 10 mg	120

Each of the above is a violation of Title 21, United States Code, Section 841(a)(1) and Title 18, United States Code, Section 2.

COUNT 6

(21 U.S.C. § 856(a)(1) – Maintaining a Drug-Involved Premises)

A. AT ALL TIMES MATERIAL HEREIN:

42. The allegations in Paragraphs 1 through 37 of this Indictment are re-alleged and incorporated by reference as if fully set forth herein.

B. MAINTAINING A DRUG-INVOLVED PREMISES:

43. Beginning in or around February 2015, and continuing through in or around July 2018, operating in the Eastern District of Louisiana, and elsewhere, the defendant, **ADRIAN DEXTER TALBOT, M.D.**, aiding and abetting and aided and abetted by others, did knowingly, intentionally, and unlawfully use, maintain, manage, and control the following premises for the purpose of distributing Schedule II-IV controlled substances outside the usual course of professional practice and without a legitimate medical purpose:

**Medex Clinical Consultants Professional Limited Liability Company
1410 Gause Boulevard
Slidell, Louisiana 70458**

In violation of Title 21, United States Code, Section 856(a)(1) and Title 18, United States Code, Section 2.

COUNT 7

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

A. AT ALL TIMES RELEVANT:

44. The allegations in Paragraphs 1 through 37 of the Indictment are re-alleged and incorporated by reference as if fully set forth herein.

B. THE CONSPIRACY:

45. Beginning in or around February 2015, and continuing through in or around July 2018, in the Eastern District of Louisiana, and elsewhere, the defendant, **ADRIAN DEXTER TALBOT, M.D.**, did knowingly and willfully conspire and agree with Prasad with others known and unknown to the Grand Jury, to commit certain offenses against the United States, that is, to execute, and attempt 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, Blue Cross, and other health care benefit programs, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money owned by, and under the custody and control of, Medicare, Medicaid, Blue Cross, and other 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.

C. PURPOSE OF THE CONSPIRACY:

46. It was a purpose of the conspiracy for **TALBOT** and his co-conspirators to unlawfully enrich themselves, as described in Paragraphs 35 through 37 of the Indictment, and re-alleged and incorporated by reference as though fully set forth herein.

D. MANNER AND MEANS OF THE CONSPIRACY:

47. In furtherance of the conspiracy and to accomplish its object and purpose, the methods, manner, and means that were used are described in Paragraph 37 of the Indictment and are re-alleged and incorporated by reference as though fully set forth herein.

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

NOTICE OF FORFEITURE

1. The allegations of Counts 1 through 7 of this Indictment are incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States.

2. As a result of the offenses alleged in Counts 1 and 7, the defendant, **ADRIAN DEXTER TALBOT, M.D.**, shall forfeit to the United States pursuant to Title 18, United States Code, Section 982(a), any property, real or personal, involved in said offenses, and any property traceable to such property, including but not limited to the following:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of St. Tammany, City of Slidell, in that area known as **LOG CABIN SUBDIVISION** and in accordance with the plat of survey of Resubdivision by J.V. Burkes & Associates, Inc., dated 8/4/2004 and filed for record in Map File No. 3723A said Lot is designated as Lot 6-A of Square 3 and measures 124 feet front on Gause Blvd., the same width in the rear, by a depth of 208.79 feet on each sideline. Lot 6-A if formed out of parts of former Lots 5 and 6 and a portion of an Unnamed Street.

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

- 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 which cannot be divided without difficulty;

the United States shall seek a money judgment and, pursuant to Title 21, United States Code, Section 853(p), forfeiture of any other property of the defendant up to the value of said property.

A TRUE BILL:



JOSEPH S. BEEMSTERBOER
ACTING CHIEF, FRAUD SECTION
UNITED STATES DEPARTMENT OF JUSTICE

DUANE A. EVANS
UNITED STATES ATTORNEY

A handwritten signature in cursive script, appearing to read "Sara Porter", written over a horizontal line.

SARA E. PORTER
Trial Attorney
Criminal Division, Fraud Section
United States Department of Justice

A handwritten signature in cursive script, appearing to read "David Howard Sinkman", written over a horizontal line.

DAVID HOWARD SINKMAN
Assistant United States Attorney
Eastern District of Louisiana

New Orleans, Louisiana
August __, 2021