

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
Plaintiff,

v.

ERIC A. AQUINO-GARCIA,
Defendant.

CRIMINAL NO. 24-305 (Guilty)



PLEA AGREEMENT

TO THE HONORABLE COURT:

The United States of America, Defendant, Eric A. Aquino-Garcia, and Defendant's counsel, Wilfredo Diaz-Narvaez, Esq., pursuant to Federal Rule of Criminal Procedure 11, state that they have reached a Plea Agreement, the terms and conditions of which are as follows:

1. **Charges to which Defendant will Plead Guilty**

Defendant agrees to plead guilty to Counts One through Four of the Information:

Count One: On August 22, 2023, in the District of Puerto Rico and within the jurisdiction of this Court, ERIC A. AQUINO-GARCIA, with the intent to defraud and mislead, did cause acts to be done to drugs, while the drugs were held for sale, after the drug was shipped in interstate commerce, which resulted in the drug being misbranded within the meaning of 21 U.S.C. § 353(b)(1), 21 U.S.C. § 353(b)(4), and 21 U.S.C. § 352(f), All in violation of 21 U.S.C. §§ 331(k) and 333(a)(2), and 18 U.S.C.

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Count Two: On October 27, 2023, in the District of Puerto Rico and within the jurisdiction of this Court, **ERIC A. AQUINO-GARCIA**, with the intent to defraud and mislead, did cause acts to be done to drugs, while the drugs were held for sale, after the drug was shipped in interstate commerce, which resulted in the drug being misbranded within the meaning of 21 U.S.C. § 353(b)(1), 21 U.S.C. § 353(b)(4), and 21 U.S.C. § 352(f), All in violation of 21 U.S.C. §§ 331(k) and 333(a)(2), and 18 U.S.C. § 2.

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Count Three: On November 14, 2023, in the District of Puerto Rico and within the jurisdiction of this Court, **ERIC A. AQUINO-GARCIA**, with the intent to defraud and mislead, did cause acts to be done to drugs, while the drugs were held for sale, after the drug was shipped in interstate commerce, which resulted in the drug being misbranded within the meaning of 21 U.S.C. § 353(b)(1), 21 U.S.C. § 353(b)(4), and 21 U.S.C. § 352(f), All in violation of 21 U.S.C. §§ 331(k) and 333(a)(2), and 18 U.S.C. § 2.

Count Four: Between at least August 22, 2023 and November 14, 2023, in the District of Puerto Rico and within the jurisdiction of this Court, **ERIC A. AQUINO-GARCIA** knowingly engaged, and caused others to engage, in the wholesale distribution of prescription drugs in Puerto Rico without being properly licensed by Puerto Rico and the Secretary of the Department of Health and Human Services, All in violation of 21 U.S.C. §§ 331(t), 353(e)(1)(A), and 333(b)(1)(D).

2. Maximum Penalties

Count One, Two and Three: The maximum statutory penalty for the offense charged in Counts One, Two and Three of the Information, is a term of imprisonment of not more than three (3) years pursuant to 21 U.S.C. § 333(a)(2); a fine not to exceed two hundred and fifty thousand dollars (\$250,000.00) pursuant to 18 U.S.C. § 3571(b)(3); and a supervised release term of not more than one (1) year, pursuant to 18 U.S.C. § 3583(b)(3).

Count Four: The maximum statutory penalty for the offense charged in Count Four of the Information, is a term of imprisonment of not more than ^{three (3)} ~~ten (10)~~ years pursuant to 21 U.S.C. § 333(b)(1)(D); a fine not to exceed two hundred and fifty thousand dollars (\$250,000.00) pursuant to 18 U.S.C. § 3571(b)(3); and a supervised release term of not more than three (3) years, pursuant to 18 U.S.C. § 3583(b)(2).

3. Sentencing Guidelines Applicability

Defendant understands that the sentence will be imposed by the Court in accordance with 18 U.S.C. §§ 3551-86, and the United States Sentencing Guidelines (hereinafter "Guidelines"), which are advisory pursuant to the United States Supreme Court decision in *United States v. Booker*, 543 U.S. 220 (2005). Further, Defendant acknowledges that parole has been abolished, and that the imposition of Defendant's sentence may not be suspended.

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4. Special Monetary Assessment

Defendant agrees to pay a special monetary assessment (“SMA”) of one hundred dollars (\$100.00) per count of conviction. The SMA will be deposited in the Crime Victim Fund, pursuant to 18 U.S.C. § 3013 (a)(2)(A).

5. Fines and Restitution

The Court may, pursuant to Section 5E1.2 of the Guidelines order Defendant to pay a fine. The Court may also impose restitution. Defendant agrees to execute and make available, prior to sentencing, a standardized financial statement (OBD Form 500). The United States will advocate on behalf of any identified victim, and comply with its obligations under the Mandatory Victim Restitution Act of 1996.

The defendant agrees not to sell, transfer, loan, assign, dispose, remove, conceal, waste, encumber, destroy, or otherwise devalue any property or asset worth more than \$5,000 before sentencing and before satisfaction of any fine or restitution imposed, without the prior written approval of the United States. The defendant agrees to notify the United States in writing of any interest in any property or asset which is valued at more than \$5,000 that the defendant may obtain, directly or indirectly, after execution of the Plea Agreement until the fine or restitution is paid in full. The defendant understands and agrees that defendant’s failure to comply with this provision of the Plea Agreement shall be considered a material breach of the Plea Agreement.

6. Sentence to be Determined by the Court

Defendant understands that the sentence to be imposed will be determined solely by the United States District Judge. The United States cannot make and has not made any promise or representation as to what sentence Defendant will receive. Any discussions that the parties might have had about possible sentences are not binding in any way on the Court, and do not constitute representations about what the parties will seek, or what the actual sentence will be.

7. Recommended Sentencing Guidelines Calculations

After due consideration of the relevant factors enumerated in 18 U.S.C. § 3553(a), the United States and Defendant submit that the advisory Guidelines calculations listed below apply to Defendant. However, Defendant acknowledges that the Court is not required to accept those recommended Guidelines calculations.

SENTENCING GUIDELINES CALCULATIONS COUNT ONE 21 U.S.C. § 331	
Base Offense Level pursuant to U.S.S.G. § 2N2.1(c)(1) cross reference to § 2B1.1	6
Special Offense Characteristic pursuant to U.S.S.G. § 2B1.1(b)(1)(J)-intended loss of more than \$3,500,000	+18
Adjustment for Certain Zero-Point Offender pursuant to U.S.S.G. §4C1.1	-2
Acceptance of Responsibility pursuant to U.S.S.G. §3E1.1	-3
Downward Variance for Early Acceptance of Responsibility, thereby conserving valuable judicial and prosecutorial resources	-2

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**SENTENCING GUIDELINES CALCULATIONS
COUNT ONE
21 U.S.C. § 331**

ED OFFENSE LEVEL					17
Cat. I	CH Cat. II	CH Cat. III	CH Cat. IV	CH Cat. V	CH Cat. VI
24-30	27-33	30-37	37-46	46-57	51-63

8. Sentence Recommendation

As to Counts One through Four, and after due consideration of the relevant factors enumerated in 18 U.S.C. § 3553(a), the parties jointly agree that a sentence within the applicable guideline range for a Total Adjusted Offense Level of 17 is the appropriate disposition of this case.

Also, the parties agree that defendant shall be ordered to pay a money judgment in the amount of \$750,000.00.

The parties agree that any recommendation by either party for a term of below or above the stipulated sentence recommendation will constitute a material breach of the Plea Agreement.

9. No Stipulation as to Criminal History Category

The parties do not stipulate as to any Criminal History Category for Defendant.

10. Waiver of Appeal

Defendant knowingly and voluntarily agrees that, if the sentence imposed by the Court is within or below the Guidelines range for the total offense level calculated in this Plea Agreement when combined with Defendant's criminal history category as determined by the Court, Defendant waives the right to appeal any aspect of this case's judgment and sentence, including, but not limited to the term of imprisonment or probation, restitution, fines, forfeiture, and the term and conditions of supervised release.

11. No Further Adjustments or Departures

The United States and Defendant agree that no further adjustments or departures to Defendant's total adjusted base offense level and no variant sentence under 18 U.S.C. § 3553—other than any explicitly provided for in this Plea Agreement—shall be sought by Defendant. The parties agree that any request by Defendant for an adjustment or departure that is not explicitly provided for in this Plea Agreement will be considered a material breach of this Plea Agreement, and the United States will be free to ask for any sentence, either guideline or statutory.

12. Satisfaction with Counsel

Defendant is satisfied with counsel, Wilfredo Diaz-Narvaez, Esq., and asserts that counsels have rendered effective legal assistance.

13. Rights Surrendered by Defendant Through Guilty Plea

Defendant understands that by entering into this Plea Agreement, Defendant surrenders and waives certain rights as detailed in this agreement. Defendant understands that the rights of criminal defendants include the following:

- a. If Defendant had persisted in a plea of not guilty to the charges, Defendant would have had the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if Defendant, the United States and the judge agree.
- b. If a jury trial is conducted, the jury would be composed of twelve lay persons selected at random. Defendant and Defendant's attorney would assist in selecting the jurors by removing prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges. The jury would have to agree, unanimously, before it could return a verdict of either guilty or not guilty. The jury would be instructed that Defendant is presumed innocent, that it could not convict Defendant unless, after hearing all the evidence, it was persuaded of Defendant's guilt beyond a reasonable doubt, and that it was to consider each charge separately.
- c. If a trial is held by the judge without a jury, the judge would find the facts and, after hearing all the evidence and considering each count separately, determine whether or not the evidence established Defendant's guilt beyond a reasonable doubt.
- d. At a trial, the United States would be required to present its witnesses and other evidence against Defendant. Defendant would be able to confront those witnesses and Defendant's attorney would be able to cross-examine them. In turn, Defendant could present witnesses and other evidence on Defendant's own behalf. If the witnesses for Defendant would not appear voluntarily, Defendant could require their attendance through the subpoena power of the Court.
- e. At a trial, Defendant could rely on the privilege against self-incrimination to decline to testify, and no inference of guilt could be drawn from Defendant's refusal to testify. If Defendant desired to do so, Defendant could testify on Defendant's own behalf.

14. Stipulation of Facts

The accompanying Stipulation of Facts signed by Defendant is hereby incorporated into this Plea Agreement. Defendant adopts the Stipulation of Facts and agrees that the facts therein are accurate in every respect. Defendant agrees and accepts that had the matter proceeded to trial, the United States would have proven those facts beyond a reasonable doubt.

15. Limitations of Plea Agreement

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This Plea Agreement binds only the United States Attorney's Office for the District of Puerto Rico and Defendant. It does not bind any other federal district, state, or local authorities.

16. Entirety of Plea Agreement

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This written agreement constitutes the complete Plea Agreement between the United States, Defendant, and Defendant's counsel. The United States has made no promises or representations except as set forth in writing in this Plea Agreement and denies the existence of any other terms and conditions not stated herein.

17. Amendments to Plea Agreement

No other promises, terms or conditions will be entered into between the parties unless they are in writing and signed by all parties.

18. Dismissal of Remaining Counts

At sentencing should there be any pending counts, and should the Defendant comply with the terms of this Plea Agreement, the United States will move to dismiss the remaining counts of the Indictment pending against Defendant in this case.

19. Voluntariness of Plea Agreement

Defendant acknowledges that no threats have been made against Defendant and that Defendant is pleading guilty freely and voluntarily because Defendant is guilty.

20. Breach and Waiver

Defendant agrees that defendant will have breached this Plea Agreement if, after entering into this Plea Agreement, Defendant: (a) fails to perform or to fulfill completely each and every one of Defendant's obligations under this Plea Agreement; (b) engages in any criminal activity prior to sentencing; or (c) attempts to withdraw Defendant's guilty plea. In the event of such a breach, the United States will be free from its obligation under this Plea Agreement and Defendant will not have the right to withdraw the guilty plea. Moreover, Defendant agrees that if Defendant is in breach of the Plea Agreement, Defendant is deemed to have waived any objection to the reinstatement of any charges under the Indictment, Information, or complaint which may have previously been dismissed or which may have not been previously prosecuted.

21. Potential Impact on Immigration Status

Pursuant to Federal Rule of Criminal Procedure 11(b)(1)(O), Defendant hereby agrees and recognizes that if convicted, a Defendant who is not a United States citizen

may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

22. Felony Conviction

Defendant hereby agrees and recognizes that the plea of guilty in this case will be recognized as a felony conviction, which will result in the loss of certain rights, including but not limited to the right to vote in a federal election, to serve as a juror, to hold public office, and to lawfully possess a firearm.

W. Stephen Muldrow
United States Attorney



Seth A. Erbe
Assistant U.S. Attorney
Chief, Financial Fraud &
Public Corruption Section
Dated: 9/18/24

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Wilfredo Diaz-Narvaez, Esq.
Counsel for Defendant

Dated: 9/18/24



Wallace A. Bustelo
Special Assistant U.S. Attorney
Dated: 9-18-2024



Eric A. Aquino-Garcia
Defendant

Dated: 9/18/24

UNDERSTANDING OF RIGHTS

I have consulted with counsel and fully understand all of my rights as to the charges pending against me. Further, I have consulted with my attorney and fully understand my rights as to the provisions of the Guidelines that may apply in my case. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. My counsel has translated the Plea Agreement to me in the Spanish language and I have no doubts as to the contents of the agreement. I fully understand this agreement and voluntarily agree to it.

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Date: 9/18/24

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Eric A. Aquino-Garcia
Defendant

I am the attorney for Defendant. I have fully explained Defendant's rights to Defendant with respect to the pending charges. Further, I have reviewed the applicable provisions of the Guidelines and I have fully explained to Defendant the provisions of those Guidelines that may apply in this case. I have carefully reviewed every part of this Plea Agreement with Defendant. I have translated the Plea Agreement and explained it in the Spanish language to the Defendant who has expressed having no doubts as to the contents of the agreement. To my knowledge, Defendant is entering into this Plea Agreement voluntarily, intelligently, and with full knowledge of all consequences of Defendant's plea of guilty.

Date: 9/18/24

Wilfredo Diaz-Narvaez, Esq.
Counsel for Defendant

STIPULATION OF FACTS

In conjunction with the submission of the accompanying Plea Agreement in this case, the Defendant, Eric A. Aquino-Garcia, admits that Defendant is guilty as charged in the Information and admits the following:

From on or about 2018 until on or about November 14, 2023, defendant ERIC A. AQUINO-GARCIA has been an unlicensed wholesale distributor of prescription drugs to multiple buyers, suppliers and pharmacies who have been willingly engaged in the purchase of misbranded and diverted prescription drugs for subsequent sale to patients/beneficiaries of said pharmacies that included causing that material false and fraudulent claims were submitted to Commercial, Medicare and Medicaid healthcare benefit plans.

From on or about 2018 until on or about November 14, 2023, ERIC A. AQUINO-GARCIA was a member of a network of individuals and pharmacy owners who knowingly and willfully conspire, combine, confederate, and agree amongst themselves and others, known and unknown, to be involved in the unlicensed wholesale distribution and selling of misbranded and diverted prescription drugs.

At all times relevant to this Information, Defendant ERIC A. AQUINO-GARCIA did not have a wholesale distributor license for prescription drugs.

During the period of April 2018 to May 4, 2024, defendant Eric Aquino-Garcia and others unlawfully enrich themselves in the amount of **\$13,954,271.30** by selling and distributing misbranded and diverted drugs.

Defendant Eric Aquino-Garcia and others resold, delivered, and shipped the misbranded and diverted drugs to pharmacies located throughout the District of Puerto Rico, which billed health care benefit programs, including Medicare and Medicaid, for the drugs and dispensed the drugs to unsuspected consumers.

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Defendant Eric Aquino-Garcia and others unlawfully enrich themselves by submitting or causing to be submitted false and fraudulent claims by the pharmacies (*Farmacia Monte Verde, Farmacia Santa Olaya, Farmacia Unity, Super Farmacia San Antonio, Farmacia Brisas del Mar and others*) to Medicare and Medicaid through submissions to MCS, MMM and SSS for misbranded medications for Medicare and Medicaid beneficiaries, in the amount of approximately **\$7,657,158.44** for misbranded and diverted medications, causing Medicare to disburse approximately **\$4,757,399.52** and Medicaid to disburse approximately **\$2,389,413.20** for such claims.

On August 22, 2023 an undercover transaction took place in San Juan, Puerto Rico where defendant ERIC A. AQUINO-GARCIA with the intent to defraud and mislead, did cause acts to be done to drugs, while the drugs were held for sale, after the drug was shipped in interstate commerce, which resulted in the drug being misbranded within the meaning of 21 U.S.C. § 353(b)(1), 21 U.S.C. § 353(b)(4), and 21 U.S.C. § 352(f), as detailed in the table below:

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PRESCRIPTION DRUG	CONCENTRATION	QUANTITY
Janumet	50 / 1000 mg	300 tablets
Synthroid	75 mcg	300 tablets
Synthroid	88 mcg	309 tablets
Synthroid	50 mcg	300 tablets
Synthroid	25 mcg	309 tablets
Synthroid	100 mcg	300 tablets
Lantus (insulin glargine injection)	100 units/mL (U-100)	10 vials
Humalog (insulin lispro injection)	100 units/mL (U-100)	10 vials

All in violation of 21 U.S.C. §§ 331(k) and 333(a)(2), and 18 U.S.C. § 2.

On October 27, 2023 an undercover transaction took place in San Juan, Puerto Rico where defendant ERIC A. AQUINO-GARCIA with the intent to defraud and mislead, did cause acts to be done to drugs, while the drugs were held for sale, after the drug was shipped in interstate commerce, which resulted in the drug being misbranded within the meaning of 21 U.S.C. § 353(b)(1), 21 U.S.C. § 353(b)(4), and 21 U.S.C. § 352(f), as detailed in the table below:

PRESCRIPTION DRUG	CONCENTRATION	QUANTITY
Jentadueto	2.5 mg / 1000mg	200 talets
Janumet	50mg /1000mg	200 tablets
Glyxambi	10mg / 5 mg	100 tablets
Synthroid	88 mcg	319 tablets
Synthroid	50 mcg	318 tablets
Synthroid	125 mcg	318 tablets
Farxiga	10 mg	200 tablets
Synthroid	100 mcg	324 tablets
Synthroid	25 mcg	322 tablets
Brilinta	90 mg	100 tablets
Januvia	100 mg	100 tablets
Tradjenta	5 mg	100 tablets

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All in violation of 21 U.S.C. §§ 331(k) and 333(a)(2), and 18 U.S.C. § 2.

On November 14, 2023 a search warrant was executed at defendant's ERIC A. AQUINO-GARCIA residence and the equivalent to approximately \$3,448,060.00 in medications were seized. Said medications were kept by ERIC A. AQUINO-GARCIA with the intent to defraud and mislead, did cause acts to be done to drugs, while the drugs were

held for sale, after the drug was shipped in interstate commerce, which resulted in the drug being misbranded within the meaning of 21 U.S.C. § 353(b)(1), 21 U.S.C. § 353(b)(4), and § 353(f), as detailed in the table below:

PRESCRIPTION DRUG	CONCENTRATION	QUANTITY
Albuterol Sulfate	90mcg	3 boxes
Atrovent HFA	17mcg	1 box
Biktarvy	50mg/200mg/25mg	26 bottles
BREO Ellipta	100mcg/25mcg	1 box
Brilinta	60mg & 90mg	12 bags
Brilinta	80mg	2 bottles
Brilinta	70mg	8 blister packs
Bydureon Bcise	2mg	7 boxes
Chloramphenicol	500mg/mL	1 bottle
Collagenase Santyl	30g	19 boxes
Daliresp	500mcg	4 bottles
Delstrigo	100mg/300mg/300mg	1 bottle
Descovy	200mg/25mg	13 bottles
Dovato	50mg/300mg	3 bottles
Edurant	25mg	1 bottle
Eliquis	2.5mg & 5mg	83 bags
Eliquis	5mg	2 bottles
Enbrel Etanercept	50mg	1 box
Farxiga	5mg & 10mg	7 bags
Farxiga	10mg	1 bottle
Flovent	44mcg, 110mcg, 220mcg	54 boxes
Flovent Diskus	100mcg, 250mcg	4 boxes
Fluticasone Propionate	50mcg	8 boxes
Genvoya	150mg/150mg/200mg/10mg	16 bottles
Glyxambi	10mg/5mg & 25mg/5mg	12 bags
Humalog (insulin injection)	100 units/mL (U-100)	138 vials
Humalog KwikPen (insulin injection)	100 units/mL (U-100)	98 pens
Humalog Mix 50/50 (insulin injection)	100 units/mL (U-100)	39 vials
Humalog Mix 75/25 (insulin injection)	100 units/mL (U-100)	23 vials
Humulin 70/30 (insulin injection)	100 units/mL (U-100)	106 vials
Humulin 70/30 KwikPen (insulin injection)	100 units/mL (U-100)	3 pens
Humulin N (insulin injection)	100 units/mL (U-100)	7 vials

Humulin R (insulin injection)	100 units/mL (U-100)	60 vials
Insuline Glargine by Mylan (insulin injection)	100 units/mL (U-100)	1 vial
Invokamet	50mg/500mg	1 bottle
Invokamet	150mg/500mg	5 bags
Invokamet	150mg/500mg	6 bags
Invokamet	150mg/1000mg	8 bags
Invokamet XR	50mg/500mg	2 bottles
Invokamet XR	50mg/1000mg	3 bags
Invokana	100mg & 300mg	10 bags
Isentress	400mg	2 bottles
Isentress	400mg	2 boxes
Isentress HD	600mg	6 bottles
Janumet	50mg/1000mg	6 bags
Janumet XR	50mg/1000mg	2 bags
Janumet XR	100mg/1000mg	1 bottle
Januvia	25mg & 100mg	4 bags
Januvia	100mg	1 bottle
Jardiance	25mg	1 bags
Jentadueto	2.5mg/1000mg	8 bottles
Jentadueto	2.5mg/500mg, 2.5mg/850mg, & 2.5mg/1000mg	18 bags
Jentadueto XR	2.5mg/1000mg	6 bottles
Juluca	50mg/25mg	1 bottle
Kingdom Honey - Royal Honey VIP	20g	3 boxes
Kombiglyze XR	5mg/500mg	1 bag
Lantus (insulin injection)	100 units/mL (U-100)	82 vials
Lantus SoloStar Pens (insulin injection)	100 units/mL (U-100)	16 boxes
Latuda	40mg, 60mg & 80mg	4 bottles
Latuda	80mg	1 bag
Levalbuterol Tartrate HFA	45mcg	2 boxes
Linzess	145mcg	3 bottles
Naltrexone	50mg	2 bags
NovoLog (insulin injection)	100 units/mL (U-100)	4 vials
NovoLog FlexPen (insulin injection)	100 units/mL (U-100)	1 box
Odefsey	200mg/25mg/25mg	2 bottles
Onglyza	2.5mg	1 bottle
Onglyza	5mg	1 bag
Pifeltro	100mg	2 bottles

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Premarin	0.3mg, 0.625mg & 1.25mg	11 bags
Prezista	600mg & 800mg	16 bottles
Restasis	0.4mL	3 boxes
Rinvoq	30mg	1 box
Rocklatan	2.5mL	1 box
Rosuvastatin	10mg	1 bottle
Rukobia	600mg	2 bottles
Rybelsus	7mg	3 boxes
Segluromet	2.5mg/1000mg & 7.5mg/1000mg	2 bags
Segluromet	7.5mg/1000mg	3 bottles
Selegiline	5mg	1 bottle
Spiriva	18mcg	1 box
Steglatro	5mg	1 bottle
Stribild	150mg/150mg/200mg/300mg	4 bottles
Symbicort	160mcg/4.5mcg	6 boxes
Symtuza	800mg/150mg/200mg/10mg	26 bottles
Synjardy	12.5mg/1000mg	3 boxes
Synthroid	25mcg, 50mcg, 75mcg, 88mcg, 100mcg, 112mcg, 125mcg, 137mcg, 150mcg, 175mcg, & 200mcg	174 bags
Synthroid	112mcg	1 box
Tivicay	50mg	40 bottles
Toujeo Max SoloStar (insulin injection)	300 units/mL (U-300)	2 boxes
Tradjenta	5mg	3 bottles
Tradjenta	5mg	3 bags
Tresiba FlexTouch Pens (insulin injection)	100 units/mL (U-100)	9 boxes
Trijardy XR	10mg/5mg/1000mg	1 bottle
Triumeq	600mg/50mg/300mg	24 bottles
Trulicity	3mg/0.5mL	3 boxes
Wixela	500mcg/50mcg	7 boxes
Xarelto	2.5mg, 10mg & 15mg	16 bags
Xarelto	10mg & 15mg	16 bottles
Xarelto	15mg & 20mg	1 box
Xigduo XR	5mg/1000mg & 10mg/1000mg	16 bags
Other unidentified medications		58 bags
Other unidentified medications		12 bottles
Other unidentified medications		4 boxes

All in violation of 21 U.S.C. §§ 331(k) and 333(a)(2), and 18 U.S.C. § 2.

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Furthermore, as a result of the previously mentioned conduct ERIC A. AQUINO-GARCIA knowingly engaged, and caused others to engage, in the wholesale distribution of prescription drugs in Puerto Rico, and elsewhere, without being properly licensed by Puerto Rico and the Secretary of the Department of Health and Human Services, all in violation of 21 U.S.C. § 331(t), 353(e)(1)(A), and 333(b)(1D).

Defendant ERIC A. AQUINO-GARCIA agreed to pay a money judgment in the amount of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00).

From on or about January 2018 to November 2023, defendant Eric Aquino-Garcia provided as a "business practice" a receipt to all the individuals whom he sold the misbranded and diverted prescription drugs. Each receipt contained an order number, the balance for each transaction and the carrying balance from any previous transaction owed by that buyer.

Had this matter proceeded to trial, the United States would have presented evidence through the testimony of witnesses as well as physical evidence and documentary evidence, which would have proven beyond a reasonable doubt Defendant's guilt.

At trial, the United States would have proven beyond a reasonable doubt that defendant ERIC A. AQUINO-GARCIA is guilty as charged in Counts One through Four of the Information.



Wallace A. Bustelo
Special Assistant U.S. Attorney
Dated: 9-18-2024



Wilfredo Diaz-Narvaez, Esq.
Counsel for Defendant

Dated: 9/18/24



Eric A. Aquino-Garcia
Defendant

Dated: 9/18/24

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