

MAY 29 2025

By DAVID CREWS, CLERK Deputy

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI

UNITED STATES OF AMERICA)	
)	
)	
v.)	Criminal No. 1:25CR 66
)	
)	Violations:
RICKY WAYNE QUINN)	
JOHN ANTHONY NULL a.k.a.)	<u>Count One: Conspiracy to Commit Healthcare</u>
“ANDY NULL”)	<u>Fraud</u>
)	(18 U.S.C. §§ 1347, 1349)
)	
)	

The Grand Jury charges that:

INDICTMENT

COUNT ONE

Conspiracy to Commit Healthcare Fraud
(18 U.S.C. § 1349)

At all times relevant to this Information:

General Allegations

1. RICKY WAYNE QUINN, defendant, was an adult resident of Corinth, Alcorn County, Mississippi.
2. JOHN ANTHONY NULL a.k.a. “ANDY NULL,” defendant, was an adult resident of Corinth, Alcorn County, Mississippi.
3. Confidential Source #1 (hereinafter CS1) was an unindicted co-conspirator who provided information regarding the details of the conspiracy to the government.
4. Medicare is a federally funded health insurance program that provides health benefits to individuals who are 65 years of age or older or disabled. Medicare is administered by the

Department of Health and Human Services (“HHS”) through its agency, the Centers for Medicare, and Medicaid Services (“CMS”). Medicare Part D was enacted as a part of the Medicare Prescription Drug, Improvement, and Modernization Act 2003 and went into effect on January 1, 2006. It subsidizes the costs of prescription drugs of participating beneficiaries in the United States.

5. Medicare and Medicaid are both a “health care benefit program,” as defined by Title 18, United States Code, Section 24(b).

6. RICKY WAYNE QUINN was a pharmacist and owned and operated a pharmacy in Corinth, Mississippi by the name Medical Plaza at Alcorn, LLC (hereinafter “Medical Plaza”). As a pharmacy, Medical Plaza billed Medicare and Medicaid and received payments from Medicare and Medicaid.

7. JOHN ANTHONY NULL a.k.a. “ANDY NULL” was a pharmacist and long-time employee of Medical Plaza.

Conspiracy to Defraud Medicare and Medicaid

8. From on or before January 2017 to on or about December 2021, in the Northern District of Mississippi and elsewhere, the defendants, RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. “ANDY NULL” did knowingly and willfully conspire and agree with each other and others known and unknown to the Grand Jury, to execute a scheme and artifice, affecting interstate commerce, to defraud a health care benefit program, that is, Medicare and Medicaid, and to obtain money and property owned by and under the custody and control of Medicare and Medicaid, by means of false and fraudulent pretenses, representations, and promises,

in connection with the delivery of and payment for health care benefits, items and services, in violation of Title 18, United States Code, Section 1347 and 1349.

Manner and Means of the Conspiracy

9. Beginning on or before January 2017, and continuing until at least on or about December 2021, in the Northern District of Mississippi, RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" devised a scheme to defraud Medicare and Medicaid, and to obtain Medicare and Medicaid funds, submitted claims to Medicare and Medicaid and received funds from Medicare and Medicaid as a result of those claims for pharmaceutical drugs that were not actually dispensed to patients and for pharmaceutical drugs that were prescribed to patients and then repurchased from the patients for cash at a much lower price.

10. It was part of the conspiracy that RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" would provide a list of high reimbursement prescription drug products to CS1 and CS1 would then recruit members of the community in the Corinth, Mississippi area to obtain prescriptions for these high reimbursement prescription drug products from local medical care providers.

11. It was part of the conspiracy that in some cases RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" would receive the prescription from the patient and submit the prescription to the corresponding health care benefit program, Medicare or Medicaid, and provide the prescription drug product to the patient only for the patient to then provide the unopened, filled prescription drug product back to CS1 who would return it to Medical Plaza, receive a cash payment for the prescription drug product at a much lower cost

than the actual value of the prescription drug. At that point, the prescription drug would be returned to the inventory of Medical Plaza to be dispensed and sold again. This fraudulent practice allowed RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" to bill Medicare and Medicaid for the same, single prescription drug product numerous times.

12. It was part of the conspiracy that in some cases CS1 would have the prescription filled at another pharmacy and then bring the unopened, filled prescription drug product to Medical Plaza. RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" would then pay cash for the prescription drug at a much lower cost than the actual value of the prescription drug and place the prescription drug in the inventory of Medical Plaza to be dispensed and sold, eventually receiving reimbursement for the full value of the prescription drug from Medicare and Medicaid. This fraudulent practice allowed RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" to obtain high reimbursement prescription drug products at a fraction of the actual, legitimate cost of the product.

Overt Acts

13. RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" provided a list of high reimbursement prescription drug products to CS1, including but not limited to diabetic insulin pens, asthma inhalers, and psychotropic medications.

14. CS1 provided a list of high reimbursement prescription drug products to patient T.C. and instructed T.C. to attempt to obtain prescriptions for the listed prescription drug products. T.C. obtained the prescriptions from a local physician. T.C. took the prescriptions to Medical Plaza and had the prescriptions filled and dispensed and received the actual prescription drug products.

T.C. then provided the prescription drug products to CS1 who removed the labels and sold the prescription drug products back to RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" at Medical Plaza to be returned to Medical Plaza inventory, dispensed and sold again. RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" paid cash to CS1 for the prescription drug products and CS1 then made a cash payment to T.C. According to the Medicare Part D prescription data from January 01, 2017, through October 09, 2020, Medicare paid a total amount of approximately \$109,692.17 for all medications prescribed to T.C.

15. Patient S.D. received a monthly prescription for diabetic insulin pens. S.D. took the prescriptions to Medical Plaza and had the prescriptions filled and dispensed and received the diabetic insulin pens from Medical Plaza. S.D. then provided a portion of the diabetic insulin pens to CS1 in return for cash. CS1 returned the diabetic insulin pens to Medical Plaza to be returned to inventory and dispensed and sold again. RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" paid cash to CS1 for the diabetic insulin pens. According to the Medicare Part D prescription data from January 01, 2017, through December 8, 2021, Medicare paid a total amount of approximately \$48,161.88 for all medications prescribed to S.D.

16. Patients D.M. and B.M. took their prescriptions to Medical Plaza and had the prescriptions filled and dispensed and received the actual prescription drug products from Medical Plaza. CS1 regularly purchased these prescription medications from D.M. and B.M. for cash and re-sold them back to RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL" back to Medical Plaza to be returned to inventory and dispensed and sold again.

CS1 paid D.M. and B.M. approximately \$600 per month. According to the Medicare Part D prescription data from January 04, 2017, through December 9, 2021, Medicare paid a total amount of approximately \$584,961.42 for all medications prescribed to D.M and B.M.

All in violation of Title 18, United States Code, Section 1349.

FORFEITURE NOTICE

The allegations contained in this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 982(a)(7) and Title 18, United States Code, Sections 982(a)(1).

Upon conviction of the offense in violation of Title 18, United States Code, Sections 1347 and 1349 set forth in this Indictment, the Defendants, RICKY WAYNE QUINN and JOHN ANTHONY NULL a.k.a. "ANDY NULL", shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offenses.

If any of the property described above, as a result of any act or omission of the defendants:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty; the United States of America shall be entitled to forfeiture of substitute property

pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), and Title 28, United States Code, Section 2461(c).

A TRUE BILL



CLAY JOYNER
UNITED STATES ATTORNEY

/s/ Signature Redacted
FOREPERSON