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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

UNITED STATES OF AMERICA	)	**Criminal No:** 2:14CR308-WKW
	)	
v.	)	
	)	**Violations:**
DAWIE JACOBUS GROENEWALD,	)	**16 U.S.C. §§ 3372(a)(2),(c)(1), 3373(d)(1)(B) (Lacey Act)**
JANNEMAN GEORGE GROENEWALD, and	)	**18 U.S.C. § 2 (Aiding and Abetting)**
VALINOR TRADING CC, d/b/a	)	**18 U.S.C. § 371 (Conspiracy)**
OUT OF AFRICA ADVENTUROUS SAFARIS,	)	**18 U.S.C. § 1341 (Mail Fraud)**
	)	**18 U.S.C. § 1956(a)(2) (International Money Laundering)**
Defendants	)	**31 U.S.C. § 5324 (Structuring)**

INDICTMENT

The Grand Jury for the Middle District of Alabama charges:

INTRODUCTION

At all times relevant to the Indictment, unless otherwise indicated:

1. Defendant VALINOR TRADING CC ("VALINOR") was a company incorporated in South Africa, doing business as OUT OF AFRICA ADVENTUROUS SAFARIS ("OUT OF AFRICA") in South Africa and in the United States. OUT OF AFRICA was owned and controlled by defendants DAWIE GRONEWALD and JANNEMAN GROENEWALD. Through their operation of OUT OF AFRICA, the defendants provided guided hunting services on a ranch located in Mussina, Limpopo Province, South Africa, which the defendants co-owned with American investors. OUT OF AFRICA maintained a business and mailing address, bank account, business records, telephone number, and email address in Autauga County in the Middle District of Alabama.

2. Defendant DAWIE GROENEWALD ("D. GROENEWALD"), a South African national, lived and did business in Mussina, Limpopo Province, South Africa, where he was the co-owner of OUT OF AFRICA and managed the corporation's day-to-day operations, including supervising and employing Professional Hunters to guide foreign hunters in South Africa and other countries in Africa.

3. Defendant JANNEMAN GROENEWALD ("J. GROENEWALD"), the brother of D. GROENEWALD and a South African national, lived in Autauga County, Alabama, and was a licensed Professional Hunter and co-owner of OUT OF AFRICA. J GROENEWALD represented OUT OF AFRICA in the United States where he solicited and sold OUT OF AFRICA's hunting and guiding services from his home and office in Autauga County, Alabama. J. GROENEWALD received payments from American hunters, deposited the funds in OUT OF AFRICA's bank accounts in Alabama, and transferred business proceeds to OUT OF AFRICA's bank accounts in South Africa.

4. Beginning in at least 2005 and continuing through at least January 2010, agents and employees of OUT OF AFRICA, including defendants D. GROENEWALD and J. GROENEWALD, traveled throughout the United States for the purpose of selling hunting and guiding services in Africa, including rhinoceros hunts, to American hunters.

5. The defendants and their agents and employees marketed and sold their services to American hunters primarily by attending large conventions or trade shows sponsored by various hunting organizations, including Safari Club International (SCI), an international hunting club headquartered in Tucson, Arizona, with over 50,000 members.

LEGAL BACKGROUND

The Lacey Act

6. The Lacey Act, among other things, makes it unlawful for a person to sell or purchase any fish or wildlife, including rhinoceros, and including parts thereof, taken, possessed, transported or sold in violation of or in a manner unlawful under a law or regulation of the United States or foreign law. 16 U.S.C. § 3372(a)(1). A sale of wildlife includes providing guiding and outfitting services. 16 U.S.C. § 3372(c)(1).

7. In order to protect certain species of fish and wildlife against over-exploitation, the United States became a signatory to an international treaty known as the Convention on International Trade in Endangered Species of Wild Fauna and Flora, T.I.A.S. 8249, (hereinafter "CITES"). Species protected under CITES are listed in a series of appendices—Appendix I, Appendix II and Appendix III. The South Africa population of the White Rhinoceros was listed within Appendix II of CITES. Appendix II includes wildlife species that, although not necessarily threatened with extinction now, may become so unless trade in specimens of such species is strictly regulated. CITES, Art. II, § 2(a).

8. Rhinoceros are indigenous to Southern Africa, including the country of South Africa. Rhinoceros are herbivores with no natural predators. Rhinoceros horn is prized in certain cultures for its alleged medicinal or ornamental value. The international demand for rhinoceros horn, illegal hunting and poaching of protected rhinoceros in South Africa, and non-compliance with the requirements of CITES constitutes a major threat to the survival of the species. Rhinoceros horn trades on the black market at prices higher than gold.

9. Commercial big-game hunting in South Africa by foreign clients s highly profitable and heavily regulated. American hunters are often solicited in the United States by professional South African outfitters who advertise their services at large regional sportsmen's shows. Clients normally book hunting trips, costing tens of thousands of dollars to hundreds of thousands of dollars, during which they are guided by licensed "Professional Hunters," to hunt different species of plains game (duiker, kudu, bushbuck, etc.) and one or more of the "Big Five" (lion, elephant, rhinoceros, cape buffalo and leopard).

South African Wildlife Law

10. South Africa regulates the hunting and taking of wild animals, including rhinoceros. Among those laws are the following specific provisions:

a. South Africa's National Environmental Management: Biodiversity Act, Act 10 of 2004, as amended, (hereinafter "NEMBA") came into operation in 2004. The purpose was, among other things, to provide for the management and conservation of South Africa's biodiversity and to protect species and ecosystems that warrant national protection, and ensure the sustainable use of indigenous biological resources.

b. Section 1 of NEMBA defines restricted activities involving threatened or protected species such as rhinoceros. The restricted activities include but are not limited to: hunting or killing any threatened or protected species; buying, selling, acquiring, or otherwise trading in any specimen of threatened or protected species; picking parts off, or cutting, chopping off or destroying any specimen of a listed threatened or protected species; possessing or exercising physical control over any specimen of a listed threatened or protected species; or exporting any specimen of a listed threatened or protected species. Section 57(1) of NEMBA prohibits any

person from carrying out a restricted activity involving a specimen of a l sted threatened or protected species without a permit issued under Chapter 7 of the Act. Perr iits may be issued with or without conditions and may be refused entirely pursuant to Section 88 of NEMBA. A Permit issued pursuant to NEMBA must specify the purpose for which it is issued. Section 97(1) of NEMBA authorizes the South African Minister of Environmental Affairs and Tourism ("Minister") to make regulations relating to restricted activities involving a listed threatened or protected species. Pursuant to that authority, on February 23, 2007, the Minister issued Regulation 152 of Government Gazette 29657, which further restricted activities involving both the White Rhinoceros and Black Rhinoceros and the availability of permits to hunt the animals. These regulations are commonly referred to as the "TOPS" regulations.

c. Provincial governments in South Africa, including the Limpopo Province, were authorized to issue permits in compliance with NEMBA. The Limpopo Environmental Management Act, Act 7 of 2003 (hereinafter "LEMA") came into operation in 2004. The objectives of LEMA were to, among other things, manage and protect the environment in the Limpopo Province, secure ecologically sustainable development and responsible use of natural resources, and give effect to international agreements impacting environmental management which are binding on the Province. LEMA provides that it was to be interpreted and applied in accordance with NEMBA.

COUNT 1
(Conspiracy)

The factual allegations contained in paragraphs 1-10 are realleged and incorporated by reference into Count 1 of this Indictment as if fully set forth herein.

Beginning at an exact date unknown, but including from in or about 2005 and continuing through in or about September 2010, within Autauga County, Alabama, in the Middle District of Alabama, in South Africa and elsewhere, defendants,

DAWIE JACOBUS GROENEWALD,
JANNEMAN GEORGE GROENEWALD, and
VALINOR TRADING CC, d/b/a OUT OF AFRICA ADVENTUROUS SAFARIS,

and other persons known and unknown to the Grand Jury did willfully and knowingly combine, conspire, confederate and agree to violate the laws of the United States, including laws protecting wildlife, prohibiting fraud by mail , and prohibiting money laundering, namely:

a. Wildlife Crime: to knowingly sell, in interstate and foreign commerce wildlife, namely, rhinoceros, taken, possessed, transported and sold in violation of foreign law by offering for sale and providing to American hunters guiding, outfitting, and other services for the illegal taking, acquiring, receiving, transporting and possessing of such rhinoceros in South Africa in violation of the laws of the Republic of South Africa, all in violation of the Lacey Act, Title 16, United States Code, Sections 3372(a), (c) and 3373(d)(1).

b. Mail Fraud: to devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises and to execute that scheme and artifice through the use of the United States Mail, contrary to Title 18, United States Code, Section 1343, and

c. Money Laundering: to transport, transmit, and transfer, and attempt to transport, transmit, and transfer a monetary instrument or funds from a place in the United States to and through a place outside the United States and to a place in the United States from and through a

place outside the United States with the intent to promote the carrying on of a specified unlawful activity.

Manner and Means

The following manner and means were used, among others, by the defendants, to effectuate the conspiracy:

a. It was part of the conspiracy that the defendants traveled to and throughout the United States where they donated hunts for auction, offered hunts for sale, and sold hunts, guiding services and accommodations to American hunters for hunts of wild animals, including rhinoceros, to be conducted in South Africa and elsewhere.

b. It was part of the conspiracy that the defendants advertised and promoted hunting, guiding and outfitting services, including rhinoceros hunts, by publishing and distributing in the United States and on the internet and through annual and semi-annual "Safari Brochures" photographs showing American hunters posing with the animals that they had killed, including rhinoceros, and by attending hunting conventions and gun shows in the United States where the brochures were distributed.

c. It was part of the conspiracy that in addition to offering the opportunity to hunt and kill rhinoceros in South Africa, the defendants also offered American hunters an opportunity to conduct "green" hunts or "dart" hunts of rhinoceros, which afforded the hunter the opportunity to shoot a rhinoceros with a tranquilizer gun and then take a photograph with the animal while it was sedated.

d. It was part of the conspiracy that defendant J. GROENEWALD solicited and received payments and deposits in the Middle District of Alabama from American hunters located in other states for hunting and guiding services provided by the defendants in South Africa.

e. It was part of the conspiracy that defendant J. GROENEWALD maintained and used bank accounts in Autauga County, Alabama, and elsewhere to deposit funds received from American hunters in the United States, and to transfer, withdraw and accept funds, including wire transfers, to and from defendants D. GROENEWALD and OUT OF AFRICA at bank accounts located in South Africa in payment for the hunting and guiding services.

f. It was part of the conspiracy that the defendants hired and used Professional Hunters to guide and outfit American hunters who traveled to South Africa to conduct their hunts.

g. It was part of the conspiracy that once the hunts were booked, American hunters were offered additional services, including rhinoceros hunts, from the defendants and the Professional Hunters operating at the instruction of the defendants for additional fees.

h. It was part of the conspiracy that the defendants sold rhinoceros hunts to American hunters after representing that the particular animal to be hunted was a "problem" or a "nuisance" or "mean."

i. It was part of the conspiracy that the defendants represented to American hunters that because the rhinoceros killed or darted was a "problem" or "nuisance" animal, it could not be exported as a trophy but the hunters could take measurements of the rhinoceros horn, and take photographs and videos of the hunt and of themselves posed with the dead animal.

j. It was part of the conspiracy that the defendants paid videographers to film rhinoceros hunts sold to American hunters.

k. It was part of the conspiracy that the Professional Hunters supervised and employed by the defendants assisted American hunters in killing and capturing rhinoceros.

l. It was part of the conspiracy that the defendants did not obtain permits from either the Limpopo Provincial Government or the Republic of South Africa for American hunters to hunt and kill rhinoceros in South Africa.

m. It was part of the conspiracy that the defendants concealed and did not disclose to American hunters that the rhinoceros hunts were not permitted and were being conducted in violation of South African law.

n. It was part of the conspiracy that defendant D. GROENEWALD and agents and employees of OUT OF AFRICA cut the horns off of rhinoceros with knives and chainsaws after the rhinoceros had been killed by American hunters.

o. It was part of the conspiracy that defendant D. GROENEWALD solicited and received payment for rhinoceros hunts from American hunters while they were at OUT OF AFRICA's hunting camp in South Africa.

p. It was part of the conspiracy that the defendants trafficked and sold rhinoceros horns that had been cut off of rhinoceros that were killed by hunters from the United States and elsewhere.

q. It was part of the conspiracy that the defendants transferred in interstate and foreign commerce funds derived from the business activities of OUT OF AFRICA, including transfers of funds between bank accounts maintained by the defendants in the Middle District of Alabama and South Africa.

Overt Acts

In furtherance of this conspiracy and to affect the objects thereof, there was committed and caused to be committed, within the Middle District of Alabama and elsewhere, at least one of the following overt acts:

Overt Acts 1 - 8: American Hunters 1 and 2

1. On a date unknown in or about 2006, OUT OF AFRICA donated a hunt in South Africa to a local SCI chapter in Kansas City, Missouri, which was purchased at auction by Hunter 1, an American hunter.

2. On an unknown date, but between the purchase of the hunt in or about 2006, and in or about June of 2008, defendant J. GROENEWALD spoke with Hunter 1 by telephone and booked Hunter 1 and friends of Hunter 1, including Hunter 2, for a ten day hunting trip in June 2008 with OUT OF AFRICA in South Africa.

3. Between on or about June 9, 2008, and on or about June 19, 2008, the defendants provided food, lodging and guiding services to Hunter 1, Hunter 2 and others at OUT OF AFRICA'S ranch in Limpopo Province, South Africa.

4. On or about June 10, 2008, defendant D. GROENEWALD sold and caused the sale of a rhinoceros hunt to Hunter 1 and Hunter 2 after representing and causing the representation that these particular rhinoceros were a "problem" and a "nuisance."

5. On or about June 12, 2008, and on or about June 13, 2008, defendants and those employed by the defendants, including the Out of Africa Professional Hunter assigned by the defendants, guided Hunter 1 and Hunter 2 on rhinoceros hunts and assisted Hunter 1 and Hunter 2 in shooting and killing two rhinoceros.

6. On or about June 12, 2008, and on or about June 13, 2008, after each rhinoceros was killed, defendants and those employed by the defendants took measurements of the horn of each rhinoceros killed by Hunter 1 and Hunter 2, and took the hunters' photograph posing with the dead animals.

7. In or about June 2008, defendants charged and received payment from Hunter 1 and Hunter 2 for the unpaid balance of their hunting trip, including the cost of their rhinoceros hunts.

8. In or about June 2008, the defendants concealed and did not disclose to Hunter 1 and Hunter 2 that the defendants did not have permits to conduct rhinoceros hunts and that it was illegal to conduct a rhinoceros hunt in South Africa without a permit.

Overt Acts 9 – 21: American Hunters 3 and 4

9. On a date unknown, but between in or about 2006 and July of 2008, a Canadian hunting outfitter, sold hunts with and on behalf of defendant OUT OF AFRICA to a group of American hunters, including Hunter 3 and Hunter 4.

10. On an unknown date, but sometime between the purchase of the hunt in 2006 and July of 2008, the defendants caused and required a check in the amount of $4500 to be mailed by Hunter 3 to D. GROENEWALD as a deposit for his hunt.

11. On or about November 7, 2007, the defendants caused and required a check to be mailed by Hunter 4 in Pennsylvania to defendant J. GRONEWALD at defendant OUT OF AFRICA's mailing address in Autaugaville, Alabama.

12. In or about March or April of 2008, the defendants, through the Canadian hunting outfitter, represented to Hunter 3 that OUT OF AFRICA had permits to conduct rhinoceros hunts during their upcoming trip to South Africa and that these hunts were available at a price of $10,000 per animal.

13. Between November of 2007 and July of 2008, defendant J. GRONEWALD made and received telephone calls to and from Hunter 4 in which he offered the sale of a rhinoceros hunt after representing that there were several rhinoceros available to be hunted by Hunter 4 and Hunter 3 that were a "problem."

14. Between in or about July of 2008 and in or about August 2008, defendants provided food, lodging and guiding services to Hunter 4, Hunter 3 and others at OUT OF AFRICA'S ranch in Limpopo Province, South Africa.

15. Between in or about July 2008 and in or about August 2008, defendants sold and caused the sale of a rhinoceros hunt to Hunter 4 and Hunter 3 after representing and causing the representation that these particular rhinoceros were a "problem."

16. Between in or about July 2008 and in or about August 2008, defendant D. GROENEWALD served as the Professional Hunter and guide for Hunter 4 and assisted him in shooting and killing a rhinoceros.

17. After the rhinoceros was killed, defendant D. Groenewald and employees of OUT OF AFRICA used a helicopter to locate the animal whereupon the defendants took a photograph of Hunter 4 while posing with the dead rhinoceros.

18. Between in or about July 2008 and in or about August 2008, defendant D. GROENEWALD, transported and caused the transportation of the dead rhinoceros killed by Hunter 4 to a skinning shed on OUT OF AFRICA's ranch and removed the horns from the dead rhinoceros.

19. Between in or about July 2008 and in or about August 2008, after serving as the Professional Hunter and guide for Hunter 3 to conduct a "green" or dart hunt of a rhinoceros, defendant D. GROENEWALD took photos of Hunter 3 posing with the rhinoceros, stated that the

rhinoceros horn was worth a lot of money in Asian markets, and used a chainsaw to cut the horn off the rhinoceros.

20. In or about August 2008, in Autaugaville, Alabama, defendant J. GROENEWALD charged and received payment from Hunter 3 for the remaining balance of the cost of Hunter 3's hunting trip, including the rhinoceros hunt.

21. In or about August 2008, the defendants concealed and failed to disclose to Hunter 3 that defendants did not have permits to conduct rhinoceros hunts and that it was illegal to conduct a rhinoceros hunt in South Africa without a permit.

Overt Acts 22 – 29: American Hunter 5

22. In or about January of 2007, defendant J. GROENEWALD attended an SCI convention in Reno, Nevada, where he advertised, marketed and sold OUT OF AFRICA's guiding services to American hunters, including Hunter 5.

23. Between the spring and the summer of 2008, defendant J. GROENEWALD booked a hunt for Hunter 5 at OUT OF AFRICA's ranch in South Africa and charged and received a deposit for the hunt in Autaugaville, Alabama.

24. In or about October 2008, the defendants provided food, lodging and guiding services to Hunter 5 at OUT OF AFRICA'S ranch in Limpopo Province, South Africa.

25. In or about October 2008, defendant D. GROENEWALD sold and caused the sale of a rhinoceros hunt to Hunter 5 after representing and causing the representation that this particular rhinoceros was "dangerous" and "aggressive."

26. In or about October 2008, defendant D. GROENEWALD sold and caused the sale of a second rhinoceros hunt to Hunter 5 after representing that this particular rhinoceros had been injured by the first one that Hunter 5 had killed.

27. In or about October 2008, defendants and those employed by the defendants, including the Professional Hunter assigned by the defendants, guided Hunter 5 on rhinoceros hunts and assisted Hunter 5 in shooting and killing the rhinoceros and then took his photograph posing with the dead animals.

28. In or about October 2008, defendants charged and received payment from Hunter 5 for the balance of his hunting trip, including the cost of his rhinoceros hunts.

29. In or about June 2008, defendants concealed and failed to disclose to Hunter 5 that defendants did not have a permit to conduct a rhinoceros hunt and that it was illegal to conduct a rhinoceros hunt in South Africa without a permit.

Overt Acts 30 – 36: American Hunter 6

30. In or about February of 2009, defendant D. GROENEWALD contacted American Hunter 6 by telephone at Hunter 6's home in Colorado and offered him the opportunity to hunt and kill a rhinoceros with a bow and arrow at OUT OF AFRICA's ranch in South Africa after representing that this particular rhinoceros was a "menace."

31. On or about February 26, 2009, and on or about February 29, 2009, defendant J. GROENEWALD spoke with Hunter 6 by telephone and directed Hunter 6 to mail a deposit for the hunt in the amount of $5,000 to OUT OF AFRICA'S address in Autaugaville, Alabama, and then confirmed receipt of the deposit.

32. Between on or about March 25, 2009, and on or about March 27, 2009, defendants provided food, lodging and guiding services to Hunter 6 at OUT OF AFRICA'S ranch in Limpopo Province, South Africa.

33. On or about March 26, 2009, the Professional Hunter assignec by the defendants guided Hunter 6 on a rhinoceros hunt and assisted Hunter 6 in shooting a rhinoceros with a bow and arrow.

34. After Hunter 6 shot the rhinoceros with a bow and arrow three times, the rhinoceros was still breathing and the Professional Hunter assigned to Hunter 6 shot and killed the animal, whereupon the defendants took Hunter 6's photograph posing with the animal.

35. On or about March 29, 2009, defendants charged and received $9,200 in payment from Hunter 6 for the balance of his hunting trip, including the cost of his rhinoceros hunt.

36. Between in or about February 2009 and in or about March 2009, defendants concealed and did not disclose to Hunter 6 that defendants did not have permits to conduct rhinoceros hunts and that it was illegal to conduct a rhinoceros hunt in South Africa without a permit and that it was a violation of South African law to hunt a rhinoceros with a bow and arrow.

Overt Acts 37 – 45: American Hunter 7

37. In or about May of 2008, defendant J. GROENEWALD traveled to Louisville, Kentucky, where he advertised, marketed and sold OUT OF AFRICA guiding services at a National Rifle Association (NRA) convention where OUT OF AFRICA had donated a hunt to be auctioned off to American hunters.

38. Between in or about in May of 2008 and April of 2009, defendant J GROENEWALD contacted Hunter 7, the American hunter who won the NRA auction and assisted in arranging Hunter 7's hunting trip with defendant OUT OF AFRICA

39. For a period of approximately ten days in or about April of 2009, the defendants provided food, lodging and guiding services to Hunter 7 at OUT OF AFRICA'S ranch in Limpopo Province, South Africa.

40. In or about April of 2009, defendant D. GROENEWALD sold and caused the sale of a "green" or dart hunt of a rhinoceros to Hunter 7 after representing and causing the representation that this particular rhinoceros was a "problem" rhino that had been aggressive with other animals.

41. In or about April of 2009, the Professional Hunter assigned by the defendants guided Hunter 7 and assisted him in darting a rhinoceros.

42. After Hunter 7 darted the rhinoceros, it charged at Hunter 7 and the Professional Hunter, so the Professional Hunter assigned to Hunter 7 shot and killed the animal.

43. In or about April 2009, after the rhinoceros was killed, agents and employees of defendant OUT OF AFRICA took a photograph of Hunter 7 posing with the dead animal and cut the horn off of the dead rhinoceros with a knife.

44. In or about October 2008, defendants charged and received payment from Hunter 7, for the unpaid balance of his hunting trip, including the cost of his rhinoceros hunt.

45. In or about October 2008, defendants concealed and failed to disclose to Hunter 7 that defendants did not have permits to conduct rhinoceros hunts and that it was illegal to conduct a rhinoceros hunt in South Africa without a permit.

Overt Acts 46 – 51: American Hunter 8

46. In or about January of 2009, defendant D. GROENEWALD attended the SCI convention in Reno, Nevada, where he advertised, marketed and sold the services of OUT OF AFRICA guiding services to American hunters.

47. Between in or about January 2009 and June 2009, defendant D. GROENEWALD sold and caused the sale of a rhinoceros hunt to Hunter 8, an American hunter, after representing and causing the representation that this particular rhinoceros was "aggressive" and "mean."

48. In or about June 2009, defendants provided food, lodging and guiding services to Hunter 8 at OUT OF AFRICA'S ranch in Limpopo Province, South Africa.

49. In or about June 2009, defendants and those employed by defendants, including the Professional Hunter assigned by defendants, guided Hunter 8 on a rhinoceros hunt and assisted Hunter 8 in shooting and killing a rhinoceros and have his photograph taken while posing with the dead animal.

50. In or about June 2009, defendants charged and received payment from Hunter 8, including the unpaid balance of his hunting trip, including the cost of his rhinoceros hunts.

51. Between in or about January 2009 and in or about June 2009 the defendants concealed and failed to disclose to Hunter 8 that defendants did not have permits to conduct rhinoceros hunts and that it was illegal to conduct a rhinoceros hunt in South Africa without a permit.

Overt Acts 52 – 57: American Hunter 9

52. On an unknown date during the conspiracy but prior to August 2009, defendant J. GROENEWALD spoke by telephone with an American hunting outfitter and offered and booked a trip for the American hunting outfitter's client, Hunter 9, to hunt and kill a rhinoceros on OUT OF AFRICA's ranch in Limpopo Province, South Africa, for a price of $10,000, after representing to the American hunting outfitter that defendants had a cull permit, which indicated that the rhinoceros was a problem animal.

53. On an unknown date during the conspiracy but prior to August 2009, defendant J. GROENEWALD charged and received a deposit for Hunter 9's hunt in the amount of $5,000 from the American hunting outfitter by mail at OUT OF AFRICA's address in Autaugaville, Alabama.

54. In or about August 2009, defendants provided food, lodging and guiding services to the American hunting outfitter, Hunter 9 and others at OUT OF AFRICA'S ranch in Limpopo Province, South Africa.

55. In or about August 2009, defendants and those employed by defendants, including the Professional Hunter assigned by the defendants, guided the American hunting outfitter and Hunter 9 on rhinoceros hunts and assisted Hunter 9 in shooting and killing a rhinoceros and took his photograph while posing with the dead rhinoceros.

56. In or about August 2009, and after the American hunting outfitter and Hunter 9 returned to the United States, defendant J. GROENEWALD charged and received payment from the American hunting outfitter at OUT OF AFRICA's mailing address in Autaugaville, Alabama, for the remaining balance of the cost of Hunter 9's hunting trip, including the cost of hunting and killing of the rhinoceros.

57. Between an unknown date during the conspiracy and in or about August 2009, the defendants concealed and failed to disclose to the American hunting outfitter and Hunter 9 that defendants did not have a permit to conduct a rhinoceros hunt and that it was illegal to conduct a rhinoceros hunt in South Africa without a permit.

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

COUNTS 2 - 7

(Illegal Wildlife Trafficking)

The factual allegations contained in paragraphs 1-10 and Overt Acts 1-57 are realleged and incorporated by reference into Counts 2-7 of this Indictment as if fully set forth herein.

On or about the dates set forth below, within Autauga County, Alabama, in the Middle District of Alabama, in South Africa and elsewhere, defendants,

DAWIE JACOBUS GROENEWALD,
JANNEMAN GEORGE GROENEWALD, and
VALINOR TRADING CC, d/b/a/ OUT OF AFRICA ADVENTUROUS SAFARIS,

did, for money and other valuable consideration, knowingly sell in interstate and foreign commerce, wildlife, namely rhinoceros, having a market value in excess of $350, which they knew were taken, possessed, transported and sold in violation of South African law. Specifically, as further set forth below, defendants knowingly offered and provided hunting, guiding, outfitting and other services to American hunters for the hunting of rhinoceros without a permit, which resulted in the taking, killing, transporting, dehorning and trafficking of rhinoceros in the Limpopo Province of South Africa, and elsewhere, in violation of South African law, including Sections 1, 57(1), 88, and 97(1) of the National Environmental Management: Biodiversity Act, Act 10 of 2004 and the Limpopo Environmental Management Act, Act 7 of 2003.

Count	Dates of Sale	Amount Paid	Description of Hunt
2	2006 to Aug. 2008	$10,000	In or about July or August 2008, Defendants provided guiding services to Hunter 3 to "dart" a rhinoceros.
3	Nov. 2007 to Aug. 2008	$10,000	In or about July or August 2008, Defendants provided guiding services to Hunter 4 to shoot and kill a rhinoceros.
4	Feb. 2007 to Oct. 2008	$5,000	In or about October 2008, Defendants provided guiding services to Hunter 5 to shoot and kill a rhinoceros.
5	Feb. 2007 to Oct. 2008	$3,000	In or about October 2008, Defendants provided guiding services to Hunter 5 to shoot and kill a rhinoceros.
6	Feb. 2009 to Mar. 2009	$12,500	In or about March 2009, Defendants provided guiding services to Hunter 6 to kill a rhinoceros with a bow and arrow.
7	Aug. 2009 to Sep. 2009	$10,000	In or about September 2009, Defendants provided guiding services to Hunter 9 to shoot and kill a rhinoceros.

All in violation of 16 U.S.C. §§ 3372(a)(2),(c)(1); and 3373(d)(1)(B) and Title 18 U.S.C. § 2.

COUNTS 8 - 10
(Mail Fraud)

The factual allegations contained in paragraphs 1-10 and Overt Acts 1-57 are realleged and incorporated by reference into Counts 8-10 of this Indictment as if fully set forth herein.

Beginning on an exact date unknown, but including from in or about 2006 and continuing through August 2009, in Autauga County, Alabama, in the Middle District of Alabama, in South Africa and elsewhere, defendants,

DAWIE JACOBUS GROENEWALD,
JANNEMAN GEORGE GROENEWALD, and
VALINOR TRADING CC, d/b/a/ OUT OF AFRICA ADVENTUROUS SAFARIS,

did devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme and artifice is described in substance in paragraphs 1 through 10 and in Overt Acts 1 through 57 of this Indictment. For the purpose of executing the above described scheme and artifice the defendants did knowingly cause to be placed in an authorized depository for mail matter, and cause to be delivered by mail and by a private and commercial interstate carrier, the matters, items and things described below:

COUNT	DATE	ITEM
8	November 6, 2008	Check payment for hunt mailed from Hunter 4 in Pennsylvania to J. GROENEWALD in the Middle District of Alabama.
9	February 26, 2009	Check payment for hunt sent from Hunter 6 via Federal Express from Colorado to J. GROENEWALD in the Middle District of Alabama.

10	September 23, 2009	Check payment for hunt mailed from American hunting outfitter in Texas to J. GROENEWALD in the Middle District of Alabama.

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

COUNTS 11 - 17
(International Money Laundering)

The factual allegations contained in paragraphs 1-10 and Overt Acts 1-57 are realleged and incorporated by reference into Counts 11-17 of this Indictment as if fully set forth herein.

On or about the dates and for approximately the amounts set forth below, in the Middle District of Alabama and elsewhere, defendants,

DAWIE JACOBUS GROENEWALD,
JANNEMAN GEORGE GROENEWALD, and
VALINOR TRADING CC, d/b/a/ OUT OF AFRICA ADVENTUROUS SAFARIS,

did transport, transmit, and transfer monetary instruments and funds, by wire transfer and as described below, to and from banks located in the inside the United States in the Middle District of Alabama, to and from banks outside located outside the United States and in South Africa and Botswana, with the intent to promote the carrying on of specified unlawful activities, including mail fraud as described in Counts 8-10 of this Indictment.

COUNT	DATE	TO	FROM	AMOUNT
11	March 28, 2008	OUT OF AFRICA, Botswana	J. GROENEWALD, Alabama	$10,000
12	May 12, 2008	VALINOR TRADING, South Africa	J. GROENEWALD, Alabama	$10,000
13	May 12, 2008	OUT OF AFRICA, Botswana	J. GROENEWALD, Alabama	$10,000

14	May 21, 2008	VALINOR TRADING, South Africa	J. GROENEWALD, Alabama	$12,000
15	May 30, 2008	J. GROENEWALD, Alabama	D.GROENEWALD, South Africa	$9,975
16	Aug. 29, 2008	J. GROENEWALD, Alabama	VALINOR TRADING, South Africa	$5,000
17	Oct. 26, 2010	VALINOR TRADING, South Africa	J. GROENEWALD, Alabama	$25,000

In violation of Title 18, United States Code, Sections 1956(a)(2)(A) and 2.

COUNT 18
(Structuring)

On or about the dates set forth below, within the Middle District of Alabama and elsewhere, defendant,

JANNEMAN GEORGE GROENEWALD,

did knowingly structure the following currency transactions knowing of the domestic financial institution's legal obligation to report transactions in excess of $10,000, for the purpose of evading that reporting obligation:

DATE	DESCRIPTION OF TRANSACTION
Feb. 10, 2009	A cash deposit in the amount of approximately $9,900 into the personal account of J. GROENEWALD at River Bank and Trust in Prattville, AL.
Feb. 11, 2009	A cash deposit in the amount of approximately $9,900 into the personal account of J. GROENEWALD at River Bank and Trust in Prattville, AL.
Feb. 17, 2009	A cash deposit in the amount of approximately $9,700 into the personal account of J. GROENEWALD at River Bank and Trust in Prattville, AL.

Feb. 18, 2009	A cash deposit in the amount of approximately $9,000 into the personal account of J. GROENEWALD at River Bank and Trust in Prattville, AL.

These transactions furthered J. GROENEWALD'S commission of the Money Laundering offenses alleged in Counts 11-17 of the Indictment, all in violation of Title 31, United States Code, Section 5324.

A TRUE BILL:

Foreperson

GEORGE L. BECK, JR.
UNITED STATES ATTORNEY
U.S. Attorney's Office
Middle District of Alabama

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