

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
: :
: :
v. : **Mag. No. 11-5017 (TJB)**
: :
CHRISTOPHER ERWIN, : :
JACQUELINE LOPRESTI, : :
HASSAN LAHHAM, et al. : :

RECEIVED

MAY 9 - 2011

TONIANNE J. BONGIOVANNI
U.S. MAGISTRATE JUDGE

I, Mark Wassmuth, the undersigned complainant, being duly sworn, state that the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A.

I further state that I am a Special Agent with the United States Drug Enforcement Administration, and that this complaint is based on the following facts:

SEE ATTACHMENT B

continued on the attached pages and made a part hereof.



Mark Wassmuth, Special Agent
Drug Enforcement Administration

Sworn to before me and subscribed
in my presence,

May 9, 2011 _____ at
Date

Trenton, New Jersey _____
City and State



Honorable Tonianna J. Bongiovanni
United States Magistrate Judge

ATTACHMENT A

**Count One
(Drug Conspiracy)**

From in or about January 2009 to in or about December 2010, in the District of New Jersey, and elsewhere, the defendants,

Christopher Erwin, Jacqueline Lopresti, Hassan Lahham, Ahmed Shaker, Stephen Sampson, James Baker, Alex Bushman, Ray Difabio, Heather Dockery, Wendy Galati, Edward Gural, Donald Johnson, Bryan Lewicki, Gregory Mann, Gary Morrill-Carpenter, Carter Nies, Theodore Pohlig, Jonathan Puggi, Henry Shubert, Jr., Kyle Skora, Crescenzo Terranova, and Robert Walton, III,

did knowingly and intentionally conspire and agree with each other and with others to distribute and possess with intent to distribute oxycodone, a Schedule II controlled substance, contrary to Title 21, United States Code, Section 841(a)(1) and (b)(1)(C).

In violation of Title 21, United States Code, Section 846.

ATTACHMENT B

I, Mark Wassmuth, a Special Agent with the United States Drug Enforcement Administration (“DEA”), having conducted this investigation and discussed this matter with other law enforcement officers who have participated in the investigation, have knowledge of the facts set forth below. Because this affidavit is being submitted for the limited purpose of establishing probable cause, I have not included every detail of every aspect of the investigation. All conversations and statements described in this attachment are related in substance and in part and are not word-for-word transcripts or quotations.

THE CONSPIRACY

1. An investigation has uncovered that the DEFENDANTS¹ have been operating a large scale drug trafficking organization involved in the illegal distribution of oxycodone, a Schedule II controlled substance, throughout New Jersey and elsewhere. The investigation has revealed that from in or about January 2009 through in or about December 2010, the DEFENDANTS, working together and with others, have repeatedly fraudulently obtained large quantities of oxycodone by filling prescriptions, or having others fill prescriptions on their behalf, and then selling the oxycodone for money.
2. The investigation has uncovered that various physicians, including defendant LOPRESTI and defendant LAHHAM, have indiscriminately provided defendant ERWIN, the remaining defendants, and others, with prescriptions for oxycodone when there was no medical necessity in exchange for cash payments. The investigation has further revealed defendant ERWIN, the remaining defendants, and others, with the knowledge of defendant LOPRESTI and defendant LAHHAM, employed the customers to pose as “patients” and others to serve as “runners” to transport the customers to fill the prescriptions at numerous pharmacies so as to attempt to avoid detection. Defendant ERWIN, the remaining defendants, and others paid the customers and “runners” either in cash or with a portion of the oxycodone tablets that were obtained from the pharmacies. Defendant ERWIN, the remaining defendants, and others then resold the oxycodone tablets for a profit. In total, at least several thousand illegitimate and unlawful prescriptions were provided by defendant LOPRESTI and defendant LAHHAM and were filled by or at the behest of defendant ERWIN, the remaining defendants, and others which produced hundreds of thousands of oxycodone tablets for further distribution.
3. During the course of the investigation, law enforcement agents have spoken with various individuals who have acted as customers and “runners” for defendant ERWIN’s drug trafficking organization, and who have extensive knowledge of the criminal activities of the DEFENDANTS, and their co-conspirators. In addition, law enforcement agents have reviewed (a) video recordings (i) of individuals providing illegitimate prescriptions, and (ii) of individuals,

¹Collectively, the 22 individuals named and identified as defendants in Attachment A and paragraph 4 of Attachment B will be referred to herein as the “DEFENDANTS.”

including defendant ERWIN and some of the DEFENDANTS, at pharmacies to fill fraudulent prescriptions for oxycodone, as well as (b) consensually recorded transactions and conversations involving defendants ERWIN, LOPRESTI, LAHHAM, some of the DEFENDANTS, and others, in which they carried out aspects of the illegal scheme. Law enforcement agents have also reviewed records maintained in accordance with applicable law by dozens of pharmacies that document the criminal transactions of defendants ERWIN, LOPRESTI, LAHHAM, the remaining defendants, and others.

DEFENDANTS

4. At all times relevant to this Complaint:

a. **Defendant CHRISTOPHER ERWIN** (“ERWIN”) has held himself out as the owner of a landscaping company, when in reality he is unemployed and earning significant income only through a drug trafficking organization (hereinafter referred to as the “ERWIN Organization”) he leads and manages which has been engaged in the illegal trafficking of controlled substances, primarily oxycodone, a Schedule II controlled substance.

b. **Defendant JACQUELINE LOPRESTI** (“LOPRESTI”) has been a licensed Doctor of Osteopathy (“D.O.”) in the State of New Jersey and registered as a physician with the DEA, and thereby authorized to prescribe controlled substances. Defendant LOPRESTI provides medically unnecessary prescriptions for controlled substances, including oxycodone, for profit from an office in Little Silver, New Jersey, among other places.

c. **Defendant HASSAN LAHHAM** (“LAHHAM”) has been a licensed Doctor of Medicine (“M.D.”) in the State of New York and registered as a physician with the DEA, and thereby authorized to prescribe controlled substances. Defendant LAHHAM provides medically unnecessary prescriptions for controlled substances, including oxycodone, for profit, from offices in New York and at hotels and fast food restaurants in Atlantic City, New Jersey, among other places.

d. **Defendant AHMED SHAKER** (“SHAKER”) was an associate of defendant LAHHAM, who also worked as defendant LAHHAM’s driver, and unlawfully sold prescriptions for oxycodone to co-conspirators.

e. **Defendant STEPHEN SAMPSON** (“SAMPSON”) acted as defendant ERWIN’s partner and top associate in the ERWIN Organization. Defendant SAMPSON acquired oxycodone from defendants LOPRESTI and LAHHAM for further distribution, arranged for fraudulent prescriptions written by defendants LOPRESTI and LAHHAM to be filled in order to be distributed to others for profit, recruited others to fraudulently purport to be patients of defendants LOPRESTI and LAHHAM in order to acquire prescriptions for oxycodone which would then be filled and in turn, distributed for profit.

f. **Defendant JAMES BAKER** (“BAKER”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

g. **Defendant ALEX BUSHMAN** (“BUSHMAN”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM, had fraudulent prescriptions for oxycodone filled in his name, and recruited others to act as customers on behalf of the ERWIN Organization.

h. **Defendant RAY DIFABIO** (“DIFABIO”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

i. **Defendant HEATHER DOCKERY** (“DOCKERY”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and had fraudulent prescriptions for oxycodone filled in her name in order to acquire oxycodone for further distribution.

j. **Defendant WENDY GALATI** (“GALATI”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM, had fraudulent prescriptions for oxycodone filled in her name, and recruited others to act as customers on behalf of the ERWIN Organization.

k. **Defendant EDWARD GURAL** (“GURAL”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

l. **Defendant DONALD JOHNSON** (“JOHNSON”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

m. **Defendant BRYAN LEWICKI** (“LEWICKI”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

n. **Defendant GREGORY MANN** (“MANN”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

o. **Defendant GARY MORRILL-CARPENTER** (“MORRILL”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

p. **Defendant CARTER NIES** (“NIES”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM, had fraudulent prescriptions for oxycodone filled in his name, and recruited others to act as customers on behalf of the ERWIN Organization.

q. **Defendant THEODORE POHLIG** (“POHLIG”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

r. **Defendant JONATHAN PUGGI** (“PUGGI”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

s. **Defendant HENRY SHUBERT, Jr.** (“SHUBERT”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM, had fraudulent prescriptions for oxycodone filled in his name, and recruited others to act as customers on behalf of the ERWIN Organization.

t. **Defendant KYLE SKORA** (“SKORA”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM, had fraudulent prescriptions for oxycodone filled in his name, and recruited others to act as customers on behalf of the ERWIN Organization.

u. **Defendant CRESCENZO TERRANOVA** (“TERRANOVA”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM and had fraudulent prescriptions for oxycodone filled in his name in order to acquire oxycodone for further distribution.

v. **Defendant ROBERT WALTON, III** (“WALTON”) was a co-conspirator in the ERWIN Organization who acted as a customer to defendant LOPRESTI and defendant LAHHAM, had fraudulent prescriptions for oxycodone filled in his name, and recruited others to act as customers on behalf of the ERWIN Organization. See following chart for reference.

Defendant	Paragraphs
Erwin	<i>passim</i>
Lopresti	<i>passim</i>
Lahham	<i>passim</i>
Shaker	94, 95, 98, 101, 102, 104, 105, 108
Sampson	31, 35, 67, 68, 90, 92, 97, 98, 99, 105, 111
Baker	37, 40, 69, 90, 112
Bushman	34, 37, 38, 40, 41, 42, 68, 90, 113
DiFabio	30, 44, 69, 90, 114
Dockery	46 - 57, 69
Galati	39, 42, 68, 90, 115
Gural	34, 36, 69, 116
Johnson	36, 42, 69, 117
Lewicki	34, 36, 43, 69, 90, 118
Mann	10, 12, 14, 15, 16, 18, 19, 69, 70
Morrill	35, 38, 69, 90, 119
Nies	32, 33, 36, 68, 90, 120
Pohlig	38, 69, 121
Puggi	86, 87, 90, 122
Shubert	27, 28, 34, 44, 45, 68, 78, 90, 123
Skora	31, 68, 90, 124
Terranova	10, 69, 90, 125
Walton	31, 67, 68, 90, 126

CONTROLLED SUBSTANCES

5. The term “controlled substance” has the meaning given in Section 802(6) of Title 21, United States Code, that is, “a drug or other substance, or immediate precursor, included in schedule I, II, III, IV, or V of part B of this subchapter.” *See also* 21 U.S.C. § 812. Schedule I drugs are those drugs with the most potential for abuse and addiction, with no medical use within the United States. Schedule II drugs are those drugs with the most potential for abuse and addiction, but with some medical use within the United States. Each subsequent Schedule lists those drugs with potential for abuse and addiction, with medical use within the United States.

6. Oxycodone is a Schedule II controlled substance and is the active controlled substance in Roxicet and Roxicodone (brand name drugs manufactured by Roxane Pharmaceuticals), Endocet and Percocet (brand name drugs manufactured by Endo Pharmaceuticals), and OxyContin (brand name drug manufactured by Purdue Pharma).

7. Under Title 21, United States Code of Federal Regulations (CFR), Section 1306.04(a), a prescription for a controlled substance must be issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice. As a result, a doctor is not authorized to handle, distribute, and prescribe controlled substances, and is not prescribing them legally, if he or she is not acting in the usual course of professional practice and for legitimate medical purposes. In order to explain what the usual course of professional practice is in the area of pain medicine, I reviewed a good deal of the transcript of testimony of Dr. Andrew G. Kaufman, who testified at the trial of United States v. Jaszczult, Crim. No. 07-067 (Chesler, J.), as an expert witness for the prosecution. I will summarize portions of that testimony that are relevant to this application, and have provided transcript references/citations. Dr. Kaufman is the Director of Pain Medicine at the University of Medicine and Dentistry of New Jersey in Newark, NJ. He is board-certified by the American Board of Anesthesiologists, with a subcertification in pain medicine. He is the director of the University Hospital Comprehensive Pain Center (Tr. 1043). He previously testified as an expert witness in civil cases about four times. (Tr. 1045). He testified in substance and in part as follows:

a. When a doctor meets a patient for the first time, the doctor should take a complete history of the patient, including the location of the pain. The location is important because it will yield clues about the cause, and which tests to order, and which treatment and medications to provide often depends on the cause of the pain. (Tr. 1046-47).

b. One of the purposes of taking a complete history is to prevent a situation whereby a medication is prescribed that is contraindicated by the presence of another medical problem, which could be uncovered by taking that history. (Tr. 1048).

c. Another purpose of taking a complete history is to determine what treatment(s) might have been tried before, unsuccessfully, so that the doctor does not order the useless (or even dangerous or painful) treatment(s) again. (Tr. 1048).

d. After taking a full history, the next step would be a thorough examination, directed towards the specific problem being considered. (Tr. 1049).

e. The doctor should explore using physical therapy, a chiropractor, or even an acupuncturist, depending on the nature of the problem. In short, the doctor should treat the patient in a step-by-step organized fashion, instead of jumping around from one treatment to another haphazardly. (Tr. 1047-48).

f. Prescribing narcotic drugs or, for that matter any medication, without taking a full history and a thorough examination would be outside the usual course of professional practice. (Tr. 1048-50).

g. For example, a thorough examination of a patient who complains of back pain would involve observing the patient's position, e.g., bent over, rotation of back, hunched over, determining whether there are muscle spasms, tender points, movement (flexion), and conducting a motor and sensory examination. (Tr. 1049-50).

h. The doctor testified that he never examines a female patient alone, regardless of age. (Tr. 1050).

i. After eliciting the history and conducting the exam, the doctor should review whatever test results are available, e.g., MRI, X-ray, lab reports, and order any necessary tests that have not been done. (Tr. 1050).

j. Then the doctor will formulate a differential diagnosis, listing the most likely condition followed by less likely conditions, and develop a treatment program based on that diagnosis. (Tr. 1051).

k. For example, for low back pain, the accepted treatment course is to prescribe an anti-inflammatory drug and a program of physical therapy. (Tr. 1052).

l. Narcotic drugs are not prescribed early in the treatment algorithm (i.e., treatment plan or course of treatment). (Tr. 1054-55).

m. One reason for not prescribing narcotic drugs early is that the doctor should first choose drugs to prescribe to try to deal with the underlying cause of the problem, as opposed to the pain itself. (Tr. 1055).

n. For example, an anti-inflammatory drug would be used to reduce inflammation, which may be causing the irritation that may be causing the pain. A muscle relaxant would treat the muscle spasms that might be causing the pain. (Tr. 1055). A narcotic drug, on the other hand, masks the pain but does not treat the underlying cause of the pain. (Tr. 1055).

o. The general principles behind prescribing narcotic drugs are to prescribe short-acting drugs (meaning that they last 3-4 hours), e.g., Percoset, Vicodin, in as small a dosage as possible. A doctor would not prescribe at the outset a long-acting narcotic (meaning that the drug is designed to give a slow release to the patient throughout the entire day), e.g., OxyContin, at the outset, because the doctor does not know if the patient needs to be on that much medication. (Tr. 1055-56).

p. There are guidelines published concerning the proper use of these drugs by doctors. (Tr. 1057).

q. Although the guidelines come from different sources, e.g., the American Pain Society, the American Cancer Society, they are similar in that they all encourage taking full histories, performing exams, advising patients of side effects of drugs, starting with short-acting drugs at as low doses as possible, having frequent visits to monitor how the patient is doing, questioning the patient about side effects, effectiveness of the treatment, etc. (Tr. 1057-58).

r. New Jersey has guidelines for prescribing narcotic drugs, i.e., controlled substances, such as requiring that the person must be a patient, that the doctor must see the patient in the office, the doctor must keep a chart for the patient in the office, and must perform regular follow-up. (Tr. 1058-59).

s. The guidelines require the doctor to keep records of what was done during office visits and the doctor's thought process. (Tr. 1059).

t. Not following these guidelines would be outside the usual course of professional practice. (Tr. 1059-60).

u. Schedule II drugs (oxycodone) can be prescribed only for one month at a time, the prescriptions must be written, and no automatic renewals are allowed. (Tr. 1060).

v. There are multiple risks associated with patients taking narcotic drugs. There are many possible side effects, and the possibility of addiction and diversion (sharing the drug with someone else or selling it). (Tr. 1061-62).

w. It is standard practice to use an opioid contract, also known as a pain management agreement, which is an explicit agreement between a doctor and a patient, often in writing, that the patient will follow all the rules and regulations governing that drug. (Tr. 1062-64).

x. It may be dangerous for the doctor to continue to prescribe medications when the patient is not taking them properly or not taking them at all, because the doctor then is participating in the patient's addiction and not recognizing it, and may also become a "mark" for others to come see him or her to try to get narcotics from him or her. (Tr. 1066).

y. Part of the agreement requires the patient not to use other illegal controlled substances like marijuana or cocaine, due to potential interactions between drugs and the possibility of overdose. (Tr. 1068).

z. It is standard practice within the pain medicine community to use random urine drug tests. (Tr. 1068-69).

aa. The purpose of these tests is two-fold: to determine if the patient is using illegal controlled substances and also whether the patient is taking the prescribed drug(s) properly and as directed. (Tr. 1069).

bb. It is commonly part of the agreement not to share, trade, or sell the prescribed drugs, or to attempt to obtain them from another doctor. (Tr. 1070).

cc. A doctor can try to ensure that his or her patient does not obtain such drugs from another doctor by communicating with other doctors the patient has seen or will see. (Tr. 1070-71).

dd. The agreement normally advises patients that lost or stolen drugs will not be replaced, due to the danger of diversion. (Tr. 1071-72).

ee. Regular office visits are required so that the doctor can question the patient about, among other things, side effects, dosages, his/her physical conditions and health/physical problems, and examine the patient to determine, among other things, the success of the treatment(s). (Tr. 1073).

ff. Essentially, the doctor must monitor the patient's progress. Among other things, the doctor should be concerned that a patient is using the prescribed drug(s) at a higher rate than prescribed, because the patient may be putting him/herself at risk. (Tr. 1074).

CONFIDENTIAL SOURCES

8. Law enforcement agents have repeatedly spoken with multiple Confidential Sources who provided information regarding the drug trafficking activities of the DEFENDANTS, and others. These Confidential Sources identified the DEFENDANTS from observing a photographic image of DEFENDANTS shown to them by law enforcement agents. The information provided by the Confidential Sources has been corroborated throughout the course of this investigation by other independently reliable sources, such as surveillance, prescription records, and other Confidential Sources who provided substantially similar information.

Confidential Source Number 1

9. A Confidential Source (hereinafter "CS#1") was involved in the ERWIN Organization. At the direction of law enforcement agents, CS#1 acted as a customer for the purposes of the ERWIN Organization and accordingly visited defendant LOPRESTI from whom CS#1 secured medically unnecessary oxycodone prescriptions. At the direction of one of defendant ERWIN's co-conspirators (hereinafter, "Co-Conspirator#1" or "CC#1"), CS#1 visited various pharmacies in order to fill the medically unnecessary oxycodone prescriptions written by defendant LOPRESTI and thereafter provided the oxycodone tablets to CC#1. Additionally, CS#1 introduced an undercover law enforcement agent (hereinafter, "UC#1") to CC#1, and UC#1 also acted as a customer who secured medically unnecessary oxycodone prescriptions from defendant LOPRESTI. The process of carrying out the scheme to illegally acquire and distribute oxycodone is demonstrated in the following examples of such illegal transactions.

10. On or about May 4, 2009, CC#1 brought defendant MANN and CS#1 to defendant LOPRESTI's office. On the way, they stopped to pick up defendant TERRANOVA.

a. CC#1 stated that because this was the first time CC#1 was bringing defendant MANN and CS#1 to defendant LOPRESTI, defendant LOPRESTI required payment of \$500 (\$250 for each) in cash for their initial office visits. CC#1 advised that all subsequent office visits to defendant LOPRESTI to obtain prescriptions for oxycodone tablets would cost \$150.

b. Upon entering defendant LOPRESTI's office CC#1 placed paper U.S. Currency inside a paper bag that contained a blueberry muffin that CC#1 had brought to the office that day for defendant LOPRESTI. CC#1 placed the bag on a countertop near the receptionist's area, though there was no receptionist present that day. CC#1 stated that CC#1 brings defendant LOPRESTI muffins because defendant LOPRESTI has been very good to CC#1. CC#1 was not examined by defendant LOPRESTI that day.

c. Defendant LOPRESTI brought CS#1 into an examination room. CS#1 did not advise defendant LOPRESTI at any time that CS#1 currently experienced any pain, nor did defendant LOPRESTI inquire of such. Defendant LOPRESTI did not order any X-Rays, MRIs, or any

other medical testing for CS#1. Nonetheless, defendant LOPRESTI wrote a prescription for 120 oxycodone 30mg tablets and handed it to CS#1.

d. Defendant LOPRESTI similarly brought defendant MANN and defendant TERRANOVA into an examination room and defendant LOPRESTI provided each of them with prescriptions for 120 oxycodone 30mg tablets.

e. CC#1 then brought defendant MANN, defendant TERRANOVA, and CS#1 to a pharmacy in Old Bridge, New Jersey, where CC#1 provided approximately \$240 to each of them to have defendant LOPRESTI's prescriptions filled.

f. After returning from inside the pharmacy to the vehicle where CC#1 was waiting, defendant MANN, defendant TERRANOVA, and CS#1 gave their prescription bottles to CC#1 who emptied the contents of each into a larger bottle that CC#1 had brought. CC#1 advised that CC#1 carried a personal prescription bottle with CC#1's name on it in order to avoid being arrested if stopped by the police. CC#1 then provided defendant MANN and defendant TERRANOVA each 20 oxycodone 30mg tablets as payment for their assistance in securing the oxycodone. CS#1 declined to take any tablets by stating CS#1 only went along with defendant MANN that day to help defendant MANN. Defendant MANN then purchased an additional quantity of oxycodone tablets from CC#1 for \$14 to \$15 per tablet.

i. A review of the pharmacy records revealed that the prescriptions for oxycodone written by defendant LOPRESTI for defendant MANN, defendant TERRANOVA, and CS#1 on May 4, 2009, were filled on May 4, 2009.

11. On or about May 26, 2009, CC#1 transported CS#1 to the office of defendant LOPRESTI. On the way they stopped to pick up UC#1. The purpose of the visit was for CS#1 and UC#1 to obtain prescriptions from defendant LOPRESTI for 120 oxycodone 30mg tablets. The agreement was that CC#1 would give CS#1 and UC#1 each 20 oxycodone 30mg tablets as payment after having these prescriptions filled and turning them over to CC#1. UC#1 and CC#1 also agreed that UC#1 would purchase an additional 150 oxycodone 30mg tablets from CC#1 for a reduced price of \$14.50 per tablet. CS#1 and UC#1 were equipped with digital recorders and all of their conversations with defendant LOPRESTI and CC#1 were recorded. UC#1 was also equipped with a transmitting device so that law enforcement agents could monitor the conversation for UC#1's safety.

a. Prior to entering defendant LOPRESTI's office, CC#1 directed UC#1 to give CC#1 \$400 in cash so that CC#1 could pay defendant LOPRESTI for CS#1's and UC#1's office visit (\$250 for UC#1's first visit, \$150 for CS#1). CC#1 also directed UC#1 to tell defendant LOPRESTI that UC#1 had a back injury and to ask defendant LOPRESTI for a prescription for oxycodone tablets. CC#1 stated that on a previous occasion CC#1 had taken a female co-conspirator to defendant LOPRESTI who failed to follow CC#1's instructions to tell defendant

LOPRESTI that she had pain. CC#1 related that defendant LOPRESTI “freaked out” on CC#1 for bringing this individual to her office.

b. CC#1 also stated that CC#1 had to give CC#1’s partner, defendant ERWIN, \$1,000 to help pay for the office visits of co-conspirators with defendant LOPRESTI that week because defendant LOPRESTI was going away on vacation. As they were about to enter defendant LOPRESTI’s office, CC#1 identified a vehicle parked in the parking lot of defendant LOPRESTI’s office as belonging to defendant ERWIN.

c. While in defendant LOPRESTI’s office, CS#1 and UC#1 observed defendant ERWIN with a male co-conspirator, who later exited defendant LOPRESTI’s office together and departed in defendant ERWIN’s vehicle.

d. Once inside the waiting room of defendant LOPRESTI’s office, CC#1 placed U.S. Currency in a paper bag that contained a muffin CC#1 had purchased on the way to defendant LOPRESTI’s office. CC#1 walked up to the receptionist’s window, reached through the window, and placed the bag containing the currency on a countertop. Defendant LOPRESTI then took the bag away.

e. CC#1 told defendant LOPRESTI that CC#1 brought a new patient, UC#1, that day. Defendant LOPRESTI replied approvingly and brought UC#1 into an examination room. As instructed by CC#1, UC#1 informed defendant LOPRESTI that UC#1 had herniated disks from an old back injury. Defendant LOPRESTI asked UC#1 if UC#1 was on any medications and UC#1 replied negatively. Without conducting any sort of physical examination, except for listening to UC#1’s heartbeat and checking UC#1’s blood pressure, defendant LOPRESTI wrote a prescription to UC#1 for 120 oxycodone 30mg tablets.

f. Defendant LOPRESTI then brought CS#1 to an examination room. Defendant LOPRESTI did not ask any questions relating to the CS#1’s medical condition, and CS#1 never stated that CS#1 was experiencing any pain. Nonetheless, defendant LOPRESTI wrote a prescription for 120 oxycodone 30mg tablets and handed it to CS#1.

g. After leaving defendant LOPRESTI’s office, CC#1 brought CS#1 and UC#1 to a pharmacy. CS#1 and UC#1 went into the pharmacy, presented the prescriptions, and each obtained 120 oxycodone 30mg tablets. CS#1 and UC#1 turned over the tablets to CC#1 who gave CS#1 and UC#1 each 20 oxycodone 30mg tablets as payment. UC#1 then purchased an additional 150 oxycodone 30mg tablets from CC#1 at \$14.50 per tablet.

i. A review of the pharmacy records revealed that the prescriptions for oxycodone written by defendant LOPRESTI for CS#1 and UC#1 on May 26, 2009, were filled on May 26, 2009.

h. CC#1 told CS#1 and UC#1 that CC#1 would bring them to defendant LOPRESTI again in three weeks to obtain more oxycodone tablet prescriptions. CC#1 advised that CC#1 was going to sell the remaining oxycodone tablets to other drug buyers for a price up to \$25 per tablet.

12. In addition, on May 26, 2009, prior to picking up UC#1, CC#1 was recorded stating, in sum and substance, the following to CS#1:

a. CC#1 brings twelve other individuals to defendant LOPRESTI to obtain prescriptions for oxycodone tablets.

b. CC#1 has been bringing such individuals to defendant LOPRESTI four times a week for a year and a half without getting stopped by the police for not having a driver's license.

c. CC#1 stated that defendant ERWIN brings ten individuals a week to defendant LOPRESTI to obtain oxycodone prescriptions and makes \$20,000 a week selling the oxycodone tablets obtained through those prescriptions.

d. CC#1 was at one time helping defendant ERWIN make \$5,000 a week and only getting 20 oxycodone 30mg tablets per prescription as payment for the individuals brought to defendant LOPRESTI to obtain oxycodone prescriptions. This angered CC#1 so CC#1 decided to bring additional people to defendant LOPRESTI.

e. CC#1 was introduced to defendant LOPRESTI by defendant ERWIN.

f. CC#1 knows too much for defendant ERWIN to cut CC#1 out of the operation.

g. CC#1 and defendant ERWIN have another doctor in New York (referring to defendant LAHHAM) who also gives their people prescriptions for oxycodone tablets.

h. CC#1 has a customer who buys 70 oxycodone 30mg tablets every other day.

i. CC#1 explained that defendant LOPRESTI was loyal to defendant ERWIN and CC#1 and would "cut off" or stop prescribing oxycodone to the customers if the customers attempted to go to the office without the approval or knowledge of defendant ERWIN or CC#1, or if the customers started bringing other people.

j. Defendant ERWIN is having a sexual relationship with defendant LOPRESTI.

k. CC#1 will tell defendant MANN to give \$150 to CC#1 in order for CC#1 to get his prescription again, just as CC#1 did last Saturday on May 23, 2009. CC#1 does not want defendant MANN to go to defendant LOPRESTI without CC#1.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant MANN on May 23, 2009, was filled on May 23, 2009.

l. Defendant ERWIN is getting two thousand oxycodone tablets this week because he will be bringing co-conspirators to defendant LOPRESTI.

m. CC#1 complained that getting prescriptions everyday takes up all of CC#1's time.

13. On or about June 16, 2009, as promised by CC#1, CC#1 again brought CS#1 and UC#1 back to defendant LOPRESTI's office. UC#1 was equipped with a digital recorder and all of the conversations with defendant LOPRESTI and CC#1 were recorded.

a. After their arrival, CC#1, CS#1, and UC#1 attempted to enter defendant LOPRESTI's office, but defendant ERWIN blocked the doorway and prevented them from entering defendant LOPRESTI's office. Defendant ERWIN directed CC#1, CS#1, and UC#1 to wait outside until his people were finished receiving prescriptions from defendant LOPRESTI. CC#1, CS#1, and UC#1 then turned around, went outside and waited in UC#1's vehicle.

b. As they were waiting, CC#1 advised that CC#1 recognized six (6) people inside defendant LOPRESTI's waiting room who CC#1 described as some of the co-conspirators who defendant ERWIN personally handles. CC#1 opined that defendant ERWIN brings too many "scumbags" for defendant LOPRESTI to handle. CC#1 then advised that defendant ERWIN sent a text message directing CC#1 to wait until he leaves before entering defendant LOPRESTI's office. CC#1 preferred to wait outside than be inside defendant LOPRESTI's office with all of those "assholes." CC#1 subsequently recognized two more people walking towards the front door to defendant LOPRESTI's office as also being some of the co-conspirators who defendant ERWIN personally handles.

c. As defendant ERWIN exited, defendant ERWIN waved at CC#1, CS#1, and UC#1 in a manner indicating they could now enter defendant LOPRESTI's office. Defendant ERWIN and a male co-conspirator departed in the co-conspirator's vehicle.

d. CC#1, CS#1, and UC#1 then entered defendant LOPRESTI's office. A short time later, a male co-conspirator entered defendant LOPRESTI's office along with a female co-conspirator. CC#1 confronted the male co-conspirator and asked why he was there with the female co-conspirator. CC#1 and the male co-conspirator then went outside where they were observed engaging in conversation.

e. Defendant LOPRESTI brought CS#1 into an examination room. CS#1 complained of having a migraine headache. Defendant LOPRESTI provided Advil to CS#1 for the migraine headache and then wrote a prescription for 120 oxycodone 30mg tablets and gave it to CS#1. Defendant LOPRESTI did not ask at any time if CS#1 experienced any other pain or if CS#1

needed to continue taking oxycodone tablets. CS#1 did not advise defendant LOPRESTI, at any time, that CS#1 experienced any other pain.

f. Defendant LOPRESTI then brought UC#1 into an examination room and asked if UC#1 wanted a refill of the prescription for 120 oxycodone 30mg tablets she provided three weeks ago. UC#1 replied affirmatively and defendant LOPRESTI wrote a prescription for 120 oxycodone 30mg tablets for UC#1. Defendant LOPRESTI then walked out of the room while talking on a telephone. Approximately three minutes later, defendant LOPRESTI returned and UC#1 notified her that she misspelled UC#1's name. Defendant LOPRESTI wrote a second, corrected prescription for 120 oxycodone 30mg tablets and handed it to UC#1. At that point defendant LOPRESTI asked if UC#1 wanted her to check UC#1's blood pressure. UC#1 advised defendant LOPRESTI that UC#1 felt fine and a blood pressure check was unnecessary.

g. CC#1 directed CS#1 and UC#1 to follow CC#1 to a pharmacy in Old Bridge, New Jersey. On the way, CC#1 parked in a commuter parking lot and entered UC#1's vehicle. CC#1 advised that previously another co-conspirator saw a police officer taking pictures of CC#1's vehicle at the pharmacy and CC#1 did not want to take the vehicle there again in fear of being seen by the police.

h. As they continued to the pharmacy, CC#1 stated CC#1 just called defendant LOPRESTI and told her not to give the male co-conspirator the prescription. CC#1 also had spoken to the male co-conspirator who said defendant LOPRESTI only gave him a prescription for Percocet 5 mg and that he still wanted to go to defendant LOPRESTI with CC#1 on Saturday. CC#1 stated CC#1 would no longer take the male co-conspirator to defendant LOPRESTI because he tried to go around CC#1's back and get prescriptions without CC#1 or defendant ERWIN. CC#1 stated that the male co-conspirator claimed he was only taking his wife to defendant LOPRESTI.

i. An analysis of CC#1's cell phone toll records indicate that a short time after departing from defendant LOPRESTI's office with CS#1 and UC#1, CC#1 placed calls to defendant LOPRESTI's office phone number and defendant ERWIN's cell phone number, among others.

i. Prior to entering the pharmacy, CC#1 directed UC#1 to use UC#1's money to pay for the prescription and CC#1 would deduct it from the price of the tablets that CC#1 would sell back to UC#1. CS#1 and UC#1 then entered the pharmacy as CC#1 waited inside UC#1's vehicle. After having the prescriptions filled, CS#1 and UC#1 turned over the tablets to CC#1. CC#1 then gave them each 20 oxycodone 30mg tablets as payment for their efforts. UC#1 then purchased an additional 150 oxycodone 30mg tablets from CC#1 at a price of \$14.50 per tablet. After repeated attempts to purchase all of the oxycodone tablets from CC#1, CC#1 refused to sell the remaining 50 oxycodone tablets to UC#1. CC#1 stated CC#1 would sell these 50 tablets for \$25 apiece to other drug buyers.

i. A review of the pharmacy records revealed that the prescription for oxycodone written by defendant LOPRESTI for CS#1 on June 16, 2009, was filled on June 16, 2009. Despite the fact that UC#1 paid for and received the 120 oxycodone 30mg tablets prescribed to him by defendant LOPRESTI as well as a receipt for such purchase, all of which was turned over to law enforcement agents and entered into evidence, the pharmacy failed to maintain a record of its distribution of the narcotic oxycodone.

14. On or about June 25, 2009, during a consensually recorded telephone call between CS#1 and CC#1, CC#1 advised that defendant LOPRESTI directed CC#1 to have the customers refrain from parking their cars in her office parking lot. Defendant LOPRESTI wanted them to park their cars across the street in a shopping center and walk back to her office one person at a time. CC#1 further stated that defendant ERWIN had a prescription for 120 oxycodone 30mg tablets from defendant LOPRESTI for defendant MANN and that CC#1 would go to defendant ERWIN's house to pick it up.

15. On or about June 27, 2009, law enforcement agents met with CS#1 and equipped CS#1 with a digital recorder and followed CS#1 as CS#1 traveled with defendant MANN to CC#1's house. CC#1 gave defendant MANN a prescription written on June 22, 2009 by defendant LOPRESTI for defendant MANN for 120 oxycodone 30mg tablets and \$200 to have it filled. Defendant MANN then went to a pharmacy with CS#1, where he had the prescription filled. Defendant MANN and CS#1 returned to CC#1's house where defendant MANN received 20 oxycodone 30mg tablets as payment for filling the prescription and he purchased another 60 oxycodone 30mg tablets from CC#1 for \$14.50 each. CC#1 kept the remaining 40 oxycodone tablets. Defendant MANN stated to CS#1 that he was neither examined by defendant LOPRESTI nor did he ask defendant LOPRESTI to have this prescription renewed. Furthermore, defendant MANN stated that he did not give permission to defendant ERWIN or CC#1 to pick up this prescription from defendant LOPRESTI.

a. A review of the pharmacy records revealed that the prescription for oxycodone written by defendant LOPRESTI for defendant MANN on June 22, 2009, was filled on June 27, 2009.

16. In addition, on June 27, 2009, defendant MANN was recorded stating, in sum and substance, the following to CS#1:

a. Defendant MANN believed that defendant LOPRESTI must be breaking the law with all of the prescriptions for oxycodone she is writing, and he wondered how defendant LOPRESTI could get away with it without having proper patient medical records.

b. Defendant MANN had filled a prescription from defendant LOPRESTI with CC#1 two times previously.

c. Defendant MANN stated that if arrested, he would turn in defendant LOPRESTI to the police.

d. After filling the prescription but before returning to CC#1's house to receive a total of 80 oxycodone tablets, defendant MANN stated that what he was doing was illegal.

e. Defendant MANN stated that he hoped his buyers of the oxycodone tablets would not overdose and die like the pop singer Michael Jackson.

f. Defendant MANN advised that on the previous day, he purchased 70 oxycodone tablets from his Staten Island supplier for \$15 a pill and he complained that this supplier overcharged him by \$100.

17. On or about July 17, 2009, CC#1 provided CS#1 a prescription written on July 16, 2009, by defendant LOPRESTI for 120 oxycodone 30mg tablets in the name of CS#1. Under the supervision of law enforcement agents, CS#1 received a total of 100 oxycodone 30mg tablets from CC#1 related to this prescription. CS#1 did not ask defendant LOPRESTI for a renewal of this prescription and at no time did CS#1 meet with or have any conversation with defendant LOPRESTI regarding the medical necessity for the renewal of this prescription. CC#1 also provided the money to CS#1 to have the prescription filled at a pharmacy. CS#1 had the prescription filled and then turned over all of the 120 oxycodone 30mg tablets to CC#1 at which time CC#1 gave 20 oxycodone 30mg tablets to CS#1 as payment for filling the prescription. CS#1 then purchased, with DEA serialized buy money, 80 additional oxycodone tablets from CC#1 at the price of \$14.00 per tablet. CC#1 refused to sell the remaining 20 oxycodone tablets to CS#1.

a. A review of the pharmacy records revealed that the prescription for oxycodone written by defendant LOPRESTI for CS#1 on July 16, 2009, was filled on July 17, 2009.

18. On or about July 21, 2009, law enforcement agents met with CS#1 and equipped CS#1 with a digital recorder and followed CS#1 as CS#1 traveled with defendant MANN to CC#1's house. Once there CC#1 gave defendant MANN a prescription written on July 20, 2009, by defendant LOPRESTI for defendant MANN for 120 oxycodone 30mg tablets. CS#1 advised defendant MANN that CC#1 told CS#1 that if defendant MANN wanted to get oxycodone tablets manufactured by a different company, he should go to a pharmacy at another location. Defendant MANN advised CS#1 that he indeed wanted to get the other brand of tablets because those tablets would sell faster than those he received the last time from the last pharmacy used. Defendant MANN then went to the pharmacy recommended by CC#1. After filling the prescription, defendant MANN returned to CC#1's house where CC#1 gave 20 oxycodone 30mg tablets to defendant MANN as payment for filling the prescription and defendant MANN then purchased 80 oxycodone tablets at the price of \$14.00 each. CC#1 kept the remaining 20 oxycodone tablets.

a. A review of the pharmacy records revealed that the prescription for oxycodone written by defendant LOPRESTI for defendant MANN on July 20, 2009, was filled on July 21, 2009.

19. In addition, on July 21, 2009, defendant MANN was recorded stating, in sum and substance, the following to CS#1:

- a. Defendant MANN, in reference to defendant LOPRESTI, wondered what kind of doctor would write prescriptions without seeing her patients.
- b. Defendant MANN stated his belief that what defendant LOPRESTI was doing had to be illegal.
- c. Defendant MANN wondered if defendant LOPRESTI cared about what she was doing.
- d. Defendant MANN wondered if he could get into trouble for getting prescriptions filled in this manner and that doing this made him nervous.
- e. Defendant MANN wondered who actually drives up to defendant LOPRESTI to pick up the prescriptions.

20. On or about July 28, 2009, in a consensually recorded telephone call, CC#1 advised CS#1 that defendant ERWIN would obtain a prescription for 120 oxycodone 30mg tablets from defendant LOPRESTI for UC#1. Two days later, on or about July 30, 2009, in a consensually recorded telephone call, CC#1 advised CS#1 that CC#1 had received the prescription for 120 oxycodone 30mg tablets from defendant LOPRESTI for UC#1. Under the supervision of law enforcement agents, CS#1 advised CC#1 that UC#1 was unavailable but CS#1 could pick up the prescription from CC#1 and give it to UC#1. CC#1 and CS#1 agreed that UC#1 would then take this prescription, fill it, turn over the 120 oxycodone 30mg tablets to CC#1, and that UC#1 would be able to buy the tablets back for \$14.00 per pill. CC#1 subsequently met with CS#1 at a local convenience store where CC#1 gave CS#1 the prescription from defendant LOPRESTI for 120 oxycodone 30mg tablets which was signed and dated July 28, 2009 by defendant LOPRESTI. At no time did UC#1 have any conversation with defendant LOPRESTI regarding the renewal of this prescription. CS#1 provided this prescription to law enforcement agents who entered the prescription into evidence.

Confidential Source Number 2

21. In or about October 2009, law enforcement agents identified and met with a source of information (hereinafter "CS#2") who identified Co-Conspirator #2 (hereinafter "CC#2"), Co-Conspirator #3 (hereinafter "CC#3"), and defendant ERWIN as partners in a large-scale drug trafficking organization distributing thousands of oxycodone tablets on a monthly basis. CS#2 met defendant ERWIN two years prior and began buying oxycodone tablets from him at that time. Defendant ERWIN introduced CS#2 to CC#3 who subsequently recruited CS#2 to pose as a patient to obtain medically unnecessary prescriptions for oxycodone tablets from defendant LAHHAM in New York City. CS#2 advised that defendant ERWIN transported CS#2 to defendant LAHHAM's office and CS#2 did receive these medically unnecessary prescriptions on

two occasions. In addition, CC#3 transported CS#2 to defendant LAHHAM's office and CS#2 did receive medically unnecessary prescriptions on two other occasions.

Confidential Source Number 3

22. In or about November 2009, law enforcement agents identified and met with a third Confidential Source (hereinafter "CS#3"). CS#3 advised that in May 2009, CC#2 and CC#3 recruited CS#3 to help their drug trafficking organization acquire oxycodone tablets for distribution through defendant LAHHAM. As with the other co-conspirators, CC#3 offered to take CS#3 to defendant LAHHAM and pay CS#3 with 20 tablets of oxycodone or cash if CS#3 would go to defendant LAHHAM and pose as a patient or to have fraudulent prescriptions for oxycodone in other people's names filled at various pharmacies. CS#3 agreed to take part in the scheme.

23. Shortly thereafter CC#3 transported CS#3 to defendant LAHHAM's office. CC#3 instructed CS#3 to tell defendant LAHHAM that CS#3 had back pain. Once there, CS#3 went into the examination room with defendant LAHHAM and CC#3. CS#3 stated that defendant LAHHAM asked no medical questions about CS#3's current medical condition or history and prescribed no medical testing or X-Rays. CS#3 witnessed CC#3 pay defendant LAHHAM approximately \$200 in cash after which defendant LAHHAM handed CS#3's prescription for 120 oxycodone 30mg tablets directly to CC#3. CS#3 was never examined by defendant LAHHAM again nor asked any questions by defendant LAHHAM regarding the necessity for being prescribed oxycodone tablets.

24. Subsequently, CS#3 went to defendant LAHHAM's office six (6) times to obtain prescriptions for oxycodone. CS#3 witnessed CC#3 in possession of four (4) prescriptions for oxycodone in CS#3's name that CC#3 had filled without CS#3 being present. CS#3 was paid with 10 or 20 oxycodone tablets each time CS#3 had a prescription from defendant LAHHAM filled and turned the tablets over to CC#3. CS#3 did this approximately 20 times under CS#3's own name and various other names between May 2009 and November 2009.

Confidential Source Number 4

25. In or about November 2009, law enforcement agents identified and met with a fourth Confidential Source (hereinafter "CS#4"). CS#4 advised that in May 2009, CC#3 offered to pay CS#4 \$200 to \$250 if CS#4 would take a prescription from defendant LAHHAM for 120 oxycodone 30mg tablets under CS#4's name or the names of other individuals to various pharmacies and hand over all of the tablets to CC#2 or CC#3. CS#4 accepted the offer. CS#4 admitted to filling defendant LAHHAM prescriptions approximately 16 to 20 times between May 2009 and November 2009. CS#4 was never examined by defendant LAHHAM. CS#4 advised that CC#3 told CS#4 that CC#2 and CC#3 sell the oxycodone tablets to their buyers for \$20 to \$25 apiece.

Confidential Source Number 5

26. In or about April 2010, law enforcement agents identified and met with a fifth Confidential Source (hereinafter "CS#5"). CS#5 advised that on or about April 6, 2010, defendant ERWIN recruited CS#5 to visit defendant LAHHAM in order to obtain a prescription for 120 oxycodone 30mg tablets. As with the other co-conspirators, defendant ERWIN offered to pay CS#5 with 20 tablets of oxycodone or cash. CS#5 agreed to take part in the conspiracy. Defendant ERWIN took CS#5 to a hotel in Atlantic City, New Jersey, where defendant LAHHAM met CS#5 inside a hotel room along with two (2) other of defendant ERWIN's co-conspirators.

27. Defendant LAHHAM gave CS#5 little, if any, medical examination. CS#5 stated defendant LAHHAM asked no medical questions about CS#5's current medical condition or history and prescribed no medical testing or X-Rays prior to writing a prescription for oxycodone for CS#5. Defendant ERWIN's associate, defendant SHUBERT, subsequently drove CS#5 to a pharmacy approximately forty (40) miles from CS#5's home and gave money to CS#5 to pay the pharmacist for the medically unnecessary oxycodone prescription from defendant LAHHAM. CS#5 gave all of the tablets to defendant SHUBERT, who then paid CS#5 with \$250 in cash.

28. On or about May 3, 2010, under the direction of law enforcement agents, CS#5 conducted consensually recorded telephone conversations with defendant ERWIN in which defendant ERWIN directed CS#5 to meet defendant SHUBERT who would give CS#5 an oxycodone prescription from defendant LAHHAM, which CS#5 had not requested, then transport CS#5 to a pharmacy, give money to CS#5 to pay for the tablets, and subsequently sell a quantity of the tablets back to CS#5. Law enforcement agents observed defendant SHUBERT meet with CS#5 and take CS#5 to a pharmacy where CS#5 filled the oxycodone prescription from defendant LAHHAM. The entirety of the transaction with defendant SHUBERT was recorded on a digital audio recorder. CS#5, who was constantly under close surveillance, subsequently returned and met with law enforcement agents and provided 30 oxycodone 30mg tablets to them which were then entered into evidence.

Other Surveillance of DEFENDANTS

29. On or about May 11, 2009, law enforcement agents conducted surveillance of defendant LOPRESTI's office. At approximately 4:25 p.m., defendant ERWIN and CC#1 arrived by vehicle in the parking lot of defendant LOPRESTI's office and followed by a second vehicle. Defendant ERWIN and CC#1 exited their vehicle and entered defendant LOPRESTI's office.

a. At approximately 4:30 p.m., a male co-conspirator exited the second vehicle and entered defendant LOPRESTI's office.

b. At approximately 4:49 p.m., CC#1 exited defendant LOPRESTI's office and entered the second vehicle. At approximately 4:53 p.m., the male co-conspirator exited defendant LOPRESTI's office and returned to the second vehicle.

c. At approximately 5:00 p.m., a second male co-conspirator, who had previously entered the office, exited defendant LOPRESTI's office and entered the driver's seat of the second vehicle. CC#1 then exited the second vehicle and entered defendant ERWIN's vehicle.

d. At approximately 5:31 p.m., defendant ERWIN and CC#1 departed in defendant ERWIN's vehicle.

e. At approximately 6:20 p.m., the second vehicle that previously left defendant LOPRESTI's office arrived at a pharmacy in Old Bridge, New Jersey.

f. At approximately 6:25 p.m., defendant ERWIN's vehicle arrived at the same pharmacy in Old Bridge, New Jersey. After exiting the vehicle, defendant ERWIN and CC#1 entered the pharmacy.

g. At approximately 6:32 p.m., defendant ERWIN and CC#1 exited the pharmacy and departed in defendant ERWIN's vehicle.

30. On or about May 14, 2009, law enforcement agents conducted surveillance of defendant LOPRESTI's office. At approximately 3:00 p.m., defendant LOPRESTI arrived and entered her office.

a. At approximately 4:05 p.m., CC#1 arrived with defendant DIFABIO and a female co-conspirator and entered defendant LOPRESTI's office.

b. At approximately 4:25 p.m., CC#1, defendant DIFABIO, and the female co-conspirator exited defendant LOPRESTI's office and departed in a vehicle.

c. At approximately, 5:06 p.m., CC#1, defendant DIFABIO, and the female co-conspirator arrived at a pharmacy in Old Bridge, New Jersey, and entered the pharmacy together.

d. At approximately 5:20 p.m., CC#1, defendant DIFABIO, and the female co-conspirator exited the pharmacy and departed together in the same vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for the female co-conspirator on May 14, 2009, was filled on May 14, 2009, at the pharmacy in Old Bridge, New Jersey.

31. On or about May 18, 2009, law enforcement agents conducted surveillance at defendant LOPRESTI's office. At approximately 3:00 p.m., defendant LOPRESTI arrived and entered her office.

a. At approximately 3:12 p.m., defendant SAMPSON walked into defendant LOPRESTI's office with defendant WALTON, and a male co-conspirator.

b. At approximately 3:14 p.m., defendant ERWIN arrived at defendant LOPRESTI's office with his child and a male co-conspirator. As defendant ERWIN approached the doorway to defendant LOPRESTI's office, he shook hands with defendant SAMPSON who had exited the door.

c. At approximately 3:27 p.m., defendant SAMPSON, defendant WALTON, and the male co-conspirator exited defendant LOPRESTI's office, followed at approximately 3:44 p.m., by defendant ERWIN, his young child and his father.

d. At approximately 4:30 p.m., CC#1 arrived at defendant LOPRESTI's office driving a vehicle with defendant SKORA, a male co-conspirator and a female co-conspirator. CC#1, defendant SKORA, and the male and female co-conspirators entered defendant LOPRESTI's office.

e. At approximately 4:06 p.m., defendant SAMPSON and defendant WALTON arrived at a pharmacy in Old Bridge, New Jersey.

f. At approximately 5:20 p.m., CC#1, defendant SKORA, and the male and female co-conspirators exited defendant LOPRESTI's office and departed.

g. At approximately 5:56 p.m., CC#1, defendant SKORA, and the male and female co-conspirators arrived at and entered the same pharmacy in Old Bridge, New Jersey.

i. A review of the pharmacy records revealed that the prescriptions for oxycodone written by defendant LOPRESTI for defendants WALTON, SKORA, and the male co-conspirator who arrived with defendant ERWIN on May 18, 2009, were filled on May 18, 2009.

32. On or about November 24, 2009, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

a. At approximately 12:09 p.m., defendant NIES entered defendant LOPRESTI's office.

b. At approximately 12:35 p.m., defendant NIES exited defendant LOPRESTI's office.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant NIES on November 24, 2009, was filled on November 24, 2009.

33. On or about December 15, 2009, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

a. At approximately 11:40 a.m., defendant NIES entered defendant LOPRESTI's office.

b. At approximately 12:05 p.m., defendant NIES exited defendant LOPRESTI's office.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant NIES on December 15, 2009, was filled on December 15, 2009.

34. On or about December 22, 2009, law enforcement agents conducted surveillance of defendant LOPRESTI's office. At approximately 8:58 a.m., defendant LOPRESTI and her assistant arrived. Defendant SHUBERT, who had arrived previously, met defendant LOPRESTI and her assistant and held open the door as the three of them entered the building.

a. At approximately 9:22 a.m., defendant SHUBERT exited defendant LOPRESTI's office and departed in a vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant SHUBERT on December 22, 2009, was filled on December 22, 2009.

b. At approximately 12:41 p.m., defendant BUSHMAN arrived and entered defendant LOPRESTI's office.

c. At approximately 12:53 p.m., defendant BUSHMAN exited defendant LOPRESTI's office and departed in a vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant BUSHMAN on December 22, 2009, was filled on December 22, 2009.

d. At approximately 12:26 p.m., defendant LEWICKI arrived and entered defendant LOPRESTI's office.

e. At approximately 1:03 p.m., defendant LEWICKI exited defendant LOPRESTI's office and departed in a vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant LEWICKI on December 22, 2009, was filled on December 22, 2009.

f. At approximately 1:23 p.m., defendant GURAL arrived and entered defendant LOPRESTI's office.

g. At approximately 1:37 p.m., defendant GURAL exited defendant LOPRESTI's office and departed in a vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant GURAL on December 22, 2009, was filled on December 22, 2009.

35. On or about January 7, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office. At approximately 8:59 a.m., defendant LOPRESTI entered the office building.

a. At approximately 1:33 p.m., defendant SAMPSON, driving a vehicle known by law enforcement to belong to defendant ERWIN, dropped off defendant MORRILL near the door of defendant LOPRESTI's office building. After defendant MORRILL entered the building defendant SAMPSON drove across the street and parked in the parking lot of a pharmacy. Defendant SAMPSON exited the vehicle and entered the pharmacy. A short time later, defendant SAMPSON returned to the vehicle.

b. At approximately 1:44 p.m., defendant MORRILL exited the building and walked across the street to where defendant SAMPSON was waiting. Together they departed in the vehicle. At the request of law enforcement, an officer of the Little Silver Police Department performed a routine motor vehicle stop of the vehicle defendant SAMPSON was driving and requested the identification of the occupants. Defendants SAMPSON and MORRILL provided identification to the police officer of their true identities and they were permitted to drive away.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant MORRILL on January 7, 2010, was filled on January 7, 2010.

36. On or about January 12, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

- a. At approximately 12:41 p.m., defendant NIES entered defendant LOPRESTI's office.
- b. At approximately 1:03 p.m., defendant NIES exited defendant LOPRESTI's office.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant NIES on January 12, 2010, was filled on January 12, 2010.

c. At approximately 1:22 p.m., defendants LEWICKI, JOHNSON, and GURAL entered defendant LOPRESTI's office.

d. At approximately 1:32 p.m., defendant LEWICKI exited defendant LOPRESTI's office.

e. At approximately 1:34 p.m., defendant GURAL exited defendant LOPRESTI's office and walked to defendant LEWICKI's car.

f. At approximately 1:37 p.m., defendant JOHNSON exited defendant LOPRESTI's office and walked to defendant LEWICKI's car, and the three departed in the vehicle.

i. A review of the pharmacy records revealed that prescriptions for oxycodone written by defendant LOPRESTI for defendants LEWICKI, JOHNSON, and GURAL on January 12, 2010, were filled on January 12, 2010.

37. On or about January 19, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office. At approximately 9:23 a.m., defendant LOPRESTI entered the office building.

a. At approximately 10:43 a.m., defendant BUSHMAN and defendant BAKER entered the building together.

b. At approximately 10:49 a.m., defendant BUSHMAN exited the building and was observed talking on his cell phone; he re-entered the building at approximately 10:51 a.m.

c. At approximately 11:01 a.m., defendants BUSHMAN and BAKER exited the building and departed in defendant BUSHMAN's vehicle.

i. A review of the pharmacy records revealed that prescriptions for oxycodone written by defendant LOPRESTI for defendant BUSHMAN and defendant BAKER on January 19, 2010, were filled on January 19, 2010.

38. On or about January 28, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office. At approximately 9:24 a.m., defendant LOPRESTI entered the office building.

a. At approximately 11:24 a.m., defendant BUSHMAN entered the building.

b. At approximately 11:37 a.m., defendant BUSHMAN exited the building and departed in his vehicle.

c. At approximately 12:28 p.m., defendant MORRILL entered the building.

d. At approximately 12:39 p.m., defendant MORRILL exited the building and departed in his vehicle.

e. At approximately 1:11 p.m., defendant POHLIG entered the building.

f. At approximately 1:24 p.m., defendant POHLIG exited the building and departed in a vehicle.

i. A review of the pharmacy records revealed that prescriptions for oxycodone written by defendant LOPRESTI for defendant MORRILL and defendant POHLIG on January 28, 2010, were filled on January 28, 2010.

39. On or about February 1, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

a. At approximately 11:12 a.m., defendant GALATI arrived and entered the building.

b. At approximately 11:33 a.m., defendant GALATI exited the building and departed in a vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant GALATI was filled on February 1, 2010.

40. On or about February 8, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office. At approximately 9:18 a.m., defendant LOPRESTI entered the office building.

a. At approximately 11:56 a.m., defendant BUSHMAN and defendant BAKER entered defendant LOPRESTI's office.

b. At approximately 12:09 p.m., defendant BUSHMAN and defendant BAKER exited the building and departed in a vehicle.

i. A review of the pharmacy records revealed that prescriptions for oxycodone written by defendant LOPRESTI for defendant BUSHMAN and defendant BAKER on February 8, 2010, were filled on February 8, 2010.

41. On or about February 12, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

a. At approximately 2:37 p.m., defendant BUSHMAN and a male co-conspirator entered defendant LOPRESTI's office.

b. At approximately 2:48 p.m., defendant BUSHMAN and the male co-conspirator exited the building and departed in a vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant BUSHMAN, which was dated February 11, 2010, was filled on February 14, 2010.

42. On or about February 18, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

a. At approximately 11:44 a.m., defendant BUSHMAN and a male co-conspirator entered defendant LOPRESTI's office.

b. At approximately 12:19 p.m., defendant BUSHMAN and the male co-conspirator exited the building and departed in a vehicle.

i. A review of the pharmacy records revealed that prescriptions for oxycodone written by defendant LOPRESTI for defendant BUSHMAN and the male co-conspirator on February 18, 2010, were filled on February 19, 2010.

c. At approximately 1:52 p.m., defendant GALATI and a female co-conspirator entered defendant LOPRESTI's office.

d. At approximately 2:04 p.m., defendant GALATI and the female co-conspirator exited defendant LOPRESTI's office and departed in a vehicle.

i. A review of the pharmacy records revealed that prescriptions for oxycodone written by defendant LOPRESTI for defendant GALATI and the female co-conspirator on February 18, 2010, were filled on February 18, 2010.

e. At approximately 2:27 p.m., defendant JOHNSON and two female co-conspirators entered defendant LOPRESTI's office.

f. At approximately 2:39 p.m., defendant JOHNSON and the two female co-conspirators exited the building and departed in a vehicle.

i. A review of the pharmacy records revealed that prescriptions for oxycodone written by defendant LOPRESTI for defendant JOHNSON and the two female co-conspirators on February 18, 2010, were filled on February 18, 2010.

43. On or about February 22, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

a. At approximately 1:11 p.m., defendant LEWICKI entered defendant LOPRESTI's office.

b. At approximately 1:18 p.m., defendant LEWICKI exited the building and departed in a vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant LEWICKI on February 22, 2010, was filled on February 22, 2010.

44. On or about March 8, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

a. At approximately 10:08 a.m., defendant SHUBERT entered defendant LOPRESTI's office.

b. At approximately 10:13 a.m., defendant DIFABIO entered defendant LOPRESTI's office.

c. At approximately 10:21 a.m., defendant SHUBERT exited the building.

d. At approximately 10:35 a.m., defendant DIFABIO exited the building and departed with defendant SHUBERT in a vehicle.

i. A review of the pharmacy records revealed that prescriptions for oxycodone written by defendant LOPRESTI for defendant SHUBERT and defendant DIFABIO on March 8, 2010, were filled on March 8, 2010.

45. On or about June 14, 2010, law enforcement agents conducted surveillance of defendant LOPRESTI's office.

a. At approximately 10:17 a.m., defendant SHUBERT entered defendant LOPRESTI's office.

b. At approximately 10:28 a.m., defendant SHUBERT exited the building and departed in a vehicle.

i. A review of the pharmacy records revealed that a prescription for oxycodone written by defendant LOPRESTI for defendant SHUBERT on June 14, 2010, was filled on June 14, 2010.

Information from defendant DOCKERY

46. On or about March 4, 2010, defendant DOCKERY was interviewed by law enforcement agents. Defendant DOCKERY provided the following information in substance and in part:

47. Defendant DOCKERY stated that CC#1 asked if she wanted to earn money by obtaining prescriptions from defendant LOPRESTI, filling the prescriptions, and giving the tablets to defendant ERWIN and CC#1. Defendant DOCKERY agreed to participate in the scheme. CC#1 contacted defendant LOPRESTI and made an appointment for defendant DOCKERY and four (4) other people. CC#1 then drove defendant DOCKERY to defendant LOPRESTI's office where CC#1 gave defendant DOCKERY \$250 to pay defendant LOPRESTI for her first visit with defendant LOPRESTI. Defendant DOCKERY met with defendant LOPRESTI and defendant LOPRESTI gave defendant DOCKERY a prescription for 120 oxycodone 30mg tablets at that time. The other four (4) persons for whom CC#1 made an appointment were also present at defendant LOPRESTI's office, but they had been escorted there by another co-conspirator.

48. Thereafter, defendant DOCKERY was provided \$150 by CC#1 for all subsequent visits to defendant LOPRESTI to obtain prescriptions for 120 oxycodone 30mg tablets and/or prescriptions for 60 OxyContin 40 mg tablets.

49. CC#1 paid defendant DOCKERY \$500 each time defendant DOCKERY filled a prescription for 120 oxycodone 30mg tablets and transferred all of the tablets to defendant ERWIN or CC#1.

50. CC#1 paid defendant DOCKERY \$1,000 each time defendant DOCKERY filled defendant LOPRESTI prescriptions for both 120 oxycodone 30mg tablets and 60 OxyContin 40 mg tablets and transferred all of the tablets to defendant ERWIN or CC#1.

51. Defendant ERWIN created fraudulent MRI reports on his computer and gave one to defendant DOCKERY to give to defendant LOPRESTI. When defendant DOCKERY brought her own MRI to defendant LOPRESTI, defendant LOPRESTI stated to her, "I can't read films." Defendant DOCKERY told defendant LOPRESTI she wanted oxycodone because she was in a car accident in 2005. Defendant LOPRESTI did not give defendant DOCKERY a physical examination.

52. Defendant ERWIN and CC#1 took defendant DOCKERY to a pharmacy in Old Bridge, New Jersey to fill the prescriptions. Defendant ERWIN and CC#1 have an agreement with the pharmacy in Old Bridge, New Jersey, in which they overpay the pharmacy by approximately \$100 for each prescription in an attempt to avoid detection by law enforcement.

53. Defendant LOPRESTI directed defendant ERWIN to fill defendant LOPRESTI's prescriptions at the pharmacy in Old Bridge, New Jersey.

54. Defendant ERWIN pays defendant LOPRESTI a few thousand dollars up front to pay for the people defendant ERWIN sends to defendant LOPRESTI to obtain prescriptions for oxycodone tablets.

55. Defendant DOCKERY's brother and sister go to defendant LOPRESTI to obtain prescriptions for oxycodone tablets, which they subsequently sell throughout Ocean County, New Jersey.

56. Defendant ERWIN told defendant DOCKERY that he has a friend who is an Ocean County Sheriff's Officer who helps him and his drug trafficking associates avoid law enforcement.

57. Defendant DOCKERY also provided the names of multiple persons who are involved in the scheme directed by defendant ERWIN and defendant LOPRESTI and who have obtained prescriptions for oxycodone tablets from defendant LOPRESTI for the benefit of the ERWIN Organization.

a. A review of the pharmacy records revealed that during the five-month period between April 2009 and August 2009, defendant LOPRESTI prescribed to defendant DOCKERY approximately 23 prescriptions for oxycodone in generic and brand-name tablets.

Information from CC#1

58. In or about July 2010, CC#1 was arrested on a federal complaint charging distribution and possession with intent to distribute oxycodone, a Schedule II controlled substance, in violation of Title 21, United States Code, Section 841(a)(1) and (b)(1)(C). CC#1 subsequently agreed to cooperate with law enforcement agents. CC#1 provided the following information in substance and in part:

Defendant ERWIN and the ERWIN Organization

59. CC#1 acknowledged that CC#1 had been working for and at the direction of defendant ERWIN and his co-conspirators in the course of the illegal activities of the ERWIN Organization. CC#1 has known defendant ERWIN for a number of years and reported that defendant ERWIN has been leading and managing a large-scale oxycodone distribution ring the entire time of their relationship.

60. Defendant ERWIN utilizes physicians throughout New Jersey and in New York to collect prescriptions for oxycodone for which there is no medical necessity. Among the physicians knowingly involved in this illegal distribution ring are defendant LOPRESTI and defendant LAHHAM. Defendant ERWIN visits these physicians himself and pays the physicians for the medically unnecessary oxycodone prescriptions in his name and in the names of other people, who may or may not be present. Defendant ERWIN acquires the oxycodone for further distribution.

61. Defendant ERWIN uses multiple vehicles, registered to him and others, to transport persons to and from the physicians for the medically unnecessary prescriptions and to various pharmacies in New Jersey and New York.

62. Defendant ERWIN provides the money to purchase the oxycodone based upon the medically unnecessary prescriptions, generally for 120 tablets at 30mg each, and pays the individuals either with cash or oxycodone tablets, thereby keeping the remainder, which he sells for \$12 to \$30 each.

63. Defendant ERWIN has transported CC#1 in multiple vehicles to various physicians and to the pharmacies afterwards. Moreover, defendant ERWIN trusted CC#1 and paid CC#1 to recruit and bring customers to defendant LOPRESTI as well as directed CC#1 when to transport customers to the physicians and the pharmacies and which customers to transport.

64. Defendant ERWIN keeps records in a notebook of the customers he sends to the various physicians, including defendant LOPRESTI and defendant LAHHAM. Specifically, defendant ERWIN tracks when a customer visits a particular physician, the prescription provided by the physician, the pharmacy where the prescription is filled, and when that same customer can return to the physician for another prescription. CC#1 admitted keeping similar records in a notebook, at defendant ERWIN's insistence, for those customers that defendant ERWIN directed CC#1 to manage.

65. Defendant ERWIN has no legitimate employment.

66. Defendant ERWIN's only source of income is the proceeds of the illegal trafficking of oxycodone that he leads and manages, but that he uses the proceeds of his illegal trafficking to purchase businesses in attempt to launder and legitimize these illegal proceeds and his lifestyle.

67. Shortly after joining the ERWIN Organization, CC#1 learned that defendant ERWIN's closest partners in the ERWIN Organization were defendant SAMPSON and defendant WALTON. Defendants SAMPSON and WALTON regularly recruited and transported people to defendant LOPRESTI and defendant LAHHAM to obtain prescriptions for oxycodone tablets and also transported these people to fill the prescriptions at pharmacies. Defendant ERWIN directed CC#1 on occasion to transfer money and oxycodone tablets CC#1 collected for defendant ERWIN to defendant SAMPSON. Defendants SAMPSON and WALTON also obtained prescriptions for themselves for oxycodone tablets from defendant LOPRESTI and defendant LAHHAM. CC#1's rank or position in the ERWIN Organization is equal to or immediately below defendants SAMPSON and WALTON.

68. The other ranking members of the ERWIN Organization include, but are not limited to, defendants BUSHMAN, GALATI, NIES, SHUBERT, SKORA. Similar to the roles of defendants ERWIN, SAMPSON, WALTON and CC#1, these other defendants all recruited and transported people to defendant LOPRESTI and to pharmacies for the benefit of the ERWIN

Organization. They collected the tablets from the co-conspirators and turned over the tablets to defendants ERWIN, SAMPSON, WALTON, or CC#1. Many of them also obtained prescriptions for themselves for oxycodone tablets from defendant LOPRESTI and defendant LAHHAM.

69. Based on CC#1's participation in and knowledge of the ERWIN Organization, CC#1 identified multiple other persons who have assisted the ERWIN Organization and personally benefitted by obtaining prescriptions for oxycodone tablets from defendant LOPRESTI, which include but are not limited to: defendants BAKER, DIFABIO, DOCKERY, GURAL, JOHNSON, LEWICKI, MANN, MORRILL, POHLIG, and TERRANOVA.

70. CC#1 indicated that in addition to bringing defendant MANN to defendant LOPRESTI for prescriptions, CC#1 also sold defendant MANN hundreds of oxycodone tablets. These transactions often occurred in defendant MANN's office above one of the two restaurants he operates in Surf City, New Jersey, and that defendant MANN would resell these tablets from his restaurants.

Defendant LOPRESTI

71. Defendant LOPRESTI is fully aware of the scope of the ERWIN Organization.

72. Defendant LOPRESTI regularly writes oxycodone prescriptions for persons who have no medical need for oxycodone and often writes prescriptions for persons without conducting a medical examination and without the persons being present.

73. Defendant ERWIN's co-conspirators did not need to make an appointment to see defendant LOPRESTI. CC#1 brought people to defendant LOPRESTI when her office was mainly open on Mondays, Tuesdays, and Thursdays. Defendant LOPRESTI did not require defendant ERWIN's co-conspirators to fill out any paperwork regarding their office visit. All payments were made with cash.

74. Defendant ERWIN directed CC#1 to bring defendant LOPRESTI bottles of wine, muffins, donuts, and to give defendant LOPRESTI extra cash from time to time for the office visits of the people CC#1 brought to defendant LOPRESTI's office for defendant ERWIN. Defendant ERWIN stated it was important for him to keep defendant LOPRESTI "happy."

75. On at least two (2) occasions, defendant ERWIN gave defendant LOPRESTI envelopes containing approximately \$5,000 in cash. Defendant ERWIN also gave CC#1 envelopes of money and directed CC#1 to give them to defendant LOPRESTI to pay for his co-conspirators' future office visits. On at least one occasion, CC#1 handed the envelope containing the cash to defendant LOPRESTI's secretary who provided a receipt to CC#1.

76. In fact, defendant LOPRESTI regularly accepted cash payments from CC#1 for the oxycodone prescriptions when CC#1 brought customers to defendant LOPRESTI's office, and even provided CC#1 with a receipt for the cash so CC#1 could provide the receipt to defendant ERWIN as proof that defendant LOPRESTI received the money.

77. Defendant ERWIN brought CC#1 to defendant LOPRESTI's home where defendant LOPRESTI wrote oxycodone prescriptions for five (5) persons not present. The names of these five (5) persons were provided by defendant ERWIN and defendant LOPRESTI handed all of the prescriptions to defendant ERWIN. Defendant ERWIN handed \$1000 in cash to defendant LOPRESTI as payment for the prescriptions.

78. On more than one occasion CC#1 met defendant LOPRESTI at the rest area on the Garden State Parkway near Exit 100 and also went to defendant LOPRESTI's home two (2) times to pick up prescriptions for the ERWIN Organization. On one occasion defendant LOPRESTI called CC#1 on the Friday of Labor Day weekend in 2009 and told CC#1 she needed to make some money and asked CC#1 if CC#1 could meet her at the rest area of the Garden State Parkway, and CC#1 agreed. At that time defendant LOPRESTI sold to CC#1 six (6) prescriptions for oxycodone tablets. CC#1 paid defendant LOPRESTI \$1,200 for the six (6) prescriptions, which defendant LOPRESTI wrote in the name of CC#1 and defendant SHUBERT and four other co-conspirators who were not present.

Defendant LAHHAM

79. In or about June 2009, defendant ERWIN directed CC#1 to go to a doctor in New York with his friends, CC#2 and CC#3, in order to obtain prescriptions for oxycodone tablets. Defendant ERWIN told CC#1 that he and CC#3 were friends from high school.

a. CC#1 met CC#2 and CC#3 at the rest stop near Exit 100 on the Garden State Parkway. Accompanying CC#2 and CC#3 were two (2) other female subjects, one of whom crushed and snorted 10 oxycodone 30mg tablets in front of the others that day.

b. CC#2 drove all of them in CC#2's vehicle to the office of defendant LAHHAM in New York. At defendant LAHHAM's office, CC#3 paid defendant LAHHAM \$200 to write a prescription for oxycodone tablets for CC#1. Defendant LAHHAM did not order any diagnostic tests, X-Rays, or an MRI for CC#1 before giving CC#1 the prescription. Defendant LAHHAM also provided prescriptions to the other persons present. They all subsequently traveled to a pharmacy where CC#3 paid for all of their prescriptions to be filled.

80. During the following months of July and August 2009, defendant ERWIN obtained prescriptions from defendant LAHHAM in CC#1's name for oxycodone tablets without CC#1's prior knowledge or consent. CC#1 nonetheless had these prescriptions filled at the direction of defendant ERWIN.

81. On or about June 11, 2010, defendant ERWIN transported CC#1 to visit defendant LAHHAM in a motel room in Atlantic City, New Jersey. Defendant LAHHAM gave CC#1 prescriptions for 120 oxycodone 30mg tablets.

82. Thereafter, CC#1 with the help of another co-conspirator (hereinafter, "CC#4")² recruited 6 people for defendant ERWIN to bring to defendant LAHHAM in order to obtain prescriptions for oxycodone tablets. CC#1 and CC#4 transported these people to a motel in Atlantic City, New Jersey, where they met defendant ERWIN. Defendant ERWIN then escorted these people to defendant LAHHAM's room where they received the medically unnecessary prescriptions.

83. On or about June 17, 2010, CC#1 and CC#4 again met defendant ERWIN in the parking lot of the same motel. CC#1 stayed in the car as defendant ERWIN escorted CC#4 to defendant LAHHAM's room. A short time later, CC#4 returned to the car with a prescription from defendant LAHHAM for 120 oxycodone 30mg tablets. CC#4 subsequently filled the prescription and kept 20 of the tablets. CC#1 and CC#4 sold the remaining 100 tablets to their buyers.

84. Defendant LAHHAM provided the people with a minimal exam consisting only of checking their blood pressure and listening to their heartbeat.

85. Defendant ERWIN informed CC#1 that his people would only need to see defendant LAHHAM one time and would not be required to go back again. Thereafter, defendant ERWIN or CC#1 could obtain the prescriptions directly from defendant LAHHAM for these people.

86. Among the people recruited by CC#1 to obtain medically unnecessary prescriptions from defendant LAHHAM was defendant PUGGI.

87. Defendant PUGGI revealed to CC#1 that he travels to Florida during the first week of each month to obtain oxycodone tablets from doctors and pharmacies and then transports the oxycodone tablets back to Ocean County, New Jersey. CC#1 previously knew that defendant PUGGI distributed oxycodone tablets to local drug traffickers and users.

88. Defendant ERWIN demanded a portion of the tablets as his payment for allowing CC#1 and CC#4 into the scheme with defendant LAHHAM. Typically, from the 120 oxycodone 30mg tablets obtained, 20 of the tablets went to the customer or co-conspirator for their participation, and defendant ERWIN, CC#1 and CC#4 would then split the remaining 100 tablets, with defendant ERWIN getting 50 tablets.

²In or about July 2010, CC#4 was arrested on a federal complaint charging conspiracy to distribute and possess with intent to distribute oxycodone, a Schedule II controlled substance, contrary to Title 21, United States Code, Section 841(a)(1) and (b)(1)(C), in violation of Title 21, United States Code, Section 846.

89. On or about July 3, 2010, defendant ERWIN informed CC#1 that he paid \$6,000 to defendant LAHHAM for 30 prescriptions for oxycodone tablets. CC#1 bought 4 prescriptions for 120 oxycodone 30mg tablets from defendant LAHHAM on the same date.

90. Based on CC#1's participation in and knowledge of the ERWIN Organization, CC#1 identified multiple other persons who have assisted the ERWIN Organization and personally benefitted by obtaining prescriptions for oxycodone tablets from defendant LAHHAM, which include but are not limited to: defendants SAMPSON, WALTON, BAKER, BUSHMAN, DIFABIO, GALATI, LEWICKI, MORRILL, NIES, PUGGI, SHUBERT, SKORA, and TERRANOVA.

Information from CC#2 and CC#3

91. In or about May 2010, CC#2 and CC#3 were arrested on a federal complaint charging conspiracy to distribute and possess with intent to distribute oxycodone, a Schedule II controlled substance, contrary to Title 21, United States Code, Section 841(a)(1) and (b)(1)(C), in violation of Title 21, United States Code, Section 846. CC#2 and CC#3 agreed to cooperate with law enforcement agents. CC#2 has provided the following information in substance and in part.

92. CC#2 was introduced to defendant LAHHAM approximately 18 months before his arrest by defendant ERWIN. On this first visit to defendant LAHHAM, CC#2 went with defendant ERWIN, CC#3, defendant SAMPSON, and other associates of defendant ERWIN. The purpose of this trip to defendant LAHHAM's office was to obtain prescriptions for oxycodone tablets. At the time defendant LAHHAM used offices in Brooklyn, New York and the Bronx, New York.

93. Defendant LAHHAM did not require CC#2 or any other person to have an X-Ray or MRI prior to prescribing oxycodone tablets. On the first visit defendant LAHHAM only listened to CC#2's heart, measured blood pressure, and asked CC#2 to bend over. Thereafter, CC#2 visited defendant LAHHAM and obtained a prescription for oxycodone every 21 to 30 days.

94. In or about July or August 2009, defendant SHAKER, who CC#2 knew as defendant LAHHAM's driver, asked CC#2 if CC#2 wanted to buy blank prescriptions with defendant LAHHAM's name on them. CC#2 agreed and purchased eight (8) blank prescriptions for \$100 each. CC#2 forged defendant LAHHAM's signature on each of the prescriptions to obtain 120 oxycodone 30mg tablets (a total of 960 oxycodone tablets).

95. CC#2 met defendant SHAKER monthly and obtained between four (4) and eight (8) prescriptions. Defendant SHAKER sometimes sold the prescriptions to CC#2 on credit for later payment.

96. During the third visit to defendant LAHHAM, CC#2 asked defendant LAHHAM to also write prescriptions for oxycodone tablets for people not present. Defendant LAHHAM agreed and wrote such prescriptions. CC#2 paid defendant LAHHAM \$200 for each of the 3 or 4

prescriptions written for people CC#2 knew but who were not present. CC#2 continued to visit defendant LAHHAM on a monthly basis to purchase oxycodone prescriptions for himself and other persons who were not present.

97. CC#2, together with CC#3 and their associates, including defendant SAMPSON and others filled the prescriptions CC#2 purchased from defendant LAHHAM at various pharmacies.

98. On occasion, CC#2 sold the blank prescriptions obtained from defendant SHAKER to defendants ERWIN and SAMPSON for \$500 each.

99. Eventually, defendant LAHHAM began primarily meeting with CC#2 and defendants ERWIN and SAMPSON, and others, at hotels and fast food restaurants in the area of Atlantic City, New Jersey.

100. On or about May 13, 2010, at the direction of law enforcement agents, CC#2 contacted defendant LAHHAM and asked to meet him in order to procure medically unnecessary prescriptions for oxycodone. CC#2 and defendant LAHHAM agreed to meet at a hotel in Atlantic City, New Jersey. CC#2, alone, met defendant LAHHAM at a coffee shop located at the hotel. During the meeting, CC#2 received 3 oxycodone prescriptions in the name of CC#2 and two other people who were not present, from defendant LAHHAM. These prescriptions were Official New York State Prescriptions in the name of defendant LAHHAM with his office's pre-printed address, on which defendant LAHHAM crossed out the pre-printed telephone number and handwrote his cell phone number, along with the handwritten DEA number assigned to defendant LAHHAM. Defendant LAHHAM did not charge CC#2 for the prescriptions at that time. CC#2 had been equipped with a digital recorder and all of the conversations with defendant LAHHAM were recorded. This transaction also was witnessed by several law enforcement agents.

101. After the meeting with defendant LAHHAM, CC#2 met with defendant SHAKER, defendant LAHHAM's driver/associate, outside of the same hotel. Defendant SHAKER sold 6 blank Official New York State Prescriptions in the name of defendant LAHHAM with his office's pre-printed address to CC#2. During this meeting, defendant SHAKER discussed his prior sale of five (5) blank prescriptions to CC#2 and CC#2's outstanding balance owed to defendant SHAKER. Defendant SHAKER charged CC#2 \$100 per blank prescription. CC#2 had been equipped with a digital recorder and all of the conversations with defendant SHAKER were recorded. This transaction also was witnessed by several law enforcement agents.

102. On or about May 21, 2010, at the direction of law enforcement agents, CC#2 called defendant SHAKER and asked whether defendant SHAKER could sell an entire prescription pad which consists of 100 individual prescriptions. Defendant SHAKER agreed and directed CC#2 to meet him at a hotel in Atlantic City, New Jersey. Defendant SHAKER subsequently met and sold 52 blank prescriptions in the name of defendant LAHHAM to CC#2 for \$700. Defendant SHAKER also gave CC#2 a slip of paper on which he had written, according to defendant

SHAKER, a medical licensing number assigned to defendant LAHHAM for CC#2 to give to a pharmacist if CC#2 was questioned regarding the authenticity of the prescription in the name of defendant LAHHAM. CC#2 had been equipped with a digital recorder and all of the conversations with defendant SHAKER were recorded. The video recording shows defendant SHAKER had what appeared to be an entire pad, which he broke in half and sold one half to CC#2. The audio recording confirms this transaction.

103. On or about May 25, 2010, at the direction of law enforcement agents, CC#2 contacted defendant LAHHAM and asked to meet him to purchase prescriptions. Defendant LAHHAM agreed to meet CC#2 and advised that he was staying at a hotel in Atlantic City, New Jersey. CC#2 subsequently met defendant LAHHAM at a coffee shop located in that hotel. During the meeting, CC#2 purchased 3 oxycodone prescriptions in the name of CC#2 and two other people who were not present, from defendant LAHHAM. These prescriptions were Official New York State Prescriptions in the name of defendant LAHHAM with his office's pre-printed address, on which defendant LAHHAM crossed out the pre-printed telephone number and handwrote his cell phone number, along with the handwritten DEA number assigned to defendant LAHHAM. During this meeting, defendant LAHHAM and CC#2 left the coffee shop and went to defendant LAHHAM's car in the parking garage to get more prescriptions because defendant LAHHAM had only one prescription with him initially. CC#2 paid \$200 to defendant LAHHAM at that time. CC#2 had been equipped with a digital recorder and all of the conversations with defendant LAHHAM were recorded.

104. A short time after meeting with defendant LAHHAM, CC#2 met with defendant SHAKER outside of the hotel. Defendant SHAKER discussed his prior sale of blank prescriptions in the name of defendant LAHHAM to CC#2 and CC#2's outstanding balance owed to defendant SHAKER. CC#2 had been equipped with a digital recorder and all of the conversations with defendant SHAKER were recorded. This transaction also was witnessed by several law enforcement agents.

105. On or about May 27, 2010, at the direction of law enforcement agents, CC#2 conducted consensually recorded telephone conversations with defendant SHAKER. Defendant SHAKER told CC#2 that "Stephen", known to CC#2 as defendant SAMPSON, had recently met with defendant LAHHAM and had purchased 20 medically unnecessary oxycodone prescriptions for \$2,000 in various people's names from defendant LAHHAM.

106. On this same date, defendant ERWIN contacted CS#5 and advised that he had a prescription from defendant LAHHAM for 120 oxycodone 30mg for CS#5 to have filled. Defendant ERWIN wanted to arrange for CS#5 to acquire the tablets for defendant ERWIN. CS#5 had no communication with defendant LAHHAM for the medical necessity of this prescription, nor had CS#5 requested the prescription.

107. On or about June 15, 2010, at the direction of law enforcement, CC#3 contacted defendant LAHHAM and asked to meet to purchase prescriptions. Defendant LAHHAM agreed and

advised that he was staying at a hotel in Atlantic City, New Jersey. CC#3 subsequently met defendant LAHHAM at a coffee shop located in the hotel. During the meeting, CC#3 purchased 5 prescriptions in the name of CC#3 and four other people who were not present, from defendant LAHHAM. These prescriptions were Official New York State Prescriptions in the name of defendant LAHHAM with his office's pre-printed address, on which defendant LAHHAM crossed out the pre-printed telephone number and handwrote his cell phone number, along with the handwritten DEA number assigned to defendant LAHHAM. CC#3 paid \$300 to defendant LAHHAM at that time. CC#3 had been equipped with a digital recorder and all of the conversations with defendant LAHHAM were recorded. This transaction also was witnessed by several law enforcement agents.

108. A short time after meeting with defendant LAHHAM, CC#3 met with defendant SHAKER outside of the hotel. Defendant SHAKER discussed his prior sale of blank prescriptions in the name of defendant LAHHAM to CC#2 and CC#2's outstanding balance owed to defendant SHAKER. Defendant SHAKER agreed to sell 12 blank prescriptions in the name of defendant LAHHAM. CC#3 paid \$200 to defendant SHAKER at that time for the 12 blank prescriptions. CC#3 had been equipped with a digital recorder and all of the conversations with defendant SHAKER were recorded. This transaction also was witnessed by several law enforcement agents.

Pharmacy Records

109. Pursuant to Title 21, United States Code, Section 821, *et seq.*, and Title 21, Code of Federal Regulations, Section 1301, *et seq.*, pharmacies are required to maintain records of all prescriptions they fill. During the course of this investigation, however, the investigation has uncovered that certain pharmacies fail to maintain such required records and so the data provided fails to capture all of the medically unnecessary prescriptions distributed by defendants LOPRESTI and LAHHAM. Nonetheless, a review of prescriptions filled at various pharmacies in New Jersey, has revealed that thousands of prescriptions for oxycodone, authorized by defendant LOPRESTI and LAHHAM, have been filled during the course of their criminal venture with defendant ERWIN and others. The following information is offered to provide a sampling of the medically unnecessary prescriptions that some of the DEFENDANTS have been able to secure from defendants LOPRESTI and LAHHAM.

110. Defendant ERWIN

a. In addition to the information detailed above, a review of the pharmacy records revealed that defendant LOPRESTI prescribed to defendant ERWIN a total of approximately 12 prescriptions in 5 months (once during January, March and June 2009; twice in May 2009; thrice in July 2009; and four times in April 2009) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant ERWIN a total of approximately 25 prescriptions in 16 months (once during January, June, August, October, December 2009,

February, March, May, September, November and December 2010; twice in May and July 2009, January, April and July 2010; and four times in March 2009) for oxycodone in generic and brand-name tablets.

111. Defendant SAMPSON

a. Defendant LOPRESTI prescribed to defendant SAMPSON a total of approximately 7 prescriptions in 6 months (once during February, March, April, May, and July 2009; and twice in August 2009) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant SAMPSON prescriptions for oxycodone approximately 33 times during the 20-month period between January 2009 and August 2010.

112. Defendant BAKER

a. Defendant LOPRESTI prescribed to defendant BAKER prescriptions for oxycodone approximately 40 times during the 17-month period between May 2009 and September 2010.

b. Defendant LAHHAM prescribed to defendant BAKER a total of approximately 11 prescriptions in 9 months (once during March, April, May, June 2009, and January, March and August 2010; and twice in July and December 2009) for oxycodone in generic and brand-name tablets.

113. Defendant BUSHMAN

a. Defendant LOPRESTI prescribed to defendant BUSHMAN a total of approximately 14 prescriptions in 10 months (once during March, April, May, June, July, October, November, and December 2009; twice in January 2010; and thrice in February 2010) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant BUSHMAN a total of approximately 17 prescriptions in 12 months (once during October 2009, January, April, May, June and August, September, October 2010; twice in December 2009, March and July 2010; and thrice in February 2010) for oxycodone in generic and brand-name tablets.

114. Defendant DIFABIO

a. Defendant LOPRESTI prescribed to defendant DIFABIO a total of approximately 3 prescriptions in 3 months (once during July and August 2009, and March 2010) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant DIFABIO a total of approximately 9 prescriptions in 8 months (once during December 2009, January, February, March, April, May, June 2010, and twice in July 2010) for oxycodone in generic and brand-name tablets.

115. Defendant GALATI

a. Defendant LOPRESTI prescribed to defendant GALATI a total of approximately 20 prescriptions in 14 months (once during March, June, July, August, October 2009, April, August and September 2010; and twice in May, December 2009, January, February, March and July 2010) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant GALATI a total of approximately 15 prescriptions in 12 months (once during February, March, May, June, July 2009, February, March, April, and September 2010; and twice in May and July, August 2010) for oxycodone in generic and brand-name tablets.

116. Defendant GURAL

a. Defendant LOPRESTI prescribed to defendant GURAL a total of approximately 20 prescriptions in 18 months (once during February, March, June, July, October, November, December 2009, and January, February, April, May, June, July, August, September, and November 2010, and twice in May and September 2009) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant GURAL a total of approximately 10 prescriptions in 10 months (prescriptions for oxycodone once during November and December 2009, and January, February, March, April, May, June, July, and August 2010) for oxycodone in generic and brand-name tablets.

117. Defendant JOHNSON

a. Defendant LOPRESTI prescribed to defendant JOHNSON a total of approximately 4 prescriptions in 3 months (once during January and February 2010, and twice in December 2009) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant JOHNSON a total of approximately 12 prescriptions in 10 months (once during December 2009, January, March, April, May, June, August, and September 2010, and twice in February and July 2010) for oxycodone in generic and brand-name tablets.

118. Defendant LEWICKI

a. Defendant LOPRESTI prescribed to defendant LEWICKI a total of approximately 8 prescriptions in 7 months (once during May, July, December 2009, and January, March, and April 2010; and twice in February 2010) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant LEWICKI a total of approximately 23 prescriptions in 18 months (once during May, June, July, October, December 2009, January, April, May, June, August, September, October, December 2010; and twice in January, March 2009, February, March, May 2010) for oxycodone in generic and brand-name tablets.

119. Defendant MORRILL

a. Defendant LOPRESTI prescribed to defendant MORRILL a total of approximately 9 prescriptions in 8 months (once during July, October, November, December 2009, and February, March, April 2010, and twice in January 2010) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant MORRILL a total of approximately 17 prescriptions in 14 months (once during June, July, September, December 2009, January, February, March, April, June, July, September 2010, and twice in October 2009, May and August 2010) for oxycodone in generic and brand-name tablets.

120. Defendant NIES

a. Defendant LOPRESTI prescribed to defendant NIES a total of approximately 11 prescriptions in 9 months (once during June, July, August, September, November, December 2009, and January 2010, and twice in April and May 2009) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant NIES a total of approximately 11 prescriptions in 10 months (once during April, July 2009, March April, May, June, August, September and October 2010; and twice in May 2009) for oxycodone in generic and brand-name tablets.

121. Defendant POHLIG

a. Defendant LOPRESTI prescribed to defendant POHLIG prescriptions for oxycodone approximately 42 times during the 13-month period between April 2009 and April 2010.

122. Defendant PUGGI

a. Defendant LOPRESTI prescribed to defendant PUGGI prescriptions for oxycodone approximately 48 times during the 14-month period between July 2009 and August 2010.

b. Defendant LAHHAM prescribed to defendant PUGGI a total of approximately 2 prescriptions in 2 months (once during June and August 2010) for oxycodone in generic and brand-name tablets.

123. Defendant SHUBERT

a. Defendant LOPRESTI prescribed to defendant SHUBERT a total of approximately 17 prescriptions in 16 months (once during July, August, September, October, November, and December 2009, and January, February and April, May, June, July, August, September, and October 2010, and twice in March 2010) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant SHUBERT a total of approximately 10 prescriptions in 7 months (once during January, February, May and June 2009; and twice in December 2009, March and July 2010) for oxycodone in generic and brand-name tablets.

124. Defendant SKORA

a. Defendant LOPRESTI prescribed to defendant SKORA a total of approximately 6 prescriptions in 6 months (once during April, May 2009, and April, May, June, and August 2010) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant SKORA a total of approximately 12 prescriptions in 11 months (once during April, September, October, November 2009, January, March, April, May, July and November 2010; and twice in February 2010) for oxycodone in generic and brand-name tablets.

125. Defendant TERRANOVA

a. Defendant LOPRESTI prescribed to defendant TERRANOVA a total of approximately 8 prescriptions in 7 months (once during March, April, June, July, August and September 2009; and twice in May 2009) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant TERRANOVA a total of approximately 22 prescriptions in 18 months (once during January, March, May, June, August, September, October 2009, March, April, May, June, July, August and September 2010; and twice in February, July, December 2009, and February 2010) for oxycodone in generic and brand-name tablets.

126. Defendant WALTON

a. Defendant LOPRESTI prescribed to defendant WALTON a total of approximately 7 prescriptions in 7 months (once during March, April, May, June, July, August, and September 2009) for oxycodone in generic and brand-name tablets.

b. Defendant LAHHAM prescribed to defendant WALTON a total of approximately 11 prescriptions in 10 months (once during July, December 2009, January, February, April, May, June, July, and September 2010 and twice in August 2010) for oxycodone in generic and brand-name tablets.

127. Law enforcement agents obtained partial pharmacy records for prescriptions written by defendant LOPRESTI from January 2009 through December 2010. Those records, which do not capture the full extent of defendant LOPRESTI's prescriptions, reveal that during that period approximately 375,360 tablets of oxycodone of various strengths were issued by pharmacies pursuant to approximately 5,066 prescriptions written by defendant LOPRESTI.

128. Law enforcement agents obtained partial pharmacy records for prescriptions written by defendant LAHHAM from January 2009 through December 2010. Those records, which do not capture the full extent of defendant LAHHAM's prescriptions, reveal that during that period more than 162,251 tablets of oxycodone of various strengths were issued by pharmacies pursuant to approximately 1,320 prescriptions written by defendant LAHHAM.

129. Based upon my review of these documents and my knowledge of the investigation to date, and consistent with the information provided by the Confidential Sources and Co-Conspirators about DEFENDANTS, I believe these prescriptions were fraudulently obtained, and were not medically necessary.