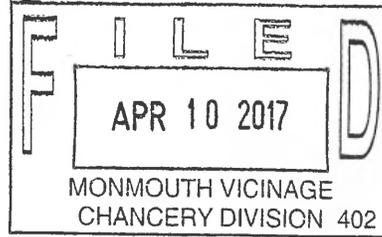


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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: MONMOUTH COUNTY  
DOCKET NO.:

CHRISTOPHER S. PORRINO, ATTORNEY  
GENERAL OF NEW JERSEY; STEVE C. LEE,  
DIRECTOR OF THE DIVISION OF  
CONSUMER AFFAIRS; and THE NEW  
JERSEY STATE BOARD OF MEDICAL  
EXAMINERS,

Plaintiffs,

v.

RAYMOND SALANI, JR.

Defendant.

Contempt Action

VERIFIED COMPLAINT

C-56-17

5/23/17  
2 PM

Christopher S. Porrino, Attorney General of the State of New Jersey, by Bindi Merchant, Deputy Attorney General, with offices located at 124 Halsey Street, P.O. Box 45029, Newark, New Jersey 07101, by way of Verified Complaint says:

**GENERAL ALLEGATIONS**

1. Complainant, Christopher S. Porrino, Attorney General of New Jersey, is charged with enforcing the laws of the State of New Jersey pursuant to N.J.S.A. 52:17A-4(h).

2. The Attorney General is empowered to initiate a summary proceeding to punish for contempt of court pursuant to R. 1:10-2. A person is guilty of contempt, a crime of the fourth degree, if he purposely or knowingly disobeys a judicial order. See N.J.S.A. 2C:29-9(a). Contempt, in these circumstances, is a disorderly persons offense. See N.J.S.A. 2C:29-9(b). The New Jersey Criminal Code provides for a six (6) month jail term and a one thousand dollar (\$1,000) fine for the disorderly persons offense of contempt. See N.J.S.A. 2C:43-3 and 2C:43-8.

3. Pursuant to the provisions of N.J.S.A. 45:1-23 and R. 4:67 et seq., the Attorney General seeks to proceed in a summary manner.

4. Raymond Salani, Jr. (hereinafter "Defendant"), who resides at 8 Beaver Hill Road, Morganville, New Jersey, 07751, at no time relevant hereto, possessed a license to practice medicine and surgery in the State of New Jersey.

5. Defendant represents himself as the sole owner of Lifestyles Medical LLC, located at 107 Monmouth Road, Suite 104, West Long Branch, New Jersey, 07764. He employs a desk manager, Mary Robinson, and a registered nurse, Cheryl Jenson. Dr. Vinson DiSanto is reported to be the medical director of Lifestyles Medical LLC, and Lauren Salani, wife of Defendant, is the head of the Psychophysiology and Biofeedback Department. Randy Salani, son of Defendant, handles the billing for medical services rendered.

6. On February 27, 1989, the Attorney General of New Jersey, the Director of the New Jersey Division of Consumer Affairs, and the New Jersey State Board of Medical Examiners (hereinafter "Plaintiffs") filed a Verified Complaint against Defendant and an Order to Show Cause with Temporary Restraints alleging violations of N.J.S.A. 45:9-6, N.J.S.A. 56:8-2, and N.J.S.A. 56:8-1 et seq. (the Consumer Fraud Act) arising from Defendant's practice of medicine without a license and the use or employment of unconscionable commercial practices,

deception, fraud, false pretense, false promise or misrepresentation. (Certification of Bindi Merchant, DAG (“Merchant Cert.”), Exhibit A.)

7. On March 27, 1989, an Order of Interlocutory Restraints was filed enjoining Defendant from engaging in the practice of medicine among other things. (Merchant Cert., Exhibit B.)

8. On March 16, 1990, the parties entered into a Settlement Order whereby stating Defendant was enjoined from: (1) advertising or representing to the public that he can treat or address any specific medical conditions or symptoms by nutritional means, (2) diagnosing a client’s medical condition, (3) representing that the Nutri-Care program and supplements can ameliorate, or make a person free of, his or her medical complaints and symptoms, and (4) advertising to clients or future clients that Nutri-Care provides medical services, preventative medicine, or a medically-supervised program, and using similar words to imply that medicine is being practiced. (Merchant Cert., Exhibit C.)

9. On July 8, 1994, Defendant was held in contempt of court for the violation of the 1990 settlement order, found guilty of engaging in the unlicensed practice of medicine and was assessed a civil penalty of \$1,000. (Merchant Cert., Exhibit D.)

10. On August 28, 1995, Defendant was convicted of theft by deception by purposely obtaining property of another by deception, to wit: monies, of a value of over \$75,000 which were the property of Blue Cross Blue Shield and/or Cigna Health Care and/or Guardian Life Insurance and/or Prudential Insurance Company and/or The Travelers Insurance Co. Respondent was sentenced to two years’ probation and fined \$5,000. (Merchant Cert., Exhibit E.)

## COUNT I

11. The General Allegations are repeated and re-alleged as if set forth at length herein.

12. Cheryl Ann Jensen is a registered nurse who has worked part time at Lifestyles Medical LLC. since 2003, specifically on Tuesday and Thursday. She began working at Lifestyles Medical LLC. after answering an advertisement in the newspaper. (Merchant Cert., Exhibit H1, Page 2:16-38.)

13. Ms. Jensen states Defendant is the sole owner of Lifestyles Medical, LLC. His wife Lauren and son Randy are also involved in the business. (Merchant Cert., Exhibit H1, Page 3:1-8.) Randy is responsible for billing for medical services during the daily operation of the office. Ms. Jensen stated that Defendant does not review the CPT codes submitted by his son, Randy. (Merchant Cert., Exhibit H1, Page 5:28-29.)

14. Ms. Jensen is not aware of Defendant possessing any medical license or medical training. No certification from an accredited college or university is hanging in any location or office. Only Dr. Vinson DiSanto's license is on display. (Merchant Cert., Exhibit H1, Page 3:18.)

15. Ms. Jensen reported that if the patients address Defendant as Doctor Salani, he often does not correct them. (Merchant Cert., Exhibit H1, Page 3:28.)

16. Ms. Jensen indicated that the statement on the Lifestyle Medical's website that Dr. DiSanto "leads a clinical staff" is not accurate. (Merchant Cert., Exhibit H1, Page 3:38.)

17. According to Ms. Jensen, Dr. DiSanto has not been present in the office since August of 2016. That was the last time she personally observed him in the office. (Merchant Cert., Exhibit H1, Page 4:1.)

18. When Dr. DiSanto is absent, Defendant interacts with new and existing patients. (Merchant Cert., Exhibit H1, Page 4:11). When asked about Dr. DiSanto's role in the day to day operations of Lifestyles Medical LLC, Ms. Jensen stated he is not involved. (Jensen 6:1). Defendant reviews the charts and calls Dr. DiSanto with suggestions, to which Dr. DiSanto always agrees with no objections. (Merchant Cert., Exhibit H1, Page 6:1-2.)

19. Ms. Jensen discussed her knowledge of patient F.S., who complained about being billed for medical services he did not receive. She was aware an attorney had been retained by Mr. S., and was asked to copy his medical records. Lauren (Defendant's wife) told Ms. Jensen not to copy the file. (Merchant Cert., Exhibit H1, Page 6:19-32.)

20. Ms. Jensen observed Dr. DiSanto signing a second chart for Mr. S. which was a fictitious chart. They had exhausted all of F.S's PIP and had to justify the billing. One chart is in Defendant's office inside a box, and the other chart is in the filing cabinet. (Merchant Cert., Exhibit H1, Page 7:42 – 8:1.)

21. Ms. Jensen told Enforcement Bureau Investigator Hildred Woodley that patient S.L. met with Defendant, and that he wrote an order for an estrogen blocker on that day. Also, Defendant ordered Ms. Jensen to administer a testosterone injection to Mr. L., but she refused because she reviewed his test results and noticed Mr. L.'s testosterone levels were too high. (Merchant Cert., Exhibit H1, Page 7:6-15.)

22. Ms. Jensen stated patient L.B. came to the office and Ms. Jensen reviewed her chart and observed the patient was in for ozone therapy. She had a question about the medical notation on the patient's chart and so contacted Dr. DiSanto. He was not familiar with the patient, her condition, or the note that Ms. Jensen referenced. (Merchant Cert., Exhibit H1, Page 7:28-38.)

23. Ms. Jensen told Investigator Cefalu that patient W.M. had approximately two office visits to Lifestyles Management LLC. (Merchant Cert., Exhibit H2, Page 2:36-42.) She explained that the patient was never examined by Dr. DiSanto. (Merchant Cert., Exhibit H2, Page 3:1-5.)

24. During patient W.M.'s second visit to the office on February 7, 2017, Defendant suggested chelation therapy. (Merchant Cert., Exhibit H2, Page 3:21-24.) Defendant then contacted Dr. DiSanto on his personal cellphone for a telephone order with Ms. Jensen present, in which she reported that Dr. DiSanto did not have knowledge regarding any details about patient W.M. (Merchant Cert., Exhibit H2, Page 3:25-27.)

25. Ms. Jensen explained that she believed patient W.M. experienced a seizure since he was physically shaking with his arms against his chest, known as decerebrate posturing, unable to speak, and focus, all lasting for about five to ten seconds. (Merchant Cert., Exhibit H2, Page 3:31-33.) Ms. Jensen reported that she rendered assistance to Mr. M. and requested a 911 call be made. (Merchant Cert., Exhibit H2, Page 3:35-41.)

26. Ms. Jensen reported that Defendant's first reaction was whether 911 was still necessary since the patient had opened his eyes. (Merchant Cert., Exhibit H2, Page 4:2-3.) Ms. Jensen replied "absolutely," and explained that Defendant appeared nervous and attempted to explain that the patient had not eaten prior to his treatment. (Merchant Cert., Exhibit H2, Page 4:3-12.) Dr. DiSanto was telephoned by Defendant on his personal telephone due to Ms. Jensen's persistence on contacting him. (Merchant Cert., Exhibit H2, Page 4:17.)

27. When Defendant informed Dr. DiSanto that the patient was on a special diet, Ketogenic diet, this led him to believe that the patient may be hypoglycemic. (Merchant Cert., Exhibit H2, Page 4:21-22.) However, Ms. Jensen reported that both Defendant and Dr. DiSanto

were attempting to minimize the situation, attempting to persuade her that a hospital evaluation was not essential. (Merchant Cert., Exhibit H2, Page 4:28-31.) When Ms. Jensen spoke with Dr. DiSanto she explained that he seemed to be “joking” about the situation and explained that the patient should have eaten prior to receiving treatment. (Merchant Cert., Exhibit H2, Page 4:28-29.)

28. Ms. Jensen stated that Dr. DiSanto did not visit the office to check on the patient and neither Defendant nor Dr. DiSanto followed up with the hospital<sup>1</sup> to see how he was feeling. (Merchant Cert., Exhibit H2, Page 4-5:1). Ms. Jensen personally called the patient the following day and reported that the patient explained that the hospital was not aware why his episode occurred and expressed that no one telephoned him from the office to check on his status. (Merchant Cert., Exhibit H2, Page 5:10-15.) He also told Ms. Jensen that he will not be returning to the office. (Merchant Cert., Exhibit H2, Page 5:16-17.) Mary, the front desk manager, mentioned to Ms. Jensen that the patient later called the office to question why he was being charged and declared that he never spoke with a doctor.

Ms. Jensen usually insists that the doctor be called and if the doctor was unavailable she would refuse to carry out Defendant’s orders. (Merchant Cert., Exhibit H2, Page 5:29-30.)

29. Ms. Jensen stated that she has become concerned with Defendant’s activities and as a result has kept notes detailing her daily observations. She feels if she or no medical personal were in the office, the patients would or could be in danger of physical harm, and or death. (Merchant Cert., Exhibit H1, Page 8:1-6.)

30. Ms. Jensen stated that both she and Mary have witnessed Defendant’s son, Randy, offer medical advice and explain to patients how to inject themselves as well as, filling out prescriptions that were pre-signed but left blank. (Merchant Cert., Exhibit H2, Page 5:32-34.)

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<sup>1</sup> Patient was at Monmouth Medical in Long Branch. (Merchant Cert., Exhibit H2, Page 4:37-39.)

31. Defendant's actions described herein constitute engaging in or holding himself out as engaging in the practice of medicine and surgery pursuant to N.J.S.A. 45:9-1 et seq., and engaging in an unconscionable commercial practice, fraud, deception, false promise, false pretense or misrepresentation or using any title implying he is authorized to practice medicine, including examining, diagnosing or recommending supplements in violation of the Consumer Fraud Act ("CFA") (See generally N.J.S.A. 56:8-1 et seq.) in contravention of the 1990 and 1994 Orders.

32. Defendant's actions described herein also constitute willing contemptuous acts against the dignity of the 1990 and 1994 Orders pursuant to R. 1:10-2. Defendant had knowledge of the 1990 and 1994 Orders at all times during commission of the acts described herein.

## COUNT II

33. The General Allegations and the allegations of the prior counts are repeated and re-alleged as if set forth at length herein.

34. Mary Theresa Robinson is the front desk manager at Lifestyles Medical, LLC. and has worked there for fifteen (15) years. She has a Bachelor of Science Degree in Business Administration. (Merchant Cert., Exhibit I, Page 2:17-24.)

35. Mrs. Robinson stated that Defendant is the sole owner of Lifestyles Medical, LLC. (Merchant Cert., Exhibit I, Page 3:9-11.)

36. Mrs. Robinson noted that Defendant does not possess any medical licenses or medical training, and there is nothing on display to the contrary. Dr. DiSanto's medical license is on display on the front desk. (Merchant Cert., Exhibit I, Page 3:36 – 4:9.)

37. She stated that on Lifestyles Medical's website, it claims that Dr. DiSanto "leads a clinical staff," which is not an accurate statement. (Merchant Cert., Exhibit I, Page 4:11-14.)

38. Mrs. Robinson expressed Dr. DiSanto has not been physically present at the offices of Lifestyles Medical LLC. in the last six (6) months. The last time she personally observed Dr. DiSanto physically present at the office was in August of 2016. (Merchant Cert., Exhibit I, Page 4:16-25.)

39. She also noted that Defendant interacts with new or existing patients in Dr. DiSanto's absence. (Merchant Cert., Exhibit I, Page 4:28-30.)

40. Mrs. Robinson and Defendant's son are in charge of scheduling patients. (Merchant Cert., Exhibit I, Page 4:32-34.)

41. She has observed Defendant (1) moving patient names to Dr. DiSanto's side of the schedule regardless of whether Dr. DiSanto was not going to be present in the office, (2) Defendant reviewing patient files (stating he does so every day), and (3) giving patients recommendations based on his review of the patient file or test result. (Merchant Cert., Exhibit I, Page 4:36-5:7.)

42. Mrs. Robinson witnessed Defendant write prescription scripts for prescription legend drugs, controlled dangerous substances or ordering medical tests for patients. She explained that Defendant is the only person in the room with the patient, and when the patient exits the room, they have New Jersey Prescription Blanks filled out and signed with the name Vinson DiSanto DO, but the signature is in the handwriting of Defendant. (Merchant Cert., Exhibit I, Page 5:11-17.)

43. Mrs. Robinson also witnessed Defendant's son filling out faxed prescriptions to send to the pharmacy. The signature is computerized for faxed prescriptions. (Merchant Cert., Exhibit I, Page 5:30-31.)

44. She stated that in the past, but not presently, she is aware that Defendant kept prescription legend drugs, controlled dangerous substances, human chorionic gonadotropin, sermorelin acetate, or testosterone cypionate on premises. (Merchant Cert., Exhibit I, Page 5:34-38.)

45. Mrs. Robinson noted there is no Tele Networking system or other technology allowing Dr. DiSanto to interact with patients via camera in the office. (Merchant Cert., Exhibit I, Page 6:5-8.)

46. According to Mrs. Robinson, Randy Salani, Defendant's son, is responsible for billing for medical services. (Merchant Cert., Exhibit I, Page 6:11-14.)

47. Dr. DiSanto has no daily role at the offices of Lifestyles Medical, LLC. (Merchant Cert., Exhibit I, Page 6:25-28.)

48. Mrs. Robinson affirmed that patient F.S. complained to Lifestyles Medical LLC. about being billed for medical services not rendered, but was not aware that he retained an attorney. (Merchant Cert., Exhibit I, Page 6:40-7:5.)

49. Mrs. Robinson observed Lauren (Defendant's wife) intervene to stop Cheryl Jenson, R.N. from copying the medical records for F.S. (Merchant Cert., Exhibit I, Page 7:14-15.)

50. Mrs. Robinson stated that patient R.M saw Lauren Salani and then the Defendant promised the patient that all co-payments would be waived. Also, patient B.H. and his brother speak with Defendant every four (4) weeks on the phone, and do not pay the co-payments for the interim visit. Mrs. Robinson stated Defendant waives the co-payments to keep the patients returning for continued care. (Merchant Cert., Exhibit I, Page 7:20-32.)

51. Mrs. Robinson was aware that patient G.S. was upset about being misled to believe she was seeing Dr. DiSanto. Defendant provided her with a supplement that contained vitamin K when she was being maintained on Coumadin.<sup>2</sup> (Merchant Cert., Exhibit I, Page 7:40-8:5.)

52. Mrs. Robinson recalled patient S.M. returned to the office after not feeling any different after taking testosterone and the other medicines prescribed. Mr. M. stated his primary doctor advised him he did not need the medications authorized by Dr. DiSanto that Defendant had recommended, and that his testosterone levels were normal. (Merchant Cert., Exhibit I, Page 8:15-24.)

53. Mrs. Robinson stated that Defendant continues to recommend supplements to the patients, provides the patients with lab work requisition slips to obtain blood work and then they return for lab work reviews, and makes recommendations with different treatment plans offered by the office along with vitamins and supplements. Some prescriptions are faxed to Anazeo Pharmacy and sent directly to the patient's home; the patient pays the office a much higher price than Mrs. Robinson thinks the medications actually cost. (Merchant Cert., Exhibit I, Page 9:6-12.)

54. Defendant's actions described herein constitute engaging in or holding himself out as engaging in the practice of medicine and surgery pursuant to N.J.S.A. 45:9-1 et seq., and engaging in an unconscionable commercial practice, fraud, deception, false promise, false pretense or misrepresentation or using any title implying he is authorized to practice medicine, including examining, diagnosing or recommending supplements in violation of the Consumer

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<sup>2</sup> Coumadin is a blood thinner that reduces the formation of blood clots however, supplements that contain vitamin K should not be taken because it may increase the risk of bleeding while taking it with Coumadin. See <https://www.drugs.com/coumadin.html>.

Fraud Act (“CFA”) (See generally N.J.S.A. 56:8-1 et seq.) in contravention of the 1990 and 1994 Orders.

55. Defendant’s actions described herein also constitute willing contemptuous acts against the dignity of the 1990 and 1994 Orders pursuant to R. 1:10-2. Defendant had knowledge of the 1990 and 1994 Orders at all times during commission of the acts described herein.

### COUNT III

56. The General Allegations and the allegations of the prior count are repeated and re-alleged as if set forth at length herein.

57. Investigator April Amisson is an employee of the State of New Jersey, Office of the Attorney General, Department of Law and Public Safety, Division of Consumer Affairs, Enforcement Bureau. (Merchant Cert., Exhibit G, Page 1.)

58. On August 26, 2016, Inv. Amisson telephoned Lifestyles Medical LLC. to secure an appointment for an evaluation. She provided her covert name (“Rachel Cavanaugh”), address, email address, and insurance information. When asked if she wanted to “do it over the phone”, she declined and made an appointment for an office visit for Tuesday, August 30, 2016, at 12:20 P.M. (Merchant Cert., Exhibit G, Page 1.)

59. On the stated day and time of the appointment, Inv. Amisson conducted a covert visit to the professional office of Lifestyles Medical, LLC, located at 107 Monmouth Road, Suite 104 West Long Branch, New Jersey, 07764. Detective Kevin Mahoney, Detective Sergeant Erich Schmidt, Lieutenant Paul Butkoff, and Lieutenant Maria Reverendo, from the Monmouth County Prosecutor’s Office, maintained surveillance from a nearby location. (Merchant Cert., Exhibit G, Page 1.)

60. Upon entry, Inv. Amisson signed in using her covert name, and was given an information sheet to complete. She provided the requested data, including her covert demographic information and the reasons for her visit, which she listed as headaches, anxiety, difficulty sleeping, and a need to lose weight. She handed the completed sheet to the receptionist and sat down in the waiting room. (Merchant Cert., Exhibit G, Page 1-2.)

61. Inv. Amisson was greeted by a slender, petite male of slight build, approximately 5'4", and with graying salt and pepper hair. He (Defendant) introduced himself as "Ray" the "patient coordinator" and informed her that he would be conducting her "consult." He then brought her into an office where he sat behind a desk and she sat in a chair across from him. (Merchant Cert., Exhibit G, Page 2.)

62. Defendant explained that headaches and trouble sleeping are addressed from a holistic approach. He stated that "we" look at different chemistries and blood tests that expose "what is going on" and they "try to fix the most overt system." (Merchant Cert., Exhibit G, Page 2.)

63. Defendant then questioned Inv. Amisson about her headaches, to which she answered she believed they were tension headaches and both the headaches and anxiety began after having her two children, who are now ten (10) and sixteen (16) years of age. Defendant then went into a lengthy discussion of hormone therapy and asked Inv. Amisson if she experienced hot flashes. She admitted to headaches, anxiety, no desire to go out, feeling blasé, difficulty sleeping, and feeling a little "brain fog." (Merchant Cert., Exhibit G, Page 2.)

64. Defendant then described Dr. DiSanto as his "medical director" who is "boarded" in "rejuvenative medicine," which covers hormones and bioidentical hormone replacement. He

continued to discuss holistic treatments using complex medical terminology.<sup>3</sup> (Merchant Cert., Exhibit G, Page 2.)

65. Defendant advised that Dr. DiSanto had been a clinical nutritionist/medical nutritionist before medical school, which he described as a profession “less medically laden with pharmaceuticals.” He stated hormone therapy is mostly plant based, safe, and an elegant type of therapy, and discussed the benefits of it. Defendant suggested that Inv. Amisson’s symptoms could be related to a “hormone imbalance” or a “neurotransmitter imbalance.” (Merchant Cert., Exhibit G, Page 2.)

66. When asked if she was treated by a general physician or gynecologist, Inv. Amisson replied she was not, to which Defendant stated “that’s all fine.” He described the program as one designed for a healthy person looking to be healthier. He also detailed the habits of healthy people and the habits of non-healthy people. (Merchant Cert., Exhibit G, Page 2-3.)

67. He suggested a “work up” to include “biochemical, hormonal, neurotransmitter” and would have her “spend a moment with the people who specialize in helping modulate just the stress response.” He stated that “from a medical point of view” he would need to see her a few times to get things set up and then would not need to see her again until a couple of months later when the blood work was complete. (Merchant Cert., Exhibit G, Page 3.)

68. Inv. Amisson asked Defendant to explain Micro Current Alpha Stim treatment (terminology he mentioned earlier in the appointment when he discussed numerous holistic treatment modalities). He gave her a detailed explanation of the device and how it worked to treat insomnia and anxiety. He also added that the device is FDA approved to treat insomnia, depression, and anxiety. (Merchant Cert., Exhibit G, Page 3.)

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<sup>3</sup> Not a board certified specialty recognized by the American Board of Medical Specialties.

69. Defendant stated “based on your symptoms . . . there may be some things going on at a nutritional level and hormonal,” to include thyroid function and adrenal function. He continued to explain that she was not presenting classic hormonal decline, and that her symptoms suggested her “neurotransmitter could be supported.” (Merchant Cert., Exhibit G, Page 3.)

70. Defendant informed Inv. Amisson that her insurance had a \$1,000 deductible remaining and that her insurance would start paying after she met that deductible. He stated he believed her insurance would cover the testing. (Merchant Cert., Exhibit G, Page 3.)

71. Defendant explained the bioidentical hormone therapy, and that it is made at a specialized compounding pharmacy that would make the cream specifically for her needs. He also asked whether Inv. Amisson took any vitamins, and explained that integrative medicine uses vitamins, minerals, and amino acids as tools to replace medications. He continued to explain by providing examples of the natural method being used instead of medications, and stated most people interested in bioidentical therapy preferred the natural approach. He also told Inv. Amisson that there are two different philosophies in regards to bioidentical hormone replacement; he said “traditional doctors” generally did not believe in the treatment, and thought it was all “a hoot,” even though it was changing people’s lives. (Merchant Cert., Exhibit G, Page 3.)

72. Inv. Amisson asked what the next steps would be, and he explained she would need blood work, then a physio-psychological assessment and a neurotransmitter test. Once he received the results, a program would be determined. (Merchant Cert., Exhibit G, Page 4.)

73. Defendant informed Inv. Amisson that the visit was considered a free consultation. Normal work up for a new patient included a complete medical history review, tests and assessments conducted in the office. He quoted the charges between \$275 and \$375 for the

normal work up. However, he also quoted a “streamlined version” of the normal work up that had “her name all over it” for \$150. (Merchant Cert., Exhibit G, Page 4.)

74. Defendant then told Inv. Amisson he would provide her with an order for blood work. He stated that he puts it in the system, “the doctor reviews it, and it’s a go and it prints out up front.” (Merchant Cert., Exhibit G, Page 4.)

75. He then indicated that her headaches and insomnia needed to be treated by “Lauren” the biofeedback therapist, and stated Inv. Amisson needed to schedule a session with her. He also mentioned a kit for monitoring Inv. Amisson’s neurotransmitters and food sensitivities that cost \$58.00 and were delivered by mail. He also encouraged her to start a basic supplement and nutrition program. He explained the dosing instructions, and advised her of the possible side effect of turning her urine “more yellow” in color. (Merchant Cert., Exhibit G, Page 4.)

76. Defendant walked Inv. Amisson to the receptionist and told the receptionist that Inv. Amisson needed “a neuroscience kit, neuro-adrenal, and a food saliva kit” and an appointment with Lauren. He also advised the receptionist that her payment was going to be different. Inv. Amisson shook Defendant’s hand and said “[t]hanks Dr. Ray, it was nice to meet you,” to which he replied “you too.” (Merchant Cert., Exhibit G, Page 4.)

77. Defendant then returned with the printed lab order and provided the receptionist with the multivitamin. The receptionist gave her dosing instructions that varied from those given by Defendant. Inv. Amisson’s lab review appointment was scheduled with Dr. DiSanto. She was charged \$44.00 for the vitamins, and was told she would be charged \$150.00 when she returned for her next visit. (Merchant Cert., Exhibit G, Page 4.)

78. On September 13, 2016, Inv. Amisson returned to the office of Lifestyles Medical LLC. for her scheduled appointment at 11:00 A.M., while Detective Brian Hammarstrom, Detective Kevin Mahoney, Detective Sergeant Erich Schmidt, and Lieutenant Paul Butkoff, all from the Monmouth County Prosecutor's Office, along with Enforcement Bureau Investigator Kathleen Cefalu maintained surveillance from a nearby location. (Merchant Cert., Exhibit G, Page 5.)

79. Inv. Amisson signed in with her covert name and provided a copy of the lab work to the receptionist. She was brought to a rear room with black chairs, ottomans, and IV poles next to the chairs. Her weight and blood pressure were measured by a female with short hair and wearing scrubs. Afterwards, she went back to the waiting room, where Defendant instructed her to proceed into his office. (Merchant Cert., Exhibit G, Page 5.)

80. Defendant explained he was going to go over some things, and that his goal was to "lay out all of the different talking points" so she would have a greater understanding of what was being looked at and why; as well as where she was so she could understand what her "balance points should be." He further explained that "Dr. DiSanto could say, this is what we are going to do to solve the problem." (Merchant Cert., Exhibit G, Page 5.)

81. He reviewed Inv. Amisson lab data, and stated her general health was considered healthy. He reported which of her tests came back normal, and that her constitution was strong. Inv. Amisson asked, "Dr. Ray, I noticed a lot of highs and lows. What does that mean?" to which he replied he was "getting to that." Defendant explained what he was looking for when evaluating the hormone imbalance, and described what those did for the body. (Merchant Cert., Exhibit G, Page 5.)

82. Defendant then went through Inv. Amisson's lab work, and compared the abnormal lab values to their corresponding normal lab value parameters. He then proceeded to give Inv. Amisson a detailed explanation of her lab results, including which results flagged high or low and the corresponding effects or symptoms that each caused. He also addressed how the issues could be resolved. (Merchant Cert., Exhibit G, Page 6.)

83. Defendant stated that "we are" going to look at the serotonin number in the brain to see if it was being utilized correctly by the body. (Merchant Cert., Exhibit G, Page 6.)

84. Defendant then began explaining the treatment for Inv. Amisson; he told her that "Dr. DiSanto" would "lay out to the pharmacy how much of each hormone should be in the cream." He also explained the dosing and application of the cream. (Merchant Cert., Exhibit G, Page 6.)

85. Defendant's phone made noise during the appointment. He used his cellular phone multiple times during the visit by checking incoming text messages and sometimes by responding via texting. (Merchant Cert., Exhibit G, Page 7.)

86. Defendant then began explaining the benefits women who replenish their hormones experience, mentioning "reduction of heart disease," "low risk of osteopenia and osteoporosis," improved "immune system integrity," and improved "cognitive function." He also explained that Inv. Amisson would feel "on [her] game." (Merchant Cert., Exhibit G, Page 7.)

87. Defendant then received another alert from his cellular phone, and told Inv. Amisson that Dr. DiSanto needed a few more minutes to be ready. As understood by Inv. Amisson, Dr. DiSanto was not available to authorize prescriptions and she had to wait for him to become available before obtaining them. (Merchant Cert., Exhibit G, Page 7.)

88. After stating the cream should “take care of the whole situation,” he explained that “we” will do a review of Inv. Amisson’s lab work after approximately five (5) weeks. After two (2) or three (3) weeks, he wanted to talk to see how she was doing. (Merchant Cert., Exhibit G, Page 7.)

89. Defendant continued to question Inv. Amisson about her exercise routine; he asked her about what exercises she does and where she exercises. Inv. Amisson began to believe he was making small talk in order to prolong the visit. When she inquired into how much longer it would be, he stated four (4) or five (5) minutes until Dr. DiSanto would be free. (Merchant Cert., Exhibit G, Page 7.)

90. Defendant received another alert from his phone, and told Inv. Amisson that Dr. DiSanto was “taking care of some things” and was “moving,” meaning he was having a hard time accessing a computer. (Merchant Cert., Exhibit G, Page 7.)

91. Defendant then asked whether the food saliva sensitivity kit had been sent out. He talked more about “bioidentical hormone therapy.” The telephone on his desk rang, and the brief conversation revealed it was not about Inv. Amisson’s visit. Then Defendant began explaining about the minerals and vitamins in fruits. He continued to check his phone after every alert, and stated that Dr. DiSanto would be available soon. (Merchant Cert., Exhibit G, Page 8.)

92. Inv. Amisson advised Defendant that she had hoped to leave the visit with the prescription, and he agreed that was the goal. He explained that insurance does not usually cover these types of prescriptions. He also told her she needs Vitamin D3 and not D2. He stated he believed the vitamin D ordered through his office was \$18. When asked, he said he would write a prescription specifically for vitamin D3. (Merchant Cert., Exhibit G, Page 8.)

93. Defendant then said they could call in the prescription so that Inv. Amisson would not be delayed, to which she responded that because she did not know of a pharmacy that could compound medications she needed a written prescription. They decided she would come back in an hour to pick up the written prescriptions. (Merchant Cert., Exhibit G, Page 8.)

94. Inv. Amisson told Defendant she had been hoping to meet Dr. DiSanto during the visit, and he replied “we knew that he would be conferencing on the computer today.” (Merchant Cert., Exhibit G, Page 8.)

95. Defendant said he could have the prescriptions ready shortly, and he would “prep it” (the prescriptions) and have it waiting for her with the lab requisition for her follow-up labs.

96. Inv. Amisson, Defendant, and the receptionist (Mary) scheduled her next appointment. She was originally charged \$250, and Inv. Amisson said she had only expected to be charged the co-payment. After some discussion, Inv. Amisson paid \$40 and agreed to contact her insurance company to clarify the deductible. (Merchant Cert., Exhibit G, Page 9.)

97. After Inv. Amisson returned forty-five (45) minutes later, Defendant walked in with a clip-board and revealed the lab requisition forms and the prescriptions. He provided her with two (2) handwritten prescriptions: the first was for a testosterone, estrogen, DHEA, and progesterone cream; and the second was for vitamin D3. Both were written on the NJPBs of Vinson DiSanto, DO 107 Monmouth Road, Suite 104, West Long Branch, NJ 07764, (732) 542-2638, Fax (732) 542-2620, NPI #1932300134, License #25MB07769000, DEA #BD8989254, and reflected the signature, in ink, of Vinson DiSanto, DO, at the bottom of the prescriptions. Inv. Amisson had only been shown a picture of Dr. DiSanto, while at no time did she observe Dr. DiSanto present in the office. (Merchant Cert., Exhibit G, Page 9.)

98. Defendant's actions described herein constitute engaging in or holding himself out as engaging in the practice of medicine and surgery pursuant to N.J.S.A. 45:9-1 et seq., and engaging in an unconscionable commercial practice, fraud, deception, false promise, false pretense or misrepresentation or using any title implying he is authorized to practice medicine, including examining, diagnosing or recommending supplements in violation of the Consumer Fraud Act ("CFA") (See generally N.J.S.A. 56:8-1 et seq.) in contravention of the 1990 and 1994 Orders.

99. Defendant's actions described herein also constitute willing contemptuous acts against the dignity of the 1990 and 1994 Orders pursuant to R. 1:10-2. Defendant had knowledge of the 1990 and 1994 Orders at all times during commission of the acts described herein.

#### COUNT IV

100. The General Allegations and the allegations of the prior count are repeated and re-alleged as if set forth at length herein.

101. Investigator Oscar G. Amaya is an employee of the State of New Jersey, Office of the Attorney General, Department of Law and Public Safety, Division of Consumer Affairs, Enforcement Bureau. (Merchant Cert., Exhibit F, Page 1.)

102. On September 22, 2016, Investigator Oscar G. Amaya (utilizing the alias "Jorge Delgado"), placed a covert call at 10:00am to Defendant's office identified as "Lifestyle Medical" and scheduled an appointment to see a doctor. (Merchant Cert., Exhibit F, Page 2.)

103. A woman answered the telephone and identified herself as "Mary." Inv. Amaya inquired to schedule an appointment with the doctor for the same day and she responded that no appointment was available. However, she inquired whether he was available for a telephone consultation instead, to which he explained that he had to go to work but can make himself

available the following morning. An office visit was confirmed by Mary for Friday, September 23, 2016, at 11:00 am. (Merchant Cert., Exhibit F, Page 2.)

104. At 11:00 a.m., Inv. Amaya entered the office of Lifestyles Medical LLC., located at 107 Monmouth Road, Suite 104 West Long Branch, New Jersey, 07764. Upon entering, the receptionist, Mary asked for his name, which he replied “Jorge Delgado” and then requested that he fill in a new patient form. As he completed the form, he noticed that there were no other patients present. (Merchant Cert., Exhibit F, Page 2.)

105. Shortly after, a man approached Inv. Amaya and introduced himself as Ray Salani the “Patient Coordinator.” He then escorted him to his private office where Inv. Amaya continued to address him as “Dr. Salani.” Defendant then explained that he is not a doctor but a patient coordinator and that he works with Dr. DiSanto through video consultations and phone conferences to help him assist patients. (Merchant Cert., Exhibit F, Page 3.)

106. Inv. Amaya went on to explain that he was a very active person but lately he has been feeling very tired and has little desire to go to the gym. He informed Defendant that his doctor had ordered lab work and provided him with the lab work report which reflected a low testosterone level. Defendant looked at his lab work and explained that his symptoms could be related to stress but that they were “really fixable.” (Merchant Cert., Exhibit F, Page 3.)

107. Defendant excused himself and said he would fax the results to Dr. DiSanto so he could review them. A few minutes later he returned and explained that his testosterone was low but that he could set him up with a treatment program where he would see some results, gradually and in a “holistic way.” (Merchant Cert., Exhibit F, Page 3.)

108. Inv. Amaya expressed that he was hoping Defendant could prescribe him something that could really rejuvenate him. Defendant expressed that he does not prescribe any

medications but he would speak to Dr. DiSanto and explain to him his situation. He stated that based on his symptoms he was going to recommend a treatment plan that included vitamins, testosterone and Human Chorionic Gonadotropin injections (HCG).<sup>4</sup> He further explained that he would need testosterone once a week and that the HCG needle is a small insulin needle that he will need to inject in his belly fat. (Merchant Cert., Exhibit F, Page 3-4.)

109. Defendant requested Inv. Amaya to wait in the waiting room until he spoke with Dr. DiSanto. Inv. Amaya was not present and was not part of a conversation between Defendant and Dr. DiSanto and he did not witness Defendant contacting Dr. DiSanto by telephone, text message or video conference. His vital signs were also not taken by anyone in the office. (Merchant Cert., Exhibit F, Page 4.)

110. A few minutes later, Defendant, escorted him back into his office and informed him that Dr. DiSanto stated that he (Defendant) could provide Inv. Amaya with a prescription for Testosterone (a schedule III Controlled Dangerous Substance (“CDS”) and HCG (a prescription Legend Drug (“PLD”). (Merchant Cert., Exhibit F, Page 4.)

111. Defendant retrieved a prescription pad from a drawer in his desk, and filled out two prescriptions by hand and signed both with a pen. Inv. Amaya was able to see that the prescriptions were written on New Jersey Prescription Blanks (“NJPBs”). (Merchant Cert., Exhibit F, Page 4.)

112. Defendant provided him with the two handwritten prescriptions: one for Testosterone Cyp. (Cypionate) 200 mg/ml inject 1ml/ week IM (intramuscular injection); and the second was for HCG 10,000 units 1,000 units/ml inject Sub Q (subcutaneous injection). (Merchant Cert., Exhibit F, Page 4.)

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<sup>4</sup> Human chorionic gonadotropin (HCG) is a hormone to increase sperm count in men. See <https://www.drugs.com/hcg.html>.

113. Both prescriptions were written out on NJPBs with the heading of Vinson DiSanto, DO, 107 Monmouth Road, Suite 104, West Long Branch, NJ 07764, (732) 542-2638, NPI#1932300134, License #25MB07769000, DEA #BD8989254 and reflected the signature, in ink, V DiSanto, DO. (Merchant Cert., Exhibit F, Page 4.)

114. Defendant also suggested he take basic supplements and multivitamins. He also explained to him that a normal initial cost per visit would be \$150 plus his lab work costs. This would be in addition to a "setup fee" with Dr. DiSanto, equating to \$275. However, since Inv. Amaya presented the office with his lab work results, he was only charged for a lab review visit which cost \$275. Defendant further explained that once Inv. Amaya was set up, his monthly cost would be \$250 for the testosterone and HCG therapy as well as \$50 per month for vitamins. (Merchant Cert., Exhibit F, Page 4.)

115. As Defendant concluded the consultation, he handed Inv. Amaya a lab work requisition form which included the names of several tests to be obtained. The form was electronically signed by V. DiSanto, D.O. Numerous diagnosis codes were typed on the lab requisition form described as: R53.83 other fatigue; E55.9 vitamin D deficiency; E03.9 hypothyroidism; E78.2 hyperlipidemia; E29.1 testicular hypofunction; R41.3 other amnesia; R740 nonspecific elevation of transamns and lactic acid dehydrngnse; R73.01 impaired fasting glucose; and 440.20 atherosclerosis of native arteries of the extremities, unspecified. (Merchant Cert., Exhibit F, Page 5.)

116. Defendant suggested Inv. Amaya also take the vitamins Nutrient 950 and D3 5000. He wrote a notation on a Lifestyles Medical, LLC letterhead with the names and dosage instructions of the vitamins, and handed the paper to Inv. Amaya. (Merchant Cert., Exhibit F, Page 5.)

117. Inv. Amaya was instructed to call Defendant in a couple of weeks and provide feedback and he would adjust the dosage accordingly. Defendant reminded Inv. Amaya to schedule an appointment upon his return from vacation so that he could start him on a program and have a video call with Dr. DiSanto. (Merchant Cert., Exhibit F, Page 5.)

118. Upon completion of the visit, Defendant directed Inv. Amaya to the reception desk to pay the fee for services rendered. When Inv. Amaya inquired into the reason for being charged for an office consultation, because it was understood by Inv. Amaya that consultations are free, the receptionist, Mary, explained it was because Defendant gave Inv. Amaya prescriptions, and therefore it was not a regular consultation. Inv. Amaya stated he could not pay the fee at the time, and would call later to tell the receptionist if someone would drop off the check or if he would mail it in. Inv. Amaya purchased the multivitamins from the receptionist who handed them to him and placed them in a bag. The receptionist then scheduled him for a follow-up office visit and lab work. (Merchant Cert., Exhibit F, Page 5.)

119. Defendant's actions described herein constitute engaging in or holding himself out as engaging in the practice of medicine and surgery pursuant to N.J.S.A. 45:9-1 et seq., and engaging in an unconscionable commercial practice, fraud, deception, false promise, false pretense or misrepresentation or using any title implying he is authorized to practice medicine, including examining, diagnosing or recommending supplements in violation of the Consumer Fraud Act ("CFA") (See generally N.J.S.A. 56:8-1 et seq.) in contravention of the 1990 and 1994 Orders.

120. Defendant's actions described herein also constitute willing contemptuous acts against the dignity of the 1990 and 1994 Orders pursuant to R. 1:10-2. Defendant had knowledge of the 1990 and 1994 Orders at all times during commission of the acts described herein.

WHEREFORE, Complainant demands entry of an order:

1. Temporarily restraining and permanently enjoining Defendant from engaging in or holding himself out as engaging in the practice of medicine;

2. Temporarily restraining and permanently enjoining Defendant from engaging in unconscionable commercial practice, fraud, deception, false promise, false pretense, or misrepresentation including, but not limited to, falsely representing himself as a title implying that is authorized to practice medicine in violation of the Consumer Fraud Act;

3. Finding Defendant in contempt of Court for his willful violations of the 1990 and 1994 Orders pursuant to R. 1:10-2;

4. Granting permission to the Attorney General and/or The State Board of Medical Examiners or such agents as Plaintiffs may designate with the assistance of local or state law enforcement to, without prior notification, enter upon Defendant's office premises located at 107 Monmouth Road, Suite 104, West Long Branch, New Jersey, 07764 and upon any other premises from which Defendant conducts or has conducted the practice of medicine in the State of New Jersey, and to immediately inspect, impound, seal, and remove from such premises any and all evidence of the unlicensed practice of medicine, such evidence to include, but is not limited to, appointment books, computers or other electronic media, other books, diplomas, certificates, licenses, records and documents, professional business cards, advertisements, medical equipment pursuant to N.J.S.A. 45:1-18(f) and N.J.S.A. 56:8-3(d);

5. Issues a bench warrant for Defendant's arrest;

6. Sentence Defendant to six (6) months in jail for contempt of court;

7. Award judgment in favor of the Plaintiffs for civil penalties for practicing medicine without having been licensed and violations of the Consumer Fraud Act pursuant to N.J.S.A. 45:1-23 and 25, N.J.S.A. 56:8-13;

8. Award judgment of restitution, pursuant to N.J.S.A. 45:1-23 and N.J.S.A. 56:8-13, to any and all affected persons or entities in interest of all monies or property unlawfully obtained by Defendant for the rendering of unlicensed services or performance of any unlawful acts as alleged in the Verified Complaint;

9. Compelling Defendant to reimburse Plaintiff for costs associated with the prosecution in this matter pursuant to N.J.S.A. 45:1-23 and 25, N.J.S.A. 56:8-11 and 19; and

10. Assessing such other and further relief as the Court shall deem just and appropriate under the circumstances.

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: *Bindi Merchant*  
Bindi Merchant  
Deputy Attorney General

Dated: April 10, 2017

**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the CFA, is not the subject of any other action pending in any other court of this State.

I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: *Bindi Merchant*  
Bindi Merchant  
Deputy Attorney General

Dated: April 10, 2017

**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: *Bindi Merchant*  
Bindi Merchant  
Deputy Attorney General

Dated: April 10, 2017

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Deputy Attorney General Bindi Merchant is hereby designated as trial counsel for the Plaintiffs in this action.

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

*Bindi Merchant*

By: Bindi Merchant  
Deputy Attorney General

Dated: April 10, 2017

VERIFICATION

I, Bindi Merchant, of full age, hereby certify as follows:

1. I am a Deputy Attorney General assigned to prosecute matters on behalf of the professional boards of the State of New Jersey within the Division of Consumer Affairs (“Division”).

2. I have read the foregoing Verified Complaint and on my own personal knowledge and review of documents in the Division’s possession, I know that the facts set forth herein are true and they are incorporated in this certification by reference, except for those alleged upon information and belief.

3. The facts set forth herein and incorporated hereto by reference supports the filing of the Verified Complaint and accompanying Order to Show Cause.

I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

  
By: Bindi Merchant  
Deputy Attorney General

Dated: April 10, 2017