UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

03-20157CR-KING

CASE NO. _____

18 U.S.C. § 371
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 O'SULLIVAN

UNITED STATES OF AMERICA

v.

MAJESTY MOVING & STORAGE, INC.,
APOLLO VAN LINES, INC.,
AMERICA'S BEST MOVERS COMPANY,
FIRST CLASS MOVING, INC.,
THE MOVERS EXPRESS, INC.,
STAR MOVERS, INC.,
YAIR MALOL,
a/k/a "Yanni,"
"Charlie Levy,"
"Danny Malol,"
"Allen Mallul,"
and "Zahi Melul,"
YOSEF ZAGURI,
a/k/a "Joe Vekin,"
a/k/a "J.V.,"
and "Joe,"
JENNIFER TAFURI VAKNIN,
SHANI HUMPHREYS,
a/k/a "Shannon,"
AVRAHAM OHAYON,
a/k/a "Avi,"
and "Harvey,"
TIMNA LEVY,
a/k/a "Tina,"
SHIMON BUHDANA,
SHAY COHEN,
NISSIM EDRI,
a/k/a "Miko,"
GUY KALEV,
NEIL SHLOMO LIEBICH,
MICHEL MALKA,
SIVAN MAOZ,
a/k/a "Steven,"
RAFI RAFAEL,
HOD SHLIT,
a/k/a "Tom,"
and "Tommy,"
IZEZO UZI ELENA,
a/k/a "Oz,"
ASSAF KHURI,
a/k/a "Tom,"
and
SHABTAI SHAY MASHIAH,

Defendants _____/

FILED BY _____ 03 FEB 20 PM 4:59
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

INDICTMENT

03/04/2003 17:02 FAX 305 716 3136 US DOT OIG 001/022

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times relevant to this Indictment:

1. Defendant **MAJESTY MOVING & STORAGE, INC. ("MAJESTY")** was a moving company with offices in Fort Lauderdale, Florida, engaged in the interstate transportation of household goods ("goods") for members of the public. **MAJESTY** utilized Bank of America account numbers 0030-6740-7821, in the name of Yair Malol Investments, Co., and 0036-7-822-1250, in the name of Y.A.B.T. Investments, LLC; and Union Planters Bank ("Union Planters") account numbers 627-9601-293, in the name of Y.A.B.T. Investments, LLC, and 627-960-110, in the name of Yair Malol Investments, Co.

2. Defendant **APOLLO VAN LINES, INC. ("APOLLO")** was a moving company with offices in Plantation, Florida, engaged in the interstate transportation of goods for members of the public. **APOLLO** received business from **MAJESTY**.

3. Defendant **AMERICA'S BEST MOVERS COMPANY ("AMERICA'S BEST")** was a moving company with offices in Sunrise, Florida, engaged in the interstate transportation of goods for members of the public.

4. Defendant **FIRST CLASS MOVING, INC. ("FIRST CLASS")** was a moving company with offices in Sunrise, Florida, engaged in the interstate transportation of goods for the members of the public. **FIRST CLASS** received business from **MAJESTY**.

5. Defendant **THE MOVERS EXPRESS, INC. ("MOVERS EXPRESS")** was a moving company with offices in Plantation, Florida, engaged in the interstate transportation of goods for members of the public.

6. Defendant **STAR MOVERS EXPRESS, INC. ("STAR")** was a moving company with offices in Sunrise, Florida, engaged in the interstate transportation of goods for members of the public. **STAR** received business from **MAJESTY**.

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7. Defendant **YAIR MALOL**, also known as ("a/k/a") "Yanni," "Charlie Levy," "Danny Malol," "Allen Mallul," and "Zahi Melul," was a resident of Plantation, Florida, and was the owner, president, secretary, treasurer, and director of **MAJESTY**. Defendant **YAIR MALOL** was also the president, secretary, and director of **AMERICA'S BEST**, and the director of **MOVERS EXPRESS**. As such, defendant **YAIR MALOL** ran the day-to-day operations of these companies, which he operated interchangeably.

8. Defendant **YAIR MALOL** had signatory authority on Bank of America account numbers 0030-6740-7821 and 00367-822-1250, and Union Planters account numbers 627-9601-293 and 627-960-110.

9. Defendant **YOSEF ZAGURI**, a/k/a "Joe Vekin," "J.V.," and "Joe," was a resident of Plantation, Florida, and was the office manager and dispatcher for **MAJESTY**. As office manager, defendant **YOSEF ZAGURI** handled customer complaints and assisted in running the day-to-day operations of **MAJESTY**.

10. Defendant **JENNIFER TAFURI VAKNIN** was a resident of Fort Lauderdale, Florida, and was a claims representative for **MAJESTY**. As a claims representative, defendant **JENNIFER TAFURI VAKNIN** dealt with customers who complained that their goods had been lost or damaged by **MAJESTY**.

11. Defendant **SHANI HUMPHREYS**, a/k/a "Shannon," was a resident of Coral Springs, Florida, and was a relocation consultant for **MOVERS EXPRESS**. As a relocation consultant, defendant **SHANI HUMPHREYS** solicited customers, provided them with estimates for their moves, and scheduled dates for the loading of their goods.

12. Defendant **AVRAHAM OHAYON**, a/k/a "Avi" and "Harvey," was a resident of Coral Springs, Florida. Defendant **AVRAHAM OHAYON** was a sales representative, dispatcher, and driver for **MAJESTY**. As a sales representative, defendant **AVRAHAM OHAYON** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

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13. Defendant **TIMNA LEVY**, a/k/a "Tina," was a resident of Coconut Creek, Florida, and was a sales representative for **MAJESTY**. As a sales representative, defendant **TIMNA LEVY** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

14. Defendant **SHIMON BUHDANA** was a resident of Coconut Creek, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **SHIMON BUHDANA** supervised the actual loading and/or delivery of customers' goods.

15. Defendant **SHAY COHEN** was a resident of Sunny Isles, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **SHAY COHEN** supervised the actual loading and/or delivery of customers' goods.

16. Defendant **NISSIM EDRI**, a/k/a "Miko," was a resident of North Bay Village, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **NISSIM EDRI** supervised the actual loading and/or delivery of customers' goods.

17. Defendant **GUY KALEV** was a resident of Sunrise, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **GUY KALEV** supervised the actual loading and/or delivery of customers' goods.

18. Defendant **NEIL SHLOMO LIEBICH** was a resident of Fort Lauderdale, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **NEIL SHLOMO LIEBICH** supervised the actual loading and/or delivery of customers' goods.

19. Defendant **MICHEL MALKA** was a resident of Miami Beach, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **MICHEL MALKA** supervised the actual loading and/or delivery of customers' goods.

20. Defendant **SIVAN MAOZ**, a/k/a/ "Steven," was a resident of Plantation, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **SIVAN MAOZ** supervised the actual loading and/or delivery of customers' goods.

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21. Defendant **RAFI RAFAEL** was a resident of Plantation, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **RAFI RAFAEL** supervised the actual loading and/or delivery of customer's goods.

22. Defendant **HOD SHLIT**, a/k/a/ "Tom" and "Tommy," was a resident of Sunrise, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **HOD SHLIT** supervised the actual loading and/or delivery of customers' goods.

23. Defendant **IZEZO UZI ELENA**, a/k/a "Oz," was a resident of Dania Beach, Florida, and was a foreman for **MAJESTY**. As a foreman, defendant **IZEZO UZI ELENA** supervised the actual loading and/or delivery of customers's goods.

24. Defendant **ASSAF KHURI**, a/k/a "Tom," was a resident of Coral Springs, Florida and was the owner, president, secretary, and director of **STAR**. Defendant **ASSAF KHURI** received business from **MAJESTY** under the trade name **STAR**.

25. Defendant **SHABTAI SHAY MASHIAH** was a resident of Sunrise, Florida. Defendant **SHABTAI SHAY MASHIAH** received business from **MAJESTY** under the trade name **FIRST CLASS**.

26. The defendants identified in Paragraphs 14 to 23 above are hereinafter collectively referred to as "the foremen."

COUNT 1
(Conspiracy: 18 U.S.C. § 371)

1. Paragraphs 1 through 26 of the General Allegations section are realleged and incorporated as though fully set forth herein.

2. From in or around July, 2000, and continuing through the date of this Indictment, at Plantation and Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

MAJESTY MOVING & STORAGE, INC.,
APOLLO VAN LINES, INC.,
AMERICA'S BEST MOVERS COMPANY,
FIRST CLASS MOVING, INC.,

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THE MOVERS EXPRESS, INC.,
STAR MOVERS, INC.,
YAIR MALOL,
a/k/a "Yanni,"
"Charlie Levy,"
"Danny Malol,"
"Allen Mallul,"
and "Zahi Melul,"
YOSEF ZAGURI,
a/k/a "Joe Vekin,"
"J.V.,"
and "Joe,"
JENNIFER TAFURI VAKNIN,
SHANI HUMPHREYS,
a/k/a "Shannon,"
AVRAHAM OHAYON,
a/k/a "Avi,"
and "Harvey,"
TIMNA LEVY,
a/k/a "Tina,"
SHIMON BUHDANA,
SHAY COHEN,
NISSIM EDRI,
a/k/a "Miko,"
GUY KALEV,
NEIL SHLOMO LIEBICH,
MICHEL MALKA,
SIVAN MAOZ,
a/k/a "Steven,"
RAFI RAFAEL,
HOD SHLIT,
a/k/a "Tom,"
and "Tommy,"
IZEZO UZI ELENA,
a/k/a "Oz,"
ASSAF KHURI,
a/k/a "Tom,"
and
SHABTAI SHAY MASHIAH,

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, that is: (a) wire fraud, in violation of 18 U.S.C. §1343; (b) extortion, in violation of 18 U.S.C. §1951; and (c) making a false bill of lading, in violation of 49 U.S.C. § 80116.

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OBJECT OF THE CONSPIRACY

3. It was the object of the conspiracy for the defendants to unjustly enrich themselves by luring customers into doing business with **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** by offering them low moving estimates, subsequently fraudulently inflating the price of the move, and thereafter withholding delivery of their goods until they paid the inflated price **MAJESTY** claimed it was owed.

MANNER AND MEANS

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

4. Defendants **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** represented themselves to the public as reputable and long-established moving companies.

5. Defendants **SHANI HUMPHREYS, AVRAHAM OHAYON, TIMNA LEVY,** and other **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** employees provided low moving estimates to customers to induce them to hire **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** to move their goods. These estimates were conveyed by telephone, facsimile or electronic mail ("e-mail").

6. Defendants **YAIR MALOL, YOSEF ZAGURI,** and other **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** employees supervised loading foremen who rushed the customers through the companies' paperwork, causing them to sign blank or 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, the foremen would fraudulently inflate the total price of the move by claiming that the customers' goods occupied more cubic feet than had been originally estimated by the companies and/or by overcharging the customers for packing materials.

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8. When contacted by customers requesting the delivery of their goods, defendants **YAIR MALOL, YOSEF ZAGURI, and other MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** employees demanded full payment of the inflated price before the companies would deliver the goods.

9. Defendants **YAIR MALOL, YOSEF ZAGURI, JENNIFER TAFURI VAKNIN, SHANI HUMPHREYS, AVRAHAM OHAYON, TIMNA LEVY,** and other **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** employees ignored customers' repeated complaints about the inflated price and/or misled the customers about the delivery of their goods, often using false names when dealing with customers over the telephone and in writing.

10. When customers refused to pay the inflated price, defendants **YAIR MALOL, YOSEF ZAGURI,** and other **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** employees arranged to warehouse customers' goods and refused to divulge the location of the goods to customers.

11. When delivering the customers' goods, the foremen, acting under the direction of defendants **YAIR MALOL, YOSEF ZAGURI,** and other **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** employees demanded that customers pay any outstanding balance before they would unload the customers' goods.

12. Defendants **YAIR MALOL, YOSEF ZAGURI, JENNIFER TAFURI VAKNIN,** and other **MAJESTY, APOLLO, AMERICA'S BEST, FIRST CLASS, MOVERS EXPRESS,** and **STAR** employees refused to adequately compensate customers for any damaged or undelivered goods.

13. Defendant **ASSAF KHURI** accepted contract jobs from **MAJESTY,** on which **MAJESTY** had previously provided low estimates to customers. Thereafter, defendant **ASSAF KHURI,** through **STAR,** demanded full payment of the inflated price that **MAJESTY** claimed it was owed before delivering the customers' goods.

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14. Defendant **SHABTAI SHAY MASHIAH,** through **FIRST CLASS,** provided estimates for moves, which were conducted by **MAJESTY.**

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:

Victim 1: Undercover Agent

1. On or about August 21, 2001, defendant **AVRAHAM OHAYON,** using the name "Avi" then "Harvey," spoke by telephone to an undercover agent ("UCA") with the Federal Bureau of Investigation (" FBI ") in Georgia, and provided an estimate of $1,850 for **APOLLO** to move the UCA's goods from Florida to Georgia.

2. On or about August 23, 2001, defendant **SHAY COHEN** and other **MAJESTY** employees arrived at the UCA's home in Fort Lauderdale and asked a cooperating witness ("CW"), acting as the UCA's representative for the move, to sign an incomplete bill of lading.

3. On or about August 23, 2001, after the UCA's goods had been loaded, defendant **SHAY COHEN** inflated the price of the move on the bill of lading to $4,576.

4. On or about August 29, 2001, defendant **AVRAHAM OHAYON,** using the name "Avi," telephoned the UCA in Georgia, stating that he was going to sell the UCA's goods if she did not pay the inflated price **MAJESTY** claimed it was owed.

Victim 2: E.R. and M.R.

5. On or about July 19, 2000, an **APOLLO** employee provided E.R. and M.R. an estimate of $2,600 to move their goods from Florida to New Jersey.

6. On or about July 27, 2000, an **APOLLO** employee had M.R. sign an incomplete bill of lading.

7. On or about July 27, 2000, and **APOLLO** crew loaded E.R.'s and M.R.'s goods, after which the foreman inflated the price of the move to $6,624.

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8. On or about October 10, 2000, defendant **IZEZO UZI ELENA** refused to deliver E.R.'s and M.R.'s goods unless they paid the balance **MAJESTY** claimed it was owed.

Victim 3: T.G.

9. In or around March 2001, an **AMERICA'S BEST** employee provided an estimate of $1,899 to move T.G.'s goods from Florida to South Carolina.

10. On or about May 1, 2001, a **MAJESTY** crew loaded T.G.'s goods, after which the foreman inflated the price of the move to $6,195.50.

11. On or about May 7, 2001, defendant **AVRAHAM OHAYON,** using the name "Avi" and/or "Harvey," spoke by telephone to T.G. in South Carolina, regarding delivery of her goods.

12. On or about May 9, 2001, defendant **JENNIFER TAFURI VAKNIN,** using the name "Jennifer," spoke by telephone to T.G. in South Carolina, at which time T.G. complained about her move.

13. On or about May 15, 2001, defendant **YAIR MALOL,** using the name "Danny Malol," spoke by telephone to T.G. in South Carolina regarding payment of the balance **MAJESTY** claimed it was owed.

14. On or about May 15, 2001, defendant **GUY KALEV** spoke by telephone with T.G. in South Carolina regarding payment of the balance **MAJESTY** claimed it was owed.

15. On or about May 15, 2001, defendant **JENNIFER TAFURI VAKNIN** spoke by telephone with T.G. in South Carolina regarding payment of the balance **MAJESTY** claimed it was owed.

16. On or about May 15, 2001, defendant **AVRAHAM OHAYON,** using the name "Harvey" and /or "Avi," spoke by telephone with T.G. in South Carolina about delivery of her goods.

17. On or about May 15, 2001, defendant **GUY KALEV** refused to unload T.G.'s goods unless she paid the balance that **MAJESTY** claimed it was owed.

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Victim 4: C.H.

18. In or around May 2001, defendant **AVRAHAM OHAYON**, using the name "Avi," telephoned C.H. in Illinois with an estimate of $1,837 to move his goods from Illinois to Nevada.

19. On or about July 23, 2001, defendant **RAFI RAFAEL** supervised the loading of C.H.'s goods, after which defendant **RAFI RAFAEL** inflated the price of the move to $5,200 on the bill of lading.

20. On or about July 26, 2001, C.H. in Nevada spoke by telephone with defendant **AVRAHAM OHAYON** at **AMERICA'S BEST** regarding the inflated price of the move and items that were not loaded.

21. On or about September 10, 2001, defendant **YOSEF ZAGURI**, using the name "Joe," spoke by telephone with C.H. in Nevada and told him that his goods would not be delivered unless he paid the balance **MAJESTY** claimed it was owed.

Victim 5: W.D.

22. On or about June 11, 2001, a **MAJESTY** employee in Florida sent W.D. in Massachusetts a facsimile that conveyed an estimate of $1,188 to move his goods from Massachusetts to California.

23. On or about June 18, 2001, defendant **NISSIM EDRI**, using the name "Miko," supervised the loading of W.D.'s goods, after which defendant **NISSIM EDRI** inflated the price of the move on the bill of lading to $2,700.

Victim 6: R.B. and J.B.

24. On or about August 14, 2001, an **AMERICA'S BEST** employee in Florida sent J.B. in Idaho a facsimile that conveyed an estimate of $4,612.50 to move R.B.'s and J.B.'s goods from Idaho to Florida.

25. On or about August 27, 2001, defendants **MICHEL MALKA** and **SIVAN MAOZ** loaded R.B.'s and J.B.'s goods in Idaho, after which defendant **MICHEL MALKA** inflated the price of the move to $5,341 on the bill of lading.

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26. On or about September 14, 2001, defendants **MICHEL MALKA** and **SIVAN MAOZ** refused to deliver R.B.'s and J.B.'s goods unless they paid the inflated price that **MAJESTY** claimed it was owed.

Victim 7: G.D. and G.C.

27. On or about August 17, 2001, an **AMERICA'S BEST** employee sent an e-mail from e-mail address ISSAC@Americasbestmovers.com to G.D. in Texas that conveyed an estimate of $1,850 to move his goods from Texas to Florida.

28. On or about August 19, 2001, an **AMERICA'S BEST** employee gave G.C. an incomplete bill of lading for her signature.

29. On or about August 19, 2001, **AMERICA'S BEST** employees loaded G.D.'s and G.C.'s goods in Texas, after which the **AMERICA'S BEST** employees inflated the price of the move on the bill of lading to more than $3,000.

30. On or about September 1, 2001, defendant **SHIMON BUHDANA** refused to unload G.D.'s and G.C.'s goods unless they paid the balance that **MAJESTY** claimed it was owed.

Victim 8: R.L. and J.L.

31. On or about October 26, 2001, defendant **TIMNA LEVY**, using the name "Tina," faxed an estimate of $2,200 from **AMERICA'S BEST** in Florida to R. L. in Illinois to move R.L.'s and J. L.'s goods from Illinois to California.

32. On or about November 2, 2001, **STAR** employees loaded R.L.'s and J. L.'s goods in Illinois.

33. On or about November 21, 2001, defendant **ASSAF KHURI**, using the name "Tom," spoke by telephone with R.L. in Arizona and inflated the price of R.L.'s and J.L.'s move to $6,700.

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Victim 9: J.F. and B.F.

34. On or about November 25, 2001, defendant **TIMNA LEVY**, using the name "Tina," sent an e-mail from e-mail address Tina@americasbestmovers.com to J.F. in Ohio that conveyed an estimate of $2,785 to move J.F.'s and B.F.'s goods from Ohio to Arizona.

35. On or about December 13, 2001, defendant **SIVAN MAOZ** supervised the loading of J.F.'s and B.F.'s goods, after which defendant **SIVAN MAOZ** gave J.F. a blank bill of lading for his signature.

36. On or about December 14, 2001, defendant **YOSEF ZAGURI**, using the name "Joe," spoke by telephone to J.F. in Ohio and inflated the price of the move to more than $9,800.

37. On or about December 23, 2001, defendant **SIVAN MAOZ** refused to deliver J.F.'s and B.F.'s goods unless they paid the balance that **MAJESTY** claimed it was owed.

Victim 10: B.D.

38. On or about November 28, 2001, a **FIRST CLASS** employee sent an e-mail from e-mail address lisa@firstclassvanlines.com to B.D. in California that conveyed an estimate of $6,937.50 to move B.D.'s goods from California to Massachusetts.

39. On or about December 6, 2001, defendants **NEIL SHLOMO LIEBICH** and **NISSIM EDRI** loaded B.D.'s goods in California.

40. On or about December 10, 2001, defendant **YOSEF ZAGURI**, using the name "Joe," spoke by telephone to B.D. and threatened to auction his goods if he did not pay the inflated price.

41. On or about December 11, 2001, defendant **YOSEF ZAGURI**, using the initials "J.V.," sent a facsimile to B.D. in Massachusetts that inflated the price of the move to $14,757.

42. On or about December 14, 2001, defendant **YOSEF ZAGURI** faxed B.D. in Massachusetts a copy of a **MAJESTY** bill of lading that inflated the price of the move to $14,757.

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Victim 11: C.S. and D.S.

43. On or about December 27, 2001, defendant **SHANI HUMPHREYS**, using the name "Shannon," sent an e-mail from e-mail address "TeamMember-TheMovers" Info@MyBestMovers.com to C.S. and D.S. in Indiana that conveyed an estimate of $1,740 to move their goods from Indiana to Florida.

44. On or about January 3, 2002, defendant **YOSEF ZAGURI**, using the name "Joe," spoke by telephone to D.S. in Indiana and offered to reduce the price of her move if she sent him a deposit.

45. On or about January 13, 2002, defendant **HOD SHLIT**, using the name "Tom," supervised the loading of C.S.'s and D.S.'s goods, after which defendant **HOD SHLIT** inflated the price of the move on the bill of lading to $8,501.

46. On or about January 16, 2002, defendant **HOD SHLIT** refused to unload C.S.'s and D.S.'s goods unless they paid the balance that **MAJESTY** claimed it was owed.

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

COUNTS 2 - 17
(Wire Fraud: 18 U.S.C. §§ 1343 and 2)

1. Paragraphs 1 through 26 of the General Allegations section and paragraphs 4 through 14 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 luring customers into doing business with **MAJESTY, APOLLO, AMERICA'S BEST, MOVERS EXPRESS, FIRST CLASS**, and **STAR** by offering them low moving estimates, subsequently fraudulently inflating the price of their moves, and thereafter withholding delivery of their goods until they paid the inflated price **MAJESTY** claimed it was owed.

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USE OF THE WIRES

3. On or about the dates listed below, at Plantation and Sunrise, 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	05/7/01	**YAIR MALOL and AVRAHAM OHAYON**	Telephone call from T.G. in South Carolina to **AVRAHAM OYAHON** in Florida, regarding the location of her goods.
3	05/9/01	**YAIR MALOL and JENNIFER TAFURI VAKNIN**	Telephone call from T.G. in South Carolina to **JENNIFER TAFURI VAKNIN** in Florida, regarding details of her move.
4	05/15/01	**YAIR MALOL and GUY KALEV**	Telephone call from **GUY KALEV** in Florida to T.G. in South Carolina, regarding payment for her move.
5	05/15/01	**YAIR MALOL and JENNIFER TAFURI VAKNIN**	Telephone call from **JENNIFER TAFURI VAKNIN** in Florida to T.G. in South Carolina, regarding payment for her move.
6	05/15/01	**YAIR MALOL and AVRAHAM OHAYON**	Telephone call from **AVRAHAM OHAYON** in Florida to T.G. in South Carolina, regarding delivery of her goods.
7	07/26/01	**YAIR MALOL and AVRAHAM OHAYON**	Telephone call from C.H. in Nevada to **AVRAHAM OHAYON** in Florida, regarding the inflated price of the move and items not loaded.
8	08/21/01	**YAIR MALOL and AVRAHAM OHAYON**	Telephone call from UCA in Georgia to **AVRAHAM OHAYON** in Florida, in which the defendant conveyed an estimate for the UCA's move.

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COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
9	08/29/01	**YAIR MALOL and AVRAHAM OHAYON**	Telephone message from **AVRAHAM OHAYON** in Florida to UCA in Georgia, regarding the inflated price of the move.
10	09/10/01	**YAIR MALOL and YOSEF ZAGURI**	Telephone call from C.H. in Nevada to **YOSEF ZAGURI** in Florida, regarding the inflated price of the move.
11	10/26/01	**YAIR MALOL and TIMNA LEVY**	Facsimile from **TIMNA LEVY** in Florida to R.L. in Illinois, conveying an estimate for R.C.'s move.
12	11/21/01	**YAIR MALOL and ASSAF KHURI**	Telephone call from R.L. in Arizona to **ASSAF KHURI** in Florida, regarding the inflated price of the move.
13	11/25/01	**YAIR MALOL and TIMNA LEVY**	E-mail from **TIMNA LEVY** in Florida to J.F. in Ohio, conveying an estimate for S.F.'s move.
14	12/10/01	**YAIR MALOL and YOSEF ZAGURI**	Telephone call from B.D. in Massachusetts to **YOSEF ZAGURI** in Florida, regarding the inflated price of the move and possible auction.
15	12/11/01	**YAIR MALOL and YOSEF ZAGURI**	Telephone call from **YOSEF ZAGURI** in Florida to B.D. in Massachusetts, inflating the price of B.D.'s move.
16	12/14/01	**YAIR MALOL and YOSEF ZAGURI**	Facsimile from **YOSEF ZAGURI** in Florida to B.D. in Massachusetts, conveying a bill of lading for B.D.'s move.
17	12/27/01	**YAIR MALOL and SHANI HUMPHREYS**	E-mail from **SHANI HUMPHREYS** in Florida to C.S. and D.S. in Indiana, conveying an estimate for C.S.'s and D.S.'s move.

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

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COUNTS 18-27
(Extortion: 18 U.S.C. §§ 1951 and 2)

1. Paragraphs 1 through 26 of the General Allegations section and paragraphs 4 through 14 of Count 1 are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at Plantation and Sunrise, 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 and the movement of any article in 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 **MAJESTY** claimed it was owed.

COUNT	DATES	DEFENDANTS	CUSTOMER(S)
18	07/19/00 - 10/10/00	YAIR MALOL and IZEZO UZI ELENA	E.R. and M.R.
19	03/01 - 06/11/01	YAIR MALOL, AVRAHAM OHAYON, and GUY KALEV	T.G.
20	05/01 - 10/03/01	YAIR MALOL and YOSEF ZAGURI	C.H.
21	08/14/01 - 09/15/01	YAIR MALOL, MICHEL MALKA, and SIVAN MAOZ	R.B. and J.B.
22	08/17/01 - 09/01/01	YAIR MALOL and SHIMON BUHDANA	G.D. and G.C.
23	08/21/01 - 09/20/01	YAIR MALOL and AVRAHAM OHAYON	UCA
24	10/26/01 - 02/05/02	YAIR MALOL and ASSAF KHURI	R.L. and J.L.
25	11/25/01 - 12/23/01	YAIR MALOL and SIVAN MAOZ	J.F. and B.F.
26	11/28/01 - 01/2002	YAIR MALOL and YOSEF ZAGURI	B.D.
27	12/27/01 - 01/16/02	YAIR MALOL and HOD SHLIT	C.S. and D.S.

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

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COUNTS 28-35
(Making a False Bill of Lading: 49 U.S.C. § 80116 and 18 U.S.C. § 2)

1. Paragraphs 1 through 26 of the General Allegations section and paragraphs 4 through 14 of Count 1 are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at Plantation and Sunrise, 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, defendants caused customers to sign bills of lading that were blank or incomplete and/or fraudulently inflated the price of the customers' moves as reflected on the bills of lading:

COUNT	DATE	DEFENDANT	VICTIM(S)
28	07/27/00	**YAIR MALOL and IZEZO UZI ELENA**	E.R. and M.R.
29	06/18/01	**YAIR MALOL and NISSIM EDRI**	W.D.
30	07/23/01	**YAIR MALOL and RAFI RAFAEL**	C.H.
31	08/19/01	**YAIR MALOL**	G.D. and G.C.
32	8/23/01	**YAIR MALOL and SHAY COHEN**	UCA
33	08/27/01	**YAIR MALOL and MICHEL MALKA**	R.B. and J.B.
34	12/13/01	**YAIR MALOL and SIVAN MAOZ**	J.F. and B.F.
35	01/13/02	**YAIR MALOL and HOD SHLIT**	C.S. and D.S.

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

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COUNT 36
(Conspiracy to Commit Money Laundering: 18 U.S.C. § 1956(h))

1. Paragraphs 1 through 26 of the General Allegations section and paragraphs 4 through 14 of Count 1 are realleged and incorporated as though fully set forth herein.

2. From on in around July, 2000, and continuing through the date of this Indictment, at Plantation and Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

MAJESTY MOVING & STORAGE, INC.
APOLLO VAN LINES, INC.,
AMERICA'S BEST MOVERS COMPANY,
FIRST CLASS MOVING, INC.,
THE MOVERS EXPRESS, INC.,
STAR MOVERS, INC.,
YAIR MALOL,
a/k/a "Yanni,"
"Charlie Levy,"
"Danny Malol,"
"Allen Mallul,"
and "Zahi Melul,"

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:

1. to conduct and attempt to conduct financial transactions affecting interstate commerce, which financial transactions involved the proceeds of a specified unlawful activity, that is, wire fraud and extortion, in violation of Title 18, United States Code, Sections 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

2. 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, wire fraud and extortion, in violation of Title 18, United

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States Code, Sections 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 27 and Count 36 of this Indictment are realleged and incorporated by reference for the purpose of alleging forfeiture to the United States of America of certain property in which one or more of the defendants has an interest, pursuant to the provisions of Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), Title 28, United States Code, Section 2461, and the procedures outlined in Title 21, United States Code, Section 853.

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), any property, real or 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 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:

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

2. All that lot or parcel of land, together with its buildings, improvements, fixtures, attachments and easements, located at 1088 Whitehawk Street, Plantation, Florida 33324, folio number 50-41071712-10, more particularly described as:

> Lot 121 of Hawks Landing, according to the Declaration of Covenants and Restriction for Hawks Landing as recorded in Official Records Book 25642, Page 259 of the Public Records of Broward County; and

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3. Other personal property, described as follows:

i. one 1991 Hino Heavy Truck, Vehicle Identification Number ("VIN") JHBFE1771M2T10213;

ii. one 1993 Navistar International, VIN 1HTSLPLM1PH505227;

iii. one 2001 Knty Trailer, VIN 1KKVE51201L203951;

iv. one 2001 Kentucky Trailer, VIN 1KKVE51261L201637;

v. one 2001 Freightliner, VIN 1FUYOSZB81LH22587;

vi. one 2001 Freightliner, VIN 1FUJBBCGX1LH22591;

vii. all the contents of Bank of America account number 0030-6740-7821, in the name of Yair Malol Investments, Co.;

viii. all the contents of Bank of America account number 0036-7-822-1250, in the name of Y.A.B.T. Investments, LLC.

ix. all the contents of Union Planters account number 627-9601-293, in the name of Y.A.B.T. Investments, LLC;

x. all the contents of Union Planters account number 627-960-110, in the name of Yair Malol Investments, Co.;

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 1343, 1951, and 1956, as a result of any act or omission of the defendant:

1. cannot be located upon the exercise of due diligence;
2. has been transferred, or sold to, or deposited with a third person;
3. has been placed beyond the jurisdiction of the Court;
4. has been substantially diminished in value; or
5. has been commingled with other property which cannot be subdivided without difficulty;

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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), 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 28, United States Code, Section 2461, Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), and Title 21, United States Code, Section 853.

A TRUE BILL

FOREPERSON

MARCOS DANIEL JIMENEZ
UNITED STATES ATTORNEY

RICHARD D. BOSCOVICH
ASSISTANT UNITED STATES ATTORNEY

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