


AF Approval 

Chief Approval 

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:16-cr-271-T-35AEP

ANTHONY BALDIZZI

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by ~~A. Lee Bentley, III~~ *Maria Chapa Lopez,* United States Attorney for the Middle District of Florida, and the defendant, Anthony Baldizzi, and the attorney for the defendant, L.T. Lafferty, mutually agree as follows:


A. Particularized Terms

1. Counts Pleading To

The defendant shall enter a plea of guilty to Counts One and Twenty-Four of the Indictment. Count One charges the defendant with conspiracy, in violation of 18 U.S.C. § 371. Count Twenty-Four charges the defendant with solicitation or receipt of a health care kickback, in violation of 42 U.S.C. § 1320a-7b(b)(1)(A).

2. Maximum Penalties

Count One and Count Twenty-Four each carry a maximum sentence of five (5) years imprisonment, a fine of up to \$250,000, a term of supervised release of up to three (3) years, and a special assessment of \$100.

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With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: Two or more people in some way agreed to try and accomplish a shared and unlawful plan to commit healthcare fraud and to solicit and receive health care kickbacks;
- Second: The defendant knew of the unlawful purpose of the plan and willfully joined it;
- Third: During the conspiracy, one of the conspirators knowingly engaged in at least one overt act described in the indictment; and
- Fourth: The overt act was knowingly committed at or about the time alleged and with the purpose of carrying out or accomplishing some object of the conspiracy.

The elements of Count Twenty-Four are:

- First: The defendant asked for or received any remuneration (including kickback, bribe, or rebate) directly or indirectly, openly or secretly, in cash or in kind;
- Second: The payment asked for or received was in return for referring an individual to a person for the furnishing or arranging for the furnishing of an item or service that could be paid for, in whole or in part, by a Federal health care program;
- Third: The program was a federal health care program; and

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Fourth: the defendant did so knowingly and willfully.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts Two through Twenty-Three and Twenty-Five, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement related to the facts in this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a), defendant agrees to make full restitution to TRICARE, Medicare, and other victims determined by the Court of at least \$5.3 million, jointly and severally with separately charged coconspirators C.M. and B.N. The defendant acknowledges that the final restitution amount will be determined by the Court at the time of sentencing.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States

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has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of

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Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of

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sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

10. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

11. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

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b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by rescission of any order dismissing them or, alternatively, does hereby waive, in

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open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

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12. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to Title 18, United States Code, Section 982(a)(7), whether in the possession or control of the United States, the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following: a money judgment of at least \$5.3 million, representing the amount of proceeds obtained as a result of the conspiracy charged in Count One of the Indictment, as well as a 2015 BMW M3, VIN WBS3C9C57FO804126, which assets were purchased or funded with proceeds of the conspiracy charged in Count One and the kickback payment charged in Count Twenty-Four. The net proceeds of the forfeiture of the BMW will be credited to the money judgment. The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

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The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees that the United States shall, at its option, be entitled to the forfeiture of any property (substitute assets) of the defendant up to the value of the money judgment. The defendant further agrees that the United States is seeking a money judgment because, as a result of the defendant's actions, the criminal proceeds cannot be located despite the exercise of due diligence. In addition, the defendant agrees that the United States is not limited to forfeiture of the property specifically identified for forfeiture in this Plea Agreement. If the United States determines that the specific property identified for forfeiture in this Plea Agreement cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the

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value of any property described above. The Defendant expressly consents to the forfeiture of any substitute asset sought by the Government. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture (including substitute assets) and to transfer custody of such property to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about

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forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture. The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to

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any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$100, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the

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conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his

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financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and

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acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the

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government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law,

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and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth

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below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

FACTS

Anthony Baldizzi is a licensed medical doctor who resides and practices medicine in the Middle District of Florida. As part of his practice, Dr. Baldizzi prescribed compounded creams to patients who were directed to fill these prescriptions at Lifecare Pharmacy, located in the Middle District of Florida, which was owned and operated by C.M. and B.N. Dr. Baldizzi prescribed for his patients compounded scar, pain, and migraine creams, among others, and almost always authorized three to five refills on such prescriptions. Many of these compounded creams were marketed by Centurion Compounding, Inc. (Centurion), for which Dr. Baldizzi served as an "in network" physician, which means that Centurion referred patients to Dr. Baldizzi. Dr. Baldizzi met with Centurion-referred patients, took a personal history, examined them, and wrote them prescriptions.

Starting on an unknown date, but at least in or around 2014, and continuing through and including 2015, C.M. and B.N. billed and caused to be billed TRICARE and Medicare for prescriptions written by Dr. Baldizzi for TRICARE and Medicare beneficiaries filled at Lifecare, and they controlled the bank accounts that received the payment of claims by those federal health care benefit programs and other insurances. At some point in early 2014, C.M., B.N., and Dr. Baldizzi agreed that Lifecare would pay Dr. Baldizzi illegal kickbacks

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equal to approximately 15% of the profit from each TRICARE or private insurance (non-Medicare) paid claim for prescriptions for compounded medications written by Dr. Baldizzi and filled at Lifecare. Pursuant to this agreement, Lifecare's sales representative, acting on behalf of C.M. and B.N., made cash payments to Dr. Baldizzi in exchange for him writing prescriptions for compounded medications that were filled at Lifecare and billed to the patients' insurance plans.

In or around May 2014, C.M., acting on behalf of Lifecare, entered into a marketing agreement with Centurion. Centurion was a marketing firm located in Pasco County in the Middle District of Florida that was co-owned and co-operated by F.M. and K.A. Centurion employed sales representatives as independent contractors to market compounded medications, specifically creams for pain and scars, among others, to beneficiaries of health care plans. Centurion focused its promotional efforts on TRICARE beneficiaries based upon an understanding and belief that TRICARE would pay claims for these compounded creams, each of which typically ranged in price from approximately \$900 to \$21,000 for a one-month supply.

Between approximately May 2014 and November 2014, Centurion directed the patients it recruited and the physicians in its network to send all of their prescriptions for these compounded creams to Centurion, which transmitted the prescriptions to Lifecare to be filled. C.M., F.M., and K.A. agreed, with B.N.'s consent, that Lifecare would pay illegal kickbacks to Centurion equal to

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approximately 50% of the proceeds of claims paid to Lifecare by TRICARE and other health benefit plans, after expenses, for prescriptions directed by Centurion to Lifecare to be filled. Centurion then paid its sales representatives a percentage of the paid claims it received from Lifecare, which ranged from 10-25% of the total claim amount after expenses.

Through the principals of Lifecare, the conspirators at Centurion, F.M. and K.A., met Dr. Baldizzi, who agreed to become one of Centurion's "in network" physicians. In addition, C.M., B.N., F.M., and K.A. entered into an agreement to pay illegal kickbacks to Dr. Baldizzi equal to approximately 10% of the after-cost amount of each claim paid by TRICARE and other health care benefit programs for prescriptions for compounded medications written by Dr. Baldizzi and filled by Lifecare for Centurion-recruited patients. The parties agreed that the cost of Dr. Baldizzi's kickbacks would be split evenly between Lifecare (5%) and Centurion (5%).

The conspirators also agreed that Lifecare and C.M. would pay Dr. Baldizzi his illegal kickbacks by deducting Centurion's portion of the kickbacks (5%) from Centurion's percentage of the proceeds owed to it pursuant to the marketing contract between Lifecare and Centurion, and combining those funds with Lifecare's portion of the illegal kickbacks (5%) due to be paid to Dr. Baldizzi. C.M., acting on behalf of Lifecare and Centurion's principals, made cash payments and provided other things of value to Dr. Baldizzi as kickbacks for writing compounded creams prescriptions for Centurion-recruited patients, many



of whom were TRICARE beneficiaries, which prescriptions were later filled at Lifecare. At the request of F.M. and K.A., Dr. Baldizzi conducted "pop up" medical clinics at a hotel, retail store, and other locations in order to see high volumes of Centurion-recruited patients and prescribe Centurion-promoted compounded creams. In every case where Dr. Baldizzi saw patients at a "pop up clinic," Dr. Baldizzi did not bill TRICARE, Medicare, or the patients' private insurance for the office visit.

On or about December 3, 2014, ~~at Dr. Baldizzi's request~~, C.M. wrote a check for \$71,900 to Bert Smith BMW in St. Petersburg, FL, from his Wells Fargo Account ending in -5756, which was funded entirely with the proceeds from the operation of Lifecare. The purpose of the check was to pay for a 2015 BMW M3 for Dr. Baldizzi in partial satisfaction of kickbacks owed to Baldizzi by Lifecare and Centurion, in return for Dr. Baldizzi's writing prescriptions for compounded creams for individuals covered by federal health care benefit programs. Agents subpoenaed Bert Smith and recovered the check, which features Dr. Baldizzi's cellular telephone number written on the top. The agents also obtained the title information showing that on or about December 4, 2014, a 2015 BMW M3 was purchased for \$72,900 (Baldizzi put down a \$1000 down payment) and was registered to Anthony Baldizzi.

In total, Lifecare made claims for and received approximately \$5,340,064.24 from TRICARE for claims made for prescriptions for compounded medications prescribed by Dr. Baldizzi as a result of the illegal kickback scheme

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described above. At C.M. and B.N.'s direction, TRICARE directed these payments to Lifecare bank accounts controlled by B.N. and C.M., from which C.M. made and agreed to make kickback payments to Dr. Baldizzi on behalf of Lifecare and Centurion. Once Centurion stopped doing business with Lifecare Pharmacy in or around November 2014, Centurion transferred all of Dr. Baldizzi's existing refill prescriptions, to Oldsmar Pharmacy, which continued to fill the prescriptions for compounded creams marketed by Centurion and written by Dr. Baldizzi until approximately February 2015. Dr. Baldizzi did not write any new prescriptions for Centurion-recruited patients after Centurion stopped doing business with Lifecare in or around November 2014.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

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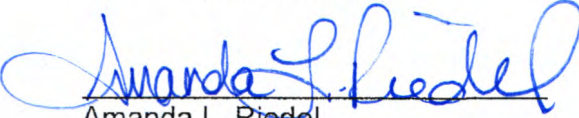
13. Certification

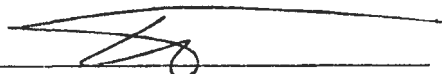
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 12th day of February, 2018 ~~October, 2016~~

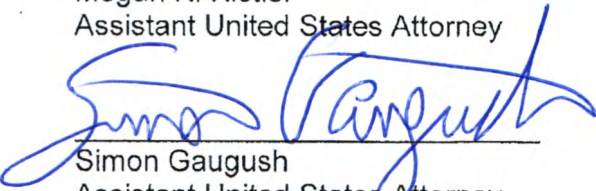
Maria Chapa Lopez
~~A. LEE BENTLEY, III~~
United States Attorney


Anthony Baldizzi
Defendant


Amanda L. Riedel
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L.T. Lafferty
Attorney for Defendant

Megan Kistler
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Simon Gaugush
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Chief, Economic Crimes Section