

COUNT ONE

Racketeering Conspiracy

THE GRAND JURY CHARGES:

The Enterprise

1. At all times relevant to this indictment, in the Eastern District of Pennsylvania, the District of New Jersey, and elsewhere, defendants

**YLLI GJELI,
a/k/a “Willie,”
FATMIR MUSTAFARAJ,
a/k/a “Tony,”
GEORGE MARKAKIS,
a/k/a “George the Greek,”
a/k/a “Fat George,”
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”
GEZIM ASLLANI,
a/k/a “Sam,”
REZART RAHMI TELUSHI,
a/k/a “Luigi,”
ENEJ JAHAJ,
a/k/a “Nimo,”
BRIAN JACKSON,
a/k/a “Mark,” and
ARDIT PONE,**

and others known and unknown to the grand jury, constituted an “enterprise” as defined by Title 18, United States Code, Section 1961(4), that is, a group of individuals associated in fact. This enterprise, which operated in the Eastern District of Pennsylvania, the District of New Jersey, and elsewhere, was engaged in, and its activities affected, interstate and foreign commerce. The enterprise constituted an ongoing organization whose members functioned as a continuing unit for a common purpose of achieving the objectives of the enterprise.

Objectives of the Enterprise

2. The principal objectives of the enterprise included generating money for the enterprise, and enriching its members and associates, through, among other things, loan sharking, extortion, illegal gambling, and the collection of unlawful debts; protecting the operations of the enterprise and promoting its interests through acts of violence, actual and implied threats of violence, and the cultivation and exploitation of the enterprise's reputation for violence; and concealing the existence and operations of the enterprise from law enforcement detection.

Manner and Means of the Enterprise

The manner and means by which members and associates conducted and participated in the conduct of the affairs of the enterprise included but were not limited to the following:

3. Members and associates of the enterprise generated money for the enterprise by engaging in criminal activities, including but not limited to:

a. loan sharking activities, including making and collecting on loans with usurious rates of interest, using extortion to make and collect on loans, which involved using intimidation, threats, and violence and the enterprise's reputation for violence to force customers to repay the loans, and making such loans to betting customers whose debts were incurred through the enterprise's illegal gambling business; and

b. an illegal gambling business, involving sports bookmaking, soliciting and taking bets on sports contests, collecting gambling debts from betting customers, using extortion to collect the gambling debts, and using the enterprise's loan sharking activities to convert the gambling debts to loans.

4. Members and associates of the enterprise cultivated their reputation for violence by threatening customers with dangerous weapons such as a firearm and hatchet, using implied threats and intimidation, telling customers that if they did not pay their debts someone would kill them, “break your legs,” or physically harm them or their family members in some other way, telling customers that if they did not pay their debts “people from New York” would find them and physically harm them, and physically assaulting subordinate members and associates.

5. Members and associates of the enterprise operated the illegal gambling business by, among other means, recruiting customers, taking sports bets in person, by mobile phone, and through password-protected web sites, delivering slips with betting lines on soccer games to various coffee shops in Philadelphia, Pennsylvania, and “settling up” wins and losses in person by paying out winning bets and collecting on losing bets.

6. Members and associates of the enterprise collected the following loans and gambling debts, among others:

a. From in or around February 2009 through in or around December 2009, collections from Customer #1, a person known to the grand jury, whose debts were incurred in connection with the enterprise’s illegal gambling business, including on or about December 14, 2009, a collection of \$300.

b. From in or around 2002 through in or around August 2013, collections from Customer #2, a person known to the grand jury, whose debts were incurred in connection with the enterprise’s loan sharking activities, including from on or about July 5, 2010, through on or about July 25, 2013, sixty separate collections, among others, ranging from \$300 to \$900.

c. From in or around October 2010 through in or around April 2011, collections from Customer #3, a person known to the grand jury, whose debts were incurred in connection with the enterprise's loan sharking activities, including from on or about March 24, 2011, through on or about April 27, 2011, four separate collections ranging from \$400 to \$20,800.

d. From on or about September 28, 2011, through on or about April 18, 2013, eighteen separate collections ranging from \$150 to \$30,000, from Customer #4, a person known to the grand jury, whose debts were incurred in connection with the enterprise's loan sharking activities and illegal gambling business.

e. From in or around the late 1990s through in or around August 2013, collections from Customer #5, a person known to the grand jury, whose debts were incurred in connection with the enterprise's loan sharking activities, including from on or about August 15, 2012, through on or about August 17, 2013, seven separate collections, among others, ranging from \$400 to \$1,080.

f. From in or around 2010 through in or around August 2013, collections from Customer #6, a person known to the grand jury, whose debts were incurred in connection with the enterprise's loan sharking activities, including from on or about January 30, 2013, through on or about July 17, 2013, twenty-four separate collections ranging from \$200 to \$700.

g. From in or around 2011 through in or around August 2013, collections from Customer #7, a person known to the grand jury, whose debts were incurred in connection with the enterprise's loan sharking activities and illegal gambling business, including from on or

about January 14, 2013, through on or about July 12, 2013, nineteen separate collections ranging from \$200 to \$5,210.

h. From in or around 2008 through in or around August 2013, collections from Customer #8, a person known to the grand jury, whose debts were incurred in connection with the enterprise's loan sharking activities and illegal gambling business, including from on or about June 7, 2013, through on or about August 9, 2013, eighteen separate collections, among others, ranging from \$100 to \$5,000.

7. Members and associates of the enterprise utilized businesses located in Philadelphia, Pennsylvania, including the Lion Bar & Grill, Blackbird Café, "Ylli's 2 Brothers," First England Pizza, and various coffee shops, among others, to conduct the enterprise's loan sharking activities and illegal gambling business.

8. Members and associates of the enterprise used mobile phones and password-protected web sites to conduct the enterprise's loan sharking activities and illegal gambling business and would often travel to areas outside of Philadelphia, Pennsylvania, including New Jersey, to collect on loans and gambling debts.

9. Members and associates of the enterprise attempted to conceal the existence and operations of the enterprise from law enforcement by limiting their discussions of criminal activities when on the phone, using cryptic and coded language to describe criminal activities, such as "pizza" to describe a loan, conducting pat-downs and body searches of customers to check for weapons and recording devices, and conducting the enterprise's transactions primarily in cash.

Roles of the Defendants

The roles of the members included but were not limited to the following:

10. Defendant YLLI GJELI, a/k/a “Willie,” was a leader and “boss” of the enterprise who directed other members in the loan sharking activities and illegal gambling business. Defendant GJELI approved the loans, including the loan amounts and usurious rates of interest, delivered cash to customers, used intimidation and threats of violence against customers, collected weekly loan payments, physically assaulted subordinate members and associates, supervised the illegal gambling business, provided cash to pay customer’s gambling wins and otherwise financed the illegal gambling business, collected gambling debts, and made loans to customers whose debts were incurred through the illegal gambling business.

11. Defendant FATMIR MUSTAFARAJ, a/k/a “Tony,” was a leader and “muscle” of the enterprise who regularly assisted defendant YLLI GJELI and directed other members in the loan sharking activities and illegal gambling business. Defendant MUSTAFARAJ approved loans, used intimidation and threats of violence against customers, collected weekly loan payments, physically assaulted subordinate members and associates, supervised the illegal gambling business, provided cash to pay customer’s gambling wins and otherwise financed the illegal gambling business, collected gambling debts, set up and supervised online accounts to facilitate customer betting, and made loans to customers whose debts were incurred through the illegal gambling business.

12. Defendant GEORGE MARKAKIS, a/k/a “George the Greek,” a/k/a “Fat George,” was a leader of the enterprise who directed other members in the illegal gambling business. Defendant MARKAKIS supervised the illegal gambling business, provided cash to pay

customer's gambling wins and otherwise financed the gambling business, collected gambling debts, set up and supervised online accounts to facilitate customer betting, used intimidation and threats of violence against customers, and physically assaulted subordinate members and associates.

13. Under the direction of the leaders of this enterprise, defendants ERION MURATAJ, a/k/a "Ben," a/k/a "Paul," and GEZIM ASLLANI, a/k/a "Sam" were "collectors" who assisted defendants YLLI GJELI and FATMIR MUSTAFARAJ in making loans and regularly collected weekly loan payments from customers; and defendant REZART RAHMI TELUSHI, a/k/a "Luigi" was a "collector" who regularly collected weekly loan payments from customers.

14. Under the direction of the leaders of this enterprise, defendants ENEO JAHAJ, a/k/a "Nimo," BRIAN JACKSON, a/k/a "Mark," and ARDIT PONE were "bookies" who operated parts of the illegal gambling business and regularly collected gambling debts. Defendants JAHAJ and JACKSON set up and administered online accounts to facilitate customer betting and used the enterprise's loan sharking activities to convert the gambling debts to loans.

The Racketeering Conspiracy

15. Beginning at least in or around 2002 and continuing until in or around August 2013, the exact dates being unknown to the grand jury, within the Eastern District of Pennsylvania, the District of New Jersey, and elsewhere, defendants

**YLLI GJELI,
a/k/a "Willie,"
FATMIR MUSTAFARAJ,
a/k/a "Tony,"**

**GEORGE MARKAKIS,
a/k/a “George the Greek,”
a/k/a “Fat George,”
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”
GEZIM ASLLANI,
a/k/a “Sam,”
REZART RAHMI TELUSHI,
a/k/a “Luigi,”
ENEJO JAHAJ,
a/k/a “Nimo,”
BRIAN JACKSON,
a/k/a “Mark,” and
ARDIT PONE,**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conspired and agreed together and with other persons known and unknown to the grand jury, to violate Title 18, United States Code, Section 1962(c), that is, to conduct and participate, directly and indirectly, in the conduct of the affairs of the enterprise, through a pattern of racketeering activity, as defined in Title 18, United States Code, Sections 1961(1) and 1961(5), set forth in paragraphs 16 and 17 below, and through the collection of unlawful debt, as defined in Title 18, United States Code, Section 1961(6), set forth in paragraphs 18 and 19 below.

Pattern of Racketeering Activity

16. The pattern of racketeering activity, as defined in Title 18, United States Code, Sections 1961(1) and 1961(5), through which the defendants agreed to conduct and participate in the conduct of the affairs of the enterprise consisted of multiple acts indictable under:

- a. 18 U.S.C. § 892 (making extortionate extensions of credit);

b. 18 U.S.C. § 894 (collections of extensions of credit by extortionate means);

c. 18 U.S.C. § 1955 (illegal gambling business);

and multiple acts involving:

d. extortion, chargeable under 18 Pa. C.S. Ann. §§ 3923, 901, and 903 and N.J. Stat. Ann. §§ 2C:20-5, 2C:5-1, 2C:5-2, and 2C:2-6; and

e. gambling, chargeable under 18 Pa. C.S. Ann. §§ 5513, 5514, 901, and 903 and N.J. Stat. Ann. §§ 2C:37-2; 2C:5-1; 2C:5-2; and 2C:2-6.

17. It was part of the conspiracy that each defendant agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise.

Collection of Unlawful Debt

18. The collection of unlawful debt, as that term is defined by Title 18, United States Code, Section 1961(6), through which the defendants agreed to conduct and participate in the conduct of the affairs of the enterprise, consisted of collections of debt (a) incurred and contracted in gambling activity which was in violation of the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey, and which was unenforceable under the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey in whole and in part as to principal and interest because of the laws relating to usury, and (b) which was incurred in connection with the business of gambling in violation of the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey, and the business of lending money at a rate usurious under the laws of the United States, the

Commonwealth of Pennsylvania, and the State of New Jersey, where the usurious rate is at least twice the enforceable rate.

19. It was a part of the conspiracy that each defendant agreed that a conspirator would commit at least one collection of unlawful debt in the conduct of the affairs of the enterprise.

Overt Acts

During the course of and in furtherance of the conspiracy, and to accomplish its objects, the defendants committed, and caused to be committed, the following overt acts, among others, in the Eastern District of Pennsylvania, the District of New Jersey, and elsewhere:

Customer #1

1. In or around February 2009, defendant GEORGE MARKAKIS provided Customer #1 with a username and password for a sports gambling web site, 247fantasysports.com, and explained to Customer #1 that Customer #1 would place bets on the web site and “settle up” wins and losses with defendant MARKAKIS in person near Customer #1's place of business about every week.

2. In or around February or March 2009, defendant GEORGE MARKAKIS provided Customer #1 with approximately ten accounts on the sports gambling web site, 247fantasysports.com, and Customer #1 acted as an “agent” for defendant MARKAKIS by recruiting other bettors. Customer #1's accounts placed bets totaling approximately \$30,000 to \$40,000 every week, defendant MARKAKIS “settled up” wins and losses from the accounts with Customer #1, and defendant MARKAKIS provided Customer #1 with a commission on the gambling losses.

3. In or around August or September 2009, defendant GEORGE MARKAKIS attempted to collect from Customer #1 an approximate \$17,000 gambling debt that accumulated on Customer #1's accounts, but Customer #1 was unable to pay.

4. On or about September 30, 2009, defendant FATMIR MUSTAFARAJ and an associate confronted Customer #1 at his place of business, demanded that Customer #1 pay the gambling debt owed to defendant MARKAKIS, and made threats against Customer #1.

5. On or about October 13, 2009, defendant FATMIR MUSTAFARAJ again confronted Customer #1 at his place of business, demanded that Customer #1 pay the gambling debt owed to defendant MARKAKIS, and made threats against Customer #1.

6. On or about December 14, 2009, defendant GEORGE MARKAKIS met with Customer #1 and told Customer #1 that the people who threatened him “don’t play games” and would kill Customer #1 if he did not pay. Defendant MARKAKIS then collected \$300 cash from Customer #1 to pay down the gambling debt.

Customer #2

7. From in or around 2002 through in or around August 2013, defendants YLLI GJELI, FATMIR MUSTAFARAJ, ERION MURATAJ, and GEZIM ASLLANI regularly collected loan payments from Customer #2, including the following loan payments, among others, from on or about July 5, 2010, through on or about July 25, 2013:

Date	Amount Collected	Collected By
07/05/10	\$600	GEZIM ASLLANI
08/13/10	\$300	ERION MURATAJ
08/20/10	\$300	ERION MURATAJ

09/22/10	\$300	GEZIM ASLLANI
10/13/10	\$300	GEZIM ASLLANI
10/20/10	\$300	GEZIM ASLLANI
11/05/10	\$600	GEZIM ASLLANI
11/24/10	\$600	GEZIM ASLLANI
12/07/10	\$600	GEZIM ASLLANI
08/02/11	\$600	GEZIM ASLLANI
08/05/11	\$300	GEZIM ASLLANI
08/14/11	\$300	FATMIR MUSTAFARAJ
08/22/11	\$600	FATMIR MUSTAFARAJ
09/06/11	\$600	GEZIM ASLLANI
01/04/12	\$600	FATMIR MUSTAFARAJ
01/19/12	\$600	FATMIR MUSTAFARAJ
02/21/12	\$600	GEZIM ASLLANI
02/28/12	\$400	GEZIM ASLLANI
03/13/12	\$800	GEZIM ASLLANI
03/27/12	\$600	GEZIM ASLLANI
05/04/12	\$600	GEZIM ASLLANI
05/16/12	\$600	FATMIR MUSTAFARAJ
05/30/12	\$600	FATMIR MUSTAFARAJ
06/12/12	\$600	GEZIM ASLLANI
06/26/12	\$900	GEZIM ASLLANI
07/13/12	\$600	GEZIM ASLLANI
07/27/12	\$600	ERION MURATAJ
08/14/12	\$900	ERION MURATAJ
08/21/12	\$300	ERION MURATAJ

09/04/12	\$300	ERION MURATAJ
09/04/12	\$300	GEZIM ASLLANI
09/11/12	\$300	FATMIR MUSTAFARAJ
09/19/12	\$300	FATMIR MUSTAFARAJ
09/25/12	\$300	FATMIR MUSTAFARAJ
10/11/12	\$600	GEZIM ASLLANI
11/21/12	\$900	GEZIM ASLLANI
12/12/12	\$600	ERION MURATAJ
12/19/12	\$300	ERION MURATAJ
12/27/12	\$300	ERION MURATAJ
01/03/13	\$300	ERION MURATAJ
01/10/13	\$300	ERION MURATAJ
01/24/13	\$600	ERION MURATAJ
01/31/13	\$300	ERION MURATAJ
02/08/13	\$300	ERION MURATAJ
02/15/13	\$300	ERION MURATAJ
02/22/13	\$300	ERION MURATAJ
02/28/13	\$300	ERION MURATAJ
03/14/13	\$300	ERION MURATAJ
03/21/13	\$600	ERION MURATAJ
04/05/13	\$600	ERION MURATAJ
04/18/13	\$300	ERION MURATAJ
04/26/13	\$600	ERION MURATAJ
05/02/13	\$300	ERION MURATAJ
05/09/13	\$300	ERION MURATAJ
05/23/13	\$600	ERION MURATAJ

05/31/13	\$300	ERION MURATAJ
06/14/13	\$500	ERION MURATAJ
06/21/13	\$300	ERION MURATAJ
06/28/13	\$400	ERION MURATAJ
07/25/13	\$300	ERION MURATAJ

Customer #3

8. In or around October 2010, defendants YLLI GJELI and FATMIR MUSTAFARAJ:
- a. met with Customer #3 at an apartment in Philadelphia, Pennsylvania;
 - b. defendant GJELI conducted a pat-down of Customer #3 and instructed him to lift his shirt and drop his pants;
 - c. defendant GJELI held a conversation with Customer #3 about obtaining a \$40,000 loan, during which defendant GJELI explained that the interest payment would be \$400 every week;
 - d. defendant GJELI directed Customer #3 to fill out paperwork related to the loan; and
 - e. the next day, defendant GJELI met Customer #3 at a bar in Spring House, Pennsylvania, and handed him an envelope with \$40,000 cash.
9. From on or about March 24, 2011, through on or about April 27, 2011, defendants YLLI GJELI and ERION MURATAJ and a person known to the grand jury collected the following loan payments from Customer #3:

Date	Amount Collected	Collected By
03/24/11	\$20,800	ERION MURATAJ
04/07/11	\$400	ERION MURATAJ
04/21/11	\$20,000	YLLI GJELI and a person known to the grand jury
04/27/11	\$800	ERION MURATAJ

10. On or about March 28, 2011, defendant YLLI GJELI called Customer #3 and confirmed that he received Customer #3's loan payment that had been previously been collected by defendant ERION MURATAJ on or about March 24, 2011.

11. On or about April 21, 2011, after defendant YLLI GJELI and a person known to the grand jury collected the loan payment from Customer #3, defendant GJELI returned to Customer #3 the loan paperwork he had previously filled out.

Customer #4

12. On or about August 2, 2011, defendant GEZIM ASLLANI held a conversation with Customer #4 about obtaining a loan.

13. On or about August 5, 2011, defendants YLLI GJELI and FATMIR MUSTAFARAJ met with Customer #4 in the basement of the Lion Bar & Grill and had a conversation with Customer #4 about obtaining a loan, during which defendant GJELI told Customer #4 that if he obtains a loan and fails to make repayment, then someone was going to “break your legs” and “break your arms.”

14. On or about August 22, 2011, defendant FATMIR MUSTAFARAJ met with Customer #4 at the Lion Bar & Grill and had further conversation with Customer #4 about obtaining a loan, during which defendant MUSTAFARAJ confirmed that on a \$30,000 loan, the interest payment would be \$600 every week.

15. On or about September 20, 2011, defendant FATMIR MUSTAFARAJ conducted a pat-down and body search on Customer #4 in Blackbird Café, and then directed Customer #4 to get into a vehicle driven by defendant ERION MURATAJ in an alley behind Blackbird Café.

16. On or about September 20, 2011, defendant ERION MURATAJ:

- a. directed Customer #4 to sign paperwork related to a \$30,000 loan;
- b. explained that there was a one-time administrative fee of \$350 and that Customer #4 was required to make interest payments of \$600 every week to defendant MURATAJ; and
- c. provided Customer #4 a package with \$30,000 cash.

17. From on or about September 28, 2011, through on or about November 17, 2011, defendant ERION MURATAJ collected the following loan payments from Customer #4:

Date	Amount Collected
09/28/11	\$600
10/11/11	\$1,200
10/26/11	\$1,200
11/08/11	\$600
11/17/11	\$600
11/17/11	\$30,000

18. On or about September 11, 2012, defendant YLLI GJELI held a conversation with Customer #4 about defendant GEORGE MARKAKIS, during which defendant GJELI referred to defendant MARKAKIS as “my good friend,” said defendant MARKAKIS “takes all the bets,” and explained that defendant GJELI “gave him Albanian boy” who was making between \$7,000 to \$12,000 per week for defendant MARKAKIS.

19. On or about January 22, 2013, defendant FATMIR MUSTAFARAJ held a conversation with Customer #4 about obtaining a \$50,000 loan.

20. On or about February 4, 2013, defendants FATMIR MUSTAFARAJ and GEZIM ASLLANI:

- a. met with Customer #4 at the Lion Bar & Grill;
- b. defendant MUSTAFARAJ conducted a pat-down and body search on Customer #4;
- c. defendants MUSTAFARAJ and ASLLANI directed Customer #4 fill out paperwork related to a \$50,000 loan;
- d. defendant ASLLANI told Customer #4 that he would be required to pay “three points” on the loan;
- e. defendant MUSTAFARAJ approved Customer #4's loan by telling defendant ASLLANI to list MUSTAFARAJ's name as “cosigner,” and defendant ASLLANI wrote “Tony” on the paperwork; and
- f. after Customer #4 asked whether the interest could be reduced to “two points,” defendant MUSTAFARAJ told Customer #4 that he could discuss that with “my brother Ylli.”

21. On or about February 4, 2013, defendant YLLI GJELI entered the Lion Bar & Grill and directed Customer #4 to the basement with defendants GJELI and FATMIR MUSTAFARAJ. Defendant GJELI told Customer #4 that defendant GJELI would try to get him “two points” and that Customer #4 would have to pay a \$500 fee for same-day delivery of the cash. Defendant GJELI then called defendant ERION MURATAJ on the phone and instructed

him to meet Customer #4 to deliver the \$50,000 loan, which defendant GJELI referred to as “fifty pizzas.”

22. On or about February 4, 2013, defendant YLLI GJELI told Customer #4 that if Customer #4 failed to make his weekly loan payments, then there would be a problem, which defendant GJELI described as a “nightmare.”

23. On or about February 4, 2013, defendant ERION MURATAJ met with Customer #4, gave him \$50,000 cash, and instructed him that he was required to pay “two points” and make interest payments of \$1,000 every week to defendant MURATAJ.

24. From on or about February 11, 2013, through on or about April 18, 2013, defendant ERION MURATAJ collected the following loan payments from Customer #4:

Date	Amount Collected
02/11/13	\$1,000
02/19/13	\$1,000
02/28/13	\$16,000
03/05/13	\$700
03/14/13	\$700
03/19/13	\$16,100
04/05/13	\$400
04/12/13	\$400
04/18/13	\$20,400

25. On or about March 14, 2013, defendant FATMIR MUSTAFARAJ provided Customer #4 with a username and password for a sports gambling web site, yourbetsonline.com, and explained that Customer #4 would place bets on the web site and “settle up” wins and losses

with defendant MUSTAFARAJ in person at the Lion Bar & Grill every week, telling Customer #4, “I’m gonna give you accounts and you pay cash every Friday. You win, you get paid. You lose, you have to pay every Friday.”

26. From on or about March 22, 2013, through on or about June 7, 2013, Customer #4 placed bets with defendant FATMIR MUSTAFARAJ totaling approximately \$5,350.

27. On or about April 5, 2013, defendant FATMIR MUSTAFARAJ paid Customer #4 approximately \$205 in gambling winnings, and on or about April 12, 2013, defendant MUSTAFARAJ paid Customer #4 approximately \$50 in gambling winnings.

28. From on or about April 18, 2013 through on or about June 14, 2013, defendant FATMIR MUSTAFARAJ collected the following gambling debts from Customer #4:

Date	Amount Collected
04/18/13	\$290
04/30/13	\$350
06/14/13	\$150

29. On or about July 5, 2013, Customer #4 asked defendant ERION MURATAJ about obtaining a \$100,000 loan. Defendant MURATAJ told Customer #4 that he would need “a very strong sponsor” for the loan and that only defendant YLLI GJELI could approve a loan for that amount.

30. On or about July 5, 2013, defendant ERION MURATAJ held a conversation with Customer #4 about making and collecting loans, during which defendant MURATAJ told Customer #4 that “if you keep these loans for a long time, [the interest] will kill you.”

31. On or about July 5, 2013, Customer #4 asked defendant FATMIR MUSTAFARAJ about obtaining a \$100,000 loan. Defendant MUSTAFARAJ told Customer #4 that defendant MUSTAFARAJ could not approve a loan for that amount and that he would ask defendant YLLI GJELI to approve the loan.

32. On or about July 24, 2013, Customer #4 and defendant YLLI GJELI met and discussed the \$100,000 loan.

Customer #5

33. In or around 2005, after Customer #5, a long time loan customer of the defendants, told defendant ERION MURATAJ that he was unable to make a loan payment, defendant FATMIR MUSTAFARAJ called Customer #5 on the phone and threatened to physically harm Customer #5 if he did not pay. Defendant YLLI GJELI visited Customer #5 about a half hour later and told Customer #5 that someone might harm him if he did not pay.

34. On or about October 11, 2012, after Customer #5 asked defendant REZART RAHMI TELUSHI for additional time to make his weekly loan payment, defendant FATMIR MUSTAFARAJ confronted Customer #5 in person and demanded the money.

35. From in or around the late 1990's through in or around August 2013, defendants YLLI GJELI, FATMIR MUSTAFARAJ, ERION MURATAJ, and REZART RAHMI TELUSHI, collected loan payments from Customer #5, including the following loan payments, among others, from on or about August 15, 2012, through on or about August 17, 2013, collected by defendants MURATAJ and TELUSHI:

Date	Amount Collected	Collected By
08/15/12	\$1,080	ERION MURATAJ

09/06/12	\$400	REZART RAHMI TELUSHI
01/24/13	\$700	REZART RAHMI TELUSHI
02/16/13	\$500	REZART RAHMI TELUSHI
06/08/13	\$900	REZART RAHMI TELUSHI
06/28/13	\$900	REZART RAHMI TELUSHI
08/17/13	\$900	REZART RAHMI TELUSHI

Customer #6

36. In or around June 2010, defendant FATMIR MUSTAFARAJ:
- a. met with Customer #6 in the basement of the Lion Bar & Grill for the purpose of discussing a \$10,000 loan;
 - b. conducted a pat-down and body search of Customer #6 and collected personal information from Customer #6;
 - c. told Customer #6 that on a \$10,000 loan, he would be required to pay weekly interest in the amount of \$200;
 - d. two days later, defendant MUSTAFARAJ contacted Customer #6 by telephone and arranged to meet with Customer #6; and
 - e. defendant MUSTAFARAJ met with Customer #6, provided him an envelope with \$10,000 cash, and informed him that defendant GEZIM ASLLANI would be collecting his weekly interest payments.

37. From in or around June 2010 to in or around June 2011, defendant GEZIM ASLLANI regularly collected \$200 weekly interest payments from Customer #6.

38. In or around June 2011, defendant GEZIM ASLLANI met with Customer #6 and collected a \$200 weekly interest payment. During this meeting, defendant ASLLANI discussed

Customer #6 obtaining an additional \$10,000 loan, and informed Customer #6 that he would speak with defendant FATMIR MUSTAFARAJ about the loan.

39. In or around June 2011, defendants YLLI GJELI and FATMIR MUSTAFARAJ:
- a. met with Customer #6 in the basement of the Lion Bar & Grill for the purpose of discussing a \$10,000 loan;
 - b. defendant GJELI told Customer #6 that with a total of \$20,000 in loans, he would be required to pay weekly interest in the amount of \$400;
 - c. two days later, defendant MUSTAFARAJ contacted Customer #6 by telephone and arranged to meet with Customer #6; and
 - d. defendant MUSTAFARAJ met with Customer #6 and provided him an envelope with \$10,000 cash.

40. From in or around June 2011 to in or around November 2011, defendant GEZIM ASLLANI regularly collected \$400 weekly interest payments from Customer #6.

41. In or around November 2011, defendant GEZIM ASLLANI met with Customer #6 and collected a \$400 weekly interest payment. During this meeting, defendant ASLLANI discussed Customer #6 obtaining an additional \$5,000 loan, and informed Customer #6 that he would speak with defendant FATMIR MUSTAFARAJ about the loan.

42. In or around November 2011, defendants YLLI GJELI and FATMIR MUSTAFARAJ:
- a. met with Customer #6 in the basement of the Lion Bar & Grill for the purpose of discussing a \$5,000 loan;

b. told Customer #6 that with a total of \$25,000 in loans, he would be required to pay weekly interest in the amount of \$500;

c. two days later, defendant MUSTAFARAJ contacted Customer #6 by telephone and arranged to meet with Customer #6; and

d. defendant MUSTAFARAJ met with Customer #6 and provided him an envelope with \$5,000 cash.

43. From in or around November 2011 to in or around June 2012, defendant ASLLANI regularly collected \$500 weekly interest payments from Customer #6.

44. In or around June 2012, defendants YLLI GJELI and FATMIR MUSTAFARAJ:

a. met with Customer #6 in the basement of the Lion Bar & Grill for the purpose of discussing a \$10,000 loan;

b. told Customer #6 that with a total of \$35,000 in loans, he would be required to pay weekly interest in the amount of \$700;

c. two days later, defendant MUSTAFARAJ contacted Customer #6 by telephone and arranged to meet with Customer #6; and

d. defendant MUSTAFARAJ met with Customer #6 and provided him an envelope with \$10,000 cash.

45. From in or around June 2012 to in or around November 2012, defendant ASLLANI regularly collected \$700 weekly interest payments from Customer #6.

46. In or around November 2012, defendant GEZIM ASLLANI met with Customer #6 for the purpose of collecting a \$700 weekly interest payment. Customer #6 asked defendant ASLLANI for additional time to make his payment, and defendant FATMIR MUSTAFARAJ

later came to Customer #6's place of business and demanded the payment. Two days later, defendant MUSTAFARAJ returned to Customer #6's place of business and collected the \$700 weekly interest payment.

47. In or around late December 2012, defendant GEZIM ASLLANI met with Customer #6 for the purpose of collecting a \$700 weekly interest payment. Customer #6 asked defendant ASLLANI for additional time to make his weekly loan payment, and defendant FATMIR MUSTAFARAJ later came to Customer #6's place of business, confronted Customer #6, pointed a finger in his face, called Customer #6 a "motherfucker," and removed cash directly from Customer #6's shirt pocket.

48. On or about February 7, 2013, defendants FATMIR MUSTAFARAJ and YLLI GJELI met with Customer #6 in the parking lot across the street from the Lion Bar & Grill and renegotiated the terms of his loans.

49. From in or around 2010 through in or around August 2013, defendants GEZIM ASLLANI and FATMIR MUSTAFARAJ collected loan payments from Customer #6, including the following loan payments from on or about January 30, 2013 through July 17, 2013:

Date	Amount Collected	Collected By
01/30/13	\$700	GEZIM ASLLANI
02/06/13	\$700	GEZIM ASLLANI
02/13/13	\$400	GEZIM ASLLANI
02/20/13	\$400	GEZIM ASLLANI
02/27/13	\$400	GEZIM ASLLANI
03/06/13	\$400	GEZIM ASLLANI
03/13/13	\$400	GEZIM ASLLANI

03/21/13	\$400	GEZIM ASLLANI
03/27/13	\$400	GEZIM ASLLANI
04/03/13	\$400	GEZIM ASLLANI
04/11/13	\$400	GEZIM ASLLANI
04/18/13	\$400	GEZIM ASLLANI
04/24/13	\$400	GEZIM ASLLANI
05/02/13	\$400	GEZIM ASLLANI
05/08/13	\$400	GEZIM ASLLANI
05/16/13	\$400	GEZIM ASLLANI
05/23/13	\$400	GEZIM ASLLANI
05/31/13	\$400	GEZIM ASLLANI
06/06/13	\$400	GEZIM ASLLANI
06/13/13	\$400	GEZIM ASLLANI
06/20/13	\$400	GEZIM ASLLANI
06/28/13	\$400	GEZIM ASLLANI
07/03/13	\$200	GEZIM ASLLANI
07/17/13	\$500	FATMIR MUSTAFARAJ

Customer #7

50. In or around 2011, defendant ARDIT PONE provided Customer #7 with a username and password for a sports gambling web site, 247fantasysports.com, and Customer #7 placed bets on the account and “settled up” wins and losses with defendant PONE in person in Philadelphia, Pennsylvania, about every week. After about two months, Customer #7 switched to placing bets with defendant ENEO JAHAJ.

51. In or around 2011, defendant ENEO JAHAJ provided Customer #7 with a different username and password for the sports gambling web site, 247fantasysports.com, and

Customer #7 placed bets on that account and “settled up” wins and losses with JAH AJ in person in Philadelphia, Pennsylvania, about every week.

52. In or around 2012, defendant ENEO JAH AJ provided Customer #7 with several accounts on the sports gambling web site, 247fantasysports.com, and Customer #7 began to act as an “agent” for defendant JAH AJ by recruiting other bettors and receiving a commission on their gambling losses. Customer #7 “settled up” wins and losses from the accounts with defendant JAH AJ in person in Philadelphia, Pennsylvania, or through defendant JAH AJ’s bank account.

53. From in or around 2011 through in or around August 2013, defendant ENEO JAH AJ collected gambling debts from Customer #7, including the following gambling debts from on or about January 14, 2013, through on or about March 29, 2013.

Date	Amount Collected
01/14/13	\$1,000
03/01/13	\$2,000
03/15/13	\$4,500
03/25/13	\$4,000
03/29/13	\$5,210

54. In or around October 2012, after Customer #7 told defendant ENEO JAH AJ that he was unable to pay a gambling debt, defendant GEORGE MARKAKIS called Customer #7 and made threats against Customer #7 and his family.

55. In or around late December 2012, after Customer #7 told defendant ENEO JAH AJ that he was unable to pay a gambling debt that had accumulated on his online betting

accounts, defendant GEORGE MARKAKIS again called Customer #7 and made threats against Customer #7 and his family.

56. In or around March 2013, after Customer #7 accumulated additional gambling losses on his accounts, defendant GEORGE MARKAKIS again called Customer #7 and made threats against Customer #7 and his family.

57. In or around March 2013, defendant ENEO JAHAJ called Customer #7's father and directed him to meet at a coffee shop in Philadelphia, Pennsylvania, where defendant GEORGE MARKAKIS confronted Customer #7's father regarding his son's gambling debts and attempted to obtain payment on the debts.

58. On or about April 4, 2013, defendant FATMIR MUSTAFARAJ called Customer #7's father and directed him to meet at a donut shop in Philadelphia, Pennsylvania, where defendants YLLI GJELI and MUSTAFARAJ confronted Customer #7's father regarding his son's gambling debts.

59. On or about April 4, 2013, defendant ENEO JAHAJ sent a text message to Customer #7 regarding his gambling debts.

60. On or about April 8, 2013, defendant ENEO JAHAJ had a conversation with Customer #7 and encouraged Customer #7 to meet with defendant YLLI GJELI regarding his gambling debts. Defendant JAHAJ told Customer #7 that if he did not pay his gambling debts, then "they will beat you up," "they're not gonna let it go," and "they'll probably go after your dad. They'll threaten your dad. They'll send somebody to, like, to put pressure on him, to push your dad around."

61. On or about April 15, 2013, defendants YLLI GJELI, FATMIR MUSTAFARAJ, and ENEO JAHAJ:

- a. met with Customer #7 in the basement of the Lion Bar & Grill;
- b. prior to entering the basement, defendant MUSTAFARAJ conducted a pat-down and body search of Customer #7;
- c. in the basement, defendant GJELI yelled and cursed at Customer #7 and said, referring to Customer #7, “this faggot, this bitch is not afraid to bet, but is afraid to come here. And this bitch is courageous and places bets but leaves his father on the street”;
- d. defendant JAHAJ told defendant GJELI that Customer #7 wanted a \$14,000 loan, on which defendant JAHAJ would collect every week; and
- e. defendant GJELI required Customer #7 to fill out paperwork related to the “loan,” and then extended Customer #7 a \$14,000 “loan” to cover his gambling debts.

62. From on or about April 15, 2013, through on or about July 25, 2013, defendants YLLI GJELI and ENEO JAHAJ collected the following payments from Customer #7:

Date	Amount Collected	Collected By
04/15/13	\$2,000	YLLI GJELI
04/26/13	\$200	ENE0 JAHAJ
05/03/13	\$200	ENE0 JAHAJ
05/10/13	\$200	ENE0 JAHAJ
05/16/13	\$200	ENE0 JAHAJ
05/24/13	\$200	ENE0 JAHAJ
05/31/13	\$200	ENE0 JAHAJ
06/07/13	\$200	ENE0 JAHAJ

06/13/13	\$200	ENE0 JAH AJ
06/21/13	\$200	ENE0 JAH AJ
06/28/13	\$200	ENE0 JAH AJ
07/12/13	\$200	ENE0 JAH AJ
07/22/13	\$200	ENE0 JAH AJ
07/25/13	\$200	ENE0 JAH AJ

Customer #8

63. In or around 2011, in the basement of the Lion Bar & Grill, defendants YLLI GJELI and FATMIR MUSTAFARAJ:

- a. met with Customer #8, a long time loan customer of the defendants, to discuss Customer #8 obtaining an additional \$10,000 loan;
- b. defendant MUSTAFARAJ conducted a pat-down and body search on Customer #8;
- c. defendant GJELI asked Customer #8 why he was there, and then grabbed a hatchet with one hand, grabbed Customer #8's arm with the other hand, and slammed the hatchet onto the table right after Customer #8 pulled his hand away; and
- d. defendant GJELI then directed defendant MUSTAFARAJ to "go get it," defendant MUSTAFARAJ retrieved a firearm from the closet and handed it to defendant GJELI, and defendant GJELI placed the firearm to Customer #8's head and threatened him.

64. In or around August 2012, defendant BRIAN JACKSON provided Customer #8 with a username and password for a sports gambling web site, yourbetsonline.com, and explained that Customer #8 would place bets on the web site and "settle up" wins and losses with defendant JACKSON in person about every week.

65. From in or around August 2012 through in or around June 2013, Customer #8 placed bets with defendant BRIAN JACKSON totaling at least approximately \$800,000.

66. On or about June 7, 2013, defendant BRIAN JACKSON called Customer #8 and informed him that defendant JACKSON was unable resolve Customer #8's gambling debt and that Customer #8 would have to go to the Lion Bar & Grill and speak with defendants YLLI GJELI and FATMIR MUSTAFARAJ.

67. From in or around 2008 through in or around August 2013, defendants YLLI GJELI, FATMIR MUSTAFARAJ, ERION MURATAJ and REZART RAHMI TELUSHI collected loan payments from Customer #8, including the following loan payments, among others, from on or about June 7, 2013, through on or about August 9, 2013:

Date	Amount Collected	Collected By
06/07/13	\$1,050	GEZIM ASLLANI
06/07/13	\$300	FATMIR MUSTAFARAJ
06/08/13	\$500	REZART RAHMI TELUSHI
06/14/13	\$1,050	GEZIM ASLLANI
06/14/13	\$300	FATMIR MUSTAFARAJ
06/14/13	\$500	FATMIR MUSTAFARAJ
06/20/13	\$300	ERION MURATAJ
06/21/13	\$1,050	GEZIM ASLLANI
06/21/13	\$300	person known to the grand jury
07/10/13	\$1,050	GEZIM ASLLANI
07/10/13	\$100	FATMIR MUSTAFARAJ
07/19/13	\$1,500	GEZIM ASLLANI
07/19/13	\$300	GEZIM ASLLANI

07/26/13	\$350	GEZIM ASLLANI
07/26/13	\$300	GEZIM ASLLANI
07/26/13	\$210	ERION MURATAJ
08/01/13	\$1,000	YLLI GJELI and FATMIR MUSTAFARAJ
08/09/13	\$1,000	REZART RAHMI TELUSHI

68. On or about June 14, 2013, defendant FATMIR MUSTAFARAJ collected a \$5,000 payment on a gambling debt from Customer #8, which Customer #8 had incurred through betting with defendant BRIAN JACKSON.

69. On or about July 10, 2013, at “Ylli’s 2 Brothers” business, defendants YLLI GJELI and FATMIR MUSTAFARAJ met with Customer #8 to discuss Customer #8 consolidating his loans, and defendant GJELI made threats of bodily harm against Customer #8.

70. On or about July 29, 2013, and on or about July 30, 2013, defendant FATMIR MUSTAFARAJ showed up unannounced at Customer #8's place of business and demanded payment on his loans.

71. On or about August 1, 2013, in the basement of the Lion Bar & Grill, defendants YLLI GJELI and FATMIR MUSTAFARAJ met with Customer #8 and agreed to consolidate Customer #8's loans so that he would make one weekly loan payment to defendant REZART RAHMI TELUSHI rather than making four separate payments to defendants MUSTAFARAJ, ERION MURATAJ, GEZIM ASLLANI, and TELUSHI.

Bookmaker #1

72. On or about February 3, 2013, defendants YLLI GJELI, FATMIR MUSTAFARAJ, and GEORGE MARKAKIS physically assaulted Bookmaker #1 and defendant

ARDIT PONE because they believed Bookmaker #1 and defendant PONE came up short on their “settle ups” with defendants GJELI, MUSTAFARAJ, and MARKAKIS in connection with gambling losses from their betting customers.

Other Betting Customers

73. On or about February 22, 2013, defendant GEORGE MARKAKIS met with defendant ARDIT PONE at defendant MARKAKIS’s residence in Philadelphia, Pennsylvania, and MARKAKIS provided PONE with betting slips for PONE to deliver to coffee shops.

74. On or about March 27, 2013, defendant ARDIT PONE collected approximately \$5,000 from a betting customer in Philadelphia, Pennsylvania, then drove to the Lion Bar & Grill and met with defendants FATMIR MUSTAFARAJ and YLLI GJELI.

75. On or about April 3, 2013, defendant ARDIT PONE directed a person known to the grand jury to a coffee shop in Philadelphia, Pennsylvania, to pick up approximately \$1,930 in betting losses from a betting customer. Defendant PONE also directed this same person to defendant PONE’s residence to pick up betting slips, then bring the money and betting slips to defendant PONE.

76. On or about April 26, 2013, defendant ARDIT PONE discussed with several persons known and unknown to the grand jury that defendant PONE and other “bookies” use coded language in their gambling business, and refer to \$500 as “a nickel” and to \$1,000 as “one dollar.”

77. On or about April 29, 2013, defendant ARDIT PONE met with a betting customer and paid him approximately \$3,000 in gambling winnings.

78. On or about May 9, 2013, defendant ARDIT PONE requested that a person known to the grand jury drop off betting slips to several coffee shops in Philadelphia, Pennsylvania.

79. On or about May 16, 2013, defendant ARDIT PONE directed a person known to the grand jury to meet with a betting customer to pick up approximately \$100 in betting losses, and then bring the money back to defendant PONE.

80. On or about May 17, 2013, defendant ARDIT PONE provided approximately \$480 cash to a person known to the grand jury and directed that person to meet with a betting customer and pay the customer \$480 in gambling winnings.

81. On or about July 8, 2013, defendant ARDIT PONE delivered betting slips to two coffee shops in Philadelphia, Pennsylvania.

All in violation of Title 18, United States Code, Sections 1962(d).

COUNT TWO

Racketeering – Collection of Unlawful Debt from Customer #1

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about December 14, 2009, within the Eastern District of Pennsylvania and the District of New Jersey, defendant

**GEORGE MARKAKIS,
a/k/a “George the Greek,”
a/k/a “Fat George,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt incurred and contracted in gambling activity which was in violation of the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey, and which was incurred in connection with the business of gambling in violation of the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey, as defined by Title 18, United States Code, Section 1961(6), in that defendant MARKAKIS collected a \$300 payment on a gambling debt from Customer #1, a person known to the grand jury.

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT THREE

Racketeering – Collection of Unlawful Debt from Customer #2

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania,

defendants

**FATMIR MUSTAFARAJ,
a/k/a “Tony,”
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,” and
GEZIM ASLLANI,
a/k/a “Sam,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt which was unenforceable under the laws of the United States and the Commonwealth of Pennsylvania, in whole and in part as to principal and interest because of the laws relating to usury, and which was incurred in connection with the business of lending money at a rate usurious under the laws of the United States and the Commonwealth of Pennsylvania, where the usurious rate is at least twice the enforceable rate, as defined by Title 18, United States Code, Section 1961(6), in that defendants MUSTAFARAJ, MURATAJ, and ASLLANI collected the following payments on a usurious debt from Customer #2, a person known to the grand jury:

Date	Amount Collected	Collected By
07/05/10	\$600	GEZIM ASLLANI
08/13/10	\$300	ERION MURATAJ
08/20/10	\$300	ERION MURATAJ
09/22/10	\$300	GEZIM ASLLANI
10/13/10	\$300	GEZIM ASLLANI
10/20/10	\$300	GEZIM ASLLANI
11/05/10	\$600	GEZIM ASLLANI
11/24/10	\$600	GEZIM ASLLANI
12/07/10	\$600	GEZIM ASLLANI
08/02/11	\$600	GEZIM ASLLANI
08/05/11	\$300	GEZIM ASLLANI
08/14/11	\$300	FATMIR MUSTAFARAJ
08/22/11	\$600	FATMIR MUSTAFARAJ
09/06/11	\$600	GEZIM ASLLANI
01/04/12	\$600	FATMIR MUSTAFARAJ
01/19/12	\$600	FATMIR MUSTAFARAJ
02/21/12	\$600	GEZIM ASLLANI
02/28/12	\$400	GEZIM ASLLANI
03/13/12	\$800	GEZIM ASLLANI
03/27/12	\$600	GEZIM ASLLANI
05/04/12	\$600	GEZIM ASLLANI
05/16/12	\$600	FATMIR MUSTAFARAJ
05/30/12	\$600	FATMIR MUSTAFARAJ
06/12/12	\$600	GEZIM ASLLANI
06/26/12	\$900	GEZIM ASLLANI

07/13/12	\$600	GEZIM ASLLANI
07/27/12	\$600	ERION MURATAJ
08/14/12	\$900	ERION MURATAJ
08/21/12	\$300	ERION MURATAJ
09/04/12	\$300	ERION MURATAJ
09/04/12	\$300	GEZIM ASLLANI
09/11/12	\$300	FATMIR MUSTAFARAJ
09/19/12	\$300	FATMIR MUSTAFARAJ
09/25/12	\$300	FATMIR MUSTAFARAJ
10/11/12	\$600	GEZIM ASLLANI
11/21/12	\$900	GEZIM ASLLANI
12/12/12	\$600	ERION MURATAJ
12/19/12	\$300	ERION MURATAJ
12/27/12	\$300	ERION MURATAJ
01/03/13	\$300	ERION MURATAJ
01/10/13	\$300	ERION MURATAJ
01/24/13	\$600	ERION MURATAJ
01/31/13	\$300	ERION MURATAJ
02/08/13	\$300	ERION MURATAJ
02/15/13	\$300	ERION MURATAJ
02/22/13	\$300	ERION MURATAJ
02/28/13	\$300	ERION MURATAJ
03/14/13	\$300	ERION MURATAJ
03/21/13	\$600	ERION MURATAJ
04/05/13	\$600	ERION MURATAJ
04/18/13	\$300	ERION MURATAJ

04/26/13	\$600	ERION MURATAJ
05/02/13	\$300	ERION MURATAJ
05/09/13	\$300	ERION MURATAJ
05/23/13	\$600	ERION MURATAJ
05/31/13	\$300	ERION MURATAJ
06/14/13	\$500	ERION MURATAJ
06/21/13	\$300	ERION MURATAJ
06/28/13	\$400	ERION MURATAJ
07/25/13	\$300	ERION MURATAJ

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT FOUR

Racketeering – Collection of Unlawful Debt from Customer #3

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania,

defendants

**YLLI GJELI,
a/k/a “Willie,” and
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt which was unenforceable under the laws of the United States and the Commonwealth of Pennsylvania, in whole and in part as to principal and interest because of the laws relating to usury, and which was incurred in connection with the business of lending money at a rate usurious under the laws of the United States and the Commonwealth of Pennsylvania, where the usurious rate is at least twice the enforceable rate, as defined by Title 18, United States Code, Section 1961(6), in that defendants GJELI and MURATAJ collected the following payments on a usurious debt from Customer #3, a person known to the grand jury:

Date	Amount Collected	Collected By
03/24/11	\$20,800	ERION MURATAJ

04/07/11	\$400	ERION MURATAJ
04/21/11	\$20,000	YLLI GJELI and a person known to the grand jury
04/27/11	\$800	ERION MURATAJ

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT FIVE

Racketeering – Collection of Unlawful Debt from Customer #4

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania, defendant

**ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt which was unenforceable under the laws of the United States and the Commonwealth of Pennsylvania, in whole and in part as to principal and interest because of the laws relating to usury, and which was incurred in connection with the business of lending money at a rate usurious under the laws of the United States and the Commonwealth of Pennsylvania, where the usurious rate is at least twice the enforceable rate, as defined by Title 18, United States Code, Section 1961(6), in that defendant MURATAJ collected the following payments on a usurious debt from Customer #4, a person known to the grand jury:

Date	Amount Collected
09/28/11	\$600
10/11/11	\$1,200

10/26/11	\$1,200
11/08/11	\$600
11/17/11	\$600
11/17/11	\$30,000

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT SIX

Racketeering – Collection of Unlawful Debt from Customer #4

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania,

defendant

**ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt which was unenforceable under the laws of the United States and the Commonwealth of Pennsylvania, in whole and in part as to principal and interest because of the laws relating to usury, and which was incurred in connection with the business of lending money at a rate usurious under the laws of the United States and the Commonwealth of Pennsylvania, where the usurious rate is at least twice the enforceable rate, as defined by Title 18, United States Code, Section 1961(6), in that defendant MURATAJ collected the following payments on a usurious debt from Customer #4, a person known to the grand jury:

Date	Amount Collected
02/11/13	\$1,000
02/19/13	\$1,000

02/28/13	\$16,000
03/05/13	\$700
03/14/13	\$700
03/19/13	\$1,100
04/05/13	\$400
04/12/13	\$400
04/18/13	\$20,400

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT SEVEN

Racketeering – Collection of Unlawful Debt from Customer #4

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania, defendant

**FATMIR MUSTAFARAJ,
a/k/a “Tony,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt incurred and contracted in gambling activity which was in violation of the laws of the United States and the Commonwealth of Pennsylvania, and which was incurred in connection with the business of gambling in violation of the laws of the United States and the Commonwealth of Pennsylvania, as defined by Title 18, United States Code, Section 1961(6), in that defendant MUSTAFARAJ collected the following payments on a gambling debt from Customer #4, a person known to the grand jury:

Date	Amount Collected
04/18/13	\$290
04/30/13	\$350
06/14/13	\$150

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT EIGHT

Racketeering – Collection of Unlawful Debt from Customer #5

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania,

defendants

**ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,” and
REZART RAHMI TELUSHI,
a/k/a “Luigi,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt which was unenforceable under the laws of the United States and the Commonwealth of Pennsylvania, in whole and in part as to principal and interest because of the laws relating to usury, and which was incurred in connection with the business of lending money at a rate usurious under the laws of the United States and the Commonwealth of Pennsylvania, where the usurious rate is at least twice the enforceable rate, as defined by Title 18, United States Code, Section 1961(6), in that defendants MURATAJ and TELUSHI collected the following payments on a usurious debt from Customer #5, a person known to the grand jury:

Date	Amount Collected	Collected By
08/15/12	\$1,080	ERION MURATAJ

09/06/12	\$400	REZART RAHMI TELUSHI
01/24/13	\$700	REZART RAHMI TELUSHI
02/16/13	\$500	REZART RAHMI TELUSHI
06/08/13	\$900	REZART RAHMI TELUSHI
06/28/13	\$900	REZART RAHMI TELUSHI
08/17/13	\$900	REZART RAHMI TELUSHI

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT NINE

Racketeering – Collection of Unlawful Debt from Customer #6

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania, defendants

**FATMIR MUSTAFARAJ,
a/k/a “Tony,” and
GEZIM ASLLANI,
a/k/a “Sam,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt which was unenforceable under the laws of the United States and the Commonwealth of Pennsylvania, in whole and in part as to principal and interest because of the laws relating to usury, and which was incurred in connection with the business of lending money at a rate usurious under the laws of the United States and the Commonwealth of Pennsylvania, where the usurious rate is at least twice the enforceable rate, as defined by Title 18, United States Code, Section 1961(6), in that MUSTAFARAJ and ASLLANI collected the following payments on a usurious debt from Customer #6, a person known to the grand jury:

Date	Amount Collected	Collected By
01/30/13	\$700	GEZIM ASLLANI
02/06/13	\$700	GEZIM ASLLANI

02/13/13	\$400	GEZIM ASLLANI
02/20/13	\$400	GEZIM ASLLANI
02/27/13	\$400	GEZIM ASLLANI
03/06/13	\$400	GEZIM ASLLANI
03/13/13	\$400	GEZIM ASLLANI
03/21/13	\$400	GEZIM ASLLANI
03/27/13	\$400	GEZIM ASLLANI
04/03/13	\$400	GEZIM ASLLANI
04/11/13	\$400	GEZIM ASLLANI
04/18/13	\$400	GEZIM ASLLANI
04/24/13	\$400	GEZIM ASLLANI
05/02/13	\$400	GEZIM ASLLANI
05/08/13	\$400	GEZIM ASLLANI
05/16/13	\$400	GEZIM ASLLANI
05/23/13	\$400	GEZIM ASLLANI
05/31/13	\$400	GEZIM ASLLANI
06/06/13	\$400	GEZIM ASLLANI
06/13/13	\$400	GEZIM ASLLANI
06/20/13	\$400	GEZIM ASLLANI
06/28/13	\$400	GEZIM ASLLANI
07/03/13	\$200	GEZIM ASLLANI
07/17/13	\$500	FATMIR MUSTAFARAJ

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT TEN

Racketeering – Collection of Unlawful Debt from Customer #7

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania and elsewhere, defendants

**YLLI GJELI,
a/k/a “Willie,” and
ENE0 JAH AJ,
a/k/a “Nimo,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt incurred and contracted in gambling activity which was in violation of the laws of the United States and the Commonwealth of Pennsylvania, and which was incurred in connection with the business of gambling in violation of the laws of the United States and the Commonwealth of Pennsylvania, as defined by Title 18, United States Code, Section 1961(6), in that defendants GJELI and JAH AJ collected the following payments on a gambling debt from Customer #7, a person known to the grand jury:

Date	Amount Collected	Collected By
01/14/13	\$1,000	ENE0 JAH AJ
03/01/13	\$2,000	ENE0 JAH AJ
03/15/13	\$4,500	ENE0 JAH AJ

03/25/13	\$4,000	ENEO JAH AJ
03/29/13	\$5,210	ENEO JAH AJ
04/15/13	\$2,000	YLLI GJELI
04/26/13	\$200	ENEO JAH AJ
05/03/13	\$200	ENEO JAH AJ
05/10/13	\$200	ENEO JAH AJ
05/16/13	\$200	ENEO JAH AJ
05/24/13	\$200	ENEO JAH AJ
05/31/13	\$200	ENEO JAH AJ
06/07/13	\$200	ENEO JAH AJ
06/13/13	\$200	ENEO JAH AJ
06/21/13	\$200	ENEO JAH AJ
06/28/13	\$200	ENEO JAH AJ
07/12/13	\$200	ENEO JAH AJ
07/22/13	\$200	ENEO JAH AJ
07/25/13	\$200	ENEO JAH AJ

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT ELEVEN

Racketeering – Collection of Unlawful Debt from Customer #8

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about the dates set forth below, within the Eastern District of Pennsylvania and the District of New Jersey, defendants

**YLLI GJELI,
a/k/a/ “Willie,”
FATMIR MUSTAFARAJ,
a/k/a “Tony,”
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”
GEZIM ASLLANI,
a/k/a “Sam,” and
REZART RAHMI TELUSHI,
a/k/a “Luigi,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt which was unenforceable under the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey, in whole and in part as to principal and interest because of the laws relating to usury, and which was incurred in connection with the business of lending money at a rate usurious under the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey, where the usurious rate is at least twice the enforceable rate, as defined by Title 18, United States Code, Section 1961(6), in that GJELI,

MUSTAFARAJ, MURATAJ, ASLLANI, and TELUSHI collected the following payments on usurious debt from Customer #8, a person known to the grand jury:

Date	Amount Collected	Collected By
06/07/13	\$1,050	GEZIM ASLLANI
06/07/13	\$300	FATMIR MUSTAFARAJ
06/08/13	\$500	REZART RAHMI TELUSHI
06/14/13	\$1,050	GEZIM ASLLANI
06/14/13	\$300	FATMIR MUSTAFARAJ
06/14/13	\$500	FATMIR MUSTAFARAJ
06/20/13	\$300	ERION MURATAJ
06/21/13	\$1,050	GEZIM ASLLANI
06/21/13	\$300	person known to the grand jury
07/10/13	\$1,050	GEZIM ASLLANI
07/10/13	\$100	FATMIR MUSTAFARAJ
07/19/13	\$1,500	GEZIM ASLLANI
07/19/13	\$300	GEZIM ASLLANI
07/26/13	\$350	GEZIM ASLLANI
07/26/13	\$300	GEZIM ASLLANI
07/26/13	\$210	ERION MURATAJ
08/01/13	\$1,000	YLLI GJELI and FATMIR MUSTAFARAJ
08/09/13	\$1,000	REZART RAHMI TELUSHI

All in violation of Title 18, United States Code, Sections 1962(c).

COUNT TWELVE

Racketeering – Collection of Unlawful Debt from Customer #8

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 14 of Count One are incorporated here.
2. On or about June 14, 2013, within the Eastern District of Pennsylvania,

defendants

**FATMIR MUSTAFARAJ,
a/k/a “Tony,” and
BRIAN JACKSON,
a/k/a “Mark,”**

and other persons known and unknown to the grand jury, being persons employed by and associated with the enterprise, an enterprise which was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise through the collection of unlawful debt, that is, debt incurred and contracted in gambling activity which was in violation of the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey, and which was incurred in connection with the business of gambling in violation of the laws of the United States, the Commonwealth of Pennsylvania, and the State of New Jersey, as defined by Title 18, United States Code, Section 1961(6), in that MUSTAFARAJ and JACKSON collected, and aided and abetted in the collection of, a \$5,000 payment on a gambling debt from Customer #8, a person known to the grand jury.

All in violation of Title 18, United States Code, Sections 1962(c) and 2.

COUNT THIRTEEN

Making an Extortionate Extension of Credit to Customer #8

THE GRAND JURY FURTHER CHARGES THAT:

In or around 2011, within the Eastern District of Pennsylvania, defendants

**YLLI GJELI,
a/k/a “Willie,” and
FATMIR MUSTAFARAJ,
a/k/a “Tony,”**

made, and aided and abetted the making of, an extortionate extension of credit, as defined in Title 18, United States Code, Section 891(6), in the amount of \$10,000 to Customer #8, a person known to the grand jury.

All in violation of Title 18, United States Code, Section 892 and 2.

COUNT FOURTEEN

Making an Extortionate Extension of Credit to Customer #4

THE GRAND JURY FURTHER CHARGES THAT:

On or about September 20, 2011, within the Eastern District of Pennsylvania, defendants

**YLLI GJELI,
a/k/a “Willie,”
FATMIR MUSTAFARAJ,
a/k/a “Tony,”
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,” and
GEZIM ASLLANI,
a/k/a “Sam,”**

made, and aided and abetted the making of, an extortionate extension of credit, as defined in Title 18, United States Code, Section 891(6), in the amount of \$30,000 to Customer #4, a person known to the grand jury.

All in violation of Title 18, United States Code, Section 892 and 2.

COUNT FIFTEEN

Making an Extortionate Extension of Credit to Customer #4

THE GRAND JURY FURTHER CHARGES THAT:

On or about February 4, 2013, within the Eastern District of Pennsylvania, defendants

**YLLI GJELI,
a/k/a “Willie,”
FATMIR MUSTAFARAJ,
a/k/a “Tony,”
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,” and
GEZIM ASLLANI,
a/k/a “Sam,”**

made, and aided and abetted the making of, an extortionate extension of credit, as defined in Title 18, United States Code, Section 891(6), in the amount of \$50,000 to Customer #4, a person known to the grand jury.

All in violation of Title 18, United States Code, Section 892 and 2.

COUNT SIXTEEN

Making an Extortionate Extension of Credit to Customer #7

THE GRAND JURY FURTHER CHARGES THAT:

On or about April 15, 2013, within the Eastern District of Pennsylvania, defendants

**YLLI GJELI,
a/k/a “Willie,”
FATMIR MUSTAFARAJ,
a/k/a “Tony,” and
ENEJ JAHAJ,
a/k/a “Nimo,”**

made, and aided and abetted the making of, an extortionate extension of credit, as defined in Title 18, United States Code, Section 891(6), in the amount of \$14,000 to Customer #7, a person known to the grand jury.

All in violation of Title 18, United States Code, Section 892 and 2.

COUNT SEVENTEEN

**Collection of an Extension of Credit by Extortionate Means
from Customer #2**

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, within the Eastern District of Pennsylvania,
defendants

**FATMIR MUSTAFARAJ,
a/k/a “Tony,”
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,” and
GEZIM ASLLANI,
a/k/a “Sam,”**

knowingly participated, and aided and abetted, in the use of extortionate means, as defined in Title 18, United States Code, Section 891(7), to collect an extension of credit, in that defendants MUSTAFARAJ, MURATAJ, and ASLLANI collected the following payments from Customer #2, a person known to the grand jury:

Date	Amount Collected	Collected By
07/05/10	\$600	GEZIM ASLLANI
08/13/10	\$300	ERION MURATAJ
08/20/10	\$300	ERION MURATAJ
09/22/10	\$300	GEZIM ASLLANI
10/13/10	\$300	GEZIM ASLLANI
10/20/10	\$300	GEZIM ASLLANI
11/05/10	\$600	GEZIM ASLLANI
11/24/10	\$600	GEZIM ASLLANI
12/07/10	\$600	GEZIM ASLLANI

08/02/11	\$600	GEZIM ASLLANI
08/05/11	\$300	GEZIM ASLLANI
08/14/11	\$300	FATMIR MUSTAFARAJ
08/22/11	\$600	FATMIR MUSTAFARAJ
09/06/11	\$600	GEZIM ASLLANI
01/04/12	\$600	FATMIR MUSTAFARAJ
01/19/12	\$600	FATMIR MUSTAFARAJ
02/21/12	\$600	GEZIM ASLLANI
02/28/12	\$400	GEZIM ASLLANI
03/13/12	\$800	GEZIM ASLLANI
03/27/12	\$600	GEZIM ASLLANI
05/04/12	\$600	GEZIM ASLLANI
05/16/12	\$600	FATMIR MUSTAFARAJ
05/30/12	\$600	FATMIR MUSTAFARAJ
06/12/12	\$600	GEZIM ASLLANI
06/26/12	\$900	GEZIM ASLLANI
07/13/12	\$600	GEZIM ASLLANI
07/27/12	\$600	ERION MURATAJ
08/14/12	\$900	ERION MURATAJ
08/21/12	\$300	ERION MURATAJ
09/04/12	\$300	ERION MURATAJ
09/04/12	\$300	GEZIM ASLLANI
09/11/12	\$300	FATMIR MUSTAFARAJ
09/19/12	\$300	FATMIR MUSTAFARAJ
09/25/12	\$300	FATMIR MUSTAFARAJ
10/11/12	\$600	GEZIM ASLLANI

11/21/12	\$900	GEZIM ASLLANI
12/12/12	\$600	ERION MURATAJ
12/19/12	\$300	ERION MURATAJ
12/27/12	\$300	ERION MURATAJ
01/03/13	\$300	ERION MURATAJ
01/10/13	\$300	ERION MURATAJ
01/24/13	\$600	ERION MURATAJ
01/31/13	\$300	ERION MURATAJ
02/08/13	\$300	ERION MURATAJ
02/15/13	\$300	ERION MURATAJ
02/22/13	\$300	ERION MURATAJ
02/28/13	\$300	ERION MURATAJ
03/14/13	\$300	ERION MURATAJ
03/21/13	\$600	ERION MURATAJ
04/05/13	\$600	ERION MURATAJ
04/18/13	\$300	ERION MURATAJ
04/26/13	\$600	ERION MURATAJ
05/02/13	\$300	ERION MURATAJ
05/09/13	\$300	ERION MURATAJ
05/23/13	\$600	ERION MURATAJ
05/31/13	\$300	ERION MURATAJ
06/14/13	\$500	ERION MURATAJ
06/21/13	\$300	ERION MURATAJ
06/28/13	\$400	ERION MURATAJ
07/25/13	\$300	ERION MURATAJ

All in violation of Title 18, United States Code, Sections 894(a)(1) and 2.

COUNT EIGHTEEN

**Collection of an Extension of Credit by Extortionate Means
from Customer #3**

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, within the Eastern District of Pennsylvania,
defendants

**YLLI GJELI,
a/k/a “Willie,” and
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”**

knowingly participated, and aided and abetted, in the use of extortionate means, as defined in Title 18, United States Code, Section 891(7), to collect an extension of credit, in that defendants GJELI and MURATAJ collected the following payments from Customer #3, a person known to the grand jury:

Date	Amount Collected	Collected By
03/24/11	\$20,800	ERION MURATAJ
04/07/11	\$400	ERION MURATAJ
04/21/11	\$20,000	YLLI GJELI and a person known to the grand jury
04/27/11	\$800	ERION MURATAJ

All in violation of Title 18, United States Code, Sections 894(a)(1) and 2.

COUNT NINETEEN

**Collection of an Extension of Credit by Extortionate Means
from Customer #4**

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, within the Eastern District of Pennsylvania,
defendant

**ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”**

knowingly participated, and aided and abetted, in the use of extortionate means, as defined in Title 18, United States Code, Section 891(7), to collect an extension of credit, in that defendant MURATAJ collected the following payments from Customer #4, a person known to the grand jury:

Date	Amount Collected
09/28/11	\$600
10/11/11	\$1,200
10/26/11	\$1,200
11/08/11	\$600
11/17/11	\$600
11/17/11	\$30,000

All in violation of Title 18, United States Code, Sections 894(a)(1) and 2.

COUNT TWENTY

**Collection of an Extension of Credit by Extortionate Means
from Customer #4**

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, within the Eastern District of Pennsylvania,
defendant

**ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”**

knowingly participated, and aided and abetted, in the use of extortionate means, as defined in Title 18, United States Code, Section 891(7), to collect an extension of credit, in that defendant MURATAJ collected the following payments from Customer #4, a person known to the grand jury:

Date	Amount Collected
02/11/13	\$1,000
02/19/13	\$1,000
02/28/13	\$16,000
03/05/13	\$700
03/14/13	\$700
03/19/13	\$1,100
04/05/13	\$400
04/12/13	\$400
04/18/13	\$20,400

All in violation of Title 18, United States Code, Sections 894(a)(1) and 2.

COUNT TWENTY-ONE

**Collection of an Extension of Credit by Extortionate Means
from Customer #5**

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, within the Eastern District of Pennsylvania,
defendants

**ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,” and
REZART RAHMI TELUSHI,
a/k/a “Luigi,”**

knowingly participated, and aided and abetted, in the use of extortionate means, as defined in Title 18, United States Code, Section 891(7), to collect an extension of credit, in that defendants MURATAJ and TELUSHI collected the following payments from Customer #5, a person known to the grand jury:

Date	Amount Collected	Collected By
08/15/12	\$1,080	ERION MURATAJ
09/06/12	\$400	REZART RAHMI TELUSHI
01/24/13	\$700	REZART RAHMI TELUSHI
02/16/13	\$500	REZART RAHMI TELUSHI
06/08/13	\$900	REZART RAHMI TELUSHI
06/28/13	\$900	REZART RAHMI TELUSHI
08/17/13	\$900	REZART RAHMI TELUSHI

All in violation of Title 18, United States Code, Sections 894(a)(1) and 2.

COUNT TWENTY-TWO

**Collection of an Extension of Credit by Extortionate Means
from Customer #6**

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, within the Eastern District of Pennsylvania,
defendants

**FATMIR MUSTAFARAJ,
a/k/a “Tony,” and
GEZIM ASLLANI,
a/k/a “Sam,”**

knowingly participated, and aided and abetted, in the use of extortionate means, as defined in Title 18, United States Code, Section 891(7), to collect an extension of credit, in that defendants MUSTAFARAJ and ASLLANI collected the following payments from Customer #6, a person known to the grand jury:

Date	Amount Collected	Collected By
01/30/13	\$700	GEZIM ASLLANI
02/06/13	\$700	GEZIM ASLLANI
02/13/13	\$400	GEZIM ASLLANI
02/20/13	\$400	GEZIM ASLLANI
02/27/13	\$400	GEZIM ASLLANI
03/06/13	\$400	GEZIM ASLLANI
03/13/13	\$400	GEZIM ASLLANI
03/21/13	\$400	GEZIM ASLLANI
03/27/13	\$400	GEZIM ASLLANI
04/03/13	\$400	GEZIM ASLLANI
04/11/13	\$400	GEZIM ASLLANI

04/18/13	\$400	GEZIM ASLLANI
04/24/13	\$400	GEZIM ASLLANI
05/02/13	\$400	GEZIM ASLLANI
05/08/13	\$400	GEZIM ASLLANI
05/16/13	\$400	GEZIM ASLLANI
05/23/13	\$400	GEZIM ASLLANI
05/31/13	\$400	GEZIM ASLLANI
06/06/13	\$400	GEZIM ASLLANI
06/13/13	\$400	GEZIM ASLLANI
06/20/13	\$400	GEZIM ASLLANI
06/28/13	\$400	GEZIM ASLLANI
07/03/13	\$200	GEZIM ASLLANI
07/17/13	\$500	FATMIR MUSTAFARAJ

All in violation of Title 18, United States Code, Sections 894(a)(1) and 2.

COUNT TWENTY-THREE

**Collection of an Extension of Credit by Extortionate Means
from Customer #7**

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, within the Eastern District of Pennsylvania and elsewhere, defendants

**YLLI GJELI,
a/k/a “Willie,” and
Eneo JAHAJ,
a/k/a “Nimo,”**

knowingly participated, and aided and abetted, in the use of extortionate means, as defined in Title 18, United States Code, Section 891(7), to collect an extension of credit, in that defendants GJELI and JAHAJ collected the following payments from Customer #7, a person known to the grand jury:

Date	Amount Collected	Collected By
04/15/13	\$2,000	YLLI GJELI
04/26/13	\$200	ENEo JAHAJ
05/03/13	\$200	ENEo JAHAJ
05/10/13	\$200	ENEo JAHAJ
05/16/13	\$200	ENEo JAHAJ
05/24/13	\$200	ENEo JAHAJ
05/31/13	\$200	ENEo JAHAJ
06/07/13	\$200	ENEo JAHAJ
06/13/13	\$200	ENEo JAHAJ
06/21/13	\$200	ENEo JAHAJ
06/28/13	\$200	ENEo JAHAJ

07/12/13	\$200	ENE0 JAH AJ
07/22/13	\$200	ENE0 JAH AJ
07/25/13	\$200	ENE0 JAH AJ

All in violation of Title 18, United States Code, Sections 894(a)(1) and 2.

COUNT TWENTY-FOUR

**Collection of an Extension of Credit by Extortionate Means
from Customer #8**

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, within the Eastern District of Pennsylvania and the District of New Jersey, defendants

**YLLI GJELI,
a/k/a “Willie,”
FATMIR MUSTAFARAJ,
a/k/a “Tony,”
ERION MURATAJ,
a/k/a “Ben,”
a/k/a “Paul,”
GEZIM ASLLANI,
a/k/a “Sam,” and
REZART RAHMI TELUSHI,
a/k/a “Luigi,”**

knowingly participated, and aided and abetted, in the use of extortionate means, as defined in Title 18, United States Code, Section 891(7), to collect an extension of credit, in that defendants GJELI, MUSTAFARAJ, MURATAJ, ASLLANI, and TELUSHI collected the following payments from Customer #8, a person known to the grand jury:

Date	Amount Collected	Collected By
06/07/13	\$1,050	GEZIM ASLLANI
06/07/13	\$300	FATMIR MUSTAFARAJ
06/08/13	\$500	REZART RAHMI TELUSHI
06/14/13	\$1,050	GEZIM ASLLANI
06/14/13	\$300	FATMIR MUSTAFARAJ
06/14/13	\$500	FATMIR MUSTAFARAJ

06/20/13	\$300	ERION MURATAJ
06/21/13	\$1,050	GEZIM ASLLANI
06/21/13	\$300	person known to the grand jury
07/10/13	\$1,050	GEZIM ASLLANI
07/10/13	\$100	FATMIR MUSTAFARAJ
07/19/13	\$1,500	GEZIM ASLLANI
07/19/13	\$300	GEZIM ASLLANI
07/26/13	\$350	GEZIM ASLLANI
07/26/13	\$300	GEZIM ASLLANI
07/26/13	\$210	ERION MURATAJ
08/01/13	\$1,000	YLLI GJELI and FATMIR MUSTAFARAJ
08/09/13	\$1,000	REZART RAHMI TELUSHI

All in violation of Title 18, United States Code, Sections 894(a)(1) and 2.

COUNT TWENTY-FIVE

Illegal Gambling Business

THE GRAND JURY FURTHER CHARGES THAT:

From in or around 2009 to in or around August 2013, within the Eastern District of Pennsylvania, the District of New Jersey, and elsewhere, defendants

**YLLI GJELI,
a/k/a “Willie,”
FATMIR MUSTAFARAJ,
a/k/a “Tony,”
GEORGE MARKAKIS,
a/k/a “George the Greek,”
a/k/a “Fat George,”
ENEJO JAHAJ,
a/k/a “Nimo,”
BRIAN JACKSON,
a/k/a “Mark,” and
ARDIT PONE**

and other persons known and unknown to the grand jury, knowingly conducted, financed, managed, supervised, directed, and owned all or part of an illegal gambling business, as defined in Title 18, United States Code, Section 1955(b), and aided and abetted the conducting, financing, managing, supervising, directing and owning of an illegal gambling business, that is, a gambling business involving sports bookmaking which is a violation of the laws of the Commonwealth of Pennsylvania, Title 18, Pennsylvania Consolidated Statutes Annotated, Sections 5513, 5514, 901, 903, and the State of New Jersey, New Jersey Statutes Annotated, 2C:37-2; 2C:5-1; 2C:5-2; 2C:2-6, and which involved five or more persons who conducted, financed, managed, supervised, directed and owned all or part of such business and which

remained in substantially continuous operation for a period in excess of thirty days and had a gross revenue of \$2,000 in any single day.

In violation of Title 18, United States Code, Section 1955(a) and 2.

COUNT TWENTY-SIX

Possession of a Firearm in Furtherance of a Crime of Violence

THE GRAND JURY FURTHER CHARGES THAT:

In or around 2011, within the Eastern District of Pennsylvania, defendants

**YLLI GJELI,
a/k/a “Willie,” and
FATMIR MUSTAFARAJ,
a/k/a “Tony,”**

knowingly possessed a firearm in furtherance of a crime of violence for which the defendants may be prosecuted in a court of the United States, that is, Count One of this indictment, which charged Racketeering Conspiracy, in that the conspiracy involved Making Extortionate Extensions of Credit, in violation of Title 18, United States Code, Section 892, and Collections of Extensions of Credit By Extortionate Means, in violation of Title 18, United States Code, Section 894(a)(1); and Count Thirteen of this indictment, which charged Making an Extortionate Extension of Credit, in violation of Title 18, United States Code, Sections 894(a)(1) and 2, to Customer #8, a person known to the grand jury; and the defendants brandished that firearm.

In violation of Title 18, United States Code, Sections 924(c)(1)(A) and 2.

NOTICE OF FORFEITURE

Racketeering

THE GRAND JURY FURTHER CHARGES THAT:

1. The allegations in Counts One through Twelve of this indictment are incorporated here for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 1963.

2. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given to the defendants that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Section 1963 in the event of any defendants' conviction under Counts One through Twelve of this indictment.

3. Defendants

YLLI GJELI,
a/k/a "Willie,"
FATMIR MUSTAFARAJ,
a/k/a "Tony,"
GEORGE MARKAKIS,
a/k/a "George the Greek,"
a/k/a "Fat George,"
ERION MURATAJ,
a/k/a "Ben,"
a/k/a "Paul,"
GEZIM ASLLANI,
a/k/a "Sam,"
REZART RAHMI TELUSHI,
a/k/a "Luigi,"
ENEJ JAHAJ,
a/k/a "Nimo,"
BRIAN JACKSON,
a/k/a "Mark," and
ARDIT PONE,

a. have acquired and maintained interests in violation of Title 18, United States Code, Section 1962, which interests are subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 1963(a)(1);

b. have interests in, securities of, claims against, or properties or contractual rights affording a source of influence over the enterprise in violation of Title 18, United States Code, Section 1962, which are subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 1963(a)(2); and

c. have property constituting and derived from proceeds obtained, directly, and indirectly, from the aforesaid racketeering activity, in violation of Title 18, United States Code, Section 1962, which property is subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 1963(a)(3).

4. The interests of the defendants subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 1963(a)(1), (a)(2) and (a)(3), include but are not limited to any and all proceeds or property derived from proceeds traceable to the racketeering activities alleged in Counts One through Twelve during the relevant time period alleged in this indictment and all interests and proceeds traceable thereto.

5. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. as 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 subdivided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 1963(m), to seek forfeiture of any other property of the defendants up to the value of the property subject to forfeiture.

6. The above-named defendants, and each of them, are jointly and severally liable for the forfeiture obligations as alleged above.

All pursuant to Title 18, United States Code, Section 1963.

NOTICE OF FORFEITURE

Extortionate Credit Transactions

THE GRAND JURY FURTHER CHARGES THAT:

1. The allegations contained in Counts Thirteen through Twenty-Four of this indictment are incorporated here for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given to the defendants that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c) in the event of any defendants' conviction under Counts Thirteen through Twenty-Four of this indictment.

3. Defendants

**YLLI GJELI,
a/k/a "Willie,"
FATMIR MUSTAFARAJ,
a/k/a "Tony,"
GEORGE MARKAKIS,
a/k/a "George the Greek,"
a/k/a "Fat George,"
ERION MURATAJ,
a/k/a "Ben,"
a/k/a "Paul,"
GEZIM ASLLANI,
a/k/a "Sam,"
REZART RAHMI TELUSHI,
a/k/a "Luigi,"
ENEO JAHAJ, and
a/k/a "Nimo,"**

have interests in property which constitutes or is derived from proceeds traceable to violations of Title 18, United States Code, Sections 892 and 894.

4. The interests of the defendants subject to forfeiture to the United States include but are not limited to property which constitutes or is derived from proceeds traceable to such violations.

5. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. as 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 subdivided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c) and Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

NOTICE OF FORFEITURE

Illegal Gambling Business

THE GRAND JURY FURTHER CHARGES THAT:

1. The allegations contained in Count Twenty-Five of this indictment are incorporated here for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Sections 981(a)(1)(C) and 1955(d), and Title 28, United States Code, Section 2461(c).

2. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given to the defendants that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Sections 981(a)(1)(C) and 1955(d), and Title 28, United States Code, Section 2461(c) in the event of any defendants' conviction under Count Twenty-Five of this indictment.

3. Defendants

**YLLI GJELI,
a/k/a "Willie,"
FATMIR MUSTAFARAJ,
a/k/a "Tony,"
GEORGE MARKAKIS,
a/k/a "George the Greek,"
a/k/a "Fat George,"
ENEJ JAHAJ,
a/k/a "Nimo,"
BRIAN JACKSON,
a/k/a "Mark," and
ARDIT PONE,**

have interests in property which constitutes or is derived from proceeds traceable to, and used or involved in, violation of Title 18, United States Code, Section 1955.

4. The interests of the defendants which are subject to forfeiture include but are not limited to property which constitutes or is derived from proceeds traceable to such violation, and any property, including money, used or involved in such violation.

5. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. as 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 subdivided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c) and Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 1955(d), and Title 28, United States Code, Section 2461(c).

NOTICE OF FORFEITURE

Firearms

THE GRAND JURY FURTHER CHARGES THAT:

1. The allegations contained in Count Twenty-Six of this indictment are incorporated here for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 924(d)(1) and Title 28, United States Code, Section 2461(c).

2. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given to the defendants that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Section 924(d)(1) and Title 28, United States Code, Section 2461(c) in the event of any defendants' conviction under Count Twenty-Six of this indictment.

3. Defendants

**YLLI GJELI,
a/k/a "Willie," and
FATMIR MUSTAFARAJ,
a/k/a "Tony,"**

have interests in property used or involved in violation of Title 18, United States Code, Section 924(c).

4. The interests of the defendants which are subject to forfeiture include but are not limited to any firearms or ammunition used or involved in such violation.

5. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. as 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 subdivided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c) and Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 924(d)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

GRAND JURY FOREPERSON

ZANE DAVID MEMEGER
United States Attorney
Eastern District of Pennsylvania