

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

UNITED STATES OF AMERICA : Hon. Michael A. Shipp
:
v. : Crim. No. 22-
:
SRINIVASA RAJU : 18 U.S.C. § 371

INFORMATION

The defendant having waived in open court prosecution by indictment, the United States Attorney for the District of New Jersey charges:

Relevant Individuals and Entities

1. Unless otherwise indicated, at all times relevant to this Information:
 - a. Defendant SRINIVASA RAJU (“RAJU”) worked for a pharmacy located in Morris County, New Jersey (the “Pharmacy”), where he performed various tasks, including coordinating prescription deliveries and helping solicit doctors’ employees to send prescriptions to the Pharmacy.
 - b. “Coconspirator-1” worked as a pharmacy technician and sales representative for the Pharmacy.
 - c. “Coconspirator-2” co-owned the Pharmacy.
 - d. “Coconspirator-3” worked as the Pharmacy’s delivery driver.
 - e. “Individual-1” worked as the office manager at the Jersey City, New Jersey office of a doctor who specialized in rheumatology (“Doctor-1”).
 - f. “Individual-2” worked as an administrator and receptionist at the

Jersey City, New Jersey office of a different doctor who specialized in rheumatology (“Doctor-2”).

The Medicare and Programs

g. The Medicare Program (“Medicare”) was a federally funded health care program, which provided payment for reasonable and medically necessary medical services for certain individuals, primarily the elderly, blind, and disabled.

h. Medicare was a “health care benefit program,” as defined by 18 U.S.C. § 24(b), that affected commerce. Medicare was also a “Federal health care program,” as defined by 42 U.S.C. § 1320a-7b(f).

The Conspiracy

2. From in or about January 2019 to in or about February 2021, in the District of New Jersey and elsewhere, defendant

SRINIVASA RAJU

knowingly and intentionally conspired with Coconspirator-1, Coconspirator-2, Coconspirator-3, and others to commit an offense against the United States, that is, to knowingly and willfully offer and pay remuneration, directly and indirectly, overtly and covertly, in cash and in kind, that is, kickbacks and bribes, in return for referrals of individuals to other persons for the furnishing and arranging for the furnishing of any items and services, and in return for ordering, and arranging for purchasing and ordering any good, facility, service, or item, namely, the referral of prescriptions for

patients to the Pharmacy, located in Morris County, New Jersey, for which payment was made in whole or in part under a Federal health care program, namely Medicare, contrary to Title 42, United States Code, Section 1320a-7b(b)(2)(A).

Goal of the Conspiracy

3. The goal of the conspiracy was for SRINIVASA RAJU and his coconspirators to fraudulently obtain revenue for the Pharmacy by paying kickbacks and bribes to individuals who worked at doctors' offices in exchange for those individuals sending prescriptions from those doctors' offices to the Pharmacy.

Manner and Means of the Conspiracy

4. It was part of the conspiracy that:
- a. SRINIVASA RAJU, in agreement with Coconspirator-1 and Coconspirator-2, paid bribes and kickbacks to Individual-1 to induce Individual-1 to send prescriptions from Doctor-1's office to the Pharmacy.
 - b. At first, in agreement with SRINIVASA RAJU and Coconspirator-2, Coconspirator-1 offered and paid Individual-1 approximately \$100 for each prescription that Individual-1 sent to the Pharmacy.
 - c. Several months later, Coconspirator-1, in agreement with SRINIVASA RAJU and Coconspirator-2, agreed to pay and paid Individual-1 approximately \$150 for each prescription that Individual-1 sent to the Pharmacy.
 - d. From the prescriptions that Individual-1 steered to the Pharmacy,

the Pharmacy received reimbursement payments from Medicare of approximately \$539,000.

e. In addition, SRINIVASA RAJU, in agreement with Coconspirator-1 and Coconspirator-3, paid bribes and kickbacks to Individual-2 to induce Individual-2 to send prescriptions from Doctor-2's office to the Pharmacy.

f. At first, SRINIVASA RAJU and Coconspirator-1 provided gift cards to Individual-2 totaling several hundred dollars, in exchange for Individual-2 steering prescriptions to the Pharmacy.

g. Soon after, SRINIVASA RAJU, aided by Coconspirator-1, Coconspirator-3, and others, started paying Individual-2 kickbacks and bribes by cash and by check. SRINIVASA RAJU paid Individual-2 approximately \$100 for every new prescription that Individual-2 sent the Pharmacy.

h. To conceal some of these kickbacks and bribes to Individual-2, SRINIVASA RAJU furnished approximately eight checks, totaling approximately \$8,000, which were made out to Individual-2's relative (the "Relative") for supposed computer services. But SRINIVASA RAJU had never met or communicated with the Relative, and the checks were in fact bribes and kickbacks to Individual-2.

i. After Individual-2 steered prescriptions to the Pharmacy, the Pharmacy billed Medicare and received reimbursement payments totaling approximately \$1,900,000.

Overt Acts

5. In furtherance of the conspiracy and to achieve its illegal objectives, SRINIVASA RAJU, Coconspirator-1, Coconspirator-2, Coconspirator-3, and others committed, and caused to be committed, the following acts in the District of New Jersey and elsewhere:

a. On or about August 7, 2019, Coconspirator-1, in agreement with SRINIVASA RAJU and Coconspirator-2, paid Individual-1 a kickback and bribe of approximately \$2,500 cash.

b. On or about December 11, 2019, Coconspirator-1, in agreement with SRINIVASA RAJU and Coconspirator-2, paid Individual-1 a kickback and bribe of approximately \$1,000 cash.

c. On or about February 12, 2020, Coconspirator-1, in agreement with SRINIVASA RAJU and Coconspirator-2, paid Individual-1 a kickback and bribe of approximately \$1,000 cash.

d. On or about June 20, 2019, Coconspirator-1, referring to a \$1,000 bribe and kickback, texted Individual-2, "He [referring to SRINIVASA RAJU] gave me a check for 1000," and "I will send it tomorrow."

e. On or about October 5, 2020, Coconspirator-3, in agreement with SRINIVASA RAJU and others, paid Individual-2 a kickback and bribe of approximately \$300 cash.

f. On or about October 5, 2020, Coconspirator-3, in agreement with SRINIVASA RAJU and others, paid Individual-2 a kickback and bribe of approximately \$300 cash.

In violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATION

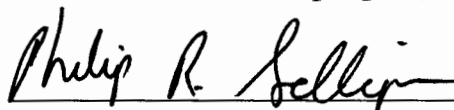
1. Upon conviction of the Federal health care offense, *see* 18 U.S.C. § 24, charged in this Information, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), all property, real or personal, that constituted or was derived, directly and indirectly, from gross proceeds traceable to the commission of the offense.

SUBSTITUTE ASSETS PROVISION

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 party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

the United States shall be entitled, pursuant to 21 U.S.C. § 853(p) (as incorporated by 28 U.S.C. § 2461(c) and 18 U.S.C. § 982(b)), to forfeiture of any other property of the defendant up to the value of the above-described forfeitable property.



PHILIP R. SELLINGER
United States Attorney

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**United States District Court
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UNITED STATES OF AMERICA

v.

SRINIVASA RAJU

INFORMATION FOR

18 U.S.C. § 371

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