UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 03-20138 CR-MARRA

18 U.S.C. § 371
18 U.S.C. § 1343
18 U.S.C. § 1951
18 U.S.C. § 1956(h)
18 U.S.C. § 2

MAGISTRATE JUDGE
SELTZER

UNITED STATES OF AMERICA

v.

EXPRESS VAN LINES,
NIV BORSUK,
a/k/a "Steve Brous,"
MEIR PEREZ,
a/k/a "Mike,"
ADI MEIROVITCH,
a/k/a "Julie Tal,"
ILANIT FITOUSSI,
a/k/a "Ally Monroe," and
ELIZABETH HARTENBERGER,
a/k/a "Libby Harte,"

Defendants /

FILED by D.C.
MAG. SEC.
FEB 13 2003
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times relevant to this Indictment:

1. Defendant **EXPRESS VAN LINES ("EXPRESS")** was a moving company, with offices in Miami, Florida, engaged in the interstate transportation of household goods ("goods") for members of the public.

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2. Defendant **NIV BORSUK**, also known as ("a/k/a") "Steve Brous," was a resident of Miami, Florida, and was the owner, officer, director and registered agent of **EXPRESS**. As owner of **EXPRESS**, defendant **NIV BORSUK** ran the day-to-day operations of the company. Defendant **NIV BORSUK** had signatory authority on **EXPRESS** bank accounts.

3. Defendant **MEIR PEREZ**, a/k/a "Mike," was a resident of Plantation, Florida, and was the dispatcher for defendant **EXPRESS**. As dispatcher, defendant **MEIR PEREZ** scheduled the pick up and delivery of customer goods.

4. Defendant **ADI MEIROVITCH**, a/k/a "Julie Tal," was a resident of Sunny Isles Beach, Florida, and was a customer service representative for defendant **EXPRESS**. As a customer service representative, defendant **ADI MEIROVITCH** handled customer complaints.

5. Defendant **ILANIT FITOUSSI**, a/k/a "Ally Monroe," was a resident of Hollywood, Florida, and was a sales representative for defendant **EXPRESS**. As a sales representative for defendant **EXPRESS**, defendant **ILANIT FITOUSSI** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

6. Defendant **ELIZABETH HARTENBERGER**, a/k/a "Libby Harte," was a resident of Aventura, Florida, and was a sales representative for defendant **EXPRESS**. As a sales representative for defendant **EXPRESS**, defendant **ELIZABETH HARTENBERGER** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

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COUNT 1
(Conspiracy: 18 U.S.C. § 371)

1. Paragraphs 1 through 6 of the General Allegations section are realleged and incorporated as though fully set forth herein.

2. From in or around April, 2001, and continuing through November, 2001, at Miami, Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

EXPRESS VAN LINES,
NIV BORSUK,
a/k/a "Steve Brous,"
MEIR PEREZ,
a/k/a "Mike,"
ADI MEIROVITCH,
a/k/a "Julie Tal,"
ILANIT FITOUSSI,
a/k/a "Ally Monroe," and
ELIZABETH HARTENBERGER,
a/k/a "Libby Harte,"

did knowingly and willfully combine, conspire, confederate, and agree with each other, and with others known and unknown to the Grand Jury, to commit the following offenses against the United States, to wit: wire fraud, in violation of 18 U.S.C. § 1343; and extortion, in violation of 18 U.S.C. § 1951.

OBJECT OF THE CONSPIRACY

3. It was the object of the conspiracy for the defendants to unjustly enrich themselves by luring customers into doing business with defendant **EXPRESS** by offering them low moving estimates, subsequently fraudulently inflating the price of the moves, and thereafter withholding delivery of their goods until they paid the inflated price to defendant **EXPRESS**.

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MANNER AND MEANS

The manner and means by which the defendants sought to accomplish the object of the conspiracy included the following:

4. Defendant **EXPRESS** falsely represented itself to the public as a reputable and reliable moving company.

5. Defendants **ELIZABETH HARTENBERGER,** a/k/a "Libby Harte," **ILANIT FITOUSSI,** a/k/a "Ally Monroe," and other **EXPRESS** employees provided low moving estimates to customers to induce them to hire defendant **EXPRESS** to move their goods. These estimates were conveyed by telephone, electronic mail ("e-mail") or facsimile.

6. Defendant **EXPRESS'** employees would load customers' goods on to the moving truck, and then demand a fee substantially in excess of the price originally quoted to customers.

7. Defendants **NIV BORSUK,** a/k/a "Steve Brous," **ADI MEIROVITCH,** a/k/a "Julie Tal," and other **EXPRESS** employees would demand payment of the inflated price before defendant **EXPRESS** would deliver the goods.

8. When customers refused to pay the inflated price, defendants **NIV BORSUK,** a/k/a "Steve Brous," **MEIR PEREZ,** a/k/a "Mike," and other **EXPRESS** employees arranged to warehouse customers' goods and refused to divulge the location of the goods to customers.

9. Defendants **NIV BORSUK,** a/k/a "Steve Brous," **MEIR PEREZ,** a/k/a "Mike," **ADI MEIROVITCH,** a/k/a "Julie Tal," and other **EXPRESS** employees would often fail to deliver customers' goods even after the inflated payment had been made to defendant **EXPRESS.**

10. Defendants **NIV BORSUK,** a/k/a "Steve Brous," **ADI MEIROVITCH,** a/k/a "Julie Tal," and other **EXPRESS** employees refused to adequately compensate customers for any damaged

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or undelivered goods.

OVERT ACTS

In furtherance of the conspiracy and to achieve the objects thereof, at least one of the co-conspirators committed or caused to be committed, in the Southern District of Florida and elsewhere, at least one of the following overt acts, among others:

Victim 1: Undercover Agent

1. On or about August 13, 2001, an **EXPRESS** employee in Florida provided an undercover agent ("UCA") with the Federal Bureau of Investigation ("FBI") an estimate over the telephone of $2,046 to move the UCA's goods from Florida to Alabama and for packing materials.

2. On or about August 14, 2001, an FBI cooperating witness ("CW"), posing as the UCA's uncle, paid defendant **ILANIT FITOUSSI,** using the name "Ally," a deposit of 20% on the UCA's move.

3. On or about August 17, 2001, defendant **MEIR PEREZ,** using the name "Mike," and other **EXPRESS** employees arrived to load the UCA's goods in Ft. Lauderdale and told the CW that the move was going to cost more than was originally estimated.

4. On or about August 17, 2001, employees of defendant **EXPRESS** loaded the UCA's goods and then departed without leaving a bill of lading and without telling the CW the cost of the move.

5. On or about August 22, 2001, defendant **ADI MEIROVITCH,** using the name "Julie Tal," told the UCA by telephone in Alabama that the price of the UCA's move would be $5,363 and directed the UCA to pay $2,323 immediately.

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6. On or about August 22, 2001, defendant **MEIR PEREZ**, using the name "Mike," spoke by telephone to the UCA in Alabama and stated that most of the price increase was due to charges for packing materials, and denied that the original estimate given to the UCA specifically included the packing materials for which the UCA was charged extra.

7. On or about September 20, 2001, defendant **ADI MEIROVITCH**, using the name "Julie Tal," spoke by telephone with the UCA in Alabama and told the UCA that she must pay 70% of the total inflated price of the move before defendant **EXPRESS** would deliver the UCA's goods.

Victim 2: K.Z.

8. On or about April 20, 2001, defendant **ILANIT FITOUSSI**, using the name "Ally Monroe," sent an e-mail from Florida to K.Z. in Utah providing an estimate of $1,540 to move K.Z.'s goods from Georgia to Utah.

9. On or about April 27, 2001, defendant **EXPRESS** charged $308 to one of K.Z.'s credit cards as a deposit on the planned move.

10. On or about April 30, 2001, employees of defendant **EXPRESS** loaded K.Z's goods in Georgia and then departed without leaving a bill of lading and without providing the price of the move.

11. In or around the first week of May, 2001, defendant **ILANIT FITOUSSI**, using the name "Ally Monroe," spoke by telephone to K.Z. in Utah and told her that her goods were in storage in Florida, not on their way to Utah, and that there was a problem with the original estimate provided to K.Z.

12. In or around the first week of May, 2001, defendant **NIV BORSUK**, using the name "Steve," spoke by telephone to K.Z. in Utah and told her that the price of her move had been

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increased to $4,435.

13. Between May and August, 2001, defendant **NIV BORSUK**, using the name "Steve," spoke by telephone to K.Z. in Utah and told her that her goods would not be delivered unless she paid the inflated price.

14. Between May and August, 2001, defendant **ADI MEIROVITCH**, using the name "Julie Tal," demanded K.Z. pay the inflated price before her goods would be delivered, asking "Don't you want your stuff?"

15. On or about August 1, 2001, defendant **ADI MEIROVITCH**, using the name "Julie Tal," sent a facsimile from Florida to K.Z. in Utah agreeing that the new price of the move was $3,158 and requiring K.Z to pay 50% of the remaining balance before her goods would be scheduled for delivery.

16. On or about August 1, 2001, K.Z. in Utah sent a facsimile to defendant **ADI MEIROVITCH**, under the name "Julie Tal," in Florida authorizing a charge of 50% of the remaining balance, or $1,425, to one of her credit cards.

17. On or about August 15, 2001, defendant **EXPRESS** charged $1,425 to one of K.Z.'s credit cards, but never delivered K.Z.'s goods.

Victim 3: C.R.

18. On or about June 13, 2001, defendant **ELIZABETH HARTENBERGER**, using the name "Libby Harte," sent an e-mail from Florida to C.R. in Georgia providing an estimate of $1,750 to move C.R.'s goods from Georgia to California.

19. On or about June 18, 2001, defendant **EXPRESS** charged $350 to one of C.R.'s credit cards as a deposit on the planned move.

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20. On or about June 30, 2001, after loading the majority of C.R.'s goods on to a moving truck, an **EXPRESS** foreman informed C.R. that the price of her move had increased to $2,987.

21. On or about June 30, 2001, C.R. paid the **EXPRESS** foreman $1,846 via a personal check.

22. On or about August 16, 2001, defendant **ADI MEIROVITCH,** using the name "Julie Tal," received a facsimile from C.R. in Nebraska protesting the increased price.

23. On or about August 21, 2001, defendant **MEIR PEREZ**, using the name "Mike," spoke by telephone with C.R. in California and assured her that her goods would be delivered by August 27, 2001.

24. Between on or about September 4, 2001 and on or about September 13, 2001, defendant **NIV BORSUK**, using the name "Steve," spoke by telephone with C.R. in California regarding C.R.'s complaint that defendant **EXPRESS** had failed to deliver her belongings or compensate her for her loss.

25. On or about September 14, 2001, C.R. in California sent a facsimile to defendant **NIV BORSUK**, using the name "Steve," in Florida regarding the value of her undelivered goods.

26. On or about November 5, 2001, C.R. in California spoke by telephone with defendant **MEIR PEREZ**, using the name "Mike," seeking information on her undelivered goods.

Victims 4: C.L and E.P.

27. In or around May 2001, an **EXPRESS** employee provided C.L. with an estimate over the telephone of $2,632 to move C.L.'s and E.P.'s goods from their home in Colorado to Rhode Island.

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28. On or about June 8, 2001, defendant **EXPRESS** charged $442.40 to one of C.L.'s credit cards as a deposit on her move.

29. On or about June 16, 2001, an **EXPRESS** employee sent a facsimile from Florida to C.L. in Colorado confirming the $2,632 estimate for C.L.'s and E.P.'s move from Colorado to Rhode Island.

30. On or about June 17, 2001, after C.L.'s and E.P.'s goods had been loaded on the truck by employees of defendant **EXPRESS**, the foreman of the moving crew informed C.L. and E.P. that the price of the move had been increased to $5,042.10 and demanded that 50% of the increased price be paid.

31. On or about June 19, 2001, defendant **NIV BORSUK**, using the name "Steve," agreed in a telephone call with C.L. and E.P. in Illinois to a flat fee of $4,500 and directed C.L. and E.P. to pay $2,000 by Western Union to defendant **MEIR PEREZ**, in return for which **NIV BORSUK** said delivery of the goods would be made in five to seven days.

32. On or about June 22, 2001, defendant **ELIZABETH HARTENBERGER**, using the name "Libby Harte," sent a letter by facsimile from Florida to C.L. and E.P. in Rhode Island confirming that delivery of C.L.'s and E.P.'s goods would take place five to seven days after the $2,000 payment was made.

33. On or about June 23, 2001, defendant **EXPRESS** received a $2,000 Western Union payment from C.L.

34. On or about July 8, 2001, **EXPRESS** employees arrived at C.L.'s and E.P.'s home and refused to unload their goods until they paid in cash the balance that defendant **EXPRESS** claimed

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it was owed.

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

COUNTS 2-13
(Wire Fraud: 18 U.S.C. §§ 1343 and 2)

1. Paragraphs 1 through 6 of the General Allegations section and paragraphs 4 through 10 of Count 1 are realleged and incorporated as though fully set forth herein.

SCHEME AND ARTIFICE

2. It was the object of the scheme and artifice for the defendants to unjustly enrich themselves by luring customers into doing business with defendant **EXPRESS** by offering them low moving estimates, subsequently fraudulently inflating the price of the moves, and thereafter withholding delivery of their goods until they paid the inflated price to defendant **EXPRESS**.

USE OF THE WIRES

3. On or about the dates listed below, at Miami, Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants, listed below as to each count, for the purpose of executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications, certain writings, signs, signals and sounds, as more specifically described below:

COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
2	04/20/01	**NIV BORSUK, ILANIT FITOUSSI**	E-mail from **ILANIT FITOUSSI**, a/k/a "Ally Monroe," in Florida to K.Z. in Utah conveying an estimate.
3	06/13/01	**NIV BORSUK, ELIZABETH HARTENBERGER**	E-mail from **ELIZABETH HARTENBERGER**, a/k/a "Libby Harte," in Florida to C.R. in Georgia conveying an estimate.

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COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
4	06/19/01	**NIV BORSUK**	Telephone call from **NIV BORSUK**, a/k/a "Steve," in Florida with C.L. and E.P. in Illinois regarding the inflated price of the move and delivery of goods.
5	06/22/01	**NIV BORSUK, ELIZABETH HARTENBERGER**	Facsimile from **ELIZABETH HARTENBERGER**, a/k/a "Libby Harte," in Florida to C.L. and E.P. in Rhode Island regarding the inflated price of the move and delivery of goods.
6	08/01/01	**NIV BORSUK, ADI MEIROVITCH**	Facsimile from **ADI MEIROVITCH**, a/k/a "Julie Tal," in Florida to K.Z. in Utah regarding the inflated price of the move.
7	08/16/01	**NIV BORSUK, ADI MEIROVITCH**	Facsimile from C.R. in Nebraska to **ADI MEIROVITCH**, a/k/a "Julie Tal," in Florida protesting the inflated price of the move.
8	08/21/01	**NIV BORSUK, MEIR PEREZ**	Telephone call from C.R. in California to **MEIR PEREZ**, a/k/a "Mike," in Florida regarding the delivery of her goods.
9	08/22/01	**NIV BORSUK, ADI MEIROVITCH**	Telephone call from UCA in Alabama to **ADI MEIROVITCH**, a/k/a "Julie Tal," in Florida regarding the inflated price of the move.
10	08/22/01	**NIV BORSUK, MEIR PEREZ**	Telephone call from UCA in Alabama to **MEIR PEREZ**, a/k/a "Mike," in Florida regarding the inflated price of the move.
11	09/14/01	**NIV BORSUK**	Facsimile from C.R. in California to **NIV BORSUK**, a/k/a "Steve," in Florida regarding the value of C.R.'s undelivered goods.
12	09/20/01	**NIV BORSUK, ADI MEIROVITCH**	Telephone call from UCA in Alabama to **ADI MEIROVITCH**, a/k/a "Julie Tal," in Florida regarding payment of the inflated price of the move.
13	11/05/01	**NIV BORSUK, MEIR PEREZ**	Telephone call from C.R. in California to **MEIR PEREZ**, a/k/a "Mike," in Florida regarding the location of her undelivered goods.

All in violation of Title 18, United States Code, Sections 1343 and 2.

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COUNTS 14-16
(Extortion: 18 U.S.C. §§ 1951 and 2)

1. Paragraphs 1 through 6 of the General Allegations section and paragraphs 4 through 10 of Count 1 are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at Miami, Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants, listed as to each count below, did unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce by means of extortion by agreeing to receive money for moving services from customers, with their consent induced by the wrongful use of fear of economic harm, in that, defendants threatened to withhold delivery of customers' goods unless they paid the money that **EXPRESS** claimed it was owed.

COUNT	DATES	DEFENDANTS	VICTIM(S)
14	04/20/01 - 11/30/01	**NIV BORSUK, ADI MEIROVITCH**	K.Z.
15	08/13/01 - 11/30/01	**NIV BORSUK, ADI MEIROVITCH**	UCA
16	05/01/01 - 07/08/01	**NIV BORSUK**	C.L. and E.P.

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNT 17
(Conspiracy to Commit Money Laundering: 18 U.S.C. § 1956(h))

1. Paragraphs 1 through 6 of the General Allegations section and paragraphs 4 through 10 of Count 1 are realleged and incorporated as though fully set forth herein.

2. From on or about April, 2001, and continuing through November, 2001, at Miami,

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Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

EXPRESS VAN LINES,
and
NIV BORSUK,
a/k/a "Steve Brous,"

did knowingly and willfully combine, conspire, confederate and agree with each other, and with others known and unknown to the Grand Jury, to commit certain offenses under Title 18, United States Code, Section 1956, as follows: to conduct and attempt to conduct financial transactions affecting interstate commerce, which transactions involved the proceeds of a specified unlawful activity, that is, wire fraud and extortion, in violation of Title 18, United States Code, Sections 1343 and 1951, knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, and with the intent to promote the carrying on of such specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i).

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

A TRUE BILL

Robert P. Soper

FOREPERSON

MARCOS DANIEL JIMENEZ
UNITED STATES ATTORNEY

JOAN M. SILVERSTEIN
ASSISTANT UNITED STATES ATTORNEY

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