

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

**UNITED STATES OF AMERICA** )  
 )  
 v. ) **Case No. \_\_\_\_\_**  
 ) **18 U.S.C. §§ 371, 1347, 1957**  
**BRIDGET MCCUNE** )

**PLEA AGREEMENT**

The government and the defendant, **BRIDGET MCCUNE**, hereby acknowledge the following plea agreement in this case:

**PLEA**

The defendant agrees to **(1)** plead guilty to **COUNT ONE through COUNT EIGHT** of the Information filed in the above numbered and captioned matter; and **(2)** the entry of an order of forfeiture in the amount of \$401,627.55. In exchange, the United States Attorney, acting on behalf of the government and through the undersigned Assistant United States Attorney, agrees to recommend the disposition specified below, subject to the conditions in Sections IX and X.

**TERMS OF THE AGREEMENT**

**I. MAXIMUM PUNISHMENT**

The defendant understands that the maximum statutory punishment that may be imposed for the crime of conspiracy to commit health care fraud, wire fraud, mail fraud, and to violate the Anti-Kickback Statute in violation of Title 18, United States Code, Section 371, as charged in COUNT ONE, is:

- a. Imprisonment for not more than 5 years;
- b. A fine of not more than \$250,000; or,
- c. Both (a and b);
- d. Supervised release of not more than 1 year; and
- e. Special Assessment Fee of \$100 per count.

The defendant further understands that the maximum statutory punishment that may be imposed for the crime of health care fraud, in violation of Title 18, United States Code, Section 1347, as charged in COUNT TWO through COUNT SIX, is:

- a. Imprisonment for not more than 10 years;
- b. A fine of not more than \$250,000; or,
- c. Both (a and b);
- d. Supervised release of not more than 3 years; and
- e. Special Assessment Fee of \$100 per count.

The defendant understands that the maximum statutory punishment that may be imposed for the crime of engaging in monetary transactions in property derived from specified unlawful activity, in violation of Title 18, United States Code, Section 1957, as charged in COUNT SEVEN through COUNT EIGHT, is:

- a. Imprisonment for not more than 10 years;
- b. A fine of not more than \$250,000; or,
- c. Both (a and b);
- d. Supervised release of not more than 3 years; and
- e. Special Assessment Fee of \$100 per count.

## **II. FACTUAL BASIS FOR PLEA**

### ***A. Pharmacies***

Pharmacies dispense pre-manufactured and compounded prescription drugs. 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. 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. A prescriber issues a prescription for these medications after determining 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.

The U.S. Food and Drug Administration (“FDA”) offers the following examples of when drugs would be compounded: **(1)** if a patient has an allergy and needs a medication to be made without a certain dye preservative; **(2)** if an elderly patient or child cannot swallow a pill and needs a medicine in a liquid form that is not otherwise available. Due to the unique and individualized nature of compounded medications, such medications are neither commercially available nor distributed in mass quantities. 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.

***A. Private and Government Insurance Plans***

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. Blue Cross Blue Shield of Alabama (“BCBSAL”) is a private insurance company providing prescription drug insurance coverage in the state of Alabama and elsewhere.

Government programs and entities also offer prescription drug plans. The Medicare Program (“Medicare”) is a federally funded program that provides free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. Medicare programs covering different types of benefits are separated into different program “parts.” Part D of Medicare (the “Medicare Part D Program”) subsidizes the costs of certain prescription drugs, including certain compounded drugs.

TRICARE is a healthcare program of the United States Department of Defense (“DOD”) Military Health System that provides coverage for DOD beneficiaries worldwide, including active duty service members, National Guard and Reserve members, retirees, their families, and survivors. TRICARE provides coverage for certain prescription drugs, including certain compounded drugs.

BCBSAL, Medicare and TRICARE are “health care benefit programs” affecting commerce, as defined by Title 18, United States Code, Section 24(b) and that as that term is used in Title 18, United States Code, Section 1347. Medicare and TRICARE are “Federal health care programs,” affecting commerce, as defined by Title 42, United States Code, Section 1320a-7b(f), and as that term is used in Title



42, United States Code, Sections 1320a-7b(b).

***B. Third Party Administrators and Billing***

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

A Pharmacy Services Administrative Organization (“PSAO”) is 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.

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

When a pharmacy receives a prescription from a privately or government insured beneficiary, the pharmacy is 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 represents the beneficiary’s insured drug plan. The plan or PBM determines whether the pharmacy is entitled to payment for each claim. The pharmacy periodically receives payment for submitted claims from the Plan, PBM, or a PSAO. If payment is made by a PBM or PSAO, those entities are

ultimately reimbursed, directly or indirectly, by the insured plan.

Prime Therapeutics (“Prime”) is a PBM for BCBSAL and other insurance plans, Express Scripts Incorporated (“Express Scripts”) is a PBM for TRICARE and other insurance plans, and Caremark LLC d/b/a CVS/Caremark (“CVS/Caremark”) is a PBM for Medicare and other insurance plans. Prime, Express Scripts and CVS/Caremark are “health care benefit programs,” affecting commerce, as defined by Title 18, United States Code, Section 24(b), and as that term is used in Title 18, United States Code, Section 1347.

Leader Drug Stores, Inc. (hereafter “Leader”) and AmerisourceBergen Elevate Provider Network (formerly Good Neighbor Pharmacy Provider Network) (hereafter “Good Neighbor”) and others are PSAOs through which pharmacies could enter PBM’s pharmacy networks.

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.

### ***C. Global and Related Entities***

16. 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. The billing center was referred to as the Clearwater Call Center.

Global shipped 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. Global employed pharmacists, pharmacy technicians, and other employees who worked from the Haleyville, Alabama location.

Global hired outside sales representatives, who worked from various locations throughout the United States, and were primarily responsible for generating prescriptions from prescribers. The outside sales representatives reported to regional district managers. In addition, Global 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.

Global contracted, including through PSAOs, to participate in the pharmacy networks of various PBMs, including Prime, ESI, and CVS/Caremark. Global billed for prescription drugs through its contracts with these PBMs and PSAOs, as



well as through the PBM/PSAO contracts of its affiliate pharmacies, including Carrollton Pharmacy d/b/a The Prescription Shop (“TPS”), discussed below.

Global also contracted with BCBSAL, for which Prime served as PBM, to provide health insurance to employees and their dependents, who were located in Alabama and elsewhere in the United States. To get reimbursed for prescription drugs filled for BCBSAL beneficiaries, Global would submit claims to Prime, which would reimburse it through PSAOs including Leader and Good Neighbor.

On May 29, 2015, Prime informed Global that it was terminating Global from its network effective September 4, 2015. From June 2015 to 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.

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, Alabama. After on or about September 4, 2015, for Prime patients/beneficiaries, Global primarily compounded, shipped and billed 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 TPS employees and their dependents. On or about December 3, 2015, Prime also terminated TPS from its network effective immediately.

***D. Individuals Associated with Global***


The individuals who worked at Global included, but were not limited to:

- **MANAGEMENT PERSON #1**, who was an owner, President, and Chief Executive Officer of Global;
- **MANAGEMENT PERSON #2**, who was an owner, Vice President and Chief Operating Officer of Global, and resigned from Global on July 21, 2015;
- **MANAGEMENT PERSON #3**, who 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**; and
- **MANAGEMENT PERSON #4**, who was Global's Inside Sales Manager, and supervised the Clearwater Call Center inside sales representatives.

***E. Defendant BRIDGET MCCUNE***

Defendant **BRIDGET MCCUNE** had significant experience in pharmaceutical sales. From September 8, 2014 to on or about July 6, 2016, she was employed by Global and its affiliate entities, and was located in and around Destin, Florida. She was initially employed as an outside sales representative for Global's Florida region. Starting in or about January 9, 2015, she became National Field Trainer, but also continued to function as an outside sales representative.

Defendant **MCCUNE** had a close familial relationship with **PRESCRIBER #5**, a physician located in Florida. The overwhelming majority of prescriptions she obtained were issued under **PRESCRIBER #5's** signature. Global paid defendant



**MCCUNE** an annual base salary (initially approximately \$42,000, and after January 9, 2015, \$125,000) plus a monthly commission payment based on total monthly profits for prescriptions she obtained, primarily from **PRESCRIBER #5** as follows: \$0-\$99,999 = 7%; \$100,000-\$199,999 = 10%; \$200,000-infinity = 12%.

***F. The Conspiracy***

From on or about September 8, 2014 and continuing until on or about July 6, 2016, defendant **MCCUNE** knowingly and willfully conspired, combined, and agreed with others known and unknown to the United States to commit healthcare, wire fraud, mail fraud against BCBSAL, Medicare, TRICARE, Prime, ESI, CVS/Caremark, and others, in violation of Title 18, United States Code, Sections 1347, 1343 and 1341 and to solicit and receive kickbacks in return for referring prescriptions under TRICARE, Medicare and other Federal health care programs, in violation of Title 42, United States Code, Section 1320a-7b(b)(1) and (2).

Defendant **MCCUNE** and others' conspiracy and scheme and artifice to defraud centered on obtaining, generating, and then billing PBMs for prescriptions. The scheme and conspiracy were executed in myriad ways including: (1) Global managers hired as outside sales representatives individuals who were prescribers or worked in prescribers' offices; (2) Global managers hired as outside sales representatives individuals with marital and other close familial relationships to prescribers, including physicians, physician assistants and nurse practitioners;

(3) Global managers directed and encouraged the 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; (4) Global managers directed their employees to obtain certain prescriptions, not to meet patients’ legitimate medical needs, but rather to obtain commission payments and to maximize Global and its affiliate pharmacies’ profits; (5) co-conspirators and co-schemers forged prescriptions for medications; (6) family member medical practitioners were induced to prescribe medications to “patients” who were relatives; (7) medications were prescribed to “patients” who were not seen by, or did not have a patient relationship with medical practitioners; (8) medications were prescribed to minor children “patients” for whom the medications were contraindicated; (9) medications were prescribed to “patients” who discarded the medications in the trash; (10) medications were intentionally filled over successive days at lower quantities than prescribed in order to evade PBM automated billing safeguards; (11) medications were automatically refilled regardless of patient need; and (12) co-pays for medications were waived. Some of these fraudulent means are described in more detail below.

*1. Hiring Sales Representatives with Marital and Other Close Familial Relationships with Prescribers*

Global hired defendant **MCCUNE** because she had a close familial

relationship with **PRESCRIBER #5**. When she was hired and throughout her employment, defendant **MCCUNE** understood that she would receive payments based on the volume of prescriptions issued under **PRESCRIBER #5's** signature. After defendant **MCCUNE** was hired by Global on September 8, 2014, **PRESCRIBER #5's** prescribing of Global products, including for Medicare and TRICARE patients, significantly increased. For instance, as reflected on Global's commission reports, the approximate numbers of prescriptions Global filled (including refills) issued under **PRESCRIBER #5's** signature were as follows: in August 2014, 4 prescriptions; in September 2014, 45 prescriptions; and in October 2014, 252 prescriptions.

When defendant **MCCUNE** was initially hired, she was paid a base annual salary of approximately \$42,000, with a commission to be paid based on each prescription she brought in. On or about October 1, 2014, **MANAGEMENT PERSON #1** sent an email to Global employees stating that commission payments for outside sales representatives, including defendant **MCCUNE**, would be calculated as follows: \$0-\$99,999 = 7%; \$100,000-\$199,999 = 10%; \$200,000-infinity = 12%.

On January 9, 2015, **MANAGEMENT PERSON #1**, **MANAGEMENT PERSON #2** and defendant **MCCUNE** entered an employment agreement promoting defendant **MCCUNE** to National Field Trainer. The agreement stated

that her annual salary would be \$125,000 per year, with an incentive bonus of “3-8% of total profits of outside reps that you train.” It further described her job responsibility as including training sales representatives and to “work assigned territory maintaining prescription volume from those doctors, nurse practitioners, and physician assistants; excluding [PRESCRIBER #5].”

Notwithstanding this carve-out, defendant MCCUNE continued to function as PRESCRIBER #5’s sales representative and to receive commissions based on each of PRESCRIBER #5’s prescriptions.

On January 19, 2015, the owner of PRESCRIBER #5’s employing clinic raised additional concerns, and sent an email to PRESCRIBER #5, stating in part:

One of the major issue[s] that [] deeply concerns me is you writing scripts for [G]lobal. I don’t feel right at all about writing any scripts for that company. . .

First [defendant MCCUNE] becomes a drug rep for them and she comes to my practice to introduce the creams. We went from writing some to writing several. Then we told you there might be a conflict in writing for that company [defendant MCCUNE] being a rep for them and [her] getting a percentage. You guys went around it and said that well, she is not our rep anymore and she is not coming to our office. Yet you continue to write huge number of scripts for them and I know for a fact that [defendant MCCUNE] still gets a cut of what you write. . . .

You are writing over 100 scripts a month, each patient two creams, 12 refills for each patient, 480 grams. You are going out of your way to write the scripts, printing the face sheet, faxing the order to that company and you are insisting that you are not getting any benefit from this. This is so obvious to everyone that every employee in the practice

knows what you are doing and it making them feel uncomfortable.

Patients are complaining that they receiving loads of these creams, and getting refills every month even if they still have some. OMG this is just wrong and upsetting. [**PRESCRIBER #5**] have you written 12 refills on any medication you prescribe for your patients? How could you write 12 refills on a medication that might not work? Or might stop work[ing]? Or something might change? Ketamine is a controlled substance, you can[']t write refills on it how could you do that. . . .

I am demanding that you will no longer write any scripts for compounding creams for Global.

**PRESCRIBER #5** nonetheless continued to write prescriptions on which defendant **MCCUNE** was paid commissions, including for patients with government insurance plans such as Medicare and TRICARE. For instance, on February 4, 2015, **PRESCRIBER #5** issued a prescription for a topical pain cream with 12 refills for Patient P.I., an AARP beneficiary, which Global dispensed and billed for and later paid defendant **MCCUNE** a commission.

To increase defendant **MCCUNE**'s earnings from Global, which benefitted **PRESCRIBER #5** both directly and indirectly, **PRESCRIBER #5** actively sought to identify ways in which to increase Global's earnings based on **PRESCRIBER #5**'s prescription writing. For instance, on November 24, 2015, **PRESCRIBER #5** sent an email (described in further detail in the section addressing automatic refills), suggesting telling patients that the products had an expiration date in order to justify multiple refills.

Also, on April 13, 2015, **PRESCRIBER #5** sent an email to **MANAGEMENT PERSON #1**, blind copying defendant **MCCUNE**, stating in part “Can you update me please on insurers that currently pay for creams and the patches. My big questions are medicare and private insurances. . . . [W]e are opening a new location in July, and expect a great deal more business at that time. Also could you please update me on the refills of my patients so I can follow up with them as to why they aren’t refilling.”

Similarly, on September 16, 2015, defendant **MCCUNE** also sent an email to **MANAGEMENT PERSON #1**, stating in part:

So in 90 days [**PRESCRIBER #5**] will be out on [**PRESCRIBER #5’s**] own. . . . My plan for [**PRESCRIBER #5’s**] current patients is to “treat” all the BCBS patients we can within this time frame from TPS. If something should come up with TPS not being able to get these filled let me know ASAP - we don’t want [**PRESCRIBER #5**] to have any red flags with [**PRESCRIBER #5’s**] current employer. Like patients calling and making noise. So when [**PRESCRIBER #5**] officially leaves we will start with all new patients of [the new clinic]. . . . So needless to say I don’t think we will have any issues with volume.

Defendant **MCCUNE** knew that Global was continuing to pay her based on **PRESCRIBER #5’s** prescriptions, including for patients with government insurance plans. Her monthly commission reports, which listed prescriptions (including refills) on which her commission was to be calculated:

- Listed **PRESCRIBER #5** as the primary – sometimes the sole – prescriber for the prescriptions (“Rxs”) on which her commission was calculated;



- Listed “Global” as the sales representative for all prescriptions written by **PRESCRIBER #5**;
- Calculated her commission payment based on all prescriptions including those listing the designated sales representative as “Global”;
- Calculated her commission, including by specifying the exact percentage, at the rate set out in **MANAGEMENT PERSON # 1**’s October 1, 2014 email: \$0-\$99,999 = 7%; \$100,000-\$199,999 = 10%; \$200,000-infinity = 12% – and not the 3-8% set out in her National Field Trainer employment agreement;
- Listed patients, including patients with government and private insurance plans; and
- Listed defendant **MCCUNE**, her dependents, **PRESCRIBER #5** and **MANAGEMENT PERSON #3** as individuals to whom prescriptions were written.

Defendant **MCCUNE** received these commission reports directly at least as of April 15, 2015, when **MANAGEMENT PERSON #1** sent an email to defendant **MCCUNE**, copying **MANAGEMENT PERSON #2**, and attaching her March 2015 report. Defendant **MCCUNE**’s commission reports reflected the following information:

<b>Date Sent</b>	<b>Commission Report (dates covered)</b>	<b>PRESCRIBER #5 Rxs Out of Total Rxs</b>	<b>Profit</b>	<b>Commission Amount</b>	<b>Rate</b>
Mar. 23, 2015	<b>Feb. 2015</b> (1/21/15 to 2/20/15)	215 out of 215	\$110,376.32	\$11,037.70	10% (specified)
Apr. 15, 2015	<b>March 2015</b> (2/23/15 to 3/20/15)	196 out of 205	\$119,285.42	\$11,929	10% (specified)
May 21, 2015	<b>April 2015</b> (3/23/15 to 4/20/15)	224 out of 234	\$326,152.69	\$39,138	12% (specified)
June 22, 2015	<b>May 2015</b> (4/21/15 to 5/20/15)	179 out of 179	\$152,296.21	\$18,275	12% (specified)
July 28,	<b>June 2015</b>	134 out of 134	\$63,926.53	\$4,418	7%

2015	(5/21/15 to 6/20/15)				(specified)
Aug. 26, 2015	<b>July 2015</b> (6/22/15 to 7/20/15)	122 out of 122	\$75,347.72	\$5,134.29	7%
Nov. 19, 2015	<b>October 2015</b> (10/5/15 to 10/29/15)	105 out of 105	\$86,000.57	\$6,020	7%

As reflected in the above chart (column three), **PRESCRIBER #5** was responsible for the overwhelming number of prescriptions for which defendant **MCCUNE** received commissions.

## *2. Directed Scripts*

**MANAGEMENT PERSON #1, 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, not to meet patients' legitimate medical needs, but rather, to obtain commission payments and to maximize Global and its affiliate pharmacies' profits. Some of the high reimbursing prescription drugs included:

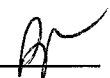
- Compounded scar removal creams, including Global's Scar Removal Cream #7 (also at times listed as Scar Removal Cream #8), advertised as treating "new scars and old scars."
- Silapak, also referred to as PharmaPak, a product Global's marketing flyer described as a "topical Skin Repair Complex . . . 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."
- 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.”

- 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.
- 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.”
- Pain sprays including Camphomex and Mentholix.
- 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.”

Accordingly, defendant **MCCUNE** and other Global employees obtained and sent to Global fraudulent prescriptions for these and other high-reimbursing drugs. For instance, on July 12, 2015, **MANAGEMENT PERSON #3** sent an email to Global employees including defendant **MCCUNE**, stating “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.” In response, and notwithstanding

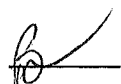


that Global's own marketing materials stated that "Silapak is not indicated for . . . children," on or about the dates below, defendant **MCCUNE** sent or caused to be sent to Global prescriptions issued under **PRESCRIBER #5**'s signature for Silapak with the number of refills listed below, for the individuals listed below, as follows:

<b>Date Dispensed</b>	<b>"Patient"</b>	<b>Number of Refills</b>
July 13, 2015	Defendant <b>MCCUNE</b>	12
July 13, 2015	<b>MANAGEMENT PERSON #3</b>	12
July 17, 2015	<b>PRESCRIBER #5</b>	12
July 17, 2015	Defendant <b>MCCUNE</b> Dependent #1 (born 2009)	12
July 20, 2015	Defendant <b>MCCUNE</b> Dependent #2 (born 2010)	3
July 20, 2015	Defendant <b>MCCUNE</b> Dependent #3 (born 2011)	5

In response to **MANAGEMENT PERSON #3**'s instructions, starting in July 2015, defendant **MCCUNE** sent and caused to be sent prescriptions issued under **PRESCRIBER #5**'s signature for a number of products, including Silapak, Medi-Derm Rx, Ortho D, and Lidocin, to defendant **MCCUNE**, her dependent family members, **PRESCRIBER #5**, and **MANAGEMENT PERSON #3**. Some of these prescriptions, including those for **MANAGEMENT PERSON #3**, were issued under **PRESCRIBER #5**'s signature without **PRESCRIBER #5** seeing, talking to or having a doctor-patient relationship with those individuals. Defendant **MCCUNE** profited from all of these prescriptions.

Defendant **MCCUNE** began obtaining Global's products almost immediately



upon enrolling in Global's BCBSAL insurance. She enrolled on October 1, 2014, and on October 17, 2014, **PRESCRIBER #5** issued prescriptions for Global's Topical Pain Cream #3 (with Ketamine) and Scar Removal Cream #7 with 12 refills each.

### 3. *Quantity splitting*

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. In this manner, patients, including defendant **MCCUNE** received frequent shipments (sometimes every four days) of prescription drugs.

For instance, Global shipped, billed PBMs, and was paid by PBMs for one prescription of Global's Scar Removal Cream #7, Rx 6219382, including 12 refills, written by **PRESCRIBER #5** for defendant **MCCUNE** as set out below:

<b>Date Dispensed</b>	<b>Amount Paid</b>	<b>Amount Billed</b>
10/17/2014	\$440	\$5,414.85
10/21/2014	\$440	\$5,414.88
10/25/2014	\$440	\$5,414.88
10/29/2014	\$440	\$5,204.88
11/3/2014	\$440	\$5,519.88
11/7/2014	\$237.84	\$1,580.87
11/11/2014	\$440	\$5,519.88
11/11/2014	\$440	\$5,519.88

11/17/2014	\$440	\$1,919.84
11/21/2014	\$440	\$5,519.85
11/25/2014	\$440	\$5,519.88
12/1/2014	\$440	\$5,519.88

Global refilled and shipped with similar frequency other prescriptions issued by **PRESCRIBER #5** to defendant **MCCUNE**.

#### *4. Automatic Refills*

To maximize profits, Global automatically refilled patient prescriptions, including those of Global employees and their family members, regardless of whether patients needed or requested refills. Defendant **MCCUNE** was aware of this practice, including that it resulted in patients receiving drugs they did not need. For instance, on November 24, 2014, **PRESCRIBER #5** sent an email to **MANAGEMENT PERSON #1**, **MANAGEMENT PERSON #2**, and defendant **MCCUNE**, stating in part:

My issue has been refills. Most patients are being overwhelmed with the refills and I have to convince them that even though the creams work to keep getting the refills as they have a lot left over. Many want to have them stopped as they have a bunch left over. Obviously you don't want this to happen. So I have a couple of thoughts. I[']ve been telling patients to apply a lot of cream at a time to go through it. I[']d like to tell patients there is an expiration on the creams but I'm not sure there is. If there is I can tell them to get rid of the old supply when the new supply comes in.

**PRESCRIBER #5** then suggested that Global hire and pay a relative of defendant **MCCUNE's** to assist with patient follow-up.

### 5. *Co-Pays Waived*

Insurance providers require pharmacies to collect co-pays, typically a fixed amount, from patients, in part so that the patient has “skin in the game,” and declines medically unnecessary or otherwise fraudulent prescriptions. However, to incentivize patients, including employees and their family members to obtain or retain Global’s prescription drugs, including those that were automatically refilled, Global would regularly waive patients’ co-pays. It did so in a variety of ways, including: (1) telling patients they did not have to pay co-pays; (2) telling patients that Global would cover whatever portion of patients’ co-pays that they could not pay; (3) paying a portion of patients’ co-pays; (4) 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 (5) informing patients that Global would never send them to a collection service if they failed to pay their co-pays. 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.

As with other Global employees, Global waived the co-pays for defendant **MCCUNE** and her dependent’s prescriptions. For the time period September 8, 2014 through July 6, 2016, Global waived co-pays totaling over \$13,800.00 for defendant **MCCUNE**, her three dependents and **PRESCRIBER #5** for the

approximately 437 prescription shipments (initial fill and refills) Global and its affiliate pharmacies shipped to them, for a total paid amount of approximately \$261,145.

In furtherance of the conspiracy, **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. Starting in or about September 2015 after Global learned that it would lose Prime coverage, Global sent prescriptions issued under **PRESCRIBER #5's** signature (for Prime patients) to TPS to be filled and shipped to patients and billed to Prime.

Prescriptions on which defendant **MCCUNE** was paid commissions were shipped to patients by Global and its affiliate pharmacies via USPS and UPS. For instance, on July 20, 2015, Global mailed and caused to be mailed by UPS a shipment of the July 20, 2015 prescription for Silapak to her three-year old dependent. The Silapak was mailed from Global's Haleyville Alabama location to Destin, Florida.

Global, TPS, and others received payments from Prime and other PBMs for prescriptions, including those under **PRESCRIBER #5's** signature. These payments were sometimes made through PSAOs. For instance, on 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 and CVS/Caremark. Also, on 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 and CVS/Caremark.

Between September 8, 2014, and July 6, 2016, Global and its affiliates paid defendant **MCCUNE**, most often through interstate wire transfers consisting of her base salary and commission payments, for prescriptions including those written by **PRESCRIBER #5**, into her bank account \*2627 at BB&T Bank. For instance, on April 17, 2015, defendant **MCCUNE** received a wire transfer of approximately \$8,773.78, into her BB&T Bank account number \*2627, which represented her commission payment, minus taxes and certain expenses, from Global for her March 2015 commission report. On May 22, 2015, defendant **MCCUNE** received a wire transfer of approximately \$28,760.00, into her BB&T Bank account number \*2627, which represented her commission payment, minus taxes and certain expenses, from Global for her April 2015 Commission Report. On October 30, 2015, defendant **MCCUNE** received a wire transfer of approximately \$8,332.99, into her BB&T Bank account number \*2627, which represented her commission payment, minus taxes and certain expenses, from Global for her September 2015 Commission

Report.

As a result of defendant **MCCUNE**'s actions, Global, TPS and others submitted payment claims of \$6,784,990.66 to PBMs, including Prime, CVS/Caremark, and ESI, and were paid \$2,939,812.50 by those entities including through PSAOs. Out of the \$2,939,812.50 Global and its affiliates received as payment, approximately \$1,599,728.81 was paid by TRICARE and approximately \$72,857.31 was paid by Medicare.

During her time employed by Global (September 2014 to July 2016), Global paid defendant **MCCUNE** over \$400,000, which included her base annual salary and commission payments.

### ***G. The Health Care Fraud Counts***

Defendant **MCCUNE** also committed health care fraud as set out in Counts Two through Six of the Information. From on or about September 8, 2014 until on or about July 6, 2016, defendant **MCCUNE** knowingly and willfully executed and attempted 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. The

purpose of the scheme was for defendant **MCCUNE** and others to unlawfully enrich themselves through the submission of false and fraudulent claims to BCBSAL, Prime, and others. The scheme and artifice is described in the section above describing the conspiracy.

On or about the dates listed below, defendant **MCCUNE**, for the purpose of executing the above-described health care fraud scheme and attempting to do so, caused Global to bill for, and ship the prescription drugs, and thereby caused the prescriptions to be filled and shipped:

<b>Count</b>	<b>Drug</b>	<b>BCBSAL/Prime Beneficiary</b>	<b>Approximate Date Billed</b>	<b>Amount Billed</b>	<b>Amount Paid</b>
2	Silapak	Defendant <b>MCCUNE</b>	July 13, 2015	\$5,184.23	\$4,403.45
3	Silapak	<b>PRESCRIBER #5</b>	July 17, 2015	\$5,184.23	\$4,403.45
4	Silapak	Defendant <b>MCCUNE</b> Dependent #1 (born 2009)	July 17, 2015	\$5,184.23	\$4,403.45
5	Silapak	Defendant <b>MCCUNE</b> Dependent #2 (born 2010)	July 20, 2015	\$5,184.23	\$4,403.45
6	Silapak	Defendant <b>MCCUNE</b> Dependent #3 (born 2011)	July 20, 2015	\$5,184.23	\$4,403.45

#### ***H. The Section 1957 Counts***

Defendant **MCCUNE** also engaged in monetary transactions in property derived from specified unlawful activity as set out in Counts Seven through Eight of the Information. Specifically, on the dates listed in the chart below, aided and abetted by others known and unknown to the United States, defendant **MCCUNE**



knowingly engaged and attempted to engage in a monetary transaction set forth below for each Count by, through, and to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, that is a wire transfer more specifically identified below for each Count, knowing that said property had been derived from specified unlawful activities, which occurred in the Northern District of Alabama, that is, conspiracy, wire fraud, mail fraud, healthcare fraud and violations of the anti-kickback statute.

<b>Count</b>	<b>Date</b>	<b>Transaction</b>	<b>From</b>	<b>To</b>
7	April 27, 2015	Wire transfer of \$44,800	defendant <b>MCCUNE's</b> BB&T Bank account *2627	<b>PRESCRIBER #5</b> and defendant <b>MCCUNE's</b> Regions Bank account *3361
8	July 24, 2015	Wire transfer of \$15,000	defendant <b>MCCUNE's</b> BB&T Bank account *2627	<b>PRESCRIBER #5</b> and defendant <b>MCCUNE's</b> Regions Bank account *3361

In 2015, Prime paid Global and TPS over \$13 million. In 2015, for the claims on which Global and TPS were paid (*i.e.*, not including reversals or rejections), Global and TPS billed Prime a combined total of over \$43 million. The parties stipulate that for purposes of calculating defendant **MCCUNE's** sentencing guidelines, the attributable amount of loss to defendant **MCCUNE** for the above-detailed offense conduct is between \$3,500,000 and \$9,500,000.

The acts described above occurred within Winston County in the Northern District of Alabama, and elsewhere. Venue is appropriate in the Northern District



of Alabama.

The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the defendant's sentence. The defendant further acknowledges that these facts do not constitute all of the evidence of each and every act that the defendant and/or any co-conspirators may have committed.

  
BRIDGET MCCUNE

**III. COOPERATION BY THE DEFENDANT**

The defendant agrees to waive the Fifth Amendment privilege against self-incrimination and to provide **TRUTHFUL AND COMPLETE INFORMATION** to the government concerning all aspects of the charged crimes, including, but not limited to, the defendant's role and participation in the offenses, as well as the roles and the participation of all other persons involved in these crimes of whom the defendant has knowledge. The defendant agrees to testify against all of those individuals at any time requested by the government, including at any Grand Jury proceeding, forfeiture proceeding, bond hearing, pretrial hearing, trial, retrial, or post-trial hearing. **ALL SUCH INFORMATION AND TESTIMONY SHALL BE TRUTHFUL AND**

Defendant's Initials BM

**HONEST AND WITH NO KNOWING MATERIAL FALSE STATEMENTS OR OMISSIONS. The defendant waives any witness fees to which she otherwise may be entitled if she is subpoenaed to testify against any of her co-defendants or co-conspirators.**

**Further, the defendant agrees to provide assistance and cooperation to the government as defined and directed by the Federal Bureau of Investigations, or any other investigative agency or body as the United States Attorney for the Northern District of Alabama may authorize, which cooperation may include the defendant's periodic submission to a polygraph examination to determine the truthfulness and accuracy of the defendant's statements and information.**

#### **IV. MOTION PURSUANT TO USSG § 5K1.1**

**In the event the defendant provides assistance that rises to the level of "substantial assistance," as that term is used in USSG § 5K1.1, the government agrees to file a motion requesting a downward departure in the calculation of the defendant's advisory guideline sentence. Should any of the counts of conviction subject the defendant to a mandatory minimum sentence, the government may also seek a sentence reduction below said mandatory minimum sentence, by including in its motion a recommendation pursuant to**



**the provisions of 18 U.S.C. § 3553(e). The defendant agrees that the determination of whether defendant's conduct rises to the level of "substantial assistance" and/or whether defendant's conduct merits consideration under 18 U.S.C. § 3553(e) lies solely in the discretion of the United States Attorney's Office. Furthermore, the defendant agrees that the decision as to the degree or extent of the downward departure requested, if any, also lies in the sole discretion of the United States Attorney's Office.**

**Any motion pursuant to Section 5K1.1 and/or 18 U.S.C. § 3553(e) will be filed before the defendant's sentencing hearing and will outline all material assistance which the defendant has provided. The defendant clearly understands and acknowledges that, because the defendant's plea is being offered in accordance with Rule 11(c)(1)(B), Fed.R.Crim.P., the Court will not be bound by the government's recommendation and may choose not to reduce the sentence at all.**

#### **V. RECOMMENDED SENTENCE**

Subject to the limitations in Section X regarding subsequent conduct and pursuant to Rule 11(c)(1)(B), Fed. R. Crim. P., the government will recommend the following disposition:

- a. That the defendant be awarded an appropriate reduction in offense level for acceptance of responsibility;

- b. That the defendant be remanded to the custody of the Bureau of Prisons and incarcerated for a term consistent with the low end of the advisory United States Sentencing Guideline range as that is determined by the court on the date that the sentence is pronounced;
- c. That following the said term of imprisonment, the defendant be placed on supervised release for a period to be determined by the court, subject to the standard conditions of supervised release as set forth in U.S.S.G § 5D1.3, and any special condition(s) ordered by the Court;
- d. That the defendant be required to pay a fine in accordance with the sentencing guidelines, said amount due and owing as of the date sentence is pronounced, with any outstanding balance to be paid in full by the expiration of the term of supervised release;
- e. That the defendant pay a special assessment fee of \$100 per count, said amount due and owing as of the date sentence is pronounced.

**VI. WAIVER OF RIGHT TO APPEAL AND POST-CONVICTION RELIEF**

**In consideration of the recommended disposition of this case, I, BRIDGET MCCUNE, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the court might impose. Further, I waive and give up the right**



**to challenge my conviction and/or sentence, any fines, restitution, forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255.**

**The defendant reserves the right to contest in an appeal or post-conviction proceeding the following:**

- a. Any sentence imposed in excess of the applicable statutory maximum sentence(s);**
- b. Any sentence imposed in excess of the guideline sentencing range determined by the Court at the time sentence is imposed; and**
- c. Ineffective assistance of counsel.**

The defendant acknowledges that before giving up these rights, the defendant discussed the Federal Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the Government retains its right to appeal where authorized by statute.



I, **BRIDGET MCCUNE** hereby place my signature on the line directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.

  
\_\_\_\_\_  
**BRIDGET MCCUNE**

**VII. UNITED STATES SENTENCING GUIDELINES**

Defendant's counsel has explained to the defendant, that in light of the United States Supreme Court's decision in United States v. Booker, the federal sentencing guidelines are **advisory** in nature. Sentencing is in the Court's discretion and is no longer required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the Court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

**VIII. AGREEMENT NOT BINDING ON COURT**

The defendant fully and completely understands and agrees that it is the Court's duty to impose sentence upon the defendant and that any sentence recommended by the government is **NOT BINDING UPON THE COURT**, and that the Court is not required to accept the government's recommendation. Further, the defendant understands that if the Court does not accept the government's

recommendation, the defendant does not have the right to withdraw the guilty plea.

#### **IX. VOIDING OF AGREEMENT**

The defendant understands that should the defendant move the Court to accept the defendant's plea of guilty in accordance with, or pursuant to, the provisions of North Carolina v. Alford, 400 U.S. 25 (1970), or tender a plea of nolo contendere to the charges, this agreement will become NULL and VOID. In that event, the Government will not be bound by any of the terms, conditions, or recommendations, express or implied, which are contained herein.

#### **X. SUBSEQUENT CONDUCT**

**The defendant understands that should the defendant violate any condition of pretrial release or violate any federal, state, or local law, or should the defendant say or do something that is inconsistent with acceptance of responsibility, the United States will no longer be bound by its obligation to make the recommendations set forth in Section V of the Agreement, but instead, may make any recommendation deemed appropriate by the United States Attorney in her sole discretion.**

#### **XI. OTHER DISTRICTS AND JURISDICTIONS**

The defendant understands and agrees that this agreement **DOES NOT BIND** any other United States Attorney in any other district, or any other state or local authority.

## **XII. COLLECTION OF FINANCIAL OBLIGATION**

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The defendant also will promptly submit a completed financial statement to the United States Attorney's Office, in a form that it provides and as it directs. The defendant also agrees that the defendant's financial statement and disclosures will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

## **XIII. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION**

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the relevant conduct contained in the factual basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the crimes listed in the factual basis are part of the same acts, scheme, and course of conduct.

This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors which may constitute or relate to relevant conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any.

#### **XIV. TAX, FORFEITURE AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS**

Unless otherwise specified herein, the defendant understands and acknowledges that this agreement does not apply to or in any way limit any pending or prospective proceedings related to defendant's **tax liabilities**, if any, or to any pending or prospective **forfeiture** or other **civil** or **administrative** proceedings.

Defendant recognizes that pleading guilty may have consequences with respect to her immigration status if she is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offenses to which defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and defendant understands that no one, including her attorney or the district court, can predict to a certainty the effect of her conviction on her immigration status. Defendant nevertheless affirms that she wants to plead guilty regardless of any immigration consequences that her plea may

entail, even if the consequence is her automatic removal from the United States.

**FORFEITURE**

Defendant **BRIDGET MCCUNE** agrees to consent to the entry of a final forfeiture judgment against her, pursuant to Fed. R. Crim. P. 32.2(b)(1), in the amount of \$401,627.55, which represents proceeds of the offenses alleged in **COUNT ONE** of the Information and to which she is indicating her desire to plead guilty by way of this written Plea Agreement. For purposes of entering said order of forfeiture, the defendant acknowledges that a nexus exists between said amount and the criminal offenses to which the defendant is pleading guilty. The defendant further acknowledges that the Government is authorized under law to seek the forfeiture of any and all assets of the defendant as substitute assets for the purpose of satisfying the forfeiture judgment until same is satisfied in full.

The defendant agrees to waive any Double Jeopardy challenges that she may have to the entry of a Forfeiture Order before sentencing. The defendant agrees to waive any claims, defenses or challenges arising under the Excessive Fines Clause of the Eighth Amendment resulting from the forfeiture imposed as a result of this Information and/or any pending or completed administrative or civil forfeiture actions based upon the course of conduct that provides the factual basis for the forfeiture.

The defendant hereby waives the requirements of Fed. R. Crim. P. 43(a) with

respect to the imposition of any forfeiture sanction carried out in accordance with this Plea Agreement, and further agrees to not contest or challenge in any manner (including direct appeal, *habeas corpus*, or any other means) such forfeitures on any grounds, including that the forfeiture constitutes double jeopardy, or an excessive fine or punishment.

#### Non-Abatement of Criminal Forfeiture

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive her, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon the defendant's heirs, successors, and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full. To the extent that forfeiture pursuant to this agreement requires the defendant to disgorge wrongfully obtained criminal proceeds for the benefit of the defendant's victims, the defendant agrees that the forfeiture is primarily remedial in nature.

#### **XV. DEFENDANT'S UNDERSTANDING**

I have read and understand the provisions of this agreement consisting of **42 pages**. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that

by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence in my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

**NO OTHER PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE, NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO INDUCE ME TO PLEAD GUILTY.**

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

---

I understand that this Plea Agreement will take effect and will be binding as to the Parties **only** after all necessary signatures have been affixed hereto.

I have personally and voluntarily placed my initials on every page of this Agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this Agreement, both individually and as a total binding agreement.

7-12-2017  
DATE

Bridget McCune  
**BRIDGET MCCUNE**  
Defendant



**XVI. COUNSEL'S ACKNOWLEDGMENT**

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me that my client understands this Agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with my best judgment. I concur in the entry of the plea on the terms and conditions set forth herein.

7/13/17  
DATE

HUBB  
HUBE DODD  
Defendant's Counsel

**XVII. GOVERNMENT'S ACKNOWLEDGEMENT**

I have reviewed this matter and this Agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

ROBERT O. POSEY  
Acting United States Attorney

7/13/2017  
DATE

Chinelo DiKé for Chinelo DiKé-Minor  
CHINELO DIKÉ-MINOR  
Assistant United States Attorney