UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 03-60034 CR-HURLEY

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)
18 U.S.C. § 2
49 U.S.C. § 80116
18 U.S.C. § 981(a)(1)(C)
18 U.S.C. § 982(a)(1)

MAGISTRATE JUDGE
VITUNAC

FILED BY: _____ D.C.
2003 FEB 18 PM 4:31
CLERK U.S. DIST. CT.
S.D. OF FL.-FTL.

UNITED STATES OF AMERICA

v.

CENTURY EXPRESS VAN LINES,
BORIS GAVERGUN,
a/k/a "Bob Gordan,"
JENNY SHENAIDER,
a/k/a "Jenny Shneider,"
and "Jenny Schneider,"
AVISHAG SIMON,
a/k/a "Shugi Simon,"
ATALYA YASSOOR SHIMONOV,
ELIYAHU SHIMONOV,
a/k/a "Eliahu Shimonov,"
and a/k/a "Eli,"
SHAI OREN, and
GASTON SALEME,
a/k/a "Tony,"

Defendants /

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times relevant to this Indictment:

1. Defendant **CENTURY EXPRESS VAN LINES** ("**CENTURY**") was a moving company incorporated in the State of Florida with offices in Lauderdale Lakes and Fort Lauderdale and a warehouse in Fort Lauderdale, Broward County, Florida, engaged in the interstate transportation of household goods ("goods") for members of the public.

2. Defendant **CENTURY** maintained a website at www.centurymovers.com, which could be accessed by any computer in the world that was connected to the Internet.

3. Defendant **BORIS GAVERGUN**, also known as ("a/k/a") "Bob Gordon," was a resident of Sunrise and Fort Lauderdale, Florida, and was an owner and president of defendant **CENTURY**. As owner and president of defendant **CENTURY,** defendant **BORIS GAVERGUN** handled customer complaints and ran the day-to-day operations of defendant **CENTURY**, which included supplying moving estimates for the sales representatives to quote to customers.

4. Defendant **JENNY SHENAIDER**, a/k/a "Jenny Shneider" and "Jenny Schneider," was a resident of Sunrise and Fort Lauderdale, Florida, and was an owner, vice-president, office manager and dispatcher for defendant **CENTURY**. As office manager, defendant **JENNY SHENAIDER** handled customer complaints and ran the day-to-day operations of defendant **CENTURY,** which included supplying moving estimates for the sales representatives to quote to customers.

5. Defendants **BORIS GAVERGUN** and **JENNY SHENAIDER** held themselves out as husband and wife.

6. **CENTURY** maintained Bank of America account numbers 003447962740, 005483127929, 003447963147, 05483127071 and 003449378824, and defendants **BORIS GAVERGUN** and **JENNY SHENAIDER** had signature authority over those accounts.

7. Defendants **BORIS GAVERGUN** and **JENNY SHENAIDER** had signature authority over and maintained Bank of America account number 003447963888. Defendant **JENNY SHENAIDER** had signature authority over and maintained Bank of America account number 003447961408.

8. Defendant **AVISHAG SIMON,** a/k/a "Shugi Simon," was a resident of Hollywood, Florida, and was a sales representative and administrative employee for defendant **CENTURY.** As a sales representative for defendant **CENTURY**, defendant **AVISHAG SIMON** solicited customers, provided them with estimates for the prices of their moves and scheduled dates for the loading of their goods. As an administrative employee for defendant **CENTURY**, defendant **AVISHAG SIMON** handled administrative matters and supplied moving estimates for the sales representatives to quote to customers.

9. Defendant **ATALYA YASSOOR SHIMONOV** was a resident of Delray Beach, Florida, and was a sales representative for defendant **CENTURY**. As a sales representative for defendant **CENTURY**, defendant **ATALYA YASSOOR SHIMONOV** solicited customers, provided them with estimates for the prices of their moves and scheduled dates for the loading of their goods.

10. Defendant **ELIYAHU SHIMONOV**, a/k/a "Eliahu Shimonov" and "Eli," was a resident of Delray Beach, Florida, and was a foreman and driver for defendant **CENTURY.** As a foreman and driver for defendant **CENTURY,** defendant **ELIYAHU SHIMONOV** drove moving vans and supervised the actual loading and delivery of customers' goods.

11. Defendants **ATALYA YASSOOR SHIMONOV** and **ELIYAHU SHIMONOV** held themselves out as husband and wife.

12. Defendant **SHAI OREN** was a resident of Fort Lauderdale, Florida, and was a foreman and driver for defendant **CENTURY.** As a foreman and driver for defendant **CENTURY,** defendant **SHAI OREN** drove moving vans and supervised the actual loading and delivery of customers' goods.

13. Defendant **GASTON SALEME,** a/k/a "Tony," was a resident of Fort Lauderdale, Florida, and was a foreman and driver for defendant **CENTURY**. As a foreman and driver for defendant **CENTURY,** defendant **GASTON SALEME** drove moving vans and supervised the actual loading and delivery of customers' goods.

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 January 2001, and continuing through the date of this Indictment, at Lauderdale Lakes and Fort Lauderdale, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

CENTURY EXPRESS VAN LINES,
BORIS GAVERGUN,
a/k/a "Bob Gordan,"
JENNY SHENAIDER,
a/k/a "Jenny Shneider"
and "Jenny Schneider,"
AVISHAG SIMON,
a/k/a "Shugi Simon,"
ATALYA YASSOOR SHIMONOV,
ELIYAHU SHIMONOV,

a/k/a "Eliahu Shimonov,"
and a/k/a "Eli,"
SHAI OREN, and
GASTON SALEME,
a/k/a "Tony,"

did knowingly and willfully combine, conspire, confederate, and agree with each other and with persons known and unknown to the Grand Jury to commit the following 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 mail 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 and with intent to defraud falsely make and alter bills of lading, in violation of Title 49, United States Code, Section 80116.

OBJECT OF THE CONSPIRACY

3. It was the object of the conspiracy for the defendants to unjustly enrich themselves by fraudulently inducing customers into doing business with defendant **CENTURY** by fraudulently offering them low moving estimates, subsequently fraudulently inflating the prices of the moves, and thereafter withholding delivery of their goods until the customers paid the fraudulently increased prices to defendant **CENTURY**.

MANNER AND MEANS

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

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

5. Defendants **BORIS GAVERGUN, JENNY SHENAIDER, AVISHAG SIMON, ATALYA YASSOOR SHIMONOV,** and other **CENTURY** employees provided low moving estimates to customers to induce them to hire **CENTURY** to move their goods. These estimates were conveyed by telephone, electronic mail ("e-mail") or by facsimile.

6. Defendants **BORIS GAVERGUN, JENNY SHENAIDER,** and other defendant **CENTURY** employees supervised loading foremen who typically rushed the customers through the **CENTURY** paperwork, causing them to sign blank or incomplete bills of lading and other documents, and failed to inform them of the total prices of the moves.

7. Once the customers' goods had been loaded, the foremen would inflate the total prices of the moves by claiming that the customers' goods occupied more cubic feet than had been originally estimated by defendant **CENTURY** and by overcharging the customers for packing materials.

8. When contacted by customers requesting the delivery of their goods, defendants **BORIS GAVERGUN, JENNY SHENAIDER, ATALYA YASSOOR SHIMONOV,** and other defendant **CENTURY** employees demanded full payment of the increased prices before defendant **CENTURY** would deliver the goods.

9. Defendants **BORIS GAVERGUN, JENNY SHENAIDER, ATALYA YASSOOR SHIMONOV, AVISHAG SIMON,** and other defendant **CENTURY** employees ignored customers' repeated complaints about the increased prices and made misrepresentations to the customers about the delivery of their goods.

10. When customers refused to pay the increased prices, defendants **BORIS GAVERGUN, JENNY SHENAIDER,** and other defendant **CENTURY** employees arranged to warehouse customers' goods and refused to divulge the locations of the goods to customers.

11. When delivering the customers' goods, the foremen, acting under the direction of defendants **BORIS GAVERGUN, JENNY SHENAIDER,** and other defendant **CENTURY** employees, demanded that customers pay any outstanding balances before they would unload the customers' goods.

12. Defendants **BORIS GAVERGUN, JENNY SHENAIDER,** and other defendant **CENTURY** employees refused to adequately compensate customers for any damaged or undelivered goods.

OVERT ACTS

In furtherance of the conspiracy and to achieve the objects thereof, at least one of the co-conspirators committed or caused to be committed, in the Southern District of Florida and elsewhere, at least one of the following overt acts, among others:

A. Victim 1: J.G.

1. On or about August 21, 2001, defendant **AVISHAG SIMON,** using the name "Shugi Simon," e-mailed from Florida to J.G. in Maryland an estimate of $1,080 to move her goods from Maryland to Florida.

2. On or about August 28, 2001, defendant **AVISHAG SIMON,** using the name "Shugi Simon," e-mailed from Florida to J.G. in Maryland a revised estimate of $1,380.

3. On or about September 17, 2001, defendant **GASTON SALEME**, using the name "Tony," supervised the loading of a portion of J.G's goods in Maryland, during which time defendant **GASTON SALEME** increased the price of the move to $2,200, and then to $1,900.

4. On or about September 17, 2001, defendant **GASTON SALEME**, using the name "Tony," refused to load J.G's remaining goods.

5. In or around September 2001, defendant **BORIS GAVERGUN**, using the name "Bob Gordan," spoke by telephone from Broward County, Florida, to J.G. in Orlando, Florida, saying "If you call the police on us, you won't get your stuff."

6. On or about October 9, 2001, J.G. in Florida e-mailed defendant **ATALYA YASSOOR SHIMONOV** a request for claim forms for her missing and damaged items.

7. On or about October 16, 2001, J.G in Florida e-mailed defendant **ATALYA YASSOOR SHIMONOV** a request for claim forms for her missing and damaged items.

8. On or about October 17, 2001, defendant **ATALYA YASSOOR SHIMONOV** mailed J.G. a claim form through the United States Postal Service.

B. Victims 2 and 3: L.P.and R.K.

9. On or about March 27, 2002, a defendant **CENTURY** employee, in Broward County, Florida, spoke by telephone to L.P. in Georgia, during which conversation L.P. described in detail every item she and R.K. would ship with defendant **CENTURY** from Georgia to Connecticut.

10. On or about March 28, 2002, a defendant **CENTURY** employee e-mailed from Florida to L.P. and R.K. in Georgia an estimate of $1,050 for their move.

11. On or about April 5, 2002, in Georgia, a **CENTURY** foreman had L.P. sign a bill of lading that omitted the price for the move.

12. On or about April 5, 2002, in Georgia, after a **CENTURY** crew loaded L.P. and R.K.'s goods on the truck, the **CENTURY** foreman increased the price of the move to $4,529.

13. On or about April 5, 2002, defendant **CENTURY** caused L.P. in Georgia to telephone **CENTURY** in Broward County, Florida, regarding the price of the move.

14. On or about April 5, 2002, defendant **AVISHAG SIMON** in Broward County, Florida, spoke by telephone with L.P. in Georgia regarding the price of the move.

15. On or about April 8, 2002, defendant **BORIS GAVERGUN** in Broward County, Florida, spoke by telephone with R.K. in Connecticut regarding the price of the move.

16. On or about April 9, 2002, defendant **BORIS GAVERGUN** in Broward County, Florida, caused R.K. in Connecticut to send a letter via facsimile to defendant **BORIS GAVERGUN** in Broward County, Florida, regarding delivery of R.K. and L.P.'s goods.

C. Victim 4: C.D.

17. On or about May 9, 2001, defendant **JENNY SHENAIDER**, using the name "Jenny S.," e-mailed C.D. in Florida an estimate of $1,190 to move C.D.'s goods from Florida to Louisiana.

18. On or about May 18, 2001, defendant **GASTON SALEME** supervised the loading of C.D's goods, after which he increased the price of the move on the bill of lading to $1,938.

19. On or about July 5, 2001, the foreman of a moving company contracted by defendant **CENTURY** told C.D. that he would not unload her belongings unless she paid the price defendant **CENTURY** claimed it was owed.

20. On or about July 18, 2001, defendant **JENNY SHENAIDER** in Florida sent via facsimile a claim form to C.D. in Louisiana.

D. Victim 5: S.B.

21. On or about September 15, 2001, defendant **AVISHAG SIMON**, using the name "Shugi," in Broward County, Florida, e-mailed S.B. in Washington, D. C., an estimate of $1,395 to move S.B.'s goods from Washington, D.C., to California.

22. On or about September 17, 2001, defendant **GASTON SALEME** supervised the loading of S.B.'s goods in Washington, D.C., after which he increased the price of the move on the bill of lading to $2,963.

23. Between on or about September 17, 2001, and on or about October 11, 2001, defendants **BORIS GAVERGUN**, using the name "Bob Gordan," and **ATALYA YASSOOR SHIMONOV** in Broward County, Florida, spoke by telephone to S.B. in California regarding the delivery of his goods.

24. On or about October 4, 2001, defendant **GASTON SALEME** in Broward County, Florida, spoke by telephone with S.B. in California regarding the delay in the delivery of S.B.'s goods.

25. On or about October 11, 2001, a foreman for defendant **CENTURY** refused to deliver S.B.'s goods unless he paid the balance defendant **CENTURY** claimed it was owed.

E. Victim 6: V.S.

26. On or about October 3, 2001, defendant **AVISHAG SIMON** in Broward County, Florida, using the name "Shugi Simon," e-mailed V.S. in Virginia an estimate of $1,285 to move V.S.'s goods from Virginia to South Carolina.

27. On or about October 26, 2001, defendant **ELIYAHU SHIMONOV**, using the name "Eli," supervised the loading of V.S.'s goods in Virginia, after which he increased the price of V.S.'s move to approximately $6,500 on the bill of lading.

28. On or about October 26, 2001, defendants **AVISHAG SIMON** in Broward County, Florida, and **ELIYAHU SHIMONOV** in Virginia spoke by telephone with V.S. in Virginia regarding the price of the move.

F. Victim 7: D.K.

29. On or about July 13, 2001, defendant **AVISHAG SIMON** in Florida faxed D.K. in Connecticut an estimate of $5,175 to move D.K.'s goods from Connecticut to Florida.

30. On or about July 30, 2001, and continuing into the morning of July 31, 2001, defendant **SHAI OREN** supervised the loading of D.K.'s goods in Connecticut, after which defendant **SHAI OREN** increased the price of the move to $12,000 on the bill of lading.

31. On or about August 1, 2001, defendant **ATALYA YASSOOR SHIMONOV** spoke by telephone with D.K. in Florida and stated that if he did not wire transfer money to defendant **CENTURY,** his goods would not be delivered.

32. On or about August 7, 2001, defendant **ATALYA YASSOOR SHIMONOV** caused D.K.'s employer to wire transfer $13,870 from New York to **CENTURY**'s bank account in Atlanta, Georgia.

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

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

1. Paragraphs 1 through 13 of the General Allegations section and paragraphs 4 through 12 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 fraudulently inducing customers into doing business with defendant **CENTURY** by fraudulently offering them low moving estimates, subsequently fraudulently inflating the prices of their moves, and thereafter withholding delivery of their goods until they paid the fraudulently increased price to defendant **CENTURY**.

USE OF THE WIRES

3. On or about the dates set forth below, at Lauderdale Lakes and Fort Lauderdale, 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	07/18/01	**BORIS GAVERGUN, JENNY SHENAIDER**	Facsimile to C.D. in Louisiana from **JENNY SHENAIDER** in Florida regarding claim for compensation for damaged goods.
3	07/13/01	**BORIS GAVERGUN, JENNY SHENAIDER, AVISHAG SIMON**	Facsimile to D.K. in Connecticut from **AVISHAG SIMON** in Florida conveying an estimate.
4	08/21/01	**BORIS GAVERGUN, JENNY SHENAIDER, AVISHAG SIMON**	E-mail from **AVISHAG SIMON** in Florida to J.G. in Maryland conveying an estimate.
5	08/28/01	**BORIS GAVERGUN, JENNY SHENAIDER, AVISHAG SIMON**	E-mail from **AVISHAG SIMON** in Florida to J.G. in Maryland conveying a revised estimate.
6	09/15/01	**BORIS GAVERGUN, JENNY SHENAIDER, AVISHAG SIMON**	E-mail from **AVISHAG SIMON** in Florida to S.B. in Washington, D.C. conveying an estimate.
7	10/03/01	**BORIS GAVERGUN, JENNY SHENAIDER, AVISHAG SIMON**	E-mail from **AVISHAG SIMON** in Florida to V.S. in Virginia conveying an estimate.
8	10/04/01	**BORIS GAVERGUN, JENNY SHENAIDER, GASTON SALEME**	Telephone call from S.B. in California to **AVISHAG SIMON** regarding the delay in the delivery of goods.
9	10/26/01	**BORIS GAVERGUN, JENNY SHENAIDER, AVISHAG SIMON, ELIYAHU SHIMONOV**	Telephone call from V.S. in Virginia to **AVISHAG SIMON** in Florida and **ELIYAHU SHIMONOV** in Virginia regarding increased price of move.

COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
10	04/05/02	**BORIS GAVERGUN, JENNY SHENAIDER, AVISHAG SIMON**	Telephone call from L.P. and R.K. in Georgia to **AVISHAG SIMON** in Florida regarding the increased price of the move.
11	04/09/02	**BORIS GAVERGUN, JENNY SHENAIDER**	Facsimile from R.K. in Connecticut to **BORIS GAVERGUN** in Florida regarding delivery of goods.

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

COUNT 12
(Mail Fraud: 18 U.S.C. §§ 1341 and 2)

1. Paragraphs 1 through 13 of the General Allegations section and paragraphs 4 through 12 of Count 1 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 fraudulently inducing customers into doing business with defendant **CENTURY** by fraudulently offering them low moving estimates, subsequently fraudulently inflating the prices of their moves, and thereafter withholding delivery of their goods until they paid the fraudulently increased price to defendant **CENTURY**.

USE OF MAIL

3. On or about the dates set forth below at Lauderdale Lakes and Fort Lauderdale, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

BORIS GAVERGUN,
a/k/a "Bob Gordan,"
JENNY SHENAIDER,

a/k/a "Jenny Shneider,"
and a/k/a "Jenny Schneider," and
ATALYA YASSOOR SHIMONOV,

did knowingly and willfully 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, well knowing that the pretenses, representations, and promises were false and fraudulent when made, and, for the purpose of executing the aforesaid scheme and artifice to defraud and for obtaining money, and attempting to do so, did knowingly cause to be delivered by the United States Postal Service, according to the directions thereon, certain mail matter, more particularly described as follows: on or about October 17, 2001, defendant **ATALYA YASSOOR SHIMONOV** sent a claim form to J.G. through the United States Postal Service.

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

COUNTS 13 - 16
(Extortion: 18 U.S.C. §§ 1951 and 2)

1. Paragraphs 1 through 13 of the General Allegations section and paragraphs 4 through 12 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 Lauderdale Lakes and Fort Lauderdale, 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 obtaining 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 money that **CENTURY** fraudulently claimed it was owed.

COUNT	DATES	DEFENDANTS	CUSTOMER
13	05/09/01-07/18/01	**BORIS GAVERGUN, JENNY SHENAIDER, GASTON SALEME**	C.D.
14	07/13/01-08/08/01	**BORIS GAVERGUN, JENNY SHENAIDER, ATALYA YASSOOR SHIMONOV, AVISHAG SIMON**	D.K.
15	8/21/01-10/17/01	**BORIS GAVERGUN, JENNY SHENAIDER, ATALYA YASSOOR SHIMONOV, AVISHAG SIMON, GASTON SALEME**	J.G.
16	9/15/01-10/11/01	**BORIS GAVERGUN, JENNY SHENAIDER, ATALYA YASSOOR SHIMONOV, GASTON SALEME**	S.B.

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

COUNTS 17 - 21
(Making a False Bill of Lading: 49 U.S.C. § 80116 and 18 U.S.C. § 2.)

1. Paragraphs 1 through 13 of the General Allegations section and paragraphs 4 through 12 of Count 1 are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at Lauderdale Lakes and Fort Lauderdale, Broward County, in the Southern District of Florida, and elsewhere, the defendants, listed as to each count below, did knowingly, willfully and with the intent to defraud customers, falsely make and alter a bill of lading, in that, the defendants caused customers to sign bills of lading that were blank or incomplete and/or fraudulently increased the price of the customers' moves as reflected on the bills of lading:

COUNT	DATE	DEFENDANT	CUSTOMER
17	5/18/01	**BORIS GAVERGUN, JENNY SHENAIDER, GASTON SALEME**	C.D.
18	7/30/01	**BORIS GAVERGUN, JENNY SHENAIDER, SHAI OREN**	D.K.
19	9/17/01	**BORIS GAVERGUN, JENNY SHENAIDER, GASTON SALEME**	J.G.
20	9/17/01	**BORIS GAVERGUN, JENNY SHENAIDER, GASTON SALEME**	S.B.
21	10/26/01	**BORIS GAVERGUN, JENNY SHENAIDER, ELIYAHU SHIMONOV**	V.S.

All in violation of Title 49, United States Code, Section 80116, and Title 18, United States Code, Section 2.

COUNT 22
(Conspiracy to Commit Money Laundering: 18 U.S.C. § 1956(h))

1. Paragraphs 1 through 13 of the General Allegations section and paragraphs 4 through 12 of Count 1 of this Indictment are realleged and incorporated as though fully set forth herein.

2. From on or about May 1, 2001, and continuing through the date of this Indictment, at Lauderdale Lakes and Fort Lauderdale, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

CENTURY EXPRESS VAN LINES,
BORIS GAVERGUN,
a/k/a "Bob Gordan," and
JENNY SHENAIDER,
a/k/a "Jenny Shneider,"
and a/k/a "Jenny Schneider,"

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 and 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 16, and 22 of this Indictment are realleged and incorporated by reference for the purpose of alleging forfeiture 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

1335 Ponce de Leon Drive
Fort Lauderdale, Florida 33316
Folio number#: 50-42-11-18-2150
Legal Description: Rio Vista Isles Unit 3 7-47 B Lot 33 Blk 23;

C. Other personal property, described as follows:

i. One (1) 2001 Freightliner Truck, Vehicle Identification Number (VIN) 1FVABPCS51HJ44090;

ii. One (1) 2001 International Truck, VIN 1HTSCAAM71H361769;

iii. One (1) 1994 GMC Truck, VIN 1GDG6H1J4RJ508929;

iv. all the contents of Bank of America account number 003447962740, in the name of **CENTURY EXPRESS VAN LINES, INC.**;

v. all the contents of Bank of America account number 005483127071, in the name of **CENTURY EXPRESS VAN LINES, INC.**;

vi. all the contents of Bank of America account number 003449378824, in the name of **CENTURY EXPRESS VAN LINES, INC.**;

vii. all the contents of Bank of America account number 003447963888, in the name of **BORIS GAVERGUN** and **JENNY SHENEIDER**;

viii. all the contents of Bank of America account number 003447961408, in the name of **JENNY SHENEIDER**; and

ix. all contents of E-Trade Financial, California, account number #1080-5971.

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.

_____

FOREPERSON

for Robin S. Rosenbaum

MARCOS DANIEL JIMENEZ
UNITED STATES ATTORNEY

for Robin S. Rosenbaum

EILEEN M. O'CONNOR
ASSISTANT UNITED STATES ATTORNEY