

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

UNITED STATES OF AMERICA

-v-

ERNESTO ROMERO-VIDAL,
a/k/a "Bemba,"
LEONARDO GUERRA,
MIGUEL MUNOZ,
a/k/a "Miguelito,"
LAZARO LUIS GARCIA,
MIGUEL SOLER,
a/k/a "Gordo," and
RIGUELME AVILA,
a/k/a "Ricky"

CRIMINAL COMPLAINT

Mag. No. 12-7139 (CLW)

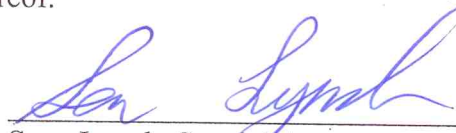
I, Sean Lynch, being duly sworn, state the following is true and correct to the best of my knowledge and belief. In the District of New Jersey, and elsewhere,

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,
May 2nd, 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," LEONARDO GUERRA, MIGUEL MUNOZ, a/k/a "Miguelito," LAZARO LUIS GARCIA, MIGUEL SOLER, a/k/a "Gordo," and RIGUELME AVILA, a/k/a "Ricky" (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 and sale of stolen goods, namely pharmaceuticals, 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 pharmaceuticals.

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

ERNESTO ROMERO-VIDAL, a/k/a "Bemba,"
LEONARDO GUERRA,
MIGUEL MUNOZ, a/k/a "Miguelito,"
LAZARO LUIS GARCIA,
MIGUEL SOLER, a/k/a "Gordo," and
RIGUELME AVILA, a/k/a "Ricky"

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 and over-the-counter pharmaceuticals, 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 March 19, 2010, in and around North Bergen, New Jersey, defendants LAZARO LUIS GARCIA and MIGUEL SOLER, a/k/a Gordo, received and possessed pharmaceutical goods that had been stolen from Mississippi and distributed samples of those stolen goods to a potential buyer.

6. On or about April 8, 2010, in and around Miami, Florida, defendants LEONARDO GUERRA and MIGUEL MUNOZ received approximately \$35,000 for their portion on the resale of pharmaceutical goods that had been stolen from Mississippi.

7. On or about April 8, 2010, in and around Miami, Florida, defendant RIGUELME AVILA drove a Ryder truck to be loaded with the pharmaceutical goods that had been stolen from Mississippi, and then delivered the Ryder Truck loaded with those stolen pharmaceutical goods to a location in and around Miami, Florida for the buyer.

8. On or about April 8, 2010, in and around Miami, Florida, defendant ERNESTO ROMERO-VIDAL brought a buyer to a meeting with LEONARDO GUERRA, MIGUEL MUNOZ and RIGUELME AVILA, and on April 9, 2010, defendant ERNESTO ROMERO-VIDAL received a \$3,500 payment in Miami, Florida from the buyer for brokering the sale of the pharmaceutical goods that had been stolen from Mississippi.

9. On or about May 18, 2010, in and around Elizabeth, New Jersey, defendants LAZARO LUIS GARCIA and MIGUEL SOLER received and possessed samples of pharmaceutical goods that had been stolen in Texas and distributed them to a potential buyer.

10. On or about June 11, 2010, in and around Clifton, New Jersey, defendant SOLER delivered pharmaceutical goods that had been stolen in Texas to a buyer and received payment for them in and around North Bergen, New Jersey.

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.

Bayer and Perrigo Pharmaceutical Thefts

1. On or about March 23, 2009, at least five individuals burglarized a Bayer product distribution center in Olive Branch, Mississippi. The burglary was captured on the distribution center's video surveillance. The items stolen from the distribution center included, among others, Bayer aspirin, Aleve, Flintstones vitamins, and Phillips products (hereinafter the "Bayer Load"). According to Bayer, the wholesale acquisition cost (hereinafter "WAC") of the Bayer Load was approximately \$2.9 million.
2. On or about March 3, 2010, a tractor trailer containing Perrigo pharmaceuticals, which included vitamins, nicotine gum, and ibuprofen, was stolen in Dallas, Texas (hereinafter the "Perrigo Load"). The Perrigo Load had been shipped from Michigan and was destined for San Marcos, Texas, when it was stolen in Dallas, Texas. According to Perrigo, the WAC of the Perrigo Load was approximately \$317,899.

Controlled Purchases of the Bayer Load and Perrigo Load

3. In and around early March 2010, in Florida, defendant ROMERO-VIDAL introduced a confidential source deemed to be reliable by law enforcement (hereinafter "CS-NJ") to defendant LAZARO LUIS GARCIA (hereinafter "defendant GARCIA").
4. On or about March 19, 2010, CS-NJ, acting under the supervision of law enforcement, met with defendant GARCIA and defendant MIGUEL SOLER a/k/a "Gordo" (hereinafter "defendant SOLER") in a Toys R Us parking lot in North Bergen, New Jersey. During the meeting, which was both consensually recorded and observed by law enforcement, defendant GARCIA told CS-NJ, in sum and substance, that defendant GARCIA: (1) is a retailer who buys goods and charges a percentage when he sells those goods; (2) as a retailer, he will sell portions, not entire quantities, of the goods to which he has access; and (3) does not traffic in narcotics or prescription medications. Law enforcement observed CS-NJ leave the meeting with a white bag.
5. According to CS-NJ, defendant GARCIA had given CS-NJ a bag containing samples of products that were available for sale. CS-NJ turned over the white bag to law enforcement. Upon inspection of this bag, law enforcement recovered Bayer and other product samples. According to law enforcement, the lot numbers appearing on the Bayer product samples recovered from the bag corresponded to the lot numbers of goods that had been stolen and were part of the Bayer Load.

6. On or about April 7, 2010, CS-FL spoke with defendant ROMERO-VIDAL. CS-FL had rented a Ryder truck (hereinafter the "Ryder Truck") to be loaded with a portion of the Bayer Load, and on or about April 7, 2010, approximately 6 pallets of the Bayer Load were loaded onto Ryder Truck and returned to CS-FL.

7. On or about April 8, 2010, CS-FL, under the supervision of law enforcement, drove the Ryder Truck to a Home Depot parking lot in Miami, Florida, where he met defendant ROMERO-VIDAL and defendant MIGUEL MUNOZ a/k/a "Miguelito." Defendant MUNOZ drove the three of them to a residence in Miami, Florida (hereinafter "the Miami Residence"). At the Miami Residence, CS-FL, defendant ROMERO-VIDAL, and defendant MUNOZ met defendants LEONARDO GUERRA and RIGUELME AVILA and others. During the meeting at the Miami Residence, which was consensually recorded, CS-FL gave approximately \$20,000 in partial payment for the portion of the Bayer Load that had been delivered the previous day. Defendant MUNOZ took the money from defendant GUERRA, counted the money, and then returned it to defendant GUERRA. CS-FL then gave defendant GUERRA the keys to the Ryder Truck, which were passed along to defendant AVILA. Defendant AVILA left the Miami Residence to have the Ryder Truck loaded with the stolen goods. Defendants MUNOZ and ROMERO-VIDAL, and separately, CS-FL, left the Miami Residence. While CS-FL was driving away from the Miami Residence, he observed defendant AVILA driving the Ryder Truck.

8. A short while later on that same day, April 8, 2010, CS-FL met with defendant ROMERO-VIDAL in Hialeah, Florida. During the meeting, which was consensually recorded, defendant ROMERO-VIDAL told CS-FL where the Ryder Truck, now loaded with another portion of the Bayer Load, was located. CS-FL and defendant ROMERO-VIDAL together drove to the Ryder Truck, which was parked in and around Miami, Florida. When CS-FL and defendant ROMERO-VIDAL arrived at the location of the parked Ryder Truck, CS-FL observed defendant AVILA inside his vehicle, parked near the Ryder Truck. Defendant AVILA told CS-FL that the keys to the Ryder Truck were inside the truck. CS-FL retrieved the Ryder Truck and drove it to a warehouse under the control of law enforcement (hereinafter "UC Warehouse"). CS-FL then returned to the Miami Residence and paid defendant GUERRA an additional \$35,000. Defendant MUNOZ, who also was at the Miami Residence, again took the money from defendant GUERRA and counted the money, a portion of which is given to defendant AVILA. This meeting at the Miami Residence was consensually recorded.

9. On or about April 9, 2010, CS-FL met with defendant ROMERO-VIDAL. CS-FL paid defendant ROMERO-VIDAL \$3,500 for brokering the sale and purchase of a portion of the Bayer Load the previous day. During this conversation, which was consensually recorded, defendant ROMERO-VIDAL told CS-FL that there were still 12,000 units of the Bayer Load, including Flintstone vitamins, Aleve, and Phillips products, available for purchase.

10. Upon inspection of the Ryder Truck, law enforcement recovered Bayer products, the lot numbers of which corresponded to the lot numbers that were part of the Bayer Load. According to Bayer, the WAC was \$225,300 for the quantities of the Bayer Load that were purchased for approximately \$55,000 by CS-FL from and through defendants ROMERO-VIDAL, GUERRA, GARCIA, MUNOZ and AVILA.

11. On or about May 10, 2010, CS-FL met with defendant ROMERO-VIDAL in Florida. During the meeting, which was consensually recorded, CS-FL paid defendant ROMERO-VIDAL a \$5,000 deposit for a portion of the Perrigo Load that was to be brought to New Jersey.
12. On or about May 18, 2010, CS-NJ, acting under the supervision of law enforcement, met with defendant GARCIA and defendant SOLER at the Jersey Gardens Mall in Elizabeth, New Jersey. During the meeting, which was consensually recorded, defendant GARCIA gave CS-NJ sample Bayer products. According to the investigation, the lot numbers on these product samples corresponded to the lot numbers that were part of the stolen Bayer Load.
13. On or about May 19, 2010, CS-NJ, acting under the supervision of law enforcement, met with defendant GUERRA and defendant MUNOZ at a Holiday Inn Express hotel in North Bergen, New Jersey to discuss the Perrigo Load. During the meeting, which was consensually recorded, defendant GUERRA: (1) told CS-NJ that he had transported the load in his own truck from Florida to New Jersey; and (2) asked CS-NJ about the samples that defendant GARCIA had provided to CS-NJ the day before, on May 18, 2010.
14. On or about May 20, 2010, CS-NJ and another confidential source (CS #3), acting under the supervision of law enforcement, met defendant GUERRA and defendant MUNOZ at the Jersey Gardens Mall in Elizabeth, New Jersey. During the meeting, which was consensually recorded, defendant GUERRA accepted \$10,000 in cash as payment for the Perrigo goods from CS-NJ. CS #3 hooked the trailer carrying a portion of the Perrigo Load to another truck and drove it away. CS-NJ later made three deposits of \$9,500 each into different bank accounts as payment for the Perrigo goods.
15. According to law enforcement, the lot numbers of the goods inside CS-NJ's truck corresponded to the lot numbers that were part of the Perrigo Load. According to Perrigo, the WAC was approximately \$317,000 of the portion of the Perrigo Load that was purchased for approximately \$38,500 by CS-NJ from and through defendants GUERRA and MUNOZ and others.
16. On or about June 11, 2010, CS-NJ and a law enforcement agent acting in an undercover capacity (hereinafter "the UC") met defendant SOLER at a Home Depot parking lot in Clifton, New Jersey. This meeting also was observed by law enforcement. CS-NJ and the UC met defendant SOLER inside the Home Depot. Defendant SOLER told CS-NJ and the UC that the cost would be \$1.50 per unit, with one-dollar (\$1.00) per unit going to defendant GARCIA and 50 cents (\$0.50) per unit going to defendant GUERRA and an associate. Defendant SOLER agreed to meet CS-NJ later in the day to collect payment. Defendant SOLER came out of the Home Depot with CS-NJ and the UC and walked with them to where defendant SOLER's van had been parked in the Home Depot parking lot. Defendant SOLER gave the UC the keys to the van, which the UC then drove away.
17. Later that afternoon, on June 11, 2010, CS-NJ, the UC, and defendant SOLER met at a Home Depot parking lot in North Bergen, New Jersey. CS-NJ paid approximately \$6,220 in cash to defendant SOLER for the goods that had been delivered at the Clifton, New Jersey Home

Depot parking lot earlier in the day. CS-NJ conveyed to the UC the bank account into which payment to defendant GUERRA for these goods was to be deposited. Upon receipt of the bank account information, the UC deposited \$5,125 into a Chase Bank account. The Chase Bank account was held in the name of I.H., the wife of defendant GUERRA.

18. According to law enforcement, the goods inside defendant SOLER's van on June 11, 2010 were Bayer products, namely Phillips, Alka Seltzer and Aleve over-the-counter pharmaceuticals, the lot numbers of which corresponded to the lot numbers of a portion of the Bayer Load that had been reported stolen in Mississippi. According to Bayer, the WAC of this portion of the Bayer Load was approximately \$33,481.