

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

UNITED STATES OF AMERICA	:	
	:	Criminal No. 20-544-3 (RBK)
v.	:	
	:	18 U.S.C. § 1349
ASHLEY LYONS-VALENTI	:	

**SUPERSEDING INFORMATION**

The defendant having waived in open court prosecution by Indictment, the Attorney for the United States, acting pursuant to authority conferred by 28 U.S.C. § 515, charges:

**COUNT 1**  
**(Conspiracy to Commit Health Care Fraud)**

1. At all times relevant to this Superseding Information:
  - a. Defendant ASHLEY LYONS-VALENTI, who also used the name “Ashley Lyons,” was an advanced practice nurse at a medical office in Pennsville, New Jersey. As an advanced practice nurse, defendant ASHLEY LYONS-VALENTI was authorized under New Jersey law and regulations to prescribe medicines.
  - b. Vincent Tornari, who is listed as a co-conspirator and charged elsewhere, was the president of Company 1 and received a portion of money that Company 1 received.
  - c. Individual 1, who is listed as a co-conspirator but not as a defendant herein, was the live-in boyfriend of defendant ASHLEY LYONS-VALENTI.

2. At all times relevant to this Superseding Information:

a. In New Jersey, the State Health Benefits Program (“SHBP”) offered medical and prescription drug coverage to qualified state and local government public employees, retirees, and eligible dependents. The School Employees’ Health Benefits Program (“SEHBP”) offered medical and prescription drug coverage to qualified local education public employees, retirees, and eligible dependents. SHBP and SEHBP each were “health care benefit programs” that affected commerce as defined in 18 U.S.C. § 24(b).

b. “Pharmacy Benefits Administrator” provided pharmacy benefit management services for SHBP and SEHBP beneficiaries and other insurance plan beneficiaries pursuant to contracts with the insurance plans. Pharmacy Benefits Administrator adjudicated claims for reimbursement from pharmacies and paid pharmacies for valid claims. Pharmacy Benefits Administrator then billed the insurance plans based on the amount paid to the pharmacies for the claims. Pharmacy Benefits Administrator was a “health care benefit program” that affected commerce as defined in 18 U.S.C. § 24(b).

c. In general, compounding was a practice in which a licensed pharmacist combined, mixed, or altered ingredients of one or more drugs in response to a prescription to create a medication tailored to the medical needs of an individual patient. Compounded drugs were not approved by the United States Food and Drug Administration (“FDA”); that is, the FDA did not verify the safety, potency, effectiveness, or manufacturing quality of compounded drugs.

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

e. Compounding Pharmacy 1 was a pharmacy located in Pennsylvania that prepared compounded and other prescription medications. When Compounding Pharmacy 1 received a prescription, it would fill the prescription by preparing the medication and mailing it to the individual. Compounding Pharmacy 1 would then bill Pharmacy Benefits Administrator for the prescription and receive payment.

f. Company 1 marketed prescription medications on behalf of Compounding Pharmacy 1. Company 1 received from Compounding Pharmacy 1 a percentage of the amount that Compounding Pharmacy 1 received from Pharmacy Benefits Administrator for prescriptions originated by Company 1 and those affiliated with it.

3. From in or about April 2014 through in or about October 2016, in the District of New Jersey, and elsewhere, defendant

ASHLEY LYONS-VALENTI

did knowingly and willfully conspire and agree with Vincent Tornari, Individual 1, and others to execute a scheme and artifice to defraud a health care benefit program and to obtain, by means of false and fraudulent pretenses, representations, and

promises, money and property owned by, or under the custody and control of, a health care benefit program in connection with the delivery of and payment for health care benefits, items, and services, contrary to Title 18, United States Code, Section 1347.

#### **Object of the Conspiracy**

4. It was the object of the conspiracy for defendant ASHLEY LYONS-VALENTI, Vincent Tornari, Individual 1, and others to unlawfully enrich themselves by causing the submission to Pharmacy Benefits Administrator of false and fraudulent insurance claims for prescription medications, which enabled them to receive—directly or indirectly—a percentage of the money that Pharmacy Benefits Administrator paid to Compounding Pharmacy 1 for the prescription medications.

#### **Manner and Means of the Conspiracy**

5. It was part of the conspiracy that, in or about April 2014, Vincent Tornari asked defendant ASHLEY LYONS-VALENTI to prescribe medications prepared by Compounding Pharmacy 1. At the same time, Vincent Tornari hired defendant ASHLEY LYONS-VALENTI's live-in boyfriend—Individual 1—to be a sales representative for Company 1 selling Compounding Pharmacy 1 medications, even though Individual 1 had no background or experience in medicine and pharmaceutical sales.

6. It was further part of the conspiracy that, on or about April 24, 2014, Individual 1 and Vincent Tornari signed a contract under which Individual 1 would receive a commission from Company 1 for each Compounding Pharmacy 1 prescription that Individual 1 originated if insurance paid for that prescription.

7. It was further part of the conspiracy that defendant ASHLEY LYONS-VALENTI knew that Individual 1 would receive a commission on each covered prescription she wrote and that she would receive a kickback consisting of half of each commission payment that Individual 1 received.

8. It was further part of the conspiracy that, on or about April 24, 2014, the same day as the effective date of the contract signed by Individual 1, defendant ASHLEY LYONS-VALENTI wrote for the first time a prescription for a Compounding Pharmacy 1 medication.

9. It was further part of the conspiracy that defendant ASHLEY LYONS-VALENTI wrote at least 18 additional Compounding Pharmacy 1 prescriptions from April 25, 2014 through May 2, 2014.

10. It was further part of the conspiracy that, during the course of the conspiracy, defendant ASHLEY LYONS-VALENTI continued to prescribe Compounding Pharmacy 1 medications, Vincent Tornari continued to write commission checks and cause commission payments to Individual 1, and Individual 1 continued to give defendant ASHLEY LYONS-VALENTI half of the commission checks he received.

11. It was further part of the conspiracy that, in order for Individual 1 to receive commission payments and to receive half of those payments as kickbacks, defendant ASHLEY LYONS-VALENTI prescribed medications offered by Compounding Pharmacy 1 to her patients instead of prescribing medications from

another pharmacy, telling the patient to obtain an over-the-counter medication, or not prescribing any medication because it was unnecessary.

12. It was further part of the conspiracy that, to conceal her prescribing of Compounding Pharmacy 1 medications for her patients, defendant ASHLEY LYONS-VALENTI did not include copies of the prescriptions in the patients' medical files and did not list the medications in the patients' medical records.

13. It was further part of the conspiracy that defendant ASHLEY LYONS-VALENTI did not disclose to her patients or her employer that she and Individual 1 were receiving payments for her prescribing Compounding Pharmacy 1 medications.

14. It was further part of the conspiracy that defendant ASHLEY LYONS-VALENTI asked her co-workers and subordinates at her place of employment to agree to receive Compounding Pharmacy 1 medications and persuaded co-workers to receive the medications, typically without performing a medical examination to determine that they needed the medications.

15. It was further part of the conspiracy that defendant ASHLEY LYONS-VALENTI prescribed medically unnecessary compound prescriptions medications to her children for the sole purpose of financially benefitting herself, Individual 1, and Vincent Tornari.

16. It was further part of the conspiracy that defendant ASHLEY LYONS-VALENTI caused prescriptions to be faxed from the medical office where she worked in New Jersey to Compounding Pharmacy 1 in Pennsylvania.

17. It was further part of the conspiracy that prescriptions signed by defendant ASHLEY LYONS-VALENTI were sometimes faxed to Compounding Pharmacy 1 from the fax machine in the New Jersey home of defendant ASHLEY LYONS-VALENTI and Individual 1.

18. It was further part of the conspiracy that defendant ASHLEY LYONS-VALENTI wrote over \$1,250,000.00 in Compounding Pharmacy 1 prescriptions, that Vincent Tornari signed or authorized payments of over \$190,000.00 to Individual 1, and that defendant ASHLEY LYONS-VALENTI received over \$90,000.00 from Individual 1.

In violation of Title 18, United States Code, Section 1349.

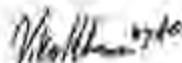
**FORFEITURE ALLEGATIONS**

1. Upon conviction of the conspiracy offense alleged in Count 1 of this Superseding Information, defendant ASHLEY LYONS-VALENTI shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offense alleged in Count 1, including but not limited to a forfeiture money judgment in the amount of \$90,927.71, representing all property constituting or derived from proceeds traceable to the commission of the offense alleged in Count 1 to which he pleads guilty.

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

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

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



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VIKAS KHANNA  
Attorney for the United States  
Acting Under Authority Conferred by 28 U.S.C. § 515



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SUPERSEDING INFORMATION FOR  
18 U.S.C. § 1349

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**VIKAS KHANNA**  
ATTORNEY FOR THE UNITED STATES,  
ACTING PURSUANT TO AUTHORITY CONFERRED BY 28 U.S.C. § 515  
NEWARK, NEW JERSEY

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