

ROP/CDM/NSG: July 2017
(by information)

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ALABAMA
JASPER DIVISION**

UNITED STATES OF AMERICA)

v.)

KELLEY NORRIS)
aka Kelley Norris-Hartley)

Case No. _____
18 U.S.C. §§ 371, 1347

INFORMATION

The United States Attorney charges that:

At all times relevant to this Information:

INTRODUCTION

I. PHARMACEUTICAL SERVICES

1. Pharmacies may dispense pre-manufactured and compounded medications.

2. A pre-manufactured medication is a medication that is mass-produced for use by a large population of patients. A pre-manufactured medication is purchased by a pharmacy in the same form in which the pharmacy dispenses it to patients. Pre-manufactured medications include prescription topical products, pain patches, pain sprays, and dietary supplements.

3. A traditionally compounded medication is a customized combination

of medicines initiated and prescribed by a prescriber based upon the prescriber-patient-pharmacist relationship and taking into consideration the particular patient's diagnoses, medical condition, individual health factors and reaction to other medications, and is prescribed after a determination that commercially available medications are not as beneficial or may be inappropriate and/or harmful to the patient. The ingredients of such compounded medication are mixed together by the compounder in the exact strength and dosage required by an individual patient.

4. The U.S. Food and Drug Administration ("FDA") offers the following examples of when drugs would be compounded:

- a. If a patient has an allergy and needs a medication to be made without a certain dye preservative;
- b. If an elderly patient or child cannot swallow a pill and needs a medicine in a liquid form that is not otherwise available.

5. Due to the unique and individualized nature of traditionally compounded medications, such medications are neither commercially available nor distributed in mass quantities.

6. Because traditionally compounded pharmaceuticals are custom made to fit the unique needs of each patient, the FDA does not regulate or approve compounded medications and therefore does not verify the safety or effectiveness of

compounded drugs. In the state of Alabama, the Alabama Board of Pharmacy regulates the practice of pharmacy, including traditional pharmacy compounding.

II. PRIVATELY INSURED DRUG PLANS

7. Commercial insurance companies, employers, and private entities offer prescription drug plans. A beneficiary in a privately insured drug plan could fill a prescription at a pharmacy and use her or his plan to pay for some or all of the prescription.

8. Blue Cross Blue Shield of Alabama (“BCBSAL”) was a private insurance company providing medical and drug insurance coverage in the state of Alabama and elsewhere. BCBSAL was a “health care benefit program” as defined by Title 18, United States Code, Section 24(b).

III. THIRD PARTY ADMINISTRATORS

9. A Pharmacy Benefit Manager (“PBM”) was a third party administrator of prescription drug programs, including privately insured drug plans, and acted on behalf of one or more prescription drug plans.

10. A Pharmacy Services Administrative Organization (“PSAO”) was also a third party entity, which provided various services such as contract negotiation and communication to pharmacies. Pharmacies may contract with PSAOs, which in turn contract with PBMs, such that PSAO member pharmacies may participate in a PBM network.

11. A pharmacy could participate in a privately insured plan by entering an agreement directly with the privately insured plan, or indirectly by joining a PBM's pharmacy network through an agreement with a PBM or a PSAO.

12. When a pharmacy received a prescription from a privately insured beneficiary, the pharmacy was to collect any applicable co-pay from the beneficiary, dispense the drug to the beneficiary, and submit a claim for reimbursement to the PBM that represented the beneficiary's privately insured drug plan. The plan or PBM determined whether the pharmacy was entitled to payment for each claim. The pharmacy periodically received payment for submitted claims from the Plan, PBM, or a PSAO. If payment was made by a PBM or PSAO, those entities were ultimately reimbursed, directly or indirectly, by the privately insured plan.

13. Prime Therapeutics ("Prime") was the PBM for BCBSAL and other insurance plans, and it was a "health care benefit program," as defined by Title 18, United States Code, Section 24(b), that affected commerce, as that term is used in Title 18, United States Code, Section 1347.

14. Caremark LLC d/b/a CVS/Caremark ("CVS/Caremark") was a PBM for various insurance plans, and it was a "health care benefit program," as defined by Title 18, United States Code, Section 24(b), that affected commerce, as that term is used in Title 18, United States Code, Section 1347.

15. Leader Drug Stores, Inc. (hereafter “Leader”) and AmerisourceBergen Elevate Provider Network (formerly Good Neighbor Pharmacy Provider Network) (hereafter “Good Neighbor”) were PSAOs through which pharmacies could enter Prime’s pharmacy network.

16. To become a PBM network pharmacy, a pharmacy agreed to be bound by, and comply with, all applicable State and Federal laws, specifically including those addressing fraud, waste, and abuse. A pharmacy also agreed to be bound by a PBM’s rules and regulations.

IV. THE DEFENDANT, CO-CONSPIRATORS, & PHARMACIES

17. Northside Pharmacy d/b/a Global Compounding Pharmacy (hereafter “Global”) was an Alabama company that provided pharmaceutical services. It operated from two locations. It compounded and shipped its pre-manufactured and compounded products from its pharmacy location, 922 20th Street Haleyville, Alabama. It processed prescriptions, including initial receipt, billing and patient contact, from its billing center located at 4700 140th Avenue North, Suites 111 and 112, Clearwater, Florida, 33762. The billing center was referred to as the Clearwater Call Center.

18. Global shipped many of its pre-manufactured and compounded drugs from its Haleyville, Alabama location to customers within and outside Alabama via

United States Postal Service (“USPS”) and private interstate mail carriers such as United Parcel Service (“UPS”). Global also shipped medications from affiliate pharmacies located in Alabama and elsewhere.

19. Global employed pharmacists, pharmacy technicians, and other employees who worked from the Haleyville, Alabama location. Additionally, Global hired outside sales representatives, who worked from various locations throughout the United States, were primarily responsible for generating prescriptions from prescribers, and reported to regional district managers. Global also hired inside sales representatives, sometimes also referred to as pharmacy technicians, who worked at the Clearwater Call Center, and who were generally responsible for billing and patient contact.

20. Global contracted with BCBSAL to provide health insurance to employees and their dependents, who were located in Alabama and elsewhere in the United States.

21. Global contracted, including through PSAOs, to participate in the pharmacy networks of various PBMs, including Prime and CVS/Caremark.

22. On or about May 29, 2015, Prime informed Global that it was terminating Global from its network effective September 4, 2015. From in or about June 2015 to in or about July 2015, Prime also informed patients who had received

Global products paid for by Prime that Global would no longer be participating in the Prime network effective September 4, 2015.

23. In or about May 2015, two Global employees became listed owners of Carrollton Pharmacy d/b/a The Prescription Shop (“TPS”), located at 41254 Highway 195 Haleyville, AL 35565-8114. After on or about August 24, 2015, for Prime beneficiaries, Global compounded and shipped its drugs, from other pharmacies, including TPS. In 2015, TPS was a Prime network pharmacy and was contracted with BCBSAL to provide health insurance to employees and their dependents. On or about December 3, 2015, Prime also terminated TPS from its network effective immediately.

24. The following were among the individuals who worked at Global:

25. **MANAGEMENT PERSON #1** was an owner, President and Chief Executive Officer of Global.

26. **MANAGEMENT PERSON #2** was an owner, Vice President and Chief Operating Officer of Global. **MANAGEMENT PERSON #2** resigned from Global on or about July 21, 2015.

27. **MANAGEMENT PERSON #3** was Global’s Regional Sales Director, then National Sales Director and Vice President of Sales. District managers, who supervised outside sales representatives, reported to **MANAGEMENT PERSON**

#3.

28. **MANAGEMENT PERSON #4** was Global's Inside Sales Manager, and supervised the Clearwater Call Center inside sales representatives.

29. **DISTRICT MANAGER #3** was a district manager for the Alabama region.

30. Defendant **KELLEY NORRIS** was an outside sales representative for Global. From in or about August 2014 to on or about July 1, 2016, she was an outside sales representative for Global's Alabama region, and was located in and around Tuscaloosa, Alabama. Defendant **NORRIS** was initially supervised by **MANAGEMENT PERSON #1**, and then starting in or about October 2014 by **DISTRICT MANAGER #3**. Defendant **NORRIS** was closely related to **PRESCRIBER #2**, a physician located in Alabama, and also obtained prescriptions from **PRESCRIBER #3**, a family friend, also located in Alabama.

Count One
Conspiracy
18 U.S.C. § 371

At all times material to this Information:

31. Paragraphs 1 to 30 of the Introduction of this Information are fully incorporated as though set forth herein.

THE CONSPIRACY

32. From in or about August 2014, and continuing until on or about July 1, 2016, the exact dates being unknown, within Winston County in the Northern District of Alabama, and elsewhere, defendant

KELLEY NORRIS,
aka Kelley Norris-Hartley,

knowingly and willfully conspired, combined, and agreed with others known and unknown to the United States:

- a. to execute a scheme and artifice to defraud health care benefit programs affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is, BCBSAL, Prime, CVS/Caremark and others, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care benefit programs, in connection with the delivery and payment for health care benefits, items and services, in violation Title 18, United States Code, Section 1347;
- b. to devise and intend to devise a scheme and artifice to defraud BCBSAL, Prime, CVS/Caremark and others and to obtain money and property belonging to others by means of false and fraudulent pretenses, representations, and promises by use of interstate wire transmissions, in violation of Title 18, United States Code, Section 1343; and
- c. to devise and intend to devise a scheme and artifice to defraud BCBSAL, Prime, CVS/Caremark and others and to obtain money and property belonging to others by means of false and fraudulent pretenses, representations, and promises, by use of United States mail or interstate carrier, in violation of Title 18 United States Code, Section 1341.

MANNER AND MEANS OF THE CONSPIRACY

33. It was a part of the conspiracy that to generate sales, **MANAGEMENT PERSON #1** and others sought out and hired as outside sales representatives, individuals: **(a)** with marital and other close familial relationships to prescribers, including physicians, physician assistants and nurse practitioners, and **(b)** who were prescribers or worked in prescribers' offices.

34. It was a further part of the conspiracy that to generate sales, **MANAGEMENT PERSON #1** and others directed and encouraged Global outside sales representatives to work, typically without pay, in prescribers' offices, including by reviewing patient files and pushing and promoting Global's products to the prescribers' patients.

35. It was a further part of the conspiracy that Global hired defendant **NORRIS** as the outside sales representative for Alabama, including to act as the outside sales representative for **PRESCRIBER #2**, who would and did write prescriptions for prescription drugs to be filled by Global.

36. It was a further part of the conspiracy that Global paid defendant **NORRIS** an annual base salary plus a monthly commission payment based on total monthly profits for prescriptions she obtained, including from **PRESCRIBER #2**. Starting on or about October 1, 2014, commission payments were calculated as

follows: \$0-\$99,999 = 7%, \$100,000-\$199,999 = 10%; \$200,000-infinity = 12%.

37. It was a further part of the conspiracy that a significant number of prescriptions for which defendant **NORRIS** received commission payments were issued under **PRESCRIBER #2**'s signature.

38. It was a further part of the conspiracy that **MANAGEMENT PERSON #3** and others regularly instructed Global outside sales representatives and other employees to obtain prescriptions for Global's highest reimbursing products for themselves and their family members regardless of medical necessity.

39. It was a further part of the conspiracy that some of these high reimbursing prescription drugs included:

- a. Compounded scar removal creams, including Global's Scar Removal Cream #7 (also at times listed as Scar Removal Cream #8), advertised as treating "new scars and old scars."
- b. Compounded wound removal creams, including Global's Woundcare Cream #8, advertised as treating "general wounds."
- c. Silapak, also referred to as PharmaPak, a product Global's marketing flyer described as a "topical Skin Repair Complex . . . designed to provide relief for irritating skin conditions caused by numerous etiologies such as eczema, allergic reactions, irritating keloid and hypertrophic scars, psoriasis, and allergic reactions." The flyer further stated that "Silapak is not indicated for pregnant women or children."
- d. Lidocin, described in marketing materials circulated by Global as a topical analgesic that "provides a powerful formulation for

pain control and is helpful for relief of pain associated with cuts, scrapes, and minor skin irritations.”

- e. Active Prep Kit II (“APK II”), described in marketing materials as an in-office compounding kit for anti-inflammatory and analgesic treatment, for pain relief from musculoskeletal conditions, arthritis and neuropathy.
- f. Medi-Derm Rx, a pain cream, described in Global’s marketing flyer as a topical analgesic/topical anesthetic “used for the temporary relief of minor aches and pains of muscles and joints associated with arthritis, simple backache, strains, sprains, muscle soreness and stiffness.”
- g. Pain sprays including Camphomex and Mentholix. Global’s materials describe Camphomex and Mentholix as topical pain sprays, and describe Mentholix as “for the temporary relief of minor aches and pains of the muscles and joints associated with simple backache, arthritis, strains, bruises and sprains.”
- h. Ortho D, a product Global’s marketing materials described as “indicated for dietary management of patients with unique nutritional needs requiring increased folate levels, Vitamin D deficiency or are in need of Vitamin D supplementation (1-2 tablets/day). Ortho D can be taken by women of childbearing age, pregnant women, and lactating and non-lactating mothers.” The label further states that it “should be administered under the supervision of a licensed medical practitioner.”

40. It was a further part of the conspiracy that defendant **NORRIS** sent and caused to be sent to Global prescriptions for these high-reimbursing and other drugs that were obtained not to meet patients’ legitimate medical needs, but rather to obtain commission payments on each of those prescriptions and to maximize Global and its affiliate pharmacies’ profits. The prescriptions defendant **NORRIS** obtained

included (a) prescriptions issued by **PRESCRIBER #2** and **PRESCRIBER #3**, and (b) prescriptions for defendant **NORRIS**, her family member, **DISTRICT MANAGER #3** and **DISTRICT MANAGER #3**'s family members, including three children, one of whom was a year old at the time.

41. It was a further part of the conspiracy that **PRESCRIBER #3** signed some of these prescriptions, including those for **DISTRICT MANAGER #3** and **DISTRICT MANAGER #3**'s family members, without seeing, talking to or having a doctor-patient relationship with those individuals.

42. It was a further part of the conspiracy that to evade safeguards written into claims adjudication software that capped reimbursement for specific medications, **MANAGEMENT PERSON #4** and others would reduce the drug quantity on a prescription thus lowering the amount submitted with each claim submitted. They would subsequently submit refill claims at more frequent intervals than usual in order to obtain amounts exceeding the capped reimbursement.

43. It was a further part of the conspiracy that Global would and did automatically refill patient prescriptions, including those of Global employees and their family members, regardless of whether patients needed or requested refills.

44. It was a further part of the conspiracy that to incentivize patients, including employees and their family members to obtain or retain Global's

prescription drugs, Global would regularly waive patients' co-pays including by:

- a. Telling patients they did not have to pay co-pays;
- b. Telling patients that Global would cover whatever portion of patients' co-pays that they could not pay;
- c. Paying a portion of patients' co-pays;
- d. Making little or no effort to collect co-pays, including failing to ask patients for co-pays and sending multiple refills to patients regardless of whether they had paid past co-pays; and
- e. Informing patients that Global would never send them to a collection service if they failed to pay their co-pays.

45. It was a further part of the conspiracy that Global further waived co-pays for employees and their family members, including by telling employees they could use their Global credit cards to pay for co-pays for drugs dispensed by Global.

46. It was a further part of the conspiracy that **MANAGEMENT PERSON #1** and others used multiple pharmacies to bill for and dispense prescription drugs. Starting in or around November 2014, Global primarily dispensed these prescriptions from its Haleyville location. Global billed for BCBSAL prescriptions, including those for its employees through Global's membership with Prime.

47. It was a further part of the conspiracy that starting in or about September 2015, after Global lost Prime coverage, Global sent prescriptions for patients with Prime coverage to TPS to be filled and shipped to patients, and billed

to Prime.

48. It was a further part of the conspiracy that prescriptions on which defendant **NORRIS** was paid commissions were shipped to patients by Global and its affiliate pharmacies, via USPS and UPS.

49. It was a further part of the conspiracy that Global, TPS and others received payments from Prime and other PBMs for prescriptions, including those under **PRESCRIBER #2** and **PRESCRIBER #3**'s signatures. These payments were sometimes made through PSAOs.

50. It was a further part of the conspiracy that Global and TPS submitted payment claims of over \$3,002,237.83 to Prime, and on behalf of BCBSAL were paid over \$524,666.50 by Prime, including through PSAOs, for the prescriptions sent to Global and TPS by defendant **NORRIS**.

51. It was a further part of the conspiracy that Global and TPS submitted payment claims of over \$489,500 to CVS/Caremark, including through PSAOs, for the prescriptions sent to Global and TPS by defendant **NORRIS**.

52. It was a further part of the conspiracy that between in or about August 2014, and on or about July 1, 2016, Global would and did pay defendant **NORRIS**, most often through interstate wire transfers over \$280,000, consisting of her base salary and commission payments, for prescriptions including those written by

PRESCRIBER #2 and **PRESCRIBER #3**, into her bank account *7618 at First U.S. Bank.

OVERT ACTS

In furtherance of the conspiracy and to achieve the objects thereof, defendant **NORRIS** and others known and unknown to the United States committed and caused to be committed the following overt acts, among others, in the Northern District of Alabama and elsewhere:

53. In or about August 2014, Global hired defendant **NORRIS** as a sales representative for Alabama.

54. On or about August 6, 2014, **MANAGEMENT PERSON #1** sent an email to defendant **NORRIS**, to which was attached an employee health insurance application for BCBSAL. The email stated “BCBS of AL does cover compounds and your bonus will be paid from those if you decide to order.”

55. On or about September 1, 2014, defendant **NORRIS** was enrolled in Global’s BCBSAL employee health insurance plan.

56. On or about September 19, 2014, defendant **NORRIS** sent or caused to be sent to Global a prescription dated September 12, 2014, for Scar Removal Cream #5, with 12 refills, written by **PRESCRIBER #2**, which Global dispensed and billed for.

57. On or about September 19, 2014, defendant **NORRIS** sent or caused to be sent to Global a prescription dated September 12, 2014, for Scar Removal Cream #7, with 12 refills, written by **PRESCRIBER #2**, which Global dispensed and billed for.

58. On or about September 23, 2014, defendant **NORRIS** caused Global to send refills of the September 12, 2014 prescriptions, for Scar Removal Cream #5 and Scar Removal Cream #7, each of which Global dispensed and billed for.

59. On or about September 27, 2014, defendant **NORRIS** caused Global to send refills of the September 12, 2014, for Scar Removal Cream #5 and Scar Removal Cream #7, each of which Global dispensed and billed for.

60. On or about November 21, 2014, defendant **NORRIS** received a wire transfer of approximately \$19,765.58, into her First U.S. Bank account number *7618, which represented her commission payment from Global for in or about October 2014.

61. On or about January 16, 2015, defendant **NORRIS** completed a fraud, waste, abuse prevention online course entitled Preventing Fraud, Waste & Abuse in Pharmacy Practice – 2015 Specialized - Course w/Exam.

62. On or about February 13, 2015, a PSAO (Good Neighbor) wire transferred approximately \$362,960.15 to Global's First Metro Bank account, which

included payments for prescription drug claims submitted by Global to Prime.

63. On or about April 8, 2015, a PSAO (Good Neighbor) wire transferred approximately \$349,746.38 to Global's First Metro Bank account, which included payments for prescription drug claims submitted by Global to Prime.

64. On or about May 4, 2015, **MANAGEMENT PERSON #3** sent an email to Global employees, including defendant **NORRIS**. The email stated "We are in the middle of an audit and need to show that we are collecting copays. We need to receive a copay payment from you this week. We will then need another one toward the end of the month. You do not have to pay it all but we do need to show collection." The email identifies two of the listed individuals as defendant **NORRIS**'s "friends."

65. On or about May 8, 2015, defendant **NORRIS** paid or caused to be paid to Global with defendant **NORRIS**'s Global credit card, two \$25 payments for the co-pays of the individuals identified as her "friends" in **MANAGEMENT PERSON #3**'s on or about May 4, 2015 email.

66. On or about July 7, 2015, **MANAGEMENT PERSON #3** sent an email to district managers, which was forwarded to defendant **NORRIS**, stating "We are looking at a new product called Pharmapak[/Silapak]. Right now we know it is covered by BCBS of Al, our insurance. The profit on this is \$2700. We need every

rep to get a script for themselves for this.”

67. On or about July 8, 2015, defendant **NORRIS** sent or caused to be sent to Global a fraudulent prescription for Silapak, both with 12 refills, for herself and her dependent, both written by **PRESCRIBER #2**.

68. On or about July 12, 2015, **MANAGEMENT PERSON #3** sent an email, forwarded to defendant **NORRIS**, in which he stated “We are going to have a huge week this week and it starts with every rep and [district manager] getting a script for PharmaPak (SilaPak) for themselves and any eligible family member. So far we have 15 reps and one [district manager] who have gotten at least one in. If we get everyone in the week that would be around 45-50 depending on the family. At 50 that is \$220,000, in revenue and we need it.”

69. On or about July 14, 2015, defendant **NORRIS** sent or caused to be sent to Global a fraudulent prescription for Silapak, with five refills, for **DISTRICT MANAGER #3**'s then one-year old child, written by **PRESCRIBER #3**.

70. On or about July 15, 2015, **MANAGEMENT PERSON #3** sent an email to district managers, which was forwarded to defendant **NORRIS**, stating “Please let your reps know that we will have to pay \$25 copay for our personal SilaPak. Per [**MANAGEMENT PERSON #1**] we can use our corporate credit cards to pay our copay.”

71. On or about August 12, 2015, Global mailed and caused to be mailed by UPS a refill of the on or about July 14, 2015 prescription for Silapak to **DISTRICT MANAGER #3**'s then one-year old child. The Silapak was mailed from Global's Haleyville Alabama location to Troy, Alabama.

72. On or about September 25, 2015, defendant **NORRIS** received a wire transfer of approximately \$8,149.91, into her First U.S. Bank account number *7618, which represented her commission payment from Global for in or about August 2015.

73. On or about November 20, 2015, defendant **NORRIS** received a wire transfer of approximately \$9,946.61 into her First U.S. Bank account number *7618, which represented her commission payment from Global for in or about October 2015.

74. On or about March 25, 2016, defendant **NORRIS** received a wire transfer of approximately \$1,007.17, into her First U.S. Bank account number *7618, which represented her weekly base salary payment from Global for in or about the week of March 20, 2016.

All in violation of Title 18, United States Code, Section 371.

Counts Two through Four
Health Care Fraud
18 U.S.C. § 1347

75. Paragraphs 1 to 30 of the Introduction of this Information are fully incorporated as though set forth herein.

76. Beginning on or about August 2014, and continuing until in or about July 1, 2016, within Winston County in the Northern District of Alabama, and elsewhere, the defendant,

KELLEY NORRIS,
aka Kelley Norris-Hartley,

did knowingly and willfully 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, BCBSAL, Prime, and others, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by and under the custody and control of BCBSAL, Prime, and others, in connection with the delivery of and payment for health care benefits, items, and services.

PURPOSE OF THE SCHEME AND ARTIFICE

77. It was the purpose of the scheme and artifice for defendant **NORRIS** and others known and unknown to the United States to unlawfully enrich themselves through the submission of false and fraudulent claims to BCBSAL, Prime, and

others.

THE SCHEME AND ARTIFICE

78. Paragraph 33 of this Information is hereby incorporated by reference as though fully set forth herein, with the words “It was a part of the scheme and artifice” replacing “It was a part of the conspiracy” at the start of the paragraph. Paragraphs 34 to 52 are hereby incorporated by reference as though fully set forth herein, with the words, “It was a further part of the scheme and artifice” replacing “It was a further part of the conspiracy” at the start of each paragraph.

ACTS IN EXECUTION OF THE SCHEME AND ARTIFICE

79. On or about the dates specified below, each such date constituting a separate count of this Information, in Winston County within the Northern District of Alabama, and elsewhere, the defendant,

KELLEY NORRIS,
aka Kelley Norris-Hartley,

in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute and attempt to execute, the above-described scheme and artifice to defraud a health care benefit program affecting commerce, that is, BCBSAL, Prime, and others, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and

property owned by, and under the custody and control of said health care benefit program.

80. The allegations of paragraphs 75 to 80 above are realleged for each of Counts Two through Four below, as though fully set forth therein, when on or about the dates set forth below, defendant **NORRIS** did cause the billing to and payment by, BCBSAL and Prime, and resulting shipment of, the following fraudulent prescription drugs:

Count	Prescription Drug	BCBSAL/Prime Beneficiary	Approximate Date Billed	Amount Paid by BCBSAL/Prime
2	Silapak	Defendant NORRIS	July 9, 2015	\$4,403.45
3	Silapak	Patient B.H. (born 2013)	October 22, 2015	\$4,307.15
4	Silapak	Patient B.H. (born 2013)	November 30, 2015	\$4,300.95

All in violation of Title 18, United States Code, Section 1347.

NOTICE OF FORFEITURE

1. The allegations in Count One of this Information are hereby re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(7) and Title 28, United States Code, Section 2461(c),

2. Upon conviction of the offense set forth in Count One of this Information, in violation of Title 18, United States Code, Sections 371, 1341, 1343, and 1347, the defendant,

KELLEY NORRIS,
aka Kelley Norris-Hartley,

shall forfeit to the United States of America:

- a. Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses of wire fraud in, violation of Title 18 United States Code, Section 1343, and mail fraud, in violation of Title 18, United States Code Section 1341; and
- b. Pursuant to Title 18, United States Code, Section 982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the health care fraud offense, in violation of Title 18, United States Code, Section 1347.

3. The property to be forfeited includes, but is not limited to, a forfeiture money judgment in the amount of \$287,628.27.

4. If any of the property described above, 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 of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 982(a)(7) and 28 U.S.C. § 2461(c).

NOTICE OF FORFEITURE
[18 U.S.C. § 982(a)(7)]

5. The allegations in Counts Two through Four of this Information are hereby re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 982(a)(7).

6. Upon conviction of the offense set forth in Counts Two through Four of this Information, in violation of Title 18, United States Code, Section 1347, the defendant,

KELLEY NORRIS,
aka Kelley Norris-Hartley,

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the offense.

7. If any of the property described above, 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 of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(C).

All pursuant to 18 U.S.C. § 982(a)(7).

ROBERT O. POSEY
Acting United States Attorney

/s/Electronic Signature
CHINELO DIKÉ-MINOR
Assistant United States Attorney

/s/ Electronic Signature
NICOLE GROSNOFF
Assistant United States Attorney