

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

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

04/03/2017
08:21 AM

DAVID H. YAMASAKI, Clerk of the Court
17CF0808

6 THE PEOPLE OF THE STATE OF CALIFORNIA,) FELONY COMPLAINT
7) WARRANT
8 Plaintiff,)
9)
10 vs.) No.
11 JEROME ANTHONY ROBSON 09/28/48) OCDA WC16070011
12 C1715942) 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 14, 2014 and August 12,
17 2015, in violation of Section 550(a)(6) of the Penal Code
18 (CONSPIRACY TO COMMIT MEDICAL INSURANCE FRAUD), a FELONY, JEROME
19 ANTHONY ROBSON did unlawfully conspire with TTANYA MORELAND KING
20 AND CHRISTOPHER KING AND OTHER UNKNOWN INDIVIDUALS, with the
21 intent to defraud, to make a false and fraudulent claim to
22 WORKERS' COMPENSATION INSURANCE CARRIERS IN CALIFORNIA for
23 payment of a health care benefit in an amount exceeding nine
24 hundred fifty dollars (\$950). It is further alleged that
25 pursuant to and for the purpose of carrying out the objects and
26 purposes of the conspiracy, one and more of the conspirators
27 committed the following overt acts:

24 OVERT ACT 1

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26 On or about 7/14/14, Defendant JEROME ANTHONY ROBSON, M.D.,
27 entered into an agreement with King Medical Management Inc. and
28 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 arranged for Steven's Pharmacy to ship these creams to Defendant JEROME ANTHONY ROBSON, M.D.

OVERT ACT 3

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

OVERT ACT 4

Defendant JEROME ANTHONY ROBSON, M.D., 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 JEROME ANTHONY ROBSON, 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 \$16.

OVERT ACT 7

King Medical Management Inc., paid Defendant JEROME ANTHONY ROBSON, M.D., 70% of the profits from the amount collected from the workers' compensation carrier for each of the 3-day of the compound creams 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 JEROME ANTHONY ROBSON, M.D., was also required to write a prescription for the 30-day supply of transdermal compound creams which were shipped directly to his workers' compensation patients by Steven's Pharmacy in Costa Mesa, located in the County of Orange.

OVERT ACT 9

In order to give the appearance of legitimacy to the compounded transdermal creams that Defendant JEROME ANTHONY ROBSON, M.D., prescribed to his patients, he signed a letter, dated "Jan 2 2015", that Monarch Medical Group provided to him, which he did not prepare himself, purporting to give instructions to the pharmacy and customize the formula for the compound creams.

OVERT ACT 10

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 JEROME ANTHONY ROBSON's patients, even though Monarch Medical Group only paid Steven's Pharmacy \$40 per compound cream to manufacture.

OVERT ACT 11

On or about 2/20/15, Defendant JEROME ANTHONY ROBSON, M.D., also entered into an agreement with King Medical Management and One Source Labs Inc., in which he agreed to order Urine toxicology Drug testing to his workers' compensation patients in return for financial consideration.

OVERT ACT 12

Defendant JEROME ANTHONY ROBSON, M.D., 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 King Medical Management.

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OVERT ACT 13

King Medical Management billed workers' compensation insurance carriers for the "Point of Care" toxicology test that was performed at the clinic, and gave 90% of the profit on the amounts collected to Defendant JEROME ANTHONY ROBSON, M.D.

OVERT ACT 14

On or about August 24, 2014, Defendant JEROME ANTHONY ROBSON, M.D., entered into a contract with Monarch Medical Group, to dispense medications Monarch purchased from NuCare Pharmaceuticals, located in the City of Orange, in the County of Orange.

OVERT ACT 15

Monarch paid 70 percent of the net receivable collected from workers' compensation carriers to Defendant JEROME ANTHONY ROBSON, M.D., for the medications he dispensed to his workers' compensation patients which were supplied by NuCare Pharmaceuticals, in the City of Orange.

OVERT ACT 16

On or about 8/24/2014, Defendant JEROME ANTHONY ROBSON, M.D., entered into an agreement with Monarch Medical Group to dispense "Active Kits" which Monarch purchased from NuCare Pharmaceuticals, in Orange, to Defendant JEROME ANTHONY ROBSON's workers' compensation patients.

OVERT ACT 17

Defendant JEROME ANTHONY ROBSON, M.D., dispensed the "Active Kits", share the patient demographics and billing information with Monarch who billed workers' compensation insurance carriers and shared 70% of the profit from the payments received from workers' compensation carriers with Defendant JEROME ANTHONY ROBSON, M.D.

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OVERT ACT 18

On or about February 19, 2105, Defendant JEROME ANTHONY ROBSON, M.D., entered into a contract with Monarch Medical Group, to dispense Medications Monarch purchased from A S Medication Solutions, doing business in the City of Costa Mesa, in the County of Orange.

OVERT ACT 19

Monarch paid 70 percent of the net receivable collected from workers' compensation carriers to Defendant JEROME ANTHONY ROBSON, M.D., for the medications he dispensed to his workers' compensation patients which were supplied to him directly by A S Medication Solutions, in the City of Costa Mesa.

OVERT ACT 20

Between 11/12/14 and 8/12/15, Monarch Medical Group and King Medical Management paid Defendant JEROME ANTHONY ROBSON, M.D., in excess of \$175,710 and at least one payment was issued in the amount of \$17,028.21 on 5/12/15 on Check # 6812.

COUNT 2: On or about and between February 20, 2015 and August 12, 2015, in violation of Section 549 of the Penal Code (FALSE AND FRAUDULENT CLAIM), a FELONY, JEROME ANTHONY ROBSON did unlawfully solicit, accept, and refer business to and from King Medical Management Inc. and One Source Labs Inc., with the knowledge that, and with reckless disregard for whether King Medical Management Inc. and One Source Labs Inc. intended to violate Penal Code section 550 and Insurance Code section 1871.4. (Urine Toxicology)

COUNT 3: On or about and between July 14, 2014 and August 12, 2015, in violation of Section 549 of the Penal Code (FALSE AND FRAUDULENT CLAIM), a FELONY, JEROME ANTHONY ROBSON did unlawfully solicit, accept, and refer business to and from King Medical Management Inc. and Monarch Medical Group Inc., with the knowledge that, and with reckless disregard for whether King Medical Management Inc. and Monarch Medical Group Inc. intended to violate Penal Code section 550 and Insurance Code section 1871.4. (Compound Transdermal Creams from Steven's Pharmacy)

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1 COUNT 4: On or about and between September 04, 2014 and
2 February 19, 2015, in violation of Section 549 of the Penal Code
3 (FALSE AND FRAUDULENT CLAIM), a FELONY, JEROME ANTHONY ROBSON
4 did unlawfully solicit, accept, and refer business to and from
5 Monarch Medical Group Inc., with the knowledge that, and with
6 reckless disregard for whether Monarch Medical Group Inc.
intended to violate Penal Code section 550 and Insurance Code
section 1871.4. (For Medication Monarch purchased from NuCare
Pharmaceuticals)

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8 COUNT 5: On or about and between February 19, 2015 and
9 September 09, 2015, in violation of Section 549 of the Penal
10 Code (FALSE AND FRAUDULENT CLAIM), a FELONY, JEROME ANTHONY
11 ROBSON did unlawfully solicit, accept, and refer business to and
12 from Monarch Medical Group Inc., with the knowledge that, and
13 with reckless disregard for whether Monarch Medical Group Inc.
intended to violate Penal Code section 550 and Insurance Code
section 1871.4. (For Medication Monarch purchased from A S
Medication Solutions)

14 COUNT 6: On or about and between September 04, 2014 and August
15 12, 2015, in violation of Section 549 of the Penal Code (FALSE
16 AND FRAUDULENT CLAIM), a FELONY, JEROME ANTHONY ROBSON did
17 unlawfully solicit, accept, and refer business to and from
18 Monarch Medical Group Inc., with the knowledge that, and with
19 reckless disregard for whether Monarch Medical Group Inc.
intended to violate Penal Code section 550 and Insurance Code
section 1871.4. (For Active Kits purchased from NuCare)

20 COUNT 7: On or about and between November 12, 2014 and August
21 12, 2015, in violation of Section 650 of the Business &
22 Professions Code (REBATES FOR PATIENT REFERRALS), a FELONY,
23 JEROME ANTHONY ROBSON, a person licensed under the Healing Arts
24 Division of this Code and the Chiropractic Initiative Act, did
25 unlawfully offer, deliver, receive, and accept any rebate,
26 refund, commission, preference, patronage dividend, discount,
27 and other consideration as compensation and inducement for
referring patients, clients, and customers to Tanya Moreland
King and her Business One Source Labs and King's Medical
Management Inc..

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1 COUNT 8: On or about and between November 12, 2014 and August
2 12, 2015, in violation of Section 650 of the Business &
3 Professions Code (REBATES FOR PATIENT REFERRALS), a FELONY,
4 JEROME ANTHONY ROBSON, 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 Tanya Moreland
King and her Business Monarch Medical Group and King Medical
Management.

9 COUNT 9: On or about and between November 12, 2014 and
10 September 01, 2015, in violation of Section 650 of the Business
11 & Professions Code (REBATES FOR PATIENT REFERRALS), a FELONY,
12 JEROME ANTHONY ROBSON, a person licensed under the Healing Arts
13 Division of this Code and the Chiropractic Initiative Act, did
14 unlawfully offer, deliver, receive, and accept any rebate,
15 refund, commission, preference, patronage dividend, discount,
and other consideration as compensation and inducement for
referring patients, clients, and customers to Steven's Pharmacy,
Tanya Moreland King and her Business Monarch Medical Group Inc..

16 COUNT 10: On or about and between September 15, 2014 and
17 October 13, 2015, in violation of Section 550(b)(3) of the Penal
18 Code (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON, with
19 the intent to defraud, did unlawfully conceal and knowingly
20 fail to disclose, and did knowingly assist with another person
21 to conceal and fail to disclose the occurrence of an event and a
22 fact that affected the initial and continued material right and
23 entitlement of Berkshire Hathaway Homestead Companies to an
24 insurance benefit and payment, and to the amount of a benefit
25 and payment to which Berkshire Hathaway Homestead Companies was
entitled, namely: Defendant had a financial interest in and
received financial incentives to prescribe Compound Creams, Oral
Medications and Urine Toxicology Tests to his workers'
compensation patients..

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1 COUNT 11: On or about and between May 13, 2015 and September
2 14, 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON, 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 California Insurance Company - Applied
9 Underwriters to an insurance benefit and payment, and to the
10 amount of a benefit and payment to which California Insurance
11 Company - Applied Underwriters was entitled, namely: Defendant
12 had a financial interest in and received financial incentives to
13 prescribe Compound Creams, Oral Medications and Urine Toxicology
14 Tests to his workers' compensation patients..

11 COUNT 12: On or about and between September 11, 2014 and August
12 17, 2015, in violation of Section 550(b)(3) of the Penal Code
13 (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON, with the
14 intent to defraud, did unlawfully conceal and knowingly fail to
15 disclose, and did knowingly assist with another person to
16 conceal and fail to disclose the occurrence of an event and a
17 fact that affected the initial and continued material right and
18 entitlement of Employers Insurance to an insurance benefit and
19 payment, and to the amount of a benefit and payment to which
20 Employers Insurance was entitled, namely: Defendant had a
21 financial interest in and received financial incentives to
22 prescribe Compound Creams, Oral Medications and Urine Toxicology
23 Tests to his workers' compensation patients..

20 COUNT 13: On or about and between July 16, 2014 and September
21 08, 2015, in violation of Section 550(b)(3) of the Penal Code
22 (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON, with the
23 intent to defraud, did unlawfully conceal and knowingly fail to
24 disclose, and did knowingly assist with another person to
25 conceal and fail to disclose the occurrence of an event and a
26 fact that affected the initial and continued material right and
27 entitlement of ICW to an insurance benefit and payment, and to
28 the amount of a benefit and payment to which ICW was entitled,
namely: Defendant had a financial interest in and received
financial incentives to prescribe Compound Creams, Oral
Medications and Urine Toxicology Tests to his workers'
compensation patients..

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1 COUNT 14: On or about and between October 01, 2014 and
2 September 18, 2015, in violation of Section 550(b)(3) of the
3 Penal Code (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON,
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 Insurance to an
9 insurance benefit and payment, and to the amount of a benefit
10 and payment to which Liberty Mutual Insurance was entitled,
11 namely: Defendant had a financial interest in and received
12 financial incentives to prescribe Compound Creams, Oral
13 Medications and Urine Toxicology Tests to his workers'
14 compensation patients..

11 COUNT 15: On or about and between June 24, 2013 and June 26,
12 2015, in violation of Section 550(b)(3) of the Penal Code
13 (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON, with the
14 intent to defraud, did unlawfully conceal and knowingly fail to
15 disclose, and did knowingly assist with another person to
16 conceal and fail to disclose the occurrence of an event and a
17 fact that affected the initial and continued material right and
18 entitlement of Republic Indemnity Company of America to an
19 insurance benefit and payment, and to the amount of a benefit
20 and payment to which Republic Indemnity Company of America was
21 entitled, namely: Defendant had a financial interest in and
22 received financial incentives to prescribe Compound Creams, Oral
23 Medications and Urine Toxicology Tests to his workers'
24 compensation patients..

21 COUNT 16: On or about and between November 04, 2014 and August
22 24, 2015, in violation of Section 550(b)(3) of the Penal Code
23 (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON, with the
24 intent to defraud, did unlawfully conceal and knowingly fail to
25 disclose, and did knowingly assist with another person to
26 conceal and fail to disclose the occurrence of an event and a
27 fact that affected the initial and continued material right and
28 entitlement of State Compensation Insurance Fund to an insurance
benefit and payment, and to the amount of a benefit and payment
to which State Compensation Insurance Fund was entitled, namely:
Defendant had a financial interest in and received financial
incentives to prescribe Compound Creams, Oral Medications and
Urine Toxicology Tests to his workers' compensation patients..

1 COUNT 17: On or about and between September 08, 2014 and June
2 26, 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON, 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 The Hartford to an insurance benefit and payment,
9 and to the amount of a benefit and payment to which The Hartford
was entitled, namely: Defendant had a financial interest in and
received financial incentives to prescribe Compound Creams, Oral
Medications and Urine Toxicology Tests to his workers'
compensation patients..

10 COUNT 18: On or about and between November 07, 2014 and
11 September 01, 2015, in violation of Section 550(b)(3) of the
12 Penal Code (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON,
13 with the intent to defraud, did unlawfully conceal and
14 knowingly fail to disclose, and did knowingly assist with
15 another person to conceal and fail to disclose the occurrence of
16 an event and a fact that affected the initial and continued
17 material right and entitlement of Total Health & Productivity
18 Management to an insurance benefit and payment, and to the
19 amount of a benefit and payment to which Total Health &
Productivity Management 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.

20 COUNT 19: On or about and between September 16, 2014 and
21 September 16, 2015, in violation of Section 550(b)(3) of the
22 Penal Code (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON,
23 with the intent to defraud, did unlawfully conceal and
24 knowingly fail to disclose, and did knowingly assist with
25 another person to conceal and fail to disclose the occurrence of
26 an event and a fact that affected the initial and continued
27 material right and entitlement of TRISTAR Insurance Group to an
28 insurance benefit and payment, and to the amount of a benefit
and payment to which TRISTAR Insurance Group was entitled,
namely: Defendant had a financial interest in and received
financial incentives to prescribe oral medication and to order
Urine Toxicology Tests to his workers' compensation patients..

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1 COUNT 20: On or about and between August 25, 2014 and September
2 23, 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, JEROME ANTHONY ROBSON, 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 prescribe oral
12 medication and to order Urine Toxicology Tests to his workers'
13 compensation patients..

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ENHANCEMENT(S)

As to Count(s) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
15, 16, 17, 18, 19 and 20, it is further alleged pursuant to
Penal Code section 12022.6(a)(1) (PROPERTY DAMAGE/LOSS OVER
\$65,000), that JEROME ANTHONY ROBSON intentionally took,
damaged, and destroyed property valued in excess of sixty-five
thousand dollars (\$65,000) during the commission and attempted
commission of the above offense.

It is further alleged pursuant to Penal Code section 186.11(a)
(1)/(3) (AGGRAVATED WHITE COLLAR CRIME - OVER \$100,000), that as
to counts 1, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20,
defendant JEROME ANTHONY ROBSON engaged in a pattern of related
fraudulent felony conduct involving the taking of more than one
hundred thousand dollars (\$100,000) but less than five hundred
thousand dollars (\$500,000).

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

Dated 04-03-2017 at Orange County, California.

KS/AC 17F00363

TONY RACKAUCKAS, DISTRICT ATTORNEY

by: /s/ SHADDI KAMIABIPOUR

SHADDI KAMIABIPOUR, Deputy District Attorney

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RESTITUTION CLAIMED

- None
- \$ _____
- To be determined

BAIL RECOMMENDATION:

JEROME ANTHONY ROBSON - \$ 65,000.00

NOTICES:

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.

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.