

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

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

04/03/2017
09:40 AM

DAVID H. YAMASAKI, Clerk of the Court
17CF0813

6 THE PEOPLE OF THE STATE OF CALIFORNIA,) FELONY COMPLAINT
7) WARRANT
8 Plaintiff,)
9)
10 vs.) No.
11 PARVEZ MEHBOOB FATTEH 11/23/70) OCDA WC16070011
12 B9628103) 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 December 10, 2013 and August
17 12, 2015, in violation of Section 550(a)(6) of the Penal Code
18 (CONSPIRACY TO COMMIT MEDICAL INSURANCE FRAUD), a FELONY, PARVEZ
19 MEHBOOB FATTEH did unlawfully conspire with TANYA 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

26 On or about 12/10/13, Defendants PARVEZ FATTEH M.D., entered
27 into an agreement with TANYA MORELAND KING, CHRISTOPHER KING
28 and their companies, King Medical Management Inc. and Monarch
Medical Group Inc.

/

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 PARVEZ FATTEH, M.D.

OVERT ACT 3

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

OVERT ACT 4

Defendant PARVEZ FATTEH 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 PARVEZ FATTEH, M.D., then provided the billing information to 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 \$190 per cream even though the cream only cost \$16.

OVERT ACT 7

From 12/10/13 to 8/12/15, King Medical Management Inc., paid Defendant PARVEZ FATTEH, M.D. \$50 per compound cream dispensed to his workers compensation patients.

/

/

/

/

/

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

OVERT ACT 8

In return for the money he received from the billing on the 3-day supply of the transdermal creams, Defendant PARVEZ FATTEH, 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 PARVEZ FATTEH, M.D., prescribed to his patients, on 1/22/15 he signed a letter 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 PARVEZ FATTEH's patients, even though Monarch Medical Group only paid Steven's Pharmacy \$40 per compound cream to manufacture.

OVERT ACT 11

ON 5/6/14, Defendant PARVEZ FATTEH M.D. also entered into an agreement with King Medical Management 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 12

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 PARVEZ FATTEH, M.D.

/

/

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

OVERT ACT 13

Defendant PARVEZ FATTEH, M.D., ordered Urine Toxicology Test for his patients 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.

OVERT ACT 14

Monarch Medical Group then billed workers compensation insurance carriers for the "Point of Care" Toxicology test that was performed at the clinic, and gave \$100 for each claim to Defendant PARVEZ FATTEH, M.D.

OVERT ACT 15

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

OVERT ACT 16

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

OVERT ACT 17

Between 12/10/13 and 8/12/15, Monarch Medical Group and King Medical Management paid Defendant PARVEZ FATTEH in excess of \$51,000 and at least one payment was issued in the amount of \$400 on 4/13/15 on Check #6623.

COUNT 2: On or about and between April 04, 2014 and August 12, 2015, in violation of Section 549 of the Penal Code (FALSE AND FRAUDULENT CLAIM), a FELONY, PARVEZ MEHBOOB FATTEH did unlawfully solicit, accept, and refer business to and from KING MEDICAL MANAGEMENT INC. AND MONARCH MEDICAL GROUPS INC., with the knowledge that, and with reckless disregard for whether KING MEDICAL MANAGEMENT INC. AND MONARCH MEDICAL GROUPS INC. intended to violate Penal Code section 550 and Insurance Code section 1871.4. (COMPOUND TRANSDERMAL CREAMS FROM STEVEN'S PHARMACY.)

1 COUNT 3: On or about and between April 04, 2014 and August 12,
2 2015, in violation of Section 549 of the Penal Code (FALSE AND
3 FRAUDULENT CLAIM), a FELONY, PARVEZ MEHBOOB FATTEH did
4 unlawfully solicit, accept, and refer business to and from KING
5 MEDICAL MANAGMENT INC. AND MONARCH MEDICAL GROUP INC., with the
6 knowledge that, and with reckless disregard for whether KING
7 MEDICAL MANAGMENT INC. AND MONARCH MEDICAL GROUP INC. intended
8 to violate Penal Code section 550 and Insurance Code section
9 1871.4. (SPRIX NASAL SPRAY)

10 COUNT 4: On or about and between April 04, 2014 and August 12,
11 2015, in violation of Section 549 of the Penal Code (FALSE AND
12 FRAUDULENT CLAIM), a FELONY, PARVEZ MEHBOOB FATTEH did
13 unlawfully solicit, accept, and refer business to and from KING
14 MEDICAL MANAGEMENT INC. AND ONE SOURCE LABS, with the knowledge
15 that, and with reckless disregard for whether KING MEDICAL
16 MANAGEMENT INC. AND ONE SOURCE LABS intended to violate Penal
17 Code section 550 and Insurance Code section 1871.4. (URINE
18 TOXICOLOGY TESTS)

19 COUNT 5: On or about and between April 04, 2014 and August 12,
20 2015, in violation of Section 650 of the Business & Professions
21 Code (REBATES FOR PATIENT REFERRALS), a FELONY, PARVEZ MEHBOOB
22 FATTEH, a person licensed under the Healing Arts Division of
23 this Code and the Chiropractic Initiative Act, did unlawfully
24 offer, deliver, receive, and accept any rebate, refund,
25 commission, preference, patronage dividend, discount, and other
26 consideration as compensation and inducement for referring
27 patients, clients, and customers to STEVEN'S PHARMACY, TANYA
28 MORELAND KING AND HER BUSINESS MONARCH MEDICAL GROUP INC.

COUNT 6: On or about and between April 04, 2014 and August 12,
2015, in violation of Section 650 of the Business & Professions
Code (REBATES FOR PATIENT REFERRALS), a FELONY, PARVEZ MEHBOOB
FATTEH, 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 ONE SOURCE LABS, TANYA
MORELAND KING AND HER BUSINESS MONARCH MEDICAL GROUP INC.

/

/

1 COUNT 7: On or about and between September 13, 2013 and April
2 28, 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, PARVEZ MEHBOOB FATTEH, 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 LIBERTY MUTUAL INSURANCE to an insurance benefit
9 and payment, and to the amount of a benefit and payment to which
LIBERTY MUTUAL INSURANCE was entitled, namely: DEFENDANT HAD A
FINANCIAL INTEREST IN AND RECEIVED FINANCIAL INCENTIVES TO
PRESCRIBE SPRIX AND ORDER URINE TOXICOLOGY TESTS TO HIS WORKERS'
COMPENSATION PATIENTS.

10 COUNT 8: On or about and between March 12, 2014 and September
11 03, 2014, in violation of Section 550(b)(3) of the Penal Code
12 (INSURANCE FRAUD), a FELONY, PARVEZ MEHBOOB FATTEH, with the
13 intent to defraud, did unlawfully conceal and knowingly fail to
14 disclose, and did knowingly assist with another person to
15 conceal and fail to disclose the occurrence of an event and a
16 fact that affected the initial and continued material right and
17 entitlement of REPUBLIC INDEMNITY to an insurance benefit and
18 payment, and to the amount of a benefit and payment to which
REPUBLIC INDEMNITY was entitled, namely: DEFENDANT HAD A
FINANCIAL INTEREST IN AND RECEIVED FINANCIAL INCENTIVES TO ORDER
URINE TOXICOLOGY TESTS HIS WORKERS' COMPENSATION PATIENTS..

19 COUNT 9: On or about and between June 18, 2014 and May 14,
20 2015, in violation of Section 550(b)(3) of the Penal Code
21 (INSURANCE FRAUD), a FELONY, PARVEZ MEHBOOB FATTEH, with the
22 intent to defraud, did unlawfully conceal and knowingly fail to
23 disclose, and did knowingly assist with another person to
24 conceal and fail to disclose the occurrence of an event and a
25 fact that affected the initial and continued material right and
26 entitlement of STATE COMPENSATION INSURANCE FUND to an insurance
27 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 ORDER URINE TOXICOLOGY TESTS TO HIS WORKERS'
COMPENSATION PATIENTS.

28 /
/
/

1 COUNT 10: On or about and between May 22, 2014 and June 22,
2 2015, in violation of Section 550(b)(3) of the Penal Code
3 (INSURANCE FRAUD), a FELONY, PARVEZ MEHBOOB FATTEH, 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 TRAVELERS INSURANCE to an insurance benefit and
9 payment, and to the amount of a benefit and payment to which
10 TRAVELERS INSURANCE was entitled, namely: DEFENDANT HAD A
11 FINANCIAL INTEREST IN AND RECEIVED FINANCIAL INCENTIVES TO
12 PRESCRIBE COMPOUND CREAMS AND TO ORDER URINE TOXICOLOGY TESTS TO
13 HIS WORKERS' COMPENSATION PATIENTS. (PATIENT HENRY Q.).

14 COUNT 11: On or about and between September 24, 2013 and April
15 17, 2015, in violation of Section 550(b)(3) of the Penal Code
16 (INSURANCE FRAUD), a FELONY, PARVEZ MEHBOOB FATTEH, 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 YORK RISK SERVICES GROUP to an insurance benefit
22 and payment, and to the amount of a benefit and payment to which
23 YORK RISK SERVICES GROUP was entitled, namely: DEFENDANT HAD A
24 FINANCIAL INTEREST IN AND RECEIVED FINANCIAL INCENTIVES TO
25 PRESCRIBE COMPOUND CREAMS AND TO ORDER URINE TOXICOLOGY TESTS TO
26 HIS WORKERS' COMPENSATION PATIENTS.

27 COUNT 12: On or about and between September 23, 2013 and May
28 12, 2015, in violation of Section 550(b)(3) of the Penal Code
(INSURANCE FRAUD), a FELONY, PARVEZ MEHBOOB FATTEH, 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 ZURICH to an insurance benefit and payment, and
to the amount of a benefit and payment to which ZURICH was
entitled, namely: DEFENDANT HAD A FINANCIAL INTEREST IN AND
RECEIVED FINANCIAL INCENTIVES TO PRESCRIBE COMPOUND CREAMS,
SPRIX MEDS, AND TO ORDER URIEN TOXICOLOGY TESTS TO HIS WORKERS'
COMPENSATION PATIENTS.

/

/

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 17F00358

TONY RACKAUCKAS, DISTRICT ATTORNEY

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

RESTITUTION CLAIMED

- None
- \$ _____
- To be determined

BAIL RECOMMENDATION:

PARVEZ MEHBOOB FATTEH - \$ 30,000.00

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.