UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 03-60030 CR-MARRA

18 U.S.C. § 371
18 U.S.C. § 1341
18 U.S.C. § 1343
18 U.S.C. § 1951
18 U.S.C. § 1956(h)
49 U.S.C. § 14912
18 U.S.C. § 2
18 U.S.C. § 981(a)(1)(C)
18 U.S.C. § 982(a)(1)

MAGISTRATE JUDGE
SELTZER

FILED BY: _____ D.C.
2003 FEB 13 PM 5:22
CLERK U.S. DIST. CT.
S.D. OF FL.-FTL.

UNITED STATES OF AMERICA

v.

ALL POINTS USA RELOCATION SYSTEMS, INC.,
MOSHE BACHAR,
a/k/a "Mike,"
EDMOND BEN-AMI,
RAFAEL ASSOULIN,
a/k/a "Ralph Smith,"
SHARON ELMAKIAS,
a/k/a "Sean Garland,"
FIRAS HLEIHIL,
a/k/a "Phil Cooper,"
and "Phil Hleihil,"
BARUCH SHALIT,
a/k/a "Ben Rosen,"
and "Bibi," and
WANDERSON DA SILVA,
a/k/a "Anderson,"

Defendants
_____/

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times relevant to this indictment:

1. Defendant **ALL POINTS USA RELOCATION SYSTEMS, INC. ("ALL POINTS")**, was a moving company with offices in Pembroke Park, Florida, and elsewhere, engaged in the

interstate transportation of household goods ("goods") for members of the public.

2. **ALL POINTS** maintained bank account number 053068675565 at J.P. Morgan Chase Bank ("Chase Bank") and bank account number 2090002998937 at First Union National Bank ("First Union"), which later became Wachovia Bank.

3. **ALL POINTS** maintained a website at www.allpointsusa.com, which could be accessed by any computer in the world that was connected to the Internet.

4. Defendant **MOSHE BACHAR,** a/k/a "Mike," was a resident of Hollywood, Florida, and was a co-owner of **ALL POINTS.** As a co-owner of **ALL POINTS**, defendant **MOSHE BACHAR** was involved in the day-to-day operations of the company.

5. Defendant **EDMOND BEN-AMI** was a resident of Hollywood, Florida, and was a co-owner of **ALL POINTS.** As a co-owner of **ALL POINTS**, defendant **EDMOND BEN-AMI** ran the day-to-day operations of the company.

6. Defendants **MOSHE BACHAR** and **EDMOND BEN-AMI** had signatory authority on bank account number 053068675565 at Chase Bank and bank account number 2090002998937 at First Union.

7. Defendant **EDMOND BEN-AMI** maintained bank account numbers 1010030331945 and 3000039958670 at First Union.

8. Defendant **MOSHE BACHAR** maintained bank account number 3000041471019 at First Union and had signatory authority on bank account number 1090015739980 at First Union.

9. Defendant **RAFAEL ASSOULIN,** a/k/a "Ralph Smith," worked in Pembroke Park, Broward County, Florida, and was a sales representative for **ALL POINTS.** As a sales representative, defendant **RAFAEL ASSOULIN** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

10. Defendant **SHARON ELMAKIAS,** a/k/a "Sean Garland," was a resident of Bay Harbor

Island, Florida, and was a sales representative for **ALL POINTS**. As a sales representative, defendant **SHARON ELMAKIAS** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

11. Defendant **FIRAS HLEIHIL,** a/k/a "Phil Cooper" and "Phil Hleihil," was a resident of Fort Lauderdale, Florida, and was a sales representative for **ALL POINTS**. As a sales representative, defendant **FIRAS HLEIHIL** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

12. Defendant **BARUCH SHALIT,** a/k/a "Ben Rosen" and "Bibi," was a resident of Fort Lauderdale, Florida, and was a sales representative for **ALL POINTS**. As a sales representative, defendant **BARUCH SHALIT** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

13. **WANDERSON DA SILVA**, a/k/a "Anderson," served as a moving foreman for **ALL POINTS** and also answered telephone calls from **ALL POINTS** customers.

COUNT 1
(Conspiracy: 18 U.S.C. 371)

1. Paragraphs 1 through 13 of the General Allegations section are realleged and incorporated as though fully set forth herein.

2. From in or around February 1999, and continuing through the date of this Indictment, at Pembroke Park, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

ALL POINTS USA RELOCATION SYSTEMS, INC.,
MOSHE BACHAR,
a/k/a "Mike,"
EDMOND BEN-AMI,
RAFAEL ASSOULIN,
a/k/a "Ralph Smith,"
SHARON ELMAKIAS,
a/k/a "Sean Garland,"
FIRAS HLEIHIL,
a/k/a "Phil Cooper,"
and "Phil Hleihil,"

BARUCH SHALIT,
a/k/a "Ben Rosen,"
and "Bibi,"
and
WANDERSON DA SILVA,
a/k/a "Anderson,"

did knowingly and willfully combine, conspire, confederate, and agree with each other and with others known and unknown to the Grand Jury, to commit certain offenses against the United States, namely:

a. to knowingly and willfully devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice to transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures and sounds, in violation of Title 18, United States Code, Section 1343;

b. to knowingly and willfully devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, and attempting to do so, to cause to be delivered by the United States Postal Service and by commercial interstate carrier, according to the directions thereon, certain matters and things, in violation of Title 18, United States Code, Section 1341;

c. to knowingly and willfully delay and affect commerce and the movement of articles and commodities in commerce, and attempt to delay and affect commerce and the movement of articles and commodities in commerce, by robbery and extortion, and to knowingly and willfully commit and threaten physical violence to property in furtherance of a plan and purpose to commit extortion and robbery, in violation of Title 18, United States Code, Section 1951; and

d. to knowingly and willfully commit "weight-bumping," that is, to knowingly and willfully make and secure fraudulent weights on shipments of household goods that are subject to

the jurisdiction of the United States Secretary of Transportation and the Surface Transportation Board under Title 49, United States Code, Sections 13101, 13501, and 13531, in violation of Title 49, United States Code, Section 14912.

OBJECT OF THE CONSPIRACY

3. It was the purpose and object of the conspiracy for the defendants unjustly to enrich themselves by luring customers into doing business with **ALL POINTS** by fraudulently offering customers low moving estimates, subsequently fraudulently inflating the prices of the moves, and thereafter unjustifiedly withholding delivery of the customers' goods until the customers paid the fraudulently inflated prices to **ALL POINTS**.

MANNER AND MEANS

The manner and means by which the defendants sought to accomplish the object of the conspiracy included the following:

4. Defendant **ALL POINTS** represented itself to the public as a reputable and long-established moving company.

5. Defendants **RAFAEL ASSOULIN, SHARON ELMAKIAS, FIRAS HLEIHIL, BARUCH SHALIT,** and other **ALL POINTS** employees fraudulently provided low moving estimates to customers to induce them to hire defendant **ALL POINTS** to move their goods. These estimates were conveyed via United States Postal Service, telephone, facsimile or electronic mail ("e-mail").

6. Defendants **MOSHE BACHAR, EDMOND BEN-AMI,** and other **ALL POINTS** employees supervised loading foremen who, at the times of the loading of the customers' goods, pressured the **ALL POINTS** customers to sign blank and incomplete bills of lading and other documents, and failed to inform the customers of the total price of the move.

7. Once the customers' goods had been loaded, defendants **WANDERSON DA SILVA,**

RAPHAEL ASSOULIN, SHARON ELMAKIAS, EDMOND BEN-AMI, FIRAS HLEIHIL, BARUCH SHALIT, MOSHE BACHAR, and other **ALL POINTS** employees would inflate the total price of the move by falsely claiming that the customers' goods weighed more than had been originally estimated by defendant **ALL POINTS** and by overcharging the customers for packing materials.

8. When contacted by customers requesting the delivery of their goods, defendants **MOSHE BACHAR, EDMOND BEN-AMI**, and other **ALL POINTS** employees demanded full payment of the inflated price before defendant **ALL POINTS** would deliver the goods.

9. Defendants **RAFAEL ASSOULIN, SHARON ELMAKIAS, FIRAS HLEIHIL, BARUCH SHALIT,** and other **ALL POINTS** employees ignored customers' repeated complaints about the inflated prices and lied to the customers about the delivery of their goods.

10. Defendants **MOSHE BACHAR, EDMOND BEN-AMI**, and other **ALL POINTS** employees prepared false weight tickets and provided them to customers.

11. When customers refused to pay the inflated price, defendant **EDMOND BEN-AMI** and other **ALL POINTS** employees arranged to warehouse customers' goods and refused to divulge the locations of the goods to customers.

12. When delivering the customers' goods, **ALL POINTS** foremen, acting under the direction of defendants **MOSHE BACHAR, EDMOND BEN-AMI**, and other **ALL POINTS** employees, demanded that customers pay any outstanding balances as fraudulently determined by **ALL POINTS** before they would unload the customers' goods.

13. Defendants **MOSHE BACHAR, EDMOND BEN-AMI**, and other **ALL POINTS** employees refused to compensate customers adequately for any damaged and undelivered goods.

OVERT ACTS

14. In furtherance of the conspiracy and to effect the objects thereof, the following overt

acts, among others, were committed in Broward County, in the Southern District of Florida, and elsewhere, by one or more co-conspirators:

A. Undercover Agent

1. On or about April 23, 2002, defendant **FIRAS HLEIHIL,** using the name "Phil Hleihil," and another **ALL POINTS** employee had a telephone conversation with a witness who was cooperating with the Federal Bureau of Investigation ("CW"), in which defendant **FIRAS HLEIHIL** provided the CW with an estimate of $1,925 to move the goods of an FBI undercover agent ("UCA1") from New Jersey to Louisiana.

2. On or about April 23, 2002, defendants **ALL POINTS** and **FIRAS HLEIHIL** caused a United States Department of Transportation, Office of Inspector General undercover agent ("UCA2") to pay **ALL POINTS** a $400 deposit on the move, via the United States Postal Service.

3. On or about May 1, 2002, an **ALL POINTS** crew loaded UCA1's goods in New Jersey.

4. On or about May 3, 2002, an **ALL POINTS** employee had a telephone conversation with UCA1 in which the **ALL POINTS** employee falsely told UCA1 that UCA1's goods weighed 3,350 pounds and then inflated the price of the move to $2,675.

5. On or about May 30, 2002, defendant **WANDERSON DA SILVA**, using the name "Anderson," had a telephone conversation with the CW in which defendant **WANDERSON DA SILVA** advised the CW that although the CW had decided to cancel the move, the CW would have to pay a total of $1,100 before defendant **ALL POINTS** would release UCA1's goods from the warehouse.

6. On or about June 13, 2002, defendant **WANDERSON DA SILVA**, using the name "Anderson," gave UCA2 a weight ticket that falsely reflected a net weight of 3,350 pounds for UCA1's goods, when, in fact, UCA1's goods weighed only approximately 2,040 pounds.

7. On or about June 13, 2002, defendant **WANDERSON DA SILVA**, using the name "Anderson," caused UCA2 to pay the outstanding balance on the fraudulently inflated price of $1,500 before he would release UCA1's goods to UCA2.

B. S.G.

1. On or about May 11, 2002, defendant **FIRAS HLEIHIL**, using the name "Phil Cooper," sent S.G. a written estimate of $1,680 through the United States Postal Service to move his goods from Florida to New Jersey.

2. On or about May 20, 2002, an **ALL POINTS** crew loaded S.G.'s goods and received from the warehouse where S.G.'s goods were stored a weight ticket reflecting that S.G.'s goods weighed 5,613 pounds.

3. On or about May 21, 2002, an **ALL POINTS** employee, using the name "Ron Smith," had a telephone conversation with S.G. in which the **ALL POINTS** employee falsely told S.G. that his goods weighed 9,000 pounds and inflated the price of S.G.'s move to $5,500.

4. On or about May 23, 2002, an **ALL POINTS** employee, using the name "Ron Smith," had a telephone conversation with S.G. during which the **ALL POINTS** employee told S.G. that he would not release S.G.'s goods unless S.G. paid 75% of **ALL POINTS**'s inflated price, and threatened to auction S.G.'s goods if S.G. did not pay the inflated price within thirty days.

5. On or about May 24, 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with S.G. in which defendant **EDMOND BEN-AMI** refused to lower the price of S.G.'s move.

6. On or about June 6, 2002, an **ALL POINTS** employee, using the name "Ron Smith," sent a facsimile to S.G. advising S.G. that the total price for S.G.'s move was now $4,500 and required S.G. to pay in total before his goods would be unloaded.

C. C.S.

1. On or about January 20, 2002, defendant **BARUCH SHALIT**, using the name "Ben Rosen," faxed C.S. an estimate of $4,480 to move her goods from Florida to Michigan.

2. On or about February 19, 2002, defendant **BARUCH SHALIT**, using the name "Ben Rosen," had a telephone conversation with C.S. in which defendant **BARUCH SHALIT** provided C.S. with an estimate of $.28 per pound, 10% off packing supplies, and full free packing services.

3. On or about February 19, 2002, defendant **RAFAEL ASSOULIN,** using the name "Ralph Smith," had a telephone conversation with C.S. in which defendant **RAFAEL ASSOULIN** confirmed the terms of the estimate and took a deposit of $900 from C.S. by credit card.

4. On or about February 19, 2002, defendant **BARUCH SHALIT**, using the name "Ben Rosen," sent C.S. an e-mail that confirmed the price of the estimate at $4,480, which included door-to-door service, loading, unloading, packing, unpacking, and labor.

5. On or about February 27, 2002, an **ALL POINTS** foreman attempted to persuade C.S. to sign a blank document entitled, "Addendum to Contract."

6. From on or about February 27 through on or about February 28, 2002, an **ALL POINTS** crew loaded C.S.'s goods for the move.

7. On or about February 28, 2002, an **ALL POINTS** foreman again attempted to persuade C.S. to sign a blank document entitled, "Addendum to Contract," and, when C.S. declined, the **ALL POINTS** foreman refused to provide C.S. with a copy of the paperwork for the move, including the contract.

8. On or about March 4, 2002, defendant **FIRAS HLEIHIL**, using the name "Phil," had a telephone conversation with C.S. in which defendant **FIRAS HLEIHIL** inflated the price of the move to $21,194.

9. On or about March 7, 2002, defendant **FIRAS HLEIHIL**, using the name "Phil," had a telephone conversation with C.S. in which he changed the price of the move to $14,576.

10. On or about March 8, 2002, defendant **FIRAS HLEIHIL**, using the name "Phil," faxed an invoice to C.S. for payment of $17,826 for the move.

11. On or about March 8, 2002,defendant **FIRAS HLEIHIL**, using the name "Phil," had a telephone conversation with C.S. in which defendant **FIRAS HLEIHIL** refused to provide C.S. with a copy of defendant **ALL POINTS**'s tariff, C.S.'s contract, and copies of the documents that C.S. had previously signed, unless C.S. signed the invoice for $17,826, marked it void, and sent it back to defendant **FIRAS HLEIHIL**.

12. On or about March 12, 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with C.S. in which defendant **EDMOND BEN-AMI** adjusted the price of the move to $14,000.

13. On or about March 14, 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with C.S. in which defendant **EDMOND BEN-AMI** changed the price to $15,000 and insisted that C.S. immediately wire transfer $10,000 to defendant **EDMOND BEN-AMI**'s bank.

14. On or about March 21, 2002, defendant **RAFAEL ASSOULIN**, using the name "Ralph Smith," had a telephone conversation with C.S. in which defendant **RAFAEL ASSOULIN** stated that defendant **ALL POINTS** would auction C.S.'s goods unless C.S. paid $15,000.

15. On or about April 29, 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with C.S. in which defendant **EDMOND BEN-AMI** told C.S. that he would charge $6,000 for C.S. to retrieve her goods from defendant **ALL POINTS**'s Florida warehouse, or $5,000 if **ALL POINTS** first unwrapped the goods and kept all of the packaging materials.

16. On or about May 28, 2002, defendants **EDMOND BEN-AMI** and **MOSHE BACHAR**, using the name "Mike," met with C.S. and demanded that C.S. pay $13,000, plus three

months' storage, and sign a document releasing defendant **ALL POINTS** from any claims, before defendant **ALL POINTS** would provide C.S. with her goods.

17. On or about June 24, 2002, defendant **ALL POINTS** sent C.S. a letter through the United States Postal Service that stated that defendant **ALL POINTS** would initiate auction proceedings unless C.S. paid for and retrieved her goods by June 24, 2002.

18. On or about June 24, 2002, defendant **BARUCH SHALIT**, using the name "Ben Rosen," had a telephone conversation with C.S. in which defendant **BARUCH SHALIT** discussed the possible auction of C.S.'s goods.

D. J.E. and M.R.

1. On or about January 21, 2002, defendant **RAFAEL ASSOULIN**, using the name "Ralph," had a telephone conversation with M.R. in which defendant **RAFAEL ASSOULIN** gave M.R. an estimate of $1,364 to move M.R. and J.E.'s goods from South Carolina to California.

2. From between on or about January 24 and on or about January 25, 2002, an **ALL POINTS** crew packed and loaded J.E. and M.R.'s goods in South Carolina, telling M.R. that the packaging materials, including the bubble wrap and blankets, would not cost extra.

3. On or about January 31, 2002, an **ALL POINTS** employee had a telephone conversation with M.R. in which the **ALL POINTS** employee inflated the price of the move to $7,393, including $1,693 for packaging supplies.

4. On or about February 1, 2002, an **ALL POINTS** employee using the name "Ron" faxed an estimate to J.E., who was using the name "William Lewis," for $1,300 to move 2,000 pounds of goods from South Carolina to California.

5. On or about February 5, 2002, defendant **SHARON ELMAKIAS**, using the name "Sean Garland," sent a facsimile to M.R., stating that **ALL POINTS**'s total bill was $7,393, including $1,643 for packaging materials and services, $200 for "handling," $4,650 for 7,500 pounds

of goods, and $900 for labor.

6. On or about February 28, 2002, defendant **SHARON ELMAKIAS**, using the name "Sean Garland," had a telephone conversation with J.E. in which defendant **SHARON ELMAKIAS** stated that defendant **ALL POINTS** used a cubic footage system to determine the cost of J.E. and M.R.'s move.

7. On or about April 17, 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with J.E. in which defendant **EDMOND BEN-AMI** demanded that J.E. pay $7,000 for the return of his property.

8. On or about April 25, 2002, defendant **EDMOND BEN-AMI** sent a facsimile to J.E in California indicating that the cost of J.E. and M.R.'s move was $7,393.

E. A.B. and L.B.

1. In or around January 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with L.B., in which defendant **EDMOND BEN-AMI** provided L.B. with an estimate ranging from $1,600 to $1,800 to move A.B. and L.B.'s goods from Florida to Tennessee.

2. On or about February 4, 2002, after an **ALL POINTS** crew loaded A.B. and L.B.'s goods, the foreman of the **ALL POINTS** loading crew inflated the price of the move to $3,260.

3. On or about February 8, 2002, defendant **SHARON ELMAKIAS**, using the name "Sean Garland," had a telephone conversation with A.B. in which defendant **SHARON ELMAKIAS** advised A.B. that A.B. and L.B.'s goods would not be returned until they paid $10,000.

4. On or about February 13, 2002, defendant **SHARON ELMAKIAS**, using the name "Sean Garland," sent a facsimile to A.B. requiring A.B. to pay $3,260 to defendant **ALL POINTS** and release defendant **ALL POINTS** from all claims before defendant **ALL POINTS** would permit A.B. and L.B. to retrieve their goods from defendant **ALL POINTS**'s warehouse in

Florida.

5. On or about February 13, 2002, defendant **SHARON ELMAKIAS**, using the name "Sean Garland," caused A.B. to wire transfer $3,260 to Chase Bank account number 0243610055212, in the name of defendant **ALL POINTS**.

F. S.B. and A.C.

1. In or around May 2002, an **ALL POINTS** employee sent S.B. an e-mail in which the **ALL POINTS** employee provided S.B. with an estimate of $450 to move A.C.'s goods from Florida to New York.

2. On or about May 27, 2002, an **ALL POINTS** foreman had A.C. sign a blank document before loading A.C.'s goods.

3. Between on or about June 6, 2002, and June 24, 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with S.B. in which defendant **EDMOND BEN-AMI** inflated the price of the move to $900 and threatened S.B. that A.C. would not receive A.C.'s goods unless S.B. paid the inflated price.

G. A.L. and P.B.

1. On or about October 16, 2002, an **ALL POINTS** employee had a telephone conversation with P.B. in which the **ALL POINTS** employee provided P.B. with an estimate of $945 to move 2,100 pounds of A.L. and P.B.'s goods from Colorado to Florida.

2. On or about October 22, 2002, an **ALL POINTS** employee faxed P.B. an estimate of $945 to move 2,100 pounds of A.L. and P.B.'s goods from Colorado to Florida.

3. On or about November 4, 2002, an **ALL POINTS** crew arrived to load P.B. and A.L.'s goods.

4. On or about November 4, 2002, after all of A.L. and P.B.'s goods had been loaded, defendant **WANDERSON DA SILVA**, using the name "Anderson," had a telephone conversation

with A.L. in which defendant **WANDERSON DA SILVA** claimed that A.L. and P.B.'s goods weighed eight thousand pounds, and inflated the price of the move to $6,100.

5. On or about November 30, 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with P.B. during which defendant **EDMOND BEN-AMI** again changed the price of the move, and threatened P.B. that if she failed to pay the inflated price, she would not receive her goods.

6. On or about December 5, 2002, an **ALL POINTS** employee caused P.B. to wire transfer $3,400 to First Union account number 2090002998937 before **ALL POINTS** would deliver P.B. and A.L.'s goods.

H. V.M

1. In or around early August 2002, an **ALL POINTS** employee, using the name "Ron," had a telephone conversation with V.M. in which "Ron" provided V.M. with an estimate of $1,225 to move 3,500 pounds of V.M.'s goods from New York to Florida.

2. On or about August 10, 2002, an **ALL POINTS** crew loaded V.M.'s goods for the move to Florida.

3. On or about August 10, 2002, an **ALL POINTS** foreman inflated the price of the move to $7,700, and told V.M. that he would have to pay 75% of the inflated price in cash immediately.

4. On or about August 10, 2002, when V.M. told the **ALL POINTS** foreman that he could not afford the inflated price and requested that the **ALL POINTS** foreman offload the truck, the **ALL POINTS** foreman told V.M. that it would cost $3,200 to offload the truck.

5. On or about August 10, 2002, when V.M. declined to pay the $3,200, the **ALL POINTS** foreman left with V.M.'s goods.

6. On or about August 11, 2002, an **ALL POINTS** employee, using the name "Fred,"

had a telephone conversation with V.M. in which Fred stated that V.M. would have to pay $7,700.

7. On or about August 12, 2002, defendant **EDMOND BEN-AMI** had a telephone conversation with V.M. in which defendant **EDMOND BEN-AMI** stated that the longer that V.M. waited to pay, the more likely that damage to V.M.'s goods would occur.

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

COUNTS 2 - 11
(Wire Fraud: 18 U.S.C. 1343)

1. Paragraphs 1 through 13 of the General Allegations and paragraphs 4 through 13 of Count 1 of this Indictment are realleged and incorporated as though fully set forth herein.

SCHEME AND ARTIFICE

2. It was the object of the scheme and artifice for the defendants to unjustly enrich themselves by luring customers into doing business with **ALL POINTS** by fraudulently offering them low moving estimates, subsequently fraudulently inflating the prices of the moves, and thereafter unjustifiedly withholding delivery of their goods until they paid the fraudulently inflated prices to **ALL POINTS**.

USE OF THE WIRES

3. On or about the dates listed below, at Pembroke Park, Broward County, in the Southern District of Florida, and elsewhere, the defendants, listed below as to each count, for the purpose of executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications, certain writings, signs, signals and sounds, as more specifically described below:

COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
2	1/21/02	**MOSHE BACHAR, EDMOND BEN-AMI, RAFAEL ASSOULIN**	Telephone conversation between **RAFAEL ASSOULIN** in Florida and M.R. in South Carolina in which **RAFAEL ASSOULIN** conveyed an estimate.
3	2/05/02	**MOSHE BACHAR, EDMOND BEN-AMI, SHARON ELMAKIAS**	Facsimile from **SHARON ELMAKIAS** in Florida to M.R. in California, stating that the price for M.R. and J.E.'s move was $7,393.
4	2/19/02	**MOSHE BACHAR, EDMOND BEN-AMI, BARUCH SHALIT**	E-mail from **BARUCH SHALIT** in Florida to C.S. in Michigan, conveying an estimate.
5	2/19/02	**MOSHE BACHAR, EDMOND BEN-AMI, RAFAEL ASSOULIN**	Telephone conversation between **RAFAEL ASSOULIN** in Florida and C.S. in Michigan, in which **RAFAEL ASSOULIN** advised C.S. that **ALL POINTS** would charge $.28 per pound to move C.S.'s goods from Florida to Michigan.
6	3/04/02	**MOSHE BACHAR, EDMOND BEN-AMI, FIRAS HLEIHIL**	Telephone conversation between **FIRAS HLEIHIL** in Florida and C.S. in Michigan in which **FIRAS HLEIHIL** stated that the price for C.S.'s move from Florida to Michigan was $21,194.
7	4/25/02	**MOSHE BACHAR, EDMOND BEN-AMI**	Facsimile from **EDMOND BEN-AMI** in Florida to J.E. in California, conveying an estimate.
8	5/2/02	**MOSHE BACHAR, EDMOND BEN-AMI**	Telephone conversation between **EDMOND BEN-AMI** in Florida and C.S. in Michigan in which **EDMOND BEN-AMI** told C.S. that C.S. would have to pay $6,000 or $5,000 (if **ALL POINTS** unwrapped all of the packing material from C.S.'s goods) to retrieve C.S.'s goods from **ALL POINTS**'s warehouse before they were transported from Florida.

COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
9	8/12/02	**MOSHE BACHAR, EDMOND BEN-AMI**	Telephone conversation between **EDMOND BEN-AMI** and V.M. in which **EDMOND BEN-AMI** advised V.M. that V.M. had to pay $7,000 to receive his goods from **ALL POINTS**, and the longer V.M. waited to pay, the more likely that damage would occur to V.M.'s goods.
10	11/4/02	**MOSHE BACHAR, EDMOND BEN-AMI, WANDERSON DA SILVA**	Telephone conversation between **WANDERSON DA SILVA** in Colorado and A.L. in Florida, in which **WANDERSON DA SILVA** falsely stated that the weight of P.B. and A.L.'s goods was 8,000 pounds, and the price of the move was $6,100.
11	2/7/~~02~~ 03	**ALL POINTS, MOSHE BACHAR, EDMOND BEN-AMI**	Communication over **ALL POINTS**'s website promoting **ALL POINTS** and offering estimates.

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

COUNTS 12-14
(Mail Fraud: 18 U.S.C. 1341 and 2)

1. Paragraphs 1 through 13 of the General Allegations and paragraphs 4 through 13 of Count 1 of this Indictment are realleged and incorporated as though fully set forth herein.

SCHEME AND ARTIFICE

2. It was the object of the scheme and artifice for the defendants to unjustly enrich themselves by luring customers into doing business with **ALL POINTS** by fraudulently offering them low moving estimates, subsequently fraudulently inflating the prices of their moves, and thereafter unjustifiedly withholding delivery of their goods until they paid the inflated price to **ALL POINTS**.

USE OF THE MAIL

3. On or about the dates listed below, at Pembroke Park, Broward County, in the Southern District of Florida, and elsewhere, the defendants, listed below as to each count, for the purpose of executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly cause to be delivered by the United States Postal Service, according to the directions thereon, certain mail matters and things, as more specifically described below:

COUNT	DATE	DEFENDANT	DESCRIPTION OF MAIL MATTER
12	04/23/02	**MOSHE BACHAR, EDMOND BEN-AMI, FIRAS HLEIHIL**	Postal money order number 04483855067, from UCA, in the amount of $400.00 to the **ALL POINTS** office located at 2027 S.W. 31st Avenue, Pembroke Park, Florida.
13	05/11/02	**MOSHE BACHAR, EDMOND BEN-AMI, FIRAS HLEIHIL**	Written estimate to S.G. from **ALL POINTS** office located at 2027 S.W. 31st Avenue, Pembroke Park, Florida.
14	06/24/02	**MOSHE BACHAR, EDMOND BEN-AMI**	Letter sent to C.S. from **ALL POINTS** office located at 2027 S.W. 31st Avenue, Pembroke Park, Florida.

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

COUNTS 15-23
(Extortion: 18 U.S.C. 1951 and 2)

1. Paragraphs 1 through 13 of the General Allegations and paragraphs 4 through 13 of Count 1 of this Indictment are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at Pembroke Park, Broward County, in the Southern District of Florida, and elsewhere, the defendants, listed as to each count below, did unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce by means of extortion by demanding to receive money for moving services from customers, with their consent induced by the wrongful use of fear of economic harm, in that, defendants threatened to withhold delivery of customers' goods unless they paid the inflated move prices that **ALL POINTS** falsely claimed it was owed.

COUNT	DATES	DEFENDANTS	CUSTOMER
15	1/20/02-7/16/02	**MOSHE BACHAR, EDMOND BEN-AMI, RAFAEL ASSOULIN, FIRAS HLEIHIL, BARUCH SHALIT**	C.S.
16	1/21/02-Date of Indictment	**MOSHE BACHAR, EDMOND BEN-AMI, RAFAEL ASSOULIN, SHARON ELMAKIAS**	J.E. and M.R.
17	1/02-2/20/02	**MOSHE BACHAR, EDMOND BEN-AMI, SHARON ELMAKIAS**	A.B and L.B.
18	5/11/02-7/23/02	**MOSHE BACHAR, EDMOND BEN-AMI, FIRAS HLEIHIL**	S.G.
19	8/02-10/02	**MOSHE BACHAR, EDMOND BEN-AMI**	V.M.
20	10/02-12/7/02	**MOSHE BACHAR, EDMOND BEN-AMI, WANDERSON DA SILVA**	P.B. and A.L.

COUNT	DATES	DEFENDANTS	CUSTOMER
21	5/02-7/27/02	**MOSHE BACHAR, EDMOND BEN-AMI**	S.B.
22	4/02-Date of Indictment	**MOSHE BACHAR, EDMOND BEN-AMI, BARUCH SHALIT**	A.O.
23	1/4/02-Date of Indictment	**MOSHE BACHAR, EDMOND BEN-AMI**	Co.S.

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNT 24
(Conspiracy to Commit Money Laundering: 18 U.S.C. 1956(h))

1. Paragraphs 1 through 13 of the General Allegations and 4 through 13 of Count 1 of this Indictment are realleged and incorporated as though fully set forth herein.

2. From on or about February 1, 2001, and continuing through the date of this Indictment, at Pembroke Park, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

ALL POINTS USA RELOCATION SYSTEMS, INC.,
MOSHE BACHAR,
a/k/a/ "Mike," and
EDMOND BEN-AMI,

did knowingly and willfully combine, conspire, confederate and agree with each other, and with others known and unknown to the Grand Jury, to commit the following offenses:

A. to conduct and attempt to conduct financial transactions affecting interstate commerce, which financial transactions involved the proceeds of a specified unlawful activity, that is, mail fraud, wire fraud, and extortion, in violation of Title 18, United States Code, Sections 1341, 1343, and 1951, knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, and with the intent to promote the carrying on of such specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i); and

B. to engage and attempt to engage in monetary transactions affecting interstate and foreign commerce, by and through a financial institution, in criminally derived property of a value greater than $10,000, said property being derived from a specified unlawful activity, that is, mail fraud, wire fraud, and extortion, in violation of Title 18, United States Code, Sections 1341, 1343, and 1951, in violation of Title 18, United States Code, Section 1957.

All in violation of Title 18, United States Code, Section 1956(h).

FORFEITURE

1. The allegations of Counts 2 through 24 of this Indictment are realleged and incorporated by reference for the purpose of alleging forfeitures to the United States of America, pursuant to the provisions of Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), and the procedures outlined in Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461.

2. Upon conviction of any violation of Title 18, United States Code, Section 1956, each defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), all property, real and personal, involved in such offense and any property traceable to such property.

3. Upon conviction of any violation of Title 18, United States Code, Sections 1341, 1343, and 1951, each defendant shall forfeit to the United States any property, real or personal, constituting or derived from proceeds traceable to such violation, pursuant to Title 18, United States Code, Section 981(a)(1)(C).

4. The property subject to forfeiture includes, but is not limited to, the following:

A. At least the sum of $1,000,000;

B. All that lot or parcel of land, together with its buildings, improvements, fixtures, attachments and easements, located at the following locations:

i. 3400 North 46th Avenue, Hollywood, Florida 33021, more particularly described as Lot 4 in block Hollywood Hills North section one, according to the Plat thereof, as recorded in Plat Book 66 at page 20 of the public records of Broward County, Florida;

ii. 100 Kensington Road, Unit 100, Hollywood, Florida 33021, more particularly described as Unit number 100, Greens of Emerald Hills Phase Three, a Condominium, according to the declaration and the exhibits annexed thereto, as recorded in official records book 8088 at page 119, of the public records of Broward County, Florida;

iii. 2411-2413 S.W. Manor, Fort Lauderdale, Florida 33312, more particularly described as Lot 92 of La Beau Acre Third Unit, according to the Plat thereof, as recorded in Plat Book 82 at page 11 of the public record of Broward County, Florida.

C. Other personal property, described as follows:

i. all of the contents of First Union account number 3000041471019, in the name of defendant **MOSHE BACHAR**;

ii. all the contents of First Union account number 2090002998937, in the name of **ALL POINTS USA RELOCATION SYSTEMS, INC.**;

iii. all the contents of First Union account number 1010030331945 in the name of **EDMOND BEN-AMI**; and

iv. all the contents of First Union account number 3000039958670 in the name of **EDMOND BEN-AMI**.

5. If any of the property or proceeds described above as being subject to forfeiture pursuant to any violation of Title 18, United States Code, Sections 1341, 1343, 1951, and 1956, as a result of any act or omission of the defendant:

A. cannot be located upon the exercise of due diligence;

B. has been transferred, or sold to, or deposited with a third person;

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 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property or to seek the return of the property to the jurisdiction of the Court so that the property may be seized and forfeited.

All pursuant to Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), and Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461.

A TRUE BILL

Deputy Teresa L. Fraley
FOREPERSON

FOR MARCOS DANIEL JIMENEZ
UNITED STATES ATTORNEY

Robin S. Rosenbaum
ROBIN S. ROSENBAUM
ASSISTANT UNITED STATES ATTORNEY