

**FILED**

**JAN 24 2018**

**U.S. DISTRICT COURT**

*DM* DEPUTY

UNSEALED PER ORDER OF COURT

*2/2/18 alf*

~~SEALED~~

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

June 2017 Grand Jury

UNITED STATES OF AMERICA,

Case No. 18CR0432 JLS

v.

I N D I C T M E N T

JIMMY COLLINS (1),  
ASHLEY COLLINS (2),  
CFK, INC. (3),

Title 18, U.S.C., Sec. 1349 -  
Conspiracy To Commit Health Care  
Fraud; Title 42, U.S.C.,  
Sec. 1320a-7b(b)(2) - Payment of  
Illegal Remunerations; Title 18,  
U.S.C., Sec. 982(a)(2) - Criminal  
Forfeiture

Defendants.

The grand jury charges, at all times material:

INTRODUCTORY ALLEGATIONS

The TRICARE Program

1. TRICARE was a health program of the United States Department of Defense ("DoD") Military Health System that provided coverage for DoD beneficiaries worldwide, including active duty service members, National Guard and Reserve members, retirees, and their families and survivors. Individuals who received health care benefits through TRICARE were referred to as "TRICARE beneficiaries." The Defense Health Agency

*1 alf*

1 ("DHA"), an agency of DoD, was the entity responsible for overseeing and  
2 administering the TRICARE program.

3 2. TRICARE was a "health care benefit program" as defined by 18 U.S.C.  
4 § 24(b), that affected commerce, and as that term is used in 18 U.S.C.  
5 § 1347. TRICARE was also a "federal health care program" as defined by  
6 42 U.S.C. § 1320a-7b(f), that affected commerce, and as that term is  
7 used in 42 U.S.C. § 1320a-7b(b).

8 3. TRICARE provided coverage for certain prescription drugs, including  
9 certain compounded medications, when medically necessary and prescribed  
10 by a licensed physician. Express Scripts, Inc. (Express Scripts)  
11 administered TRICARE's prescription drug benefits.

12 4. TRICARE beneficiaries could fill their prescriptions through  
13 military pharmacies, TRICARE's home delivery program, network  
14 pharmacies, and non-network pharmacies. If a TRICARE beneficiary chose  
15 a network pharmacy, the pharmacy would collect any applicable co-pay  
16 from the beneficiary, dispense the drug to the beneficiary, and submit  
17 a claim for reimbursement to Express Scripts, which would, in turn,  
18 adjudicate the claim and reimburse the network pharmacy. To become a  
19 network pharmacy, a pharmacy agreed to be bound by, and comply with, all  
20 applicable state and federal laws, specifically including those  
21 addressing fraud, waste, and abuse.

22 Compounded Drugs

23 5. "Compounding" was a practice in which a licensed pharmacist, a  
24 licensed physician, or, in the case of an outsourcing facility, a person  
25 under the supervision of a licensed pharmacist, combined, mixed, or  
26 altered ingredients of a drug or multiple drugs to create a drug tailored  
27 to the needs of an individual patient. "Compounding pharmacies" were  
28

1 businesses that specialize in creating compounded medications. The FDA  
2 did not verify the safety, potency, effectiveness, or manufacturing  
3 quality of compounded drugs.

4 6. Compounded drugs may be prescribed by a physician when an FDA-  
5 approved drug does not meet the health needs of a particular patient.  
6 For example, if a patient is allergic to a specific ingredient in an  
7 FDA-approved medication, such as a dye or a preservative, a compounded  
8 drug can be prepared excluding the substance that triggers the allergic  
9 reaction. Compounded drugs may also be prescribed when a patient cannot  
10 consume a medication by traditional means, such as an elderly patient  
11 or child who cannot swallow an FDA-approved pill and needs the drug in  
12 a liquid form that is not otherwise available.

13 California Regulations for Pharmacy Operations

14 7. California Board of Pharmacy regulations required that, in order  
15 to mail prescriptions to California residents, a pharmacy was required  
16 be licensed as a "nonresident pharmacy" by the Board of Pharmacy. A  
17 nonresident pharmacy must disclose all principal corporate officers in  
18 its license application. In addition, for mail-order pharmacies, the  
19 pharmacy must call each patient via telephone before filling a  
20 prescription and may only ship medication to patients with whom it had  
21 direct communication.

22 Defendant CFK, Inc.

23 8. In or around, December 2014, W.W. and T.S purchased CFK, Inc.  
24 ("CFK"), a Utah Corporation that operated and did business as the  
25 Medicine Shoppe Pharmacy and Prescriptions Plus in Bountiful, Utah.  
26 Ownership of CFK was in the name of C.F. and A.F., W.W.'s daughter and  
27 son-in-law, but the funds to purchase CFK came from Walters Holdings,  
28

1 LLC, a Mississippi company controlled by W.W. Following the purchase,  
2 W.W., T.S., and R.M. were elected as CFK's corporate officers.

3 9. Between January 2015 and May 9, 2015 - the period immediately  
4 following the purchase - CFK submitted reimbursement requests of more  
5 than \$65,000,000 for compounded drug prescriptions filled by The  
6 Medicine Shoppe. The average price of these compounded drugs over this  
7 period was \$14,510.33.

8 Individual Defendants

9 10. JIMMY COLLINS and ASHLEY COLLINS, residents of Tennessee,  
10 founded, co-owned, and co-operated CHOICE MD, P.C., a Tennessee  
11 Professional Corporation ("CHOICE MD"), RXPRESS MEDICAL, INC., a  
12 Delaware Corporation ("RXPRESS") and RMI HOLDINGS, INC. ("RMI"), a  
13 Delaware Corporation. CHOICE MD was a medical clinic located in  
14 Cleveland, Tennessee that employed three medical professionals: S.V.,  
15 C.C., and C.L. for the purposes of writing prescriptions for compounded  
16 prescription drugs for TRICARE beneficiaries recruited by JIMMY COLLINS,  
17 ASHLEY COLLINS, and marketers working on their behalf.

18 Count 1

19 Conspiracy to Commit Health Care Fraud  
20 (Violation of 18 U.S.C. § 1349)

21 11. Paragraphs 1 through 8 of the Introductory Allegations of this  
22 Indictment are realleged and incorporated by reference.

23 12. Beginning at least as early as October 2014 and continuing  
24 through at least July 2015, within the Southern District of California  
25 and elsewhere, defendants JIMMY COLLINS, ASHLEY COLLINS, and CFK Inc.,  
26 knowingly and intentionally combined, conspired, and agreed with others  
27 known and unknown to commit health care fraud in violation 18 U.S.C.  
28 § 1347; that is, to knowingly and willfully devise and to execute a

1 scheme to defraud TRICARE, a health care benefit program affecting  
2 commerce, as defined in 18 U.S.C. § 24(b), and to obtain by means of  
3 materially false and fraudulent pretenses, representations, and  
4 promises, money and property owned by, and under the custody and control  
5 of, TRICARE, in connection with the delivery of, and payment for, health  
6 care benefits and services.

7 Object of the Conspiracy

8 13. It was the object of the conspiracy for the defendants and  
9 their co-conspirators to unlawfully enrich themselves by submitting  
10 fraudulent claims to TRICARE, a federal benefit program, for compounded  
11 drugs prescribed to TRICARE beneficiaries, which prescriptions had been  
12 induced by kickbacks paid and promised to be paid to TRICARE  
13 beneficiaries and marketers, while concealing those kickbacks from DHA,  
14 TRICARE, and Express Scripts.

15 Manner and Means of the Conspiracy

16 14. The manner and means by which the defendants and their co-  
17 conspirators sought to accomplish the objects of the conspiracy  
18 included, among other things:  
19

20 15. In CFK's application to the Board of Pharmacy to be a  
21 nonresident pharmacy, CFK did not submit W.W., T.S., and R.M. and instead  
22 listed only C.F. and A.F., who had no role in operating CFK or The  
23 Medicine Shoppe.

24 16. CFK falsely represented to the California Board of Pharmacy  
25 that The Medicine Shoppe called each patient via telephone before filling  
26 a prescription and only shipped medication to patients with whom it had  
27 direct communication. In reality, however, The Medicine Shoppe  
28

1 regularly shipped compound drugs to TRICARE beneficiaries in the  
2 Southern District of California without ever speaking to the recipient.

3 17. In January 2015, CFK submitted a Change of Ownership  
4 Application to Express Scripts as required by the TRICARE regulations.  
5 In that application, CFK falsely represented that The Medicine Shoppe  
6 anticipated that 1) only 5% of its prescription business would be conducted  
7 via mail order; 2) only 15% of its prescription business would be for  
8 out of state patients; and 3) that none of its prescriptions would be  
9 compounds.

10 18. The Change of Ownership Application also omitted mention of  
11 W.W., T.S., R.M., or Walters LLC as owners or management of CFK and  
12 failed to disclose the fact that these individuals had ownership interest  
13 in other pharmacies.

14 19. In the Change of Ownership Application, CFK agreed as well to  
15 comply with the Express Script's Provider Manual, which requires, among  
16 other things, that pharmacies provide reasonable and appropriate drug  
17 consultation and counseling services to patients. In reality, however,  
18 The Medicine Shoppe regularly failed to do so.

19 Payment of Kickbacks by the Pharmacy

20 20. As part of the conspiracy, in violation of the Federal Anti-  
21 Kickback Statute, CFK, its officers, and related companies, paid  
22 kickbacks in the form of a percentage of gross revenue received by CFK  
23 for claims submitted to TRICARE for compounded drug prescriptions. These  
24 kickbacks were paid to companies and individuals who recruited and paid  
25 TRICARE beneficiaries (straw beneficiaries) to sign up to receive  
26 compounded drug prescriptions covered by TRICARE's pharmacy benefits.  
27  
28

Patient Recruitment

1  
2  
3 21. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS,  
4 through RXPRESS and RMI, operated a multi-level marketing scheme, the  
5 goal of which was to recruit straw TRICARE beneficiaries for the purposes  
6 of receiving fraudulent compounded drug prescriptions to be filled by  
7 pharmacies, including The Medicine Shoppe, and induce those  
8 beneficiaries to, in turn, recruit additional straw TRICARE  
9 beneficiaries.

10 22. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS  
11 and their network of marketers offered and paid the straw TRICARE  
12 beneficiaries monetary compensation in exchange for receiving compounded  
13 drugs. If beneficiaries recruited additional TRICARE beneficiaries,  
14 JIMMY COLLINS and ASHLEY COLLINS paid the recruiters a portion of the  
15 share of monetary compensation received by the beneficiaries they  
16 recruited.

17 23. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS  
18 instructed their network of marketers to falsely tell TRICARE  
19 beneficiaries that they would receive compounded prescription  
20 medications as part of a medical trial, and in exchange for doing so,  
21 that they would be paid a monthly sum, typically \$300 per month. In  
22 reality, no study was taking place and this monthly sum was an illegal  
23 kickback to the straw beneficiaries.

24 24. As part of the conspiracy, marketers working on behalf of  
25 JIMMY COLLINS and ASHLEY COLLINS directed straw beneficiaries to falsely  
26 represent on a pre-printed form that they had seen a doctor, though the  
27 marketers were aware at the time that the straw beneficiaries filled out  
28 the form that the beneficiaries had neither seen nor spoken to any

1 medical professional regarding the compounded prescription medications  
2 prescribed to them.

3 Employing Prescribers Through CHOICE MD

4 25. JIMMY COLLINS and ASHLEY COLLINS used RXPRESS and RMI to  
5 operate CHOICE MD, a medical clinic located in Cleveland, Tennessee. At  
6 Choice MD, JIMMY COLLINS and ASHLEY COLLINS employed two doctors, S.V.  
7 and C.L. S.V. was an emergency room physician licensed in Tennessee.  
8 C.L. was an emergency room physician licensed in Georgia. Choice MD  
9 also employed C.C., a nurse practitioner who was authorized to write  
10 prescriptions under the supervision of S.V.

11 26. As part of the conspiracy, between October 2014 and May 2015,  
12 CHOICE MD paid S.V., C.L., and C.C. to write thousands of prescriptions  
13 for straw TRICARE beneficiaries recruited by the network of marketers  
14 run by JIMMY COLLINS and ASHLEY COLLINS. S.V., C.L., and C.C. wrote  
15 these prescriptions despite never conducting a legitimate medical  
16 evaluation.

17 27. As part of the conspiracy, based on false pretenses,  
18 representations, and promises, from December 1, 2014 through May 9,  
19 2015, TRICARE paid approximately \$50,252,045 to The Medicine Shoppe for  
20 3,191 compounded prescriptions authorized by S.V. for straw  
21 beneficiaries located in the Southern District of California and  
22 elsewhere.

23 28. Over the same time period, the other co-conspirator doctor,  
24 C.L., wrote 1,251 compounded medication prescriptions for straw  
25 beneficiaries in the Southern District of California and elsewhere,  
26 totaling over \$15,427,467.  
27



1                   Receipt of Kickbacks by JIMMY COLLINS and ASHLEY COLLINS

2  
3           29.       In the aggregate, between October 2014 and May 2015, CFK  
4 submitted claims to seeking more than \$65,000,000 in payments for  
5 compounded drugs prescribed by these three individuals and filled at The  
6 Medicine Shoppe.

7           30.       In exchange for recruiting straw TRICARE beneficiaries to  
8 receive compounded medications, JIMMY COLLINS and ASHLEY COLLINS were  
9 paid kickbacks, in the form of monthly commissions, from their co-  
10 conspirators based on a percentage of the value of the reimbursements  
11 paid by TRICARE to pharmacies operated by W.W. and T.S., including The  
12 Medicine Shoppe. Between February 2015 and July 2015, these kickback  
13 payments totaled at least \$45,736,277.

14                   Payment of Kickbacks by JIMMY COLLINS and ASHLEY COLLINS

15           31.       As a part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS  
16 then, in turn, paid a lesser kickback, in the form of monthly  
17 commissions, to the marketers working to sign up straw beneficiaries.

18           32.       As part of the conspiracy, co-conspirator J.M. worked as a  
19 marketer for JIMMY COLLINS and ASHLEY COLLINS. Between December 2014  
20 and February 2015, J.M. was an active duty member of the United States  
21 Marine Corps ("USMC"), Marine Aviation Logistics Squadron 11, last based  
22 at Miramar Air Station, San Diego, CA. J.M. recruited his fellow Marines  
23 to be straw beneficiaries and marketers for JIMMY COLLINS and ASHLEY  
24 COLLINS.

25           33.       As part of the conspiracy, K.A. was also a co-conspirator  
26 marketer working on behalf of JIMMY COLLINS and ASHLEY COLLINS. From  
27  
28

1 June 2011 until February 2017, K.A. was an active duty member of the  
2 US Navy, last based at Marine Corps Station, Miramar, CA.

3 34. Each month, ASHLEY COLLINS sent J.M., K.A., and the other  
4 marketers based in the Southern District of California a spreadsheet  
5 showing each prescription sent to a straw beneficiary and the  
6 reimbursement received from TRICARE. J.M. and his fellow marketers  
7 identified which prescriptions were sent to straw beneficiaries whom  
8 they had recruited. Using this information, ASHLEY COLLINS calculated  
9 the illegal kickback amount due to each marketer.

10 35. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS  
11 made the following payments via wire transfer to co-conspirator J.M.:

Date:	Payment:	Wire Transfer "Reference":
02/19/15	\$1,203,386.63	JAN COMMISSION
03/23/15	\$1,413,551.06	FEB COMMISSION
03/26/15	\$122,000	COMMISSION

15 36. As part of the conspiracy, JIMMY COLLINS and ASHLEY COLLINS  
16 sent the following payments to K.A. via wire transfer:

Date:	Payment:
02/19/2015	\$429,924.16
03/23/2015	\$230,007.60
03/26/2015	\$279,570.68

21 37. Using the funds paid to them by JIMMY COLLINS and ASHLEY  
22 COLLINS, K.A. and J.M. and the other marketers paid the straw  
23 beneficiaries that they had recruited the monthly fee that had been  
24 promised as part of the sham medical study.

25 Effect on TRICARE

26 38. By concealing from TRICARE and Express Scripts that illegal  
27 payments were being made to doctors, beneficiaries, marketers, and other  
28 individuals involved in the submission of claims for reimbursement for

1 compounded drugs as set forth above, and misrepresenting that C.L.,  
 2 S.V., and C.C. had actually examined and treated the straw beneficiaries  
 3 prior to prescribing the compounded drugs, the conspirators fraudulently  
 4 overbilled TRICARE more than \$65 million.

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

6  
 7 Counts 2 through 7  
 8 Payment of Illegal Remuneration  
 9 (Violations of 42 U.S.C. § 1320a-7b(b)(2))

10 39. Paragraphs 1 through 16 of the Introductory Allegations of  
 11 this Indictment are realleged and incorporated by reference.

12 40. From in or around February 2015 through in or around June  
 13 2015, within the Southern District of California and elsewhere,  
 14 defendants JIMMY COLLINS and ASHLEY COLLINS, did knowingly and willfully  
 15 offer to pay and did pay remuneration directly and indirectly, overtly  
 16 and covertly, in cash and in kind to J.M., K.A., and others, to induce  
 17 them to refer individuals to doctors and compounding pharmacies for the  
 18 furnishing and arranging for the furnishing of prescription compounded  
 19 drugs, payment for which was made in whole and in part under a federal  
 20 health care program, namely, TRICARE, each payment forming a separate  
 21 count:

22

Count:	Recipient:	Date of Payment:	Amount of Payment:
23 2	J.M.	02/19/2015	\$1,203,386.63
24 3	J.M.	03/23/2015	\$1,413,551.06
25 4	J.M.	03/26/2015	\$122,000
26 5	K.A.	02/19/2015	\$429,924.16
27 6	K.A.	03/23/2015	\$230,007.60
28 7	K.A.	03/26/2015	\$279,570.68

All in violation of Title 42, U.S.C. Section 1320a-7b(b)(2).

Forfeiture Notice  
(18 U.S.C. § 982(a)(7))

1  
2  
3 41. Upon conviction of the felony offense alleged in Count 1 of  
4 this Indictment and pursuant to Title 18, United States Code,  
5 Section 982(a)(2), and Rule 32.2, Federal Rules of Criminal Procedure,  
6 Defendants JIMMY COLLINS, ASHLEY COLLINS, and CFK, Inc., shall forfeit  
7 to the United States any property, real or personal, which constitutes  
8 or was derived from proceeds obtained directly or indirectly as a result  
9 of or involved in the offense, including, but not limited to:

- 10 1. \$746,798.32 in funds from Acct # 2425341597 held in the name  
11 of CFK, Inc. at Wells Fargo Bank, Bountiful, UT
- 12 2. 2015 LandRover Range Rover Sport, VIN SALWR2TF6FA608676, LP#  
13 7KDE133 (CA)
- 14 3. 2015 Audi R8, VIN WUAENAFG1F7001002, LP# 7KDE198 (CA)
- 15 4. 2014 MV Augusta Motorcycle, VIN ZCGGEGNU1EV003816, LP# 22F4276  
16 (CA)
- 17 5. Assorted Gold and Silver Bars
- 18 (a) One (1) Pamp Suisse Lady Fortuna 1-troy ounce gold bar  
19 SN: B277937
- 20 (b) One (1) Pamp Suisse Lady Fortuna 1-troy ounce gold bar;  
21 SN: 863233
- 22 (c) One (1) Pamp Suisse Lady Fortuna 1-troy ounce gold bar;  
23 SN: 850574
- 24 (d) Forty (40) NTR Metals 10-troy ounce silver bars
- 25 6. \$100,000.00 in funds from Acct #9553416303 held in the name  
26 of JM Elite at JP Morgan Chase Bank, San Diego, CA
- 27 7. 2015 Lexus NX 200t, VIN JTUYARBZ2F2005369, LP# 7JXR219  
28 (CA)
8. 2015 Aston-Martin Vanquish Coupe, VIN SCFLMCFU0FGJ02106,  
LP# V0975U (TN)
9. 2015 Aston-Martin 2-door Convertible Coupe, VIN  
SCFFDAFM1FGB16133, LP# V0976U (TN)
10. 2016 Land Rover Range Rover, VIN SALWG2PF2GA104076, LP#  
B971359 (TN)

- 1 11. 2006 Freightliner Tractor, VIN 1FUBCYDJ76HW24043, LP#  
2 J804099 (TN)
- 3 12. 2016 Cimarron Lonestar Trailer, VIN 5PASG3638GC010017, LP#  
4 unknown (TN)
- 5 13. Miscellaneous Jewelry
- 6 (a) Gent's Rolex Oyster Perpetual Yacht-Master II Watch  
7 (SN: Unknown)
- 8 (b) Unisex Rolex Stainless steel and Platinum midsize Yacht-  
9 Master Watch (SN: 1M6461M4)
- 10 (b) Gent's Rolex Oyster Perpetual Submariner Date Watch Gold  
11 and Silver (SN: Y9651537)
- 12 14. 2016 Rolls Royce Wraith 2-door Coupe, VIN  
13 SCA665C51GUX85975, LP# X9315Y (TN)
- 14 15. Miscellaneous Heavy Machinery
- 15 (a) John Deere 459 Silage Special Round Baler PR, SN:  
16 1E0045SAFF410514
- 17 (b) John Deere HX15 Flex Wing Rotary Cutter 540 RPM stump  
18 jumpers - single suction blades - 6 wheels, SN:  
19 1POHX15EJFP042849
- 20 (c) Kuhn SR110, SN: B2558
- 21 (d) John Deere 333E Compact Track Loader, SN:  
22 1T0333EMPFE285437
- 23 (e) John Deere Worksite Pro PA30 Planetary Drive Auger, SN:  
24 1TOPA30XVF0004331
- 25 (f) John Deere Worksite Pro GT80 Brush Tined Grapple, SN:  
26 1TOGT80XPF0000569
- 27 (g) Tubeline TLR 5000 AX2, SN: 15R021
- 28 (h) John Deere 6175R Cab Tractor MX15, SN:  
1RW6175RPF020357
- (j) John Deere 375A Backhoe, SN: 1LV0375AHF00201
14. 2015 Polaris Ranger 900RGR Crew ATV, VIN  
3NSRUE878FG886162
15. 2015 Polaris Ranger 1000 Razor XP, VIN 3NSVDE99XFF381776
16. 2015 Polaris Ranger 1000 Razor XP, VIN 4XAVDE996FB308657

- 1 17. All funds from Voya Insurance and Annuity Company Contract  
2 Policy A001767-SP held in the name of Jimmy and Ashley Collins,  
3 Chattanooga, TN
- 4 18. 2017 P82-16 Model 8216 78.7 Feet Yacht, Hull# XFAP32161617,  
5 Reg. # 1274713 (FL)
- 6 19. Miscellaneous Heavy Machinery
- 7 (a) John Deere 3033R Compact Utility Tractor (24PTO hp), SN:  
8 1L3033RAFP213506
- 9 (b) John Deere H160 Loader Stock, SN: 1POH160XTGX003327
- 10 (c) John Deere Z970R Commercial Ztrak, SN:  
11 1TC970RDCFT030001
- 12 20. Miscellaneous Heavy machinery
- 13 (a) John Deere MX10 Rotary Cutter Bushhog, SN:  
14 WOMX10E008022
- 15 (b) John Deere XUV 825 BSE Gator, SN: 1M0825GEHEM089039
- 16 (c) John Deere 6125 M Cab Tractor, SN: 1L06125MEFG824183
- 17 (d) John Deere H340 Farm Loader, SN: 1POH340XEFD012508
- 18 (d) 2015 Frontier AP12G Fixed Pallet Fork for Current Loaders  
19 with Global Carrier, SN: 1XFAP12GCF0010510
- 20 21. Real property located at 5904 and 5908 Grasshopper Road,  
21 Birchwood, Tennessee including all appurtenances,  
22 improvements, and attachments thereon, more particularly  
23 described as:

24 BEGINNING on the Southern Right of Way of Grasshopper Road, said  
25 point also being the Northeasternmost corner of the William  
26 Carpenter property as described in Book 3971, page 734, in the  
27 Register's Office of Hamilton County, Tennessee; thence from said  
28 point of beginning and following along said right of way, South 59  
degrees 40 minutes 90 seconds East, 52.45 feet to a point; thence  
leaving said right of way South 12 degrees 43 minutes 35 seconds  
West, 241.64 feet to a point; thence South 32 degrees 28 minutes  
45 seconds West, 241.78 feet to a point; thence South 22 degrees  
00 minutes 25 seconds West, 523.44 feet to a point; thence South  
40 degrees 18 minutes 11 seconds West, 771.65 feet to a point;  
thence South 42 degrees 58 minutes 46 seconds East, 360.45 feet to  
a point; thence South 26 degrees 39 minutes 06 seconds West, 588.36  
feet to a point; - thence South 27 degrees 36 minutes 05 seconds  
West, 392.68. feet to a point; thence South 30 degrees 07 minutes  
57 seconds West, 158.32 feet to a point; thence South 54 degrees  
01 minutes 23 seconds West, 365.54. feet to a point; thence South  
33 degrees 09 minutes 55 seconds West, 647.14 feet to a point;  
thence North 62 degrees 42 minutes 23 seconds West, 1006.82 feet

1 to a point; thence North 25 degrees 39 minutes 05 seconds East,  
 2 2274.75 feet to a point; thence South 61 degrees 25 minutes 55  
 3 seconds East, 919.55 feet to a point; thence North 40 degrees 18  
 4 minutes 11 seconds East, 757.71 feet to a point; thence North 22  
 5 degrees 00 minutes 25 seconds East, 519.98 feet to a point; thence  
 6 North 32 degrees 28 minutes 45 seconds East, 237.65 feet to a point;  
 thence North 12 degrees 43 minutes 35 seconds East, 248.79 feet to  
 a point on the Southern right of way of Grasshopper Road and being  
 the point of beginning. All as shown on a survey by Jimmy L  
 Richmond, TN registered surveyor #917 and dated July 15, 2004.

and  
 BEGINNING at the Northeast line of Grasshopper Road at its  
 intersection with the Northwest corner of property of Bazemore, et  
 al (Book 5199, page 643, ii) the Register's Office of Hamilton  
 County, Tennessee); thence South 11 degrees 37 minutes 01 seconds  
 East, 88.78 feet; thence South 13 degrees 53 minutes 07 seconds  
 West, 56.70 feet; thence South 25 degrees 11 minutes 35 seconds  
 West, 43.96 feet; thence South 29 degrees 13 minutes 59 seconds  
 West, 132.94 feet; thence South 22 degrees 25 minutes 54 seconds  
 East, 190.91 feet; thence South 30 degrees 40 minutes 16 seconds  
 East, 168.69 feet; thence 30 degrees 37 minutes 19 seconds East,  
 83.01 feet; thence South 33 degrees 56 minutes 27 seconds East,  
 137.12 feet; thence South 30 degrees 03 minutes 14 seconds East,  
 72.92 feet; thence North 58 degrees 33 minutes 41 seconds East,  
 75.31 feet; thence South 29 degrees 17 minutes 00 seconds East,  
 50.85 feet; thence South 20 degrees 35 minutes 59 seconds West,  
 305.80 feet; thence South 24 degrees 53 minutes 3 J seconds West,  
 J 02.42 feet; thence South 08 degrees 35 minutes 09 seconds West,  
 51.52 feet; thence South 16 degrees 13 minutes 05 seconds East,  
 36.30 feet; thence South 32 degrees 51 minutes 59 seconds East,  
 35.38 feet; thence South 58 degrees 48 minutes 02 seconds East,  
 37.79 feet; South 66 degrees 30 minutes 36 seconds East, 25.43  
 feet; thence South 69 degrees 20 minutes 51 seconds East, 220.63  
 feet; thence South 58 degrees 37 minutes 00 seconds East, 21.10  
 feet; thence South 49 degrees 29 minutes 46 seconds East, 22.54  
 feet; thence South 32 degrees 25 minutes 54 seconds East, 22.72  
 feet; thence South 20 degrees 33 minutes 37 seconds East, 55.61  
 feet; thence South 02 degrees 45 minutes 50 seconds East, 169.79  
 feet; thence South 11 degrees 07 minutes 59 seconds East, 131.53  
 feet; thence South 17 degrees 58 minutes 00 seconds East, 323.78  
 feet to an iron pin found; thence along the line of property of P.  
 Tyree, et ux (Book 7249, page 348, in the said Register's Office),  
 South 75 degrees 54 minutes 12 seconds West, 1,517.65 feet; thence  
 North 82 degrees 01 minutes 05 seconds West, 432.65 feet; thence  
 North 81 degrees 34 minutes 44 seconds West, 492.42 feet thence  
 North 44 degrees 44 minutes 38 seconds West, 360.79 feet to a wood  
 post found; thence along property of W. Carpenter, and access flag  
 of Tyree, (Book 3971, page 734, in the said Register's Office),  
 North 38 degrees 31 minutes 59 seconds East, 771.65 feet; thence  
 North 20 degrees 14 minutes 14 seconds East, 523.41 feet; thence  
 North 30 degrees 41 minutes 42 seconds East, 241.80 feet; thence  
 North 10 degrees 58 minutes 06 seconds East, 241.64 feet; thence  
 South 61 degrees 28 minutes 06 seconds East, 5.86 feet; thence  
 along the line of Grasshopper Road, on a left-handed curve, South  
 80 degrees 42 minutes 48 seconds East, radius =275.00 feet; length=

184.78 feet, chord a distance of 181.28 feet; thence North 80 degrees 02 minutes 30 seconds East, 279.21 feet; thence on a left-handed curve, North 62 degrees 05 minutes 57 seconds East, radius=300.00 feet; length =187.89 feet, a chord distance of 184.84 feet; thence North 44 degrees 09 minutes 24 seconds East, 588.40 feet; thence on a right-handed curve, North 51 degrees 48 minutes 57 seconds East, radius =575.76 feet; length =153.93 feet; a chord distance of 153.47 feet; thence on a right-handed curve, North 61 degrees 021 seconds 27 minutes East, radius =575.76 feet, length =31.48 feet; a chord distance of 31.47 feet to the beginning point. Said tract containing 84.56 acres as shown by survey of John T. Kinder of Cleveland Surveying Company, TRLs #1519 dated March 14, 2014 styled "Boundary Survey for-Julian DeFreise Estate".

22. Real property located at 2520, 2522, 2524, 2538 Keith Street NW, Cleveland, Tennessee including all appurtenances, improvements, and attachments thereon, more particularly described as:

LOTS ONE (1), TWO (2), AND THREE (3), COLONY SQUARE, as shown by Plat of record in Plat Book 29, page 88, in the Register's Office of Bradley County, Tennessee (ROBCT), to which reference is made for a more specific description.

23. Real property located at Baker Lane & Blythe Ferry Lane, Parcels 071-048.04 & 072-105, Birchwood, Tennessee including all appurtenances, improvements, and attachments thereon, more particularly described as:

TRACT ONE:

LOCATED IN THE FIRST CIVIL DISTRICT OF MEIGS COUNTY, TENNESSEE, TO-WIT:

LOT ONE (1), FINAL PLAT OF LOTS 1 & 2 BATTON SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN PLAT CABINET 334, PAGES B-B, IN THE REGISTER'S OFFICE OF MEIGS COUNTY, TENNESSEE.

TRACT TWO:

LOCATED IN THE FIRST CIVIL DISTRICT OF MEIGS COUNTY, TENNESSEE, TO-WIT:

TRACT TWO (2), BOUNDARY SURVEY FOR C. BRUCE BATTEN AND B & B FARMS, LLC, PREPARED BY CORNERSTONE SURVEYING, LLC, 7023 SNOW HILL RD, COLTEWAH, TN 37363, JOB NO. 53-09, DATED OCTOBER 6, 2009, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO FIND THE POINT OF BEGINNING, START AT THE SOUTHWEST CORNER OF TRACT 1 IN DEED OF RECORD IN WARRANTY DEED BOOK B5, PAGE 412, IN THE REGISTER'S OFFICE OF MEIGS COUNTY, TENNESSEE, AT THE INTERSECTION OF BAKER LANE AND BLYTHE'S FERRY ROAD; THENCE ALONG THE EASTERN RIGHT OF WAY OF BAKER LANE THE FOLLOWING CALLS AND DISTANCES:



1 NORTH 35 DEGREES 52 MINUTES 20 SECONDS EAST, 29.02 FEET TO A POINT;  
 2 THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 115.76 FEET,  
 3 A RADIUS LENGTH OF 737.00 FEET, AND A CHORD BEARING OF NORTH 31  
 4 DEGREES 22 MINUTES 21 SECONDS EAST AND DISTANCE OF 115.64 FEET, TO  
 5 A POINT; THENCE NORTH 26 DEGREES 52 MINUTES 22 SECONDS EAST, 558.41  
 6 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH  
 7 OF 43.20 FEET, A RADIUS LENGTH OF 507.00 FEET, AND A CHORD BEARING  
 8 OF NORTH 24 DEGREES 25 MINUTES 55 MINUTES EAST AND DISTANCE OF  
 9 43.19 FEET, TO A POINT; THENCE NORTH 21 DEGREES 59 MINUTES 27  
 10 SECONDS EAST, A DISTANCE OF 354.09 FEET TO A POINT; THENCE ALONG A  
 11 CURVE WITH AN ARC LENGTH OF 17.53 FEET, A RADIUS LENGTH OF 493.00  
 12 FEET, A CHORD BEARING OF NORTH 23 DEGREES 00 MINUTES 35 SECONDS  
 13 EAST, AND DISTANCE OF 17.53 FEET TO A POINT; THENCE NORTH 24 DEGREES  
 14 01 MINUTES 43 SECONDS EAST, A DISTANCE OF 101.85 FEET TO A POINT;  
 15 THENCE CROSSING OVER TO THE WESTERN RIGHT-OF-WAY OF BAKER LANE,  
 16 NORTH 65 DEGREES 58 MINUTES 17 SECONDS WEST, A DISTANCE OF 14.00  
 17 FEET TO A POINT; THENCE ALONG A 50 FOOT INGRESS/EGRESS AND UTILITY  
 18 EASEMENT, NORTH 25 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE  
 19 OF 316.14 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER  
 20 OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING; THENCE  
 21 CONTINUING ALONG SAID EASEMENT, NORTH 25 DEGREES 12 MINUTES 50  
 22 SECONDS EAST, A DISTANCE OF 545.44 FEET TO A POINT, THE NORTHEAST  
 23 CORNER OF THE HEREIN DESCRIBED PROPERTY; THENCE NORTH 66 DEGREES  
 24 15 MINUTES 41 SECONDS WEST, A DISTANCE OF 750 FEET TO T.V.A.  
 25 MONUMENT 662-3; THENCE SOUTH 66 DEGREES 44 MINUTES 49 SECONDS WEST,  
 26 A DISTANCE OF 750.69 FEET TO T.V.A. MONUMENT 664-1 AND 662-4; THENCE  
 27 SOUTH 66 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 1,248.01  
 28 FEET TO THE POINT OF BEGINNING. LEGAL DESCRIPTION TAKEN FROM PRIOR  
 DEED.

16 SUBJECT TO AND ALSO CONVEYED HERewith A UTILITY AND INGRESS/EGRESS  
 17 EASEMENT BEING FIFTY FEET IN WIDTH AND ADJOINING THE EASTERN LINE  
 18 OF THE ABOVE DESCRIBED TRACT, AND INCLUDING THE ENTIRETY OF THE  
 19 BAKER LANE RIGHT-OF-WAY AS IT EXTENDS FROM BLYTHE'S FERRY ROAD AS  
 20 DESCRIBED ABOVE AND EXTENDING 36 FEET EASTWARDLY FROM SAID RIGHT-  
 21 OF-WAY ADDITIONALLY, FOR A TOTAL DISTANCE OF 50 FEET, AS SET FORTH  
 22 IN WARRANTY DEED BOOK B5, PAGE 412, IN THE REGISTER'S OFFICE OF  
 23 MEIGS COUNTY, TENNESSEE (ROMCT).

24. Real property located at 3601 Blythe Ferry Lane, Birchwood,  
 Tennessee including all appurtenances, improvements, and  
 attachments thereon, more particularly described as:

Lot One (1), FINAL PLAT of Lots 1 & 2 Batton Subdivision, as shown  
 by plat of record in Plat Cabinet 334, Pages B-B in the Register's  
 Office of Meigs County, Tennessee.

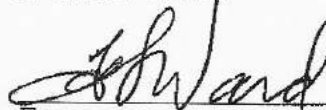
25. 2016 Freightliner M2-106, VIN 3ALACVCY5GDGV1174, LP# J7-04447  
 (TN)

1 42. If, as a result of any act or omission of defendants JIMMY  
2 COLLINS, ASHLEY COLLINS, or CFK, Inc, any of the above-described  
3 forfeited property, cannot be located upon the exercise of due diligence;  
4 has been transferred or sold to, or deposited with, a third person; has  
5 been placed beyond the jurisdiction of the Court; has been substantially  
6 diminished in value; or has been commingled with other property which  
7 cannot be subdivided without difficulty, it is the intent of the United  
8 States, pursuant to Title 21, United States Code, Section 853(p), made  
9 applicable herein by Title 18, United States Code, Section 982(b), to  
10 seek forfeiture of any other property of the defendants up to the value  
11 of the property described above subject to forfeiture.

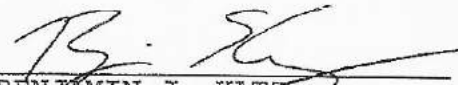
12 All pursuant to Title 18, United States Code, Section 982(a)(2).


13 DATED: January 24, 2018.

14 A TRUE BILL:

15   
16 Foreperson

17 ADAM L. BRAVERMAN  
18 United States Attorney

19 By:   
20 BENJAMIN J. KATZ  
21 Assistant U.S. Attorney

22 By:   
23 MARK W. FLETCHER  
24 Assistant U.S. Attorney  
25  
26  
27  
28