

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

CASE NO. 3:17-cr-149-J-32MCR
18 U.S.C. § 1347

v.

DINO AJLONI

INFORMATION

The Acting United States Attorney charges:

GENERAL ALLEGATIONS

At all relevant times to this Information:

The TRICARE Program

1. TRICARE was a triple option healthcare entitlement plan established by Congress and funded through Federal appropriations, and allocated as part of the National Defense Authorizations Act. Eligible beneficiaries include all seven branches of the uniformed services: Army, Air Force, Navy, Marine Corps, National Oceanic Atmospheric Administration, Coast Guard, and the commissioned corps of the Public Health Service.

2. TRICARE benefits were authorized by Congressional legislation incorporated in Chapter 55 of Title 10, United States Code, and administered by the secretary of Defense in Title 32, Code of Federal Regulations, part 199 (32 CFR 199).

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JACKSONVILLE DISTRICT

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3. TRICARE was a “health care benefit program,” as defined by Title 18, United States Code, Section 24(b), and it was a healthcare program that affected interstate commerce.

TRICARE Reimbursement for Compounded Drugs

4. Among other things, TRICARE covers a variety of services, including prescription medications. TRICARE only covers services that are deemed to be reasonable and “medically necessary.” Prior to paying for any prescription medications, TRICARE requires the existence of a bona fide patient-physician relationship.

5. During the relevant time period, TRICARE paid for compounded cream medications. These medications involved compounding different ingredients to create topical creams.

6. These creams were purportedly used to treat a variety of ailments. At all relevant times, TRICARE required that these medications only be submitted when medically necessary and when accompanied by a prescription from a physician.

7. TRICARE required that all beneficiaries pay a co-pay for prescription drugs. These co-pays reflect a small portion of the cost of the drug. This co-pay requirement is important because it required that a patient be

partially financially responsible for their own medication and actually need the medication being dispensed.

Dino Ajloni

8. DINO AJLONI, a resident of St. Augustine, Florida, was the owner and operator of Wellness Pharmacy, a compound pharmacy based in St. Augustine, Florida that served TRICARE clients.

COUNT ONE

9. Paragraphs 1-8 of the General Allegations section of this Information are realleged and incorporated by reference as though fully set forth herein.

10. Beginning in or about December 2014, and continuing through in or about May 2015, in the Middle District of Florida, and elsewhere,

DINO AJLONI,

the defendant herein, did knowingly and willfully execute and attempt to execute, a scheme and artifice to defraud TRICARE, a health care benefit program, and to obtain, by means of false and fraudulent pretenses, representations, and promises, any of the money and property owned by, and under the custody and control of, TRICARE, in connection with the delivery of and payment for health care benefits, items, and services.

Purpose of the Scheme and Artifice

11. It was the purpose of the scheme and artifice for the defendant to unlawfully enrich himself by, among other thing, submitting unnecessary prescriptions to the TRICARE program.

Manner and Means of the Scheme and Artifice

The manner and means by which the defendant sought to accomplish the purpose of the scheme and artifice included, among other things, the following:

12. Beginning in or about late 2014, DINO AJLONI created Wellness Pharmacy. He was the owner and operator of the pharmacy. In this role, he was responsible for marketing prescriptions, recruiting physicians to write and fill prescriptions at Wellness Pharmacy, introducing patients to Wellness Pharmacy and other jobs. AJLONI effectively ran Wellness Pharmacy without reporting to anyone else.

13. AJLONI relied on marketers, including V.S., to help recruit patients to get prescriptions filled at Wellness Pharmacy. V.S. brought his family to become “patients” of Wellness Pharmacy.

14. In so doing, AJLONI filled numerous prescriptions for V.S. and his family. Wellness Pharmacy received nearly \$200,000 in government reimbursement for these prescriptions. In return for this work and other referrals, V.S. was given nearly \$50,000.

15. AJLONI also offered patients access to “anything in the store” if the patients agreed to receive compound prescription drugs. At other times, AJLONI offered gift baskets, with chocolate, deodorant, nuts, and other accessories for those patients that accepted compounded prescription. AJLONI offered these inducements in an effort to further get healthcare business.

16. AJLONI also recruited a physician’s office to participate in the compound pharmacy business. On a marketing visit to a medical practice, AJLONI met A.C., an employee who worked as a Medical Assistant.

17. AJLONI provided A.C. with lunches, concert tickets, and other gifts in an effort to obtain healthcare business.

18. AJLONI routinely faxed prescriptions to A.C. for A.C. to complete and receive a physician’s signature. AJLONI provided all of the necessary patient demographic information; A.C. simply had to receive a physician’s signature. A.C. received a physician’s signature by simply including these prescriptions within a stack of other documents that the physician agreed to sign.

19. In 2016, during the course of responding to a TRICARE audit of Wellness Pharmacy, AJLONI and others made a variety of false and misleading statements. Among other things, AJLONI falsely noted that patients paid co-

pays, were not offered anything of value to receive prescriptions, and that Wellness Pharmacy called the doctor prior to dispensing the prescriptions.

20. Subsequent to this audit, AJLONI and others created a series of documents purportedly from a physician in which the physician purportedly attested to the validity of the prescriptions.

Act in Execution of the Scheme and Artifice

21. On or about January 27, 2015, in Saint Augustine, in the Middle District of Florida,

DINO AJLONI,

the defendant herein, in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute the above-described scheme and artifice to defraud a health care benefit program affecting commerce, that is TRICARE, 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 said health care program, by submitting a claim for patient V.S. in the amount of \$ 4,431.48 to TRICARE for a compounded prescription and attesting to compliance with all applicable laws, when, in truth and in fact, as DINO AJLONI then and there well knew that this claim was not submitted in compliance with all applicable laws, including the prohibitions in the Anti-Kickback Statute.

All in violation of 18 U.S.C. § 1347.

FORFEITURE

The allegations contained in Count One are incorporated by reference for the purpose of alleging forfeiture pursuant to 18 U.S.C. § 982(a)(7).

1. Upon conviction of the violation of 18 U.S.C. § 1347, the defendant, DINO AJLONI, shall forfeit to the United States, pursuant to 18 U.S.C. § 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 offense.

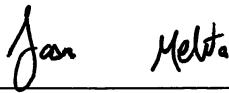
2. The property to be forfeited includes \$1,916,206.97, which represents the proceeds the defendant received from the offense.

3. If any of the property described above, 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 to forfeiture of substitute property under the provisions of 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1).

W. STEPHEN MULDROW
Acting United States Attorney

By: 

JASON P. MEHTA
Assistant United States Attorney

By: 

FRANK TALBOT
Assistant United States Attorney
Chief, Jacksonville Division