

---

---

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

---

---

UNITED STATES OF AMERICA

-v-

ERNESTO ROMERO-VIDAL,  
a/k/a "Bemba,"  
DANIEL DIAZ-PAEZ,  
a/k/a "El Burro,"  
SILVIO RAMIREZ, and  
MARTIN LOPEZ,  
a/k/a "El Negro"

AMENDED CRIMINAL COMPLAINT

Mag. No. 12-7141 (CLW)

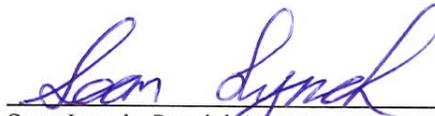
I, Sean Lynch, being duly sworn, state the following is true and correct to the best of my knowledge and belief. In the District of New Jersey, and elsewhere,

**SEE ATTACHMENT A**

I further state that I am a Special Agent with the Federal Bureau of Investigation and that this complaint is based on the following facts:

**SEE ATTACHMENT B**

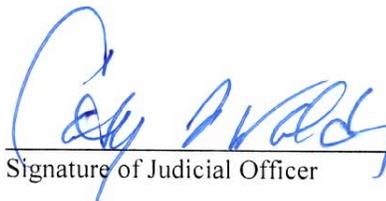
continued on the attached pages and made a part hereof.



Sean Lynch, Special Agent  
Federal Bureau of Investigation

Sworn to before me and  
subscribed in my presence on  
May 29, 2012, in Newark, New Jersey

HONORABLE CATHY L. WALDOR  
UNITED STATES MAGISTRATE JUDGE

  
Signature of Judicial Officer

**ATTACHMENT A**  
**Conspiracy to Receive and Sell Stolen Goods**  
**(18 U.S.C. § 371)**

1. The principal object of the conspiracy was for Defendants ERNESTO ROMERO-VIDAL, a/k/a “Bemba,” DANIEL DIAZ-PAEZ, a/k/a “El Burro,” SILVIO RAMIREZ, and MARTIN LOPEZ, a/k/a “El Negro” (collectively, the “Defendants”), and others to receive, possess, sell, and dispose of goods and merchandise, which had crossed a State boundary after being stolen and taken, and the Defendants having knowing the same to have been stolen and taken.

2. It was part of the conspiracy that the Defendants arranged for the receipt of stolen goods, namely, prescription respiratory medicine, valued in excess of \$5,000.

3. It was further part of the conspiracy that the Defendants arranged for the sale of the stolen prescription respiratory medicine.

4. From in and around December 2009 until in and around March 2010, in Hudson County, in the District of New Jersey, and elsewhere, Defendants

ERNESTO ROMERO-VIDAL, a/k/a “Bemba,”  
DANIEL DIAZ-PAEZ, a/k/a “El Burro,”  
SILVIO RAMIREZ, and  
MARTIN LOPEZ, a/k/a “El Negro”

did knowingly and intentionally conspire and agree with each other and others to receive, possess, conceal, store, barter, sell and dispose of goods, namely prescription respiratory medicine, having a value of more than \$5,000, which had crossed a State or United States boundary after having been stolen, unlawfully converted and taken, knowing the same to have been stolen, unlawfully converted and taken, contrary to Title 18, United States Code, Sections 2315, and in violation of Title 18, United States Code, Section 371.

**Overt Acts**

5. In and around February 2010, in Sweetwater, Florida, defendant ROMERO-VIDAL met with a buyer to broker the sale of prescription respiratory medicine that had originated from Texas, was reported stolen in Pennsylvania, and was sold in New Jersey.

6. On or about March 2, 2010, defendant MARTIN LOPEZ had a telephone conversation in which he agreed to have the stolen respiratory medicine delivered to New Jersey.

7. On or about March 4, 2010, in North Bergen, New Jersey, defendant DANIEL DIAZ-PAEZ, a/k/a “El Burro,” drove a trailer carrying prescription respiratory medicine, which had been reported stolen in Pennsylvania.

8. On or about March 4, 2010, in North Bergen, New Jersey, defendant SILVIO RAMIREZ accompanied others to deliver prescription respiratory medicine that had been reported stolen in Pennsylvania, and he counted the money that he and others were paid upon delivery of that stolen medicine.

## ATTACHMENT B

I, Sean Lynch, a Special Agent of the Federal Bureau of Investigation (hereinafter "FBI"), having conducted an investigation and having spoken with other individuals and having reviewed reports and documents, have knowledge of the facts provided below. Because this Affidavit is submitted for the sole purpose of establishing probable cause to support the issuance of a complaint, I have not included each and every fact known by the government concerning this investigation. Statements attributed to individuals are provided in substance and in part.

1. On or about December 2, 2009, a full tractor trailer load of prescription respiratory medicine that originated from Dey L.P. in Allen, Texas and was destined for Sandoz, Incorporated in Mechanicsburg, Pennsylvania was reported stolen to the Pennsylvania State Police (hereinafter "the Sandoz Load"). Several days later, law enforcement recovered the tractor and trailer that had been carrying the Sandoz Load in Fredericksburg, Maryland.
2. The stolen items in the Sandoz Load included DuoNeb, a prescription combination medication containing Albuterol Sulfate and Ipratropium Bromide and indicated for patients with Chronic Obstructive Pulmonary Disease. According to Sandoz, the wholesale acquisition cost ("WAC"), that is, the price that a wholesaler pays to purchase the drugs from the manufacturer, of the Sandoz Load is estimated to be \$1,150,000.
3. On or about February 17, 2010, in Sweetwater, Florida, a confidential source deemed reliable by law enforcement (hereinafter "CS-FL"), met with defendant ROMERO-VIDAL and discussed the sale and purchase of a portion of the Sandoz Load. During the meeting, which was consensually recorded, defendant ROMERO-VIDAL told CS-FL that: (1) the Sandoz Load previously had been stolen by one group of thieves, partially sold, and then stolen again by another group of thieves, before his "partner" took possession of the remaining load; and (2) his "partner" still had possession of the remaining part of the Sandoz Load, a portion of which was to be sold to CS-FL.
4. On or about March 2, 2010, another confidential source deemed reliable by law enforcement (hereinafter "CS-NJ"), spoke to defendant MARTIN LOPEZ ("defendant LOPEZ") by phone. Defendant LOPEZ discussed having the Sandoz Load delivered to North Carolina but ultimately agreed to have the prescription respiratory medicine delivered to New Jersey.
5. On or about March 4, 2010, CS-NJ, under the supervision of law enforcement, arranged for the delivery of a portion of the Sandoz Load to occur at a Toys 'R' Us parking lot in North Bergen, New Jersey. CS-NJ gave defendant DIAZ-PAEZ and others directions to the parking lot. Law enforcement conducted surveillance of the meeting at the Toys 'R' Us parking lot, which also was consensually recorded:
  - a. CS-NJ and another confidential source ("CS #3") were waiting in the parking lot with a vehicle and a blue tractor, when, at approximately 9:51 a.m., defendant SILVIO RAMIREZ ("defendant RAMIREZ") arrived at the North Bergen parking lot in a 2001 silver Ford Expedition, followed by defendant DIAZ-PAEZ, who was driving a white tractor-trailer.

- b. Defendant RAMIREZ's Ford Expedition was registered in his name. The white tractor driven by defendant DIAZ-PAEZ bore a Florida license plate number ending in 02F, and the white trailer hooked to the white tractor also bore a Florida license plate number ending in 3CF. According to law enforcement, both Florida license plates traced back to "Daniel Diaz Paez" of Miami, Florida.
- c. At approximately 9:58 a.m., defendant DIAZ-PAEZ unhooked the white trailer, and CS #3 hooked the white trailer to CS #3's blue tractor. About ten minutes later, CS #3 drove away in the blue tractor, with defendant DIAZ-PAEZ's white trailer, which was carrying the stolen goods in tow. CS-NJ and defendants DIAZ-PAEZ and RAMIREZ and others remained at Toys R Us.
- d. Approximately one hour later, the blue tractor hauling the white trailer, which earlier had been carrying the stolen goods, returned to the parking lot. A few minutes later, defendant RAMIREZ and others got into CS-NJ's vehicle, where CS-NJ paid them \$64,000. Defendant RAMIREZ counted the money. The white trailer, which had been carrying stolen goods was reattached to defendant DIAZ-PAEZ's white tractor. At approximately 11:10 a.m., CS #3 left the parking lot in his blue tractor.

6. According to law enforcement, the lot numbers on the goods recovered from defendant DIAZ-PAEZ's white trailer on March 4, 2010 corresponded to the lot numbers from the Sandoz Load that was stolen in Pennsylvania on or about December 2, 2009. The WAC was \$485,000 on the portion of the Sandoz Load that was sold and delivered to CS-NJ on March 4, 2010 for approximately \$70,000 from and through defendant ROMERO-VIDAL, defendant DIAZ-PAEZ, defendant RAMIREZ and others.

7. On or about March 21, 2010, CS-NJ, CS-FL, and defendant LOPEZ met at defendant LOPEZ's residence in Florida. During the meeting, which was consensually recorded, defendant LOPEZ acknowledged that he was responsible for having the Sandoz Load delivered to New Jersey and that he received payment for the transaction.