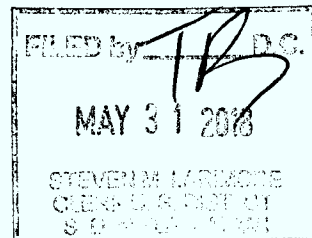


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No: **18-20452** CR-WILLIAMS

18 U.S.C. § 1343
18 U.S.C. § 2
18 U.S.C. § 981 (a)(1)(C)

/TORRES



UNITED STATES OF AMERICA

vs.

ALEXEI RIVERO,

Defendant.

_____ /

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At various times relevant to this Indictment:

1. Florida Carrier & Brokerage Service, Inc. ("Florida Carrier") was a licensed and bonded freight trucking company with its principal place of business located at 9500 NW 36th Avenue, Miami, Florida 33147. Florida Carrier was incorporated in Florida on or about January 26, 1999.

2. **ALEXEI RIVERO** was a resident of Miami, Florida. According to Florida Division of Corporation records, **RIVERO** was the operations manager at Florida Carrier from on or about June 3, 2003, through on or about October 29, 2007, and then vice-president through on or about July 21, 2008. **RIVERO** exercised management and control of Florida Carrier and was authorized to sign any and all legal documents on behalf of Florida Carrier.

3. The United States Postal Service (“USPS”) is a United States Government agency, which entered into contracts with suppliers, such as Florida Carrier, to transport United States mail over highways between designated United States postal facilities. These Highway Contract Routes (“HCR”) are competitive, negotiated procurements, and award is based upon prices and other factors as set out in a USPS notice.

4. As part of a contract negotiation, the HCR contract supplier is required to prepare a Postal Form 7468A, Highway Transportation Contract – Cost Worksheet (“PS Form 7468A”), along with other contract documents. PS Form 7468A requires the supplier to provide quotes for: (1) “straight time” (the minimum hourly rate of pay); (2) estimated base payroll taxes which included Social Security, Workman’s Compensation, federal unemployment compensation and state unemployment compensation taxes; and (3) estimated base fringe benefits which included health and welfare, vacation, holiday and pension benefits.

5. The McNamara-O’Hara Service Contract Act (“SCA”) covers contracts and bid specifications in excess of \$2,500, entered into with federal agencies, the principal purpose of which is to furnish service through the use of service employees. The SCA provides covered service workers the right to receive from federal contractors no less than the wage rate and fringe benefits found prevailing in the locality, as provided by the United States Department of Labor. To satisfy the requirements of the SCA, a portion of the money the USPS paid to Florida Carrier was specifically designated to fund health and welfare benefits (sometimes referred to as “fringe benefits”).

6. Between in and around July 2007 and December 2012, Florida Carrier entered into a series of HCRs with the USPS to transport United States mail between various USPS’ locations.

7. In addition to providing funds to Florida Carrier under the HCRs to fund employee fringe benefits, the USPS also provided funds to Florida Carrier to cover the employer's portion of payroll taxes, which Florida Carrier was required to remit to state and federal agencies on behalf of its drivers.

8. Omega Freight Corporation ("Omega Freight") was a Florida corporation, which was incorporated on or about October 10, 2007. It was voluntarily dissolved on April 13, 2012.

9. Generation Xpress LLC ("Generation Xpress") was a Florida corporation, which was incorporated on or about September 22, 2011. Its principal place of business was listed as 9500 NW 36th Avenue, Miami, Florida 33147. **ALEXEI RIVERO** was the managing member of Generation Xpress.

COUNTS 1-2
WIRE FRAUD
(18 U.S.C. § 1343)

1. Paragraphs 1 through 9 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 March 2011, through in or around June 2013, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXEI RIVERO,

did knowingly, and with intent to defraud, devise and intend to devise a scheme and artifice to defraud, and to obtain money and property 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, for the purpose of executing such scheme and artifice to defraud, did knowingly transmit and cause to be transmitted, by means of wire communication in

interstate and foreign commerce, certain writings, signs, signals, pictures or sound, in violation of Title 18, United States Code, Sections 1343 and 2.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice for the defendant to unlawfully enrich himself by, among other things: (a) misclassifying employees hired as drivers to work on HCR routes as independent contractors; (b) misappropriating approximately \$1.5 million in funds paid by USPS to Florida Carrier for funding Florida Carrier employees' fringe benefits; (c) misappropriating approximately \$1.2 million in funds paid by the USPS to Florida Carrier which represented the employer's share of drivers' payroll taxes which were to be remitted to Federal and State taxing authorities on behalf of Florida Carrier drivers; and (d) diverting the misappropriated funds for his personal use and benefit and to further the scheme to defraud.

MANNER AND MEANS

The manner and means by which the defendant sought to accomplish the purpose of the scheme and artifice included among other things the following:

4. **ALEXEI RIVERO**, on behalf of Florida Carrier, prepared and caused to be prepared PS Forms 7468A and related documents to bid on USPS highway contract routes which documents incorporated the provisions of the Service Contract Act. Pursuant to the Service Contract Act drivers hired by Florida Carrier should have been hired as employees and provided with fringe benefits. **RIVERO** fraudulently provided on PS Forms 7468A estimates for fringe benefits and payroll taxes as costs which Florida Carrier expected to incur in performing the services on HCRs.

5. In those instances when Florida Carrier was the successful bidder, **ALEXEI RIVERO** hired individuals as drivers to operate on the highway contract routes. Contrary to

RIVERO's representations to USPS, however, these individuals were hired as independent contractors, rather than employees, and were not provided with any fringe benefits, such as health and welfare, vacation and holiday. In addition, contrary to **RIVERO's** representations to USPS Florida Carrier did not pay federal and state authorities the employer's portion of payroll taxes including Social Security, Medicare, and unemployment tax.

6. Instead, **ALEXEI RIVERO** misappropriated for his personal benefit and use, and the general operating expenses of Florida Carrier, the funds paid by the USPS to Florida Carrier for payroll taxes and fringe benefits.

7. **ALEXEI RIVERO** concealed and misrepresented, and caused to be concealed and misrepresented, the existence and purpose of the scheme.

USE OF THE WIRES

8. On or about the dates specified as to each count below, the defendant, **ALEXEI RIVERO**, for the purpose of executing the aforesaid scheme and artifice to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted, by means of wire communication in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds as more particularly described below:

COUNT	APPROX. DATE	DESCRIPTION OF WIRE COMMUNICATION
1	May 31, 2013	USPS wire transfer in the amount of \$427,728.47 from St. Louis, Missouri, to Florida Carrier's Ocean Bank account xxxxxx0605 in Miami, Florida
2	June 21, 2013	USPS wire transfer in the amount of \$25,385.28 from St. Louis, Missouri, to Florida Carrier's Ocean Bank account xxxxxx0605 in Miami, Florida

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

FORFEITURE
(18 U.S.C. § 981(a)(1)(C))


1. The allegations of this Indictment are realleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of certain property in which the defendant has an interest.

2. Upon conviction of a violation of Title 18, United States Code, Section 1343, as alleged in this Indictment, the defendant **ALEXEI RIVERO** shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), as incorporated by Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to such violation. The property which is subject to forfeiture includes, but is not limited to, the following: a sum of money equal in value to the property, real or personal, which constitutes or is derived from proceeds traceable to the violations alleged in this Indictment, which the United States will seek as a forfeiture money judgment as part of the defendant's sentence. All pursuant to Title 18, United States Code, Section 981(a)(1)(C), as made applicable by Title 28, United States Code, Section 2461(c), and the procedure set forth at Title 21, United States Code, Section 853.


TRUE BILL

FOREPERSON





for BENJAMIN G. GREENBERG
UNITED STATES ATTORNEY



LOIS FOSTER-STEERS
ASSISTANT UNITED STATES ATTORNEY

UNITED STATES OF AMERICA

CASE NO. _____

v.

CERTIFICATE OF TRIAL ATTORNEY*

ALEXEI RIVERO,

Defendant.

Superseding Case Information:

Court Division: (Select One)

X Miami _____ Key West
_____ FTL _____ WPB _____ FTP

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

I do hereby certify that:

- 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.
- 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.
- Interpreter: (Yes or No) NO
List language and/or dialect _____
- This case will take 10 days for the parties to try.
- Please check appropriate category and type of offense listed below:

(Check only one)

I 0 to 5 days
II 6 to 10 days X
III 11 to 20 days
IV 21 to 60 days
V 61 days and over

(Check only one)

Petty _____
Minor _____
Misdem. _____
Felony X

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 Northern Region of the U.S. Attorney's Office prior to October 14, 2003? Yes _____ No X



 LOIS FOSTER-STEERS
 ASSISTANT UNITED STATES ATTORNEY
 FL Bar No. / Court I.D. No. 0480509

*Penalty Sheet(s) attached

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: ALEXEI RIVERO

Case No: _____

Counts #: 1-2

Wire Fraud

Title 18, United States Code, Section 1343

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

Count # : _____

***Max. Penalty:** _____

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.**