

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

LETITIA JAMES,
Attorney General of the State of New York,

Plaintiff-Claiming Authority,

- and -

STATE OF NEW YORK,

Co-Plaintiff,

- against -

SUMMONS

**MIGUEL ANGEL BARON SEPULVEDA,
GUARDIOLA PHARMACY INC.,
BARON PHARMACY INC.,
PRIME HOME ENTERPRISE LLC,
BAR&CA LLC,**

Index No. _____ / _____

Criminal Defendants,

- and -

**Medco Management LLC,
98 St Alliance LLC, and
Solumesp SAS Corp.,**

Non-Criminal Defendants

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiffs' attorneys a Verified Answer to the Summons and Verified Complaint in this action within twenty (20) days after the service of this Summons, exclusive of the day of service. If this summons is not personally served upon you, or if this summons is served upon you outside of the State of New York, then

your Answer must be served within thirty (30) days. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

The basis of venue designated is the place where the criminal trial may be conducted pursuant to CPLR Article 13-A.

Dated: New York, New York
October 7, 2026

LETITIA JAMES
Attorney General of the State of New York
Claiming Authority and
Attorney for the Co-Plaintiff State of New York

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LETITIA JAMES,
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VERIFIED COMPLAINT

**MIGUEL ANGEL BARON SEPULVEDA,
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BARON PHARMACY INC.,
PRIME HOME ENTERPRISE LLC,
BAR&CA LLC,**

Index No. _____/_____

Criminal Defendants,

- and -

**Medco Management LLC,
98 St Alliance LLC, and
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Non-Criminal Defendants

Plaintiffs, Letitia James, Attorney General of the State of New York as Claiming Authority under CPLR Article 13-A, and the State of New York, by Letitia James, Attorney General of the State of New York, complaining of the above-named Defendants, allege upon information and belief, that:

I. PRELIMINARY STATEMENT

1. This is an asset forfeiture and civil recovery action that seeks to recover damages amounting to at least \$31,801,927.97 suffered as a result of Defendants' unlawful scheme to enrich themselves at the expense of vulnerable New Yorkers, including individuals fighting HIV,

and taxpayers by stealing public funds from the New York State Medical Assistance Program (“Medicaid”) and the New York State AIDS Drug Assistance Program (“ADAP”) (jointly referred to hereinafter as “government payors”). As set forth herein, this scheme was effectuated through Criminal Defendant **MIGUEL ANGEL BARON SEPULVEDA**’s (“**BARON**” or “**MIGUEL BARON**”) network of pharmacies, which is the subject of an ongoing criminal investigation and prosecution.

2. **MIGUEL BARON** operates and controls **GUARDIOLA PHARMACY INC.** (“**GUARDIOLA PHARMACY**”) and **BARON PHARMACY INC.** (“**BARON PHARMACY**”), Medicaid- and ADAP- enrolled and funded pharmacies located in Queens County that are engaged in widespread pharmacy fraud.

3. **MIGUEL BARON** and his associates targeted Medicaid and ADAP recipients for whom HIV drugs were prescribed by paying kickbacks to HIV patients willing to send their prescriptions to **BARON**’s pharmacies. **BARON**’s pharmacies targeted HIV patients because government payors pay as much as \$150 per *pill* for HIV drugs, making the scheme staggeringly lucrative. By paying kickbacks to patients prescribed HIV drugs, **BARON**’s pharmacies collected an inordinate proportion of HIV prescriptions. In 2025, for example, over 94.5% of the amount Medicaid paid to **BARON PHARMACY** and over 82.9% of the amount Medicaid paid to **GUARDIOLA PHARMACY** was attributable to HIV drugs. Additionally, **BARON**’s pharmacies targeted patients enrolled in government-assisted health programs like Medicaid and ADAP because these low-income patients would be more susceptible to accepting the cash kickbacks the pharmacies paid to build their customer base.

4. **BARON** and his associates then encouraged those Medicaid- or ADAP-enrolled HIV patients—often indigent—to sell their medications back to the pharmacy, rather than take

them as prescribed. Forgoing HIV medications poses a real risk to the indigent patients on which **BARON** and his associates preyed: individuals living with HIV rely on strict adherence to a prescribed drug regimen to reduce their chances of developing AIDS, prolong their life expectancy, and reduce the risk of exposing others to the virus. Failure to take medications as prescribed can allow the HIV virus to replicate in the body, become resistant to treatment, and increase the risk of spreading the virus. Thus, by taking advantage of an indigent patient population living with HIV or AIDS, **BARON** and his associates robbed these individuals of life-saving treatment and increased the risk of spreading a costly, painful, devastating disease which New York has spent decades fighting through taxpayer-funded public health initiatives such as ADAP.

5. **BARON** and his associates bought drugs back from HIV patients to cheaply amass an inventory of pills for the pharmacies. The pharmacies convinced patients to sell back their medication for hundreds of dollars per bottle (a fraction of what government payors had already paid the pharmacy), whereas that same bottle would cost thousands of dollars from a legitimate wholesaler.

6. **BARON** and his associates bought drugs back from HIV patients to reduce the amount of drug inventory the pharmacies had to stock. “Buy-backs” allowed the pharmacies to simply recirculate pills, reducing the inventory the pharmacies would otherwise have to acquire from legitimate sources. Each pharmacy would go through the charade of dispensing medication to a patient, only to buy it back at a later time. **BARON** and his associates effectively recycled pills by removing the prior patient’s label from the bottle with lighter fluid or other DIY cleaning solutions and then dispensing the “diverted” medication to the next patient, continuing until or unless an unlucky patient, expecting factory-fresh medication of verified safety and efficacy,

actually consumed the medication in the refurbished bottles. All the while, the pharmacies billed Medicaid repeatedly for these recycled pills as though they had been newly purchased through legitimate channels. According to Plaintiffs' investigation, **BARON PHARMACY** and **GUARDIOLA PHARMACY** only purchased enough medication through legitimate channels to cover 47 percent of the pills they claimed to have dispensed to Medicaid and ADAP customers and for which they unlawfully sought reimbursement.

7. **MIGUEL BARON** first effectuated this fraud scheme at **GUARDIOLA PHARMACY**, and it proved so lucrative that in 2017 he opened **BARON PHARMACY**—a mere block away from **GUARDIOLA PHARMACY**—to avoid attracting too much attention to any single pharmacy. **MIGUEL BARON** attempted to expand his pharmacy empire further with 102 Center Care Pharmacy Inc. d/b/a Center Care Pharmacy but Medicaid denied enrollment to the pharmacy. The fact that **BARON** was denied the opportunity to enroll additional fraudulent pharmacies in the Medicaid Program in no way diminished the breathtakingly lucrative nature of the scheme.

8. Indeed, using only the two Medicaid-enrolled pharmacies at issue herein, **GUARDIOLA PHARMACY** and **BARON PHARMACY**, **MIGUEL BARON** mined this vulnerable patient population to extract an astounding \$75 million dollars from the Medicaid program over the last 12 years. Just between January 1, 2023 and April 29, 2026 (the "Relevant Period"), Medicaid paid these pharmacies \$36,794,315.63. During the same period, ADAP paid these pharmacies \$20,719,438.54. As set forth herein, at least \$31,801,927.97 of this amount was unlawfully obtained.

9. Criminal Defendants **BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY** never bought sufficient legitimate inventory to cover the vast quantity of

expensive HIV medication they claimed to dispense and for which they sought reimbursement. According to MFCU's analysis, during the Relevant Period, **GUARDIOLA PHARMACY** and **BARON PHARMACY** collectively billed government payors for 481,839 pills of HIV medications, yet the pharmacies jointly purchased only 312,939 pills of those HIV medications from legitimate sources. This "inventory shortfall" means that **GUARDIOLA PHARMACY** and **BARON PHARMACY** were paid \$31,801,927.97 for HIV prescriptions that they filled using illegal, diverted medication bought off their own indigent customers, or for which no medication was dispensed at all. In doing so, **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY** netted tens of millions of dollars in criminal profits.

10. The ultimate goal of **MIGUEL BARON** and his associates was to launder and squander the proceeds of their criminal activities for their personal gain. They effectuated the money laundering scheme by funneling money stolen from government payors to entities owned by **BARON** and his associates, including Criminal Defendants **PRIME HOME ENTERPRISE LLC** ("**PRIME HOME ENTERPRISE**") and **BAR&CA LLC** ("**BAR&CA**") and Non-Criminal Defendants **Medco Management LLC** ("**Medco Management**") and **Solumesp SAS Corp.** ("**Solumesp SAS**").

11. As set forth below, **BARON** converted the money stolen from government payors into no less than seven luxury properties in the Miami area and massive amounts of cash. **BARON** also used the pharmacies to fund his credit card spending and lavish purchases, including a Mercedes Benz, a Lexus, travel, and tickets to sporting events like the FIFA World Cup.

12. Further, after MFCU executed a search warrant at **GUARDIOLA PHARMACY** and **BARON PHARMACY** in March 2026, **BARON** booked a one-way ticket out of the United

States and was intercepted and arrested at LaGuardia Airport on June 10, 2026 carrying his Colombian passport, his U.S. passport, an expired Colombian passport, \$5,842 in U.S. currency, and \$1,363,000 in Colombian Pesos.

13. On September 1, 2026, Criminal Defendants **MIGUEL BARON, GUARDIOLA PHARMACY**, and **BARON PHARMACY** were criminally indicted for Grand Larceny in the First Degree (Penal Law §155.42), Health Care Fraud in the First Degree (Penal Law § 177.25), and Prohibited Practices by a Medical Assistance Provider (Social Services Law § 366-d(2)(b)(ii)). Also on September 1, 2026, Criminal Defendants **MIGUEL BARON, GUARDIOLA PHARMACY, BARON PHARMACY**, and **PRIME HOME ENTERPRISE** were indicted for Money Laundering in the First Degree (Penal Law § 470.20(1)(b)(ii)(A) & (iii)); Criminal Defendant **BAR&CA** was indicted for Money Laundering in the Second Degree (Penal Law § 470.15(1)(b)(ii)(A) & (iii)). All the indicted crimes arise from the scheme described in this Verified Complaint.

14. Plaintiffs bring this action against Criminal Defendants **MIGUEL BARON, GUARDIOLA PHARMACY, BARON PHARMACY, PRIME HOME ENTERPRISE**, and **BAR&CA** pursuant to Article 13-A of the Civil Practice Law and Rules (“CPLR”) seeking a judgment of forfeiture in the amount of the proceeds and substituted proceeds of the crimes for which the Criminal Defendants have been indicted, \$31,801,927.97. The Plaintiffs also name **Medco Management, Solumesp SAS**, and **98 St Alliance LLC** as Non-Criminal Defendants, pursuant to CPLR Article 13-A, seeking proceeds, substituted proceeds, and instrumentalities of the crimes committed by **MIGUEL BARON, GUARDIOLA PHARMACY, BARON PHARMACY, PRIME HOME ENTERPRISE**, and **BAR&CA**.

15. Furthermore, Plaintiffs bring additional causes of action under the New York False Claims Act, State Finance Law § 188, et seq., Social Services Law § 145-b, Executive Law § 63 (12), Executive Law § 63-c, and the common law theories of fraud, unjust enrichment, intentional misrepresentation, and misappropriation of public funds. Pursuant to the New York False Claims Act, State Finance Law § 188, et seq., and Social Services Law § 145-b, Plaintiffs are entitled to treble damages, amounting to \$95,405,783.91, obtained as a result of the massive fraudulent billing scheme perpetrated by the Criminal Defendant **MIGUEL BARON** and his wholly-owned companies **GUARDIOLA PHARMACY** and **BARON PHARMACY**.

16. The information alleged herein is alleged upon information and belief and is based on information obtained during the investigation conducted by the Office of the New York State Attorney General, Medicaid Fraud Control Unit (“MFCU”) into the matters described herein.

II. THE PARTIES

A. The Plaintiffs

17. Plaintiff-Claiming Authority Letitia James is the Attorney General of the State of New York (“Claiming Authority”) and was at all times relevant to this action a person authorized by CPLR § 1310 (11) to commence an action under CPLR Article 13-A.

18. Plaintiff State of New York (hereinafter “State”) was at all times relevant to this action a sovereign state of the United States of America.

19. The New York State Medicaid Program provides medical services for the needy. The New York State Medicaid Fraud Control Unit (“MFCU”), under the supervision of the Attorney General and under the authority of law, investigates, prosecutes and recovers funds

from persons who commit fraud against the Medicaid Program and who otherwise violate New York penal and civil laws.

B. The Criminal Defendants¹

20. Criminal Defendant **MIGUEL BARON** is an individual residing 440-19 North Broadway in Yonkers, New York 10701.

21. Criminal Defendant **GUARDIOLA PHARMACY** was at all times relevant to this action an incorporated business owned by Criminal Defendant **MIGUEL BARON** with a principal place of business at 93-12 Roosevelt Avenue in Jackson Heights, New York 11372.

22. Criminal Defendant **BARON PHARMACY** was at all times relevant to this action an incorporated business owned by Criminal Defendant **MIGUEL BARON** with a principal place of business at 93-05 37th Avenue in Jackson Heights, New York 11372.

23. Criminal Defendant **PRIME HOME ENTERPRISE** was at all times relevant to this action a limited liability company owned by Criminal Defendant **MIGUEL BARON** and Hamid Hosseinipour with a principal place of business of 77 Jefferson Avenue in Roslyn Heights, NY 11578.

24. Criminal Defendant **BAR&CA** was at all times relevant to this action a limited liability company owned by Criminal Defendant **MIGUEL BARON** with a principal place of business of 8045 NW 104th Avenue, Apt. 21 in Doral, Florida 33178.

¹ For ease of reference, the names of the “Criminal Defendants” are set forth in **BOLD CAPITAL LETTERS**. The Criminal Defendants are named in Count One—the CPLR Article 13-A forfeiture cause of action brought by the Attorney General as Claiming Authority—and are designated as “Criminal Defendants” pursuant to CPLR Article 13-A. These defendants are also ordinary civil defendants in the statutory and common law causes of action brought herein by the State.

C. The Non-Criminal Defendants²

25. Non-Criminal Defendant **Medco Management** was at all times relevant to this action a limited liability company owned by **MIGUEL BARON** and Hamid Hosseinipour with a principal place of business at 77 Jefferson Avenue in Roslyn Heights, NY 11578.

26. Non-Criminal Defendant **Solumesp SAS** was at all times relevant to this action an incorporated business owned by **MIGUEL BARON**'s brother-in-law, Aristides Campo, with a principal place of business at 2500 SE 23rd Terrace, Homestead, Florida 33035.

27. Non-Criminal Defendant **98 St Alliance LLC** was at all times relevant to this action a limited liability company with a principal place of business of 23-77 24 Street, Astoria, New York 11105.³

III. JURISDICTION AND VENUE

28. Pursuant to Executive Law § 63(3), the Attorney General of the State of New York has criminal jurisdiction over the offenses underlying the instant civil forfeiture action and is an appropriate claiming authority as that term is defined in CPLR 1310(11).

29. Venue is proper in this County pursuant to CPLR 1311(10)(b), in that the Criminal Defendants listed in Section II.B, *supra*, were indicted therein for Grand Larceny in the

² For ease of reference, the names of the Non-Criminal Defendants are set out in **bold standard type**. Certain Non-Criminal Defendants are each named as ordinary civil defendants in the statutory and common law causes of action brought by Plaintiffs in Counts Two through Eight of this Complaint. In addition, all Non-Criminal Defendants are named in Count One, the CPLR Article 13-A forfeiture cause of action brought by the Attorney General as Claiming Authority, and are designated as "Non-Criminal Defendants" pursuant to CPLR § 1310 (10). The term "Non-Criminal Defendant" is a statutory term based upon the party's procedural status in this civil litigation and does not reflect any determination as to criminal liability or lack of criminal liability.

³ The property at this address is owned by 24 St Alliance LLC, which is owned by Hamid Hosseinipour.

First Degree, Health Care Fraud in the First Degree, Prohibited Practices by a Medical Assistance Provider, and Money Laundering in the First or Second Degree. Therefore, the Defendants listed in Section II.B, *supra*, are each a “Criminal Defendant” as defined in Article 13-A of the Civil Procedure Law and Rules, CPLR 1310(9).

IV. APPLICABLE REGULATIONS AND STATUTES

A. Medicaid Billing Regulations

30. Medicaid is a joint state and federal program designed to provide medical care to those who would otherwise not be able to afford it. The Medicaid Program provides no-cost medical services to eligible needy persons, including prescription medications. Beneficiaries must meet defined income thresholds to be eligible for Medicaid.

31. Medicaid in New York State is administered by the New York State Department of Health (“DOH”) pursuant to statutes, rules, and regulations.

32. MFCU, under the supervision of the Attorney General and under the authority of law, investigates, prosecutes and recovers funds from persons who commit fraud against the Medicaid Program and who otherwise violate New York penal and civil laws.

33. Through regulations, provider and policy manuals, and periodic Medicaid Updates, DOH sets the rules and regulations for services and reimbursement requests that are applicable to all Medicaid providers statewide. All providers expressly certify familiarity and compliance with all such statutes, rules, and regulations.

34. Enrollment as a Medicaid provider is voluntary. A provider must be enrolled in the Medicaid Program to receive Medicaid funds for items billed directly to Medicaid. (*See* 18

NYCRR § 504.1; *see also* 18 NYCRR § 504.6 (procedures upon acceptance and restrictions upon the provider's use of their identifying number).)

35. A provider is required to be familiar with the Medicaid Program's rules and regulations specific to that provider's services as well as the published monthly Medicaid Updates. (*See generally*, DOH Medicaid Provider Manual "Information for All Providers – Keeping Current with Policy Information".)

36. By enrolling as a Medicaid provider, a healthcare provider must agree to abide by all rules and regulations of the Medicaid Program pursuant to Title 18 of the Official Compilation of Codes, Rules and Regulations of New York State, Section 504.3. (*See* 18 NYCRR § 504.3(i); *see also* 18 NYCRR § 515.2(a)(1).) Further, 18 NYCRR § 504.6(d) requires that a provider can submit Medicaid claims only for services provided in compliance with Title 18 of the Official Compilation of Codes, Rules and Regulations of New York State.

37. Medicaid providers submit an annual certification to Medicaid affirming their compliance with all program rules and regulations. (*See generally*, "Information for all Providers – General Billing" available on the DOH website, eMedNY.org; *see also* 18 NYCRR §§ 504.3, 540.7.) The statement says:

I (or the entity) have furnished or caused to be furnished the care, services, and supplies itemized and done so in accordance with applicable federal and state laws and regulations. . . . In submitting claims under this agreement, I understand and agree that I (or the entity) shall be subject to and bound by all rules, regulations, policies, standards, fee codes and procedures of the New York State Department of Health and the Office of the Medicaid Inspector General as set forth in statute or title 18 of the Official Compilation of Codes, Rules and Regulations of New York State and other publications of the Department, including eMedNY Provider Manuals and other official bulletins of the Department.

Medicaid certifications remain in effect until a new certification is signed by the provider.

38. Additionally, as a condition of participation and payment, Medicaid requires all providers to identify and disclose the name of any “person with an ownership or control interest” of five percent or more and the identity of any “managing employee.” (18 NYCRR § 504.2; *see also* 18 NYCRR § 502.2 (h), (i), (j) (defining “managing employee,” “ownership interest,” and “person with an ownership or control interest”)). Agreeing to abide by these disclosure requirements on a continuing basis is a prerequisite for participation in the Medicaid Program. (18 NYCRR §§ 504.2 (b), 504.3 (b); *see generally* 18 NYCRR § 502.1, *et seq.* (regarding the disclosure requirements) and 8 NYCRR § 502.5 (“The information specified in § 502.4 of this Part must be provided upon application for enrollment and annually thereafter to the department”)).

39. Significantly, a managing employee means “a general manager...director or other individual who exercises operational or managerial control over or who directs or indirectly conducts the day-to-day operation of an institution...and includes, but is not limited to...supervising pharmacists” (18 NYCRR § 502.2 (h)).

40. Pharmacies that participate in the Medicaid Program, and the supervising pharmacist at each such pharmacy, must be licensed by the Board of Pharmacy (“BOP”) and be enrolled as a Medicaid provider. (*See* 18 NYCRR § 504.1 (b)). The owner and supervising pharmacist are responsible for the proper conduct of the pharmacy and for insuring that the pharmacy conforms to the applicable laws and regulations. (*See* Educ. L. § 6808 (2)(c), (e), Rule of the Board of Regent Part 29.7 (a)(22)).

B. Unacceptable Practices in the Medicaid Program

41. An “unacceptable practice” is “conduct by a person which conflicts with any of the policies, standards or procedures of the State of New York as set forth in the Official Codes,

Rules and Regulations of the Department of Health or any other State or Federal statute or regulation that relates to the quality of care, services and supplies or the fiscal integrity of the Medicaid Program.” (New York State Medicaid Program, Information for All Providers – General Policy Manual, page 64 (Version 2022-2).)

42. More specifically, “an unacceptable practice is conduct which constitutes fraud or abuse,” and includes “false claims, [such as] submitting or causing to be submitted, a claim or claims for unfurnished medical care, services or supplies.” (18 NYCRR § 515.2(b)(1)(i).)

43. An unacceptable practice further includes “making, or causing to be made any false, fictitious or fraudulent statement or misrepresentation of material fact in claiming a medical assistance payment, or for use in determining the right to payment.” (18 NYCRR § 515.2 (b)(2)(i).)

44. Further, pursuant to 18 NYCRR § 518.1(c), an “overpayment includes any amount not authorized to be paid under the medical assistance program, whether paid as the result of inaccurate or improper cost reporting, improper claiming, unacceptable practices, fraud, abuse or mistake.”

45. Similarly, “[n]o payment will be made for medical care, services, or supplies ordered or prescribed by any person while that person is excluded [from participating as a Provider in the Medicaid Program], nor for any medical care, services or supplies ordered or prescribed in violation of any condition of participation in the program.” (18 NYCRR § 515.5(b).)

46. Accordingly, the Medicaid Program will not knowingly pay claims resulting from unacceptable practices, and all claims for payment submitted to Medicaid resulting from

unacceptable practices are in violation of a material condition of payment of the New York State Medicaid Program.

C. Kickbacks

47. It is a crime for Medicaid providers to solicit medical services—e.g., to offer, agree to give, or give any payment or other consideration in any form to another person to the extent such payment or other consideration is given for the referral of services. (New York Social Services Law (“SSL”) § 366-d and § 366-f; 42 U.S.C. § 1320a-7b (b)). These statutes, which carry felony and misdemeanor penalties, prohibit the payment of kickbacks and inducements related to the provision of health care. SSL § 366-d and § 366-f specifically criminalize the payment of kickbacks to recipients in exchange for the provision of Medicaid services. SSL § 366-d covers conduct by a Medicaid provider while SSL § 366-f covers conduct by anyone acting in concert with a Medicaid provider who acts with an intent to defraud.

48. Under DOH regulations, kickbacks also constitute an “unacceptable practice” and are a basis for sanction or exclusion from the Medicaid Program. (18 NYCRR § 515.2 (b)(5)(iii)).

49. Similarly, 18 NYCRR § 515.2 (b)(15) states, in relevant part, that “[o]ffering or providing any premium or inducement to a client in return for the client’s patronage of the provider or other person to receive care, services or supplies under” Medicaid is also an “unacceptable practice” that would not qualify for reimbursement. In other words, the Medicaid Program will not reimburse claims for services predicated on kickbacks.

50. Further, the Medicaid Provider Manual explicitly lists as an unacceptable practice “[s]oliciting, receiving, offering or agreeing to make any payment for the purpose of influencing a Medicaid enrollee to either utilize or refrain from utilizing any particular source of care,

services or supplies” (New York State Medicaid Program – Information for All Providers – General Policy, Unacceptable Practices, Version 2022-2, p. 25).

51. A Medicaid provider who pays a kickback to a patient to receive, or for having received medical services, has committed “unprofessional conduct” because they have undermined the integrity of the Medicaid Program; exercised an undue influence over the patient; subjected the patient to treatment and testing that is potentially unnecessary or dangerous; potentially deprived the patient of meaningful medical care; and exploited the patient for financial gain. (*See* 8 NYCRR § 29.1 (b)(2)-(3)).

52. Accordingly, Medicaid-enrolled pharmacy providers are prohibited from paying cash to Medicaid recipients to induce them into giving their prescriptions to their respective pharmacies so they could be billed to Medicaid.

D. Diverted Prescription Medication

53. In the United States, drug manufacturers deliver prescription medications to end users (such as pharmacies, doctors, hospitals, and clinics) either directly or through wholesale prescription medication suppliers. Specifically, drugs are often moved from the drug manufacturer to a wholesaler, typically one of the “Big-Three” wholesalers (McKesson, Cardinal, and Amerisource Bergen) or to smaller “secondary wholesalers,” and ultimately to patients through end users, such as retail pharmacies, hospitals or clinics. In the prescription medication wholesale market, there is often one wholesaler that delivers a particular medication from the manufacturer to the end user. In other cases, the initial wholesaler sells the medication to another wholesaler, who may in turn sell them to another, and so on. Although elements of the secondary market are entirely legitimate, aspects of this system allow criminal diverters or

pharmacies, whether an entity or an individual, to acquire “diverted” drugs re-routed from their intended channels of distribution.

54. Purchasing or distributing medications through sources that don’t strictly adhere to the rules and regulations governing the handling of prescription medications by wholesale distributors, such as those requiring clean facilities, proper storage conditions, precise packaging/labeling, and quarantined areas for the storage of prescription medications that are outdated or damaged, can expose members of the public to health dangers if they ingest such diverted medications. Therefore, New York State pharmacies are only permitted to buy medications from licensed primary or secondary wholesalers, whether in or out of State. (Educ. L. §§ 6808 (1); 6808-b (2)). No person is permitted to possess medications for the purpose of wholesaling, or to offer medications for sale at wholesale, unless registered by the New York State Education Department. (Educ. L. § 6808 (1)). This is to ensure the purity of prescription medications and public safety.

55. Prescription drug diversion also violates New York Penal Law Article 178. Under the New York Penal Law, it is a criminal diversion act “[to] receive, in exchange for anything of pecuniary value, a prescription medication...with knowledge or reasonable grounds to know that the seller or transferor is not authorized by law to sell or transfer such prescription medication.” See Penal Law § 178.00 (3)(b).

56. A task force of the United States Food and Drug Administration (“FDA”) has summarized the problem of diverted drugs as follows:

Diversion is the sale of drugs outside of the distribution channels for which they were originally intended. Diverted drugs can originate domestically, when there is illegal redirection of prescription drugs from other legitimate sources, such as free samples supplied to health care providers or lower-priced drugs intended for nonprofit clinics or Medicaid programs. . . . Our

current regulatory system does not have legitimate, regulated channels for such diverted drugs (even if authentic) to re-enter the drug distribution system. Consequently, there is no reliable mechanism in place to distinguish effective authentic lower-cost drugs from drugs that simply appear to be so, but are not legitimate and may be harmful.

(See Counterfeit Drug Task Force Interim Report, part IIB (Oct. 2003), available at https://www.govinfo.gov/app/details/GOVPUB-HE20_4000-PURL-LPS112182).

57. Drug diverters financially benefit from trafficking in diverted prescription medications when diverted medications are sold to secondary wholesalers or end users. As uncovered by MFCU in numerous investigations, individuals purchase prescription medications without proper documentation, outside proper and normal distribution channels, for less than the medication's market value or for kickbacks, and then resell the diverted drugs to, among others, retail pharmacies for sale to customers, as if the medications had been legitimately obtained.

58. In MFCU's experience, due to a high reimbursement rate, HIV/AIDS medications are commonly purchased by street-level diverters from needy recipients in New York State who are willing to sell medications, initially paid for by Medicaid, simply to make a few dollars. These diverters purchase medications from these needy Medicaid recipients for pennies compared to the actual value of the medications. For example, a diverter will pay a Medicaid recipient \$400 for a bottle of HIV/AIDS medication that has a retail value of around \$4,000. Once the medication leaves the regulated drug supply chain and is purchased from someone whom the purchaser knows or has reason to know is not "authorized to sell" the medication, that medication is then diverted and unlawful to re-sell. (See Penal Law § 178.00 (3)(c)). Nonetheless, the diverter may then re-sell the medication to other diverters or directly to a retail pharmacy often for a huge profit. Given the low cost for which the diverters obtained the medication, such pharmacies are likewise able to purchase diverted medication at a high

discount. The margins are even greater where, as here, the pharmacies run their own diversion operations through delivery drivers paid by the pharmacy.

59. These pharmacies, like **GUARDIOLA PHARMACY** and **BARON PHARMACY**, then dispense diverted medications, for which the origin and quality cannot be verified, to unsuspecting patients. In such a scenario, various insurers, including government payors, will pay for the same bottle of medication two or more times. After dispensing the diverted medication to unsuspecting patients, complicit pharmacies will bill Medicaid for such diverted medications and in reliance thereon, Medicaid will pay for that medication at full price. Ultimately, patients, without their knowledge, receive black market medications that have been adulterated, stored, transported, or labeled improperly. The effectiveness and safety of such medication thus cannot be properly verified and guaranteed, putting vulnerable patients at grave risk.

V. THE CRIMINAL CONDUCT

A. The Fraudulent Billing Scheme

GUARDIOLA PHARMACY

60. **GUARDIOLA PHARMACY** is a retail pharmacy located at 93-12 Roosevelt Avenue in Jackson Heights, NY.

61. **GUARDIOLA PHARMACY** has been enrolled as a Medicaid provider since March 11, 2015 under Medicaid identification number 04107062 and National Provider Identification (NPI) number 1649688144.

62. According to disclosures filed with Medicaid, in or around March 2017, **MIGUEL BARON** bought out his partners, Rogelio Fernandez and Ernesto Egas, and became

the sole owner of **GUARDIOLA PHARMACY**. **MIGUEL BARON** is the sole signatory on all of **GUARDIOLA PHARMACY**'s bank accounts known to MFCU. Between 2017 and 2023, **MIGUEL BARON** also served as the supervising pharmacist for **GUARDIOLA PHARMACY**.

63. Between 2017 and 2025, **MIGUEL BARON** signed annual certifications as part of **GUARDIOLA PHARMACY**'s ongoing enrollment in the Medicaid program. Despite his attestation otherwise, **MIGUEL BARON**, acting on his own account and by, through, and in concert with **GUARDIOLA PHARMACY**, violated Medicaid laws by submitting, or causing to be submitted, claims to Medicaid on behalf of **GUARDIOLA PHARMACY** for diverted or adulterated drugs and for claims that were tainted by kickbacks. **MIGUEL BARON**, acting on his own account and by, through, and in concert with **GUARDIOLA PHARMACY**, thereby submitted false claims to Medicaid in violation of the New York False Claims Act.

BARON PHARMACY

64. **BARON PHARMACY** is a retail pharmacy located at 93-05 37th Avenue in Jackson Heights, NY.

65. **BARON PHARMACY** has been enrolled as a Medicaid provider since December 7, 2017 under Medicaid identification number 04900125 and NPI number 1356871818.

66. According to disclosures filed with Medicaid, **MIGUEL BARON** is the sole owner of **BARON PHARMACY**. Since December 7, 2017, an individual named Hamid Hosseinipour has served as supervising pharmacist for **BARON PHARMACY**.

67. **MIGUEL BARON** was the sole signatory of **BARON PHARMACY**'s Chase Bank account that received payments directly from Medicaid (such accounts shall be referred to

hereinafter as an “EFT Account”), until March 2021, when he added the pharmacy’s supervising pharmacist, Hamid Hosseinipour, as a signatory. This account was closed in March 2024.

68. In April 2023, **BARON PHARMACY** changed its EFT account to an account it opened at Bank of America that month. Bank of America was unable to confirm the signatories for this account, but MFCU’s review indicates that all or nearly all of the checks withdrawn from that account were signed by **MIGUEL BARON**.

69. **MIGUEL BARON** and Hamid Hosseinipour were both signatories on the non-EFT accounts **BARON PHARMACY** opened at Dime Savings Bank in January 2024 (closed January 2025) and at Signature Bank in September 2024 (a non-EFT pharmacy account shall be referred to hereinafter as a “Secondary Account”). On March 16, 2026, **MIGUEL BARON** removed Hosseinipour from at least one of the two open **BARON PHARMACY** accounts known to MFCU, the Signature Bank Secondary Account.

70. Between 2017 and 2025, **MIGUEL BARON** signed annual certifications as part of **BARON PHARMACY**’s ongoing enrollment in the Medicaid program. Despite his attestation otherwise, **MIGUEL BARON**, acting on his own account and by, through, and in concert with **BARON PHARMACY** violated Medicaid laws by submitting or causing to be submitted, claims to Medicaid on behalf of **BARON PHARMACY** for diverted or adulterated drugs and for claims that were tainted by kickbacks. **MIGUEL BARON**, acting on his own account and by, through, and in concert with **BARON PHARMACY**, thereby submitted false claims to Medicaid in violation of the New York False Claims Act.

B. The BARON Pharmacies Paid Kickbacks to Medicaid Recipients to Induce Them to Fill Their Prescriptions at the Pharmacies

71. **MIGUEL BARON**'s pharmacies maintained a compliant customer base by paying kickbacks to Medicaid recipients, either in store or upon home delivery of their medications.

72. Throughout its investigation, MFCU confirmed through numerous undercover operations that **MIGUEL BARON**'s pharmacies were paying kickbacks to Medicaid recipients to entice them to fill and to continue filling their prescriptions at the pharmacies.

73. For example, one confidential informant was paid \$600 on two separate occasions in 2024 for filling a three-month supply of Biktarvy at **GUARDIOLA PHARMACY**. Pharmacy employees confirmed to the confidential informant that both his prescriptions and "the money" were ready. MFCU detectives observed that the confidential informant had received a white plastic bag from the pharmacy containing \$600 in cash and 3 bottles of Biktarvy.

74. Records seized from **BARON PHARMACY** during execution of the search warrant in March 2026 indicate that in addition to paying kickbacks for filling prescriptions, the pharmacies paid additional kickbacks to patients who recruited new patients for the pharmacies.

75. Significantly, **MIGUEL BARON** was physically present inside the pharmacies during some of the undercover operations and was observed counting and packaging cash for immediate distribution to kickback recipients. A MFCU informant confirmed that **MIGUEL BARON** occasionally directly paid cash kickbacks to recipients.

76. **MIGUEL BARON** and his associates also effectuated their scheme through delivery drivers, who would deliver medications and kickbacks to Medicaid and ADAP customers. MFCU's investigation revealed that the pharmacies sent delivery drivers out with

cash placed in the pharmacy medication bags or with color-coded envelopes containing kickbacks for Medicaid and ADAP insured customers. (**BARON PHARMACY** generally gave Medicaid patients blue envelopes, containing \$150 each, and gave ADAP patients green envelopes, containing \$200 each. The pharmacies paid ADAP patients more as the program's reputation of auditing less frequently made it more valuable.)

C. The BARON Pharmacies Engage in Drug Diversion

77. In addition to orchestrating the above-described kickback scheme, **MIGUEL BARON** and his associates are involved in a large-scale drug diversion scheme.

78. The profit margin on prescription medications lawfully obtained from licensed wholesale distributors and dispensed to Medicaid recipients is modest. This is by design: Medicaid sets reimbursement rates based on statistically averaged acquisition costs, allowing only a small "professional dispensing fee" of about \$10. (See NYRx Medicaid Pharmacy Program Pharmacy Manual Policy Guidelines, Version 2026-2, pp. 32-33, 48 https://www.emedny.org/ProviderManuals/Pharmacy/PDFS/Pharmacy_Policy_Guidelines.pdf.) Therefore, kickbacks would not be economically viable unless the pharmacies were obtaining medication at a significantly lower cost, i.e., through unlawful means.

79. **BARON's** pharmacies exploited their own customers to obtain lower-cost HIV drugs. **BARON** and his associates paid indigent Medicaid patients to forego their clinically necessary HIV medications and to sell those drugs back to the pharmacies, a practice called "buy-backs." Through this conduct, **BARON** and his associates bypassed legitimate distributors and wholesalers and amassed an inventory of illegal, diverted medications on the cheap. MFCU's investigation showed that the **BARON** pharmacies submitted Medicaid reimbursement claims for HIV/AIDS medications dispensed to individuals who subsequently sold their

medication back to the pharmacies, for the pharmacies to re-dispense. In these instances, the pharmacies may bill Medicaid numerous times for the same bottle of pills.

80. As with the kickback scheme, delivery drivers often served as a conduit for **BARON**'s pharmacies to buy back HIV drugs. MFCU's investigation revealed that the pharmacies' delivery drivers collected HIV medications and brought them to the pharmacy; the pharmacies provided delivery drivers with cash payments and gift cards for patients willing to sell HIV medications. Customers were paid around \$400 for each bottle they sold back to the pharmacy. This scheme incentivizes patients to forego their prescribed medications at risk to their health and can also distort their medical records if they're not actually taking the medications their doctors prescribe.

81. The pharmacies submitted false claims for reimbursement to Medicaid for dispensing the diverted drugs, a practice which is prohibited by Medicaid. This pattern has repeated itself each and every month.

82. **MIGUEL BARON** was intimately involved in the execution of the drug diversion scheme. In addition to regularly giving cash to the delivery drivers, **BARON** ferried diverted medications between his pharmacies, and controlled diverted inventory.

83. Additionally, MFCU's financial analysis, described in the paragraphs to follow, demonstrates that the pharmacies did not purchase sufficient quantities of medications from licensed New York State pharmaceutical wholesalers to account for the amount of medications they claim to have dispensed to Medicaid recipients. This disparity is commonly referred to as an "Inventory Shortfall." As set forth below, the massive Inventory Shortfall represents over \$31 million dollars in claims submitted to Medicaid for prescription HIV drugs that the pharmacy could not have lawfully filled.

D. HIV Medication Diversion Schemes Demonstrated by Inventory Shortfall

84. MFCU auditors compared invoices and other purchase records from licensed wholesalers for **BARON PHARMACY** and **GUARDIOLA PHARMACY** against Medicaid and ADAP claims data. MFCU's analysis revealed that the pharmacies separately and collectively failed to purchase sufficient quantities of prescription medications from licensed wholesalers to account for the quantity of medication they claim to have dispensed to Medicaid and ADAP recipients.

85. According to MFCU's analysis, during the Relevant Period, Medicaid paid **GUARDIOLA PHARMACY** over \$14 million for HIV medication, representing 127,200 pills. During that same period, ADAP paid **GUARDIOLA PHARMACY** almost \$5.4 million for HIV medication, representing 45,960 pills. However, **GUARDIOLA PHARMACY** only purchased 115,740 pills from licensed wholesalers, meaning that over 58,000 of the HIV pills that **GUARDIOLA PHARMACY** billed for during that time period were either obtained from illegal sources or never provided (this amount is referred to as the "inventory shortfall"). Based on the Medicaid rate for the medications, that inventory shortfall means that **GUARDIOLA PHARMACY** unlawfully obtained \$7,286,605.93 in Medicaid payments during the Relevant Period.

86. According to MFCU's analysis, during the Relevant Period, Medicaid fee for service paid **BARON PHARMACY** over \$22 million for HIV medication, representing 188,574 pills. During that same period, ADAP paid **BARON PHARMACY** over \$15 million for HIV medication, representing 120,105 pills. However, **BARON PHARMACY** only purchased 111,900 pills from licensed wholesalers, meaning that over 197,199 of the HIV pills that **BARON PHARMACY** billed for during that period were either obtained from illegal sources or

never provided. Based on the Medicaid rate for the medications, that inventory shortfall means that **BARON PHARMACY** unlawfully obtained \$24,515,322.04 in Medicaid payments during the Relevant Period.

87. The pharmacies' preliminary profit margins also indicate fraudulent conduct. Published data from pharmacy industry trade media indicates that profit margins for an independent pharmacy would be expected to fall around 20% on prescription medication.⁴

88. However, the **BARON** pharmacies' bank records reveal that they only paid \$26,265,437.43 to the top known licensed New York State pharmaceutical wholesalers for HIV medications during the Relevant Period. This means that the pharmacies paid \$26,265,437.43 to acquire drugs that Medicaid and ADAP paid the pharmacies \$57,513,754.17 for, representing a profit margin of 54%. Such an outsized differential is a persuasive indicator of fraud. Indeed, in MFCU's experience, a differential between reimbursement payments received and purchases made from licensed pharmaceutical wholesalers of the size uncovered here can only be accounted for by fraudulent and criminal conduct, and virtually every pharmacy convicted of large-scale diversion in New York in recent years has demonstrated such large profit margins.

89. Based upon the Inventory Shortfall and unrealistically high potential profit margins, and the evidence of kickbacks and buy-backs, it is clear that the pharmacies have submitted claims for reimbursement for medication they unlawfully obtained or never dispensed.

⁴ See, e.g., "Rising costs squeeze pharmacy profits," Drug Store News, available at <https://drugstorenews.com/rising-costs-squeeze-pharmacy-profits> (May 8, 2026) (citing to a 2025 National Community Pharmacists Association Digest sponsored by Cardinal Health showing that average gross profit margin was 19.7% in 2023 and 18.2% in 2024).

E. Visual Appearance of HIV Medication Stocked and Dispensed by BARON's Pharmacies Suggests Diversion Scheme

90. Significantly, some of the medication dispensed to confidential informants or seized from the pharmacy and delivery drivers during execution of the search warrant in March 2026 displayed hallmarks of diversion.

91. Prescription medication dispensed by a retail pharmacy can either be packaged in plain bottles to which the retail pharmacy affixes its own dispensing label after filling the bottle from a bulk supply, or it can be packaged in the manufacturer's original bottle, which typically bears both a manufacturer's label and the retail pharmacy's own dispensing label. In either case, a retail pharmacy's dispensing label typically displays, among other things, the name of the patient, the name and amount of the medication, the name and address of the pharmacy, and any relevant dosing information.

92. Hallmarks of diversion include glue or sticker residue on the outside of prescription bottles, damage to manufacturer's labels or bottles (from solvents or instruments used to remove a prior pharmacy label from the manufacturer's label), or remnants of previous pharmacy labels. MFCU detectives observed bottles with these defects in both pharmacies. For example, in **GUARDIOLA PHARMACY** detectives observed a bottle of Descovy on the pharmacy shelf with a ripped manufacturer's label and a black scuff on the cap:



And in **BARON PHARMACY**, detectives observed bottles of Biktarvy with what appeared to be sticker residue on the manufacturer's labels (indicated below with orange arrows).



93. Further, MFCU detectives observed lighter fluid—a solvent frequently used by diverters to remove pharmacy labels—in the staff areas of both **GUARDIOLA PHARMACY** and **BARON PHARMACY**. Below is a photo of lighter fluid found in the staff area of **GUARDIOLA PHARMACY**:



And below is a photo of a yellow bottle of lighter fluid found in a drawer in the staff area of **BARON PHARMACY**, alongside several Biktarvy package inserts:



F. Defendants Defrauded Government Programs by Intentionally Presenting or Causing to be Presented False Claims to Medicaid

94. During the Relevant Period, **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY** knowingly presented or caused to be presented false claims to

Medicaid for reimbursement for diverted medications and for prescriptions obtained through kickbacks. This conduct resulted in the Criminal Defendants' theft of public funds.

95. **MIGUEL BARON** signed annual Medicaid Certification Statements on behalf of **GUARDIOLA PHARMACY** from 2017 to 2025 and on behalf of **BARON PHARMACY** between 2023 to 2025 in which he certified that the pharmacies would bill Medicaid only for services that were actually furnished, and that all claims they submitted for payment would be in compliance with all laws, rules, and regulations of the Medicaid Program.

96. By way of these certifications, **BARON** further certified that at the time of the certification each pharmacy was in compliance with all applicable rules and regulations.

97. Based on these certifications, Medicaid paid \$36,794,315.63 in claims to **BARON PHARMACY** and **GUARDIOLA PHARMACY**—at least \$31,801,927.97 of which the pharmacies could not have legitimately filled.

98. As a result of the conduct described above, the Criminal Defendants, should forfeit \$31,801,927.97 under CPLR Article 13-A. In addition, the Criminal Defendants are liable to the State for treble damages for the fraudulent claims pursuant to the third, fourth, and ninth causes of action below.

VI. DISSIPATION OF PROCEEDS AND SUBSTITUTED PROCEEDS OF THE CRIMINAL CONDUCT

99. **BARON** and his pharmacies fraudulently obtained tens of millions of dollars of Medicaid money as a result of the multi-faceted drug diversion and kickback scheme. During the Relevant Period—less than three and a half years—**MIGUEL BARON**'s pharmacies received at least \$36,794,315.63 million dollars from Medicaid and \$20,719,438.54 from ADAP, the majority of which was fraudulently obtained. As a result of their criminal conduct, **BARON**'s

pharmacies drew in vast sums of money from Medicaid and ADAP but utilized only a fraction of that income to acquire the drugs they sold, leaving them with an inexplicably large surplus of cash. As a result, **BARON** and his associates sought to siphon off and conceal their criminal proceeds through a complicated web of real estate investments, transfers between shell companies, fictitious loans, and cash withdrawals.

100. Indeed, **MIGUEL BARON** and his associates maintained an impressive array of companies and bank accounts across multiple financial institutions that existed primarily, if not solely, to facilitate the transfer, concealment and dissipation of criminal proceeds.

A. GUARDIOLA PHARMACY and BARON PHARMACY Had Little to No Legitimate Income

101. Medicaid generally deposits payments for Medicaid claims directly into Electronic Funds Transfer accounts designated by the providers (“EFT Accounts”). During the Relevant Period, **GUARDIOLA PHARMACY** utilized a Signature Bank account as its EFT Account. **BARON PHARMACY** utilized a Chase Bank account as its EFT Account until March 2024, when it designated a Bank of America account as its EFT Account. MFCU’s investigation revealed that Medicaid reimbursements account for virtually all of the deposits made to the EFT Accounts. To the extent the EFT Accounts received deposits other than Medicaid reimbursements, those deposits were largely circuitous transfers between the other accounts maintained by the pharmacies, **MIGUEL BARON**, or his associates.

102. Each of the pharmacies maintained additional accounts (“Secondary Accounts”), where **BARON** transferred funds from the EFT Accounts. Most, if not all, of the funds in the Secondary Accounts came from the EFT accounts. **BARON PHARMACY** held Secondary

Accounts at Signature Bank and Dime Community Bank. **GUARDIOLA PHARMACY** maintained Secondary Accounts at Bank of America and Chase Bank.

103. Despite the impression presented by circuitous transfers between related parties, virtually all of the money deposited into the pharmacy accounts represented the proceeds of the pharmacies' criminal conduct. **MIGUEL BARON** and his associates ultimately siphoned off these stolen funds for their personal investment and enjoyment.

B. BARON Invested Stolen Funds in Property Development Projects in Queens, NY

104. **BARON** attempted to launder the funds stolen from Medicaid by investing in real estate with the supervising pharmacist for **BARON PHARMACY**, Hamid Hosseinipour, who began working for **BARON** in approximately 2017.

105. In December 2019, **BARON** and Hosseinipour created a company called **PRIME HOME ENTERPRISE** for their real estate investments. According to bank records, **BARON** and Hosseinipour each own 50% of the company. In February 2020, **PRIME HOME ENTERPRISE** purchased a foreclosed home at 37-22 98th Street in Corona, New York for \$665,000.00.⁵ This property is less than half a mile from both **GUARDIOLA PHARMACY** and **BARON PHARMACY**.

106. In January 2021, **BARON** and Hosseinipour formed a second investment vehicle, **Medco Management**. According to bank records, **BARON** and Hosseinipour each own 50% of the company. In June 2021, **Medco Management** purchased a commercial property at 37-49 91st

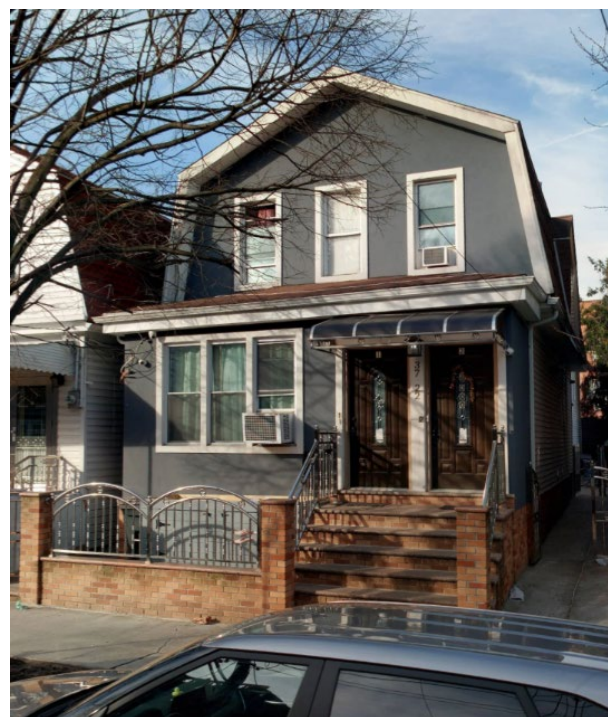
⁵ Before it paid for the property on February 6, 2020, **PRIME HOME ENTERPRISE**'s Signature Bank account received \$450,000 from **GUARDIOLA PHARMACY**'s Chase Bank Secondary Account between January 29, 2020 and February 4, 2020.

Street for \$950,000.⁶ This property is approximately two to three blocks from both

GUARDIOLA PHARMACY and **BARON PHARMACY**.

Between 2020 and 2025, several construction work permits were issued for 37-22 98th Street.

Based on images of the property taken in March 2020 (below, left) and March 2025 (below, right), it appears that the front porch was enclosed and the single-family home was converted to a duplex home. Several exterior improvements were made, including converting the façade from siding to stucco.



107. Between 2021 and 2026, several construction work permits were also issued for the commercial property, 37-49 91st Street. Based on images of the property taken in September

⁶ Before it paid for the property on June 29, 2021, **Medco Management**'s Chase Bank account received \$300,000 from **GUARDIOLA PHARMACY**'s EFT Account, \$100,000 from **BARON PHARMACY**'s Chase Bank EFT Account, \$800,000 from Hosseinipour's Altyn Nur Ltd Co., and \$48,000 from **PRIME HOME ENTERPRISE**'s Signature Bank account between February and June 2021.

2021 (below, left) and March 2026 (below, right), substantial improvements were made to the property.



108. The renovations of both properties appear to have been funded by **BARON**'s pharmacies. MFCU's analysis of bank records revealed that **BARON PHARMACY** paid almost \$2.5 million to construction companies and building materials suppliers during the Relevant Period; **GUARDIOLA PHARMACY** paid an additional \$50,000 during this time period. Notably, according to NYC Department of Building records, no construction was done on the buildings where **GUARDIOLA PHARMACY** and **BARON PHARMACY** are located during the Relevant Period.

109. Bank records show that **BARON PHARMACY** paid substantial amounts directly from its Chase Bank EFT Account to contractors involved in the renovation projects permitted at 37-22 98th Street and 37-49 91st Street. For example, during the Relevant Period, **BARON PHARMACY** paid \$46,487.25 to Pirooz Engineering, P.C., an engineer for both properties. As

another example, during the Relevant Period, **BARON PHARMACY** paid \$605,270.00 to companies owned by the general contractor for both properties, Ramon Tzunun—Omega Developers 21 LLC, Eagle Development 23 LLC, and Omega Stucco Corp. **Medco Management** also made payments during the Relevant Period to Tzunun's construction companies.

110. Further, the pharmacies moved money from pharmacy accounts to the bank accounts for these property investment vehicles. During the Relevant Period, **PRIME HOME ENTERPRISE** received \$137,500 from **BARON PHARMACY**'s Chase Bank EFT Account and \$680,450.75 from **GUARDIOLA PHARMACY**'s EFT Account.⁷ During the same period, **Medco Management** received \$414,750 from **BARON PHARMACY**'s Chase Bank EFT Account and \$706,507.23 from **BARON PHARMACY**'s Dime Community Bank Secondary Account.⁸ **BARON PHARMACY** also used its Chase EFT Account to pay off \$41,292.73 on a **Medco Management** credit card during the Relevant Period.

111. As an example of circuitous transfers, during the Relevant Period, **PRIME HOME ENTERPRISE** transferred \$694,959.52 **Medco Management**; in turn, **Medco**

⁷ **BARON**'s pharmacies also made substantial contributions to **PRIME HOME ENTERPRISE** before the Relevant Period. As indicated in footnote 5, above, **GUARDIOLA PHARMACY** transferred \$450,000 to **PRIME HOME ENTERPRISE** before **PRIME HOME ENTERPRISE** purchased the 98th street property. Additionally, in September 2020, **MIGUEL BARON** wrote a check from **GUARDIOLA PHARMACY**'s EFT account to **PRIME HOME ENTERPRISE** for \$750,000. In 2021, **BARON PHARMACY**'s Chase Bank EFT account paid \$12,000 to **PRIME HOME ENTERPRISE**.

⁸ **BARON**'s pharmacies also made substantial contributions to **Medco Management** before the Relevant Period. As indicated in footnote 6, above, **Medco Management** received \$300,000 from **GUARDIOLA PHARMACY**'s EFT account and \$100,000 from **BARON PHARMACY**'s Chase Bank EFT before **Medco Management** purchased the 91st Street property. Between 2021 and 2022, **Medco Management** received \$221,552 more from **BARON PHARMACY**'s Chase Bank EFT Account and \$220,000 more from **GUARDIOLA PHARMACY**'s EFT Account.

Management transferred \$528,000 to **PRIME HOME ENTERPRISE**; **Medco Management** transferred \$150,000 to **BARON PHARMACY**; and **PRIME HOME ENTERPRISE** transferred \$25,000 to **GUARDIOLA PHARMACY**. These transfers are indicative of financial fraud and money laundering as there appears to have been no valid consideration given in exchange for these payments.

112. According to MFCU's investigation, **PRIME HOME ENTERPRISE** did not appear to have any source of income outside of **BARON**'s pharmacies and contributions **BARON** and Hosseinipour made through other companies they controlled. Similarly, **Medco Management**'s primary sources of income were contributions from **BARON PHARMACY** and other companies associated with **BARON** and Hosseinipour. (In late 2024, **Medco Management** began receiving more substantial rent payments from its commercial tenants; by April 2026, it was receiving about \$13,572.50 a month in rent.)

113. In July 2025, **PRIME HOME ENTERPRISE** sold 37-22 98th Street to **98 St Alliance LLC** for a reported price of \$497,000. **MIGUEL BARON** signed deed documents on behalf of **PRIME HOME ENTERPRISE** and Hosseinipour's then-25-year-old son signed on behalf of **98 St Alliance LLC**. This sale was a non-arms-length transaction for \$168,000 *less than* the property's 2020 foreclosure auction price, and \$428,000 less than the 2024 tax assessment valuation of the property.

114. Although the owner of **98 St Alliance LLC** is not disclosed in Department of State records, the property where it is purportedly located, 23-77 24th Street, Astoria, New York, is owned by 24 St Alliance LLC, which is owned by Hamid Hosseinipour.

115. According to bank records, the payments for the 98th Street property did not come from **98 St Alliance LLC**, but rather 90% came from 27 St Alliance LLC (an entity also

associated with Hosseinipour's 25-year-old son) and 10% came from real estate attorney Paul Solomon (who Hamid Hosseinipour regularly used for real estate transactions). Prior to obtaining the bank check for \$447,300 to **PRIME HOME ENTERPRISE**, 27 St Alliance LLC received \$324,000 from **Medco Management** and over \$1.5 million from Hosseinipour owned companies (\$1,443,000 from Matrix Properties Development and \$47,000 from Melody H. Inc.). Matrix Properties Development received substantial deposits from **BARON**'s pharmacies and the Martinez Companies. Melody H. Inc. did not directly receive money from **BARON**'s pharmacies and the Martinez companies, but it was primarily funded by other Hosseinipour Companies that were themselves primarily funded by deposits from the **BARON PHARMACIES** and the Martinez companies, such as Master Alliance LLC, Holdings BH Mazal LLC, and Altyn Nur Ltd Co.

116. **BARON** renovated these properties on Medicaid's dime and now seeks to profit from those investments. The properties owned by **PRIME HOME ENTERPRISE** and **Medco Management** were vehicles through which **BARON** sought to launder the funds he stole from Medicaid.

C. BARON Used Stolen Funds to Invest in Numerous Properties in the Miami Area

117. **BARON**'s property development investments in Queens County were just the beginning of his real estate money laundering ventures. **BARON** funneled millions of unlawfully obtained dollars from **GUARDIOLA PHARMACY** and **BARON PHARMACY**'s accounts into several real estate investments in Miami, Florida and surrounding areas. MFCU's investigation has revealed that during the Relevant Period, **BARON** purchased two newly built homes in a Miami suburb and units in four pre-construction luxury condominium buildings in Miami.

Altamira Homes

118. In or around March 2024, **BARON** entered into an agreement with developer Lennar Homes to purchase 2350 SE 25th Court in Homestead, Florida, a suburb of Miami within Miami-Dade County. The property is a corner-lot 4-bedroom 3.5-bathroom, two-story home in a gated subdivision called Altamira. Below is an aerial photo of 2350 SE 25th Court in December 2025 from the Miami Dade County Property Appraiser:



119. According to the Lennar Homes website,⁹ the Altamira subdivision includes a golf course and a clubhouse for residents with a fitness center, swimming pool, restaurant, bar,

⁹ See <https://www.lennar.com/new-homes/florida/miami/homestead/altamira/amenities>.

golf pro shop, ballroom, gathering space, and business center. Below is a rendering of the Altamira clubhouse from the Lennar Homes website:¹⁰



120. According to the Purchase Agreement **BARON** signed with Lennar Homes, **BARON** was expected to pay \$775,000 for the property with a \$20,000 initial deposit, \$57,000 on April 30, 2024, \$30,000 on June 28, 2024, \$47,000 on August 30, 2024, and the balance at closing.

121. On March 4, 2024, **BARON** sent \$20,000 from his personal Signature account to Lennar Homes. (In the preceding days, **BARON** moved \$15,000 from the **GUARDIOLA PHARMACY** EFT account into his personal Signature account.) **BARON** then paid \$57,000 from the **PRIME HOME ENTERPRISE** account on April 30, 2024; \$30,000 from the **PRIME HOME ENTERPRISE** account on July 2, 2024, and \$47,000 from the **PRIME HOME ENTERPRISE** account on August 26, 2024.

¹⁰ See https://cdn.lennar.com/api/images/contentassets/f91c565c8f2442978d4c02327a1d5073/dah_altamira_rend_amenity_clubhouse_1of3.jpg?d=20260424T182714&w=2100

122. On November 29, 2024, **BARON** wired \$99,500 from his personal Signature account to Lennar Homes. Although **BARON** made this payment from his personal account, the funds came from the **GUARDIOLA PHARMACY** EFT account. Prior to wiring the November 29, 2024 payment, **BARON** wrote a check for the exact amount—\$99,500—from the **GUARDIOLA PHARMACY** EFT Account to his Signature Bank personal account ending in 8831 with “WIRE” inscribed at the top of the check (see below):

GUARDIOLA PHARMACY INC
93-12 ROOSEVELT AVE
JACKSON HIEGHTS, NY 11372

DATE 11/27/24

PAY TO THE ORDER OF MIGUEL BARON

\$99,500.00

Flagstar Bank

FOR

4610

SECURED BY EZSHIELD

1-1357/260

Security Features

123. To fund the remaining purchase price, on December 11, 2024, **BARON** obtained a mortgage with Bradesco Bank for \$542,900.00. According to Miami Dade property records, Lennar Homes and **BARON** finalized the property transfer on this day, with a sale price of \$775,000.

124. According to bank records, between January 2025 and June 2026, **BARON** paid \$96,541.56 to Bradesco with respect to this mortgage: \$15,767.61 from the **GUARDIOLA PHARMACY** EFT account, \$10,800 from the account of his wholly-owned company, **BAR&CA**, and the remainder from his personal Signature account. The funds in all accounts used to pay for the above-described property were derived from the pharmacies' fraudulent activities, regardless of whether the funds were drawn directly from the pharmacy EFT Accounts or were passed through to **BARON**'s other companies and accounts. As set forth above, the

Pharmacies' EFT Accounts were primarily funded with stolen Medicaid money. In turn, the Secondary Accounts and the accounts maintained by **PRIME HOME ENTERPRISE** and **BAR&CA** were primarily funded with money drawn from the EFT Accounts.

125. In or around March 2024, **BARON** purchased a second home in Lennar Homes's Altamira development at 2500 SE 23rd Terrace in Homestead, Florida.¹¹ This home is another corner-lot 4-bedroom 3.5-bathroom, two-story home just four doors down from the first Lennar Home that **BARON** purchased. Below is an aerial photo of 2500 SE 23rd Terrace in December 2025 from the Miami Dade County Property Appraiser:



126. **BARON** purchased 2500 SE 23rd Terrace in the name of a corporation, **Solumesp SAS**, that is nominally registered to **BARON**'s brother-in-law, Aristides Campo. As

¹¹ This property and the property located at 2350 SE 25th Court, Homestead, FL 33035, as referenced in para.118, above, shall be collectively referred to as the "Altamira Homes."

set forth below, however, this property was paid for using funds from Criminal Defendants

MIGUEL BARON, GUARDIOLA PHARMACY, and PRIME HOME ENTERPRISE.

Further, **BARON** signed mortgage documents for this property on behalf of **Solumesp SAS**, as detailed in paragraph 128, below.

127. **BARON** made payments for 2500 SE 23rd Terrace in a similar manner and on a similar schedule to the first Altamira property. **BARON** paid \$20,000 from his **GUARDIOLA PHARMACY** Bank of America credit card to Lennar Homes on March 1, 2024. **BARON** then sent \$58,999.99 from the Signature Bank account maintained by **PRIME HOME ENTERPRISE** to Lennar Homes on March 15, 2024. He also sent \$39,500 from said **PRIME HOME ENTERPRISE** account to Lennar Homes on September 9, 2024, and then another \$39,500 on September 18, 2024.

128. To fund the remaining purchase price, on December 11, 2024, **BARON** obtained a mortgage with Bradesco Bank for \$581,650.00. The mortgage was issued to **Solumesp SAS**, but **MIGUEL BARON** signed the document (and initialed each page) as an “authorized signor” for the corporation. According to Miami Dade property records, Lennar Homes and **Solumesp SAS** finalized the property transfer on this day, with a sale price of \$775,000.

129. **BARON** made additional payments to Lennar Homes for an as-yet unidentified property under escrow number 111601-016470. On October 30, 2024, **BARON** wired \$638,771.74 to Lennar Homes from **BAR&CA**. The funds in this account were proceeds of **BARON**’s criminal activity. **BARON** formed **BAR&CA** in Florida on September 20, 2024 and opened its bank account on October 2, 2024, less than a month before the wire transaction. Between October 15, 2024 and October 25, 2024, **MIGUEL BARON** signed 5 checks from **PRIME HOME ENTERPRISE** to **BAR&CA** for a total of \$275,000.00. **BARON** wrote a

sixth check for \$75,000 on October 28, 2024, but it was returned on October 30, 2024 due to insufficient funds in the **PRIME HOME ENTERPRISE** account. (On October 30, 2024, **BARON** wrote a check from **BARON PHARMACY** to **PRIME HOME ENTERPRISE** for \$78,000—an apparent attempt to allow the **BAR&CA** check to clear—but the **BAR&CA** check had already been returned.) The remaining funds in the **BAR&CA** account in October 2024 came from a \$398,700.00 “loan” from Hosseinipour-owned Matrix Properties Development Inc.¹² and \$3,000 from **BARON**’s 102 Center Care Pharmacy.

One Twenty Brickell Condo

130.

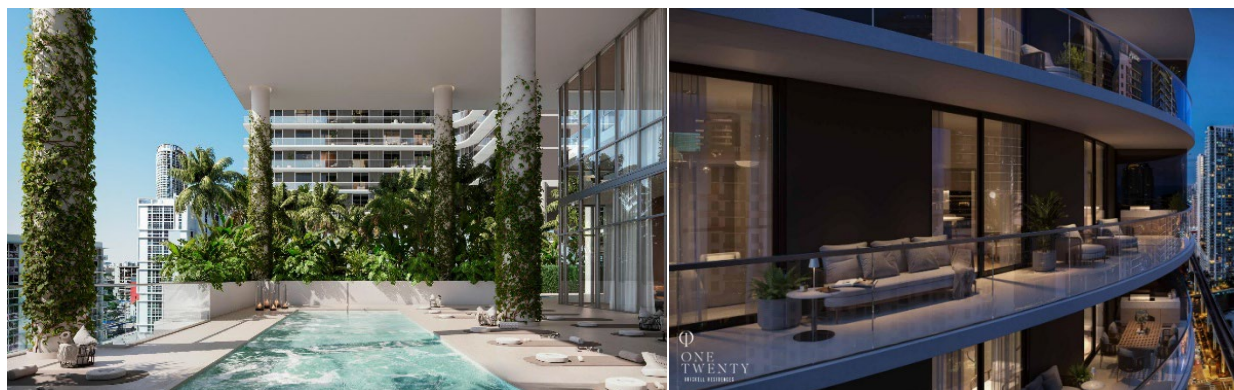
I

n or around September 2024, **BARON** entered into a purchase agreement to pay \$1,377,900 for two units in One Twenty Brickell, a 34-story tower containing 240 fully furnished residences, each including a separate deeded office suite.¹³ The building, which is currently under

¹² Based on **BAR&CA**’s bank records, it does not appear that **BAR&CA** has repaid this “loan.”

¹³ Based on the unit numbers and building floorplan, it appears that one unit may be a residence and one unit may be an office, which is consistent with the building’s declaration that each residence includes a deeded office.

construction, is slated to include a pool, fitness center, wellness spa, pickleball court, owner's lounge, bar, and café. Below are renderings from the developer's website for the property:¹⁴



131. Typically, payments for pre-construction condo buildings in Miami are made in stages, with specified amounts due at reservation, contract signing, groundbreaking (the beginning of construction), and other construction milestones (for example, a building reaching its full height), with the balance due at closing.

132. Bank records show that between October 24, 2024 and February 5, 2026, **BARON** paid \$556,160 to Old Republic National Title Company, the title company for One

¹⁴ See <https://onetwenty.miami/>.

Twenty Brickell. **BARON** paid over half that amount—\$326,765.00—directly from **GUARDIOLA PHARMACY**'s EFT account. **BARON** also paid \$124,396 from the **BAR&CA** bank account, \$15,000 from the **PRIME HOME ENTERPRISE** Signature Bank account, and \$90,000 from his personal Signature Bank account. The timing of the transfers from **BARON**'s personal account emphasize that he funded this purchase with Medicaid money:

- a. October 23, 2025: **BARON** writes a check to himself from **GUARDIOLA PHARMACY** EFT account for \$21,000.00 and deposits it in his personal Signature account;
- b. October 30, 2025: **GUARDIOLA PHARMACY**'s EFT account receives a deposit of \$124,225.51 from NYS DOH (Medicaid); **BARON** writes a check to himself from **GUARDIOLA PHARMACY**'s EFT account for \$50,000 and deposits it in his personal Signature account;
- c. October 31, 2026: **BARON** wires \$65,000 to Old Republic National Title from his personal Signature account;
- d. November 6, 2025: **BARON** writes a check to himself from **GUARDIOLA PHARMACY** EFT account for \$30,000 and deposits it in his personal Signature account;
- e. November 7, 2025: **BARON** wires \$25,000.00 to Old Republic National Title from his personal Signature account.

Villa Miami Condo

133. In or around August 2023, **BARON** purchased a condo in a pre-construction luxury waterfront building marketed as Aria Reserve North, or Villa Miami, being developed at 710 NE 29th Street, Miami, FL 33137 (the “Villa Miami Condo”).

134. According to October 2023 marketing materials,¹⁵ the property boasts “boundless opulence,” “[w]aterfront homes in the sky, finished in bronze –anchored on top by a helicopter pad and below by a dock,” starting at half-floor residences with 4 bedrooms and 4.5 bathrooms.

¹⁵ See https://villamiami.com/uploads/files/VillaMiami_DigitalSalesDeck_Oct2023.pdf.

135. Fact sheets for the property¹⁶ indicate that no expense has been spared in the residences: all kitchens include custom Italian cabinetry; Taj Mahal Quartzite stone countertops and backsplashes; CornueFe, Sub Zero, and Wolf appliances; and built-in wine refrigerators. The primary bathrooms include an oversized soaking tub, travertine porcelain floors and Greige Onyx porcelain walls. Each bedroom includes a full bathroom outfitted with Dornbracht and Duravit fixtures and trim. Each unit has two private balconies.

¹⁶ See https://villamiami.com/uploads/files/202509_Villa_FactSheet_v2.pdf.

136. Below are renderings included in the October 2023 marketing materials:¹⁷



137. **BARON**'s bank records show that he paid for this opulent home with the money he stole from Medicaid. Between May 2023 and September 2025, **BARON** paid at least \$1.3 million to the title company for this property, First American. Between May 18 and July 11, 2023, Melody H Inc., a company owned by **BARON PHARMACY**'s supervising pharmacist, wired \$300,000 to First American, noting that it was for "Aria Reserve North Maria Carrasquilla" (**BARON**'s wife). As indicated in paragraph 115 above, Melody H. Inc. did not

¹⁷ See https://villamiami.com/uploads/files/VillaMiami_DigitalSalesDeck_Oct2023.pdf.

directly receive money from **BARON**'s pharmacies or from **BARON**'s accountant, but it was primarily funded by other Hosseinipour Companies that were themselves primarily funded by deposits from the **BARON** pharmacies and **BARON**'s accountant, such as Master Alliance LLC, Holdings BH Mazal LLC, and Altyn Nur Ltd Co.

138. Then, on August 21, 2023, **BARON**'s accountant wired \$250,000 on **BARON**'s behalf to First American indicating that it was for "Aria Reserve North Unit 4807 **MIGUEL BARON**." **BARON**'s accountant wired these funds Am Pro Service's Chase Bank, which received over 68 percent of its deposits in 2023 from **BARON PHARMACY**'s Chase Bank EFT Account (\$1,009,161.88) or **GUARDIOLA PHARMACY**'s EFT Account (\$858,363.20).

139. Between September 30, 2023 and December 17, 2023, **BARON** paid First American \$148,795.00 from the **PRIME HOME ENTERPRISE** Signature Bank account and \$45,180 from his personal Bank of America account. In May 2025, **BARON** wired an additional \$75,000.00 from the **GUARDIOLA PHARMACY** EFT account and \$125,000.00 from the **BAR&CA** account.

Millux Place Condo

140. **BARON** purchased another pre-construction condo in a residence called Millux Place at 239 SW 12th Street in Miami, Florida. According to the website for the property,¹⁸ the luxury condo building includes a rooftop pool deck and bar, a fitness center, and residences fully

¹⁸ See www.milluxplacebrickell.com.

furnished by Restoration Hardware featuring marble countertops, Italian cabinetry, and private balconies. Below are renderings obtained from the developer's website:



141. **BARON** has paid at least \$79,870 for the Milllux Place condo. **BARON** signed two checks from the **PRIME HOME ENTERPRISE** Signature account to First American for “Unit 202” in January and February 2024 totaling \$60,000; in September 2025, **BARON** wired \$19,870.00 from his personal account for “Unit number 202 of Milllux.”

142. **BARON** wired an additional \$287,760.97 to First American from the **GUARDIOLA PHARMACY** EFT account between July and September 2025. However, the wire transactions do not indicate whether they are for the Villa Miami Condo or the Milllux Place Condo, which are both using First American to process escrow payments. Between the payments

earmarked for the Villa Miami Condo and the Millux Place Condo and unspecified payments to First American, **BARON** has paid at least \$1.3 million to First American to purchase these properties.

The Standard Residences Condo¹⁹

143. In May 2026, **Solumesp SAS**—the entity that **BARON** used to purchase one of the Altamira properties, and on whose behalf he signed for a mortgage—finalized the purchase of two units in another luxury condo building in Miami called The Standard Residences.

Solumesp SAS purchased units 518 and 625, both fully furnished studio apartments. According to marketing materials for the property,²⁰ The Standard Residences' common areas include a rooftop swimming pool, a gym, yoga and stretching studios, an infrared sauna, coworking spaces, a screening room, and a pickleball court. According to property documents filed with the Miami-Dade County Clerk, **Solumesp SAS** paid \$509,900 for one of the units, borrowing \$200,000 from Cornerstone First Mortgage. Below are renderings of the property:



¹⁹ The Altamira Homes, the One Twenty Brickell Condo, the Villa Miami Condo, the Millux Place Condo and the Standard Residences Condo shall be referred to collectively as the “Miami Properties.”

²⁰ See https://thestandardmiamiresidences.com/wp-content/uploads/2022/09/TheStandardBrochure_New.pdf; https://thestandardmiamiresidences.com/wp-content/uploads/2022/06/TheStandard_FactSheet.pdf.

144. Although **BARON** does not appear on the publicly available documents regarding these purchases, during the Relevant Period, **BARON** transferred \$237,000.00 to Aristides Campo through his personal Signature account, his personal Bank of America Account, and an account controlled by **BARON**'s wife. In December 2024, **BARON** also transferred \$30,000 from his personal Signature account to another Florida company owned by Aristides Campo, ACS Investment & Constructions LLC.

145. As noted above, for all intents and purposes, the only source of income for the pharmacies' EFT accounts was stolen Medicaid money. In turn, the stolen money from the EFT Accounts was the only true source of income for the pharmacies' secondary accounts, and for the shell and personal accounts from which the aforementioned property payments were made. Therefore, the funds for these properties represent the proceeds of **BARON**'s fraudulent scheme, regardless of whether they were paid directly from **GUARDIOLA PHARMACY**; passed through **BARON**'s accountant or business partners; or moved into **BARON**'s personal account or shell companies, **PRIME HOME ENTERPRISE** and **BAR&CA**, first. Accordingly, the Miami properties represent the substituted proceeds of a crime under CPLR Art. 13-A, and as such, are subject to forfeiture.

D. BARON Used Criminal Proceeds to Purchase Luxury Vehicles

Mercedes Benz

146. On October 14, 2021, **MIGUEL BARON** purchased a brand new 2021 Mercedes Benz E-Class AMG E 63 S sedan from Silver Star Motors in Long Island City, New York DMV records confirm that **MIGUEL BARON** is the registered owner of a black 2021 Mercedes Benz with license plate HAX6277. MFCU detectives observed this vehicle in the vicinity of the pharmacies during surveillance operations on at least one occasion. According to the purchase

agreement, **MIGUEL BARON** and **GUARDIOLA PHARMACY** jointly purchased the vehicle for \$182,775.00 (including financing charges), to be paid in installments of \$2,059.66 per month.

147. Between January 2023 and March 2026, **BARON** paid \$80,453.93 to Mercedes Benz; \$74,778.93 came directly from the **GUARDIOLA PHARMACY** EFT account.²¹

148. **BARON** purchased this vehicle with the proceeds of his criminal activity, and even purchased it in the name of criminal co-defendant **GUARDIOLA PHARMACY**. As such, this vehicle represents substituted proceeds of **MIGUEL BARON** and **GUARDIOLA PHARMACY**'s criminal activity under CPLR Art. 13-A, and as such, is subject to forfeiture.

Lexus

149. According to NYS records, **BARON PHARMACY** is the registered owner of a gray 2025 Lexus with license plate LXS6040. MFCU detectives observed this vehicle in the vicinity of the pharmacies during surveillance operations on at least one occasion. In February 2025, **MIGUEL BARON** wrote a \$2,000 check to Lexus of Queens with the memo line "Reserve." **BARON** made several other payments to Lexus of Queens Sales from his personal Signature account and **GUARDIOLA PHARMACY** American Express accounts totaling \$80,412.04, including a check with a memo line indicating that it was for a "2025 RX 500h."

150. **BARON** purchased this vehicle with the proceeds of his criminal activity, and even purchased it in the name of criminal co-defendant **BARON PHARMACY**. As such, this vehicle represents substituted proceeds of **MIGUEL BARON** and **BARON PHARMACY**'s criminal activity under CPLR Art. 13-A, and as such, is subject to forfeiture.

²¹ Prior to 2023, **BARON** also paid \$20,310.77 from the **GUARDIOLA PHARMACY** EFT account to Mercedes Benz Financial Services.

Toyota

151. According to Florida DMV records, **BARON** owns a 2025 Toyota RAV4. According to bank records, **BARON** paid \$14,502 to Kendall Toyota in 2025 and 2026: \$5,000 from **GUARDIOLA PHARMACY**'s EFT account, \$3,605 from **GUARDIOLA PHARMACY** credit cards, and \$5,897 from his personal Signature Bank account.

152. In connection with the payment from **GUARDIOLA PHARMACY**'s account, **BARON** submitted a "Gift Declaration" certifying on behalf of **GUARDIOLA PHARMACY** that "Based on love and affection I am contributing for the down payment on the Rav 4...purchased by **MIGUEL BARON** Sepulveda on 05/01/25 at Kendall Toyota."

153. **BARON** purchased this vehicle with the proceeds of his criminal activity. As such, this vehicle represents substituted proceeds of **BARON** and the pharmacies' criminal activity under CPLR Art. 13-A, and as such, is subject to forfeiture.

E. BARON Used Stolen Medicaid Money to Fund Credit Card Cash Advances and Personal Spending

154. Between January 2023 and June 2026, **MIGUEL BARON** used the **GUARDIOLA PHARMACY** accounts to pay off over \$1.78 million on his credit cards at American Express and Bank of America. **BARON** paid off his American Express credit cards almost exclusively from the **GUARDIOLA PHARMACY** EFT account: between January 1, 2023 and June 20, 2026, **BARON** paid \$1,117,998.39 from the **GUARDIOLA PHARMACY** EFT account; only \$4,500 came from other sources. **BARON** also paid off at least \$670,000 on his Bank of America cards between January 1, 2023 and April 4, 2026 using **GUARDIOLA PHARMACY** accounts. **GUARDIOLA PHARMACY** made at least 75 percent of all payments on **BARON**'s Bank of America credit cards as well.

155. **BARON** used these credit cards for personal spending and to generate funds facially distanced from their pharmacy fraud origin.

156. **BARON** used his Bank of America credit cards to withdraw \$119,713.20 in cash and advance \$244,800.00 to his personal checking accounts, paying exorbitant fees to do so. Specifically, in 2023, **BARON** advanced \$188,000 from his credit cards to his personal Bank of America account ending in 1667. In February 2025, **BARON** advanced \$20,000 from his credit cards into his personal Signature account ending in 8831. And in April 2026, **BARON** advanced \$36,000 from his credit cards into his personal Bank of America account ending in 6732.

157. **BARON** also used these cards to send funds via Paypal, including sending over \$30,000 to his daughter: between March 2025 and April 2026, **BARON** sent \$30,940.94 via Paypal from his Bank of America credit cards ending in 7425 and 7429 to “Elib6170” (the same handle as **BARON**’s daughter’s email address).

158. **BARON** used his American Express and Bank of America credit cards to purchase tickets to sporting events, including paying almost \$3,700 for tickets to the FIFA World Cup in Miami through his **GUARDIOLA PHARMACY** business credit cards at Bank of America and American Express. (**BARON** reportedly attended the June 27, 2026 match between Colombia and Portugal in Miami Stadium.) **BARON** also purchased Inter Miami soccer tickets in September 2023 for \$2,273.62 using his Bank of America card ending in 7425.

159. **BARON** used his American Express and Bank of America credit cards to travel extensively, flying with his family to Cartagena and Miami multiple times each year between March 2023 and September 2025, paying over \$37,874. For one such trip in August 2023, **BARON** paid over \$11,000 on one of his Amex cards to stay five nights at the Hotel Las Americas in Cartagena. It appears that **BARON** even flew to Colombia for cosmetic dental

treatments, as **BARON** paid \$1,515.80 in September 2024 and \$5,124.34 in January 2026 to cosmetic dentistry specialists in Barranquilla, Colombia.

160. Between January 2023 and April 2026, **BARON** also used these credit cards to spend over \$6,500 at his local barbershop, over \$13,500 on gym memberships, over \$79,768 at Amazon, and \$1,365 at Sephora. **BARON** also paid over \$30,000 to the Miami Dade County Tax Collector, which collects property taxes, using his Bank of America credit cards. Again, the balances that **BARON** racked up on these credit cards were paid off using stolen pharmacy funds.

F. BARON Generated Substantial Cash Reserves through His Associates

161. **BARON** sought to camouflage large amounts of tainted cash by laundering pharmacy funds through his associates' businesses. **BARON**'s primary partners in this effort were his accountant, Alexander Martinez, and the supervising pharmacist for **BARON PHARMACY**, Hamid Hosseinipour.

162. Hosseinipour provided **BARON** with cash that Hosseinipour had obtained through his real estate investments, which **BARON** repaid by depositing pharmacy funds into the accounts of various defunct entities owned by Hosseinipour. Other than the cash that Hosseinipour supplied **BARON**, these entities did not provide any goods, services, or things of value to the pharmacies.

163. Between January 6, 2023 and March 27, 2026, **BARON PHARMACY**'s EFT accounts transferred \$5,395,204.51 to entities owned by Hosseinipour and **GUARDIOLA PHARMACY**'s EFT account transferred \$150,000 to entities owned by Hosseinipour.

164. **BARON** primarily repaid Hosseinipour for the cash he supplied, though, by passing pharmacy funds through companies owned by his accountant, Alexander Martinez, on to

Hosseini pour's businesses. During the relevant period, Martinez-owned companies transferred an additional \$7,787,680.30 to entities owned by Hosseini pour.

165. In exchange for the transfers to Hosseini pour's entities, Hosseini pour reportedly supplied **BARON** around \$20,000 in cash each week. Applying this estimate to the Relevant Period (approximately 174 weeks), Hosseini pour supplied **BARON** nearly \$3.5 million in cash.

166. Martinez maintained several companies, including Am Pro Service Inc., Am Pro Service Holdings Corp., AmPro Holdings Group LLC, Leathar Corp., Global USA Enterprises Inc., and Pharmacy General Products Corp., each with multiple bank accounts. (These companies shall be referred to collectively as the "Martinez-owned companies.")

167. **BARON PHARMACY** and **GUARDIOLA PHARMACY** paid the Martinez-owned companies millions of dollars for several purposes, including reimbursing Hosseini pour for the cash that Hosseini pour supplied to **MIGUEL BARON**. The **BARON PHARMACY** EFT accounts paid Am Pro Service \$8,829,313.61 between January 2023 and March 2026. The known **BARON PHARMACY** secondary account paid Am Pro Service an additional \$5,642,665.63 between January 2025 and April 2026. These 3 accounts also paid \$1,175,837.60 to Leathar Corp and \$827,444.00 to Global USA Enterprises Corp. The **GUARDIOLA PHARMACY** EFT account paid Am Pro Service \$4,751,558.94 between January 2023 and April 2026. The **GUARDIOLA PHARMACY** secondary account paid Am Pro Service \$72,583.33. These accounts also paid Global USA Enterprises Corp. \$115,087.50 and Leathar Corp. \$81,775.00.

168. In addition to obtaining cash from Hosseini pour, **BARON** also obtained cash directly from his accountant, Martinez. Between January 2023 and March 2026, Martinez withdrew \$2,679,800.00 in cash from ATMs in 3,441 transactions; almost all of these

withdrawals were in denominations of \$1,000 or less. Martinez used several accounts for these withdrawals: \$801,200.00 from the Am Pro Service account ending in 2059; \$523,220.00 from the Leathar Corp account ending in 0420; \$509,600.00 from the Angelic World Center Corp account ending in 0516; \$413,700.00 from the Am Pro Service Holdings Corp ending in 3130; \$326,200.00 from the Am Pro Service account ending in 7509; \$23,320.00 from the AmPro Holdings Group LLC account ending in 9076; \$24,560.00 from Pharmacy General Products Corp account ending in 5593; \$42,000.00 from Am Pro Service Holdings Corp account ending in 3096; and \$16,000.00 from Leathar Corp account ending in 3683. The ATM withdrawals comprise nearly all of the debits (over 94%) in several of these accounts (Leathar Corp 0420, Angelic World Center Corp 0516, Am Pro Service Holdings Corp 3130, Am Pro service 7509, and Am Pro service Holdings Corp. 3096). Martinez would reportedly deliver large envelopes full of cash (packages or “paquetes”) to the pharmacy for **BARON**; some of the ACH transfers from the pharmacies to the Martinez-owned companies included notes that they were “for paquetes.” (For example, a March 4, 2025 transfer of \$21,775 from the **GUARDIOLA PHARMACY** EFT account to Am Pro indicates that it is for “Miguel Paquetes.”)

169. During the execution of the search warrants at **GUARDIOLA PHARMACY** and **BARON PHARMACY** in March 2026, MFCU detectives recovered \$717 in cash from **GUARDIOLA PHARMACY** and \$25,859 in cash from **BARON PHARMACY**, plus an additional \$1,050 off of delivery drivers at the pharmacies. (**MIGUEL BARON** had a stack of bills lying on top of his desk.) When MFCU detectives intercepted and arrested **MIGUEL BARON** at the airport in June 2026, **BARON**—headed for a one-way flight out of the country—was carrying \$5,842 in U.S. currency, and \$1,363,000 in Colombian Pesos.

170. In addition to reimbursing Hosseinipour's cash and supplying cash directly to **BARON**, **BARON**'s accountant Martinez also helped **BARON** move stolen pharmacy money into **BARON**'s personal accounts and property holding companies. Martinez transferred \$430,000 from Am Pro accounts to **BARON**'s personal Signature account between November 27, 2024 and January 27, 2026. As indicated above, on August 21, 2023, Martinez wired \$250,000 to First American Trust on **BARON**'s behalf for the Villa Miami condo. Martinez also moved \$964,610 into **PRIME HOME ENTERPRISE** accounts.

171. Martinez also facilitated **BARON**'s real estate transactions by periodically withdrawing funds from the **GUARDIOLA PHARMACY** EFT account (often several times per month) and then transferring funds back to the **GUARDIOLA PHARMACY** EFT account before **BARON** made large real estate payments from the **GUARDIOLA PHARMACY** EFT account. For example, on January 27, 2026, Guardiola received \$65,000 from Am Pro Service account ending in 3551, characterized as a "loan"; two days later **BARON** made a \$70,000 payment to Old Republic National Title. Between February 5 and 10, 2026, **GUARDIOLA PHARMACY** received \$120,000 from Am Pro Service account ending in 3551. On February 5, **GUARDIOLA PHARMACY** wired \$67,790 to Old Republic National Title. The infusions from the Martinez-owned companies may give the impression that **BARON** is using non-pharmacy funds for these real estate transactions. However, the transfers from the Martinez-owned companies were funded by withdrawals from **BARON**'s pharmacies. Indeed, any legitimate business the Martinez-owned companies may have had was dwarfed by their interactions with **BARON**'s pharmacies: excluding transfers between Martinez-owned companies, **BARON**'s pharmacies account for over 67% of the deposits into all of the Martinez-owned company accounts.

VII. BARON'S ATTEMPT TO EVADE LAW ENFORCEMENT

172. On March 12, 2026, MFCU executed search warrants at **BARON PHARMACY** and **GUARDIOLA PHARMACY**. In the weeks that followed, **BARON** engaged in several actions indicative of an intent to wind down business and flee.

173. On March 17, 2026 **BARON** formed a new corporation in the state of Florida, Elinico & Co. **BARON** provided his Lennar Homes Altamira property, 2350 SE 25th Court, Homestead, FL 33035, as his address and the address of the corporation.

174. On March 16, 2026, **MIGUEL BARON** went to Signature Bank's office in person and requested to remove Hosseinipour as a signatory on the **BARON PHARMACY** Secondary Account. (This was the only pharmacy account MFCU is aware of with a signatory in addition to **MIGUEL BARON**.)

175. On March 18, 2026, **BARON** wrote and signed a check for \$20,000 to a known delivery driver from the **BARON PHARMACY** Signature Bank Secondary Account, noting that it is for "Severance Pay + Previous Balance."

176. Between March 25, 2026 and April 2, 2026, **BARON** transferred \$261,577.13 from the **BARON PHARMACY** Signature Bank Secondary Account to an account controlled by his accountant. The payment on March 30, 2026 contains the note "Final Bonus Payment."

177. By April 14, 2026, **BARON** had effectively drained the **BARON PHARMACY** Signature Bank Secondary Account was effectively drained: it had a \$398.41 balance on this date. The final balance for the month of April 2026 was \$67.80.

178. **BARON** made several other unusual transfers to Am Pro. According to bank records, on March 12, 2026, **BARON**'s accountant sent a \$30,000 designated as a "Speed Loan"

from Am Pro Service to **GUARDIOLA PHARMACY**'s EFT Account via direct deposit. The same day Am Pro debited \$30,000 from the Guardiola EFT Account for "Speed Load Charged."

179. Also, between March 12 and April 30, 2026, **GUARDIOLA PHARMACY** transferred \$195,978.34 to the account controlled by his accountant, noted in paragraph 176 above, noting that they were for "4 de 10 cobrado" (or "4 of 10 charged"), "5 de 10 Cobrado," "6 de 10 Cobrado," "7 de 11 Pagado," "8 de 11 Cobrado," "9 de 11 Cobrado," "10 de 11 cobrado," and "11 de 11 cobrado."

180. **BARON** also made multiple payments to his accountant on March 17, 2026 from the **GUARDIOLA PHARMACY** EFT Account purporting to be for 2028, 2029, 2030, and 2031 "tax filling payments."

181. On March 20, 2026, **BARON** wrote two checks to himself from the Guardiola EFT Account for \$4592.05 and cashed them the same day into his personal Signature account. **BARON** followed the same pattern on April 3, 2026 and April 17, 2026.

182. On April 16, 2026 **BARON** advanced \$36,000 from his Bank of America credit card ending in 9360 to the **BAR&CA** account. This transaction cost him \$1,440 in fees.

183. On April 20, 2026, **BARON** paid \$1,825.48 to Aeromexico from his Bank of America credit card ending in 9360. Flight information is not available for this transaction.

184. On April 21, **BARON** paid \$933.03 from his Bank of America credit card ending in 9360 to Barcelo.com for "Palma de Mallib" On information and belief, this appears to be a charge from the Barcelo hotel chain for one of its Palma de Mallorca locations.

185. On April 22, **BARON** purchased one-way flights for himself and his wife from NYC to Toronto on Air Canada on his Bank of America credit card ending in 9360.

186. On April 23, 2024, **BARON** wrote a check to himself from the Guardiola EFT Account for \$18,000, deposited in his personal Signature account same day.

187. On June 10, 2026, **BARON** showed up at LaGuardia Airport for his one-way flight out of the country, where he was intercepted and arrested by MFCU detectives. **BARON** was carrying his Colombian passport, his U.S. passport, an expired Colombian passport, \$5,842 in U.S. currency, and \$1,363,000 in Colombian Pesos.

VIII. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Forfeiture of the Proceeds of a Crime Pursuant to CPLR Article 13-A Relating to Criminal Defendants **MIGUEL BARON, GUARDIOLA PHARMACY, BARON PHARMACY, PRIME HOME ENTERPRISE and BAR&CA**)

188. The Claiming Authority repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

189. By reason of the foregoing, **MIGUEL BARON, GUARDIOLA PHARMACY, BARON PHARMACY, PRIME HOME ENTERPRISE**, and **BAR&CA** are Criminal Defendants as defined by CPLR § 1310 (9) who possess an interest in the proceeds of a crime, the substituted proceeds of a crime, or the instrumentality of a crime, to wit, the proceeds from the Grand Larceny, Health Care Fraud, Money Laundering, and related crimes.

190. Upon a conviction of the Criminal Defendant for the crimes specified above, all Defendants named above would be liable to forfeit to Claiming Authority the proceeds, substituted proceeds, or instrumentality of a crime, to wit, the Grand Larceny, Health Care Fraud, Money Laundering, and related crimes, of at least \$31,801,927.97.

191. In the alternative, pursuant to CPLR Article 13-A, Claiming Authority is entitled to recover a money judgment against the Criminal Defendants in an amount to be determined, but at least \$31,801,927.97, and to forfeit the proceeds, substituted proceeds, and instrumentalities of their crimes.

SECOND CAUSE OF ACTION

(Forfeiture of the Proceeds of a Crime Pursuant to CPLR Article 13-A Relating to Non-Criminal Defendants **Medco Management, Solumesp SAS, and 98 St Alliance LLC**)

192. The Claiming Authority repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

193. The Non-Criminal Defendants **Medco Management, Solumesp SAS, and 98 St Alliance LLC** knew or should have known that the proceeds that they received from the Grand Larceny, Health Care Fraud, Money Laundering, and related crimes were obtained through the commission of a crime.

194. By reason of the foregoing, **Medco Management, Solumesp SAS, and 98 St Alliance LLC** are Non-Criminal Defendants as defined by CPLR § 1310 (10), who possess an interest in the proceeds of a crime, the substituted proceeds of a crime, or an instrumentality of a crime, to wit, the proceeds from the Grand Larceny, Health Care Fraud, Money Laundering, and related crimes.

195. Upon a conviction of the Criminal Defendant for the crimes specified above, all Defendants named above would be liable to forfeit to Claiming Authority the proceeds, substituted proceeds, or instrumentality of a crime, to wit, the proceeds from the Grand Larceny, Health Care Fraud, Money Laundering, and related crimes, of at least \$31,801,927.97.

THIRD CAUSE OF ACTION

(Presentation of False Claims Under the New York False Claims Act, State Finance Law § 189 (1)(a),(1)(c))

196. The State repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

197. During the period of time described in this Complaint, **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY** knowingly, or acting in deliberate ignorance or reckless disregard for the truth, presented, caused to be presented, or conspired together to present, false or fraudulent claims for payment or approval by the Medicaid Program and the AIDS Drug Assistance Program.

198. The New York State Medicaid Program and New York State AIDS Drug Assistance Program paid such false or fraudulent claims because of the acts or conduct of **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY**.

199. By virtue of the false or fraudulent claims made and caused to be made by **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY**, the State suffered damages and therefore is entitled to treble damages under the New York State False Claims Act, in an amount to be determined at trial, plus a civil penalty of at least \$6,000 to \$12,000 for each violation.

FOURTH CAUSE OF ACTION

(Making or Using False Records or Statements to Cause Claims to be Paid Under the New York False Claims Act, State Finance Law § 189 (1)(b) and (c))

200. The State repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

201. During the period of time described in this Complaint, **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY** knowingly, or acting in deliberate ignorance or reckless disregard for the truth, made or used, caused to be made or used, or conspired together to use, false records or statements—including, but not limited to, false certifications and representations made and caused to be made that the services were provided in compliance with all laws regarding the provision of health care services — that were material to false or fraudulent claims for payment submitted to the Medicaid Program and AIDS Drug Assistance Program, to get false or fraudulent Medicaid and AIDS Drug Assistance Program claims paid or approved by the State.

202. The New York State Medicaid Program and New York State AIDS Drug Assistance Program paid such false or fraudulent claims because of the acts or conduct of **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY**.

203. By virtue of the false records or false statements made and caused to be made by **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY**, the State suffered damages of and therefore is entitled to treble damages under the New York State False Claims Act, in an amount to be determined at trial, plus a civil penalty of at least \$6,000 to \$12,000 for each violation.

FIFTH CAUSE OF ACTION

(Fraud Under Executive Law § 63 (12) due to Fraud and Illegality)

204. The State repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

205. **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY**, individually or through their agents and employees, have engaged in repeated

fraudulent or illegal acts or otherwise demonstrated persistent fraud or illegality in the carrying on, conducting or transaction of business.

206. **MIGUEL BARON, GUARDIOLA PHARMACY, and BARON PHARMACY**, through their agents and employees, repeatedly and persistently made false representations to both consumers and the State that they were rendering health services in compliance with applicable federal and state laws and regulations, knowing this to be false.

207. By engaging in the conduct described above, **MIGUEL BARON, GUARDIOLA PHARMACY, and BARON PHARMACY** repeatedly and persistently claimed and received moneys from Medicaid and the AIDS Drug Assistance Program as reimbursement for unlawful services, and falsely claimed that such services had been lawfully provided to Medicaid and AIDS Drug Assistance Program recipients.

208. **MIGUEL BARON, GUARDIOLA PHARMACY, and BARON PHARMACY** thereby engaged in repeated fraudulent acts and persistent fraud in the carrying on, conducting, and transaction of business, in violation of Executive Law § 63 (12).

SIXTH CAUSE OF ACTION
(Misappropriation of Public Funds)

209. The State repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

210. The acts and practices of Defendants complained of herein constitute a misappropriation of public property by the Defendants, in violation of Executive Law § 63-c. By reason of the foregoing, the State is entitled to restitution in an amount to be proven at trial from Defendants.

SEVENTH CAUSE OF ACTION
(Unjust Enrichment)

211. The State repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

212. Defendants were not entitled to present and cause to be presented claims to Medicaid or other insurers, or to receive payment, directly or indirectly, for services in violation of Medicaid Program regulations and other insurance program regulations.

213. By reason of the foregoing, Defendants have been unjustly enriched to the detriment of the State and are liable to the State in an amount yet to be proven at trial.

EIGHTH CAUSE OF ACTION
(Fraud and Intentional Misrepresentation)

214. The State repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

215. In reliance upon the claims presented and caused to be presented by the **MIGUEL BARON, GUARDIOLA PHARMACY**, and **BARON PHARMACY** and persons acting in concert with such defendants, various governmental and non-governmental insurers, including Medicaid, and other victims of the scheme, paid unauthorized reimbursement to persons acting in concert with the Criminal Defendants in an amount to be proven at trial. Proceeds from these payments were ultimately distributed to accounts held by the Defendants. By reason of the foregoing, the State is entitled to recover from all Defendants an amount to be proven at trial in compensatory damages and is also entitled to recover exemplary damages, plus interest at the highest legal rate.

NINTH CAUSE OF ACTION

(Recovery of Statutory Damages Pursuant to Social Services Law
§ 145-b)

216. The State repeats and re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

217. During the periods of time described in this Complaint, **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY** knowingly, by means of false statements or representations, or by deliberate concealment of material facts or by other fraudulent schemes or devices, obtained payment for themselves and others in an amount yet to be proven at trial, for services purportedly furnished pursuant to the laws of the State of New York, including the rules and regulations of the Medicaid Program.

218. By reason of the foregoing, **MIGUEL BARON**, **GUARDIOLA PHARMACY**, and **BARON PHARMACY** are liable to the State pursuant to Social Services Law § 145-b for actual damages and three times the amounts falsely submitted, plus interest at the highest legal rate.

WHEREFORE, the State and the Claiming Authority demand judgment as follows:

219. Under the First Cause of Action, the Claiming Authority demands judgment against Criminal Defendant **MIGUEL BARON**, **GUARDIOLA PHARMACY**, **BARON PHARMACY**, **PRIME HOME ENTERPRISE**, and **BAR&CA**:

- a. For the forfeiture of the proceeds, substituted proceeds, and instrumentalities of their crimes, in an amount to be determined at trial, but at least \$31,801,927.97; or
- b. For a money judgment in an amount to be determined at trial, but at least \$31,801,927.97; and

220. Under the Second Cause of Action, the Claiming Authority demands judgment against Non-Criminal Defendants **Medco Management, Solumesp SAS, and 98 St Alliance LLC** for the forfeiture of the proceeds, substituted proceeds, instrumentalities of crimes, in an amount to be determined at trial; and

221. Under the Third and Fourth Causes of Action, the State demands judgment against **MIGUEL BARON, GUARDIOLA PHARMACY, and BARON PHARMACY** in an amount to be determined at trial, but no less than \$31,801,927.97, plus statutory treble damages and penalties in an amount to be determined at trial; and

222. Under the Fifth Cause of Action, the State demands judgment against **MIGUEL BARON, GUARDIOLA PHARMACY, and BARON PHARMACY** in an amount to be determined at trial, including punitive and exemplary damages; and

223. Under the Sixth Cause of Action, the State demands judgment against all Defendants in an amount to be determined at trial;

224. Under the Seventh Cause of Action, the State demands judgment against all Defendants in an amount to be determined at trial; and

225. Under the Eighth Cause of Action, the State demands judgment against **MIGUEL BARON, GUARDIOLA PHARMACY, and BARON PHARMACY** in an amount to be determined at trial, including actual and statutory treble damages in an amount to be determined at trial; and

226. Under the Ninth Cause of Action, the State demands judgment against **MIGUEL BARON, GUARDIOLA PHARMACY, and BARON PHARMACY** in an amount to be determined at trial, including actual and statutory treble damages in an amount to be determined at trial; and

227. Under all Causes of Action, the State also demands:

- a. Interest from the date of Defendants' receipt of the overpayments, as provided in Social Services Law § 145-b;
- b. The costs and disbursements of this action;
- c. Attorney's fees; and
- d. Such other and further relief as this Court deems just and reasonable.

Dated: New York, New York
October 6, 2026

LETITIA JAMES
Attorney General of the State of New York
Claiming Authority and
Attorney for the Co-Plaintiff State of New York

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

LETITIA JAMES,
Attorney General of the State of New York,

Plaintiff-Claiming Authority,

- and -

STATE OF NEW YORK,

Co-Plaintiff,

- against -

**MIGUEL ANGEL BARON SEPULVEDA,
GUARDIOLA PHARMACY INC.,
BARON PHARMACY INC.,
PRIME HOME ENTERPRISE LLC,
BAR&CA,**

Criminal Defendants,

- and -

**Medco Management LLC,
Solumesp SAS Corp., and
98 St Alliance LLC,**

Non-Criminal Defendants

STATE OF NEW YORK)

) s.s.:

COUNTY OF NEW YORK)

ERIKA ITHURBURN, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following under penalty of perjury:

I am a Special Assistant Attorney General, of Counsel to Attorney General of the State of New York Letitia James, attorney for Plaintiffs in this action. I am acquainted with the facts set forth in the foregoing complaint, based on my review of the files of the Medicaid Fraud Control Unit and information provided by other Special Assistant Attorneys General and auditors and investigators participating in the criminal investigation of this matter, and said complaint is true to my knowledge, except as to matters which were therein stated to be upon information and

belief; as to those matters I believe them to be true. The reason I make this verification is that Plaintiff the State of New York is a body politic.

Dated: New York, New York
October 6, 2026



ERIKA ITHURBURN