



overdoses than auto accidents. As a result, the distribution of oxycodone is heavily regulated. For example, before prescribing a prescription medication containing oxycodone, a doctor generally should conduct a medical history and physical examination, and assess risk factors. Pursuant to federal regulations, prescriptions for oxycodone may not exceed a 30-day supply and may not allow for "refills."

3. According to expert analysis, the standard of care in proper prescribing of opioids requires monthly to every three month personal evaluation of the patient, including a full discussion of the degree of pain relief the patient is obtaining, the degree of improvement from the medication, assessment of side effects, scrutiny for any aberrant behavior (e.g., signs of misuse, abuse, or diversion), physical examination, compliance monitoring, and the development and implementation of a treatment plan utilizing all possible alternatives. Patients cannot be properly followed if they are not seen personally.

4. Similarly, to curb any potential for abuse, pharmacies are required by federal law to track all prescriptions filled for oxycodone, and no patient can fill a prescription for oxycodone more than once every 30 days, even if written by a different doctor.

5. It is typically not within the standard of reasonable care to continue prescribing several doses of a short-acting opioid such as oxycodone on a long-term basis.

RELEVANT PERSONS AND ENTITIES

6. TEAM-1 is a minor league hockey team located in West Valley City, Utah. TEAM-1 plays in the East Coast Hockey League ("ECHL"). TEAM-1 is a minor league affiliate of the Anaheim Ducks, a professional hockey team in the National Hockey League (the "NHL").

7. TEAM-2 is a professional hockey team located in Manhattan, New York, that plays in the NHL.

8. TEAM-3 is a professional hockey team located in Minneapolis, Minnesota, that plays in the NHL.

9. JORDAN HART, the defendant, is a former minor league hockey player. HART played for TEAM-1 during the 2007-2008 and 2008-2009 ECHL seasons. During his time playing for TEAM-1, HART was treated by OSCAR JOHNSON, the defendant.

10. OSCAR JOHNSON, the defendant, is a physician's assistant who resides and works in Utah. As a physician's assistant, JOHNSON, under the supervision of a physician or surgeon, is able to diagnose and treat illnesses and prescribe medications, among other responsibilities. From approximately 2007 through approximately August 2011, JOHNSON was employed by a medical group in West Jordan, Utah, that provided medical

services to TEAM-1 (the "Medical Group"). JOHNSON was the Medical Group's primary point of contact with TEAM-1 and treated players on TEAM-1 on a regular basis.

11. PLAYER-1 was a former professional hockey player who played for TEAM-2 during the 2010-2011 NHL season. PLAYER-1 died on May 13, 2011, in Minneapolis, Minnesota, of an accidental overdose of oxycodone and alcohol.

12. PLAYER-2 is a professional hockey player who played for TEAM-2 during the 2010-2011 NHL season.

#### SUMMARY OF ALLEGATIONS

13. As noted herein, JORDAN HART, the defendant, played for TEAM-1 during the 2007-2008 and 2008-2009 seasons.

14. Between June 2009 and July 2011, OSCAR JOHNSON, the defendant, wrote Percocet prescriptions for JORDAN HART, the defendant, on a near monthly basis, even though HART did not see JOHNSON for treatment during this two-year time period and had stopped playing for TEAM-1 after the 2008-2009 ECHL season, which concluded on or about April 18, 2009. Each Percocet prescription was for 100 to 120 pills, for a total of nearly 3,000 pills over the two-year time period.

15. Beginning in or about November 2010, JORDAN HART, the defendant, began selling the prescriptions he obtained from OSCAR JOHNSON, the defendant, to PLAYER-1, who suffered from an

addiction to painkillers, including oxycodone, the controlled substance contained within Percocet.

16. On or about May 13, 2011, approximately two weeks after having last purchased pills from JORDAN HART, the defendant, PLAYER-1 died of an oxycodone and alcohol overdose in Minneapolis, Minnesota.

PRESCRIPTIONS PROVIDED BY JOHNSON TO HART

17. During the two seasons in 2008 and 2009 that JORDAN HART, the defendant, played for TEAM-1, OSCAR JOHNSON, the defendant, provided medical treatment to players on TEAM-1. During that time period, JOHNSON wrote four prescriptions for medications containing oxycodone for HART.

18. In or about June 2009, after the 2008-2009 ECHL season ended, OSCAR JOHNSON, the defendant, wrote a prescription for 100 Percocet pills for JORDAN HART, the defendant. JOHNSON wrote another Percocet prescription for HART in July 2009, and thereafter wrote Percocet prescriptions for HART nearly every month until July 2011, which is the last month that JOHNSON worked for the Medical Group. The way in which the prescriptions were written allowed them to be filled with Percocet, Endocet, or a generic version of the medication. Each prescription was for 100 or 120 pills. All of the prescriptions except one were for pills containing 10 milligrams of oxycodone;

one prescription was for pills containing 7.5 milligrams of oxycodone.

19. Following the 2008-2009 ECHL season, JORDAN HART, the defendant, moved from Utah to New York. In order to provide HART with Percocet prescriptions, OSCAR JOHNSON, the defendant, sent them to HART by U.S. mail from Utah to New York. Typically, JOHNSON asked his medical assistant (the "Medical Assistant") to mail the prescriptions to HART. JOHNSON told the Medical Assistant that HART was having shoulder pain and had not yet found a physician in New York. JOHNSON did not conduct any in-person treatment or examination of HART during the two-year period that JOHNSON mailed Percocet prescriptions to HART. Records from the Medical Group show no consultations or treatment in any respect of HART during this time period.

20. In all, between June 2009 and July 2011, OSCAR JOHNSON, the defendant, prescribed a total of 2,920 Percocet pills to JORDAN HART, the defendant.

JOHNSON LIES TO FEDERAL AUTHORITIES REGARDING  
PRESCRIPTIONS WRITTEN FOR HART

21. In January 2013, a Special Agent from the Drug Enforcement Administration ("Agent-1"), located in New York, New York, spoke with OSCAR JOHNSON, the defendant, by telephone. Agent-1 told JOHNSON that he was conducting a review of prescriptions and had questions regarding certain prescriptions

written by JOHNSON for JORDAN HART, the defendant. JOHNSON agreed to review the prescriptions at issue by email and verify whether he had signed them.

22. Agent-1 then sent an email to OSCAR JOHNSON, the defendant, attaching various Percocet prescriptions written by JOHNSON for JORDAN HART, the defendant, between January 2010 and July 2011.

23. OSCAR JOHNSON, the defendant, responded to Agent-1's email by writing: "I can verify that I signed prescriptions for Jordan Hart during that time period. He was a hockey player for [TEAM-1] at the time."

24. None of the Percocet prescriptions emailed by Agent-1 to OSCAR JOHNSON, the defendant, was issued while JORDAN HART, the defendant, was a player for TEAM-1. Indeed, all but four of the oxycodone prescriptions ever written by JOHNSON for HART were written after HART had finished playing for TEAM-1.

HART SELLS OXYCODONE, INCLUDING AS SUPPLIED  
BY JOHNSON, TO PLAYER-1

25. PLAYER-1 played for a professional hockey team in Minneapolis, Minnesota (TEAM-3), from in or about 2005 up to and including the conclusion of the 2009-2010 NHL season. During the course of his time playing for TEAM-3, PLAYER-1 became addicted to prescription painkillers, as well as to Ambien,

which contains the controlled substance Zolpidem and is used to combat insomnia.

26. In or about July 2010, PLAYER-1 signed a contract to play for TEAM-2. In or about August 2010, PLAYER-1 moved from Minneapolis to New York to begin training with TEAM-2. The 2010-2011 NHL regular season began in or about October 2010.

27. On or about December 9, 2010, PLAYER-1 suffered a severe concussion after an on-ice fight. Subsequent to and as a result of this injury, PLAYER-1 suffered from severe migraine headaches. PLAYER-1 did not play another game for TEAM-2 during the 2010-2011 season or thereafter.

28. Over the ensuing few months, PLAYER-1 suffered from severe migraine headaches, and spent a large portion of his time in his apartment in Manhattan, New York, with the lights off in order to cope with the pain and associated symptoms. During this time, PLAYER-1 ingested substantial quantities of Percocet and Ambien. Doctors for TEAM-2 did not prescribe Percocet to PLAYER-1. However, TEAM-2's doctors did continue to prescribe Ambien for PLAYER-1.

29. During his time with TEAM-2, and as a result of his addiction, PLAYER-1 began asking his teammates if they had a source for Percocet. One of PLAYER-1's teammates on TEAM-2 (PLAYER-2) agreed to look for a source.



30. PLAYER-2, who was a friend of JORDAN HART, the defendant, asked HART if he would be able to supply Percocet to PLAYER-1. HART agreed with PLAYER-2 to supply Percocet to PLAYER-1.

31. Beginning in or about November 2010, PLAYER-1 began purchasing Percocet on a regular basis from JORDAN HART, the defendant. PLAYER-1 typically drove from Manhattan to Huntington, Long Island, to purchase the pills from HART. PLAYER-1 paid HART both in cash and by check for the pills that he purchased.

32. In many instances, the prescription drugs sold by JORDAN HART, the defendant, to PLAYER-1 came from prescriptions that had been written by OSCAR JOHNSON, the defendant. For example, on March 23, 2011, JOHNSON wrote HART a prescription for 120 Percocet pills, and sent it to him by mail. On March 28, 2011, HART filled that prescription at a pharmacy on Huntington, Long Island at approximately 4:18 p.m. Approximately three hours later, PLAYER-1 traveled to Huntington and purchased the pills from HART. PLAYER-1 told another person that HART charged a substantial amount for Percocet, but that PLAYER-1 had to be careful with whom he dealt given his status in the NHL and that he trusted HART. Accordingly, PLAYER-1 was willing to pay a higher price for the pills that he obtained from HART.

33. On at least one occasion, PLAYER-1 began chewing and swallowing Percocet pills on his return drive immediately after purchasing the pills from HART.

HART SUPPLIES PLAYER-1 WITH PILLS ON OR ABOUT APRIL 29, 2011;  
PLAYER-1 DIES OF AN OVERDOSE TWO WEEKS LATER

34. In or about March 2011, PLAYER-1 attempted to return to practices for TEAM-2. On or about April 4, 2011, during a practice, PLAYER-1 could barely stand up while skating and appeared to be under the influence of a controlled substance. On or about April 5, 2011, PLAYER-1 was admitted to a substance abuse rehabilitation facility in California (the "Rehabilitation Facility").

35. In or about late April 2011, PLAYER-1 was given permission to leave the Rehabilitation Facility so that he could fly to New York in order to pick up his belongings and then drive from New York to Minneapolis, where PLAYER-1 intended to spend the summer.

36. PLAYER-1 flew from California to New York on or about April 29, 2011, and spent one night in New York. During that one night, PLAYER-1 drove to Huntington, Long Island and met with JORDAN HART, the defendant. PLAYER-1 wrote a \$4,000 check dated April 29, 2011 to HART to pay for prescription drugs. HART deposited the check a few days later.

37. On or about April 30, 2011, PLAYER-1 drove from New York to Minneapolis, Minnesota. PLAYER-1 arrived at an apartment (the "Apartment") where one of his brothers (the "Brother") lived and where PLAYER-1 intended to spend the summer. When PLAYER-1 was unpacking the belongings he had brought from New York to Minneapolis, he handed the Brother a bag containing various types of prescription drugs (the "Bag") and asked the Brother to hold on to the Bag because PLAYER-1 did not trust himself with it.

38. PLAYER-1 returned to the Rehabilitation Facility in California on or about May 4, 2011. Player-1 was again given permission to leave the Rehabilitation Facility on or about May 12, 2011, to attend a family event in Kansas.

39. On or about May 12, 2011, PLAYER-1 flew from California to Minneapolis. After he arrived, he went to the Apartment. At the Apartment, he asked the Brother to provide him with a blue pill from the Bag. The Brother gave a pill to PLAYER-1.

40. During the night of May 12, 2011, PLAYER-1, the Brother, and a number of friends of Player-1 went to various social locations, including bars, in downtown Minneapolis, where PLAYER-1 drank heavily. At approximately three or four o'clock in the morning on May 13, 2011, PLAYER-1, the Brother, and others returned to the Apartment.

41. PLAYER-1 was found dead in a bed in the Apartment at approximately 6 p.m. on May 13, 2011. According to the report of the Hennepin County Medical Examiner, the cause of death was a mixed oxycodone and alcohol toxicity, *i.e.*, an overdose of oxycodone and alcohol.

#### STATUTORY ALLEGATIONS

42. From in or about December 2010, up to and including in or about April 2011, in the Southern District of New York and elsewhere, JORDAN HART, the defendant, and others known and unknown, intentionally and knowingly did combine, conspire, confederate, and agree together and with each other to violate the narcotics laws of the United States.

43. It was a part and an object of the conspiracy that JORDAN HART, the defendant, and others known and unknown, would and did distribute and possess with the intent to distribute a controlled substance, in violation of Title 21, United States Code, Section 841(a)(1).

44. The controlled substance that JORDAN HART, the defendant conspired to distribute and possess with intent to distribute was mixtures and substances containing a detectable amount of oxycodone, in violation of Title 21, United States Code, Section 841(b)(1)(C).

Overt Acts

45. In furtherance of the conspiracy and to effect the illegal object thereof, JORDAN HART, the defendant, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. In or about November 2010, PLAYER-1 asked PLAYER-2, while they were both in Manhattan, if PLAYER-2 knew anyone who could supply him with Percocet. In response, PLAYER-2 contacted HART to find out if HART could supply Percocet to Player-1.

b. In or about November 2010, HART agreed with PLAYER-2, who was located in Manhattan, to supply Percocet to PLAYER-1.

c. On or about March 28, 2011, in Huntington, Long Island, HART sold Percocet to PLAYER-1.

d. On or about April 29, 2011, in Huntington, Long Island, HART sold prescription drugs to PLAYER-1.

(Title 21, United States Code, Section 846.)

COUNTS TWO THROUGH TWENTY-SEVEN

The Grand Jury further charges:

46. The allegations contained in paragraphs 1 through 41 above are hereby repeated, re-alleged, and incorporated by reference as if fully set forth herein.

47. On or about the dates indicated in the table below, in the Eastern District of New York, OSCAR JOHNSON, the defendant, distributed and possessed with the intent to distribute a controlled substance, in violation of Title 21, United States Code, Section 841(a)(1).

48. The controlled substance involved in the offense was mixtures and substances containing a detectable amount of oxycodone, in violation of Title 21, United States Code, Section 841(b)(1)(C).

Count	Date of Prescription	Drug	Number of Pills
2	6/23/2009	Percocet 10/325 mg	100
3	7/16/2009	Percocet 10/325 mg	100
4	8/13/2009	Percocet 10/325 mg	100
5	9/14/2009	Percocet 10/325 mg	100
6	10/6/2009	Percocet 10/325 mg	100
7	10/26/2009	Percocet 10/325 mg	100
8	11/16/2009	Percocet 10/325 mg	100
9	12/11/2009	Percocet 10/325 mg	100
10	1/6/2010	Percocet 10/325 mg	100
11	2/10/2010	Percocet 10/325 mg	100
12	3/8/2010	Percocet 10/325 mg	120
13	4/6/2010	Percocet 10/325 mg	120
14	5/4/2010	Percocet 10/325 mg	120
15	6/1/2010	Percocet 10/325 mg	120
16	7/21/2010	Percocet 10/325 mg	120
17	8/26/2010	Percocet 10/325 mg	120

18	9/30/2010	Percocet 7.5/500 mg	120
19	11/1/2010	Percocet 10/325 mg	120
20	12/2/2010	Percocet 10/325 mg	120
21	1/3/2011	Percocet 10/325 mg	120
22	2/1/2011	Percocet 10/325 mg	120
23	2/28/2011	Percocet 10/325 mg	120
24	3/23/2011	Percocet 10/325 mg	120
25	4/27/2011	Percocet 10/325 mg	120
26	5/27/2011	Percocet 10/325 mg	120
27	7/5/2011	Percocet 10/325 mg	120

(Title 21, United States Code, Sections 812, 841(a)(1), and 841(b)(1)(C); Title 18, United States Code, Section 2.)

COUNT TWENTY-EIGHT

49. In or about January 2013, in the Southern District of New York and elsewhere, OSCAR JOHNSON, the defendant, in a matter within the jurisdiction of the executive and judicial branches of the Government of the United States, knowingly and willfully made a materially false, fictitious, and fraudulent statement and representation, to wit, JOHNSON stated that the oxycodone prescriptions that he had written for JORDAN HART, the defendant, were issued while HART was a player for TEAM-1, when in fact they were not.

(Title 18, United States Code, Section 1001.)

FORFEITURE ALLEGATIONS

50. As a result of committing the controlled substance offenses charged in Counts One through Twenty-Seven of this

Indictment, JORDAN HART and OSCAR JOHNSON, the defendants, shall forfeit to the United States, pursuant to Title 21, United States Code, Section 853, any and all property constituting or derived from any proceeds the defendants obtained directly or indirectly as a result of the offenses and any and all property used or intended to be used in any manner or part to commit and to facilitate the commission of the offenses charged in Counts One through Twenty-Seven of this Indictment.

Substitute Assets Provision

51. If any of the above-described forfeitable property, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
  - b. has been transferred or sold to, or deposited with, a third party;
  - c. has been placed beyond the jurisdiction of the court;
  - d. has been substantially diminished in value;
- or
- e. has been commingled with other property which cannot be divided without difficulty;



it is the intent of the United States, pursuant to 21 U.S.C.  
§ 853(p), to seek forfeiture of any other property of the  
defendants up to the value of the above forfeitable property.

(Title 21, United States Code, Section 853.)



FOREPERSON

A handwritten signature in cursive script that reads "Preet Bharara".

PREET BHARARA  
UNITED STATES ATTORNEY

---

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

UNITED STATES OF AMERICA

- v. -

JORDAN HART and  
OSCAR JOHNSON,

Defendants.

---

SEALED INDICTMENT


14 Cr. \_\_\_\_ ( )

(21 U.S.C. §§ 841, 846, 853;  
18 U.S.C. §§ 1001 and 2.)

PREET BHARARA  
United States Attorney.

---

A TRUE BILL

  
Foreperson.

---