

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 19-  
 :  
 v. : 18 U.S.C. §§ 1349, 1503  
 :  
 MARK BRUNO : INFORMATION  
 :

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

**COUNT 1**

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

1. At all times relevant to this Information:
  - a. Defendant MARK BRUNO was a resident of New Jersey.
  - b. Golden Dome Medical LLC was a New Jersey Limited Liability Company founded by defendant MARK BRUNO.
  - c. 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).
  - d. Pharmacy Benefits Administrator provided pharmacy benefit management services for SHBP and SEHBP beneficiaries pursuant to a contract with the State of New Jersey. Pharmacy Benefits Administrator also provided pharmacy benefit management services for beneficiaries of other insurance plans. Pharmacy Benefits Administrator adjudicated claims for

reimbursement from pharmacies and paid pharmacies for valid claims. Pharmacy Benefits Administrator then billed the State of New Jersey based on the amount paid to the pharmacies for claims on behalf of SHBP and SEHBP beneficiaries. Pharmacy Benefits Administrator was a “health care benefit program” that affected commerce as defined in 18 U.S.C. § 24(b).

e. Compounding Pharmacy was an out-of-state pharmacy that prepared compounded medications. Compounding Pharmacy received prescriptions for compounded medications via fax from medical practices in New Jersey. Compounding Pharmacy would fill the prescription by preparing the compounded medication and mailing it to the individual. Compounding Pharmacy would bill Pharmacy Benefits Administrator for the prescription and receive payment from Pharmacy Benefits Administrator.

f. Company 1 marketed compounded prescription medications on behalf of Compounding Pharmacy and received a percentage of the amount that Compounding Pharmacy received for prescriptions originated by Company 1.

2. At all times relevant to this Information:

a. 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.

b. 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.

3. From in or about November 2015 through in or about January 2017, in Atlantic County, in the District of New Jersey, and elsewhere, defendant

MARK BRUNO

did knowingly and willfully conspire and agree with 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 MARK BRUNO and others to unlawfully enrich themselves by causing the submission of false and fraudulent insurance claims to Pharmacy Benefits Administrator for medically unnecessary compounded prescription medications and by receiving a percentage of the money paid for those compounded prescription medications.

**Manner and Means of the Conspiracy**

5. It was part of the conspiracy that defendant MARK BRUNO and others learned that the Pharmacy Benefits Administrator, for beneficiaries of the SHBP, the SEHBP, and certain other insurance plans, would reimburse thousands of dollars for one individual's one-month supply of certain prescription compounded medications, including compounded vitamin combinations and pain creams.

6. It was further part of the conspiracy that Company 1 agreed to pay defendant MARK BRUNO a percentage of the insurance reimbursement on Compounding Pharmacy prescriptions signed by doctors he introduced to Company 1.

7. It was further part of the conspiracy that defendant MARK BRUNO introduced Individual 1, a doctor, to a representative of Company 1, and Individual 1 agreed to write Compounding Pharmacy prescriptions for patients referred to him.

8. It was further part of the conspiracy that defendant MARK BRUNO and others gave money and other benefits to Individual 1 to reward Individual 1 for signing Compounding Pharmacy prescriptions.

9. It was further part of the conspiracy that defendant MARK BRUNO recruited individuals, including Individuals 2, 3, 4, and 5 and other individuals who had prescription drug benefits under the SHBP and SEHBP, and told them that he would pay them to see Individual 1 and obtain Compounding Pharmacy prescriptions signed by Individual 1.

10. It was further part of the conspiracy that individuals recruited by defendant MARK BRUNO, including Individuals 2, 3, 4, and 5, obtained Compounding Pharmacy prescriptions signed by Individual 1 in order to receive money and not because of any medical necessity for the prescribed medications, and defendant MARK BRUNO then paid money to those individuals.

11. It was further part of the conspiracy that defendant MARK BRUNO had Individual 1 sign Compounding Pharmacy prescriptions for himself and another individual without a medical examination or determination of the medical necessity for the medications.

12. It was further part of the conspiracy that Company 1 paid defendant MARK BRUNO, through payments to Golden Dome Medical LLC, a percentage of the amounts received by Company 1 for Compounding Pharmacy prescriptions signed by Individual 1.

13. It was further part of the conspiracy that defendant MARK BRUNO and others caused the payment of approximately \$524,935.25 in fraudulent claims for compounded medications.

14. It was further part of the conspiracy that defendant MARK BRUNO received approximately \$68,871.92 in gross proceeds for causing the submission of false and fraudulent claims for compounded medications.

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

## **COUNT 2**

### **(Corruptly Endeavoring to Obstruct Justice)**

15. Paragraphs 1 through 2 and 4 through 14 of Count 1 of this Information are hereby realleged and incorporated as though set forth in full herein.

16. In or about August 2018, an agent of the Federal Bureau of Investigation (“FBI”) served a federal grand jury subpoena on defendant MARK BRUNO seeking records of Golden Dome Medical LLC concerning Company 1, Individual 1, and Compounding Pharmacy.

17. In or about May 2019, Individual 2 and Individual 3 each received subpoenas to testify before the United States grand jury sitting in Camden, New Jersey.

18. In or about May 2019, Individual 2 and Individual 3 told defendant MARK BRUNO that they had been subpoenaed to testify before the grand jury.

19. Defendant MARK BRUNO advised Individual 2 and Individual 3 to give false testimony to the grand jury and to falsely state that they had not been paid by defendant MARK BRUNO for receiving compounded medications.

20. In or about May 2019, an FBI agent contacted Individual 4 and Individual 5 seeking information about their receipt of prescription compounded medications.

21. In or about May 2019, Individual 4 and Individual 5 spoke to defendant MARK BRUNO about the contact from the FBI agent.

22. Defendant MARK BRUNO advised Individual 4 and Individual 5 to falsely state to the FBI that they had not been paid by defendant MARK BRUNO for receiving compounded medications.

23. From in or about May 2019 through in or about June 2019, in Atlantic County, in the District of New Jersey, and elsewhere, defendant

MARK BRUNO

did corruptly endeavor to influence, obstruct, and impede the due administration of justice.

In violation of Title 18, United States Code, Section 1503.

## FORFEITURE ALLEGATION

1. As a result of committing the offense alleged in Count 1 of this Information, defendant MARK BRUNO 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 \$68,871.92, representing all property constituting or derived from proceeds traceable to the commission of the offense alleged in Count 1 to which he is pleading 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.

  
CRAIG CARPENITO  
United States Attorney