

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA

8:16 CR 436 T 30 MAB  
CASE NO.

v.

CORDERA HILL,  
ANTHONIO MILLER, and  
RASHAD BARR

18 U.S.C. § 371  
42 U.S.C. § 1320a-7b(b)(2)(A)  
18 U.S.C. § 982(a)(7)(forfeiture)

**INDICTMENT**

The Grand Jury charges:

**COUNT ONE**  
(Conspiracy)

**A. Introduction**

At all times material to this Indictment:

1. Cordera Hill was an active duty member of the United States Army, specifically a Staff Sergeant, stationed at MacDill Air Force Base in Tampa in the Middle District of Florida. Hill also became a sales representative for Centurion Compounding, Inc.

2. Antonio Miller was an active duty member of the United States Navy, specifically a Petty Officer, stationed at MacDill Air Force Base in Tampa in the Middle District of Florida. Miller also became a sales representative for Centurion Compounding, Inc.

3. Rashad Barr was a United States Army reservist on active duty at MacDill Air Force Base in Tampa in the Middle District of Florida.

4. TRICARE was the federal health care benefit program for U.S. military members, retirees, and their family members. TRICARE was a Federal health care benefit program, as defined by 18 U.S.C. § 24(b). Miller, Hill, and Barr were all TRICARE beneficiaries.

5. Centurion Compounding, Inc. (Centurion) was a marketing firm located in Wesley Chapel in the Middle District of Florida that utilized sales representatives as independent contractors to market compounded medications, specifically creams for pain and scars, among other things, to health care benefit program beneficiaries. Centurion focused its promotional efforts on TRICARE beneficiaries based upon an understanding and belief that TRICARE would pay claims for these compounded creams. Centurion directed the prescriptions that it received for the patients whom its sales representatives had recruited to two compounding pharmacies in the Middle District of Florida: Lifecare Pharmacy and later Oldsmar Pharmacy. Centurion received approximately 50% of the after-cost amount of each claim paid by a health care benefit program to the pharmacy for each filled prescription for compounded creams Centurion marketed. Centurion then paid its sales representatives a percentage of the paid claims it received from the pharmacies.

6. Pharmland LLC, d/b/a Lifecare Pharmacy (Lifecare), was located in Pinellas County in the Middle District of Florida. Lifecare was a compounding pharmacy that, among other things, produced compounded

creams for scars, pain and other ailments that were marketed by Centurion. Lifecare billed TRICARE and other health care benefit programs for these creams, each of which typically ranged in price from approximately \$4,000 to \$17,000 for a one-month supply. Lifecare was engaged in a marketing relationship with Centurion from in or around May 2014, until in or around November 2014, pursuant to which Lifecare paid Centurion approximately 50% of the after-cost amount of each claim paid by the health care benefit program.

7. Z-Stat Medical LLC, d/b/a Oldsmar Pharmacy (Oldsmar), was located in Pinellas County in the Middle District of Florida. Oldsmar was a compounding pharmacy that, among other things, produced compounded creams for scars, pain and other ailments that were marketed by Centurion. Oldsmar billed TRICARE and other health care benefit programs for these creams, each of which typically ranged in price from approximately \$4,000 to \$17,000 for a one-month supply. Oldsmar was engaged in a marketing relationship with Centurion from in or around October 2014, until in or around February 2015, pursuant to which Oldsmar paid Centurion approximately 50% of the after-cost amount of each claim paid by the health care benefit program.

**B. The Conspiracy**

8. Beginning on an unknown date, but from at least as early as in or around October 2014, and continuing through at least in or around February 2015, in the Middle District of Florida and elsewhere,

**CORDERA HILL,  
ANTHONIO MILLER,  
and  
RASHAD BARR,**

the defendants herein, did knowingly and willfully combine, conspire, confederate, and agree with others, both known and unknown to the Grand Jury, to commit certain offenses against the United States, specifically, to commit violations of the federal Anti-Kickback Statute, in violation of Title 42, United States Code, Section 1320a-7b(b)(2)(A).

**C. Manner and Means**

9. The manner and means by which the defendants and others sought to accomplish the conspiracy included, among other things, the following:

a. It was a part of the conspiracy that conspirators at Centurion would and did enter into relationships with certain compounding pharmacies, in particular, Lifecare and Oldsmar, in order to market and bill health care benefit programs for compounded creams, many of which had high rates of reimbursement.

b. It was further part of the conspiracy that the conspirators at Centurion would and did agree with conspirators at Lifecare and Oldsmar that Centurion would receive approximately 50% of the after-cost amount of each claim paid to the pharmacies by TRICARE and other health care benefit programs for prescriptions directed by Centurion to be filled by the pharmacies.

c. It was further part of the conspiracy that the conspirators at Centurion would and did utilize sales representatives to recruit patients to be

seen by physicians, which patients would be provided with preprinted prescriptions featuring compounded medications with high rates of reimbursement for generalized ailments such as pain and scars. The patients' physicians would, in turn, prescribe these Centurion-promoted compounded creams, which prescriptions were directed by Centurion to be filled by Lifecare and later Oldsmar.

d. It was further part of the conspiracy that the conspirators would and did cause TRICARE and other health care benefit programs to be billed for these prescriptions filled at Lifecare and Oldsmar.

e. It was further part of the conspiracy that the conspirators at Centurion would and did enter into illegal kickback agreements with Centurion sales representatives. Pursuant to these illegal agreements, Centurion promised to pay and paid its sales representatives approximately 15% to 25% of the after-cost amount of each claim paid to the pharmacies by TRICARE and other health care benefit programs for prescriptions directed by Centurion to be filled by the pharmacies.

f. It was further part of the conspiracy that certain conspirators would and did agree to make, did make, and cause to be made illegal kickbacks in the form of cash payments to TRICARE beneficiaries to induce those beneficiaries to see doctors for the purpose of obtaining prescriptions for compounded creams marketed by Centurion and filled at Lifecare and later

Oldsmar, which resulted in commission payments to Centurion and its sales representatives.

g. It was further part of the conspiracy that certain conspirators would and did make and cause to be made illegal kickbacks, by paying and causing to be paid doctor visit co-pays, meals, travel costs, and entertainment expenses, among other things, for the benefit of TRICARE beneficiaries to induce those beneficiaries to see doctors for the purpose of obtaining prescriptions for compounded creams marketed by Centurion and filled at Lifecare and later Oldsmar, which resulted in commission payments to Centurion and its representatives.

h. It was further part of the conspiracy that the conspirators would and did misrepresent, conceal, hide, and cause to be misrepresented, concealed, and hidden, acts done in furtherance of the scheme and artifice to defraud and the purpose of those acts.

#### **D. Overt Acts**

10. In furtherance of, and to affect the objectives of, the conspiracy, the following overt acts, among others, were committed in the Middle District of Florida and elsewhere:

a. In or around May 2014, the conspirators at Lifecare entered into a marketing relationship with the conspirators at Centurion and agreed that Lifecare would pay an illegal kickback to Centurion equal to approximately 50% of the proceeds of claims paid to Lifecare by TRICARE and

other health care benefit programs, after expenses, for prescriptions directed by Centurion to Lifecare to be filled.

b. In or around October 2014, conspirators at Centurion recruited the defendants, Anthonio Miller and Cordera Hill, to obtain prescriptions for compounded medications marketed by Centurion.

c. On or about October 3, 2014, the defendant, Cordera Hill, visited a Centurion network physician, Dr. A.B., and obtained prescriptions for compounded pain cream and scar cream, among other things, which prescriptions were directed to Lifecare to be filled.

d. At an unknown time, but after on or about October 3, 2014, the conspirators caused Lifecare to submit claims to TRICARE for filling these prescriptions for compounded medications marketed by Centurion and prescribed for the benefit of the defendant, Cordera Hill.

e. From in or around November 2014, through and including at least in or around December 2014, the defendant, Cordera Hill, continued to request and receive refills for the compounded medications marketed by Centurion, prescribed for the defendant, Cordera Hill, by Dr. A.B., filled by Lifecare and/or Oldsmar, and billed to TRICARE.

f. From at least in or around October 2014, through and including in or around February 2015, the defendant, Cordera Hill, and others caused TRICARE to be billed approximately \$98,570.12 for compounded

medications marketed by Centurion and purportedly intended for use by the defendant, Cordera Hill.

g. On or about October 21, 2014, the defendant, Cordera Hill, entered into a marketing representative agreement to become an independent contractor for Centurion. Pursuant to the agreement, Centurion promised to pay the defendant, Cordera Hill, 15% of "the total reimbursement for each insurance-approved and adjudicated by any associated pharmacy, minus cost of drug(s), paid to Centurion compounding," to be paid only after the pharmacy received payment from the health care benefit program.

h. On or about October 22, 2014, the defendant, Antonio Miller, visited a Centurion network physician, Dr. A.B., and obtained prescriptions for compounded pain cream and scar cream, among other things, which prescriptions were directed to Lifecare to be filled.

i. At an unknown time but after on or about October 22, 2014, the conspirators caused Lifecare to submit claims to TRICARE for filling these prescriptions for compounded medications marketed by Centurion and prescribed for the benefit of the defendant, Antonio Miller.

j. From in or around November 2014, through and including at least in or around February 2015, the defendant, Antonio Miller, continued to request and receive refills for the compounded medications marketed by Centurion, prescribed for the defendant, Antonio Miller, by Dr. A.B., filled by Lifecare and/or Oldsmar, and billed to TRICARE.



k. From at least in or around November 2014, through and including in or around February 2015, the defendant, Antonio Miller and others caused TRICARE to be billed and pay approximately \$60,673.06 for compounded medications marketed by Centurion and intended for use by the defendant, Antonio Miller.

l. On or about October 24, 2014, the defendant, Antonio Miller, entered into a marketing representative agreement to become an independent contractor for Centurion. Pursuant to the agreement, Centurion promised to pay the defendant, Antonio Miller, 15% of "the total reimbursement for each insurance-approved and adjudicated by any associated pharmacy, minus cost of drug(s), paid to Centurion compounding," to be paid only after the pharmacy received payment from the health care benefit program.

m. On an unknown date but prior to October 30, 2014, the defendant, Rashad Barr, visited a Centurion network physician, Dr. A.B., and obtained prescriptions for compounded pain cream and scar cream, which prescriptions were directed to Lifecare to be filled.

n. On or about October 30, 2014, the conspirators caused Lifecare to submit claims to TRICARE for filling these prescriptions for compounded medications marketed by Centurion and prescribed for the benefit of the defendant, Rashad Barr, which caused TRICARE to be billed approximately \$26,067.89.

o. On or about the dates set forth below, each of which corresponds to a separate overt act, the conspirators paid and caused to be paid kickbacks to TRICARE beneficiaries to obtain prescriptions for compounded creams marketed by Centurion and filled by Lifecare and later Oldsmar:

COUNT	BENE.	FILL DATE	APPROX. AMT OF KICK-BACK	PAYEE OF KICK-BACK	TRICARE CLAIM AMOUNT	TRICARE PAID AMOUNTS
o.1	J.K.	11-11-2014	\$100	MILLER	\$5,378.42	\$4,515.49
o.2	E.H.	12-02-2014	\$50	BARR	\$45,721.44	\$39,002.25
o.3	R.B.	12-02-2014	\$50	BARR	\$61,008.49	\$52,003.00
o.4	C.S.	12-08-2014	\$50	BARR	\$23,738.22	\$20,247.87
o.5	K.L.	12-24-2014	\$100	MILLER	\$7,710.97	\$6,577.59
o.6	G.B.	12-24-2014	\$50	BARR	\$9,986.32	\$8,513.09
o.7	B.B.	12-24-2014	Approx. \$400 plane ticket	HILL	\$14,411.82	\$12,295.57
o.8	K.H.	12-29-2014	\$50	HILL	\$47,703.91	\$40,591.46
o.9	S.B., Jr.	12-31-2014	\$100	MILLER	\$5,012.40	\$4,264.10

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

**COUNTS TWO THROUGH TEN**  
(Payment of Kickbacks)

**A. Introduction**

1. The Grand Jury hereby realleges Paragraphs 1 through 4 of Count One of this Indictment and incorporates such paragraphs by this reference as though fully set forth herein.

**B. Offense**

2. On or about the dates listed below, in the Middle District of Florida and elsewhere,

**CORDERA HILL,  
ANTHONIO MILLER  
and  
RASHAD BARR,**

the defendants herein, did knowingly and willfully offer to pay and pay remuneration, that is kickbacks and bribes, directly and indirectly, covertly and overtly, in the form of cash and meal, travel, and entertainment expenses, to the TRICARE beneficiaries listed below to refer those beneficiaries to a person for the furnishing or arranging for the furnishing of an item or service, specifically to induce such beneficiaries to visit physicians to obtain prescriptions for compounded scar and pain creams, among others, marketed by Centurion, and filled by Lifecare and Oldsmar, for which payment may be made in whole or in part by TRICARE, a federal health care benefit program:

COUNT	BENE.	FILL DATE	APPROX. AMT OF KICK-BACK	PAYEE OF KICK-BACK	TRICARE CLAIM AMOUNT	TRICARE PAID AMOUNTS
TWO	J.K.	11-11-2014	\$100	MILLER	\$5,378.42	\$4,515.49
THREE	E.H.	12-02-2014	\$50	BARR	\$45,721.44	\$39,002.25
FOUR	R.B.	12-02-2014	\$50	BARR	\$61,008.49	\$52,003.00
FIVE	C.S.	12-08-2014	\$50	BARR	\$23,738.22	\$20,247.87
SIX	K.L.	12-24-2014	\$100	MILLER	\$7,710.97	\$6,577.59
SEVEN	G.B.	12-24-2014	\$50	BARR	\$9,986.32	\$8,513.09
EIGHT	B.B.	12-24-2014	Approx. \$400 plane ticket	HILL	\$14,411.82	\$12,295.57
NINE	K.H.	12-29-2014	\$50	HILL	\$47,703.91	\$40,591.46
TEN	S.B., Jr.	12-31-2014	\$100	MILLER	\$5,012.40	\$4,264.10

In violation of Title 42, United States Code, Section 1320a-7b(b)(2)(A) and Title 18, United States Code, Section 2.

### FORFEITURES

1. The allegations contained in Counts One through Ten of this Indictment are incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 982(a)(7).

2. Upon conviction of a conspiracy to violate and of violations of Title 42, United States Code, Section 1320a-7b(b)(2), the defendants shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section

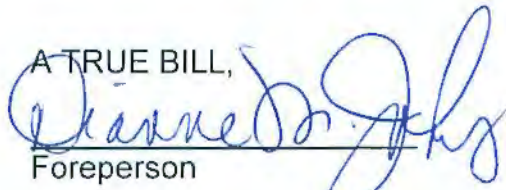
982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offenses.

3. The property to be forfeited includes, but is not limited to, the following: a money judgment in the amount of \$188,010.42.

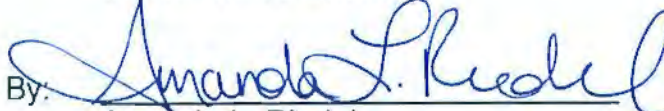
4. If any of the property described above, as a result of any act or omission of the defendants:

- 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 18, United States Code, Section 982(b)(1).

A TRUE BILL,  
  
Foreperson

A. LEE BENTLEY, III  
United States Attorney

By:   
Amanda L. Riedel  
Assistant United States Attorney

By:   
Megan K. Kistler  
Assistant United States Attorney

By:   
Simon A. Gaugush  
Assistant United States Attorney  
Chief, Economic Crimes Section

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**UNITED STATES DISTRICT COURT**  
Middle District of Florida  
Tampa Division

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THE UNITED STATES OF AMERICA

vs.

CORDERA HILL,  
ANTHONIO MILLER, and  
RASHAD BARR

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**INDICTMENT**

Violations:

18 U.S.C. § 371  
42 U.S.C. § 1320a-7b(b)(2)(A)

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A true bill,

  
Foreperson

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Filed in open court this 13th day  
of October 2016.

\_\_\_\_\_  
Clerk

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Bail \$ \_\_\_\_\_

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