

possess with intent to distribute and dispense, and caused to be distributed and dispensed, outside the scope of professional practice and not for a legitimate medical purpose, was a quantity of mixtures and substances containing a detectable amount of oxycodone, in violation of 21 U.S.C. § 841(b)(1)(C).

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

The bases for my knowledge and the foregoing charges are, in part, as follows:

4. I am a Task Force Officer with the Drug Enforcement Administration ("DEA"). I have been personally involved in the investigation of this matter. This affidavit is based upon my investigation, my conversations with law enforcement agents and others, and my examination of reports and records. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements, and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

BACKGROUND ON OXYCODONE AND OXYCODONE DIVERSION

5. I have personally participated in the investigation and prosecution of several schemes to illegally divert oxycodone for resale. Based on my participation in these investigations, and my conversations with witnesses and review of records involved in these schemes, I know the following:

a. Oxycodone is a highly addictive, narcotic-strength opioid that is used to treat severe and chronic pain conditions, such as post-operative pain, severe back and orthopedic injuries, as well as pain associated with certain forms of cancer and other terminal illnesses. Oxycodone can be obtained from most pharmacies with a prescription written by a treating medical provider (a physician, a physician assistant, or a nurse practitioner), and is typically dispensed in tablet form, with dosages varying between 5 milligrams and 80 milligrams.

b. Oxycodone is a Schedule II narcotic, meaning that it is a "controlled substance" under the Controlled Substances Act ("CSA"). In addition to the prescription required to purchase oxycodone, oxycodone is also subject to

heightened restrictions under the CSA. For example, the CSA requires manufacturers, distributors, and pharmacists to report all transactions to the DEA regarding the theft, loss, sale, transfer, or destruction of controlled substances, including narcotics like oxycodone.

c. Oxycodone prescriptions are in high demand and have significant cash value to drug dealers. Oxycodone tablets can be resold on the street for thousands of dollars. The street value of oxycodone depends on the number of milligrams of oxycodone in each tablet, and, roughly speaking, each milligram translates to just under \$1 in street value. In New York City, for example, 15-milligram oxycodone tablets have a street value of approximately \$12 to \$15 per tablet, while 10-325 oxycodone tablets (which contain 10 milligrams of oxycodone and 325 milligrams of acetaminophen per tablet) have a street value of approximately \$7 to \$10 per tablet. Street prices for oxycodone are typically even higher in other parts of the country, such as Massachusetts, Vermont, and Maine. In New York City, a single prescription for 90 15-milligram tablets of oxycodone can net an illicit distributor \$1,350 in cash or more.

d. Many diversion schemes involve certified medical providers--such as doctors, physician assistants, or nurse practitioners--who, for a fee, will write medically unnecessary prescriptions for large quantities of oxycodone.¹ In such schemes, the medical provider typically charges cash for "medical visits" that involve little or no physical examination of the alleged "patient"; nonetheless, the medical provider issues a prescription for large doses of oxycodone. To protect against the possibility of detection by law enforcement, such medical providers sometimes ask the "patients" for medical records (such as MRI or X-Ray files) purporting to document injuries. The medical records provided to the medical provider often do not justify the prescription requested, and may also be falsified and/or contain the medical information for individuals other than the alleged "patient."

e. In some instances, "patients" also pay employees of the medical providers (the "Office Staff") in cash to facilitate access to the medical providers and/or to bypass

¹ Based on my training and experience, I know that, in New York State, certified physicians assistants and nurse practitioners can write prescriptions for certain controlled substances, including oxycodone.

the need to see the medical provider for a "medical visit," thereby purchasing the prescriptions outright.

THE DEFENDANT'S DISTRIBUTION OF OXYCODONE

6. From at least in or about June 2019 up to and including at least in or about June 2020, PURIFICACION CRISTOBAL, the defendant, a certified nurse practitioner, operated a medical clinic in the Bronx, New York (the "Clinic"). CRISTOBAL was the only licensed medical provider at the Clinic during the relevant period, was certified to practice in psychiatry, family medicine, and pediatrics, and was authorized to write prescriptions for controlled substances listed under Schedules II through V of the CSA.

7. In her role as nurse practitioner, and as described in greater detail below, PURIFICACION CRISTOBAL, the defendant, provided medically unnecessary prescriptions for oxycodone, among other drugs, to purported patients who paid office "fees" in the form of cash. CRISTOBAL wrote certain prescriptions without conducting any examination of the patient and, in some cases, without even requiring the patient to appear at the Clinic. The Office Staff at the Clinic routinely solicited and accepted gratuities from patients who wished to see CRISTOBAL more quickly.

8. In the course of the investigation, a confidential source ("CS-1")² and an undercover agent ("UC-1") each posed as patients at the Clinic to obtain medically unnecessary oxycodone prescriptions from PURIFICACION CRISTOBAL, the defendant, which they received on multiple occasions.

9. Based on my discussions with CS-1 and UC-1, and my review of video- and audio-recordings of their visits to the Clinic, I have learned, in substance and in part, the following:

a. In or about June 2019, CS-1 learned, from former patients of a doctor who had been arrested and charged with crimes in connection with the distribution of opioids and healthcare fraud ("Doctor-1"), that PURIFICACION CRISTOBAL, the

² CS-1 previously was convicted of weapons, robbery, and stolen property offenses, and is now serving as a paid informant for the DEA. Information obtained by CS-1 has proven reliable and has been corroborated by, among other things, the audio- and video-recordings described herein.

defendant, was accepting these former patients to be patients of the Clinic. CS-1 learned, in substance and in part, that patients of Doctor-1 could obtain oxycodone prescriptions from CRISTOBAL if they described themselves as former patients of Doctor-1.

b. On or about August 29, 2019, CS-1 went to the Clinic and requested an appointment with CRISTOBAL. A member of the Office Staff ("Receptionist-1") explained to CS-1 that CS-1 needed to pay a fee for the office visit, that the fee could be paid through insurance or cash, and that, if paid in cash, the fee was \$200. CS-1 paid \$200 in cash, provided information for a pharmacy in Queens, New York ("Pharmacy-1"), and was admitted to see CRISTOBAL.

i. During the ensuing consultation, which was recorded by video and audio, CRISTOBAL asked CS-1 how CS-1 had learned about the Clinic, and CS-1 responded that he/she used to be a patient of Doctor-1. CRISTOBAL asked whether CS-1 had brought any X-rays or MRIs, and CS-1 replied that he/she had not. CS-1 claimed that he/she was depressed, was experiencing pain, and had difficulty sleeping. CRISTOBAL asked CS-1 a few general questions about CS-1's background and health, but did not otherwise conduct a physical or psychological examination of CS-1. CRISTOBAL asked CS-1 to choose whether CS-1 wanted a prescription for Ambien (brand name zolpidem), or for Adderall (brand name amphetamine) and Xanax (brand name alprazolam); CS-1 requested the latter.³

ii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 prescriptions for amphetamine, alprazolam, Naproxen, and fluoxetine to fill for CS-1.

c. On or about October 1, 2019, CS-1 returned to the Clinic. CS-1 paid \$500 in cash to Receptionist-1 to

³ Based on my training and experience, I know that oxycodone, amphetamine, and alprazolam, when prescribed together, are considered by abusers of oxycodone to be a "Holy Trinity" drug cocktail because of the substances' cumulative chemical effect. Amphetamine is a Schedule II controlled substance and alprazolam is a Schedule IV controlled substance under the CSA. As set forth below, CRISTOBAL continued to prescribe amphetamine and/or alprazolam to CS-1 during subsequent visits when CRISTOBAL also prescribed oxycodone.

cover both the office "fee" and a \$300 "gratuity" that Receptionist-1 indicated, in sum and substance, the Office Staff would accept in order to have CS-1 be seen more quickly. CS-1 was thereafter admitted to see CRISTOBAL.

i. During the ensuing consultation, which was recorded by video and audio, CS-1 claimed that he/she was experiencing pain and continued to have difficulty sleeping. CRISTOBAL stated that she could give CS-1 a prescription for a "muscle relaxer" and recommended that CS-1 continue receiving prescriptions through the same pharmacy. Apart from asking generally how CS-1 was feeling, CRISTOBAL did not conduct any psychological or physical examination of CS-1.

ii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 prescriptions for amphetamine, alprazolam, Naproxen, fluoxetine, and cyclobenzaprine to fill for CS-1.

d. On or about November 7, 2019, CS-1 returned to the Clinic. CS-1 paid \$200 in cash to Receptionist-1 to cover the office "fee" and was admitted to see CRISTOBAL.

i. During the ensuing consultation, which was recorded by video and audio, CS-1 claimed that he/she was experiencing pain and asked whether CRISTOBAL could prescribe anything stronger. CRISTOBAL said that she could, but that she needed CS-1 to provide an MRI report. Apart from asking generally how CS-1 how he/she was feeling, CRISTOBAL did not conduct any psychological or physical examination of CS-1.

ii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 prescriptions for amphetamine, alprazolam, Naproxen, fluoxetine, and cyclobenzaprine to fill for CS-1.

e. On or about December 19, 2019, CS-1 returned to the Clinic. During this visit, CS-1 was greeted by a new member of the Office Staff ("Receptionist-2"), to whom CS-1 gave a copy of an MRI report ("MRI-1"). MRI-1 was a fictitious report that I wrote and provided to CS-1 for this purpose, which stated that CS-1 had a minor rotator cuff injury in the left

shoulder.⁴ CS-1 paid \$200 in cash to Receptionist-2 to cover the office "fee" and was admitted to see CRISTOBAL.

i. During the ensuing consultation, which was recorded by video and audio, CS-1 claimed that he/she was experiencing pain. CRISTOBAL told CS-1 that she could write prescriptions for two narcotics and asked whether CS-1 wanted one of those narcotics to be Percocet (brand name oxycodone with acetaminophen). CS-1 said that he/she did. CRISTOBAL also asked whether Pharmacy-1 was "okay" with CS-1 and warned CS-1 to stay away from the pharmacy chain CVS because CVS asked too many questions. Based on my training and experience, I believe that CRISTOBAL was warning CS-1 that CVS would question CRISTOBAL and/or CS-1 about why CS-1 was being prescribed oxycodone.

ii. Apart from asking generally how CS-1 was feeling and how previously prescribed medication was working, CRISTOBAL did not conduct any psychological or physical examination of CS-1. At no point during the consultation did CRISTOBAL discuss the substance of MRI-1 or even indicate that she had looked at it. During the visit, CRISTOBAL also complained that Receptionist-1 had copied the Clinic's patient files and was now threatening to extort CRISTOBAL.

iii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 prescriptions for 90 tablets of 10-325 oxycodone,⁵ as well as amphetamine, Naproxen, fluoxetine, and cyclobenzaprine to fill for CS-1.

f. On or about January 7, 2020, CS-1 returned to the Clinic. CS-1 paid \$300 in cash to Receptionist-2 to cover the office "fee" and a "gratuity" for the Office Staff and was admitted to see CRISTOBAL.

i. During the ensuing consultation, which was recorded by video and audio, there was no discussion of CS-1's health, and CRISTOBAL did not conduct any physical or

⁴ Based on my training and experience, the information reflected on MRI-1 did not medically justify a long-term pain management protocol involving the prescription of oxycodone.

⁵ Based on my training and experience, I know that 10-325 oxycodone contains 10 milligrams of oxycodone and 325 milligrams of acetaminophen.

psychological examination of CS-1. CRISTOBAL said that she could offer CS-1 prescriptions for two narcotics and asked, whether in addition to oxycodone, CS-1 wanted Adderall (brand name amphetamine) or Xanax (brand name alprazolam). CRISTOBAL also instructed CS-1 to provide a more recently dated MRI report at a future visit. Based on my training and experience, I believe CRISTOBAL wanted to have an MRI report to use as justification for prescribing oxycodone in the event of law enforcement inquiry, and not for any medical diagnostic purpose.

ii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 prescriptions for 90 tablets of 10-325 oxycodone, as well as alprazolam, Naproxen, fluoxetine, and cyclobenzaprine to fill for CS-1.

g. On or about February 6, 2020, CS-1 returned to the Clinic. As requested by CRISTOBAL during the prior visit, CS-1 gave the Office Staff a new MRI report ("MRI-2"). MRI-2 was word-for-word identical to MRI-1 (the report that CS-1 provided to the Clinic on or about December 19, 2019), except that the date was changed to be more recent. CS-1 paid \$300 in cash to cover the office "fee" and a "gratuity" for the Office Staff and was admitted to see CRISTOBAL.

i. During the ensuing consultation, which was recorded by video and audio, there was no discussion of CS-1's health or MRI-2, and CRISTOBAL did not conduct any physical or psychological examination of CS-1. CS-1 requested that CRISTOBAL increase the dosage of oxycodone, and CRISTOBAL agreed to prescribe 15-milligram tablets of "pure" oxycodone.

ii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 prescriptions for 90 tablets of 15-milligram oxycodone HCl,⁶ as well as amphetamine, alprazolam, Naproxen, fluoxetine, and cyclobenzaprine to fill for CS-1.

h. On or about March 3, 2020, CS-1 returned to the Clinic. CS-1 paid \$300 in cash to Receptionist-2 to cover the office "fee" and a "gratuity" for the Office Staff.

⁶ Based on my training and experience, I know that oxycodone HCl is oxycodone hydrochloride, which is pure oxycodone that does not contain acetaminophen.

i. During this visit, which was recorded by video and audio, CRISTOBAL did not meet with CS-1. Instead, Receptionist-2 told CS-1 that CS-1 had been put on the appointment list for the day and that after the scheduled "appointment" time, CS-1 could simply retrieve the prescriptions from the pharmacy.

ii. During this visit, CS-1 also asked whether, in the future, CS-1 could bring a "friend" to also be seen at the Clinic, and Receptionist-2 responded that CS-1 could, so long as the friend was "legit" and could provide documentation, such as an MRI report. Based on my training and experience, I believe that when Receptionist-2 asked whether CS-1's friend was "legit," she was asking CS-1 to vouch that the friend would not cause trouble for the Clinic. Based on my training and experience, I believe that when Receptionist-2 asked whether CS-1's friend could provide documentation, such as an MRI report, Receptionist-2 was asking whether the friend would be able to provide documentation that CRISTOBAL could use as justification for prescribing oxycodone in the event of law enforcement inquiry.

iii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 prescriptions for 90 tablets of 15-milligram oxycodone HCl, as well as alprazolam, amphetamine, fluoxetine, Naproxen, cyclobenzaprine, and vitamin D to fill for CS-1.

i. On or about March 10, 2020, CS-1 and UC-1 went to the Clinic. CS-1 introduced UC-1 to Receptionist-2 as the "friend" that CS-1 had previously mentioned, and UC-1 paid \$300 in cash to cover the office "fee" and a "gratuity" for the Office Staff. An MRI report ("MRI-3") was provided to Receptionist-2 as medical documentation for UC-1. The body of MRI-3--describing the "Indication," "Technique," "Interpretation," and "Impression"--was word-for-word identical to MRI-1 and MRI-2, which CS-1 had previously given to the Clinic as medical documentation for him/herself. UC-1 was admitted to see CRISTOBAL.

i. During the ensuing consultation, which was recorded by video and audio, UC-1 claimed that he/she was experiencing minor pain. CRISTOBAL did not conduct any physical or psychological examination of UC-1. At no point during the consultation did CRISTOBAL discuss the substance of MRI-3 or even indicate that she had looked at it. Instead, CRISTOBAL

asked UC-1 who had referred UC-1 to the Clinic and what pharmacy he/she used. UC-1 stated that he/she had been referred by CS-1 and used Pharmacy-1. CRISTOBAL told UC-1 that she would give UC-1 a prescription for oxycodone.

ii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 a prescription for 90 tablets of 15-milligram oxycodone HCl to fill for UC-1.

j. On or about April 14, 2020, CS-1 returned to the Clinic for the purpose of obtaining oxycodone prescriptions for him/herself and UC-1. CS-1 paid \$500 in cash to cover the office "fees" and "gratuities" on behalf of him/herself and UC-1. Neither CS-1 nor UC-1 (who did not even go to the Clinic) was seen by CRISTOBAL.

k. On or about April 16, 2020, CS-1 called the Clinic to inquire about the status of the prescriptions from the April 14, 2020 visit. A member of the Office Staff ("Receptionist-3") said that she would inquire with CRISTOBAL and get back to CS-1. Later that day, CS-1 went to the Clinic in person to follow up, and CRISTOBAL told CS-1 that CS-1 owed an additional \$100 because the Clinic's "fees" had increased. CS-1 left the Clinic and later returned with the money. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, thereafter, CRISTOBAL sent Pharmacy-1 a prescription for 90 tablets of 15-milligram oxycodone HCl to fill for CS-1 and a second prescription for 90 tablets of 15-milligram oxycodone HCl to fill for UC-1.

l. On or about May 19, 2020, CS-1 returned to the Clinic to obtain additional oxycodone prescriptions for him/herself. CS-1 paid \$450 in cash to Receptionist-3 to cover the office "fee" and a "gratuity" for Office Staff and was admitted to see CRISTOBAL.

i. During the ensuing consultation, which was recorded by audio, CRISTOBAL did not conduct any physical or psychological examination of CS-1. CRISTOBAL asked whether oxycodone remained CS-1's "favorite" drug and whether CS-1's pharmacy information had changed. CS-1 confirmed that he/she still used Pharmacy-1 and still desired oxycodone.

ii. Based on my review of electronic prescriptions sent to Pharmacy-1, I know that, following the visit, CRISTOBAL sent Pharmacy-1 prescriptions for 90 tablets of

15-milligram oxycodone HCl, as well as for amphetamine, alprazolam, Naproxen, fluoxetine, and cyclobenzaprine to fill for CS-1.

10. Based on my review of data from New York's prescription monitoring program, which is maintained by the New York State Bureau of Narcotic Enforcement ("BNE"), and which reflects controlled substances prescriptions PURIFICACION CRISTOBAL, the defendant, wrote for patients, I have learned, in substance and in part, the following:

a. Beginning in or about 2019 through in or about June 2020, the number of oxycodone prescriptions written by CRISTOBAL increased dramatically. For example:

i. In the month of January 2019, CRISTOBAL wrote approximately 18 oxycodone prescriptions, and the number of monthly oxycodone prescriptions quintupled over the course of the year such that, by August 2019, CRISTOBAL was consistently writing 100 or more oxycodone prescriptions each month.

ii. From in or about January 2020 and up to including at least in or about June 2020, CRISTOBAL has continued to write well over 100 oxycodone prescriptions almost every month.

iii. Prior to this increase in prescriptions, CRISTOBAL wrote only approximately 20 total oxycodone prescriptions between in or about 2016 and in or about 2019, 19 of which were written in 2018.

b. In total, from in or about January 2019 up to and including in or about June 2020, CRISTOBAL wrote over 1,700 prescriptions for oxycodone--in strengths up to 30-milligram tablets--accounting for over 140,000 oxycodone tablets.

c. From in or about January 2019 up to and including in or about June 2020, oxycodone was the second-most prescribed controlled substance by CRISTOBAL, accounting for approximately 20 percent of controlled substance prescriptions. The first- and fourth-most prescribed controlled substances were, respectively, alprazolam and amphetamine. Based on my training and experience, and as described supra at footnote 3, oxycodone, alprazolam, and amphetamine, when prescribed together, form the "Holy Trinity" of preferred narcotics for oxycodone abusers, given their cumulative chemical effects.

d. Since in or about 2016, CRISTOBAL has written ten or more oxycodone prescriptions for over fifty different individuals. The individuals for whom CRISTOBAL wrote oxycodone prescriptions included members of her own Office Staff. For example, to date, Receptionist-1 has received approximately five oxycodone prescriptions from CRISTOBAL and Receptionist-3 has received approximately fourteen oxycodone prescriptions from CRISTOBAL.

e. Based on my training and experience, the number of oxycodone prescriptions that CRISTOBAL has written--particularly from in or about January 2019 up to and including in or about June 2020--far exceeds what would be expected given CRISTOBAL's purported practice areas of psychiatry, family medicine, and pediatrics.⁷

WHEREFORE, I respectfully request that a warrant be issued for the arrest of PURIFICACION CRISTOBAL, the defendant,

⁷ Based on my discussions with CS-1 and my review of audio-recordings from CS-1's visits to the Clinic, I know that, during conversations with CS-1, CRISTOBAL sometimes characterized the Clinic as also having a pain management practice. However, as described supra at paragraph 6, CRISTOBAL is certified only in the areas of psychiatry, family medicine, and pediatrics. Moreover, I have reviewed a business card for the Clinic, which lists the Clinic as offering "Medical and Psychiatric Services for Children, Adolescents, and Adults" and which lists CRISTOBAL as a "Licensed Psychiatric & Mental Health Service Provider," with no mention of pain management care.

and that she be arrested, and imprisoned or bailed, as the case may be.

S/ Christos Deftereos
CHRISTOS DEFTEREOS
Task Force Officer
Drug Enforcement Administration

Sworn to me through the transmission of this Affidavit by reliable electronic means, pursuant to Federal Rules of Criminal Procedure 41(d)(3) and 4.1,

this 2 day of July, 2020,

Katharine H Parker

THE HONORABLE KATHARINE H. PARKER
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK