

1 SUPERIOR COURT OF CALIFORNIA  
2 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

**ELECTRONICALLY FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

04/03/2017  
08:00 AM

DAVID H. YAMASAKI, Clerk of the Court  
**17CF0798**

6 THE PEOPLE OF THE STATE OF CALIFORNIA, ) FELONY COMPLAINT  
7 ) WARRANT  
8 Plaintiff, )  
9 )  
10 vs. ) No.  
11 ROBERT BRANT FENTON 01/23/49 ) OCDA WC16070011  
12 P0835907 ) OCDA WC15040015  
13 ) OCDA HF12110001  
14 )  
15 Defendant(s))

14 The Orange County District Attorney charges that in Orange  
15 County, California, the law was violated as follows:

16 COUNT 1: On or about and between July 11, 2011 and September  
17 01, 2015, in violation of Section 550(a)(6) of the Penal Code  
18 (CONSPIRACY TO COMMIT MEDICAL INSURANCE FRAUD), a FELONY, ROBERT  
19 BRANT FENTON did unlawfully conspire with Conspired with Tanya  
20 Moreland King and Christopher King and other Unknown  
21 individuals., with the intent to defraud, to make a false and  
22 fraudulent claim to Workers compensation Insurance Carriers in  
23 California for payment of a health care benefit in an amount  
24 exceeding nine hundred fifty dollars (\$950). It is further  
25 alleged that pursuant to and for the purpose of carrying out the  
26 objects and purposes of the conspiracy, one and more of the  
27 conspirators committed the following overt acts:

24 OVERT ACT 1

26 On or about 7/11/11, Defendants Robert Fenton M.D., entered into  
27 an agreement with Tanya Moreland King, Christopher King and  
28 their companies King Medical Management Inc. and Monarch Medical  
Group Inc.

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OVERT ACT 2

King Medical Management formulated and paid for a 3-day supply of the compound transdermal creams manufactured by Steven's Pharmacy, located in Costa Mesa, in the County of Orange, and on or about 2/11/14, King Medical Management arranged for Steven's Pharmacy to ship these creams to Defendant Robert Fenton, M.D. .

OVERT ACT 3

Defendant Robert Fenton, M.D., prescribed the transdermal compound creams manufactured by Steven's Pharmacy to his workers compensation patients.

OVERT ACT 4

Defendant Robert Fenton did not customize these compound transdermal creams to each workers compensation patient and used the formula given to him by Monarch Medical Group.

OVERT ACT 5

Defendant Robert Fenton, M.D., then provided the billing information for each workers compensation patient to King Medical Management Inc. to bill for the dispensing of these creams from his office.

OVERT ACT 6

King Medical Management Inc. billed workers compensation carriers in excess of \$200 per cream even though the cream only cost \$15.

OVERT ACT 7

King Medical Management Inc., paid Defendant Robert Fenton, M.D. \$50 for each 3-day supply of the compound cream he dispensed to his workers compensation patients.

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OVERT ACT 8

In return for the money he received from the billing on the 3-day supply of the transdermal creams, Defendant Robert Fenton, M.D., was also required to write a prescription for the 30-day supply of transdermal compound creams which was shipped to his workers' compensation patients by Steven's Pharmacy in Costa Mesa, located in the County of Orange.

OVERT ACT 9

Monarch Medical Group then billed the workers compensation insurance carriers well in excess of \$700 for each compounded transdermal cream that was shipped by Steven's Pharmacy, located in Costa Mesa, to each of Defendant Robert Fenton's patients, and cost Monarch Medical Management only \$60 per compound cream to manufacture.

OVERT ACT 10

On or about 2/11/14, Defendant Robert Fenton also entered into an agreement with Monarch Medical Group and One Source Labs Inc., in which he agreed to prescribe Urine toxicology Drug testing to his workers compensation patients in return for financial consideration.

OVERT ACT 11

Monarch Medical Group purchased Active Medicated Specimen collection kits from NuCare Pharmaceuticals Inc., located in the City of Orange, County of Orange and shipped the kits to Defendant Robert Fenton, M.D.

OVERT ACT 12

Defendant Robert Fenton, subjected his patients to a Urine Toxicology Test at his clinic, and regardless of the "Point of Care" toxicology test results, referred the test for a quantitative test to One Source Labs per his agreement with Monarch Medical Group.

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OVERT ACT 13

Monarch Medical Group then billed workers compensation insurance carriers for the "Point of Care" toxicology test that was performed at the clinic, and gave 80% of the profits on the amounts collected to Dr. Robert Fenton.

OVERT ACT 14

In return for the payment on the "Point of Care" toxicology tests, Defendant Robert Fenton then permitted One Source Labs to do quantitative tests on all Urine samples submitted by the workers compensation patients, regardless of medical necessity or test results.

OVERT ACT 15

One Source Labs then billed workers compensation carriers in excess of \$700 for these quantitative tests.

OVERT ACT 16

On or between, 4-3-14 and 2-2-15, Defendant Robert Fenton agreed to distribute medications and active kits purchased by Monarch Medical Group from NuCare Pharmaceuticals, located in the City of Orange, County of Orange, in return for receiving 70% of profits on the amounts collected from Workers Compensation Carriers.

OVERT ACT 17

On or between 2/13/15 to 8/27/15, Defendant Robert Fenton agreed to distribute medications purchased by Monarch Medical Group from A S Medication Solutions, located in County of Orange, in return for receiving 70% of profits on the amounts collected from Workers Compensation Carriers.

OVERT ACT 18

Between 1/10/12 and 8/12/15, King Medical Management and Monarch Medical Group paid Defendant Fenton in excess of \$38,000 and at least one payment was for \$638.19 on 7/13/15 with check # 6705 for "June Active Kits."

1 COUNT 2: On or about and between April 04, 2014 and September  
2 01, 2015, in violation of Section 549 of the Penal Code (FALSE  
3 AND FRAUDULENT CLAIM), a FELONY, ROBERT BRANT FENTON did  
4 unlawfully solicit, accept, and refer business to and from King  
5 Medical Management Inc. and One Source Labs Inc., with the  
6 knowledge that, and with reckless disregard for whether King  
7 Medical Management Inc. and One Source Labs Inc. intended to  
8 violate Penal Code section 550 and Insurance Code section  
9 1871.4. (URINE TOXICOLOGY)

10 COUNT 3: On or about and between April 04, 2014 and September  
11 01, 2015, in violation of Section 549 of the Penal Code (FALSE  
12 AND FRAUDULENT CLAIM), a FELONY, ROBERT BRANT FENTON did  
13 unlawfully solicit, accept, and refer business to and from King  
14 Medical Management Inc. and Monarch Medical Group Inc., with the  
15 knowledge that, and with reckless disregard for whether King  
16 Medical Management Inc. and Monarch Medical Group Inc. intended  
17 to violate Penal Code section 550 and Insurance Code section  
18 1871.4. (Compound Transdermal Creams from Steven's Pharmacy)

19 COUNT 4: On or about and between April 04, 2014 and September  
20 01, 2015, in violation of Section 650 of the Business &  
21 Professions Code (REBATES FOR PATIENT REFERRALS), a FELONY,  
22 ROBERT BRANT FENTON, a person licensed under the Healing Arts  
23 Division of this Code and the Chiropractic Initiative Act, did  
24 unlawfully offer, deliver, receive, and accept any rebate,  
25 refund, commission, preference, patronage dividend, discount,  
26 and other consideration as compensation and inducement for  
27 referring patients, clients, and customers to Tanya Moreland  
28 King and her Business One Source Labs and King Medical  
Management Inc.

COUNT 5: On or about and between April 14, 2014 and September  
01, 2015, in violation of Section 650 of the Business &  
Professions Code (REBATES FOR PATIENT REFERRALS), a FELONY,  
ROBERT BRANT FENTON, a person licensed under the Healing Arts  
Division of this Code and the Chiropractic Initiative Act, did  
unlawfully offer, deliver, receive, and accept any rebate,  
refund, commission, preference, patronage dividend, discount,  
and other consideration as compensation and inducement for  
referring patients, clients, and customers to Tanya Moreland  
King and her Business Monarch Medical Group.

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1 COUNT 6: On or about and between April 04, 2014 and September  
2 01, 2015, in violation of Section 650 of the Business &  
3 Professions Code (REBATES FOR PATIENT REFERRALS), a FELONY,  
4 ROBERT BRANT FENTON, a person licensed under the Healing Arts  
5 Division of this Code and the Chiropractic Initiative Act, did  
6 unlawfully offer, deliver, receive, and accept any rebate,  
7 refund, commission, preference, patronage dividend, discount,  
8 and other consideration as compensation and inducement for  
referring patients, clients, and customers to Steven's Pharmacy  
and Tanya Moreland King and her Business Monarch Medical Group  
Inc.

9 COUNT 7: On or about and between August 09, 2013 and April 18,  
10 2014, in violation of Section 550(b)(3) of the Penal Code  
11 (INSURANCE FRAUD), a FELONY, ROBERT BRANT FENTON, with the  
12 intent to defraud, did unlawfully conceal and knowingly fail to  
13 disclose, and did knowingly assist with another person to  
14 conceal and fail to disclose the occurrence of an event and a  
15 fact that affected the initial and continued material right and  
16 entitlement of AIG to an insurance benefit and payment, and to  
17 the amount of a benefit and payment to which AIG was entitled,  
namely: Defendant had a financial interest in and received  
financial incentives to prescribe Compound Creams, oral  
medications and to order Urine Toxicology Tests to his workers'  
compensation patients.

18 COUNT 8: On or about and between February 27, 2014 and November  
19 19, 2014, in violation of Section 550(b)(3) of the Penal Code  
20 (INSURANCE FRAUD), a FELONY, ROBERT BRANT FENTON, with the  
21 intent to defraud, did unlawfully conceal and knowingly fail to  
22 disclose, and did knowingly assist with another person to  
23 conceal and fail to disclose the occurrence of an event and a  
24 fact that affected the initial and continued material right and  
25 entitlement of Farmers Insurance to an insurance benefit and  
26 payment, and to the amount of a benefit and payment to which  
Farmers Insurance was entitled, namely: Defendant had a  
financial interest in and received financial incentives to  
prescribe Compound Creams and Oral Medication to his workers'  
compensation patients.

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1 COUNT 9: On or about and between February 04, 2014 and  
2 September 01, 2015, in violation of Section 550(b)(3) of the  
3 Penal Code (INSURANCE FRAUD), a FELONY, ROBERT BRANT FENTON,  
4 with the intent to defraud, did unlawfully conceal and  
5 knowingly fail to disclose, and did knowingly assist with  
6 another person to conceal and fail to disclose the occurrence of  
7 an event and a fact that affected the initial and continued  
8 material right and entitlement of Liberty Mutual to an insurance  
9 benefit and payment, and to the amount of a benefit and payment  
10 to which Liberty Mutual was entitled, namely: Defendant had a  
11 financial interest in and received financial incentives to  
12 prescribe Compound Creams and Oral Medications and to Order  
13 Urine Toxicology tests to his workers' compensation patients.

14 COUNT 10: On or about and between June 26, 2013 and March 25,  
15 2014, in violation of Section 550(b)(3) of the Penal Code  
16 (INSURANCE FRAUD), a FELONY, ROBERT BRANT FENTON, with the  
17 intent to defraud, did unlawfully conceal and knowingly fail to  
18 disclose, and did knowingly assist with another person to  
19 conceal and fail to disclose the occurrence of an event and a  
20 fact that affected the initial and continued material right and  
21 entitlement of Republic Indemnity Company of America to an  
22 insurance benefit and payment, and to the amount of a benefit  
23 and payment to which Republic Indemnity Company of America was  
24 entitled, namely: Defendant had a financial interest in and  
25 received financial incentives to prescribe compound creams to  
26 his workers' compensation patients.

27 COUNT 11: On or about and between April 14, 2014 and September  
28 03, 2015, in violation of Section 550(b)(3) of the Penal Code  
(INSURANCE FRAUD), a FELONY, ROBERT BRANT FENTON, with the  
intent to defraud, did unlawfully conceal and knowingly fail to  
disclose, and did knowingly assist with another person to  
conceal and fail to disclose the occurrence of an event and a  
fact that affected the initial and continued material right and  
entitlement of YORK RISK SERVICE GROUP to an insurance benefit  
and payment, and to the amount of a benefit and payment to which  
YORK RISK SERVICE GROUP was entitled, namely: Defendant had a  
financial interest in and received financial incentives to order  
Urine Toxicology Tests and prescribe Compound Creams to his  
workers' compensation patients.

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1 COUNT 12: On or about and between July 26, 2013 and December  
2 12, 2014, in violation of Section 550(b)(3) of the Penal Code  
3 (INSURANCE FRAUD), a FELONY, ROBERT BRANT FENTON, with the  
4 intent to defraud, did unlawfully conceal and knowingly fail to  
5 disclose, and did knowingly assist with another person to  
6 conceal and fail to disclose the occurrence of an event and a  
7 fact that affected the initial and continued material right and  
8 entitlement of Zurich Insurance to an insurance benefit and  
9 payment, and to the amount of a benefit and payment to which  
10 Zurich Insurance was entitled, namely: Defendant had a financial  
11 interest in and received financial incentives to order Urine  
12 Toxicology Tests and to prescribe compound creams and oral  
13 medications to his workers' compensation patients.

14 I declare under penalty of perjury, on information and belief,  
15 that the foregoing is true and correct.

16 Dated 04-03-2017 at Orange County, California.  
17 KS/AC 17F00357

18 TONY RACKAUCKAS, DISTRICT ATTORNEY

19 by: /s/ SHADDI KAMIABIPOUR  
20 SHADDI KAMIABIPOUR, Deputy District Attorney

21 RESTITUTION CLAIMED

22 [ ] None  
23 [ ] \$ \_\_\_\_\_  
24 [ X ] To be determined

25 BAIL RECOMMENDATION:

26 ROBERT BRANT FENTON - \$ 30,000.00

27 NOTICES:

28 The People request that defendant and counsel disclose, within  
15 days, all of the materials and information described in Penal  
Code section 1054.3, and continue to provide any later-acquired  
materials and information subject to disclosure, and without  
further request or order.



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Pursuant to Welfare & Institutions Code §827 and California Rule of Court 5.552, notice is hereby given that the People will seek a court order to disseminate the juvenile case file of the defendant/minor, if any exists, to all parties in this action, through their respective attorneys of record, in the prosecution of this case.