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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

RICARDO BENIMELI aka  
RICHARD BENIMELI,

Defendant.

INDICTMENT

5:06CR0051

CASE NO.

Title 18, United States Code,  
Sections 1030(a)(5)(A)(I) and  
875(d)

**JUDGE GAUGHAN**

COUNT 1

**MAG. JUDGE BAUGHMAN**

The Grand Jury charges:

1. That at all times material to this Indictment, Storefront Systems and Services, Inc. ("SSS"), was a corporation organized and existing under the laws of the State of Ohio, with its principal place of business situated in North Canton, Ohio. SSS operates a call center which handles maintenance requests for large commercial clients such as Lowes, Payless Shoe Stores, and others.

2. At all times material to this Indictment, defendant, RICARDO BENIMELI aka RICHARD BENIMELI, was a computer consultant providing services under the business name "R. Benimeli Consulting" and was a resident of Bradenton, Florida.

3. Between on or about January 2, 2006, and on or about January 23, 2006, in the Northern District of Ohio, Eastern Division, and elsewhere, defendant, RICARDO BENIMELI, did knowingly transmit and cause the transmission of certain computer programs, information, codes and commands, and as a result of such conduct, intentionally caused damage, without authorization to a protected computer owned by or maintained by Storefront Systems and Services, Inc., including, but not limited to, impairing employees and authorized users from accessing the computer system and the programs and data contained therein, and monetary losses of \$5,000.00 or more during any 1 year period, in violation of Title 18, United States Code, Section 1039(a)(5)(A)(I).

4. Between in or about January 2004 and in or about December 2005, defendant, RICARDO BENIMELI, was employed by SSS as a computer consultant, whose duties included, among other things, the creation of certain computer software programs for SSS to be used to manage client data and business operations. SSS retained ownership rights in all work product and related intellectual property rights created for SSS by BENIMELI.

5. In or about September 2005, SSS informed RICARDO BENIMELI that his employment arrangement would change at the conclusion of the 2005 calendar year. Specifically, BENIMELI was informed that SSS was reducing his hours and compensation to part-time status effective January 1, 2006.

6. RICARDO BENIMELI demanded that SSS transfer 20% of the value of the company to him in consideration of the services he had previously provided to SSS. BENIMELI's demands for 20 percent of the value of SSS began in or about January 2005, and continued up to and including early January 2006. SSS refused said demands.

7. As a result of SSS' refusal to meet RICARDO BENIMELI's monetary demands, on or about January 2, 2006, RICARDO BENIMELI, remotely logged into the computer system of SSS without authorization or in excess of his authorized access, and thereby entered various codes, commands, information and instructions which had the effect of preventing employees of SSS from accessing and utilizing the computer software program created by BENIMELI to manage SSS client data and business operations known as the "AcceSSS" program, thereby causing damages in the form of impairing employees and authorized users from accessing the computer system and programs and data therein, as well as monetary damages in the form of lost revenue and repair costs.

8. On or about January 3, 2006, after SSS agreed to draft a document which purported to meet BENIMELI's monetary demands, RICARDO BENIMELI remotely accessed the SSS computer system and restored the employees ability to access and utilize the AcceSSS program.

9. On or about January 6, 2006, during a telephone conversation with the owner of SSS and the corporate counsel for SSS, RICARDO BENIMELI, acknowledged that he "took down" SSS' computer system with the intention of disrupting SSS' business operations, and agreed to not cause further disruptions of service if SSS met his monetary demands.

10. When SSS again failed to meet his monetary demands, on or about January 13, 2006, RICARDO BENIMELLI, once again remotely accessed the computer system of SSS without authorization or in excess of his authorization, and thereby entered various codes, commands, information and instructions to change employee passwords on the computer system thereby preventing employees and authorized users from accessing the computer system and the programs and data located therein, which effectively shut down SSS' business operations causing monetary damages in the form of lost revenue and repair costs.

All in violation of Title 18, United States Code, Section 1030(a)(5)(A)(I).

COUNT 2

The Grand Jury further charges:

That between on or about December 28, 2005, and on or about January 23, 2006, in the Northern District of Ohio, Eastern Division, and elsewhere, defendant, RICARDO BENIMELLI aka RICHARD BENIMELLI, with the intent to extort money and other things of value from a person, firm, association or corporation, did knowingly transmit in interstate or foreign commerce a communication containing a threat to injure the property or reputation of the addressee or of another.

All in violation of Title 18, United States Code, Section 875(d).

A TRUE BILL.

Original Document - - Signatures on file with the Clerk of Courts, pursuant to the E-Government Act of 2002.