

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA

**CRIMINAL COMPLAINT**

v.

Mag. No. 12- 7140 (CLW)

ERNESTO ROMERO-VIDAL,  
a/ka/ "Bemba,"  
REYNALDO TAPANES,  
a/k/a "El Gordo,"  
ARIEL GARCIA, and  
ROCKE R. LOPEZ-BATISTA,  
a/k/a "El Nino"

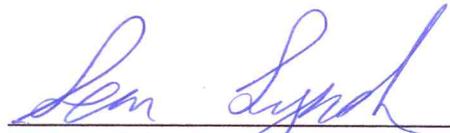
I, the undersigned complainant, being duly sworn, state the following is true and correct to the best of my knowledge and belief. In the District of New Jersey, and elsewhere,

**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:  Yes  No



Sean Lynch, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,  
May 2<sup>nd</sup>, 2012, in Newark, New Jersey

HONORABLE CATHY L. WALDOR  
UNITED STATES MAGISTRATE JUDGE



Signature of Judicial Officer

ATTACHMENT A

COUNT I

CONSPIRACY TO RECEIVE AND SELL STOLEN GOODS - L'OREAL LOAD  
(18 U.S.C. § 371)

1. The principal object of the conspiracy was for Defendants ERNESTO ROMERO-VIDAL, a/k/a "Bemba," and REYNALDO TAPANES, a/k/a "El Gordo," (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 known 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 hair care products, valued well in excess of \$5,000.

3. It was further part of the conspiracy that the Defendants would arrange for the sale of those stolen hair care products.

4. From in or about August 2008 until in or about October 2009, in Essex County, in the District of New Jersey, and elsewhere, Defendants

ERNESTO ROMERO-VIDAL, a/k/a/ "Bemba" and  
REYNALDO TAPANES, a/k/a "El Gordo,"

did knowingly and intentionally conspire and agree with each other and others to receive, possess, conceal, store, barter, sell and dispose of goods, namely hair care products, 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, Section 2315, and in violation of Title 18, United States Code, Section 371.

Overt Acts

5. On or about October 20, 2009, in Elizabeth, New Jersey, defendant REYNALDO TAPANES possessed and distributed samples of stolen hair care products.

6. On or about October 21, 2009, defendant REYNALDO TAPANES delivered stolen hair care products to a warehouse in Newark, New Jersey.

7. On or about October 29, 2009, defendant ERNESTO ROMERO-VIDAL received a payment of \$4,000 for brokering the sale and purchase of the stolen hair products.

## COUNT II

### CONSPIRACY TO POSSESS A STOLEN INTERSTATE SHIPMENT - MYLAN LOAD (18 U.S.C. § 371)

8. The principal object of the conspiracy was for Defendants REYNALDO TAPANES, a/k/a "El Gordo," ARIEL GARCIA, and ROCKE R. BAPTISTE-LOPEZ, a/k/a "El Nino" (collectively, the "Defendants"), and others, to possess goods and chattels, which were moving as and which were a part of and which constituted an interstate and foreign shipment of freight, express, and other property, knowing the same to have been embezzled and stolen.

9. It was part of the conspiracy that the Defendants arranged for the receipt of stolen goods, namely prescription respiratory medicine, valued well in excess of \$1,000.

10. It was further part of the conspiracy that the Defendants would arrange for the sale of that stolen prescription respiratory medicine.

11. From in or about September 2009 until in or about October 2009, in the District of New Jersey, and elsewhere, Defendants

REYNALDO TAPANES, a/k/a "El Gordo,"  
ARIEL GARCIA, and  
ROCKE R. LOPEZ-BATISTA, a/k/a "El Nino,"

did knowingly and intentionally conspire and agree with each other and others to possess goods and chattel, namely prescription respiratory medicine, having a value of more than \$1,000, which were moving as and which were a part of and which constituted an interstate and foreign shipment of freight, express, and other property, knowing the same to have been embezzled and stolen, contrary to Title 18, United States Code, Section 659; and in violation of Title 18, United States Code, Section 371.

#### Overt Acts

12. On or about October 20, 2009, defendant REYNALDO TAPANES delivered samples of stolen prescription respiratory medicine at a location in Elizabeth, New Jersey, to an individual who, unbeknownst to defendant REYNALDO TAPANES, was a confidential source.

13. On or about October 29, 2009, defendants ARIEL GARCIA and REYNALDO TAPANES delivered stolen prescription respiratory medicine to a location in Miramar, Florida.

14. On or about October 29, 2009, defendants REYNALDO TAPANES, ARIEL GARCIA, and ROCKE R. LOPEZ-BATISTA received \$140,000 in payment for the sale of the stolen prescription respiratory medicine at the residence of defendant ARIEL GARCIA in Miami, Florida.

COUNT III

CONSPIRACY TO RECEIVE AND SELL STOLEN GOODS- SANDOZ LOAD  
(18 U.S.C. § 371)

15. The principal object of the conspiracy was for Defendants ERNESTO ROMERO-VIDAL, a/k/a "Bemba" and ROCKE R. BAPTISTE-LOPEZ, a/k/a "El Nino" (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 known the same to have been stolen and taken.

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

17. It was further part of the conspiracy that the Defendants would arrange for the sale of the stolen prescription respiratory medicine.

18. From in or about December 2, 2009 until in or about December 10, 2009, in Essex County, in the District of New Jersey, and elsewhere, Defendants

ERNESTO ROMERO-VIDAL, a/k/a "Bemba," and  
ROCKE R. LOPEZ-BATISTA, a/k/a "El Nino,"

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 have 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, Section 2315, and in violation of Title 18, United States Code, Section 371.

Overt Acts

19. On or about December 5, 2009, defendant ROCKE R. BAPTISTE-LOPEZ drove a confidential source deemed to be reliable by law enforcement (hereinafter "CS-NJ") to a self-storage facility in Lake Placid, Florida, where a coconspirator, who is now deceased (hereinafter "CC-1"), alleged that CC-1 maintained stolen property.

20. On or about December 10, 2009, CC-1 drove a van containing the stolen prescription respiratory medicine onto a flatbed tow truck at a Home Depot parking lot in Hollywood, Florida.

21. On or about December 10, 2009, defendant ERNESTO ROMERO-VIDAL received \$1,000 for brokering the sale of the stolen respiratory 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.

### L'Oreal and Mylan Thefts

1. On or about August 9, 2008, a tractor trailer containing Redken hair products, including shampoo, mousse, and hair color gels, belonging to L'Oreal Corporation, was stolen in San Antonio, Florida (hereinafter the "L'Oreal Load"). The L'Oreal Load had been shipped from Ohio and was destined for a customer in Largo, Florida at the time it was stolen. According to L'Oreal, the wholesale acquisition cost ("WAC") of the L'Oreal Load was approximately \$330,053.
2. On or about September 8, 2009, a tractor trailer containing pharmaceutical products which were manufactured by Dey L.P., a subsidiary of Mylan, Inc., was stolen from Tampa, Florida (hereinafter the "Mylan Load"). The Mylan Load included Ipratropium Bromide Inhalation and Albuterol Sulfate Inhalation Solutions and had been shipped by Dey L.P. from Texas and was destined for a customer in Clearwater, Florida at the time it was stolen. According to Mylan, the WAC of the Mylan Load was approximately \$264,960.

### Controlled Purchases of the L'Oreal and Mylan Loads

3. On or about October 15, 2009, a confidential source deemed to be reliable by law enforcement (hereinafter "CS-NJ") advised that he was negotiating to purchase stolen medicine from defendant REYNALDO TAPANES (hereinafter "defendant TAPANES").
4. On or about October 16, 2009, CS-NJ had a consensually recorded telephone conversation with defendant TAPANES during which they discussed that "midweek, next week" the CS-NJ would travel "over there to talk to you," referring to traveling from New Jersey to Florida. They also discussed that they were going to "do the other thing first," referring to a purchase of the L'Oreal Load before the purchase of the Mylan Load. Defendant TAPANES stated that he would check to see what colors of hair care products were available.
5. On or about October 20, 2009, CS-NJ met with defendant TAPANES and a coconspirator, who is now deceased (hereinafter "CC-1"), in Elizabeth, New Jersey. During the meeting, which was consensually recorded, the three discussed the importance of holding "cold" stolen goods because "if you're holding hot stuff. . . you're gonna get burned at some moment." They also discussed that there were 61,000 pieces of medicine available and that a forklift was required because the pallets were heavy. Defendant TAPANES and CC-1 provided CS-NJ with samples of prescription respiratory medicine. According to the investigation, the lot numbers of the provided prescription respiratory medicine samples are consistent with the lot numbers stolen as part of the Mylan Load.
6. On or about October 21, 2009, CS-NJ met with defendant TAPANES in the parking lot of the Country Inn & Suites Hotel in Elizabeth, New Jersey. They then traveled, in a vehicle

driven by CS-NJ, to the Jersey Gardens Mall where they picked up CC-1. Thereafter, CS-NJ drove the two men to a warehouse on Jefferson Street, in Newark, New Jersey, and then back to the hotel parking lot. About forty-five minutes later, defendant TAPANES and CC-1 arrived at the Newark warehouse and unloaded the stolen hair care products into a box-truck used by CS-NJ. Approximately two hours later, CS-NJ met with defendant TAPANES and CC-1 in the parking lot of a Toys-R-Us in North Bergen at which time CS-NJ paid them \$40,000 for the load of stolen hair care products. The transactions on this day were surveilled by law enforcement. In addition, certain consensual recordings were made as well as a video of the warehouse delivery. According to the investigation, the lot numbers of the hair care products sold by defendant TAPANES and CC-1 are consistent with the L'Oreal Load.

7. On or about October 29, 2009, defendants ARIEL GARCIA (hereinafter "Garcia") and TAPANES delivered a tractor trailer full of prescription respiratory medicine to CS-NJ in Miramar, Florida. Approximately three hours later, CS-NJ was picked up in a white Chrysler at the Miramar location. About twenty-five minutes later, the white Chrysler arrived at the residence of Defendant GARCIA in Miami, Florida. CC-1 and defendants GARCIA, ROCKE R. BATISTA-LOPEZ (hereinafter "LOPEZ"), and TAPANES were present for the meeting that followed in the home. During this meeting, CS-NJ delivered \$140,000 in cash as payment for the prescription respiratory medicine. These events were surveilled by law enforcement. In addition, certain consensual recordings were made, including a conversation in GARCIA's residence during which the \$140,000 is audibly counted. According to the investigation, the lot numbers of the prescription respiratory medicine purchased are consistent with the Mylan Load.

8. On or about October 29, 2009, in Hallendale, Florida, CS-NJ paid defendant ERNESTO ROMERO-VIDAL (hereinafter "ROMERO") the sum of \$4,000 for brokering the sale and purchase of the L'Oreal Load.

#### Sandoz Theft

9. On or about December 2, 2009, a tractor trailer containing Duoneb, a combination drug composed of Albuterol Sulfate and Ipratropium Bromide, was stolen near Chambersberg, Pennsylvania (hereinafter the "Sandoz Load"). The Sandoz Load was manufactured by Dey L.P. for Sandoz and had been shipped from the Dey warehouse in Allen, Texas and was destined for a Sandoz distribution center in Mechanicsburg, Pennsylvania. According to Sandoz, the WAC of the entire Sandoz Load was approximately \$1,150,000.

#### Controlled Purchase of Sandoz Load

10. In early December 2009, while CS-NJ was in New Jersey, he had telephone conversations with CC-1 regarding stolen items that CC-1 was offering to sell including Albuterol Sulfate.

11. On or about December 5, 2009, CS-NJ met with an unidentified coconspirator at the Dolphin Mall, in Miami, Florida. The unidentified coconspirator provided CS-NJ with a one-carton sample of Albuterol Sulfate and Ipratropium Bromide, along with a handwritten note indicating that there were fifty pallets of the product available for sale.

12. On or about December 5, 2009, CS-NJ met with CC-1 and defendant LOPEZ at the residence of CC-1 in Lake Placid, Florida. CC-1 advised that he wanted to complete the sale of the Albuterol Sulfate in the upcoming week. LOPEZ then drove CC-1 and CS-NJ to a storage

facility in Lake Placid, a location where CC-1 claimed that he stored stolen property. The storage facility, however, was closed for the night.

13. On or about December 10, 2009, a second source whom law enforcement has deemed reliable (hereinafter "CS-FL"), drove a flatbed tow truck to a meeting with CC-1 and an unknown coconspirator in the parking lot of a Home Depot, in Clearwater Florida. CC-1 drove a van loaded with cases of Duoneb onto the flatbed tow truck operated by CS-FL. CC-1 and CS-FL then entered the cab of the tow truck at which time CS-FL paid CC-1 the sum of \$20,700 in cash for the Dunoneb. Thereafter, CS-FL drove the tow truck carrying the van to another location where 96 cases of prescription respiratory medicine were unloaded by law enforcement. According to the investigation, the lot numbers of the purchased Duoneb are consistent with the lot numbers stolen as part of the Sandoz Load and that portion of the Sandoz Load had a WAC of \$ 53,222.

14. On or about December 10, 2009, CS-FL paid \$1,000 to defendant ERNESTO-ROMERO for brokering the sale and purchase of a portion of the Sandoz Load.