UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 03-20139 CR-MARRA

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 SELTZER

FILED by _____ D.C.
MAG. SEC.
FEB 13 2003
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

UNITED STATES OF AMERICA

vs.

MOVING SYSTEMS, INC.,
a/k/a "Moving System,"
AAA VAN LINES, INC.,
AMERI VAN LINES, INC.,
SI TRUCKING, INC.,
SIMO ELBAZ,
a/k/a "Simon Miller,"
"Jonathan Miller,"
and "Simon Elbaz,"
YEHIEL TOLEDANO,
a/k/a "Jay,"
and "Ben Cohen,"
MORAN SHEPKARU,
a/k/a "Lorain S.,"
and "Moran S.,"
HANANIA DAHAN,
a/k/a "Hank,"
MOSHE ELMAKIAS,
a/k/a "Moses Makias,"
MUIN NASERAT,
a/k/a "Tony," and
RONEN OVADIA,
a/k/a "Ron,"

Defendants
_____/

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times relevant to this Indictment:

1. Defendant **MOVING SYSTEMS, INC.**, also known as ("a/k/a") Moving System ("**MOVING SYSTEMS**"), was a moving company with offices in North Miami Beach, Florida,

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engaged in the interstate transportation of household goods ("goods") for members of the public. **MOVING SYSTEMS** maintained bank account number 3706184610 at Hemisphere National Bank, Miami, Florida.

2. Defendant **AAA VAN LINES, INC.** ("**AAA**") was a moving company with offices in North Miami Beach, Florida, engaged in the interstate transportation of goods for members of the public. **AAA** maintained bank account number 3707016010 at Hemisphere National Bank, Miami, Florida.

3. Defendant **AMERI VAN LINES, INC.** ("**AMERI VAN**") was a moving company with offices in Miami, Florida, engaged in the interstate transportation of goods for members of the public.

4. Defendant **SI TRUCKING, INC.** ("**SI**") was a trucking company with offices in Miami, Florida. **SI** maintained bank account number 3706085810 at Hemisphere National Bank, Miami, Florida.

5. Defendant **SIMO ELBAZ**, a/k/a "Simon Miller," "Jonathan Miller," and "Simon Elbaz," was a resident of North Miami Beach, Florida, and was the owner/registered agent/officer of **MOVING SYSTEMS**; the owner/registered agent of **AAA**; the owner of **AMERI VAN**, and the owner of **SI**. As such, defendant **ELBAZ** ran the day-to-day operations of these companies, which the defendant operated interchangeably, using the same employees.

6. Defendant **SIMO ELBAZ** had signatory authority on Hemisphere National Bank account numbers 3706184610, 3707016010 and 3706085810.

7. Defendant **YEHIEL TOLEDANO**, a/k/a "Jay" and "Ben Cohen," was a resident of Plantation, Florida, and was the registered agent for **AMERI VAN**. Defendant **YEHIEL TOLEDANO** was the office manager for **MOVING SYSTEMS, AAA**, and **AMERI VAN**. As office manager, defendant **YEHIEL TOLEDANO** handled customer complaints and assisted in running the day-to-day operations of **MOVING SYSTEMS, AAA**, and **AMERI VAN**.

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8. Defendant **MORAN SHEPKARU**, a/k/a "Lorain S." and "Moran S.," was a resident of Ft. Lauderdale, Florida. Defendant **MORAN SHEPKARU** was a sales representative for **MOVING SYSTEMS, AAA,** and **AMERI VAN**. As a sales representative, defendant **MORAN SHEPKARU** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

9. Defendant **HANANIA DAHAN**, a/k/a "Hank," was a resident of North Miami, Florida, and was a foreman for **MOVING SYSTEMS, AAA,** and **AMERI VAN.** As a foreman, defendant **HANANIA DAHAN** supervised the actual loading and/or delivery of customers' goods.

10. Defendant **MOSHE ELMAKIAS**, a/k/a "Moses Makias," was a resident of Hollywood, Florida, and was a foreman for **MOVING SYSTEMS, AAA,** and **AMERI VAN.** As a foreman, defendant **MOSHE ELMAKIAS** supervised the actual loading and/or delivery of customers' goods.

11. Defendant **MUIN NASERAT**, a/k/a "Tony," was a resident of Boca Raton, Florida, and was a foreman for **MOVING SYSTEMS, AAA,** and **AMERI VAN.** As a foreman, defendant **MUIN NASERAT** supervised the actual loading and/or delivery of customers' goods.

12. Defendant **RONEN OVADIA**, a/k/a "Ron," was a resident of Miami Beach, Florida, and was a foreman for **MOVING SYSTEMS, AAA,** and **AMERI VAN.** As a foreman, defendant **RONEN OVADIA** supervised the actual loading and/or delivery of customers' goods.

13. The defendants identified in Paragraphs 9 to 12 above are hereinafter collectively referred to as "the foremen."

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.

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2. From in or around January, 2001, and continuing through the date of this Indictment, at North Miami Beach and Miami, Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

MOVING SYSTEMS, INC.,
a/k/a "Moving System,"
AAA VAN LINES, INC.,
AMERI VAN LINES, INC.,
SI TRUCKING, INC.,
SIMO ELBAZ,
a/k/a "Simon Miller,"
"Jonathan Miller,"
and "Simon Elbaz,"
YEHIEL TOLEDANO,
a/k/a "Jay,"
and "Ben Cohen,"
MORAN SHEPKARU,
a/k/a "Lorain S.,"
and "Moran S.,"
HANANIA DAHAN,
a/k/a "Hank,"
MOSHE ELMAKIAS,
a/k/a "Moses Makias,"
MUIN NASERAT,
a/k/a "Tony," and
RONEN OVADIA,
a/k/a "Ron,"

did knowingly and willfully combine, conspire, confederate, 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.

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 **MOVING SYSTEMS, AAA, AMERI VAN,** and **SI** 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 to **MOVING SYSTEMS, AAA, AMERI VAN,** and **SI.**

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MANNER AND MEANS

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

4. Defendants **MOVING SYSTEMS, AAA, AMERI VAN,** and **SI** represented themselves to the public as reputable and long-established moving companies.

5. Defendants **SIMO ELBAZ, YEHIEL TOLEDANO, MORAN SHEPKARU,** and other **MOVING SYSTEMS, AAA, AMERI VAN,** and **SI** employees provided low moving estimates to customers to induce them to hire these companies to move their goods. These estimates were conveyed by telephone, facsimile or electronic mail ("e-mail").

6. Defendants **SIMO ELBAZ, YEHIEL TOLEDANO** and other **MOVING SYSTEMS, AAA, AMERI VAN,** and **SI** employees, supervised loading foremen who typically rushed the customers through the companies' paperwork, causing them to sign blank or incomplete bills of lading and other documents, and failed to inform them 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.

8. When contacted by customers requesting the delivery of their goods, defendants **SIMO ELBAZ, YEHIEL TOLEDANO,** and other **MOVING SYSTEMS, AAA, AMERI VAN,** and **SI** employees demanded full payment of the fraudulently inflated price before the companies would deliver the goods.

9. Defendants **SIMO ELBAZ, YEHIEL TOLEDANO,** and other **MOVING SYSTEMS, AAA, AMERI VAN,** and **SI** employees ignored customers' repeated complaints about the fraudulently inflated price and/or lied to the customers about the delivery of their goods, often using false names when dealing with customers over the telephone and in writing.

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10. When customers refused to pay the inflated price, defendants **SIMO ELBAZ, YEHIEL TOLEDANO**, and other **MOVING SYSTEMS, AAA, AMERI VAN**, and **SI** 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 **SIMO ELBAZ, YEHIEL TOLEDANO**, and other **MOVING SYSTEMS, AAA, AMERI VAN**, and **SI** employees, demanded that customers pay any outstanding balance the companies claimed they were owed before they would unload the customers' goods.

12. Defendants **SIMO ELBAZ, YEHIEL TOLEDANO**, and other **MOVING SYSTEMS, AAA, AMERI VAN**, and **SI** 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:

Victim 1: Undercover Agent

1. On or about December 12, 2001, defendant **MORAN SHEPKARU**, using the name "Loran S.," sent an e-mail from e-mail address aaavanline@aol.com to an undercover agent ("UCA") with the Federal Bureau of Investigation ("FBI") in Florida that conveyed an estimate of $1,750 to move the UCA's goods from Florida to Louisiana.

2. On or about December 13, 2001, defendant **MORAN SHEPKARU**, using the name "Loran S.," sent an e-mail from e-mail address aaavanline@aol.com to the UCA in Florida that conveyed an estimate of $1,700 to move the UCA's goods.

3. On or about December 13, 2001, defendant **MORAN SHEPKARU**, using the name "Loran S.," sent an e-mail from e-mail address aaavanline@aol.com to the UCA in Florida that conveyed an estimate of $1,500 for the move and also stated that a $150 discount coupon could be used.

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4. On or about December 20, 2001, defendant **MOSHE ELMAKIAS**, using the name "Moses," supervised the loading of the UCA's goods in Florida, after which defendant **MOSHE ELMAKIAS** inflated the price of the move to $2,746 on the bill of lading.

5. On or about December 21, 2001, defendant **YEHIEL TOLEDANO,** using the name "Ben," telephoned a cooperating witness ("CW") who was acting as the UCA's representative for the move, and told the CW that the UCA's goods would be auctioned after 30 days if the UCA did not pay the inflated price.

6. On or about February 26, 2002, **AAA** charged $2,746 to the UCA's credit card without the UCA's authorization.

Victim 2: C.A. and K.W.

7. On or about January 9, 2001, defendant **MORAN SHEPKARU**, using the name "Moran S.," sent an e-mail from e-mail address sitrucking@aol.com to C.A. in Georgia that conveyed an estimate of $650 to ship their goods from Pennsylvania to Georgia.

8. On or about January 15, 2001, **MOVING SYSTEMS** employees loaded C.A.'s and K.W.'s goods, at which time a foreman gave M.W., who was acting as C.A.'s and K.W.'s representative for the move, a blank bill of lading for his signature.

9. On or about January 15, 2001, after the goods had been loaded onto the **MOVING SYSTEMS** truck, the foreman inflated the price of the move to $4,329.

10. On or about January 16, 2001, defendant **SIMO ELBAZ,** using the name "Simon Miller," told K.W. by telephone in Georgia that he would not deliver C.A.'s and K.W.'s goods unless they paid the inflated price the company claimed it was owed.

Victim 3: B.G. and S.B.

11. On or about December 15, 2000, defendant **MORAN SHEPKARU**, using the name "Moran S.," sent an e-mail from e-mail address sitrucking@aol.com to S.B. in Missouri that conveyed an estimate of $750 to move the goods of B.G. and S.B. from Missouri to Louisiana.

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12. On or about January 3, 2001, defendant **MOSHE ELMAKIAS**, using the name "Moses," loaded B.G.'s and S.B.'s goods in Missouri, after which defendant **MOSHE ELMAKIAS** inflated the price of the move to $5,288.

13. On or about January 3, 2001, defendant **MOSHE ELMAKIAS** refused to unload B.G.'s and S.B.'s goods.

14. On or about January 3, 2001, defendant **SIMO ELBAZ**, using the name "Simon," told B.G. by telephone that the price of the move would be $1,600.

15. On or about January 7, 2001, a **MOVING SYSTEMS** employee told B.G. by telephone in Louisiana that if B.G. did not pay $3,666 by cash or money order, B.G. would not see his goods again.

16. On or about January 8, 2001, defendant **SIMO ELBAZ**, using the name "Simon," told B.G. by telephone in Louisiana that he would discount the cost of B.G.'s move to $3,068.

Victim 4: M.N.

17. On or about January 28, 2002, defendant **MORAN SHEPKARU**, using the name "Lorain S.," sent an e-mail from e-mail address amerivanline@aol.com to M.N. in California that conveyed an estimate of $3,120 to move his goods from California to New York.

18. On or about January 30, 2002, a subcontractor for defendant **AMERI VAN** supervised the loading of M.N.'s goods and provided M.N. with a bill of lading for $3,120.

19. On or about February 12, 2002, defendant **HANANIA DAHAN**, using the name "Hank," telephoned M.N. in New York and inflated the price of the move to $8,400.

20. On or about February 13, 2002, defendant **HANANIA DAHAN** telephoned M.N. in New York and told M.N. that **AMERI VAN** would not deliver M.N.'s goods unless M.N. paid the inflated price **AMERI VAN** claimed it was owed.

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21. On or about February 24, 2002, defendant **YEHIEL TOLEDANO**, using the name "Jay," telephoned M.N. in New York and threatened to auction M.N.'s goods if he did not pay the inflated price that **AMERI VAN** claimed it was owed.

22. On or about February 24, 2002, defendant **YEHIEL TOLEDANO**, using the name "Jay," instructed M.N. to wire $6,500 to **AAA's** account number 3707016010 at Hemisphere National Bank before **AMERI VAN** would deliver M.N.'s goods.

Victims 5: M.M.

23. On or about November 12, 2001, an **AAA** employee sent an e-mail from e-mail address aaavanline2@aol.com to M.M. in Washington that conveyed an estimate of $2,190 to move her goods from Washington to Florida.

24. On or about January 9, 2002, defendant **MUIN NASERAT** supervised the loading of M.M.'s goods in Washington, after which defendant **MUIN NASERAT** inflated the price of M.M.'s move to $3,214 on the bill of lading.

25. On or about January 9, 2002, M.M paid defendant **MUIN NASERAT** $1,607 as partial payment for the move.

26. On or about January 17, 2002, defendant **HANANIA DAHAN**, using the name "Hank," arrived at M.M.'s Florida residence and refused to unload M.M.'s goods unless M.M. paid the balance that **AAA** claimed it was owed.

27. On or about January 17, 2002, M.M. paid defendant **HANANIA DAHAN** $1,607 in cash.

Victim 6: S.T.

28. On or about May 22, 2002, defendant **MORAN SHEPKARU**, using the name "Lorain S.," in Florida called S.T. in Georgia and provided an estimate of $1,628 to move S.T.'s goods from Georgia to Florida.

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29. On or about May 22, 2002, defendant **MORAN SHEPKARU**, using the name "Lorain S.," sent an e-mail from e-mail address amerivanline@aol.com to S.T. in Georgia that conveyed an estimate of $1,628 to move his goods from Georgia to Florida.

30. On or about June 1, 2002, defendant **RONEN OVADIA**, using the name "Ron," loaded S.T.'s goods in Georgia, after which time defendant **RONEN OVADIA** gave S.T. a blank bill of lading for his signature.

31. On or about June 1, 2002, after the goods had been loaded, defendant **RONEN OVADIA** inflated the price of the move to $3,424.

32. On or about June 1, 2002, defendant **RONEN OVADIA** told S.T. that unless S.T. paid the balance **AMERI VAN** claimed it was owed, **AMERI VAN** would not deliver his goods.

33. On or about June 3, 2002, defendant **YEHIEL TOLEDANO,** using the name "Jay," advised S.T. by telephone that unless he paid the balance **AMERI VAN** claimed it was owed, **AMERI VAN** would not deliver his goods .

34. On or about June 6, 2002, defendant **RONEN OVADIA**, using the name "Ron," refused to deliver S.T.'s goods unless S.T. paid the inflated price that **AMERI VAN** claimed it was owed.

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

COUNTS 2 - 12
(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 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 **MOVING SYSTEMS, AAA, AMERI VAN, and SI** 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 to **MOVING SYSTEMS, AAA, AMERI VAN, and SI.**

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USE OF THE WIRES

3. On or about the dates listed below, at North Miami Beach and Miami, Miami-Dade 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	12/15/00	**SIMO ELBAZ, MORAN SHEPKARU**	E-mail from **MORAN SHEPKARU** in Florida to S.B. in Missouri, conveying an estimate
3	01/08/01	**SIMO ELBAZ**	Telephone call from B.G. in Louisiana to **SIMO ELBAZ** in Florida, regarding the inflated price of B.G.'s move
4	01/09/01	**SIMO ELBAZ, MORAN SHEPKARU**	E-mail from **MORAN SHEPKARU** in Florida to C.A. in Georgia, conveying an estimate
5	12/12/01	**SIMO ELBAZ, MORAN SHEPKARU**	E-mail from **MORAN SHEPKARU** in Florida to UCA in Florida, conveying an estimate
6	12/13/01	**SIMO ELBAZ, MORAN SHEPKARU**	E-mail from **MORAN SHEPKARU** in Florida to UCA in Florida, conveying an estimate
7	12/13/01	**SIMO ELBAZ, MORAN SHEPKARU**	E-mail from **MORAN SHEPKARU** in Florida to UCA in Florida, conveying an estimate
8	01/28/02	**SIMO ELBAZ, MORAN SHEPKARU**	E-mail from **MORAN SHEPKARU** in Florida to M.N. in California, conveying an estimate
9	02/12/02	**SIMO ELBAZ, HANANIA DAHAN**	Telephone call from **HANANIA DAHAN** in Florida to M.N. in New York, conveying an inflated price for M.N.'s move
10	02/24/02	**SIMO ELBAZ, YEHIEL TOLEDANO**	Telephone call from **YEHIEL TOLEDANO** in Florida to M.N. in New York, threatening to auction M.N.'s goods and demanding payment of the inflated price
11	05/22/02	**SIMO ELBAZ, MORAN SHEPKARU**	Telephone call from **MORAN SHEPKARU** in Florida to S.T. in Georgia, conveying an estimate
12	05/22/02	**SIMO ELBAZ, MORAN SHEPKARU**	E-mail from **MORAN SHEPKARU** in Florida to S.T. in Georgia, conveying an estimate

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

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COUNTS 13 - 18
(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 are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at North Miami Beach and Miami, Miami-Dade 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 agreeing 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 money that **MOVING SYSTEMS, AAA, AMERI VAN** and **SI** claimed they were owed.

COUNT	DATES	DEFENDANTS	VICTIM(S)
13	12/15/00 - 02/18/01	**SIMO ELBAZ, MOSHE ELMAKIAS**	B.G. and S.B.
14	01/09/01 - 03/17/01	**SIMO ELBAZ, MOSHE ELMAKIAS**	C.A. and K.W.
15	11/12/01 - 01/22/02	**SIMO ELBAZ, HANANIA DAHAN**	M.M.
16	12/12/01 - 02/26/02	**SIMO ELBAZ, YEHIEL TOLEDANO**	Undercover Agent
17	01/28/02 - 05/23/02	**SIMO ELBAZ, YEHIEL TOLEDANO, HANANIA DAHAN**	M.N.
18	05/22/02 - 06/06/02	**SIMO ELBAZ, YEHIEL TOLEDANO, RONEN OVADIA**	S.T.

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

COUNTS 19 - 22
(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 North Miami Beach and Miami, Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants, listed as to each count

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below, did knowingly, wilfully 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 inflated the price of the customers' moves as reflected on the bills of lading:

COUNT	DATE	DEFENDANT	VICTIM(S)
19	01/03/01	**SIMO ELBAZ, MOSHE ELMAKIAS**	B.G. and S.B.
20	12/20/01	**SIMO ELBAZ, MOSHE ELMAKIAS**	Undercover Agent
21	01/09/02	**SIMO ELBAZ, MUIN NASERAT**	M.M.
22	06/01/02	**SIMO ELBAZ, RONEN OVADIA**	S.T.

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

COUNT 23
(Conspiracy to Commit Money Laundering: 18 U.S.C. § 1956(h))

1. Paragraphs 1 through 12 of the General Allegations section and paragraphs 4 through 12 of Count 1 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 North Miami Beach and Miami, Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

MOVING SYSTEMS, INC.,
a/k/a "Moving System,"
AAA VAN LINES, INC.,
AMERI VAN LINES, INC.,
SI TRUCKING, INC., and
SIMO ELBAZ,
a/k/a "Simon Miller,"
"Jonathan Miller,"
and "Simon Elbaz,"

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:

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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, 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

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, wire fraud and extortion, in violation of Title 18, United 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 18 and Count 23 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 have 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.

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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:

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

B. Other personal property, described as follows:

i. one 2000 Jeep Grand Cherokee, Vehicle Identification Number ("VIN") 1J4G248S1YC160950;

ii. one 2000 HINO truck, VIN JHBFE2JR7Y2S10395;

iii. one 2001 Freightliner truck, VIN 1FUY0SZB01LH22583;

iv. one 1999 Kentucky trailer, VIN 1KKVE5325XL114995;

v. one 2001 Mercedes Benz 4-door, VIN WDBRF61J31F052915;

vi. one 2003 Freightliner truck, VIN 1FVABSCT23 HK 82670;

vii. one 2003 Freightliner truck, VIN 1FVABSCT63HK82669;

viii. all the contents of Hemisphere National Bank account #3706085810, in the name of **SI TRUCKING, INC.**;

ix. all the contents of Hemisphere National Bank account #3706184610, in the name of **MOVING SYSTEMS, INC.**;

x. all the contents of Hemisphere National Bank account #3707016010, in the name of **AAA VAN LINES, INC.**;

xi. all the contents of Hemisphere National Bank account #3706825306, in the name of **SIMO ELBAZ**; and

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xii. all the contents of Hemisphere National Bank account #3706670806, in the name of **SIMO ELBAZ** and ILANIT ELBAZ.

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 defendants:

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), to seek forfeiture of any other property of the defendants 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 the provisions of 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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