

AF Approval 

Chief Approval 

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:18-cr-142-T-35JSS

KIMBERLEY SUE ANDERSON

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Maria Chapa Lopez, United States Attorney for the Middle District of Florida, and the defendant, Kimberley Sue Anderson, and the attorney for the defendant, Bryant Camareno, mutually agree as follows:

A. **Particularized Terms**

1. **Count Pleading To**

The defendant shall enter a plea of guilty to Count One of the Indictment. Count One charges the defendant with conspiracy, in violation of 18 U.S.C. § 371.

2. **Maximum Penalties**

Count One carries a maximum sentence of five years imprisonment, a fine of up to \$250,000, a term of supervised release of not more than three years, and a special assessment of \$100. 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

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 offer or pay 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.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts Two through Six, Nine, and Thirteen through Fifteen will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

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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 giving rise to this agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to TRICARE in an amount determined by the Court at the time of sentencing. This restitution obligation will be joint and several with coconspirators Frank Vincent Monte, Anthony Baldizzi (case no. 8:16-cr-00271-MSS-AEP), Benjamin Nundy (case no. 8:17-cr-00141-T-24TGW), and Carlos Mazariegos (case no. 8:17-cr-00094-T-17TGW).

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 has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that,

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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

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Middle District of 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

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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 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.

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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).

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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

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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. W ASK

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: W

(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. W

(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 W

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*C* 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 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.

*CW*  
*ABR*

*C* (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.

*CW*

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books,

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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. Cooperation - Family Member

While defendant agrees to cooperate fully with the United States, the United States will not require defendant to testify against family members on direct examination at trial. However, defendant understands that defendant may be asked on cross-examination or rebuttal about the criminal activities of family members and understands and agrees to fully and truthfully answer any such questions.

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13. Forfeiture of Assets

The Indictment put the defendant on notice that the United States sought criminal forfeitures. In addition, prior to the Indictment, the United States filed related civil forfeiture cases, *United States v. United States of America v. Assets*

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*Identified in Paragraph One of Verified Complaint, Case Number: 8:14-cv-2224-T-27MAP (M.D. Fla.); United States of America v. Real Property located at 5811 Beverly Drive, Hudson, FL 34667, Case Number: 8:16-cv-1880-T-35AEP (M.D. Fla.); and United States v. 2012 Fisker Karma, Vehicle Identification Number YH4K16AA1CA000190, Case No. 8:17-cv-327-T-33AEP (M.D. Fla), (the Civil Forfeiture Actions), which remain pending. In order to resolve the pending criminal and civil forfeitures, the defendant agrees that by signing this plea agreement, she is consenting to the civil forfeiture of the following assets and hereby withdraws any claims she has asserted, on her own behalf or on behalf of any businesses, trusts, or entities she controls, in the Civil Forfeiture Actions:*

- a. Approximately \$8,730.50 in funds seized from JPMorgan Chase Account Number 653683990, held in the name of Centurion Holding, Inc.;
- b. 2009 Bentley Continental GT, VIN: SCBCR73W69C059631;
- c. 2010 Ferrari California coupe, VIN: ZFF65LJA0A0172052, titled to Kimberley Sue Anderson;
- d. 2013 McLaren 12C Spider Convertible, VIN: SBM11BAA3DW002596, titled to Kimberley Sue Anderson;
- e. 2012 Porsche Panamera, VIN: WP0AA2A78CL016698, titled to Kimberley Sue Anderson;
- f. The real property, attachments thereto, and appurtenances thereon, located at: 8147 Swiss Chard Circle, Land O Lakes, FL 34637; and

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- g. The real property, attachments thereto, and appurtenances thereon, located at: 5025 N. Vaughn Rd., Plant City, FL,

The defendant, in agreeing to forfeit these assets, does not admit the veracity of any allegation set forth in the civil forfeiture complaints. The defendant consents to the United States filing unopposed motions for judgments of forfeiture for these assets in the Civil Forfeiture Actions at any time after this plea agreement is filed with the Court. In exchange, the United States agrees not to seek any criminal forfeiture and to dismiss the following assets from the Civil Forfeiture Actions, without prejudice:

- a. The real property, attachments thereto, and appurtenances thereon, located at: 617 Bahia Beach Blvd., Ruskin, FL 33570; and
- b. The real property, attachments thereto, and appurtenances thereon, located at: 422 Bahia Beach Blvd., Ruskin, FL 33570.

The United States further agrees not to seek the forfeiture of these assets based upon the conduct and offenses alleged in Count One.

**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 any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses

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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 \$200, 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.

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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 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

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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 her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which she 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

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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 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

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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 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

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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, 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

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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 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.

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FACTS

Frank Vincent Monte ("Monte") and Kimberley Sue Anderson ("Anderson") were the co-owners, co-operators, and President and Vice President, respectively, of Centurion Holding, Inc. ("Centurion"), a marketing firm based in Pasco County in the Middle District of Florida. Centurion employed sales representatives as independent contractors to market expensive compounded medications, including creams for pain and scars, among others, to beneficiaries of health care benefit programs, particularly TRICARE. The prescribers who wrote prescriptions for these compounded creams transmitted the prescriptions to Centurion, which then transmitted them <sup>to</sup> LifeCare <sup>Pharmacy</sup> Pharmacy to be filled. 

LifeCare Pharmacy was a retail and compounding pharmacy located in Pinellas County in the Middle District of Florida co-owned and co-operated by Carlos Mazariegos and Benjamin Nundy. LifeCare Pharmacy produced compounded creams for scars, pain, and other ailments, among other things. LifeCare Pharmacy billed TRICARE and other health care benefit programs for these creams, each of which typically ranged in price from approximately \$900 to \$21,000 for a one-month supply.

TRICARE was a federal health insurance program, as defined in 18 U.S.C. § 24(b), and a federal health care program, as defined in 42 U.S.C.

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§ 1320a-7b(f), which provided coverage for U.S. military members, retirees, and their family members.

Starting in or around May 2014, LifeCare Pharmacy entered into a marketing relationship with Centurion pursuant to which LifeCare Pharmacy paid Centurion approximately 50% of each claim paid by TRICARE, or other health care benefit program, minus expenses, for each prescription Centurion submitted to LifeCare Pharmacy to be filled. Centurion paid its sales representatives a percentage of the paid claims it received from LifeCare Pharmacy, which ranged from 15-30% of the total claim amount after expenses.

Anthony Baldizzi was a licensed medical doctor who resided and practiced 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. Many of these compounded creams were marketed by Centurion for whom Dr. Baldizzi served as an “in network” physician.

Starting in or around June 2014, and continuing through and including in or around November 2014, Frank Monte, Kimberley Anderson, Carlos Mazariegos, Benjamin Nundy, and Dr. Baldizzi knowingly and willfully agreed that, in exchange for paying pay kickbacks to Dr. Baldizzi equal to



approximately 10% of the after-cost amount of each claim paid by TRICARE or other health care benefit programs, Baldizzi would write prescriptions for compounded medications filled by LifeCare for Centurion-recruited patients. The parties agreed that the cost of Dr. Baldizzi's kickbacks would be split evenly between Mazriegos and Nundy at LifeCare (5%) and Monte and Anderson at Centurion (5%). The conspirators also agreed that Mazariegos would facilitate the payments to Dr. Baldizzi on behalf of both parties 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. Mazariegos, acting on behalf of ~~and at the direction of~~ the conspirators, 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.

For example, on or about September 28, 2014, Anderson emailed Monte and Mazariegos with the subject line "Payroll 09-30-14." The email contained the following:

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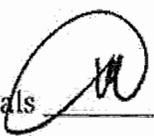
$$10\% \text{ of } 331,153.20 = \$33,115.32 / 2 = \$16,557.66$$

$$\$1,502,386.60 - \$16,557.66 = \text{Centurion Check } \$1,484,828.94$$

Based upon their agreement, the parties understood that for the last two weeks of September, LifeCare owed Centurion \$1,502,386.60 for Centurion's half of all paid claims for prescriptions filled at LifeCare for Centurion-recruited patients. Anderson calculated, and Monte and Mazariegos agreed, that of those claims, \$331,153.20 resulted from prescriptions written by Dr. Baldizzi, which required that 10%, or \$33,115.32, be kicked back to the doctor.

Anderson and Monte instructed that Mazariegos deduct their half of the kickback owed to Baldizzi, or \$16,557.66, from the total profits owed to Centurion. On or about September 30, 2014, pursuant to their agreement, LifeCare pharmacy wired \$1,484,828.94 to Centurion's Grow Financial bank account ending in -3963, over which Monte and Anderson had signature authority.

During the pendency of the conspiracy, and for purposes of determining the U.S. Sentencing Guidelines, Baldizzi wrote prescriptions for compounded creams and the conspirators caused the submission of claims for these creams to TRICARE, which resulted in TRICARE paying LifeCare ~~more than~~ <sup>approximately</sup> \$4,407,707.04. The profit to LifeCare for these creams was approximately \$4,019,894.78. A substantial portion of these claims resulted from TRICARE

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patients recruited by Centurion. Pursuant to the agreement of the parties, LifeCare received 45% of the profits, Centurion expected to receive 45% of the profits, and Baldizzi was promised 10% of the profits. The 10% kickback promised to Dr. Baldizzi was to be split evenly between the owners of LifeCare and the owners of the Centurion, Monte and Anderson. Monte and Anderson's portion of the promised kickbacks to Baldizzi as a result of these claims was more than \$250,000 but less than \$267,000.

During the course of the conspiracy, using proceeds she personally obtained from the scheme as well as proceeds obtained by and through Centurion, Anderson funded bank accounts and purchased assets for her own use and other nominees and donees, including, but not limited to, the following:

- a. Approximately \$8,730.50 in funds seized from JPMorgan Chase Account Number 653683990, held in the name of Centurion Holding, Inc.;
- b. 2009 Bentley Continental GT, VIN: SCBCR73W69C059631;
- c. 2010 Ferrari California coupe, VIN: ZFF65LJA0A0172052, titled to Kimberley Sue Anderson;
- d. 2013 McLaren 12C Spider Convertible, VIN: SBM11BAA3DW002596, titled to Kimberley Sue Anderson;
- e. 2012 Porsche Panamera, VIN: WP0AA2A78CL016698, titled to Kimberley Sue Anderson;

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- f. The real property, attachments thereto, and appurtenances thereon, located at: 8147 Swiss Chard Circle, Land O Lakes, FL 34637; and
- g. The real property, attachments thereto, and appurtenances thereon, located at: 5025 N. Vaughn Rd., Plant City, FL.

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.

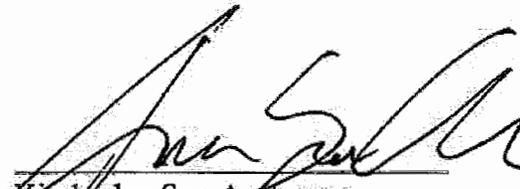
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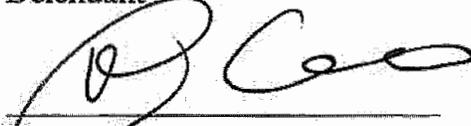


13. Certification

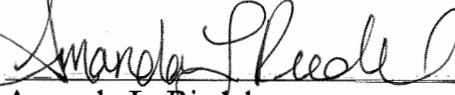
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

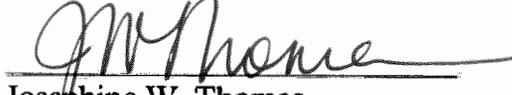
DATED this 6<sup>th</sup> day of September, 2019.

  
\_\_\_\_\_  
Kimberley Sue Anderson  
Defendant

  
\_\_\_\_\_  
Bryant Camareno  
Attorney for Defendant

MARIA CHAPA LOPEZ  
United States Attorney

  
\_\_\_\_\_  
Amanda L. Riedel  
Assistant United States Attorney

  
\_\_\_\_\_  
Josephine W. Thomas  
Assistant United States Attorney  
Chief, Criminal Division