UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

05-60029 CASE NO. CR-COHN MAGISTRATE JUDGE SNOW

18 U.S.C. § 371
18 U.S.C. § 401(3)
18 U.S.C. § 1341
18 U.S.C. § 2

FILED by _____ D.C.
FEB 15 2005
CLARENCE MADDOX
CLERK U.S DIST. CT.
S.D. OF F.A FT. LAUD.

UNITED STATES OF AMERICA

vs.

HARRIS COHEN,
ALEX MONCAYO, and
MICHAEL BORZILLO,
a/k/a "Michael Chiello,"
a/k/a "Michael Brazil,"

Defendants.
_____/

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At various times relevant to this Indictment:

1. AmeriP.O.S. Inc. ("AmeriP.O.S.") was a Florida corporation incorporated in or around August 2002. AmeriP.O.S.'s principal place of business was located in Broward County at 1250 E. Hallandale Beach Boulevard, Suite 505, Hallandale, Florida.

2. AmeriP.O.S. engaged in the sale of point-of-sale ("P.O.S.") terminal business opportunities. For a minimum purchase price of approximately $12,000, potential purchasers were

told they would receive several P.O.S. terminals, along with assistance in establishing, maintaining, and operating a P.O.S. terminal business. According to the defendants and their co-conspirators, a business opportunity purchaser, known as a "distributor," would earn substantial profits when members of the public purchased products, such as pre-paid debit cards, pre-paid phone cards, and pre-paid Internet services, from the distributor's P.O.S. terminals.

Defendants

3. Defendant **HARRIS COHEN** was an undisclosed principal of AmeriP.O.S. **HARRIS COHEN** hired and fired AmeriP.O.S. employees, arranged for printing of AmeriP.O.S.'s promotional materials and the purchase of P.O.S. terminals from the manufacturer, and performed various other services on AmeriP.O.S.'s behalf.

a. The Federal Trade Commission (the "FTC") is a federal agency that seeks to ensure that the nation's markets function competitively and are free of acts or practices that are unfair or deceptive. On or about September 29, 1998, the FTC began a civil lawsuit in the United States District Court for the Southern District of Florida against **HARRIS COHEN** and others in a case styled *Federal Trade Commission v. Stephen I. Tashman, et al.*, Case No. 98-7058-CIV-RYSKAMP.

b. On or about June 14, 2000, the District Court in Case No. 98-7058-CIV-RYSKAMP issued a clear and specific court order (the "Order") that, among other things, commanded the following in Section II(B):

"Before engaging in . . . the sale of business opportunities whether directly, indirectly, or in concert with others, or through intermediaries, business entities, or other devices Defendant Harris Cohen shall obtain a performance bond in the amount of $75,000 (Seventy-five Thousand Dollars)."

c. For purposes of the Order, the term "Business Opportunity" was defined as:

"[A]ny written or oral business arrangement, however denominated, . . . which consists of the payment of any consideration for:

A. The right or means to offer, sell, or distribute goods or services . . . ; and
B. Assistance to any person or entity in connection with or incident to the establishment, maintenance, or operation of a new business or the entry by an existing business into a new line or type of business."

d. Section II(H) of the Order required **HARRIS COHEN** to provide a copy of the $75,000 performance bond to the Regional Director of the FTC's Southeast Region, in Atlanta, Georgia, at least 10 days before commencing the sale of business opportunities.

4. Defendant **ALEX MONCAYO** was an AmeriP.O.S. salesman who held himself out as AmeriP.O.S.'s "Director" and a "Territory Director."

5. Defendant **MICHAEL BORZILLO, a/k/a "Michael Chiello," a/k/a "Michael Brazil,"** was an AmeriP.O.S. reference who held himself out to potential purchasers as a successful AmeriP.O.S. distributor.

COUNT 1
(Conspiracy: 18 U.S.C. § 371)

1. Paragraphs 1 through 5 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around October 2002, through in or around May 2004, in Broward County, in the Southern District of Florida, and elsewhere, the defendants,

HARRIS COHEN,
ALEX MONCAYO, and
MICHAEL BORZILLO,
a/k/a "Michael Chiello,"
a/k/a "Michael Brazil,"

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 against the United States, that is:

(a) to knowingly and willfully devise and intend to devise a scheme and artifice to defraud and to obtain money and property from others by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and knowingly causing to be delivered certain mail matter by a private and commercial interstate carrier, according to the directions thereon, for the purpose of executing the scheme, in violation of Title 18, United States Code, Section 1341; and

(b) to knowingly and willfully devise and intend to devise a scheme and artifice to defraud, and to obtain money and property from others by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and transmitting and causing to be transmitted certain wire communications in interstate and foreign

commerce, for the purpose of executing the scheme, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE CONSPIRACY

3. It was the purpose of the conspiracy for defendants to unlawfully enrich themselves by misappropriating monies from potential business opportunity purchasers by making materially false representations, omitting to state material facts, and concealing material facts concerning, among other things, expected profits, the services provided to distributors, and the authenticity of AmeriP.O.S. references.

MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which the defendants sought to accomplish the objects and purpose of the conspiracy included, among others, the following:

4. The defendants and their co-conspirators, directly and indirectly, incorporated AmeriP.O.S. in August 2002. Thereafter, they placed advertisements on television, on the Internet, and in other media across the country, misrepresenting the profits that could be earned by purchasing an AmeriP.O.S. distributorship, and urging consumers to telephone a number that appeared in the advertisements.

5. Individuals who telephoned AmeriP.O.S. in response to its advertisements ("potential purchasers") were placed in touch with salesmen. The defendants and their co-conspirators used salesmen called "fronters" as the first point of contact with potential purchasers. The defendants and their co-conspirators, directly and indirectly, instructed fronters on what to say to potential purchasers, as described below.

6. Fronters outlined the opportunity and determined whether the potential purchaser "qualified" to purchase an AmeriP.O.S. business opportunity and thereby become a "distributor." Fronters claimed that AmeriP.O.S. previously placed P.O.S. terminals in tremendously successful locations. Fronters said that AmeriP.O.S. wanted to set up terminals across the country with the help of distributors. Fronters further explained that purchasers would receive several P.O.S. terminals.

7. According to the fronters, AmeriP.O.S. found store locations in the purchaser's geographic area to place the terminals. The machines would then sell prepaid debit cards, pre-paid phone cards, pre-paid Internet services, and many other products and services. The AmeriP.O.S. distributor would receive commissions based upon sales from those terminals.

8. "Qualified" potential purchasers were transferred to another AmeriP.O.S. salesperson known to the defendants and their co-conspirators as a "closer." The defendants and their co-conspirators instructed closers on what to say, as described below.

9. The closer generally identified himself to potential purchasers as a "Territory Director" who was responsible for setting up distributors in the potential purchasers' geographic area. In reality, a closer did not specialize in any particular area of the country and took calls from any place in the United States. The closer and potential purchaser scheduled an appointment to speak at a time after the potential purchaser received the AmeriP.O.S. brochure and spoke with AmeriP.O.S.'s references, as described below.

10. Using Fedex, the defendants and their co-conspirators sent potential purchasers professional-looking, glossy brochures. The brochures represented that, in addition to the terminals themselves, AmeriP.O.S. "provid[es] our distributors with many retail outlets to sell a variety of pre-paid products at no additional cost."

11. The defendants and their co-conspirators enclosed in the brochures a document entitled "Business Forecast/Daily Statistics." This document, which changed over time, purportedly described the performance of AmeriP.O.S. terminals. From in or around October 2002, through in or around September 2003, this document purported to state what a "Below Average Performing Terminal" earned, and what an "Average Performing Terminal" earned. In or around October 2003, AmeriP.O.S. changed the "Business Forecast/Daily Statistics" page of the brochure to state that the forecasts were "examples." AmeriP.O.S. salesmen, however, continued to represent that the examples were typical of actual terminal performance.

12. The defendants and their co-conspirators, directly and indirectly, provided potential purchasers with the names of references who claimed both to have had success operating AmeriP.O.S. terminals and who vouched for the support and assistance that AmeriP.O.S. provided. After the potential purchaser received the brochure by Fedex and spoke with references, the AmeriP.O.S. closer made an extended sales pitch to the potential purchaser. During this sales pitch, the closer made a number of representations about the AmeriP.O.S. business opportunity, earnings projections, earnings of prior purchasers, and the help and support AmeriP.O.S. provided.

13. The defendants and their co-conspirators used a transaction called "Back-from-the-Dead," or "BFD," to attempt to resurrect any deal that the closer failed to close. If the closer was unsuccessful, another salesman called the potential purchaser back within a few days or weeks in an attempt to resurrect the deal. This BFD salesman falsely represented that another person had cancelled a large order of terminals for personal reasons and that, as a result, AmeriP.O.S. could offer these terminals to the purchaser for a substantially reduced rate.

14. The defendants and their co-conspirators used a transaction called a "load" to induce individuals who purchased the AmeriP.O.S. business opportunity to purchase more. If a closer was successful at closing a sale, another salesperson, known to the defendants and their co-conspirators as a "loader," would contact the distributor within a few days or weeks for the purpose of soliciting an additional investment. Like the BFD salesman, the loader falsely claimed that another person had cancelled a large order of terminals for personal reasons and that, as a result, AmeriP.O.S. could offer these terminals to the purchaser for a substantially reduced rate.

15. To fraudulently induce others to purchase business opportunities, the defendants provided and made, and caused others to provide and make, numerous materially false statements, and the defendants concealed and omitted, and caused others to conceal and omit material facts from potential purchasers, including, among others, the following:

Materially False Statements

a. That, after making their investment, the only thing distributors needed to do was plug in the terminals and put up posters and that AmeriP.O.S. performed all the legwork of the business when, in truth and in fact, the most difficult and time consuming part of the business, securing viable locations in which to place the terminals, was largely the distributor's responsibility because of AmeriP.O.S.'s inability and unwillingness to do so;

b. That AmeriP.O.S. would secure high-traffic, profitable locations for distributors to place their terminals in the distributor's respective local areas, when, in truth and in fact, AmeriP.O.S. was frequently unsuccessful at providing its distributors with local terminal locations, much less high-traffic locations;

c. That AmeriP.O.S. had already found locations for placement of distributors' terminals that would be available to a distributor as soon as he or she paid the initial investment when, in truth and in fact, AmeriP.O.S. did not have locations for the purchaser's terminals at the time he or she invested;

d. That if a terminal underperformed in a given location, AmeriP.O.S. would relocate the terminal for free when, in truth and fact, AmeriP.O.S. locators were so far behind in finding initial locations for distributors' terminals that they did not have time to relocate underperforming machines;

e. That the number of distributors AmeriP.O.S. established in a given geographic territory was limited when, in truth and in fact, the only limitation to the willingness of defendants and their co-conspirators to accept a person as a distributor was whether he or she had enough money to pay the purchase price;

f. That the tables listed on the "Business Forecast" sheet of AmeriP.O.S. brochures accurately represented the commissions earned by a below-average and an average AmeriP.O.S. terminal when, in truth and in fact, below-average and average AmeriP.O.S. terminals, respectively, earned substantially less money than the amounts shown in the brochures;

g. That AmeriP.O.S. terminals owned by **MICHAEL BORZILLO** had been placed in high-profit locations when, in truth and in fact, **MICHAEL BORZILLO** never had high-profit locations and had no locations at all at the time he spoke with a number of potential purchasers;

h. That AmeriP.O.S. terminals in the so-called worst locations made $150 per location per month when, in truth and in fact, terminals actually earned far less;

i. That a distributor should expect to earn back the cost of his or her investment in the AmeriP.O.S. business opportunity in 14 months or less when, in truth and in fact, not a single distributor had earned back his or her investment in 14 months or less;

j. That prior distributors had earned back their investments in 14 months or less when, in truth and in fact, none had done so;

k. That AmeriP.O.S. was only successful if its distributors were successful when, in truth and in fact, AmeriP.O.S. and the defendants made the vast majority of their profits through the sale of business opportunities, not through terminal transactions;

l. That the AmeriP.O.S. business opportunity was a profitable one when, in truth and in fact, no distributor earned back his or her entire investment and made a profit during AmeriP.O.S.'s existence;

m. That the reason that salesmen known to the defendants as loaders and BFD salesmen were able to sell AmeriP.O.S. terminals at a price greatly reduced from the original offering price was because another distributor had cancelled a large order for personal reasons when, in truth and in fact, there had been no such cancellations;

n. That AmeriP.O.S. was "composed of experienced business executives who bring together relevant business operating experience, strategic planning capability, key business development and financing relationships and vision," when, in truth and in fact, AmeriP.O.S. was composed of telemarketers and boiler room managers, whose business experience consisted of selling various sorts of failed business opportunities;

Omission and Concealment of Material Facts

o. That two of the founders and principals of AmeriP.O.S., **HARRIS COHEN** and an unindicted co-conspirator, were defendants in a civil lawsuit, *Federal Trade Commission v. Stephen I. Tashman, et al.*, Case No. 98-7058-CIV-RYSKAMP (S.D. Fla.), in which the FTC alleged that **HARRIS COHEN** and the unindicted co-conspirator had misrepresented the earnings potential, exclusivity of territorial rights, and availability of prime locations for pre-paid telephone card vending machines;

p. That a founder and principal of AmeriP.O.S., **HARRIS COHEN**, was required by a court order issued in *Federal Trade Commission v. Stephen I. Tashman, et al.*, to post a performance bond of $75,000 before selling business opportunities;

q. That a founder and principal of AmeriP.O.S., an unindicted co-conspirator, was banned by a court order issued in *Federal Trade Commission v. Stephen I. Tashman, et al.*, from selling business opportunities; and

r. That there were a number of AmeriP.O.S. distributors who were dissatisfied with their earnings and the service and support that the defendants and their co-conspirators provided, which fact was concealed from potential purchasers by:

(1) hiring a computer consultant to use Internet press releases to push negative information about AmeriP.O.S. off of the initial web pages that appeared when a potential purchaser conducted an Internet search for AmeriP.O.S.; and

(2) giving refunds to certain, dissatisfied distributors on condition that they remove Internet postings that were critical of AmeriP.O.S.

OVERT ACTS

In furtherance of the conspiracy and to achieve the objects and purpose 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:

1. In or around September 2002, **HARRIS COHEN**, in Broward County, Florida, contacted Advanced Color Graphics Group, of Broward County, Florida, to arrange for the printing of AmeriP.O.S. brochures.

2. In or around November 2002, **ALEX MONCAYO**, in Broward County, Florida, solicited L.J., of Chantilly, Virginia, by telephone to purchase an AmeriP.O.S. business opportunity.

3. In or around November 2002, **ALEX MONCAYO**, in Broward County, Florida, solicited J.D., of Tucson, Arizona, by telephone to purchase an AmeriP.O.S. business opportunity.

4. In or around January 2003, **HARRIS COHEN** placed orders for P.O.S. terminals from The Phoenix Group of St. Charles, Missouri.

5. In or around April 2003, **HARRIS COHEN** arranged for a South Carolina firm to create AmeriP.O.S. press releases for the Internet.

6. In or around May 2003, **ALEX MONCAYO**, in Broward County, Florida, solicited P.D., of Lakeville, Massachusetts, by telephone to purchase an AmeriP.O.S. business opportunity.

7. On or about July 11, 2003, **MICHAEL BORZILLO**, using the false name "Michael Chiello," spoke by telephone with F.B., of Midlothian, Virginia, about an AmeriP.O.S. business opportunity.

8. In or around July 2003, **MICHAEL BORZILLO**, using the false name "Michael Chiello," spoke by telephone with D.E., of Fort Calhoun, Nebraska, about an AmeriP.O.S. business opportunity.

9. In or around September 2003, **ALEX MONCAYO**, in Broward County, Florida, solicited A.G., of Lexington Park, Maryland, by telephone to purchase an AmeriP.O.S. business opportunity.

10. In or around September 2003, **MICHAEL BORZILLO**, using the false name "Michael Chiello," spoke by telephone with A.G., of Lexington Park, Maryland, about an AmeriP.O.S. business opportunity.

11. In or around October 2003, **MICHAEL BORZILLO**, using a false name, spoke by telephone to J.D., of Maryland, about an AmeriP.O.S. business opportunity.

12. In or around December 2003, **ALEX MONCAYO**, in Broward County, Florida, solicited D.E., of Santa Monica, California by telephone to purchase an AmeriP.O.S. business opportunity.

13. In or around December 2003, **MICHAEL BORZILLO**, using the false name "Michael Chiello," spoke by telephone with D.E., of Santa Monica, California, about an AmeriP.O.S. business opportunity.

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

COUNTS 2-13
(Mail Fraud: 18 U.S.C. §§ 1341 and 2)

1. Paragraphs 1 through 5 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around October 2002, through in or around May 2004, in Broward County, in the Southern District of Florida, and elsewhere, the defendants,

HARRIS COHEN,
ALEX MONCAYO, and
MICHAEL BORZILLO,
a/k/a "Michael Chiello,"
a/k/a "Michael Brazil,"

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud and to obtain money and property from potential purchasers by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and attempting to do so, did knowingly cause to be delivered certain mail matter by a private and commercial interstate carrier, according to the directions thereon.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice for defendants to unlawfully enrich themselves by misappropriating monies from potential business opportunity purchasers by making materially false representations, omitting to state material facts, and concealing material facts concerning, among other things, expected profits, the services provided to distributors, and the authenticity of AmeriP.O.S. references.

MANNER AND MEANS OF THE SCHEME AND ARTIFICE

4. The allegations in Paragraphs 4 through 15 of the Manner and Means section of Count 1 of this Indictment are realleged and incorporated by reference as though fully set forth herein as a description of the manner and means of the scheme and artifice.

USE OF THE MAILS

5. On or about the dates listed as to each count below, the defendants identified as to each count, for the purpose of executing and in furtherance of the aforesaid scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and attempting to do so, did knowingly cause to be delivered by a private and commercial interstate carrier, according to the directions thereon, the items identified below as to each count:

COUNT	DEFENDANTS	APPROX. DATE	DESCRIPTION OF ITEM SENT
2	**HARRIS COHEN and ALEX MONCAYO**	11/02	Payment for business opportunity of J.D. sent by FedEx from Tucson, Arizona to AmeriP.O.S. in Hallandale, Florida.
3	**HARRIS COHEN and ALEX MONCAYO**	11/02	Payment for business opportunity of L.J. sent by FedEx from Chantilly, Virginia to AmeriP.O.S. in Hallandale, Florida.
4	**HARRIS COHEN and ALEX MONCAYO**	04/03	Payment for business opportunity of A.B. sent by FedEx from Boulder, Colorado to AmeriP.O.S. in Hallandale, Florida.
5	**HARRIS COHEN and ALEX MONCAYO**	05/03	Payment for business opportunity of P.D. sent by FedEx from Lakeville, Massachusetts to AmeriP.O.S. in Hallandale, Florida.
6	**HARRIS COHEN and MICHAEL BORZILLO**	07/03	Payment for business opportunity of F.B. sent by FedEx from Midlothian, Virginia to AmeriP.O.S. in Hallandale, Florida.

COUNT	DEFENDANTS	APPROX. DATE	DESCRIPTION OF ITEM SENT
7	**HARRIS COHEN and MICHAEL BORZILLO**	07/03	Payment for business opportunity of D.E. sent by FedEx from Fort Calhoun, Nebraska to AmeriP.O.S. in Hallandale, Florida.
8	**HARRIS COHEN, ALEX MONCAYO, and MICHAEL BORZILLO**	09/03	Payment for business opportunity of A.G. sent by FedEx from Lexington Park, Maryland to AmeriP.O.S. in Hallandale, Florida.
9	**HARRIS COHEN, ALEX MONCAYO, and MICHAEL BORZILLO**	10/03	Payment for business opportunity of C.G. sent by FedEx from Manorville, New York to AmeriP.O.S. in Hallandale, Florida.
10	**HARRIS COHEN and MICHAEL BORZILLO**	11/03	Payment for business opportunity of J.D. sent by FedEx from Leonardtown, Maryland to AmeriP.O.S. in Hallandale, Florida.
11	**HARRIS COHEN, ALEX MONCAYO, and MICHAEL BORZILLO**	12/03	Payment for business opportunity of D.E. sent by FedEx from Santa Monica, California to AmeriP.O.S. in Hallandale, Florida.
12	**HARRIS COHEN and ALEX MONCAYO**	02/24/04	Payment for business opportunity of B.E. sent by FedEx from El Dorado Hills, California to AmeriP.O.S. in Hallandale, Florida.
13	**HARRIS COHEN and ALEX MONCAYO**	03/04	Payment for business opportunity of D.E. sent by FedEx from El Dorado, Kansas to AmeriP.O.S. in Hallandale, Florida.

All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT 14
(Criminal Contempt: 18 U.S.C. §§ 401(3) and 2)

1. Paragraphs 1 through 3 of the General Allegations of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around October 2002, through in or around May 2004, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

HARRIS COHEN,

did knowingly and willfully disobey and resist a lawful order, decree, and command of the United States District Court for the Southern District of Florida, namely Section II(B) of the Order issued against the defendant in connection with the case of *Federal Trade Commission v. Stephen I. Tashman, et al.*, Case No. 98-7058-CIV-RYSKAMP, as more fully set forth in Paragraph 3 of the General Allegations of this Indictment and incorporated herein, in that **HARRIS COHEN** aided and abetted others engaged in the sale of business opportunities without first obtaining a $75,000 performance bond.

All in violation of Title 18, United States Code, Sections 401(3) and 2.

A TRUE BILL

Ronald Carey
FOREPERSON

MARCOS DANIEL JIMENEZ
UNITED STATES ATTORNEY

RICHARD N. GOLDBERG
TRIAL ATTORNEY
U.S. DEPARTMENT OF JUSTICE

STEPHEN GURWITZ
SPECIAL ASSISTANT UNITED STATES ATTORNEY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

05-60029 CR-COHN

UNITED STATES OF AMERICA

vs.

Harris Cohen,
Alex Moncayo, and
Michael Borzillo,
a/k/a "Michael Chiello,"
a/k/a "Michael Brazil,"
Defendants.
_____/

CASE NO. _____

CERTIFICATE OF TRIAL ATTORNEY*

MAGISTRATE JUDGE SNOW

Superseding Case Information:

New Defendant(s) Yes ____ No ____
Number of New Defendants ____
Total number of counts ____

Court Division: (Select One)

____ Miami ____ Key West
_X_ FTL ____ WPB ____ FTP

I do hereby certify that:

1. I have carefully considered the allegations of the indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.

2. I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. Section 3161.

3. Interpreter: (Yes or No) No
List language and/or dialect _____

4. This case will take 20 days for the parties to try.

5. Please check appropriate category and type of offense listed below:

(Check only one)			(Check only one)	
I	0 to 5 days	____	Petty	____
II	6 to 10 days	____	Minor	____
III	11 to 20 days	X	Misdem.	____
IV	21 to 60 days	____	Felony	X
V	61 days and over	____		

6. Has this case been previously filed in this District Court? (Yes or No) No
If yes:
Judge: _____ Case No. _____
(Attach copy of dispositive order)
Has a complaint been filed in this matter? (Yes or No) No
If yes:
Magistrate Case No. _____
Related Miscellaneous numbers: _____
Defendant(s) in federal custody as of _____
Defendant(s) in state custody as of _____
Rule 20 from the _____ District of _____

Is this a potential death penalty case? (Yes or No) No

7. Does this case originate from a matter pending in the U.S. Attorney's Office prior to April 1, 2003? ____ Yes X No

8. Does this case originate from a matter pending in the U. S. Attorney's Office prior to April 1, 1999? ____ Yes X No
If yes, was it pending in the Central Region? ____ Yes ____ No

9. Does this case originate from a matter pending in the Northern Region of the U.S. Attorney's Office prior to October 14, 2003? ____ Yes X No

10. Does this case originate from a matter pending in the Narcotics Section (Miami) prior to May 18, 2003? ____ Yes X No

Derek Finkle for

Stephen Gurwitz
Special Assistant United States Attorney
Court No. A550379

*Penalty Sheet(s) attached

REV.1/14/04

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

05-60029

PENALTY SHEET

Defendant's Name: HARRIS COHEN **Case No:** CR-COHN

MAGISTRATE JUDGE
SNOW

Count #: 1

Conspiracy to commit wire and mail fraud.

18 U.S.C. § 371

***Max Penalty:** 5 years' imprisonment

Counts #: 2 - 13

Mail Fraud

18 U.S.C. § 1341

***Max Penalty:** 20 years' imprisonment as to each count.

Count #: 14

Criminal Contempt

18 U.S.C. § 401(3)

***Max Penalty:** No statutory maximum.

Count #:

***Max Penalty:**

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

05-60029
CR-COHN

PENALTY SHEET

Defendant's Name: ALEX MONCAYO **Case No:** ~~MAGISTRATE JUDGE~~ SNOW

Count #: 1

Conspiracy to commit mail and wire fraud

18 U.S.C. § 371

***Max Penalty:** 5 years' imprisonment

Counts #: 2-5, 8-9, 11-13

18 U.S.C. § 1341

Mail Fraud

***Max Penalty:** 20 years' imprisonment as to each count

Count #:

***Max Penalty:**

Count #:

***Max Penalty:**

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

05-60029
CR-COHN

PENALTY SHEET

MAGISTRATE JUDGE
SNOW

Defendant's Name: MICHAEL BORZILLO , a/k/a "Michael Chiello," a/k/a Michael Brazil"

Case No: _____

Count #: 1

Conspiracy to commit mail and wire fraud

18 U. S. C. § 371

***Max Penalty:** 5 years' imprisonment

Counts #: 6 - 11

18 U. S. C. § 1341

Mail Fraud

***Max Penalty:** 20 years' imprisonment as to each count

Count #:

***Max Penalty:**

Count #:

***Max Penalty:**

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**