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FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

UNITED STATES OF AMERICA

v.

JUAN ANTONIO IBANEZ
BARRY ROBERT BROOKS

CASE NO. 8:07-cr- 537-T- 17 MAP
21 U.S.C. § 841(a)(1)
21 U.S.C. § 846
21 U.S.C. § 843(a)(2) & (b)
21 U.S.C. § 856(a)(1)
18 U.S.C. § 1956(h)
18 U.S.C. § 1956(a)(1)(A)(i)
18 U.S.C. § 1957
18 U.S.C. § 2
21 U.S.C. § 853 - Forfeiture
18 U.S.C. § 982(a)(1) - Forfeiture

INDICTMENT

The Grand Jury charges:

COUNT ONE

A. Introduction

At times material to this Indictment, or for the specific dates set forth below:

1. The Controlled Substances Act (CSA) governed the manufacture, distribution, and dispensing of controlled substances in the United States. With limited exceptions for medical professionals, the CSA made it "unlawful for any person knowingly or intentionally . . . to manufacture, distribute, or dispense . . . a controlled substance" or conspire to do so.

2. The CSA and its implementing regulations set forth which drugs and other substances were defined by law as "controlled substances," and those controlled substances were then assigned to one of five schedules, Schedule I, II, III, IV, or V,

depending on their potential for abuse, likelihood of physical or psychological dependency, accepted medical use, and accepted safety for use under medical supervision.

3. Pursuant to the CSA and its implementing regulations, hydrocodone, the generic name for an addictive prescription painkiller, was classified as a Schedule III Controlled Substance, and sold generically or under a variety of brand names, including Vicodin, Vicoprofin, Lortab, Lorcet, and Norco. When hydrocodone was legally prescribed for a legitimate medical purpose, it typically was used to combat acute, severe pain under the careful supervision of a treating physician.

4. Medical practitioners authorized to prescribe or dispense controlled substances by the jurisdiction in which they were licensed to practice medicine were authorized under the CSA to write prescriptions for or otherwise dispense controlled substances if they were registered with the Attorney General of the United States. Such medical practitioners were each assigned a unique registration number by the Drug Enforcement Administration (DEA).

5. Under Chapter 21 of the Code of Federal Regulations, Section 1306.04(a), medical practitioners registered with the DEA could not issue a prescription unless it was "issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice. . . . An order purporting to be a prescription issued not in the usual course of professional treatment or in legitimate and authorized research [was] not a prescription within the meaning and intent of [the CSA] and the person knowingly filling such a purported prescription, as well as the person issuing it, [was] subject to the penalties provided for violations of the provisions relating

to controlled substances."

6. The CSA prohibited any person from knowingly and intentionally using a DEA registration number issued to another person in the course of distributing or dispensing a controlled substance.

B. Defendants

7. Defendant **JUAN ANTONIO IBANEZ** was a physician with an active license to practice medicine issued by the State of Florida and was registered with the DEA to dispense, administer and prescribe controlled substances in Schedules II through V. Defendant **JUAN ANTONIO IBANEZ** owned or controlled, directly or indirectly, domestic and foreign business entities, including but not limited to: TRI-COUNTY CLINIC, INC. (located during times pertinent to this Indictment in Winter Haven, Haines City, Kissimmee and Orlando, Florida); MERSOL, LLC (located during times pertinent to this Indictment in Orlando, Florida); FARMA, LC (located during times pertinent to this Indictment in Haines City and Kissimmee, Florida); MED-MANAGE, INC. (located during times pertinent to this Indictment in Haines City and Orlando, Florida); QMEDS2U LLC. (located during times pertinent to this Indictment in Haines City, Florida); IMECAL, S.A. (located during times pertinent to this Indictment in San Jose, Costa Rica); and DISTRIBUIDORA COMERCIAL DEL CARIBE RX EMPRESA INDIVIDUAL DE RESPONSABILIDAD LIMITADA (located during times pertinent to this Indictment in San Jose, Costa Rica). Through these businesses, defendant **IBANEZ**, among other things, operated Internet clinic websites, and supported these and other Internet clinic websites by recruiting and paying physicians, physician assistants and

nurse practitioners and processing credit card and cash on delivery payments. All of this was done in order to facilitate the illegal distribution of controlled substances, primarily hydrocodone, to customers throughout the United States, based on orders purporting to be prescriptions that were not issued for a legitimate medical purpose by individual practitioners acting in the usual course of professional practice.

8. Defendant **BARRY ROBERT BROOKS** was, directly or indirectly through nominees, the principal owner and/or operator, managing member or officer of numerous Internet website businesses, including, but not limited to: INTERNET HEALTH ENTERPRISES, LLC (hereinafter IHE, located during times pertinent to this Indictment in Haines City, Kissimmee and Davenport, Florida); RECOGNEYES MARKETING, LLC (located during times pertinent to this Indictment in Celebration, Florida); PRECEDENT MANAGEMENT SYSTEMS, LLC (hereinafter PMS, located during times pertinent to this Indictment in Davenport and Kissimmee, Florida); and GLOBAL DATA NETWORK, INC. (hereinafter GDN, located during times pertinent to this Indictment in Haines City and Davenport, Florida). Through these businesses, defendant **BROOKS**, among other things, operated Internet clinic websites and recruited and paid pharmacies to facilitate the illegal distribution of controlled substances, primarily hydrocodone, to customers throughout the United States, based on orders purporting to be prescriptions that were not issued for a legitimate medical purpose by individual practitioners acting in the usual course of professional practice.

C. The Agreement

9. From an unknown date, but at least beginning in or about 2003 and continuing through on or about the date of this Indictment, in the Middle District of Florida, and elsewhere, the defendants,

**JUAN ANTONIO IBANEZ
and
BARRY ROBERT BROOKS,**

did knowingly and willfully conspire together and with other persons, both known and unknown to the Grand Jury, to commit the following offenses:

- 1) to knowingly and intentionally distribute and dispense hydrocodone, a Schedule III Controlled Substance, based on orders purporting to be prescriptions that were not issued for a legitimate medical purpose by individual practitioners acting in the usual course of professional practice, contrary to Title 21, United States Code, Section 841(a)(1);
- 2) to knowingly and intentionally use and cause to be used a registration number that was issued to another person in the course of distributing and dispensing hydrocodone, a Schedule III Controlled Substance, contrary to Title 21, United States Code, Section 843(a)(2);
- 3) to knowing and intentionally use a communication facility, that is, a telephone, to commit and facilitate the conspiracy to distribute and dispense hydrocodone, a Schedule III Controlled Substance, punishable as a felony under Title 21, United States Code, Section 846, as charged in this Count of the Indictment, contrary to Title 21, United States Code,

Section 843(b); and

- 4) to knowingly and intentionally use and cause to be used certain places for the purpose of distributing and dispensing hydrocodone, a Schedule III Controlled Substance, contrary to Title 21, United States Code, Section 856(a)(1).

D. Manner and Means of the Conspiracy

The manner and means of this conspiracy included the following:

10. It was part of the conspiracy that the defendants and others would and did obtain substantial revenues and profits by illegally offering for sale and selling prescription drugs, primarily hydrocodone, using orders purporting to be prescriptions that were not issued for a legitimate medical purpose by individual practitioners acting in the usual course of professional medical practice.

11. It was further a part of the conspiracy that the defendants and others would and did establish and use various business entities to own and operate, or support, Internet clinic websites. Through these business entities, the defendants and others would and did (a) advertise to sell hydrocodone through the Internet clinic websites; (b) staff customer service centers to process orders for hydrocodone; and (c) recruit and pay physicians, physician assistants, nurse practitioners, and pharmacies; all to facilitate the illegal distribution of controlled substances, primarily hydrocodone, to customers throughout the United States. In addition to those business entities named above in part B, these business entities included, but were not limited to, the following: CREATIVELOGIX, LLC (located during times pertinent to this Indictment in Haines City and Orlando, Florida); MID FLORIDA MEDICAL LLC (located during times pertinent to

this Indictment in Haines City, Florida); FLORIDA FARMA LLC (located during times pertinent to this Indictment in Haines City, Florida); FLORIDA MD CONSULTS LLC (located during times pertinent to this Indictment in Haines City and Kissimmee, Florida); FOX FAMILY HEALTH CARE INC. (located during times pertinent to this Indictment in Orlando, Florida), SUNSHINE FAMILY MEDICAL CORP (located during times pertinent to this Indictment in Celebration, Florida); PRO MED HEALTHCARE SERVICES, LLC (located during times pertinent to this Indictment in Lake Alfred and Winter Haven, Florida); MEDIFLEX RESOURCES, INC. (located during times pertinent to this Indictment in Winter Haven, Florida); R.J. INTERNATIONAL MEDICAL SERVICES (located during times pertinent to this Indictment in Tampa, Florida); RX PAYMENTS, LTD (located during times pertinent to this Indictment in Israel); SUPERIOR GLOBAL ENTERPRISES, INC. (located during times pertinent to this Indictment in Orlando, Florida); and WORLD WIDE TELEMEDICINE, INC. (located during times pertinent to this Indictment in Orlando, Florida).

12. It was further part of the conspiracy that through the above-listed business entities the defendants and others would and did create and operate Internet clinic websites through which customers throughout the United States ordered hydrocodone.

These Internet clinic websites included, but were not limited to:

- (a) WWW.1STMEDS.COM;
- (b) WWW.DOCTOR-SCRIPTS.COM;
- (c) WWW.PRESCRIPTIONDRUGPLANET.COM;
- (d) WWW.EPAINMEDSGLOBAL.COM;
- (e) WWW.QMEDS2U.COM;

- (f) WWW.FOXFAMILYMEDS.COM;
- (g) WWW.SUNSHINEFAMILYMEDS.COM;
- (h) WWW.ONLINE-SCRIPTS.COM;
- (i) WWW.E-RXDRUGS.COM;
- (j) WWW.MEDSFORPAIN.COM;
- (k) WWW.AAAMEDSWORLDWIDE.COM;
- (l) WWW.MEDS123.COM; and
- (m) WWW.NORCO-MEDICATIONS.COM.

13. It was further part of the conspiracy that the defendants and others would and did cause each customer who accessed one of the Internet clinic websites to register with the website by providing an e-mail address, shipping address, gender, age and date of birth; fill out a brief online questionnaire regarding the customer's medical history; review and agree to a list of terms, conditions and disclaimers by the Internet clinic website; select from a price list the type, dosage and quantity of hydrocodone that the customer wished to order; fax identification cards and medical records purportedly containing information about the customer's medical condition for which the customer was requesting hydrocodone; and provide a credit card number or a money order (for cash on delivery) to pay for the hydrocodone and separate consultation fee.

14. It was further part of the conspiracy that the defendants and others would and did cause to be made and placed on these Internet clinic websites the following self-serving statements and meaningless disclaimers and representations, among others, to entice customers, give the appearance of legitimacy and/or otherwise promote and further the purpose and objectives of the conspiracy:

- (a) that the consultation, diagnosis, and treatment provided through the Internet clinic websites were deemed to have occurred in the state where the physician was physically located and licensed to practice medicine rather than where the customer was located;
- (b) that the medical condition described by the customer existed in fact, and could be described as an "emergency medical situation" in which immediate medical care or hospitalization was required, thereby creating a "temporary doctor/patient relationship;"
- (c) that the customer was required to provide his medical records for review by the website's physician prior to a prescription being issued;
- (d) that it was solely the customer's responsibility to obtain an annual physical examination and to notify any doctor whose care he was under of his choice to obtain prescription medications through the website;
- (e) that the website was not an online pharmacy or a patient healthcare facility or clinic, but rather a physician referral service and customer service company that connected customers who desired to receive a consultation with doctors and pharmacies able to assist them with their medical needs and concerns;
- (f) that the physicians within the website's network were licensed and accredited physicians within the United States, were independent contractors, and made the final determination as to whether to approve or deny a request made for any medication(s) and treatment(s);
- (g) that the website's network of physicians did not take the place of the customer's primary care physician, were not able to provide any new diagnoses, and worked in an "adjunct capacity" to the customer's current provider to assist in the management or treatment of the customer's already existing and/or chronic condition;
- (h) that the website did not accept insurance of any kind because telemedicine and its related services was a relatively new area of medical practice and most insurance companies would not reimburse for any consultations or medications prescribed as a result of utilizing this service;

- (i) that the customer could not request or order specific medications, but could note on the questionnaire any medication that previously had been used successfully, which could be considered by the physician in deciding whether the requested medication was appropriate or proper to meet the customer's medical needs; and
- (j) that the website operated "100% legally."

15. It was further part of the conspiracy that the defendants and others would and did cause the customer to call a telephone number to set up a "consultation" that was billed to the customer's credit card. During the so-called "consultation" (lasting only minutes), a person, usually a physician's assistant or a nurse practitioner, but occasionally a physician or a non-medical member of the staff, reviewed the questionnaire and medical records with the customer and verified what drug the customer wanted to order.

16. It was further a part of the conspiracy that the defendants and others would and did recruit and employ and attempt to recruit and employ several physicians, located primarily in Florida, Georgia, North Carolina, Texas, Louisiana and Ohio, to review medical records submitted by customers and proposed prescriptions, and to authorize the issuance of said purported prescriptions over the Internet under their names, DEA registration numbers, and electronically scanned signatures, in order to facilitate the illegal distribution of controlled substances to customers who ordered them over the Internet clinic websites.

17. It was further part of the conspiracy that the defendants and others would and did knowingly and intentionally cause hydrocodone to be distributed through orders purporting to be prescriptions that were not issued for a legitimate medical purpose by individual practitioners acting in the usual course of professional practice, using one or

more of the following methods, among others:

- (a) the defendants and others would and did cause the issuance of thousands of purported prescriptions for controlled substances under physicians' names, DEA registration numbers and electronically scanned signatures to customers throughout the United States, most of which were not located in the same state where the physician was licensed to practice medicine,
 - (i) without adequate verification of the customer's identity or medical complaint;
 - (ii) without adequate and reliable patient medical history;
 - (iii) without performance of a complete or adequate mental or physical examination;
 - (iv) without establishment of a diagnosis;
 - (v) without the use of appropriate diagnostic or laboratory testing;
 - (vi) without sufficient dialogue with the customer regarding treatment options and risks and benefits of such treatments;
 - (vii) without establishment of a treatment plan;
 - (viii) without contact or coordination of treatment with the customer's primary care physician or other health care professional(s);
 - (ix) without provision of a means to follow up with the customer or to monitor the customer's response to the medication or compliance with medical usage; and
 - (x) without maintaining accurate and complete medical records that justified the course of treatment for each customer, including but not limited to medical history, physical examination results, diagnostic therapeutic and laboratory results, evaluations and consultations, treatment plans and objectives, discussions of risks and benefits, records of all medications prescribed, dispensed, or administered, instructions and agreements, and periodic reviews;

- (b) the defendants and others would and did cause thousands of purported prescriptions for hydrocodone to be issued under the names, DEA registration numbers and electronically scanned signatures of numerous physicians employed by the conspirators even though those physicians never personally had consulted with the customer or reviewed the purported medical records of the customer, or after having done so, had declined to authorize the issuance of a prescription; and/or

- (c) the defendants and others would and did use and cause to be used the DEA registration numbers, names and scanned signatures of unwitting physicians to issue thousands of purported prescriptions for hydrocodone, without any participation, knowledge or authorization on the part of those physicians.

18. It was further part of the conspiracy that the defendants and others would and did recruit, had agreements with, and used, several independent pharmacies located in the Middle District of Florida and elsewhere within the United States, to fill the purported prescriptions for hydrocodone and to ship the hydrocodone to customers throughout the United States.

19. It was further a part of the conspiracy that in recruiting and using these pharmacies the defendants and others would and did make and provide and cause to be made and provided the following assurances, instructions and representations, among others, in order to appear to be operating in a lawful manner and to assist these pharmacies to withstand government scrutiny:

- (a) that the purported prescriptions that the pharmacies were to fill were in fact based on valid patient-physician relationships and that the purported prescriptions were in compliance with State and Federal Guidelines;
- (b) that the pharmacies should limit the number of purported prescriptions for hydrocodone the pharmacy filled per day in order to stay "under the radar" of those pharmacies' wholesale distributors as well as the DEA;
- (c) that the customers' treating physicians had been contacted and that the treating physicians had concurred with having the Internet clinic website designated physician provide their patients with hydrocodone; and
- (d) that they had dealt with the DEA on a regular basis and never had had a problem with the DEA because there was nothing illegal in what they did.

20. It was further part of the conspiracy that the defendants and others would and did perform and cause to be performed acts, and would and did make and cause to be made statements, designed to circumvent Federal and State laws governing the distribution and dispensing of controlled substances by valid prescriptions.

21. It was further part of the conspiracy that the defendants and others would and did perform and cause to be performed acts, and make and cause to be made statements, to hide and conceal the purpose of the conspiracy and the acts committed in furtherance thereof.

All in violation of Title 21, United States Code, Sections 846 and 841(b)(1)(D).

COUNT TWO

From an unknown date, but at least beginning March 2003, through in or about August 2003, in the Middle District of Florida, the defendant,

BARRY ROBERT BROOKS

did knowingly and intentionally use and cause to be used a place at 135 N. 6th Street, Haines City, Florida, for the purpose of distributing and dispensing hydrocodone, a Schedule III Controlled Substance.

All in violation of Title 21, United States Code, Sections 856(a)(1) and 856(b), and Title 18 United States Code, Section 2.

COUNT THREE

From an unknown date, but at least beginning February 2004, through in or about October 2004, in the Middle District of Florida, the defendants,

**JUAN ANTONIO IBANEZ
and
BARRY ROBERT BROOKS,**

did knowingly and intentionally use and cause to be used DOCTOR'S CHOICE PHARMACY, a.k.a. Lurds, Inc., a place at 5622 Marine Parkway, #23, New Port Richey, Florida, for the purpose of distributing and dispensing hydrocodone, a Schedule III Controlled Substance.

All in violation of Title 21, United States Code, Sections 856(a)(1) and 856(b), and Title 18 United States Code, Section 2.

COUNT FOUR

From an unknown date, but at least beginning January 2004, through in or about February 2007, in the Middle District of Florida, the defendants,

**JUAN ANTONIO IBANEZ
and
BARRY ROBERT BROOKS,**

did knowingly and intentionally use and cause to be used JEN MAR PHARMACY, a place at 7901-D Armenia Avenue, Suite D, Tampa, Florida, for the purpose of distributing and dispensing hydrocodone, a Schedule III Controlled Substance.

All in violation of Title 21, United States Code, Sections 856(a)(1) and 856(b), and Title 18 United States Code, Section 2.

COUNT FIVE

From an unknown date, but at least beginning February 2005, through in or about March 2005, in the Middle District of Florida, the defendants,

**JUAN ANTONIO IBANEZ
and
BARRY ROBERT BROOKS,**

did knowingly and intentionally use and cause to be used UNIVERSAL RX, a place at 5555 W. Waters Avenue, Suite 607, Tampa, Florida, for the purpose of distributing hydrocodone, a Schedule III Controlled Substance.

All in violation of Title 21, United States Code, Sections 856(a)(1) and 856(b), and Title 18 United States Code, Section 2.

COUNT SIX

From an unknown date, but at least beginning March 2005, through in or about February 2007, in the Middle District of Florida, the defendants,

**JUAN ANTONIO IBANEZ
and
BARRY ROBERT BROOKS,**

did knowingly and intentionally use and cause to be used ARMENIA PHARMACY, a place at 4423 N. Armenia Avenue, Tampa, Florida, for the purpose of distributing hydrocodone, a Schedule III Controlled Substance.

All in violation of Title 21, United States Code, Sections 856(a)(1) and 856(b), and Title 18 United States Code, Section 2.

COUNTS SEVEN - THIRTY-ONE

On or about the dates set forth below in each Count, in the Middle District of Florida, the defendants, as set forth below, knowingly and intentionally distributed and dispensed, and caused to be distributed and dispensed, hydrocodone, a Schedule III Controlled Substance, which distribution and dispensing was based on an order purporting to be a prescription for hydrocodone that was not issued for a legitimate medical purpose by an individual practitioner acting in the usual course of professional practice, as charged in the chart below, each such instance being a separate Count of the Indictment:

COUNT	DEFENDANT(S)	DATE	CONTROLLED SUBSTANCE DISTRIBUTED AND DISPENSED
SEVEN	BARRY ROBERT BROOKS	05/29/03	100 hydrocodone tablets to "John Bishop," a purported customer in Orlando, Florida, ordered from www.meds123.com , issued under the name and DEA number of physician J.C.D., and distributed and dispensed from 135 6 th Street, Haines City, Florida.
EIGHT	BARRY ROBERT BROOKS	06/02/03	100 hydrocodone tablets to "Lyle Procter," a purported customer in Orlando, Florida, ordered from www.meds123.com , issued under the name and DEA number of physician J.C.D., and distributed and dispensed from 135 6 th Street, Haines City, Florida.
NINE	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	02/02/04	30 hydrocodone tablets to "Josh Peters," a purported customer in Lake Mary, Florida, ordered from www.online-scripts.com , issued under the name and DEA number of defendant JUAN ANTONIO IBANEZ , and distributed and dispensed from JEN MAR PHARMACY, Tampa, Florida.

COUNT	DEFENDANT(S)	DATE	CONTROLLED SUBSTANCE DISTRIBUTED AND DISPENSED
TEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	06/05/04	90 hydrocodone tablets to "Richard Wallace," a purported customer, in Camarillo, California, ordered from www.norco-online.com , issued under the name and DEA number of defendant JUAN ANTONIO IBANEZ, and distributed and dispensed from DOCTOR'S CHOICE PHARMACY, New Port Richey, Florida.
ELEVEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	02/08/05	90 hydrocodone tablets to D.D., a customer in Baton Rouge, Louisiana, ordered from www.1stmeds.com , issued under the name and DEA number of defendant JUAN ANTONIO IBANEZ, and distributed and dispensed from ELITE PHARMACY, River Ridge, Louisiana.
TWELVE	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	02/09/05	60 hydrocodone tablets to "Jerry West," a purported customer in Sacramento, California, ordered from www.online-scripts.com , issued under the name and DEA number of defendant JUAN ANTONIO IBANEZ, and distributed and dispensed from UNIVERSAL RX PHARMACY, Tampa, Florida.
THIRTEEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	02/25/05	60 hydrocodone tablets to "Victor Semeraro," a purported customer in Camarillo, California, ordered from www.online-scripts.com , issued under the name and DEA number of physician S.M.D., and distributed and dispensed from UNIVERSAL RX PHARMACY, Tampa, Florida.
FOURTEEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	03/09/05	90 hydrocodone tablets to "Richard Wallace," a purported customer in Camarillo, California, ordered from www.online-scripts.com , issued under the name and DEA number of physician S.M.D., and distributed and dispensed from UNIVERSAL RX PHARMACY, Tampa, Florida.
FIFTEEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	06/21/05	90 hydrocodone tablets to J.K., a customer in Mars, Pennsylvania, ordered from www.online-scripts.com issued under the name and DEA registration number of defendant JUAN ANTONIO IBANEZ, and distributed from NEWCARE HOME HEALTH SERVICES, Baltimore, Maryland.

COUNT	DEFENDANT(S)	DATE	CONTROLLED SUBSTANCE DISTRIBUTED AND DISPENSED
SIXTEEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	07/19/05	90 hydrocodone tablets to H.G., a customer in Houston, Texas, ordered from www.online-scripts.com , issued under the name and DEA registration number of defendant JUAN ANTONIO IBANEZ, and distributed and dispensed from ELITE PHARMACY, River Ridge, Louisiana.
SEVENTEEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	01/06/06	90 hydrocodone tablets to D.C., a customer in Centennial, Colorado ordered from www.online-scripts.com , issued under the name and DEA number of defendant JUAN ANTONIO IBANEZ, and distributed and dispensed from STOLTZ LEADER DRUG PHARMACY, Nelsonville, Ohio.
EIGHTEEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	01/09/06	90 hydrocodone tablets to D.C., a customer in Centennial, Colorado, ordered from www.1stMeds.com , issued under the name and DEA number of physician S.M.D., and distributed and dispensed from NEWCARE HOME HEALTH SERVICES, Baltimore, Maryland.
NINETEEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	03/27/06	120 hydrocodone tablets to V.H., a customer in Surprise, Arizona ordered from www.prescriptiondrugplanet.com , issued under the name and DEA number of physician G.P.G., and distributed and dispensed from ELITE PHARMACY, River Ridge, Louisiana.
TWENTY	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	04/02/06	30 hydrocodone tablets to "James Taggart," a purported customer in Orlando, Florida, ordered from www.doctor-scripts.com , issued under the name and DEA number of physician F.A., and distributed and dispensed by ELITE PHARMACY, River Ridge, Louisiana.
TWENTY-ONE	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	05/10/06	90 hydrocodone tablets to "Donald Huntley," a purported customer in Tampa, Florida, ordered from www.1stmeds.com , issued under the name and DEA number of physician S.M.D., and distributed and dispensed from FLORENCE PHARMACY, Florence, Montana.
TWENTY-TWO	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	05/25/06	90 hydrocodone tablets to "Martin Spangler," a purported customer in Orlando, Florida ordered from www.prescriptiondrugplanet.com , issued under the name and DEA number of physician G.P.G., and distributed and dispensed from NEWCARE HOME HEALTH, Baltimore, Maryland.

COUNT	DEFENDANT(S)	DATE	CONTROLLED SUBSTANCE DISTRIBUTED AND DISPENSED
TWENTY-THREE	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	06/11/06	60 hydrocodone tablets to "Christopher Owens," a purported customer in Orlando, Florida, ordered from www.epainmedsglobal.com , issued under the name and DEA number of physician L.A.M., and distributed and dispensed by NEWCARE HOME HEALTH, Baltimore, Maryland.
TWENTY-FOUR	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	07/26/06	90 hydrocodone tablets to "Thomas Sutton," a purported customer in Laurel, Maryland, ordered from www.prescriptiondrugplanet.com , issued under the name and DEA number of physician G.P.G., and distributed and dispensed from ELITE PHARMACY, River Ridge, Louisiana.
TWENTY-FIVE	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	07/28/06	88 hydrocodone tablets to "Jason Gorman," a purported customer in Edgewater, Maryland, ordered from www.epainmedsglobal.com , issued under the name and DEA number of physician L.A.M., and distributed and dispensed from NEW CARE HOME HEALTH SERVICES, Baltimore, Maryland.
TWENTY-SIX	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	07/31/06	90 hydrocodone tablets to J.K., a customer in Mars, Pennsylvania, issued under the name and DEA number of physician L.A.M., and distributed and dispensed from NEW CARE HOME HEALTH SERVICES, Baltimore, Maryland.
TWENTY-SEVEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	08/14/06	90 hydrocodone tablets to H.G., a customer in Houston, Texas, ordered from www.prescriptiondrugplanet.com , issued under the name and DEA number of physician G.P.G., and distributed and dispensed from ELITE PHARMACY, River Ridge, Louisiana.
TWENTY-EIGHT	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	08/18/06	90 hydrocodone tablets to V.H., a customer in Surprise, Arizona ordered from www.epainmedsglobal.com , issued under the name and DEA number of physician L.A.M., and distributed and dispensed from ELITE PHARMACY, River Ridge, Louisiana.
TWENTY-NINE	JUAN ANTONIO IBANEZ	11/16/06	90 hydrocodone tablets to "Olivia R. Sands," a purported customer in St. Louis, Missouri, ordered from www.sunshinefamilymeds.com , issued under the name and DEA number of physician S.V.H., and distributed and dispensed by JEN MAR PHARMACY, Tampa, Florida.

COUNT	DEFENDANT(S)	DATE	CONTROLLED SUBSTANCE DISTRIBUTED AND DISPENSED
THIRTY	JUAN ANTONIO IBANEZ	03/06/07	90 hydrocodone tablets to "Olivia R. Sands," a purported customer in St. Louis, Missouri, ordered from www.gmeds2u.com , issued under the name and DEA number of physician O.A., and distributed and dispensed from PRESCRIPTION SHOP II, Ann Arbor, Michigan.
THIRTY-ONE	JUAN ANTONIO IBANEZ	04/12/07	90 hydrocodone tablets to "Olivia R. Sands," a purported customer in St. Louis, Missouri, ordered from www.foxfamilymeds.com , issued under the name and DEA number of physician C.L., and distributed and dispensed from PRESCRIPTION SHOP I, in Ann Arbor, Michigan

All in violation of Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(D); Title 18 United States Code, Section 2.

COUNTS THIRTY-TWO – FORTY-SEVEN

On or about the dates set forth below in each Count, in the Middle District of Florida, the defendants, as set forth below, did knowingly and intentionally use a communication facility, that is, a telephone, to commit and facilitate the conspiracy to distribute and dispense controlled substances punishable as a felony under Title 21, United States Code, Section 846, as charged in Count One of the Indictment, each such instance being a separate Count of the Indictment as charged below:

COUNT	DATE/ CALL #	DEFENDANT(S)/ SPEAKERS	SUMMARY OF SUBSTANCE OF COMMUNICATIONS WHICH FACILITATED THE DISTRIBUTION OF CONTROLLED SUBSTANCES
THIRTY- TWO	July 21, 2006/ I-493	JUAN ANTONIO IBANEZ and A.T.	[A.T.] asked IBANEZ if IBANEZ knew of any doctors who could approve prescriptions. IBANEZ warned [A.T.] that if the authorities arrested doctors doing "push-throughs" (no actual or meaningful participation by the doctor in whose name the prescription was issued) they would go after everybody the doctors were working with. IBANEZ advised [A.T.] that in doing business it is better to keep different parts separated in case something happens to one: keep doctors separate from pharmacies.
THIRTY- THREE	August 2, 2006/ I-803	JUAN ANTONIO IBANEZ and S.M.	IBANEZ advised [S.M.] that IBANEZ lost a pharmacy in Kentucky resulting in a 60 percent decrease in business. They discussed an investigation of another Internet clinic website doing push-throughs (not using a doctor) which employed [F.A.], a doctor also employed by Ibanez and S.M. IBANEZ stated that he hoped that [F.A.] was smart enough to know that [F.A.] has to say that he was reviewing records. S.M. agreed.
THIRTY- FOUR	August 4, 2006/ I-1004	JUAN ANTONIO IBANEZ and S.M.	S.M. informed IBANEZ that Wendy was complaining about working at an Internet clinic website which wrote prescriptions which were all for narcotics. IBANEZ responded that Wendy should not care because her license is not on the line. IBANEZ stated that Wendy is the type of person who will go to DEA and report that she is doing all narcotics. IBANEZ further stated that physician's assistants (PA's) like Wendy are dangerous [S.M.] said that experienced P.A.'s do not question everything [S.M.] further stated that if there was a problem staffing the websites with P.A.s, that [S.M.] would do the consultations.

COUNT	DATE/ CALL #	DEFENDANT(S)/ SPEAKERS	SUMMARY OF SUBSTANCE OF COMMUNICATIONS WHICH FACILITATED THE DISTRIBUTION OF CONTROLLED SUBSTANCES
THIRTY- FIVE	August 23, 2006/ I-1723	JUAN ANTONIO IBANEZ and G.P.G.	[G.P.G.] advised IBANEZ that [G.P.G.] could not access the IHE clinic website. [G.P.G.] also asked what the deal was with the PDP clinic website. IBANEZ responded that because it was now company policy to require medical records before issuing a prescription, IBANEZ employed one doctor to access the website each morning and go over the records left over from the night before. As a result, IBANEZ explained that [G.P.G.] might not see any records when he logged in. IBANEZ also said that he usually does a second review for denials and occasionally approves, and he also noticed that there were no records on PDP. IBANEZ said he would check things out.
THIRTY- SIX	August 23, 2006/ I-1725	JUAN ANTONIO IBANEZ and M.C.	IBANEZ asked [M.C.] about seeing no records on the PDP website. [M.C.] explained that he clears accumulated records in the evenings. [M.C.] said he cleared 140 on Global over a single weekend. IBANEZ instructed [M.C.] to wait a few days to clear the records because some of the doctors were complaining that there were no records when they accessed the website. IBANEZ and [M.C.] agree that [M.C.] will leave 20 records each day for each of the four doctors (total of 80). [M.C.] commented that doctor [L.A.M.] reviewed the most records, but doctors [G.P.G.], [C.I.N.] and [S.M.D.] did the least. [M.C.] said that he would give them a chance.

COUNT	DATE/ CALL #	DEFENDANT(S)/ SPEAKERS	SUMMARY OF SUBSTANCE OF COMMUNICATIONS WHICH FACILITATED THE DISTRIBUTION OF CONTROLLED SUBSTANCES
THIRTY- SEVEN	August 23, 2006/ I-1731	JUAN ANTONIO IBANEZ and J.L.	IBANEZ and [J.L.] discussed the need to hire another doctor. IBANEZ cautioned that there would be problems if doctor [C.I.N.] stated that she did not authorize this. IBANEZ told [J.L.] to make sure that [C.I.N.] cashed the check and to get a photocopy of it, just in case. [J.L.] said they sent a letter saying that they were sorry about the problem with her insurance and would welcome her back if she resolved the problem. IBANEZ stated that in the future they should have the doctors sign a contract so that the thing that happened with [C.I.N.] does not happen again.
THIRTY- EIGHT	August 23, 2006/ I-1799	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	IBANEZ and BROOKS discussed the purchase of a pharmacy in Ybor City (Tampa); IBANEZ said he was waiting on financial information. BROOKS responded that he did not want anything. Brooks emphasized that he does not want to buy the business; all he wants to do is use the pharmacy's license.
THIRTY- NINE	August 27, 2006/ I-2103	JUAN ANTONIO IBANEZ and S.M.	IBANEZ told [S.M.] that he was concerned because doctors [L.A.M.] and [J.L.C.] were doing too many consults per week. They discussed how many the two doctors were doing on the various websites. IBANEZ said the number was very dangerous. IBANEZ and [S.M.] agreed that they would remove [J.L.C.] from all the websites by the end of the month and replace him with another doctor. They also agreed to assess the [L.A.M.] situation after that.

COUNT	DATE/ CALL #	DEFENDANT(S)/ SPEAKERS	SUMMARY OF SUBSTANCE OF COMMUNICATIONS WHICH FACILITATED THE DISTRIBUTION OF CONTROLLED SUBSTANCES
FORTY	August 31, 2006/ I-2590	JUAN ANTONIO IBANEZ and S.D.D.	<p>IBANEZ and [S.D.D.] discussed doctor [S.V.H.]. IBANEZ said she was balking at the contract, and the problem was that it would be impossible for him to prevent prescriptions from going out in her name starting tomorrow. IBANEZ said that he explained to doctor [S.V.H.] what the procedure was. IBANEZ told her that he employs a doctor to clear the records from each website each day; if the doctor assigned to that website does not review the records each day, then the other doctor will do so. [S.D.D.] said that [S.V.H.] advised him that she was not sure she fully understood what was going on. IBANEZ replied that he explained the job. IBANEZ said he even asked [S.V.H.] if she had any problems supervising a PA who was not located in the state in which she was licensed, and [S.V.H.] said no.</p>
FORTY- ONE	September 1, 2006/ I-2710	JUAN ANTONIO IBANEZ and S.V.H.	<p>Doctor [S.V.H.] advised IBANEZ that she would work for the month of September. IBANEZ asked for 90 days notice if she decided not to continue. IBANEZ then explained the procedure. IBANEZ added that he has a doctor whose job is to clear the records each day if the doctor who is assigned to the website cannot review the records. [S.V.H.] said she was particular about what she approved and wanted to let IBANEZ know that because of the problems she had working for another website. IBANEZ then explained the purported guidelines.</p>

COUNT	DATE/ CALL #	DEFENDANT(S)/ SPEAKERS	SUMMARY OF SUBSTANCE OF COMMUNICATIONS WHICH FACILITATED THE DISTRIBUTION OF CONTROLLED SUBSTANCES
FORTY- TWO	September 18, 2006/ I-3532	JUAN ANTONIO IBANEZ and A.J.K.	IBANEZ informed [A.J.K.] that in Missouri and North Carolina the primary care physician has to be notified of the internet prescription and approve it. [A.J.K.] acknowledged that, and added that if they are doing what they were supposed to be doing, they're good. IBANEZ asked [A.J.K.] to set up a meeting with Barry for the next day to discuss the best plan in light of the legal developments in those states.
FORTY- THREE	September 25, 2006/ I-3759	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	IBANEZ advised BROOKS that a pharmacist from NewCare called and asked for the telephone number of doctor [R.S.Z.]. IBANEZ said he was reluctant to provide it, so BROOKS suggested that IBANEZ tell the pharmacist to just call IBANEZ since the doctors worked for them.
FORTY- FOUR	October 2, 2006/ I-4436	JUAN ANTONIO IBANEZ and A.J.K.	IBANEZ told [A.J.K.] that in North Carolina it was a first degree felony unless the primary care physician is notified and approves the prescription. IBANEZ asked [A.J.K.] to get a legal opinion about how to handle this problem and send it to IBANEZ in case the doctors start getting freaked out. IBANEZ said if the doctors find out, then we will have a problem. They also discussed an incident where a pharmacist called a doctor directly.

COUNT	DATE/ CALL #	DEFENDANT(S)/ SPEAKERS	SUMMARY OF SUBSTANCE OF COMMUNICATIONS WHICH FACILITATED THE DISTRIBUTION OF CONTROLLED SUBSTANCES
FORTY-FIVE	October 3, 2006/ I-4493	JUAN ANTONIO IBANEZ and A.J.K.	<p>IBANEZ asked [A.J.K.] if there would be a loss in business if they required customers in North Carolina and Missouri to have a physician or chiropractor sign a form authorizing the customer to obtain medication from an out-of-state physician. IBANEZ added that we don't care whose signature it is because we are not detectives. [A.J.K.] replied that he understood what IBANEZ was talking about. They agreed it would be a good idea to try it.</p>
FORTY-SIX	October 10, 2006/ I-5123	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	<p>BROOKS informed IBANEZ that NewCare (pharmacy) just got hit by DEA. BROOKS stated that it turned out that the husband of one of the pharmacists was an FBI agent. BROOKS said the NewCare officials contacted him for advice. IBANEZ said he thought something was wrong because one of the pharmacists called doctor [R.S.Z.] and they almost lost [R.S.Z.]. BROOKS said they would try to pick up the slack with Elite (pharmacy). IBANEZ then said that he thought things were going to get worse. They agreed to meet the next morning.</p>
FORTY-SEVEN	October 11, 2006/ I-5212	JUAN ANTONIO IBANEZ and A.J.K.	<p>IBANEZ informed [A.J.K.] of news reports about Elite and NewCare, including the seizure of assets. [A.J.K.] asked IBANEZ how he felt about the situation, and IBANEZ responded that the authorities would continue to squeeze the business, but if the authorities came for IBANEZ it would be for what he had done, not for what he was doing. [A.J.K.] said the newest thing by DEA asking the patient to get a directed physical exam, which IBANEZ said was the only safeguard they didn't have. IBANEZ said they were just guidelines anyway.</p>

All in violation of Title 21, United States Code, Section 843(b), and Title 18, United States Code, Section 2.

COUNTS FORTY-EIGHT – SIXTY-ONE

On or about the dates set forth below in each count, in the Middle District of Florida, the defendants,

**JUAN ANTONIO IBANEZ
and
BARRY ROBERT BROOKS,**

as set forth below, knowingly and intentionally used and caused to be used a registration number that was issued to another person in the course of distributing hydrocodone, a Schedule III Controlled Substance, as charged in the chart below, each such instance being a separate count of the Indictment:

COUNT	DATE	MANNER AND MEANS OF THE OFFENSE
FORTY-EIGHT	02/07/05	The name and DEA registration number of physician W.R.C., was affixed to an order issued by www.1stmeds.com , for 90 hydrocodone tablets for J.A., a customer in Grass Valley, California, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FORTY-NINE	02/14/05	The name and DEA registration number of physician W.R.C., was affixed to an order issued by www.onlinescripts.com , for 90 hydrocodone tablets for M.G., a customer in San Rafael, California, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FIFTY	02/15/05	The name and DEA registration number of physician W.R.C., was affixed to an order issued by www.1stmeds.com , for 90 hydrocodone tablets for T.L., a customer in Lodi, California, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FIFTY-ONE	02/21/05	The name and DEA registration number of physician W.R.C., was affixed to an order issued by www.1stmeds.com , for 90 hydrocodone tablets for J.T., a customer in Goodyear, Arizona, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.

COUNT	DATE	MANNER AND MEANS OF THE OFFENSE
FIFTY-TWO	10/25/05	The name and DEA registration number of physician R.S.Z., was affixed to an order issued by www.doctors-scripts.com , for 90 hydrocodone tablets for S.J., a customer in Lawrenceville, Georgia, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FIFTY-THREE	11/15/05	The name and DEA registration number of physician R.S.Z., was affixed to an order issued by www.doctors-scripts.com , for 90 hydrocodone tablets for V.H., a customer in Surprise, Arizona, which order was filled and distributed by NEWCARE HOME HEALTH SERVICES, Baltimore, Maryland.
FIFTY-FOUR	03/20/06	The name and DEA registration number of physician R.S.Z., was affixed to an order issued by www.doctors-scripts.com , for 60 hydrocodone tablets for H.G., a customer in Houston, Texas, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FIFTY-FIVE	06/23/06	The name and DEA registration number of physician C.I.N., was affixed to an order issued by www.online-scripts.com , for 120 hydrocodone tablets for L.E., a customer in University Place, Washington, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FIFTY-SIX	06/23/06	The name and DEA registration number of physician C.I.N., was affixed to an order issued by www.online-scripts.com , for 120 hydrocodone tablets for J.M., a customer in Ridge, New York, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FIFTY-SEVEN	08/14/06	The name and DEA registration number of physician C.I.N., was affixed to an order issued by www.doctors-scripts.com , for 90 hydrocodone tablets for L.P., a customer in Rochester, Washington, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FIFTY-EIGHT	08/21/06	The name and DEA registration number of physician C.I.N., was affixed to an order issued by www.doctors-scripts.com , for 90 hydrocodone tablets for DH., a customer in Kent, Washington, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
FIFTY-NINE	09/22/06	The name and DEA registration number of physician R.S.Z., was affixed to an order issued by www.doctors-scripts.com , for 90 Hydrocodone tablets for R.W., a customer in Savannah, Georgia, which order was filled and distributed by ELITE PHARMACY, River Ridge, Louisiana.
SIXTY	10/04/06	The name and DEA registration number of physician C.I.N., was affixed to an order issued by www.doctors-scripts.com , for 90 hydrocodone tablets for T.B., a customer in Boone, North Carolina, which was filled and distributed by PHARMACY 101, New Orleans, Louisiana.

COUNT	DATE	MANNER AND MEANS OF THE OFFENSE
SIXTY-ONE	10/10/06	The name and DEA registration number of physician R.S.Z., was affixed to an order issued by www.1stmeds.com , for 90 hydrocodone tablets for T.S., a customer in Kitty Hawk, North Carolina, which order was filled and distributed by BOULEVARD PHARMACY, Encino, California.

All in violation of Title 21, United States Code, Sections 843(a)(2) and 843(d)(1), and Title 18, United States Code, Section 2.

COUNT SIXTY-TWO

From and unknown date, but at least beginning in or about 2002, and continuing through on or about the date of this Indictment, in the Middle District of Florida, and elsewhere, the defendants,

**JUAN ANTONIO IBANEZ
and
BARRY ROBERT BROOKS,**

did knowingly and willfully conspire together and with other persons both known and unknown to the Grand Jury to commit the following offenses:

1) to conduct and attempt to conduct financial transactions, which affected interstate and foreign commerce, involving the proceeds of a specified unlawful activity, that is, a conspiracy to violate Title 21, United States Code, Section 846, as alleged in Count One of this Indictment, knowing that the funds involved in the financial transactions represented the proceeds of some form of unlawful activity, and with the intent to promote the carrying on of said specified unlawful activity, contrary to Title 18, United States Code, Section 1956 (a)(1)(A)(i); and

2) to engage in and attempt to engage in monetary transactions, which affected interstate and foreign commerce, in criminally derived property of a value

greater than \$10,000, which property was in fact derived from a specified unlawful activity, that is, conspiracy to violate Title 21, United States Code, Section 846, as alleged in Count One of this Indictment, contrary to Title 18, United States Code, Section 1957.

All in violation of Title 18, United States Code, Section 1956(h).

COUNTS SIXTY-THREE – EIGHTY-SIX

On or about the dates set forth below in each Count, in the Middle District of Florida and elsewhere, the defendants, as set forth below, knowing that the property involved in a financial transaction represented the proceeds of some form of unlawful activity, caused to be conducted and attempted to conduct, a financial transaction affecting interstate and foreign commerce, as described below, which financial transaction in fact involved the proceeds of specified unlawful activity; namely, conspiracy to distribute and dispense controlled substances (in violation of Title 21, United States Code, Section 846); and with the intent to promote the carrying on of such specified unlawful activity:

COUNT	DEFENDANT	DATE	TRANSACTION	AMOUNT	FINANCIAL INSTITUTION
SIXTY-THREE	BARRY ROBERT BROOKS	06/01/04	Outgoing wire transfer payable to Jen Mar Pharmacy	\$66,404.75	IHE Sun Trust Bank Account No. 1000016752478
SIXTY-FOUR	BARRY ROBERT BROOKS	06/22/04	Outgoing wire transfer to Doctors Choice Pharmacy	\$47,118.58	IHE Sun Trust Bank Account No. 1000016752478

COUNT	DEFENDANT	DATE	TRANSACTION	AMOUNT	FINANCIAL INSTITUTION
SIXTY-FIVE	BARRY ROBERT BROOKS	10/27/04	Outgoing wire transfer payable to Jen Mar Pharmacy	\$36,846.78	GDN Bank of America Account No. 005502427348
SIXTY-SIX	BARRY ROBERT BROOKS	10/27/04	Outgoing wire transfer to Alpha Drugs	\$42,871.61	GDN Bank of America Account No. 005502427348
SIXTY-SEVEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	11/11/04	Check no. 1684 payable to Med Manage	\$20,000.00	IHE SunTrust Bank Account No. 1000016752478
SIXTY-EIGHT	BARRY ROBERT BROOKS	02/22/05	Check no. 1900 payable to Creativelogix	\$23,794.78	IHE Sun Trust Bank Account No. 1000016752478
SIXTY-NINE	BARRY ROBERT BROOKS	02/25/05	Outgoing wire transfer to Universal	\$48,888.96	IHE SunTrust Bank Account No. 1000016752478
SEVENTY	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	03/01/05	Outgoing wire to Distribidora Commercial del Caribe Rx	\$33,794.00	IHE SunTrust Bank Account No. 1000016752478
SEVENTY-ONE	JUAN ANTONIO IBANEZ	03/02/05	Incoming wire from Distribidora Commercial del Caribe Rx	\$24,320.00	Med-Manage, Inc., Bank of America Account No. 005504036588
SEVENTY-TWO	JUAN ANTONIO IBANEZ	03/07/05	Outgoing wire transfer to RJ International Medical Supply	\$9,315.00	Med-Manage, Inc., Bank of America Account No. 005504036588

COUNT	DEFENDANT	DATE	TRANSACTION	AMOUNT	FINANCIAL INSTITUTION
SEVENTY-THREE	JUAN ANTONIO IBANEZ	03/17/05	Incoming wire transfer from Distribuidora Commercial del Caribe Rx	\$32,700.00	Med-Manage, Inc., Bank of America Account No. 005504036588
SEVENTY-FOUR	JUAN ANTONIO IBANEZ	04/01/05	Check No. 1077 payable to S.M.D.	\$11,108.00	Med-Manage, Inc., Bank of America Account No. 005504036588
SEVENTY-FIVE	JUAN ANTONIO IBANEZ	04/01/05	Check No. 1070 payable to O.A.	\$4,000.00	Med-Manage, Inc., Bank of America Account No. 005504036588
SEVENTY-SIX	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	06/06/05	Outgoing wire to Distribuidora Commercial del Caribe Rx	\$7,315.00	PMS Bank of America Account No. 005495791534
SEVENTY-SEVEN	BARRY ROBERT BROOKS	11/18/05	Outgoing wire transfer to Stoltz Pharmacy	\$22,633.14	IHE Sun Trust Bank Account No. 1000016752478
SEVENTY-EIGHT	BARRY ROBERT BROOKS	01/11/06	Outgoing wire transfer to New Care Pharmacy	\$108,650.87	GDN Bank of America Account No. 005502427348
SEVENTY-NINE	BARRY ROBERT BROOKS	01/12/06	Outgoing wire transfer to Creativelogix	\$86,482.66	GDN Bank of America Account No. 005502427348
EIGHTY	JUAN ANTONIO IBANEZ	06/13/06	Outgoing wire transfer to Vinesh Darji Pharmacy	\$5,261.01	Mersol LLC SunTrust Account No. 1000031774358
EIGHTY-ONE	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	07/28/06	Outgoing wire to Distribuidora Commercial del Caribe Rx	\$6,975.00	Recogneyes Marketing LLC., Bank of America Account No. 005561413380

COUNT	DEFENDANT	DATE	TRANSACTION	AMOUNT	FINANCIAL INSTITUTION
EIGHTY-TWO	BARRY ROBERT BROOKS	10/03/06	Outgoing wire transfer to Elite Pharmacy	\$15,625.97	Recogneyes Marketing LLC., Bank of America Account No. 005561413380
EIGHTY-THREE	BARRY ROBERT BROOKS	10/19/06	Outgoing wire transfer to Pharmacy 101	\$8,399.88	Recogneyes Marketing LLC., Bank of America Account No. 005561413380
EIGHTY-FOUR	BARRY ROBERT BROOKS	11/27/06	Outgoing wire transfer to Kundrat Corp.	\$15,000.00	GDN Bank of America Account No. 005502427348
EIGHTY-FIVE	JUAN ANTONIO IBANEZ	01/18/07	Outgoing wire transfer to Prescription Shop 2	\$10,032.45	Farma LLC., SunTrust Account No. 1000031774366
EIGHTY-SIX	BARRY ROBERT BROOKS	05/23/07	Outgoing wire transfer to Coast Compounding Pharmacy	\$10,000.00	GDN Bank of America Account No. 005502427348

All in violation Title 18, United State Code, Sections 1956(a)(1)(A)(i) and 2.

COUNTS EIGHTY-SEVEN - NINETY-TWO

On or about the dates set forth below in each count, in the Middle District of Florida and elsewhere, the defendants, also as set forth below in each count, did knowingly engage and attempt to engage in a monetary transaction, in and affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, which property was in fact derived from a specified unlawful activity, namely, conspiracy to distribute and dispense controlled substances (in violation of Title 21, United States Code, Section 846), as charged in the chart below, each such instance being a separate count of the Indictment:

COUNT	DEFENDANT	DATE	TRANSACTION	AMOUNT	FINANCIAL INSTITUTION
EIGHTY-SEVEN	JUAN ANTONIO IBANEZ and BARRY ROBERT BROOKS	06/21/04	Check No. 1367 (payable to Juan A. Ibanez)	\$53,575.00	IHE SunTrust Bank Account No. 1000016752478
EIGHTY-EIGHT	BARRY ROBERT BROOKS	10/14/05	Outgoing wire transfer to Euro Marketing Investments	\$100,000.00	GDN Bank of America Account No. 005502427348
EIGHTY-NINE	BARRY ROBERT BROOKS	04/27/06	Check #1119 payable to Bishop Construction	\$30,000.00	IHE AmSouth Account No. 0053486471
NINETY	BARRY ROBERT BROOKS	09/05/06	Outgoing wire transfer to Euro Marketing Investments	\$120,000.00	IHE AmSouth Account No. 0053486471
NINETY-ONE	BARRY ROBERT BROOKS	03/09/07	Outgoing wire transfer to Ferrari of Central Florida, Inc.	\$35,000.00	Recogneyes Marketing, LLC. Bank of America Account No. 005561413380
NINETY-TWO	BARRY ROBERT BROOKS	03/09/07	Outgoing wire transfer to Ferrari of Central Florida, Inc.	\$65,000.00	IHE AmSouth Account No. 0053486471

All in violation of Title 18, United States Code, Sections 1957 and 2.

FORFEITURES

1. The allegations contained in Counts One through Ninety-Two of this Indictment are hereby realleged and incorporated herein by reference for the purpose of alleging forfeitures pursuant to Title 21, United States Code, Section 853 and Title 18, United States Code, Section 982(a)(1).

2. From their engagement in any or all of the violations alleged in Counts One through Sixty-One of this Indictment, punishable by imprisonment for more than one year, the defendants,

**BARRY ROBERT BROOKS
and
JUAN ANTONIO IBANEZ,**

shall forfeit to the United States of America, pursuant to Title 21, United States Code, Sections 853(a)(1) and (2), all of their interest in:

- a. Property constituting, or derived from, any proceeds the defendants obtained, directly or indirectly, as a result of such violations; and
 - b. Property used, or intended to be used, in any manner or part, to commit, or to facilitate the commission of, such violations.
3. From their engagement in any or all of the violations alleged in Counts

Sixty-Two through Ninety-Two of this Indictment, the defendants,

**BARRY ROBERT BROOKS
and
JUAN ANTONIO IBANEZ,**

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(1), any and all right, title, and interest they may have in any property, real or personal, involved in such offenses, or any property traceable to such property, as a result of such money laundering violations.

4. The property to be forfeited includes, but is not limited to, the following:
 - a. A sum of money equal to at least \$85,082,027.00, representing the amount of proceeds obtained as a result of the conspiracy charged in Count One, for which the defendants are jointly and severally liable. The value of the net recovery from the sale of any forfeited assets purchased with proceeds shall be credited toward this sum;
 - b. All seized funds contained in the following financial accounts:
 - (1) \$671.27 from Global Data Network, Inc.'s checking account no. 005502427348 at Bank of America;

- (2) \$19,587.64 from Internet Health Enterprises LLC's checking account no. 0053486471 at AmSouth Bank;
 - (3) \$1,523.87 from Precedent Management Systems LLC's checking account no. 005495791534 at Bank of America;
 - (4) \$2,039.58 from Med-Manage Inc.'s checking account no. 005504036588 at Bank of America;
 - (5) \$18,387.91 from Mersol LLC's checking account no. 1000031774358 at SunTrust Bank;
 - (6) \$10,659.37 from Farma LLC's checking account no. 1000031774366 at SunTrust Bank; and
 - (7) \$70.03 from Juan Ibanez or Silvia S. Ibanez's money market account no. 1000031774382 at SunTrust Bank;
- c. All funds contained in SunTrust Investment Services, Inc. brokerage account no. F1F-167363 in the name Silvia S. Ibanez as trustee of the Silvia S. Ibanez Revocable Trust;
- d. \$38,207.00 currently held in Ameriprise Financial brokerage account no. 0000333652899021 in the name Silvia S. Ibanez Revocable Trust, Silvia S. Ibanez, Trustee;
- e. Real property, including all improvements thereon and appurtenances thereto, located at the following addresses:
- (1) 14400 Okonis Court, Orlando, Orange County, Florida;
 - (2) Vacant Lot located at Sugarwood Lane, Clermont, Lake County, Florida;
 - (3) 115 Neptune Road, Kissimmee, Osceola County, Florida;
 - (4) 1681 Sundown Drive, Davenport, Osceola County, Florida;
 - (5) 121 Celebration Avenue, Celebration, Osceola County, Florida;
 - (6) 236 Acadia Terrace, Kissimmee, Osceola County, Florida;
 - (7) Lot #12, Goodman Road, Kissimmee, Osceola County, Florida; and

(8) 107 Jalapa Drive, Kissimmee, Osceola County, Florida;

f. The following vehicles:

(1) 2005 Cadillac DeVille, VIN 1G6KD54Y15U222222;

(2) 2006 GMC Yukon Denali, VIN 1GKEK63U56J139033; and

(3) 2008 Lexus RX350 SUV, VIN 2T2GK31U38C032949; and

g. Proceeds in the amount of \$390,000.00 from the sale of a 2007 Ferrari 599 GTB Fiorano F1 in the name of Barry Brooks and A&B Holdings LLC.

5. If any of the property described above, 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,

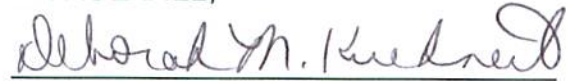
the United States of America shall be entitled to forfeiture of substitute property under the provision of Title 21, United States Code, Section 853(p), directly and as incorporated by Title 18, United States Code, Section 982(b)(1).

6. The substitute assets to be forfeited include, but are not limited to, the funds in the following accounts:

- a. Contents of Bank of America business economy checking account no. 005481029236, held in the names Juan Ibanez MD PLC and Juan Ibanez and Silvia Ibanez;

- b. Contents of Bank of America investment account no. 005498769107, held in the name Tri County Clinic, Inc. Defined Benefit Pension Plan, Silvia & Juan Ibanez, Trustees;
- c. Contents of Scottrade brokerage account no. 78203173, held in the name Tri-County Clinic, Inc., Defined Benefit Pension Plan, Silvia S. Ibanez & Juan Antonio Ibanez, Trustees;
- d. Contents of Ameriprise Financial brokerage account no. 0000333652899021, held in the name Silvia S. Ibanez Revocable Trust, Silvia S. Ibanez, Trustee;
- e. Contents of Ameriprise Financial brokerage account no. 00804778567, held in the name of Silvia S. Ibanez Revocable Trust;
- f. Contents of Bank of America checking account no. 003067069955, held in the name of Silvia S. Ibanez and Juan A. Ibanez; and
- g. Contents of SunTrust Bank Signature Advantage account no. 1000024396631 held in the name of Silvia S. Ibanez as Trustee of the Silvia S. Ibanez Revocable Trust.


A TRUE BILL,



Foreperson

ROBERT E. O'NEILL
United States Attorney


By:


KATHY J.M. PELUSO
Assistant United States Attorney

By:


TERRY A. ZITEK
Assistant United States Attorney

By:


JOSEPH K. RUDDY
Assistant United States Attorney
Senior Deputy Chief, Narcotics Section