

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

2017 MAR 22 PM 4: 11

CLERK, US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DISTRICT

UNITED STATES OF AMERICA

v.

ANYI ARTICA-ROMERO
a/k/a Angie Artica-Romero
JOAQUIN MEJIA-MURILLO
MILTON NOEL ROMERO

Case No.: 3:17-cr-44-J-34 PDB
Cts. 1-2: 18 U.S.C. § 1349
Cts. 3-62: 18 U.S.C. §§ 1343 and 2
Forfeitures: 18 U.S.C. § 981(a)(1)(C)
28 U.S.C. § 2461(c)

INDICTMENT

The Grand Jury charges:

COUNT ONE

(Wire Fraud Conspiracy – Artica-Romero and Mejia-Murillo)

A. Introduction

At all times material to this Indictment:

1. JM Construction Services of Orlando Inc. ("JM Construction") was a corporation registered with the Florida Department of State. JM Construction was created in or about July, 2015, and its principal place of business was in Orange County, in the Middle District of Florida.

2. The defendant ANYI ARTICA-ROMERO, also known as Angie Artica-Romero, managed and directed JM Construction. Records of the Florida Department of State reflect that the defendant JOAQUIN MEJIA-MURILLO was the only officer or director of JM Construction.

3. Under Florida law, any contractor or subcontractor who engages in any public or private construction must secure and maintain workers' compensation

insurance. See Fla. Stat. §§ 440.10(1)(a) & 440.38(1). A contractor must require a subcontractor to provide it with evidence that it has workers' compensation insurance for its workers. Fla. Stat. § 440.10(c). Failure to maintain workers' compensation insurance is a felony. Fla. Stat. § 440.105(4)(a) & (f).

4. Proof of workers' compensation insurance is generally provided in the form of a Certificate of Liability Insurance declaring that the subcontractor has the insurance coverage. The certificate states only that the subcontractor has workers' compensation insurance and does not include the number of workers or the amount of payroll covered by the insurance policy.

B. Charge

From in or about September, 2015, through in or about August, 2016, in the Middle District of Florida, and elsewhere, the defendants

ANYI ARTICA-ROMERO,
a/k/a Angie Artica-Romero,
JOAQUIN MEJIA-MURILLO,

did knowingly and intentionally, combine, conspire, confederate, and agree with each other and with other persons, known and unknown, to transmit and cause to be transmitted by wire in interstate commerce writings, signs, signals, pictures, sounds, and communications, having devised and intended to devise a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent representations concerning workers' compensation insurance, as more fully described herein, for the purpose of executing such scheme and artifice and attempting to do so, in violation of Title 18, United States Code, Section 1343.

C. Manner and Means

The manner and means by which the defendants carried out the conspiracy and the scheme and artifice to defraud included, but were not limited to, the following:

1. On or about September 1, 2015, defendant MEJIA-MURILLO, on behalf of JM Construction, caused to be submitted, by electronic mail ("e-mail") in interstate commerce, a Florida Workers Compensation Application to AIG through Alliance Insurance Services ("Alliance") located in Orlando, in the Middle District of Florida. The application falsely represented that the workers' compensation insurance would cover six employees and an estimated payroll of \$140,800.

2. The submission of the workers' compensation insurance application caused AIG to issue a workers' compensation insurance policy to JM Construction covering the period from September 2, 2015, until September 2, 2016. The policy had liability limits of \$100,000 per accident for bodily injury by accident and \$100,000 per employee for bodily injury by disease, with a \$500,000 total policy limit for bodily injury by disease. The annual premium for the policy was \$17,152, which was based on the information provided in the application, including the number of employees and estimated payroll to be covered. The premium was based on a rating class code of 5022 (masonry).

3. The policy was modified by endorsements several times during the policy period. The first modification, which was made on December 2, 2015, and effective November 6, 2015, added three employees under rating class code 5445

(wallboard) with a payroll of \$60,000, resulting in a revised annual premium of \$21,653. The second modification, which was made on December 2, 2015, and effective November 11, 2015, increased the liability limits to \$1,000,000 per accident for bodily injury by accident and \$1,000,000 per employee for bodily injury by disease, with a \$1,000,000 total policy limit for bodily injury by disease, resulting in a revised annual premium of \$21,952. The third modification, which was made on December 2, 2015, and effective November 20, 2015, added a waiver of right to recover from others' endorsements, resulting in a revised annual premium of \$22,197. The fourth modification, which was made on December 15, 2015, and effective September 2, 2015, added two employees under rating class code 5438 (tile flooring) with a payroll of \$50,000, resulting in a revised annual premium of \$20,156. The fifth modification, which was made on April 29, 2016, and effective April 28, 2016, added three employees and increased the payroll for rating class code 5022 to \$200,800, resulting in a revised annual premium of \$32,518. The sixth modification, which was made on June 13, 2016, and effective September 2, 2015, added five employees and amended the payroll for rating class code 5022 to \$300,800, resulting in a revised annual premium of \$38,860.

4. Although the workers' compensation premium was based on the representation that JM Construction employed, at most, nineteen people and had a total annual payroll of, at most, \$410,800, the conspirators "rented" JM Construction's Certificate of Liability Insurance to construction contractors and subcontractors located in the Middle District of Florida, including contractors and

subcontractors located in Duval, Clay, Baker, St. Johns, Putnam, and Flagler Counties in the Jacksonville Division of this District.

5. As a result of the issuance of the workers' compensation insurance policy, Alliance prepared a Certificate of Liability Insurance, which certified that JM Construction carried workers' compensation insurance but did not state the number of employees or the amount of payroll covered by the insurance. The conspirators asked Alliance, often by e-mail in interstate commerce, to send the certificate to contractors and subcontractors, and Alliance sent the certificate to the contractors and subcontractors by e-mail and by facsimile transmission, to assist the contractors and subcontractors in securing construction contracts. The purpose of causing the certificate to be sent was to help carry out the conspiracy and the scheme to defraud by falsely representing that JM Construction had sufficient workers' compensation insurance, as required by Florida law.

6. Although AIG believed it was providing coverage for the number of employees and amount of payroll reflected in the workers' compensation insurance application and subsequent endorsements, the conspirators' actions caused AIG to in fact provide coverage for hundreds of workers and millions of dollars in payroll. If AIG had known the number of employees and amount of payroll it was in fact covering, it would have charged a premium in excess of \$1,000,000.

7. The contractors and subcontractors wrote payroll checks to JM Construction for work performed during discrete pay periods. The conspirators cashed the payroll checks, or caused them to be cashed, at check cashing services.

8. During the period of the conspiracy, the conspirators cashed and caused to be cashed payroll checks totaling approximately \$9,419,965. The conspirators kept approximately 4% of the cash, or a total of approximately \$376,798, as a fee.

9. After cashing the payroll checks, the conspirators distributed the cash remaining after deduction of the fee, and caused it to be distributed, to construction crew leaders, who paid the workers in cash. Many of the workers were undocumented aliens working in the United States illegally.

10. Neither JM Construction nor the contractors and subcontractors deducted state or federal payroll taxes, such as for Medicare and Social Security, from the workers' pay, in violation of state and federal law.

11. The contractors and subcontractors writing payroll checks to JM Construction and the conspirators' cashing those checks and distributing the cash to the workers resulted in the concealment of the employment of undocumented aliens working illegally in the United States.

12. On or about July 7, 2016, AIG cancelled the workers' compensation insurance policy, effective August 28, 2016.

13. On or about August 4, 2016, JM Construction was served with a Stop-Work Order by the State of Florida, Department of Financial Services, Division of Workers' Compensation. The Stop-Work Order directed JM Construction to cease all business operations and alleged that it had failed to secure the payment of workers' compensation by materially understating or concealing payroll.

14. On or about August 24, 2016, defendant MEJIA-MURILLO departed on an American Airlines flight from Miami, Florida, to Honduras and immigration authorities have no record of his returning to the United States.

All in violation of Title 18, United States Code, Section 1349.

COUNT TWO
(Wire Fraud Conspiracy – Artica-Romero and Romero)

A. Introduction

At all times material to this Indictment:

1. Milton Statewide General Services Inc. (“Milton Statewide”) was a corporation registered with the Florida Department of State. Milton Statewide was created in or about April, 2016, and its principal place of business was in Orange County, in the Middle District of Florida.

2. Records of the Florida Department of State reflect that the defendant MILTON NOEL ROMERO was the only officer or director of Milton Statewide.

3. Under Florida law, any contractor or subcontractor who engages in any public or private construction must secure and maintain workers’ compensation insurance. See Fla. Stat. §§ 440.10(1)(a) & 440.38(1). A contractor must require a subcontractor to provide it with evidence that it has workers’ compensation insurance for its workers. Fla. Stat. § 440.10(c). Failure to maintain workers’ compensation insurance is a felony. Fla. Stat. § 440.105(4)(a) & (f).

4. Proof of workers’ compensation insurance is generally provided in the form of a Certificate of Liability Insurance declaring that the subcontractor has the

insurance coverage. The certificate states only that the subcontractor has workers' compensation insurance and does not include the number of workers or the amount of payroll covered by the insurance policy.

B. Charge

From in or about August, 2016, through in or about March, 2017, in the Middle District of Florida, and elsewhere, the defendants

ANYI ARTICA-ROMERO,
a/k/a Angie Artica-Romero,
MILTON NOEL ROMERO,

did knowingly and intentionally, combine, conspire, confederate, and agree with each other and with other persons, known and unknown, to transmit and cause to be transmitted by wire in interstate commerce writings, signs, signals, pictures, sounds, and communications, having devised and intended to devise a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent representations concerning workers' compensation insurance, as more fully described herein, for the purpose of executing such scheme and artifice and attempting to do so, in violation of Title 18, United States Code, Section 1343.

C. Manner and Means

The manner and means by which the defendants carried out the conspiracy and the scheme and artifice to defraud included, but were not limited to, the following:

1. Because AIG had cancelled the workers' compensation insurance policy discussed in Count One on or about July 7, 2016, effective August 28, 2016,

and defendant MEJIA-MURILLO departed the United States on or about August 24, 2016, as reflected in paragraphs 12, 13, and 14 of Count One, defendant ARTICA-ROMERO conspired with defendant ROMERO to continue the scheme to defraud described in Count One.

2. On or about August 5, 2016, defendant ROMERO, on behalf of Milton Statewide, caused to be submitted, by electronic mail ("e-mail") in interstate commerce, a Florida Workers Compensation Application to Norguard Insurance Company ("Norguard") through Insurance Land located in Sanford, in the Middle District of Florida. The application falsely represented that the workers' compensation insurance would cover six employees and an estimated payroll of \$100,000.

3. The submission of the workers' compensation insurance application caused Norguard to issue a workers' compensation insurance policy to Milton Statewide covering the period from August 2, 2016, until July 27, 2017. The policy had liability limits of \$100,000 per accident for bodily injury by accident and \$100,000 per employee for bodily injury by disease, with a \$500,000 total policy limit for bodily injury by disease. The annual premium for the policy was \$20,002, which was based on the information provided in the application, including the number of employees and estimated payroll to be covered.

4. Although the workers' compensation premium was based on the representation that Milton Statewide employed six people and had a total annual payroll of \$100,000, the conspirators "rented" Milton Statewide's Certificate of

Liability Insurance to construction contractors and subcontractors located in the Middle District of Florida, including contractors and subcontractors located in Duval, Clay, St. Johns, and Putnam Counties in the Jacksonville Division of this District.

5. As a result of the issuance of the workers' compensation insurance policy, Insurance Land prepared a Certificate of Liability Insurance, which certified that Milton Statewide carried workers' compensation insurance but did not state the number of employees or the amount of payroll covered by the insurance. The conspirators asked Insurance Land, often by e-mail in interstate commerce, to send the certificate to contractors and subcontractors, and Insurance Land sent the certificate to the contractors and subcontractors by e-mail and by facsimile transmission, to assist the contractors and subcontractors in securing construction contracts. The purpose of causing the certificate to be sent was to help carry out the conspiracy and the scheme to defraud by falsely representing that Milton Statewide had sufficient workers' compensation insurance, as required by Florida law.

6. Although Norguard believed it was providing coverage for the number of employees and amount of payroll reflected in the workers' compensation insurance application, the conspirators' actions caused Norguard to in fact provide coverage for hundreds of workers and millions of dollars in payroll. If Norguard had known the number of employees and amount of payroll it was in fact covering, it would have charged a premium in excess of \$1,000,000.

7. The contractors and subcontractors wrote payroll checks to Milton Statewide for work performed during discrete pay periods. The conspirators cashed the payroll checks, or caused them to be cashed, at check cashing services and a federally insured financial institution.

8. During the period of the conspiracy, the conspirators cashed and caused to be cashed payroll checks totaling approximately \$10,883,772. The conspirators kept approximately 4% of the cash, or a total of approximately \$435,351, as a fee.

9. After cashing the payroll checks, the conspirators distributed the cash remaining after deduction of the fee, and caused it to be distributed, to construction crew leaders, who paid the workers in cash. Many of the workers were undocumented aliens working in the United States illegally.

10. Neither Milton Statewide nor the contractors and subcontractors deducted state or federal payroll taxes, such as for Medicare and Social Security, from the workers' pay, in violation of state and federal law.

11. The contractors and subcontractors writing payroll checks to Milton Statewide and the conspirators' cashing those checks and distributing the cash to the workers resulted in the concealment of the employment of undocumented aliens working illegally in the United States.

All in violation of Title 18, United States Code, Section 1349.

COUNTS THREE THROUGH FIFTY-SEVEN
(Wire Fraud – Artica-Romero)

A. Introduction

Part A of Count One and Part A of Count Two of this Indictment are realleged and incorporated herein.

B. Scheme and Artifice

From in or about September, 2015, through in or about March, 2017, in the Middle District of Florida, and elsewhere, the defendant

ANYI ARTICA-ROMERO,
a/k/a Angie Artica-Romero,

did knowingly devise and intend to devise, and participate in and aid and abet, a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, both oral and written, that is, a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent representations concerning workers' compensation insurance, as more fully described herein.

C. Manner and Means

Part C of Count One and Part C of Count Two of this Indictment are realleged and incorporated herein.

D. Execution of the Scheme

On or about the dates listed below, in the Middle District of Florida, and elsewhere, the defendant

ANYI ARTICA-ROMERO,
a/k/a Angie Artica-Romero,

for the purpose of executing and attempting to execute, and aiding and abetting the execution of, the scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly and with intent to defraud transmit and cause to be transmitted in interstate commerce, by means of a wire communication, certain signs, signals, and sounds, that is, e-mails, which requested the transmission of a Certificate of Liability Insurance from an insurance agency to contractors and subcontractors, as follows:

COUNT	DATE	INSURANCE AGENCY	SUBCONTRACTOR'S OR CONTRACTOR'S INITIALS AND LOCATION
THREE	September 8, 2015	Alliance	E.P. Inc. Bostwick, Putnam County
FOUR	September 27, 2015	Alliance	F.C.E. Inc. St. Augustine, St. Johns County
FIVE	September 29, 2015	Alliance	S.E. Inc. Jacksonville, Duval County
SIX	September 29, 2015	Alliance	N.F.C.G. Inc. Jacksonville, Duval County
SEVEN	September 29, 2015	Alliance	S.1S. Inc. St. Johns, St. Johns County
EIGHT	October 1, 2015	Alliance	B.P. Inc. Dover, Hillsborough County
NINE	October 5, 2015	Alliance	A.&S. Inc. Deland, Volusia County
TEN	October 6, 2015	Alliance	V.D. Inc. Oviedo, Seminole County
ELEVEN	October 7, 2015	Alliance	A.L.N.F Inc. San Mateo, Putnam County

COUNT	DATE	INSURANCE AGENCY	SUBCONTRACTOR'S OR CONTRACTOR'S INITIALS AND LOCATION
TWELVE	October 12, 2015	Alliance	S.C.S. Longwood, Seminole County
THIRTEEN	October 12, 2015	Alliance	J.S.P. Inc. Melbourne, Brevard County
FOURTEEN	October 12, 2015	Alliance	S.B. Corp. Jacksonville, Duval County
FIFTEEN	October 13, 2015	Alliance	F.C.T. Weeki Wachee, Hernando County
SIXTEEN	October 14, 2015	Alliance	B.C. Jacksonville, Duval County
SEVENTEEN	October 14, 2015	Alliance	M.P. Inc. Palatka, Putnam County
EIGHTEEN	October 20, 2015	Alliance	W.&S.P. Inc. Palatka, Putnam County
NINETEEN	October 26, 2015	Alliance	F.W. Casselberry, Seminole County
TWENTY	October 26, 2015	Alliance	A.P. Inc. Jacksonville, Duval County
TWENTY-ONE	October 29, 2015	Alliance	G.S. Sanford, Seminole County
TWENTY-TWO	October 30, 2015	Alliance	A.F.I.C. Inc. Lakeland, Polk County
TWENTY-THREE	November 4, 2015	Alliance	M.C.&L. Inc. Winter Haven, Polk County
TWENTY-FOUR	November 9, 2015	Alliance	J.D.P.V.B. Inc. Jacksonville, Duval County
TWENTY-FIVE	November 9, 2015	Alliance	C.P.&D. Inc. St. Augustine, St. Johns County
TWENTY-SIX	November 9, 2015	Alliance	B.L.T.C. LLC Jacksonville, Duval County
TWENTY-SEVEN	November 25, 2015	Alliance	T.F.G. St. Augustine, St. Johns County

COUNT	DATE	INSURANCE AGENCY	SUBCONTRACTOR'S OR CONTRACTOR'S INITIALS AND LOCATION
TWENTY-EIGHT	November 25, 2015	Alliance	T.T. Inc. Jacksonville, Duval County
TWENTY-NINE	November 30, 2015	Alliance	D.C. Inc. Flagler Beach, Flagler County
THIRTY	November 30, 2015	Alliance	H.C. Inc. Jacksonville, Duval County
THIRTY-ONE	December 2, 2015	Alliance	P.D. Jacksonville, Duval County
THIRTY-TWO	December 7, 2015	Alliance	H.S. Inc. Green Cove Springs, Clay County
THIRTY-THREE	December 7, 2015	Alliance	I.F. Inc. Orlando, Orange County
THIRTY-FOUR	December 7, 2015	Alliance	E.S. Tampa, Hillsborough County
THIRTY-FIVE	December 7, 2015	Alliance	G.F. Inc. Altamonte Springs, Seminole County
THIRTY-SIX	December 9, 2015	Alliance	D.&D.M.C. Inc. Jacksonville, Duval County
THIRTY-SEVEN	December 10, 2015	Alliance	G.S.L.C. Inc. Jacksonville, Duval County
THIRTY-EIGHT	December 15, 2015	Alliance	J.P. LLC Jacksonville, Duval County
THIRTY-NINE	December 21, 2015	Alliance	A.R.H. Jacksonville, Duval County
FORTY	December 21, 2015	Alliance	A.B.M.S. Inc. Valrico, Hillsborough County
FORTY-ONE	April 29, 2016	Alliance	R.P. Inc. Winter Springs, Seminole County
FORTY-TWO	May 11, 2016	Alliance	C.S. Apopka, Orange County
FORTY-THREE	May 13, 2016	Alliance	C. Jacksonville, Duval County

COUNT	DATE	INSURANCE AGENCY	SUBCONTRACTOR'S OR CONTRACTOR'S INITIALS AND LOCATION
FORTY-FOUR	May 17, 2016	Alliance	R.P.&D. Inc. Debary, Volusia County
FORTY-FIVE	May 19, 2016	Alliance	F.L.P.&D. Inc. Jacksonville, Duval County
FORTY-SIX	June 1, 2016	Alliance	D.&M.S.&L. Inc. St. Augustine, St. Johns County
FORTY-SEVEN	June 9, 2016	Alliance	G.S. Inc. Glen St. Mary, Baker County
FORTY-EIGHT	June 15, 2016	Alliance	T.L.C.R. LLC Kissimmee, Osceola County
FORTY-NINE	June 16, 2016	Alliance	V.C. Inc. Jacksonville, Duval County
FIFTY	June 21, 2016	Alliance	D.M.C.L. Inc. Orlando, Orange County
FIFTY-ONE	August 12, 2016	Insurance Land	F.L.P.&D. Inc. Jacksonville, Duval County
FIFTY-TWO	September 6, 2016	Insurance Land	F.C.E. Inc. St. Augustine, St. Johns County
FIFTY-THREE	September 15, 2016	Insurance Land	H.D. Inc. Land O' Lakes, Pasco County
FIFTY-FOUR	September 19, 2016	Insurance Land	P.J. LLC Maitland, Orange County
FIFTY-FIVE	October 4, 2016	Insurance Land	O.C. Inc. Casselberry, Seminole County
FIFTY-SIX	October 18, 2016	Insurance Land	M.C.&R. Inc. Jacksonville, Duval County
FIFTY-SEVEN	October 31, 2016	Insurance Land	O.P. Inc. Apopka, Orange County

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

COUNTS FIFTY-EIGHT THROUGH SIXTY-TWO
(Wire Fraud – Romero)

A. Introduction

Part A of Count Two of this Indictment is realleged and incorporated herein.

B. Scheme and Artifice

From in or about August, 2016, through in or about March, 2017, in the Middle District of Florida, and elsewhere, the defendant

MILTON NOEL ROMERO,

did knowingly devise and intend to devise, and participate in and aid and abet, a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, both oral and written, that is, a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent representations concerning workers' compensation insurance, as more fully described herein.

C. Manner and Means

Part C of Count Two of this Indictment is realleged and incorporated herein.

D. Execution of the Scheme

On or about the dates listed below, in the Middle District of Florida, and elsewhere, the defendant

MILTON NOEL ROMERO,

for the purpose of executing and attempting to execute, and aiding and abetting the execution of, the scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and

promises, did knowingly and with intent to defraud transmit and cause to be transmitted in interstate commerce, by means of a wire communication, certain signs, signals, and sounds, that is, e-mails, which requested the transmission of a Certificate of Liability Insurance from an insurance agency to contractors and subcontractors, as follows:

COUNT	DATE	INSURANCE AGENCY	SUBCONTRACTOR'S OR CONTRACTOR'S INITIALS AND LOCATION
FIFTY-EIGHT	August 8, 2016	Insurance Land	C.M.&C. Inc. Jacksonville, Duval County
FIFTY-NINE	August 9, 2016	Insurance Land	F.S.D.B. Inc. Jacksonville, Duval County
SIXTY	August 17, 2016	Insurance Land	J.D.D.C. Inc. Jacksonville, Duval County
SIXTY-ONE	August 17, 2016	Insurance Land	S.E. Inc. Jacksonville, Duval County
SIXTY-TWO	August 24, 2016	Insurance Land	A.L.N.F Inc. San Mateo, Putnam County

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

FORFEITURES

1. The allegations contained in Counts One through Sixty-Two of this Indictment are 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 an offense in violation of Title 18, United States Code, Section 1343 or Section 1349, the defendants, ANYI ARTICA-ROMERO,

JOAQUIN MEJIA-MURILLO, and MILTON NOEL ROMERO, 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.

3. As to Count One, the property to be forfeited includes, but is not limited to, a sum of money equal to at least \$376,798 in United States currency, which represents the approximate amount of proceeds the defendants obtained as a result of the conspiracy and scheme to defraud. As to Count Two, the property to be forfeited includes, but is not limited to, a sum of money equal to at least \$435,351 in United States currency, which represents the approximate amount of proceeds the defendants obtained as a result of the conspiracy and scheme to defraud.

4. 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 28, United States Code, Section 2461(c).

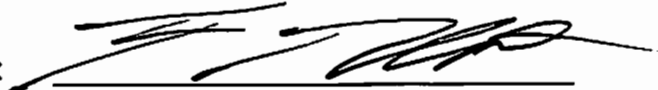
A TRUE BILL,

Michelle E. Smith
Foreperson

W. STEPHEN MULDROW
Acting United States Attorney

By: 

ARNOLD B. CORSMEIER
Assistant United States Attorney

By: 

FRANK TALBOT
Assistant United States Attorney
Acting Chief, Jacksonville Division

UNITED STATES DISTRICT COURT
Middle District of Florida
Jacksonville Division

THE UNITED STATES OF AMERICA

vs.

ANYI ARTICA-ROMERO
a/k/a Angie Artica-Romero
JOAQUIN MEJIA-MURILLO
MILTON NOEL ROMERO

INDICTMENT

Violations:

18 U.S.C. §§ 1343,1349, and 2

A true bill,

Michelle E. Smith
Foreperson

Filed in open court this 22nd day

of March, 2017.

Angel Sanchez, Deputy Clerk
Clerk

Bail \$ _____