

I. NATURE OF ACTION

1. The United States brings this action to recover treble damages and civil penalties under the FCA to recover damages and other monetary relief under the common law or equitable theory of unjust enrichment.

2. The United States bases its claims on Defendant submitting and causing to be submitted false or fraudulent claims to federal health care programs in violation of 31 U.S.C. §§ 3729(a)(1)(A), 3729(a)(1)(B), and 3729(a)(1)(G).

3. Between January 1, 2012 to January 31, 2014, Defendants knowingly submitted, or caused to be submitted, thousands of false claims to TRICARE for reimbursement which resulted in millions of dollars of reimbursement that would not have been paid but for Defendant's misconduct.

II. JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345.

5. This Court may exercise personal jurisdiction over Defendants pursuant to 31 U.S.C. § 3732(a) and because Defendants reside and transact business in the Middle District of Florida. Defendant RS Compounding is a Florida limited liability company with a principal office located at 12617 Race Track Road, Tampa, Florida 33626, and at all relevant times described herein, Mr. Gobeia resided in or near Tampa, Florida.

6. Venue is proper in the Middle District of Florida under 31 U.S.C. § 3732 and 28 U.S.C. § 1391(b) and (c) because Defendants reside and transact business in this District.

III. THE PARTIES

Relator

7. Relator McKenzie Stepe is a former sales representative for RS Compounding, doing business as Zoe Scripts, in New Jersey, and is a resident of Weehawken, New Jersey. She has worked in the pharmaceutical sales industry for the past 10-15 years. In November 2011, Zoe Scripts hired Relator as a sales representative in a territory that included New Jersey and New York. She held her position with Zoe Scripts until she quit in February 2013.

Defendant Pharmacy

8. Defendant RS Compounding, LLC does business in various names, including Zoe Scripts and Westchase Compounding Pharmacy.

9. RS Compounding LLC operates its business from 12617 Race Track Road, Tampa, Florida 33626, according to its filing with the Florida Secretary of State.

Defendant Principals

10. Defendant Renier Gobeia co-founded RS Compounding (the “R” stands for Renier) with Dr. Stephen Caddick in 2004 (the “S” stands for Stephen). Mr. Gobeia is the current owner and director of RS Compounding. He resides in or near Tampa, Florida.

11. Hereinafter, Mr. Gobeia along with RS Compounding will collectively be referred to as “Defendants.”

TRICARE

12. TRICARE is a government healthcare program that provides coverage for approximately 9 million active duty military personnel and their families. Because of the

inherently risky nature of serving in the military, TRICARE provides generous medical coverage to those that serve in the military. Among other things, TRICARE provides coverage and reimburses for compound prescription medications. To help administer its health benefits, TRICARE contracts with private parties to assist in the payment of claims. For prescription drugs, including compounded drugs, TRICARE uses Express Scripts, Inc. as a contractor that reviews medical records and processes payment.

IV. GOVERNING LAWS AND REGULATIONS

A. The False Claims Act

13. Originally enacted in 1863, the False Claims Act (“FCA”) was substantially amended in 1986 by the False Claims Amendments Act. The 1986 amendments enhanced the Government’s ability to recover losses sustained as a result of fraud against the United States. Further clarifying amendments were adopted in May 2009 and March 2010.

14. The FCA imposes liability upon any person who “knowingly presents, or causes to be presented [to the Government] a false or fraudulent claim for payment or approval;” or “knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim;” or “knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government.” 31 U.S.C. § 3729(a)(1)(A), (B), (G).

15. Significantly, the FCA’s scienter requirement is either actual knowledge, deliberate ignorance, or reckless disregard of the truth or falsity of the information

submitted. 31 U.S.C. § 3729(b)(1). The statute further clarifies that “no proof of specific intent to defraud is required.” *Id.*

16. The FCA also broadly defines a “claim” as one that includes “any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that—(i) is presented to an officer, employee, or agent of the United States; or (ii) is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the Government’s behalf or to advance a Government program or interest, and if the United States Government—(i) provides or has provided any portion of the money or property requested or demanded; or (ii) will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded.” 31 U.S.C. § 3729(b)(2)(A).

17. The FCA empowers private persons having information regarding a false or fraudulent claim against the Government to bring an action on behalf of the Government and to share in any recovery.

18. The request of federal reimbursement for the provision of medical services that fails to meet the criteria set forth in federal statutes and regulations constitutes a violation of the FCA. In this action, RS Compounding knowingly and routinely charged artificially inflated prices for its creams and gels in violation of TRICARE guidelines and regulations.

B. The TRICARE Program

19. TRICARE, formerly known as CHAMPUS, is a managed health care program established by the Department of Defense. 10 U.S.C. §§ 1071-1110. TRICARE

provides health care benefits to eligible beneficiaries, which include, among others, active duty service members, retired service members, and their dependents.

20. The Department of Defense administers a TRICARE pharmacy benefits program that offers pharmacy services to eligible beneficiaries through direct care pharmacies located at Military Treatment Facilities and through the TRICARE retail and mail order pharmacy service contract(s).

21. Since before 2004 to the present, Express Scripts, Inc. has been the TRICARE retail and mail order pharmacy services contractor for all TRICARE beneficiaries located in the 50 States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands and Guam, except for beneficiaries enrolled in one particular plan which is not material to this action. Under the current contract, Express Scripts functions as a Pharmacy Benefit Manager to provide mail order pharmacy services and a retail pharmacy network and perform as a fiscal intermediary on behalf of the Department of Defense, processing and paying claims for all authorized pharmaceuticals and supplies dispensed to beneficiaries. The contract specifically provides that the contractor pays for TRICARE prescriptions with Government funds and that the Government acquires the covered drugs for the use of the Federal Government in support of the TRICARE contract. The contract between TRICARE and Express Scripts incorporates the TRICARE Reimbursement Manual.

22. RS Compounding is a member of the TRICARE pharmacy network through its affiliation with the Strategic Health Alliance, the Pharmacy Services

Administrative Organization that assists pharmacies like RS Compounding with negotiating representation with Express Scripts.

23. TRICARE limits the amount it will pay to “the lesser of the usual and customary price or the maximum allowable cost (MAC) . . .” TRICARE Reimbursement Manual 6010.58-M, 3.2.1 (Feb. 1, 2008), attached as Exhibit A.

24. With respect to the definition of “usual and customary” price, Express Scripts explicitly notes in its “Guidance, Policies, and Procedures” manual for pharmacies that the “usual and customary” price is the “retail price of a Covered Medication in a cash transaction at the Pharmacy dispensing the Covered Medication (in the quantity dispensed) on the date that it is dispensed, including any discounts or special promotions offered on such date.” Express Scripts, Inc., *Guidelines, Policies, and Procedures for Express Scripts, Inc. Network Pharmacies* 67 (2005), attached as Exhibit B.

25. With respect to the definition of the “maximum allowable cost,” the maximum allowable cost for compounded prescriptions was the “Average Wholesale Price” of the ingredients. The Average Wholesale Price is defined as “the average price at which wholesalers sell drugs to their customers, including physicians and pharmacies.” *In re Pharm. Indus. Average Wholesale Price Litig.*, 491 F.Supp.2d 20, 94 (D. Mass. 2007), *aff'd*, 582 F.3d 156 (1st Cir. 2009).

26. TRICARE’s regulations prohibit fraudulent and abusive billing relationships, which are “incidents and practices which may directly or indirectly cause financial loss to the Government.” 32 C.F.R. § 199.9(b). One of the types of abuse set forth in the regulation is “charging [TRICARE] beneficiaries rates for services and

supplies that are in excess of those charges routinely charged by the provider to the general public.” *Id.* § 199.9(b)(2).

27. Another example of billing abuse includes “[a] pattern of waiver of beneficiary (patient) cost-share or deductible.” *Id.* § 199.9(b)(2). TRICARE’s regulation prohibiting the waiver of co-payments limits unnecessary prescriptions and reduces billing fraud and abuse. The TRICARE Reimbursement Manual also states that TRICARE will only reimburse the “allowable cost . . . less the applicable beneficiary deductibles and cost-shares.” 6010.58-M, 3.2.1 (Feb. 1, 2008), attached as Exhibit A.

V. DEFENDANTS’ FRAUDULENT CONDUCT

28. Compound medications are specially formulated, personalized medications prepared by licensed pharmacists for individual patients for whom commercially manufactured medications are unavailable or unsuitable for one reason or another. Some of the reasons commercially manufactured medications may fail to serve the needs of an individual patient are as follows:

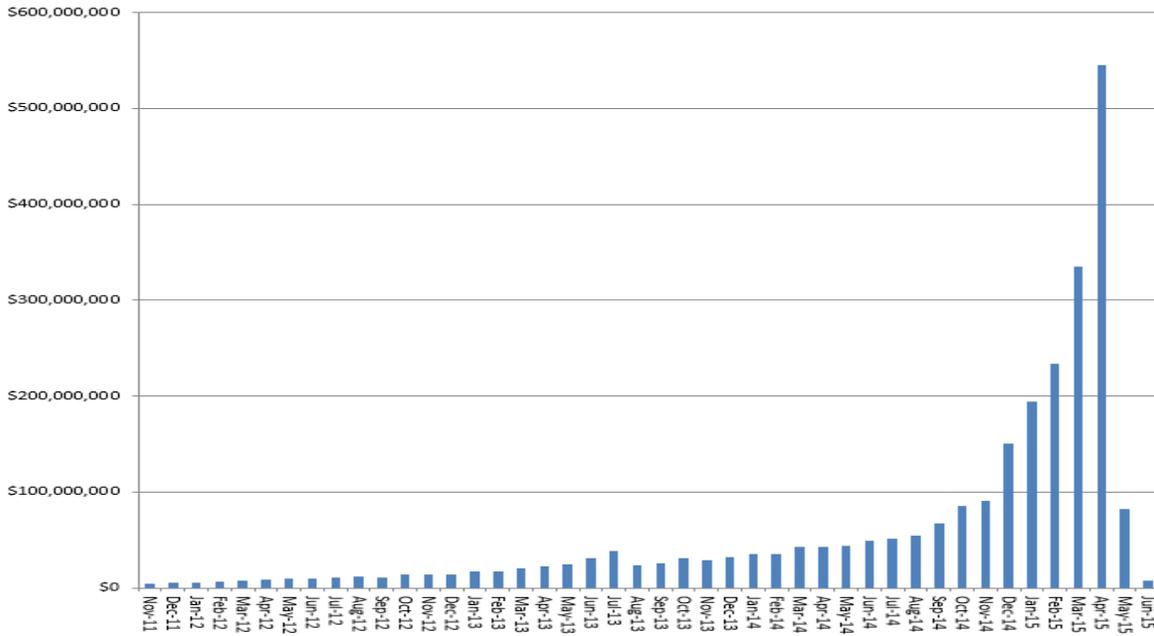
- a. The manufacturer has discontinued the medication, e.g., because there is not enough demand for the drug to be profitable, or the medication is difficult to find. In these situations, a compounding pharmacist can re-create the medication.
- b. A patient may be allergic to or intolerant of an ingredient commonly found in the commercially manufactured form of the medication. In these cases, the compounding pharmacist can create a personalized medication that does not contain the problematic ingredient, but which provides the needed treatment.
- c. A patient may need medication in a different dosage form. For example, if a patient has difficulty swallowing a pill, a compounding pharmacist can prepare the medication in liquid form.

29. Compounding differs from the prescription of standardized, manufactured drugs, among other things, in that it involves a relatively more intimate, interactive practitioner-patient-pharmacist relationship; a customized, patient-specific physician prescription order; and the preparation of a relatively small quantity and generally commercially unavailable medication for a specific patient, as opposed to pre-made preparations for non-specific patients.

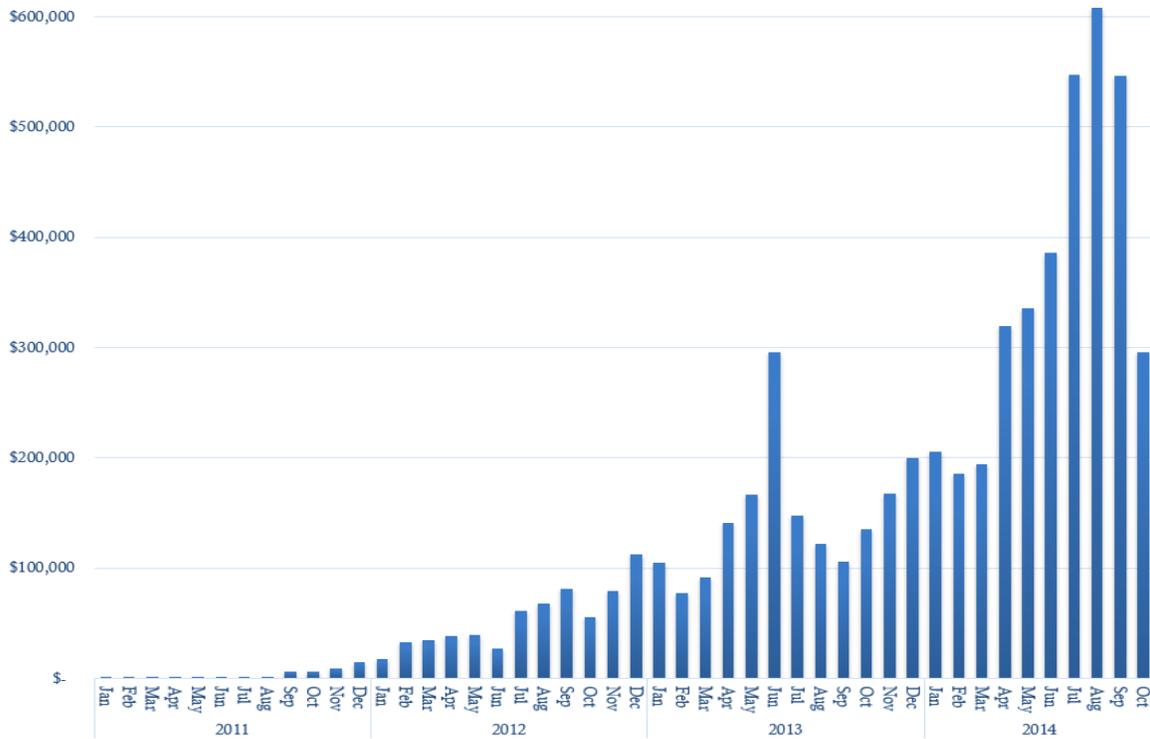
30. For these reasons, reimbursement rates for compounded prescriptions are relatively high.

31. Beginning on January 1, 2012, TRICARE implemented new pharmacy claim submission standards known as “D.0.” This program changed the methodology for reimbursement of compounded prescriptions—making these prescriptions more lucrative. Rather than solely pay for the most expensive active ingredient in compound (which TRICARE used to do), TRICARE began paying for *all* active ingredients in a compound.

32. Consequently, beginning in 2012 and because of the D.0 change, the number of prescriptions for compounded drugs nationwide increased dramatically and did not drop off until May 1, 2015 when TRICARE modified its reimbursement paradigms, as seen in the following graph.



33. Consistent with the nationwide trend, Defendants' compounded claims began increasing exponentially in 2012, as seen in the following graph.



34. In a break with the traditional use of compounded drugs, Defendants took advantage of the high reimbursement rates for compounded prescriptions by mass-producing these compounds and eliminating or sharply reducing the individualization of the compounds, as exemplified by Defendants' massive increase in pharmacy submissions from 2012 through 2014.

35. When RS Compounding purchased medications from wholesale medication companies, these wholesale companies reported to RS Compounding two prices: the Average Wholesale Price and the acquisition price. The acquisition price was the price RS Compounding actually paid for the medication.

36. The Average Wholesale Price was a higher amount than the acquisition price—often much higher—and was reported to nationally recognized pricing sources, and third party payors, including TRICARE, used the reported prices to set reimbursement rates.

37. RS Compounding used software called Compounder, created and/or sold by PK Software, in the pharmacy to track inventory and process prescriptions.

38. RS Compounding reported the Average Wholesale Cost in the Compounder software instead of its acquisition cost.

39. For each compounded prescription, rather than separately calculating or computing the Usual and Customary cost of the compound, the Compounder software had an "Equalizer" button that made the Usual and Customary cost of the compound equal to the Average Wholesale Price.

40. With few if any exceptions, RS Compounding used this Equalizer button to equalize the Average Wholesale Price and Usual and Customary costs.

41. For each compounded prescription, RS Compounding reported both an Average Wholesale Price and a Usual and Customary Price to TRICARE along with its request for reimbursement. With few if any exceptions, the Average Wholesale Price and the Usual and Customary cost were the same.

42. RS Compounding did not separately report to TRICARE the true Usual and Customary price; that is, the price paid by cash paying patients.

43. From January 1, 2012 until January 31, 2014, RS Compounding sold the exact same compounds to government payors and to cash payors for drastically different prices.

44. The prices offered to cash payors depended only on the amount of the compound: RS Compounding sold 120 mg for \$15.00, 240 mg for \$30.00, and 360 mg for \$45.00. These prices were offered from at least January 1, 2012 through 2015.

45. Effective February 1, 2014, RS Compounding altered its reimbursement scheme to offer no longer the same formulations to cash payors and TRICARE. RS Compounding altered its reimbursement scheme because RS Compounding was notified in late January 2014 that it was impermissible to offer a discount to cash payors without extending the same discount to government payors. Despite having knowledge of the unlawfulness of the discounts to cash payors without extending the same discount to government payors, RS Compounding made only prospective changes to its reimbursement scheme and failed to return its ill-gotten gains.

46. On or about January 27, 2014, Silas Raymond, RS Compounding's head pharmacist, was notified that RS Compounding could not provide the same formula to a cash pay patient at a discounted price that it was also submitting to insurance.

47. Silas Raymond then asked Megan Stead, a pharmacy technician and Manager of Customer Service, to draft a new policy for RS Compounding. Instead of extending the same discounts offered to cash paying customers to government payors like TRICARE, RS Compounding's new policy instead ceased offering the same compounds to cash and insured payors. The new policy was effective on February 1, 2014.

48. RS Compounding created a new formulation just for cash payors called FlexPLUS and offered cash payors the same low costs, and continued offering its "custom" formulations to insured patients at inflated rates.

49. Megan Stead communicated this new policy to staff on January 27, 2014, and sent the new policy via email to Silas Raymond and Mr. Gobeia.

50. The February 2014 policy change is indicative of RS Compounding's knowledge of the unlawfulness of its disparate pricing scheme.

51. Despite this knowledge, neither Mr. Gobeia nor RS Compounding made any attempt to refund the difference between the price paid by cash payors and the amount submitted for reimbursement to TRICARE.

52. From January 1, 2012 until January 31, 2014, the top dispensed drug for government patients was a compound formulation that included Ketamine, Gabapentin, Clonidine, Prilocaine, Baclofen, and Diclofenac Sodium. Below are the disparate prices charged to TRICARE and to cash payors:

Payor	Total Grams Dispensed	Total Price	Price/Gram
TRICARE	109,620	\$1,020,094.86	\$9.31
Cash Pay	354,395	\$150,897.99	\$0.43

53. In other words, RS Compounding charged TRICARE over 2,000% more for the exact same compound than it charged cash payors.

54. There was no difference between the above compound RS Compounding sold to cash payors at low rates and submitted for reimbursement to TRICARE for exorbitant amounts.

55. If TRICARE knew it was paying over 2,000% more than cash payors, it would not have paid such high reimbursements to RS Compounding.

56. The following are claims submitted to TRICARE for the Ketamine, Gabapentin, Clonidine, Prilocaine, Baclofen, and Diclofenac Sodium formulation during the period in which RS Compounding offered the exact compound to cash payors at drastically lower prices, which are sample false claims:

Date Dispensed	Patient Initials	Prescription Number	Quantity Dispensed	Cash Price	Claim Amount
7/5/2012	C.W.	000000181515	240 mg	\$30.00	\$1,514.69
12/26/2012	M.B.	000000192396	240 mg	\$30.00	\$2,925.68
4/22/2013	M.L.	000000198374	360 mg	\$45.00	\$4,389.50
9/24/2013	J.K.	000000200761	240 mg	\$30.00	\$1,000.00
1/24/2014	M.R.	000000207807	120 mg	\$15.00	\$983.00

57. The vast differences between the cash price and the price paid by TRICARE is not limited to a single formulation, but was endemic for all RS Compounding prescriptions from January 1, 2012 to January 31, 2014.

58. Mr. Gobeia knowingly participated in setting these prices and in causing the fraudulent claims to be submitted to TRICARE.

59. Another compound for which this discrepancy existed was a formulation containing Diclofenac, Baclofen, Dextromethorphan, Gabapentin, and Lidocaine, which was the second most common formulation that RS Compounding dispensed. Below are the disparate prices charged to the different payors:

Payor	Total Grams Dispensed	Total Price	Price/Gram
TRICARE	72,660	\$460,666.21	\$6.34
Cash Pay	489,955	\$136,764.84	\$0.28

60. In other words, the difference between what RS Compounding charged cash payors and TRICARE was over 2,100%.

61. There was no difference between the above compound RS Compounding sold to cash payors at low rates and submitted for reimbursement to TRICARE for exorbitant amounts.

62. If TRICARE knew it was paying over 2,100% more than cash payors, it would not have paid such high reimbursements to RS Compounding.

63. The following are claims submitted to TRICARE for the Diclofenac, Baclofen, Dextromethorphan, Gabapentin, and Lidocaine formulation during the period in which RS Compounding offered the exact compound to cash payors at drastically lower prices, which are sample false claims:

Date Dispensed	Patient Initials	Prescription Number	Quantity Dispensed	Cash Price	Claim Amount
8/15/2012	C.E.	000000184591	240 mg	\$30.00	\$990.00
1/9/2013	A.R.	000000193022	240 mg	\$30.00	\$1,853.52
5/28/2013	L.W.	000000200585	360 mg	\$45.00	\$2,786.46
9/3/2013	P.K.	000000207020	360 mg	\$45.00	\$2,643.04
1/10/2014	M.T.	000000205948	120 mg	\$15.00	\$917.62

64. RS Compounding—and Mr. Gobeia as the owner and sole shareholder—profited handsomely from this fraudulent scheme. Mr. Gobeia knowingly participated in setting these prices and in causing the fraudulent claims to be submitted to TRICARE.

65. Mr. Gobeia knowingly caused RS Compounding representatives to present the above false claims to TRICARE and make false records and statements material to such claims, by devising the fraudulent practices and instructing his employees to put them into effect.

66. Alternatively, Mr. Gobeia deliberately ignored or recklessly disregarded the falsity of the information RS Compounding submitted to TRICARE to get reimbursement for exorbitant amounts. Mr. Gobeia deliberately ignored or recklessly disregarded the fraudulent practices of his employees.

67. Federal law prohibits TRICARE from extending benefits and reimbursing claims for prescription drugs to pharmacies that unlawfully waive required program co-payments. 32 C.F.R. § 199.9(b)(2). The TRICARE Reimbursement Manual also states that TRICARE will only reimburse the “allowable cost . . . less the applicable beneficiary deductibles and cost-shares.” 6010.58-M, 3.2.1 (Feb. 1, 2008), attached as Exhibit A.

68. Despite these prohibitions, Defendants routinely waived co-payments. Defendants waived co-payments when a patient mentioned any kind of hardship or

finances generally, without an employee asking more questions or getting any kind of documentation from the patient. Defendants' conduct encouraged over-utilization and disincentivized patients from cancelling unsolicited standing orders for refills, thus maximizing RS Compounding's revenue and the number of false claims it submitted to TRICARE.

A. Renier Gobeas Extensive Personal Involvement

69. As the sole owner and shareholder of RS Compounding, Mr. Gobeas is extensively involved in the operation of the company, despite claiming only minimal involvement.

70. Mr. Gobeas controls RS Compounding bank account(s), and controls its cash flow. He is the only one authorized to decide whether RS Compounding stays in business or goes out of business.

71. Few details about Mr. Gobeas business were too small to merit his attention. For example, in March 2013 Mr. Gobeas confirmed that RS Compounding employees could spend \$250 to renew a pharmacy license.

72. In August 2014, he approved a minor time off request from an RS Compounding employee.

73. Mr. Gobeas hired and fired employees.

74. Mr. Gobeas requested that he see every audit response before it was submitted to Express Scripts.

75. In July 2014, RS Compounding's chief pharmacist, Silas Raymond, asked Mr. Gobeia's permission to use a different type of compound base that had a "significantly higher" Average Wholesale Price. Mr. Gobeia approved the change.

76. Mr. Gobeia became involved when legal and regulatory matters arose.

77. When a sales employee and the Relator relayed complaints about disparate pricing to Mr. Taylor (Vice President of Sales & Marketing), Mr. Taylor instructed them to not question the pricing practices because prices were set "at the top of the Company," directly implicating Mr. Gobeia.

78. Because of Mr. Gobeia's extensive involvement in RS Compounding's day-to-day operations, it is reasonably certain that his employees would not have perpetrated this fraud scheme unless he participated in it.

79. Mr. Gobeia knowingly participated in determining the disparate amounts charged for RS Compounding's products and, as such, the amounts for which Defendants submit claims to the Government.

80. Mr. Gobeia knowingly participated in falsely certifying the Usual and Customary price to TRICARE.

81. Megan Stead informed Mr. Gobeia of the policy change to no longer offer identical formulations to TRICARE and cash payors. Despite Mr. Gobeia's knowledge that RS Compounding's prior practices were unlawful, he made no effort to return the exorbitant amounts his company had charged TRICARE.

82. Beginning in 2013, Mr. Gobeia assigned himself a salary such that he was both RS Compounding's owner and its highest-paid employee. His salary was initially

\$20,000 per month in 2013, then he increased his personal salary to \$75,000 a month by the end of 2013, and then he finally increased his own salary to \$120,000 a month by the end of 2014.

83. In addition to the salary Mr. Gobeia drew, he also gave himself distributions whenever he pleased. There was no set schedule or procedure for shareholder distributions.

84. The salary and distributions Mr. Gobeia gave himself have significantly impaired RS Compounding's ability to repay RS Compounding's obligations under the False Claims Act.

VI. CLAIMS FOR RELIEF

FIRST CLAIM

(False Claims Act: Presentation of False Claims – 31 U.S.C. § 3729(a)(1)(A))

85. The United States repeats and re-alleges the allegations contained in paragraphs 1-50, 52-80, 82-84 of this complaint as if fully set forth herein.

86. As more particularly set forth in the foregoing paragraphs, by virtue of the acts alleged herein, Defendants have knowingly presented or caused to be presented false or fraudulent claims for payment or approval in violation of 31 U.S.C. § 3729(a)(1)(A).

87. As a result, the United States has suffered damages in the form of millions of dollars in unearned TRICARE payments made to Defendants.

SECOND CLAIM

**(False Claims Act: Making or Using a False Record or Statement
to Cause a Claim to be Paid – 31 U.S.C. § 3729(a)(1)(B))**

88. The United States repeats and re-alleges the allegations contained in paragraphs 1-50, 52-80, 82-84 of this complaint as if fully set forth herein.

89. As more particularly set forth in the foregoing paragraphs, by virtue of the acts alleged herein, Defendants have knowingly made, used, or caused to be made or used, false records or statements—*i.e.*, the false certifications of its Usual and Customary Price made or caused to be made by Defendants—material to false or fraudulent claims in violation of 31 U.S.C. § 3729(a)(1)(B).

90. As a result, the United States has suffered damages in the form of millions of dollars in unearned TRICARE payments made to Defendants.

THIRD CLAIM

(False Claims Act: Avoiding an Obligation to Refund– 31 U.S.C. § 3729(a)(1)(G))

91. The United States repeats and re-alleges the allegations contained in paragraphs 1-51, 57-84 of this complaint as if fully set forth herein.

92. As more particularly set forth in the foregoing paragraphs, by virtue of the acts alleged herein, Defendants have knowingly made, used, or caused to be made or used, false records or statements—*i.e.*, the false certifications made or caused to be made by Defendants—material to an obligation to pay or transmit money to the Government or knowingly concealed or knowingly and improperly avoided or decreased an obligation to pay or transmit money or property to the government.

93. As a result, the United States has suffered damages in the form of millions of dollars in unearned TRICARE payments made to Defendants.

FOURTH CLAIM
(Unjust Enrichment)

94. The United States repeats and re-alleges the allegations contained in paragraphs 1-84 of this complaint as if fully set forth herein.

95. The United States claims the recovery of all monies by which Defendants have been unjustly enriched.

96. As a consequence of the acts set forth above, Defendants were unjustly enriched at the expense of the United States in an amount to be determined which, under the circumstances, in equity and good conscience should be returned to the United States.

PRAYER FOR RELIEF

97. On the First Count under the False Claims Act, for the amount of the United States' damages, trebled as required by law, and such civil penalties as are required by law, together with all such further relief as may be just and proper.

98. On the Second Count under the False Claims Act, for the amount of the United States' damages, trebled as required by law, and such civil penalties as are required by law, together with all such further relief as may be just and proper.

99. On the Third Count under the False Claims Act, for the amount of the United States' damages, trebled as required by law, and such civil penalties as are required by law, together with all such further relief as may be just and proper.

100. On the Fourth Count, for the amount of the United States' damages, together with all such further relief as may be just and proper.

DEMAND FOR JURY TRIAL

The United States demands a jury trial in this case.

Dated: June 30, 2017

Respectfully submitted,

W. STEPHEN MULDROW
Acting United States Attorney

/s/ Shea M. Gibbons
SHEA MATTHEW GIBBONS
Assistant United States Attorney
United States Attorney No. 0000172
300 North Hogan Street, Suite 700
Jacksonville, Florida 32202
Telephone: (904) 301-6300
Facsimile: (904) 301-6310
Shea.Gibbons@usdoj.gov

CHRISTOPHER P. TUIITE
Assistant United States Attorney
Florida Bar No. 125146
400 North Tampa Street, Suite 3200
Tampa, Florida 33602
Telephone No. (813) 274-6000
Facsimile No. (813) 274-6200
Christopher.Tuite@usdoj.gov

Attorneys for the United States of America

CERTIFICATE OF SERVICE

I hereby certify that on June 30, 2017, I caused a true and accurate copy of the foregoing to be filed using the Court's CM/ECF system. A copy of this complaint will also be served on Defendants.

/s/ Shea M. Gibbons _____
SHEA MATTHEW GIBBONS
Assistant United States Attorney