

FILED

MAY 03 2010

**U. S. DISTRICT COURT
E. DISTRICT OF MO.**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.) No.
)
DAVID PEER,)
ADAM OLIVKOVICH, and)
MOSHE AHARONI,)
)
Defendants.)

4:10CR 00255CDP

INDICTMENT

COUNT I

Conspiracy To Commit Mail and Wire Fraud

The Grand Jury charges that:

A. Introduction

At times relevant to this indictment:

1. Dependable Locks, Inc., (“Dependable Locks”) was a New York corporation headquartered at 407 South Arcturas, Clearwater, Florida. Dependable Locks was owned and operated by defendants David Peer, Adam Olivkovich, and others.

2. Y.Y. Call Center, LLC, (“Y.Y. Call Center”) was a business entity operating from 407 South Arcturas, Clearwater, Florida. Y.Y. Call Center was owned and operated by defendants David Peer, Adam Olivkovich, and others.

3. Defendant David Peer held himself out as President of Dependable Locks and directed the call center and dispatch operations of Dependable Locks and Y.Y. Call Center from the location at 407 South Arcturas in Clearwater, Florida.

4. Defendant Adam Olivkovich, a.k.a. Adam Olivkovitch, managed and directed locksmith technicians operating throughout the United States, including in the Eastern District of Missouri. These locksmith technicians were employed and dispatched by Dependable Locks, under the direction of David Peer and others.

5. Defendant Moshe Aharoni was employed as a dispatch supervisor by Dependable Locks and Y.Y. Call Center at the 407 South Arcturas location in Clearwater, Florida. He operated under the supervision of defendant David Peer.

6. Beginning on or about January 31, 2006, and continuing to on or about November 4, 2009, defendants David Peer, Adam Olivkovich, Moshe Aharoni, and others known and unknown, operating through the entities Dependable Locks and Y.Y. Call Center, operated a nationwide network of locksmith technicians who responded to emergency lockout requests, typically from consumers who had accidentally locked themselves out of a residence or automobile.

7. Dozens of locksmith technicians were operating under the defendants' direction and control in major metropolitan centers throughout the United States. The defendants employed locksmith technicians operating in the State of Missouri, including the Eastern District of Missouri, as well as elsewhere throughout the United States.

8. The defendants maintained a full-time staff of telephone operators and locksmith dispatchers, on duty 24 hours per day, who operated from 407 South Arcturas, Clearwater, Florida, under the management and control of defendant David Peer and others.

9. The call center operators received phone calls electronically forwarded from hundreds or thousands of telephone numbers listed nationwide for emergency locksmith services, all of which forwarded consumer calls to the call center at 407 South Arcturas in Clearwater,

Florida. The operators received the calls and the company dispatched locksmith technicians from the area of the call to respond to the call.

10. Eliyahu "Eli" Barhanun, Yehuda Saban, and Yosef Amitay were locksmith technicians employed by defendants David Peer and Adam Olivkovich, through Dependable Locks, in the State of Missouri at various times between 2006 and 2009. Eli Barhanun and Yehuda Saban provided locksmith services under the direction and control of the defendants in the Eastern District of Missouri. During times that they worked as locksmith technicians for Dependable Locks, Yehuda Saban and Yosef Amitay were illegal aliens, who resided illegally in the United States and were unauthorized to work as locksmith technicians in the United States.

B. Conspiracy To Commit Mail and Wire Fraud

11. Between on or about January 31, 2006, and November 4, 2009, in the Eastern District of Missouri, and elsewhere,

**DAVID PEER,
ADAM OLIVKOVICH, and
MOSHE AHARONI,**

Defendants herein, did knowingly and intentionally conspire, combine, confederate and agree, with each other and with other person(s), both known and unknown to the Grand Jury, to commit offenses against the United States, to wit: (1) having devised a scheme and artifice to defraud, and for the purpose of obtaining money or property by means of false and fraudulent pretenses, representations, and promises, to execute said scheme and artifice to defraud by knowingly causing parcels to be delivered by the United States Postal Service and interstate commercial carrier, in violation of Title 18, United States Code, Section 1341; and (2) to execute said scheme and artifice to defraud by knowingly causing writings, signs, signals, and sounds to be transmitted by means of wire communication in interstate commerce, in violation of Title 18,

United States Code, Section 1343.

C. Manner and Means of the Conspiracy

12. The objects of the conspiracy were pursued in the following manner and through the following means: It was part of the conspiracy that the defendants knowingly caused numerous interstate wire communications, including telephone calls and email communications, and caused the interstate shipment of numerous parcels by the United States Postal Service and interstate commercial carrier, to further their scheme to defraud.

13. It was further part of the conspiracy that defendants David Peer, Adam Olivkovich, Moshe Aharoni, and others known and unknown, knowingly and intentionally devised and implemented a scheme and artifice to defraud customers of emergency lockout services, and of other locksmith services, through overcharges procured by deceptive marketing practices and bait-and-switch price quoting.

a. It was part of this scheme and artifice that Dependable Locks and Y.Y. Call Center operated under hundreds of fictitious business names across the United States, including at least 48 fictitious names in the State of Missouri, advertised in numerous forms of media, including Yellowbook, Yellow Pages, and internet.

b. It was further part of this scheme and artifice that large numbers of advertisements for locksmith services in popular advertising media, such as Yellow Pages and Yellowbook, were actually business fictitious names of Dependable Locks. This created the likelihood that a customer who suffered an emergency lockout from home or vehicle, and who selected a local locksmith business from the phone book, would unwittingly be contacting Dependable Locks.

c. It was further part of this scheme and artifice that Dependable Locks' advertisements provided local phone numbers and fraudulent local business addresses for each fictitious business name. The addresses were real addresses, but they were in fact the addresses of other local businesses or local residential properties that had no affiliation with Dependable Locks. In each area where Dependable Locks did business, the company advertised itself to the public as a set of numerous, distinct, local locksmith businesses, all of which were fictitious.

d. It was further part of this scheme and artifice that the thousands of local phone numbers in Dependable Locks' numerous advertisements were forwarded, by interstate wire transmission, to the Dependable Locks call center at 407 South Arcturas, Clearwater, Florida, operated by the defendant David Peer and others. When the customer called the local number, the call was automatically forwarded to the Florida call center.

e. It was further part of this scheme and artifice that operators at the Florida call center were trained and instructed to answer the phone using the fictitious local business name. A computer system advised each operator of the code and the fictitious business name of the incoming phone number, so that the operator could greet the customer under the fictitious name, identifying the company as a local business.

f. It was further part of this scheme and artifice that, for emergency lockout customers, the operators were trained to make three attempts to avoid giving a price quote to the customer, providing three differently phrased reasons to refuse to give a price quote. These reasons for refusing to give a price quote were false and fraudulent, and were intended to conceal the actual expected charges.

g. It was further part of this scheme and artifice that, if a customer insisted a price estimate even after three refusals, operators were trained to state that the price for a lockout

would be “\$39 service fee, plus \$15 and up to open the door.” This price quote was deliberately crafted by the defendants to mislead customers into expecting that they would be charged \$54. The operators were prohibited from revealing the maximum price, which was, at various times, \$149 or \$179.

h. It was further part of this scheme and artifice that the customers frequently were not told the phrase “and up” at all, but were told that the price would be \$54, without any qualification.

i. It was further part of this scheme and artifice that the price quote of \$54 was deliberately selected by David Peer and others to be realistically below market rates for emergency lockout services (typically around \$60 to \$70). Dependable Locks’ price quoting practices were designed to mislead the customer into believing that he or she would be charged a competitive price, i.e. \$54.

j. It was further part of this scheme and artifice that the defendants did not expect the actual price charged to be \$54, but would be a much higher price, up to \$179. The quote of \$54 had no relation to any expected charge.

k. It was further part of this scheme and artifice that locksmith technicians were trained, encouraged, and pressured to charge as high a price as possible, up to the maximum of \$149 or \$179. Dependable Locks baited customers with the expectation of a \$54 price, then switched to higher charges when the technician arrived.

l. It was further part of this scheme and artifice that operators were instructed to make fraudulent representations about the response time of the locksmith technicians. Customers were told that the technicians would respond within 30 minutes, irrespective of the actual expected response time.

m. It was further part of this scheme and artifice that locksmith technicians were instructed to misrepresent their expected response times to customers, by always reporting that they would be there in 25 minutes or less, even when they knew this was untrue.

n. It was further part of this scheme and artifice that operators were instructed to tell callers that their technicians were “professionally trained, certified, licensed locksmiths,” when in fact, as defendants knew, most technicians had cursory locksmith training, and many were illegal aliens with no authorization to work in the United States.

o. It was further part of this scheme and artifice that, in the case of price disputes due to the bait-and-switch overcharges, Dependable Locks technicians were told to engage, and did engage, in coercive pressure tactics to procure payment from customers, such as withholding identification from customers who refused to pay, threatening to call the police and have the customer arrested for “theft of services,” threatening to lock the customer’s keys back in the car or home, and following the customer to an ATM to ensure immediate cash payment.

p. It was further part of this scheme and artifice that the defendants encouraged locksmith technicians to procure payment from the customers by cash or personal check, to prevent customers from disputing the overcharges through their credit company, and allowing the conspirators to retain more easily the proceeds of the fraud.

q. It was further part of this scheme and artifice that locksmith technicians were encouraged to drill locks and destroy them unnecessarily, so that the company could profit from overcharges for replacement locks.

r. It was further part of this scheme and artifice that the defendants garnered from their customers millions of dollars of fraudulently induced overcharges for locksmith services.

s. It was further part of this scheme and artifice that locksmith technicians would split the proceeds of the locksmith jobs with Dependable Locks. The defendants caused the locksmiths to send weekly shipments of receipts, cash, and checks by the U.S. Postal Service and interstate commercial carrier, from locations outside Florida to 407 South Arcturas, Clearwater, Florida.

14. It was further part of the conspiracy that David Peer, Adam Olivkovich, Moshe Aharoni, and others known and unknown, implemented the aforesaid scheme and artifice to defraud by engaging in a pattern and practice of recruiting and hiring aliens who were residing illegally and unauthorized to work in the United States, to serve as locksmith technicians.

15. It was further part of the conspiracy that the defendants David Peer, Adam Olivkovich, Moshe Aharoni, and others knew of and recklessly disregarded the illegal immigration status of the locksmith technicians, in order to use the locksmith technicians to implement the scheme and artifice to defraud customers of locksmith services.

16. It was further part of the conspiracy that the defendants took steps to conceal the illegal alien status of their locksmith technicians, such as failing to collect Employment Eligibility Verification Forms (“I-9”) from the technicians, falsely claiming that the technicians were “independent contractors” to avoid reporting them as employees or paying taxes for them, moving or reassigning a technician to avoid immigration problems, preventing the calling of police in cases of price disputes to avoid apprehension of illegal alien technicians, and refusing to dispatch illegal technicians to military bases where their illegal alien status would be detected.

D. Overt Acts

17. In furtherance of this conspiracy and to effect the objects thereof, the defendants knowingly caused numerous overt acts to be committed in the Eastern District of Missouri and

elsewhere, including:

A. On or about February 22, 2008, in the Eastern District of Missouri, the defendants caused Yehuda Saban, a locksmith technician employed by Dependable Locks, to provide overcharged services to a customer, M.F. Saban charged the customer \$149 for emergency lockout services, when M.F. had been misled by Dependable Locks operators to expect that the cost of services would be approximately \$50.

B. On or about April 17, 2008, in the Eastern District of Missouri, the defendants caused Eliyahu "Eli" Barhanun, a locksmith technician employed by Dependable Locks, to provide overcharged services to a customer, M.F. Barhanun charged the customer \$135 for emergency lockout services, when M.F. had been misled by Dependable Locks operators to expect that the cost of services would be approximately \$50.

C. On or about January 28, 2009, in the Eastern District of Missouri, the defendants caused Yehuda Saban, a locksmith technician employed by Dependable Locks, to provide overcharged services to a customer, K.S. Saban charged the customer \$274 for locksmith services, when K.S. had been misled by Dependable Locks operators to expect that the cost of services would be no more than \$140.

D. On or about January 29, 2009, in the Eastern District of Missouri, the defendants caused Yehuda Saban, a locksmith technician employed by Dependable Locks, to provide overcharged services to a customer, J.O. Saban charged the customer \$179 for emergency lockout services, when J.O. had been misled by Dependable Locks operators to expect that the cost of services would be approximately \$30 to \$50.

E. On or about February 24, 2009, in the Eastern District of Missouri, the defendants caused Eliyahu "Eli" Barhanun, a locksmith technician employed by Dependable

Locks, to provide overcharged services to a customer, K.S. Barhanun charged the customer \$135 for emergency lockout services, when K.S. had been misled by Dependable Locks operators to expect that the cost of services would be approximately \$39.

F. On or about April 6, 2009, in the Eastern District of Missouri, the defendants caused Eliyahu "Eli" Barhanun, a locksmith technician employed by Dependable Locks, to provide overcharged services to a customer, N.G. Barhanun charged the customer \$179 for emergency lockout services, when N.G. had been misled by Dependable Locks operators to expect that the cost of services would be approximately \$39.

All in violation of Title 18, United States Code, Section 371.

COUNTS II-VI
Mail Fraud

The Grand Jury further charges that:

18. Paragraphs 1 through 17 of Count I this Indictment are realleged and incorporated by reference herein.

19. On the dates indicated below, in the Eastern District of Missouri, and elsewhere,

DAVID PEER and
ADAM OLIVKOVICH,

Defendants herein, having devised the aforesaid scheme and artifice to defraud, and to obtain money or property by means of false and fraudulent pretenses, representations, and promises, as more fully described in Paragraph 13 of Count I of this Indictment, for the purpose of executing this scheme, did knowingly cause to be delivered by United States mail the following parcels:

Count II: On or about May 11, 2009, Express Mail parcel number EM321791339US, shipped from the United States Post Office for zip code 63132, located in the Eastern District of Missouri, to 407 South Arcturas, Clearwater, Florida 33765.

Count III: On or about May 18, 2009, Express Mail parcel number EH869958527US, shipped from the United States Post Office for zip code 63117, located in the Eastern District of Missouri, to 407 South Arcturas, Clearwater, Florida 33765.

Count IV: On or about May 26, 2009, Express Mail parcel number EM321793330US, shipped from the United States Post Office for zip code 63132, located in the Eastern District of Missouri, to 407 South Arcturas, Clearwater, Florida 33765.

Count V: On or about June 15, 2009, Express Mail parcel number EH523681711US, shipped from the United States Post Office for zip code 63141, located in the Eastern District of Missouri, to 407 South Arcturas, Clearwater, Florida 33765.

Count VI: On or about June 22, 2009, Express Mail parcel number EH523687820US, shipped from the United States Post Office for zip code 63141, located in the Eastern District of Missouri, to 407 South Arcturas, Clearwater, Florida 33765.

All in violation of Title 18, United States Code, Section 1341.

COUNTS VII-IX

Use of Assumed Addresses To Promote the Fraudulent Scheme

The Grand Jury further charges that:

20. Paragraphs 1 through 17 of Count I of this Indictment are realleged and incorporated by reference herein.

21. Beginning in or about 2008, and continuing to on or about November 4, 2009, in the Eastern District of Missouri, and elsewhere,

**DAVID PEER and
ADAM OLIVKOVICH,**

Defendants herein, for the purpose of conducting, promoting, and carrying on by means of the Postal Service, a scheme and artifice to defraud, and to obtain money and property by means of

false and fraudulent pretenses, representations, and promises, as more fully described in Paragraph 13 of Count I of this Indictment, used and assumed the following fictitious, false, and assumed addresses.

Count VII: The address 402 North Third Street, St. Charles, Missouri, which was advertised in the 2008-2009 Yellowbook for Greater St. Louis, Missouri, under the fictitious business name “24 Hour A Locksmith,” when in truth, as the defendants knew or recklessly disregarded, 402 North Third Street, St. Charles, Missouri, was not affiliated with Dependable Locks, but was the address of an office building for AT&T, located in the Eastern District of Missouri.

Count VIII: The address 830 Jeffco Boulevard, Arnold, Missouri, which was advertised in the 2008-2009 Yellowbook for Greater St. Louis, Missouri, under the fictitious business names “A Emergency Locksmith” and “A 24 Hour Locksmith,” when in truth, as the defendants knew or recklessly disregarded, 830 Jeffco Boulevard, Arnold, Missouri, was not affiliated with Dependable Locks, but was the address of a Captain D’s Seafood Kitchen Restaurant, located in the Eastern District of Missouri.

Count IX: The address 819 Gray Avenue, St. Louis, Missouri, which was advertised during or about 2008 and 2009 in 411 directory services under the fictitious name “A 24 Hour A Locksmith,” when in truth, as the defendants knew or recklessly disregarded, 819 Gray Avenue, St. Louis, Missouri, was not affiliated with Dependable Locks, but was the address of a private residence located in the Eastern District of Missouri.

All in violation of Title 18, United States Code, Section 1342.

COUNT X
Conspiracy To Harbor Illegal Aliens

22. Paragraphs 1 through 17 of Count I of this Indictment are realleged and incorporated by reference herein.

23. Between on or about January 31, 2006, and November 4, 2009, in the Eastern District of Missouri, and elsewhere,

**DAVID PEER,
ADAM OLIVKOVICH, and
MOSHE AHARONI,**

Defendants herein, did knowingly and intentionally conspire, combine, confederate and agree, with each other and with other person(s), both known and unknown to the Grand Jury, to commit offenses against the United States, to wit: to conceal, harbor, and shield from detection aliens in certain places in the United States, knowing and in reckless disregard of the fact that those aliens came to, entered, and remained in the United States in violation of the law, for the purpose of commercial advantage and private financial gain, in violation of Title 8, United States Code, Section 1324(a)(1)(A)(iii).

A. Manner and Means of the Conspiracy

24. It was part of this conspiracy that the defendants David Peer, Adam Olivkovich, and others recruited, hired, and employed as locksmith technicians, numerous aliens who were illegally residing in the United States and unauthorized to work in the United States.

25. It was further part of the conspiracy that the defendants David Peer, Adam Olivkovich, Moshe Aharoni, and others knew and recklessly disregarded the illegal and unauthorized status of the aliens employed by them and under their direction.

26. It was further part of the conspiracy that the defendants collected response forms from the locksmith technicians requiring them to report their visa status, which enabled the

defendants to keep track of the illegal and unauthorized status of the technicians.

27. It was further part of the conspiracy that the defendants failed to collect, or retain for inspection by authorized government officials, Employment Eligibility Verification (“I-9”) Forms from the locksmith technicians employed by them.

28. It was further part of the conspiracy that the defendants harbored the illegal and unauthorized alien technicians by providing them with employment and income, allowing them the means to remain illegally in the United States.

29. It was further part of the conspiracy that the defendants dispatched the illegal and unauthorized alien technicians to locksmith jobs throughout the United States, in order to profit from the labor of the illegally employed technicians.

30. It was further part of the conspiracy that the defendants concealed the illegal status of the technicians by arranging to pay the technicians through the direct splitting of cash and check proceeds from locksmith jobs, which enabled them to avoid reporting the locksmith technicians as employees, filling out W-2 forms for them, or paying any payroll taxes on their income.

31. It was further part of the conspiracy that, in cases of price disputes with customers, the defendants prevented the police from being called, in order to avoid the detection and apprehension of the illegal alien technicians.

32. It was further part of the conspiracy that the defendant, Adam Olivkovich, reassigned technician Yosef Amitay, who was illegally residing in the United States and working without authorization, from North Carolina to Kansas, to prevent the detection of Amitay’s illegal status.

33. It was further part of the conspiracy that the defendants prevented the dispatch of illegal technicians to locksmith jobs on military bases, because military bases would require the technician to show identification, which would result in the detection and apprehension of the illegal alien technicians.

34. It was further part of the conspiracy that the defendants recruited, hired, employed, and harbored the illegal and unauthorized aliens for the purpose of commercial advantage and private financial gain, in order to garner millions of dollars of illegal proceeds from their scheme and artifice to defraud customers of locksmith services, using the labor of illegal aliens.

B. Overt Acts

35. In furtherance of this conspiracy and to effect the ends thereof, overt acts were committed in the Eastern District of Missouri and elsewhere, including:

A. On or about February 22, 2008, in the Eastern District of Missouri, the defendants knowingly and recklessly caused Yehuda Saban, a locksmith technician employed by Dependable Locks, to provide locksmith services to a customer for pay, when he was illegally residing in the United States and unauthorized to work as a locksmith technician.

B. On or about June 26, 2008, in the Eastern District of Missouri, the defendants knowingly and recklessly caused Yehuda Saban, a locksmith technician employed by Dependable Locks, to provide locksmith services to a customer for pay, when he was illegally residing in the United States and unauthorized to work as a locksmith technician.

C. On or about August 22, 2008, in the Eastern District of Missouri, the defendants knowingly and recklessly caused Yehuda Saban, a locksmith technician employed by Dependable Locks, to provide locksmith services to a customer for pay, when he was illegally residing in the United States and unauthorized to work as a locksmith technician.

D. On or about September 15, 2008, in the Eastern District of Missouri, the defendants knowingly and recklessly caused Yehuda Saban, a locksmith technician employed by Dependable Locks, to provide locksmith services to a customer for pay, when he was illegally residing in the United States and unauthorized to work as a locksmith technician.

E. On or about September 23, 2008, in the Eastern District of Missouri, the defendants knowingly and recklessly caused Yehuda Saban, a locksmith technician employed by Dependable Locks, to provide locksmith services to a customer for pay, when he was illegally residing in the United States and unauthorized to work as a locksmith technician.

All in violation Title 8, United States Code, Section 1324(a)(1)(A)(v)(I), and punishable under Title 8, United States Code, Section 1324(a)(1)(B)(i).

COUNT XI
Employment of Unauthorized Aliens

The Grand Jury further charges that:

36. Paragraphs 1 through 35 of this Indictment are realleged and incorporated by reference herein.

37. Between on or about January 31, 2006, and November 4, 2009, in the Eastern District of Missouri, and elsewhere,

DAVID PEER,
ADAM OLIVKOVICH, and
MOSHE AHARONI,

Defendants herein, did hire and cause to be hired for employment aliens, knowing said aliens were unauthorized with respect to such employment, and, after hiring the aliens for employment, did continue to employ and cause to be employed said aliens in the United States knowing the aliens were or had become unauthorized with respect to such employment; and did engage in a pattern and practice of such violations.

In violation of Title 8, United States Code, Section 1324a(a)(1)(A) and (a)(2), and Title 18, United States Code, Section 2; and punishable under Title 8, United States Code, Section 1324a(f)(1).

FORFEITURE ALLEGATION

The Grand Jury further finds by probable cause that:

18 U.S.C. § 371 - conspiracy to commit any specified unlawful activity - proceeds

1. The allegations contained in Count I of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), upon conviction of a conspiracy to violate sections 1341 and 1343, in violation of Title 18, United States Code, Section 371, the defendants shall forfeit to the United States of America any property, real or personal, which constitutes or is derived from proceeds traceable to said violation. The property to be forfeited includes, but is not limited to, the following:

- a. \$124,953.92 in US currency from JPMorganChase account ending in 7984;
- b. \$11,592.00 in US currency;
- c. \$11,484.90 in US currency;
- d. \$885.00 in Canadian currency;
- e. Money Orders as set forth below:

Issuer	Date Issued	Serial Number	Amount
USPS	11/2/2009	1703740809	\$42.00
USPS	11/2/2009	1661479841	\$500.00
USPS	11/2/2009	1697595486	\$171.56
USPS	11/3/2009	1717704506	\$738.65
USPS	11/3/2009	1733287251	\$216.00

USPS	11/3/2009	1739158645	\$49.00
USPS	11/3/2009	1755518956	\$49.00
MoneyGram	11/3/2009	68651596970	\$500.00
Money Gram	11/3/2009	68651596981	\$500.00
Money Gram	11/3/2009	68651596992	\$152.94
Chase	11/3/2009	9780000400	\$416.11

f. A money judgment as authorized under Fed.R.Crim.P. 32.2.

18 U.S.C. § 1341 - Mail Fraud

1. The allegations contained in Counts II-VI of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the offenses in violation of Title 18, United States Code, Section 1341 set forth in Counts II-VI of this Indictment, the defendants shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense(s). The property to be forfeited includes, but is not limited to, the following:

- a. \$124,953.92 in US currency from JPMorganChase account ending in 7984;
- b. \$11,592.00 in US currency;
- c. \$11,484.90 in US currency;
- d. \$885.00 in Canadian currency;
- e. Money Orders as set forth below:

Issuer	Date Issued	Serial Number	Amount
USPS	11/2/2009	1703740809	\$42.00
USPS	11/2/2009	1661479841	\$500.00
USPS	11/2/2009	1697595486	\$171.56
USPS	11/3/2009	1717704506	\$738.65
USPS	11/3/2009	1733287251	\$216.00
USPS	11/3/2009	1739158645	\$49.00

USPS	11/3/2009	1755518956	\$49.00
MoneyGram	11/3/2009	68651596970	\$500.00
Money Gram	11/3/2009	68651596981	\$500.00
Money Gram	11/3/2009	68651596992	\$152.94
Chase	11/3/2009	9780000400	\$416.11

f. A money judgment as authorized under Fed.R.Crim.P. 32.2.

8 U.S.C. § 1324 Conspiracy to Harbor Illegal Aliens

1. The allegations contained in Count X of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 982(a)(6) as well as Title 8, United States Code, Section 1324(b) and 28 United States Code, Section 2461.

2. Pursuant to Title 18, United States Code, Section 982(a)(6), upon conviction of an offense in violation of Title 18, United States Code, Section 1324, the defendants shall forfeit to the United States of America, any property, real or personal, that constitutes or is derived from or is traceable to the proceeds obtained directly or indirectly from the commission of the offense of which the defendants are convicted, and any property, real or personal, used to facilitate or intended to be used to facilitate the commission of the offense of which the defendants are convicted.

3. Pursuant to Title 8, United States Code, Section 1324(b) and 28 United States Code, Section 2461, upon conviction of an offense in violation of Title 8, United States Code, Section 1324(a), the gross proceeds of the violation, and any property traceable to such proceeds, shall be subject to forfeiture.

4. The property to be forfeited includes, but is not limited to, the following:

- a. \$124,953.92 in US currency from JPMorganChase account ending in 7984;
- b. \$11,592.00 in US currency;
- c. \$11,484.90 in US currency;

- d. \$885.00 in Canadian currency;
- e. Money Orders as set forth below:

Issuer	Date Issued	Serial Number	Amount
USPS	11/2/2009	1703740809	\$42.00
USPS	11/2/2009	1661479841	\$500.00
USPS	11/2/2009	1697595486	\$171.56
USPS	11/3/2009	1717704506	\$738.65
USPS	11/3/2009	1733287251	\$216.00
USPS	11/3/2009	1739158645	\$49.00
USPS	11/3/2009	1755518956	\$49.00
MoneyGram	11/3/2009	68651596970	\$500.00
Money Gram	11/3/2009	68651596981	\$500.00
Money Gram	11/3/2009	68651596992	\$152.94
Chase	11/3/2009	9780000400	\$416.11

- f. A money judgment as authorized under Fed.R.Crim.P. 32.2.

8 U.S.C. § 1324a Employment of Unauthorized Aliens

1. The allegations contained in Count XI of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 982(a)(6).

2. Pursuant to Title 18, United States Code, Section 982(a)(6), upon conviction of an offense in violation of Title 18, United States Code, Section 1324a, the defendants shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from or is traceable to the proceeds obtained directly or indirectly from the commission of the offense of which the defendants are convicted and any property, real or personal, used to facilitate or intended to be used to facilitate the commission of the offense of which the defendants are convicted. The property to be forfeited includes, but is not limited to, the following:

- a. \$124,953.92 in US currency from JPMorganChase account ending in 7984;
- b. \$11,592.00 in US currency;
- c. \$11,484.90 in US currency;
- d. \$885.00 in Canadian currency;
- e. Money Orders as set forth below:

Issuer	Date Issued	Serial Number	Amount
USPS	11/2/2009	1703740809	\$42.00
USPS	11/2/2009	1661479841	\$500.00
USPS	11/2/2009	1697595486	\$171.56
USPS	11/3/2009	1717704506	\$738.65
USPS	11/3/2009	1733287251	\$216.00
USPS	11/3/2009	1739158645	\$49.00
USPS	11/3/2009	1755518956	\$49.00
MoneyGram	11/3/2009	68651596970	\$500.00
Money Gram	11/3/2009	68651596981	\$500.00
Money Gram	11/3/2009	68651596992	\$152.94
Chase	11/3/2009	9780000400	\$416.11

- f. A money judgment as authorized under Fed.R.Crim.P. 32.2.

Substitute Assets

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 pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL.

FOREPERSON

RICHARD G. CALLAHAN
United States Attorney

D. JOHN SAUER, #2594570
Assistant United States Attorney