

Affidavit in Support of Arrest Warrant

Before me, _____ a Judge of the Eleventh Judicial Circuit of Florida, appeared your Affiant Jack Calvar, Law Enforcement Investigator II, Medicaid Fraud Control Unit, Office of the Attorney General, Department of Legal Affairs, State of Florida, who first being duly sworn, deposes and states as follows:

I have been employed as an investigator with the Medicaid Fraud Control Unit, since March 2001. Previously, I was employed as a police investigator with the City of Miami Police Department for over 19 years. During my tenure as a police officer, I personally conducted, supervised and coordinated criminal investigations, including homicides, robberies, burglaries, frauds and thefts.

The Agency for Health Care Administration,(hereinafter referred as AHCA), is the State of Florida agency that oversees the Medicaid Program to provide medical services for indigent recipients. Medicaid Program Integrity, (hereinafter referred as MPI), is an investigative unit within the AHCA that monitors the Medicaid program for suspicious activities and overpayments.

Affiliated Computer Systems, (hereinafter referred to as ACS), is the fiscal agent for the State of Florida that administers funds to Medicaid Providers.

The Medicaid Fraud Control Unit, (hereinafter referred to as MFCU), exists to conduct criminal investigations of Medicaid Fraud that occurs in the State of Florida. The MFCU is under the authority and supervised by the Office of the Attorney General.

The Department of Health/Medical Quality Assurance, (hereinafter referred to as DOH/MQA) is an agency within the state of Florida that exists to inspect and investigate cases relating to the Board of Pharmacy, to include; inspections of pharmacy compliance, licensing and

the opening and closure of pharmacies within the State of Florida.

On July 26, 2004, Your Affiant was notified by AHCA/MPI investigator Adolfo Garcia of Yamilee Villecilla, the previous owner of V&M Pharmacy, who had contacted AHCA to alert them of the possibility of fraud being perpetrated by the new owners of V&M Pharmacy on the Medicaid Program. According to Mr. Garcia, V&M Pharmacy was sold by Ms. Villecilla on July 2, 2004. Since the sale, Ms. Villecilla has learned that the pharmacy has billed the Medicaid Program over \$200,000.00, within ten (10) days after the sale. According to Mr. Garcia, that amount is more than an entire year of billing by V&M Pharmacy. On July 14, 2004, less than two weeks after the sale, V&M Pharmacy billed the Medicaid program \$235,043.33, and was paid \$199,906.92, for medication allegedly dispensed from July 6, 2004, through July 9, 2004, using Ms. Villecillo's provider number. Upon learning this, Ms. Villecillo immediately contacted Medicaid and alerted them that the pharmacy had been sold and her provider number was being used by the new owners in violation of Florida Statutes. Mr. Garcia advised that on July 21, 2004, V&M Pharmacy billed the Medicaid Program an additional \$270,725.21, using Ms. Villecillo's provider number, however, AHCA was able to intercept two checks for payment of \$235,408.47, and \$96,535.46 to V&M Pharmacy. In total, V&M Pharmacy & Discount billed the Medicaid Program, \$636,498.76, and was paid, or about to be paid, \$531,850.85, after Mario Secada purchased the pharmacy from Ms. Villecilla.

On July 30, 2004, I interviewed Ms. Yamileee Villecillo. Ms. Villecillo stated she had been trying to sell her pharmacy for some time and placed ads in local newspapers and trade publications. She had several prospective buyers come by the pharmacy inquiring price. The selling price for the pharmacy was \$250,000. A few days prior to June 25, 2004, she received a visit from a person

known to her as Steve Sevilla. Mr. Sevilla inquired about the pharmacy and her asking price. She quoted Mr. Sevilla the sale price of \$250,000. He asked her if the pharmacy had any problems with Medicaid or Medicare. Ms. Villecillo told him the pharmacy had no problems she was aware of with either program. Mr. Sevilla told her he would find a buyer for the pharmacy for a fee of \$35,000. However, he told her not to tell any prospective buyer regarding his fee. Three days later, On June 25, 2004, Mr. Sevilla came to the pharmacy with several men. One of the men was a person she would know only as "Ozzie". Ms. Villecilla described "Ozzie" as a Cuban male approximately 45 to 52 years of age. The other 2 men were described as a young Cuban male approximately 30 to 32 years of age, and a tall Cuban male approximately 50 years of age. She did not remember the names of either of these two other men, Mario Secada, the person she eventually sold the pharmacy to, was not with the group of men. They spoke regarding the asking price of the pharmacy for several minutes inside the pharmacy. The men went outside and spoke with each other. "Ozzie" came back into the pharmacy and told her he would buy the pharmacy. He told her he would pay her \$20,000 in a cashier's check and \$230,000 in cash. "Ozzie" asked her if she had an attorney to draft the sales agreement. She told him she did. Later that day, Ms. Villecilla left on a trip to Nicaragua to return on the afternoon of Monday, June 28, 2004.

On Wednesday, June 30, 2003, Steve Sevilla called her inquiring if she had already contacted an attorney to draft the sales contract. Thinking the sale would fall through, Ms. Villecilla never called the attorney, however she now knew the men were serious about purchasing the pharmacy and told Steve she would set up a meeting with the attorney after she hung up with him. She called Metsch & Metsch PA and spoke with a female named Ashley. Ms. Villecilla made an appointment

for the sale of her pharmacy, however, she found it strange that no one at Metsch & Metsch appeared interested in how much the sale was to be for. She tried on several occasions during her conversation with Ashley to tell her how much the sale would be for, Ms. Villecilla was told they would discuss the particulars on Friday, July 2, 2004, when she came in to sign the sales contract. Ms. Villecilla called Steve Sevilla and told him the sale would be finalized at Metsch & Metsch on Friday, July 2, 2004, at 4:00 PM. It was during this conversation with Mr. Sevilla, Ms. Villecilla learned that the buyer would be a man named Mario Secada. Up to that time, Ms. Villecilla had not met Mr. Secada personally. On Friday, July 2, 2004, at approximately 10:00 AM, Steve Sevilla, "Ozzie" and Mario Secada came to the pharmacy. This was the first time she had met Mario Secada. They wanted to verify that the sale was to take place as scheduled. "Ozzie" told her he would be back with the cash. A short time later, "Ozzie" returned to the pharmacy with a manilla envelope containing \$230,000 in cash. The money was in bound stacks of \$10,000 in one hundred dollar bills. She placed \$200,000 in a drawer at the pharmacy and took \$35,000 to pay Steve Sevilla. Prior to the appointment time, "Ozzie", Mario Secada and she drove to Metsch & Metsch in their own vehicles. Upon arrival at Metsch & Metsch, they waited in the reception area until they were asked to enter. Soon after arriving they were escorted to a conference room. Present in the conference room was Ms. Villecilla, Mario Secada, "Ozzie", Ben Metsch and Ashley. Ashley exited and came back with the sales contract. All the parties signed the contract and she received a cashier's check in the amount of \$20,000. It wasn't until she got home that she realized the contract showed the sale price as \$20,000. The contract was signed with very little conversation and Ms. Villecilla does not remember Mario Secada saying a single word during the signing. After the

contract was signed, Ben Metsch asked, “Who’s going to pay me?” Ms. Villecilla stayed quiet and “Ozzie” told him, “We will pay your fee.” He gave Ben Metsch \$2,000. The sale of the pharmacy took a little over 20 minutes. Immediately after the sale, Ms. Villecilla met Steve Sevilla at the Burger King parking lot located on NW 20 St and 13 Ave. She gave him the \$35,000 for finding the buyer. She has never seen Steve Sevilla since. She then drove to the pharmacy and collected the \$200,000 and some personal effects and drove home.

On Tuesday, July 6, 2004, Ms. Villecilla met Paul Berman, Rph, in the parking lot of V&M Pharmacy. Mr. Berman had been her pharmacist since 1997. She told Mr. Berman about the sale of the pharmacy and they talked while waiting for the new owners to open the pharmacy. “Ozzie” opened the pharmacy and she learned that they had not been able to secure the services of a pharmacist. “Ozzie” asked Paul Berman to stay and work. Ms. Villecilla also stayed and worked as usual. “Ozzie” told Mr. Berman he wanted to keep him on as the pharmacist. “Ozzie” approached Ms. Villecilla and told her she had no reason to come by the pharmacy again. He had their own team that had worked other pharmacies they owned. “Ozzie” told her she should take a vacation now that she could afford it. She left the pharmacy at around noon.

Later that same week, Ms. Villecilla came to the pharmacy to pick up mail and a check she knew would be coming from Medicaid. “Ozzie” met her at the door and acted as if he did not want her to go in the back of the pharmacy. Ms. Villecilla saw that Paul Berman was in the dispensing area of the pharmacy. Ms. Villecilla called Metsch’s office approximately 4 or 5 days later asking Ashley if buyers had brought the necessary papers for the Medicaid application. Ashley told her they were having problems contacting the new owners and asked her to try and get in touch with them.

Ms. Villecilla called “Ozzie” and told him the attorney wanted to talk to him about the Medicaid provider application. Ms. Villecilla called Ashley and asked her to set up an appointment as quick as possible to discuss the Medicaid issue with Mr. Metsch. Ashley told her she would talk to Mr. Metsch and get back to her soon. She never heard from her again. Ms. Villecilla, upon not hearing from Ashley, went to Metsch’s office in person almost every day. After several unsuccessful attempts to meet with Metsch, a female employee named Christina told her it was the buyer’s responsibility to provide the information for the Medicaid provider application. Christina looked upset that Ms. Villecilla was constantly going to the office to inquire about the provider number. Ms. Villecilla told her the pharmacy was using the provider number which was under her name and demanded to see Metsch to straighten out this whole mess. She finally got an appointment to see Metsch for the following day at 3:00 PM.

She arrived at the appointment with her friend, Raul Falcon, and waited approximately 45 minutes. Metsch tried to contact the buyers of the pharmacy with no success. Mr. Metsch told her he would continue trying to contact the buyers. All that was needed to apply for the new provider number was the fingerprint cards. A few days later, Christina called her and told her they had been successful in contacting the owner of the pharmacy. Christina told her the owner, Mario Secada, wanted to return the pharmacy. Ms. Villecilla received no reasons as to why they wanted to return the pharmacy and she became alarmed, specially of the Medicaid provider number. She discussed her concerns with her children who suggested she contact Medicaid and cancel the provider number. Ms. Villecilla called an attorney who advise her to call Metsch and have him write a letter to Medicaid. Finally, on the 10th day after the sale, she remembered the automated Medicaid line and

called. Ms. Villecilla learned the pharmacy had received a payment from Medicaid of \$199,000. She immediately called Medicaid and was informed that an additional \$235,000, was waiting to be released. Ms. Villecilla asked Medicaid to do a stop payment and explained everything that was transpiring. Later that day, Christina, from Metsch's office called her to remind her of the appointment on the coming Monday to return the pharmacy. Approximately 3 days later, she received a call from Mario Secada. He told her they were at the attorney's office waiting for her to come and sign the papers to return the pharmacy. Mr. Villecilla asked him, "What have you done at the pharmacy?" Mr. Secada sounded irrate and told her nothing was going on at the pharmacy and insisted she come to Metsch's office to sign the paperwork for the return of V&M Pharmacy. Ms. Villecilla, by that time, had secured the services of an attorney, and provided Mr. Secada with his name and telephone number. She informed Mr. Secada any additional contact should be done through her attorney. Mr. Secada did not sound very happy with this news. Mr. Nameroff, Ms. Villecilla's attorney, confirmed that Ms. Villecilla had been paid \$200,000 cash and he would be filing all appropriate CTR's for her. Ms. Villecilla would be cooperating with any future prosecution of the individuals involved with this fraud.

Your Affiant showed Ms. Villecilla a photo album containing approximately 120 photographs. Ms. Villecilla identified photograph #38 as Mario Secada, the person who purchased V&M Pharmacy from her on July 2, 2004. Photograph #38 is a Florida Driver's license photograph of Mario Secada.

Your Affiant obtained a list of all patients serviced by V&M Pharmacy after the sale date of July 2, 2004. It became apparent that nine (9) doctors prescribed the overwhelming majority of

prescriptions alleged to have been dispensed by V&M Pharmacy. The nine doctors were; Dr. Armando Garcia, Dr. Gerardo Perez, Dr. Hector Rodriguez, Dr. Gladys Perez, Dr. Francisco Pages, Dr. Fernando Mendez-Villamil, Dr. Jose Hernandez-Gala, Dr. Cesar Valdesuso, Dr. Rosendo Valdes and Dr. Angel Vidal. These nine doctors prescribed medication alleged to have been dispensed by V&M Pharmacy to patients in 34 cities outside Miami-Dade County, as far north as Jacksonville, Florida. Medicaid was billed \$221,161.26 for the out of county patients by V&M Pharmacy.

On February 11, 2005, at 1:20 P.M., your Affiant attempted to contact Dr. Gladys Perez at 1951 NW 17 Ave., Miami, FL. Between June 22, 2004 through July 20, 2004, V&M Pharmacy billed the Medicaid Program \$41,702.81, and was paid \$35,676.48, for patients allegedly prescribed medication by Dr. Perez. I was advised at the clinic Dr. Perez was no longer working there and was living in Punta Gorda, Florida. State of Florida Dept. Of Health records show Dr. Gladys Perez' address as 517 Tamiami Trail, Punta Gorda, Florida 33950.

On February 11, 2005, at 2:10 PM, your Affiant contacted Dr. Armando Garcia, at his practice located at 475 Biltmore Way, Suite 205, Coral Gables, Florida. Dr. Garcia was questioned regarding three (3) patients alleged to have been serviced by V&M Pharmacy and prescribed medication by Dr. Garcia. After reviewing the three patients, Dr. Garcia stated none of the three patients were his. Dr. Garcia had his office manager verify their records and confirmed none of the three Medicaid Recipients were his patients. Dr. Garcia also stated his practice is mainly cardiology and he has no HIV/AIDS patients and does not prescribe the drugs billed by V&M Pharmacy. In addition, Dr. Garcia rarely, if ever, prescribe anti-depressant or anti-psychotic medication like Geodon, Risperdal or Zyprexa. Dr. Garcia provided me with a signed statement on his practice's

letterhead to reflect the above information.

On February 16, 2005, at 10:30 AM, your Affiant interviewed Dr. Cesar J. Valdesuso at his office located at 232 SW 8 St., Miami, FL. Dr. Valdesuso was allowed to review the list of forty eight (48) patients and the medication alleged to have been prescribed, that V&M Pharmacy dispensed. Dr. Valdesuso explained he has been retired from actively practicing medicine for approximately two (2) years and currently is the medical director of a pharmaceutical wholesale and medical equipment company. He has not written prescriptions for some time. After reviewing the download and the medication prescribed, Dr. Valdesuso confirmed he has not prescribed any of the patients listed on the download. Most of the medication reflected on the download were for HIV/AIDS or medication to treat psychiatric disorders, which he would not have prescribed even when he was actively practicing medicine. Dr. Valdesuso was a pulmonologist and treated pulmonary disease exclusively. Dr. Valdesuso provided me with a written statement on his letterhead confirming he has never prescribed medication for the patients alleged to have been serviced by V&M Pharmacy. On July 14, 2004, July 21, 2004 and July 28, 2004, V&M Pharmacy billed a total of \$145,908.47, and was paid, or was about to be paid, \$126,818.58, for prescriptions claimed to be prescribed by Dr. Valdesuso.

On February 18, 2005, your Affiant contacted Dr. Francisco Pages's office manager at his medical office located at 1900 Coral Way, Suite 405, Miami, Florida. According to information provided by AHCA, V&M Pharmacy billed the Medicaid Program \$22,321.15, and was paid \$19,120.67, for medication allegedly dispensed for prescriptions from Dr. Pages for thirteen (13) patients claimed to have been serviced between July 6, 2005 through July 15, 2005. I requested Dr.

Pages review the patient list to verify if they were patients of his, and if he prescribed the medication listed for the patients. After reviewing the information provided by me of patients claimed to have been serviced by V&M Pharmacy, Dr. Pages stated none of the patients serviced by the pharmacy were treated by him, and he did not prescribe any of the medication alleged to have been dispensed by V&M Pharmacy. Dr. Pages provided me with a written statement on his letterhead confirming he has never prescribed medication for the patients claimed to have been serviced by V&M Pharmacy.

On February 22, 2005, at 1:00 PM, your Affiant interviewed Mr. Paul Berman at his home. Mr. Berman was the pharmacist for almost 9 years V&M Pharmacy when owned by Yamille Villecillo, and also for approximately one week after the pharmacy was sold to Mario Secada. The pharmacy was a community pharmacy servicing local patients in the area and all the billing for Medicaid was done at the pharmacy. In early July 2004, he was notified by Ms. Villecillo of the sale of V&M Pharmacy. According to Mr. Berman, he continued to work at the pharmacy at the request of the new administration for a week or so. Mr. Berman stated he can be specific on the dates he actually worked in July 2004, because on July 15, 2004, he left on a cruise with his wife and grandchildren, returning on July 23, 2004. The sale of the pharmacy occurred on July 2, 2004, and on Tuesday, July 6, 2004, he was advised by Ms. Villecillo of the sale. Between July 6, 2004, through July 14, 2004, Mr. Berman worked at the pharmacy and states there was very little traffic in the pharmacy. Most of the local patients had learned of the sale and were not coming to the pharmacy. In addition, Mr. Berman remembers the computers were down for a short time prior to him going on vacation hampering the filling of prescriptions. I asked Mr. Berman if it was possible

for the pharmacy to have dispensed \$199,000 worth of medication in the week he worked prior to going on vacation. According to Mr. Berman, it would have been impossible for the pharmacy to have dispensed or billed that amount of money. I showed Mr. Berman the medication allegedly dispensed by V&M Pharmacy. Mr. Berman stated in the time he was the pharmacist at V&M Pharmacy, he could not remember filling prescriptions for HIV medication. Mr. Berman did not recognize Epivir, Zerit Videx or Sustiva even being stocked at the pharmacy. Mr. Berman did say they stocked Zyprexa 15mg, however it was rarely dispensed if at all. As pharmacist, he was responsible for ordering the medication for the pharmacy. He has not ordered Epivir, Zerit, Videx or Sustiva while he was pharmacist at V&M Pharmacy.

Mr. Berman stated the new owners brought their own pharmacy technicians to work at the pharmacy. He described one technician as a pretty young Latina who spoke perfect English. He suspected she was born in the US, however could not be sure. The other pharmacy technician that would also work in the pharmacy area was also described as a young Latina. Mr. Berman could not remember the two women's names. One of the pharmacy technicians would at times open the pharmacy and he was never provided a key to the pharmacy. Mr. Berman remembers several males in their 30's who would frequent the pharmacy. What seemed odd to him was they all drove identical new black Mercedes Benz automobiles. He remembers one, "Ozzie" who was at the pharmacy more than the others and described "Ozzie" as Latino, approximately 5'-8" tall and in his mid-30's.

Mr. Berman advised "Ozzie" he would continue working at the pharmacy, however, he had booked a cruise some time prior to the sale, he was unable to get a refund and had been planning the

vacation with his family for some time. On July 14, 2004, he spoke to one of the men who appeared to be in charge of the pharmacy regarding his pay. According to Mr. Berman, the man, who he described as a tall, young, good looking Latino, took out a large wad of money and paid him for 2 weeks in cash. Mr. Berman told him he had only worked a week not two. The man told him the additional pay was for the week he would be on vacation and they wanted to honor his vacation time earned during Ms. Villecilla's tenure. Mr. Berman left thinking he would be back to work upon returning from the cruise.

Mr. Berman returned from the cruise on Friday, July 23, 2004. On Monday, July 26, 2004, he drove to the pharmacy and found it closed. Mr. Berman waited to see if anyone would open the pharmacy, and nobody came. He spoke to the neighbors who told him during his absence, one of the young pharmacy technicians opened the pharmacy for approximately one hour, then locked the doors and left. They had not seen anyone since. For the following 5 days, Mr. Berman came to the pharmacy and attempted to contact anyone there with no success. After the first week, Mr. Berman would call, however no one would answer the phone. The phone was in service, however he would get no response. Mr. Berman was worried because his pharmacy license was inside the pharmacy and he could get no one to open the pharmacy so he could retrieve the license. On October 5, 2004, he received a call from the Dept. of Health, asking him to come by their office to pick up his license which had been given to them by the owners of Guaranty Trading Corp.'s, Mr. Pedro Luis Perez, on October 4, 2004. Mr. Berman retrieved his license and was given a receipt from Elka Chaparro, an investigator with DOH/MQA. Mr. Berman has never heard from anyone at V&M Pharmacy since. Mr. Berman states at no time did he ever dispense of fill prescriptions amounting to the dollar figure

billed. As far as he knows, he was the only pharmacist prior to and after the sale.

On February 22, 2005, at 11:30 A.M., your Affiant spoke with Ms. Mirta Miranda. Ms. Miranda is the daughter and also the primary caregiver of XXXXXXXXXXX. Ms. Miranda states she transports her mother to all doctor's appointment and pharmacy pick-up. Ms. Miranda states she also obtains all her mother's medication at Walgreen's Pharmacy located at 9621 W. Broward Blvd., Plantation, Florida. XXXXXXXX's primary physician is Dr. Hernando Chong, who is also located in Plantation, Fl. XXXXXXXX rarely, if at all, visits doctors in the Miami-Dade County area. The last time her mother received any type of medical treatment in Miami-Dade County was at Kendall Regional Medical Center, in December 2004, for a mamogram. Ms. Miranda has never taken her mother to Dr. Armando Garcia in Coral Gables, Florida, and has never picked-up medication at, nor has she ever been to V&M Pharmacy. According to information provided by AHCA, V&M Pharmacy billed the Medicaid Program \$2,282.85, and was paid \$1,957.77, for medication allegedly dispensed to XXXXXXXX. Your Affiant verified the information given by Ms. Miranda on XXXXXXXX's pharmacy billing for 2004 and found, except for the prescriptions claimed by V&M Pharmacy, all of XXXXXXXX's prescriptions were filled at Walgreens #02663 in Plantation, FL, and prescribed by Dr. Hernando Chong.

On February 25, 2005, at approximately 11:00 A.M. Lieutenant Darrel R. Grabner, of the MFCU Ft. Myers office, interviewed Dr. Gladys Perez, M.D., at the Charlotte Regional Medical Center in Punta Gorda, Florida. Dr. Perez is associated with Vallacare Health Services, located at 517 Tamiami Trail, Punta Gorda, where she practices Internal Medicine. Lt. Grabner contacted the receptionist at Vallacare who advised Dr. Perez was at the hospital. The receptionist telephonically

contacted Dr. Perez who agreed to meet with Lt. Grabner at the hospital.

Lt. Grabner advised Dr. Perez the purpose of the interview was regarding an investigation being conducted by your Affiant regarding prescriptions submitted to Medicaid for payment with her listed as the prescribing physician. The pharmacy, V& M Pharmacy, billed over \$41,000 in a one month period between June and July of 2004, listing Dr. Perez as the prescribing physician. Dr. Perez stated that she left the Miami area in April 2004, and the only people she has written prescriptions to in Miami, since that time, were her parents, who are on Medicare and private insurance. She advised that she is not a Medicaid provider and does not see patients that are Medicaid recipients.

Dr. Perez stated that she used to be associated with the clinic located at 1951 NW 17 Ave., Miami, Florida, however, since April 2004 has had no association with that clinic. Lt. Grabner requested she review the list of nineteen (19) recipients, to determine if they may have been previous patients who may have had refills available at the pharmacy. Dr. Perez carefully reviewed the information and stated she did not recognize one person on the list. Lt. Grabner asked if it was possible she had pre-signed prescription pads at the 17th Avenue clinic someone could be using. She stated that she never pre-signed prescription pads and has been using the new style pad for about two years so they could not be duplicated.

Lt. Grabner continued the interview by asking Dr. Perez if she, any of her relatives, or close associates had any financial interest in V & M Pharmacy. Dr. Perez denied having any personal financial interest or knowing anyone who did. She appeared upset that someone was using her medical license number to defraud the Medicaid Program. The drugs billed for by V&M Pharmacy

consisted of Risperdal, Seroquel, Geodon and Zyprexa. Lt. Grabner asked Dr. Perez if she routinely prescribes these drugs in her normal practice of internal medicine and she advised that these are primarily used for the treatment of mental issues. She stated she does and has prescribed them before, however, they would be prescribed in coordination with a psychiatrist or other mental health professional. Dr. Perez provide a sworn taped statement to Lt. Grabner. According to information provided by AHCA, V&M Pharmacy billed the Medicaid Program \$41,702.81, and was paid \$35,676.48, for nineteen (19) patients claimed to have been prescribed by Dr. Gladys Perez and serviced by the pharmacy between July 6, 2005 and July 20, 2005.

On March 2, 2005, your Affiant interviewed Dr. Hector Rodriguez at his office located at 951 SW 42 Avenue, Suite 301, Miami, Florida. V&M Pharmacy billed the Medicaid Program \$70,277.23, and was paid \$60,572.13, for twenty seven (27) patients alleged to have been prescribed medication by Dr. Hernandez. Dr. Hernandez was shown a list of the patients claimed to have been serviced by V&M Pharmacy for prescriptions from him. Dr. Hernandez reviewed the patients and medication claimed to have been dispensed by V&M Pharmacy and confirmed that none of the patients on the list were his. In addition, Dr. Hernandez stated he is a hematologist and has not prescribed the anti-psychotic medication listed on the documentation I showed him. Dr. Hernandez provided your Affiant with a written statement that the patients serviced by V&M Pharmacy were not his and he did not prescribe the medication listed.

On March 4, 2005, your Affiant interviewed Dr. Gerardo M. Perez at his office located at 777 E. 25 Street, Suite 412, Hialeah, Florida. V&M Pharmacy billed the Medicaid Program \$144,378.61, and was about to be paid \$125,247.97, for medication claimed by the pharmacy to have been

prescribed by Dr. Perez between July 7, 2004 through July 20, 2004. Dr. Perez stated that the forty five (45) patients claimed to have been serviced by V&M Pharmacy were not patients of his. In fact, six (6) of the patients listed were Medicaid recipients living in Jacksonville, Belle Glades, Clewiston and Pahokee and Dr. Perez verified he has no patients in those cities. Most, if not all, the medication claimed to have been dispensed by V&M Pharmacy were anti-psychotic and HIV/AIDS medication. Dr. Perez is an ophthalmologist who does not prescribe those types of medication. Dr. Perez provided your Affiant with a written statement confirming he never prescribed medication to the patients claimed to have been serviced and billed by V&M Pharmacy.

On March 8, 2005, at 11:10 AM, I interviewed XXXXXXXXXX at his home. On July 14, 2004, V&M Pharmacy billed the Medicaid Program \$1,551.23, and was paid \$1,338.24, for medication claimed to have been dispensed to XXXXXXXXXX on July 6, 2004, and according to information received from Medicaid, the prescribing physician was Dr. Francisco Pages. Dr. Pages has already confirmed XXXXXXXXXX is not a patient of his and he has never prescribed medication to him. The following drugs were allegedly dispensed by V&M Pharmacy for XXXXXXXXXX; Risperdal 4mg Tablets, Seroquel 200mg Tablets, Geodon 60mg Capsules, and Zyprexa 10mg Tablets. According to XXXXXXXXXX, he has never been to, or heard of, V&M Pharmacy and has never been under the care of a psychiatrist. XXXXXXXXXX has never heard of Dr. Francisco Pages and has never heard of, or taken, any of the drugs claimed to have been dispensed by V&M Pharmacy. XXXXXXXXXX obtains his medication from a pharmacy located on NW 23 Ave & 7 St., and the only medication he is currently taking are Prevacol and Neurontin. XXXXXXXXXX showed me dispensing vials of the two medication he is currently taking, both were dispensed at VH

Pharmacy.

On March 8, 2005, at 11:35 AM, I interviewed XXXXXXXXX at her home. On 7/14/2004, V&M Pharmacy billed the Medicaid Program \$2,174.78, and was paid \$1,865.69, for medication allegedly dispensed to XXXXXXXXX on July 9, 2004, and billed to her Medicaid recipient number. According to information received from Medicaid, the prescribing physician for the medication dispensed by V&M Pharmacy was Dr. Francisco Pages. Dr. Pages has already confirmed that XXXXXXXXX is not one of his patients and he did not prescribe the medication V&M Pharmacy alleges to have dispensed. The following drugs were allegedly dispensed by V&M Pharmacy for XXXXXXXXXXXX;

Risperdal 4mg Tablets, Seroquel 200mg Tablets, Geodon 60mg capsules, and Zyprexa 15mg Tablets. According to XXXXXXXXX, she has never been to V&M Pharmacy and has never been under the care of a psychiatrist. XXXXXXXXX has never heard of Dr. Francisco Pages and has never heard of, or taken any of the drugs listed above. XXXXXXXXX obtains her medication at the Walgreens Pharmacy located in the Central Shopping Center, NW 37 Ave. & 7 St.

On March 10, 2005, Law Enforcement Investigator David Henderson of the MFCU Jacksonville office interviewed XXXXXXXXX, a resident of the City of Jacksonville, Florida. XXXXXXXXX advised Investigator Henderson she had not been to Miami and was definitely not in Miami in July 2004. She advised that she has never heard of Dr. Francisco Pages or V&M Pharmacy. XXXXXXXXX advised that she always gets her medications from local Jacksonville pharmacies and normally from the Walmart on Beach Blvd. She also stated that she had never heard of the medications that were listed on the Medicaid billing. XXXXXXXXX advised that she is not quite

sure of the name of the medication she takes, however stated that it was for high blood pressure. The Medicaid Pharmacy billing reflects that XXXXXXXX was provided with Risperdal 4 mg Tablet, Seroquel 200 mg Tablet, Geodan 60 mg Capsule and Zyprexa 15 mg Tablet. All of these medications were billed for the service date of July 7, 2004, and total \$2,174.78.

On March 10, 2005, Investigator Henderson interviewed XXXXXXXX a resident of the City of Jacksonville, Florida. XXXXXXXX advised that she has never been to Miami, Fl. and remembers that she was in Georgia for a period of time that included all of July 2004. She did not return to the State of Florida until August 18, 2004. XXXXXXXX advised that she has never heard of Dr. Rosendo Valdes De Posada and never heard of V&M Pharmacy. She further advised that she takes several medications, including flexeril, coumadin and trimadol, but has never even heard of the drugs listed on the Medicaid billing information. XXXXXXXX stated that she obtains all of her medications from local Jacksonville pharmacies including Save Rite and Winn-Dixie. The Medicaid billing information for the service date of July 7, 2004, indicates that XXXXXXXX was provided Risperdal 4 mg Tablet, Seroquel 200 mg Tablet, Geodan 60 mg Capsule and Zyprexa 15 mg Tablet, totaling \$2,174.78.

On March 10, 2005, Investigator Henderson interviewed XXXXXXXX, a resident of the City of Jacksonville, Florida. V&M Pharmacy billed the Medicaid Program \$1,613.74, and was paid \$1,367.82, for medication allegedly dispensed to XXXXXXXX. XXXXXXXX advised that he has never been to Miami, FL. and has never heard of V&M Pharmacy. He believes that Dr. Gerardo Perez may be the name of an associate at his doctor's office. XXXXXXXX is a patient of Dr. Catalla at 2160 Park St. in Jacksonville. XXXXXXXX advised that he also receives three of the four medications

listed on the billing information. He is provided with Zerit, Epiver and Videx. The fourth medication listed is Risperdal and XXXXXXXX is not aware of that medication. XXXXXXXX stated that he uses the pharmacy that is in the same building as Dr. Catalla's office, or on occasion, he uses Walgreens. The medications listed on the Medicaid billing by V&M Pharmacy for XXXXXXXX were; Risperdal 4 mg Tablet, Videx 250 mg Packet, Epivir 150 mg Tablet and Zerit 40 mg Capsule.

On March 14, 2005, Investigator Henderson interviewed XXXXXXXX. Upon his arrival, XXXXXXXX was unavailable, but he was able to interview XXXXXXXX's mother, Charlotte Perona, who has knowledge of XXXXXXXX's Medicaid prescriptions and medical information. The prescriptions listed on the Medicaid billing information for V&M Pharmacy on XXXXXXXX for the service date of July 13, 2004, were Combivir Tablet, Kaletra Softgel, Sustiva 200 mg Capsule, Videx 250 mg Packet, Reyataz 200 mg Capsule and Zerit 40 mg Capsule. The total billing by V&M Pharmacy was \$4,508.86. She advised that XXXXXXXX was in Miami for one day on March 17, 2004 for a wedding. Other than that, she has never been to Miami and definitely was not there on the service date of July 13, 2004. Ms Perona advised that her daughter currently receives prescriptions for Morphine for pain and a prescription for depression. Charlotte reviewed the prescriptions listed on the Medicaid billing information for XXXXXXXX on the service date of July 13, 2004, and advised that she has never heard of any of these medications and advised that her daughter does not take any of them. Charlotte advised that her daughter's doctor is not Cesar Valdesuso, although she could not recollect his name at the time of the interview. Charlotte advised that her daughter takes her prescriptions to the Walgreens Pharmacy on Normandy Rd. in Jacksonville and she has never heard of V&M Pharmacy.

On March 15, 2005, Investigator Henderson received a phone call from Cathy Hall who advised that she is the daughter of XXXXXXXX and can provide all of the Medicaid and prescription information for her mother. The medications reflected on the Medicaid billing information provided by AHCA on XXXXXXXX was 200 mg Combivir Tablet, Kaletra Softgel, Sustiva Capsule, Videx 250 mg Packet, Reyataz 200 mg Capsule and Zerit 40 mg Capsule. The total billing by V&M Pharmacy was \$4,508.86. Ms. Hall advised that her mother was not in Miami on July 12, 2004 and most likely has never been to Miami, FL. Ms. Hall advised that her mother has never seen Dr. Gerardo Perez and only sees Dr. Alex Polito, Dr. Jesus Polito and Dr. Shaw, who are in the Jacksonville area. XXXXXXXX is being treated for high blood pressure and diabetes and receives Coumadin as a blood thinner. She is not prescribed the medications reflected on the Medicaid billing information for the date of service, July 12, 2004. Ms. Hall also stated that her mother gets her prescriptions filled at Atkinson's Pharmacy and Albertson's Pharmacy on San Jose Blvd. in the Jacksonville area. Neither Cathy Hall nor her mother XXXXXXXX have heard of V&M Pharmacy.

On 3/17/2005, at 11:00 AM, your Affiant contacted Ms Christie Jackson, DOH/MQA, regarding records on the closing of V&M Pharmacy by their agency. I had received information from Elka Chaparro, that she had done an investigation on V&M Pharmacy after learning that the pharmacy had been left abandoned. According to a report dated August 31, 2004, written by Zulma Del Toro, she received several complaints from patients of the pharmacy complaining that V&M Pharmacy had closed down and they were unable to get their medication. A couple of days later, Paul Berman, the pharmacy manager of V&M Pharmacy contacted DOH/MQA stating he had left for a one week vacation a few weeks earlier, and when he returned to work at the pharmacy he found

it closed down with no information or contact. Mr. Berman was worried about his pharmacy license and certificate which was left inside the pharmacy prior to going on vacation. Mr. Berman identified the owner of the pharmacy as Mario Secada, who had purchased the pharmacy in the end of June or first of July 2004. On August 18, 2004, Ms. Del Toro went to V&M Pharmacy and found the location completely sealed off and a contact number for the property manager of the building listed. Ms. Del Toro spoke to Joel Artiles who confirmed the pharmacy was sold to Mario Secada of 5900 Collins Ave., Miami Beach, Florida, and a short time after the sale the pharmacy was abandoned. Mr. Artiles did not know if drugs were still inside the premises because the only key was still in the possession of Mr. Secada.

On September 1, 2004, Ms. Elka Chaparro attempted to contact Mr. Secada via mail and by personal visit with no success. V&M Pharmacy has failed to respond to correspondence from DOH/MQA. Ms. Chaparro conducted interviews with Joel Artelis, Pedro Luis Perez, property owner, and Paul Berman, RPH. Mr. Berman's statement to Ms. Chaparro was consistent with the statement he gave me on February 28, 2005.

Ms. Chaparro gained entry into V&M Pharmacy on October 4, 2004, and confiscated all the prescriptions and few pharmaceuticals left inside the pharmacy. Your Affiant was allowed to inspect the prescriptions to ascertain if they would be valuable in my investigation. After a thorough examination of the prescriptions, I observed there were no prescriptions on file after July 1, 2004. July 1, 2004, coincides with the date of the sale of V&M Pharmacy by Yamileee Villecilla.

On March 21, 2005, Investigator Henderson drove interviewed XXXXXXXXXX at her home in reference to the Medicaid billing information for the date of service July 15, 2004, by V&M

Pharmacy. The prescriptions listed on the Medicaid billing information provided by AHCA for XXXXXXXXX were Risperdal 4 mg Tablet, Seroquel 200 mg Tablet, Geodan 60 mg Capsule and Zyprexa 15 mg Tablet. The total billed to Medicaid by V&M Pharmacy for July 15, 2004, was \$2,174.78. XXXXXXXXX advised that she has never been in Miami, Florida and has never heard of V&M Pharmacy or Dr. Gladys Perez. Investigator Henderson asked XXXXXXXXX to review the list of medications billed to her Medicaid number for the date of service, July 15, 2004. She stated that she does not receive any of the listed medications and advised that she visits Dr. Vadim Madkis and only uses the Winn-Dixie Pharmacy, located at 5909 University Blvd. Jacksonville, FL.

On March 23, 2005, Investigator Henderson interviewed in reference to the Medicaid billing information provided by AHCA for V&M Pharmacy for the date of service, July 13, 2004. The medications billed by V&M Pharmacy on XXXXXXXXX's Medicaid recipient number for the date of service July 13, 2004 were Combivir Tablet 150-300 MG, Kaletra Softgel, Sustiva 200 MG Capsule, Videx 250 mg Packet, Reyataz 200 mg Capsule and Zerit 40 mg. The total billing by V&M Pharmacy for these medications, on XXXXXXXXX, for the date of service, July 13, 2004 was \$3689.26. XXXXXXXXX advised that she was not in Miami on July 13, 2005, and has never heard of Dr. Gerardo Perez or V&M Pharmacy. XXXXXXXXX advised that she is undergoing a lot of medical treatment and therapy and has her medications delivered to her home by Owens Pharmacy in Jacksonville. She reviewed the list of medications that were billed to her Medicaid number for the date of service July 13, 2004, and stated that she takes 19 different medications, but not one of the drugs listed. XXXXXXXXX stated that her primary doctor is Dr. Elage and practices in Jacksonville, Florida.

Based upon the foregoing, your Affiant has probable cause to believe and does believe that between July 2, 2004 and continuing through August 1, 2004, Mario Secada and others, knowingly, and unknowingly, did commit the criminal offenses of : **Organized Fraud**, 3nd degree, by engaging in a scheme to defraud and obtain property, to wit: \$636,498.76 in U.S. Funds and billed to the State of Florida, Medicaid Program, in violation of Florida Statute 817.064(4)(a)3 ; and **Grand Theft**, 1st Degree, by knowingly and feloniously obtaining or using or endeavoring to obtain U.S. Currency valued at \$636,498.76, being the property of the State of Florida, Agency for Health Care Administration and/or its fiscal agent, Affiliated Computer System, with the intent to either temporarily or permanently deprive the same of a right to the money in violation of Florida Statute 812.014(1)(2)(a) (1 count).

Sworn and subscribed on this _____ day of _____, 2005.

JACK CALVAR, AFFIANT