UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 03-60033CR-MIDDLEBROOK

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

MAGISTRATE JOHNSON

UNITED STATES OF AMERICA

v.

ELITE VAN LINES MOVING & STORAGE, INC.,
EYAL MALUL,
a/k/a "Ben Levy,"
MORDECHAY EVGI,
a/k/a "David,"
and "Moti,"
KESSEY ESTEVES,
IZABELLA MARIA FONSECA,
a/k/a "Izabella Vianna,"
CLAUDIO DESCART,
SERGIO DESCART,
GOLAN ELIATIM, and
YUVAL PEREZ,

Defendants /

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times relevant to this Indictment:

1. Defendant **ELITE VAN LINES MOVING & STORAGE, INC.** ("**ELITE**") was a moving company with offices in Sunrise and Plantation, Florida, engaged in the interstate transportation of household goods ("goods") for members of the public. **ELITE** utilized bank account number 003664274114 at Bank of America, Sunrise, Florida.

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

3. Defendant **EYAL MALUL**, also known as ("a/k/a") "Ben Levy," was a resident of Plantation, Florida, and was the owner, officer and director of **ELITE**. As the owner of **ELITE**, defendant **EYAL MALUL** ran the day-to-day operations of the company.

4. Defendant **MORDECHAY EVGI**, a/k/a "David" and "Moti," was a resident of Fort Lauderdale, Florida, and was the office manager and dispatcher for **ELITE**. As office manager, defendant **MORDECHAY EVGI** handled customer complaints and assisted in the running of the day-to-day operations of **ELITE**. On occasion, defendant **MORDECHAY EVGI** would also act as a foreman for **ELITE**, supervising the actual loading and the delivery of customers' goods.

5. Defendant **KESSEY ESTEVES** was a resident of Boca Raton, Florida, and was a sales representative for **ELITE**. As a sales representative, defendant **KESSEY ESTEVES** solicited customers, provided them with estimates for the prices of their moves, and scheduled dates for the loading of their goods.

6. Defendant **IZABELLA MARIA FONSECA**, a/k/a "Izabella Vianna," was a resident of Plantation, Florida, and was a sales representative for **ELITE**. As a sales representative, defendant

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IZABELLA MARIA FONSECA solicited customers, provided them with estimates for the prices of their moves, and scheduled dates for the loading of their goods.

7. Defendant **CLAUDIO DESCART** was a resident of Lauderhill, Florida, and was a foreman for **ELITE**. As a foreman, defendant **CLAUDIO DESCART** supervised the actual loading and the delivery of customers' goods.

8. Defendant **SERGIO DESCART** was a resident of Lauderhill, Florida, and was a foreman for **ELITE**. As a foreman, defendant **SERGIO DESCART** supervised the actual loading and the delivery of customers' goods.

9. Defendant **GOLAN ELIATIM** was a resident of Miami, Florida, and was a foreman for **ELITE**. As a foreman, defendant **GOLAN ELIATIM** supervised the actual loading and the delivery of customers' goods.

10. Defendant **YUVAL PEREZ** was a resident of Sunrise, Florida, and was a foreman for **ELITE**. As a foreman, defendant **YUVAL PEREZ** supervised the actual loading and the delivery of customers' goods.

11. The defendants identified in Paragraphs 7 through 10 above are hereinafter collectively referred to as "the foremen."

COUNT 1
(Conspiracy: 18 U.S.C. § 371)

1. Paragraphs 1 through 11 of the General Allegations section are realleged and incorporated as though fully set forth herein.

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2. From in or around September 2001, and continuing through in or around November 2002, at Plantation and Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

ELITE VAN LINES MOVING & STORAGE, INC.,
EYAL MALUL,
a/k/a "Ben Levy,"
MORDECHAY EVGI,
a/k/a "David"
and "Moti,"
KESSEY ESTEVES,
IZABELLA MARIA FONSECA,
a/k/a "Izabella Vianna,"
CLAUDIO DESCART,
SERGIO DESCART,
GOLAN ELIATIM, and
YUVAL PEREZ,

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

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

b. to knowingly and willfully devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, and attempting to do so, to cause to be delivered by the United States Postal Service and by commercial interstate carrier, according to the

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directions thereon, certain matters and things, in violation of Title 18, United States Code, Section 1341; and

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.

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 **ELITE** by fraudulently offering customers low moving estimates, subsequently fraudulently inflating the prices of the moves, and thereafter unjustifiably withholding the delivery of the customers' goods until the customers paid the inflated prices to **ELITE**.

MANNER AND MEANS

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

4. Defendant **ELITE** represented itself to the public as a moving company committed to quality service.

5. Defendants **KESSEY ESTEVES, IZABELLA MARIA FONSECA,** and other **ELITE** employees fraudulently provided low moving estimates to customers to induce them to hire **ELITE** to move their goods. These estimates were conveyed by telephone, electronic mail ("e-mail"), or facsimile.

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6. Defendants **EYAL MALUL, MORDECHAY EVGI**, and other **ELITE** employees supervised loading foremen who pressured the **ELITE** customers to sign blank and incomplete bills of lading and other documents, and failed to inform the customers 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 falsely claiming that the customers' goods occupied more cubic feet than had been originally estimated by **ELITE** and by overcharging the customers for packing materials.

8. When contacted by customers requesting the delivery of their goods, defendants **EYAL MALUL, MORDECHAY EVGI**, and other **ELITE** employees demanded full payment of the inflated prices before **ELITE** would deliver the goods.

9. Defendants **EYAL MALUL, MORDECHAY EVGI**, and other **ELITE** employees ignored customers' repeated complaints about the inflated prices and made misrepresentations to 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 prices, defendants **EYAL MALUL, MORDECHAY EVGI**, and other **ELITE** 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 **EYAL MALUL, MORDECHAY EVGI**, and other **ELITE** employees, demanded that the customers pay any outstanding balances fraudulently determined by **ELITE** before they would unload the customers' goods.

12. Defendants **EYAL MALUL, MORDECHAY EVGI**, and other **ELITE** employees failed to deliver customers' goods that were to be transported by **ELITE**.

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13. Defendants **EYAL MALUL, MORDECHAY EVGI,** and other **ELITE** employees refused to compensate customers adequately 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) Undercover Agent

1. On or about October 5, 2001, defendant **IZABELLA MARIA FONSECA** had a telephone conversation with an undercover agent ("UCA") of the Federal Bureau of Investigation ("FBI") and provided the UCA with an estimate of $1,686.75 to move the UCA's goods from Florida to Massachusetts.

2. On or about October 5, 2001, **ELITE** caused another FBI undercover agent ("UCA2") to send a $200 cashier's check to **ELITE** via the United States Postal Service as a deposit on the UCA's move.

3. On or about October 11, 2001, defendant **YUVAL PEREZ** supervised the loading of the UCA's goods, after which defendant **YUVAL PEREZ** fraudulently inflated the price of the move on the bill of lading to $2,823, based on additional cubic feet and packing materials.

4. On or about October 11, 2001, defendant **EYAL MALUL,** using the name "Ben," met with the UCA and discussed the price of the move.

5. On or about October 22, 2001, defendant **EYAL MALUL,** using the name "Ben," told the UCA in Florida by telephone that he would start the process to auction the UCA's goods if the UCA refused to pay the inflated price that **ELITE** claimed it was owed.

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(B) L.C.

1. On or about October 3, 2001, defendant **IZABELLA MARIA FONSECA** in Florida faxed to L.C. in California an estimate of $1,780 to move her goods from a storage unit in Michigan to California.

2. On or about October 6, 2001, an **ELITE** crew loaded part of L.C.'s goods from a storage unit in Michigan, after which the foreman inflated the price of the move to $5,000, based on additional cubic feet and packing materials.

3. On or about October 12, 2001, defendants **EYAL MALUL**, using the name "Ben," and **MORDECHAY EVGI,** using the name "David," in a telephone conversation with L.C. refused to deliver L.C.'s goods unless she paid the inflated price **ELITE** claimed it was owed.

4. In or around November 2001, **ELITE** delivered some damaged goods to L.C. after she agreed to pay $3,000.

(C) R.C.

1. On or about October 30, 2001, defendant **KESSEY ESTEVES** in Florida faxed to R.C. in Massachusetts an estimate of $2,875 to move his household goods from Massachusetts to Texas.

2. On or about November 13, 2001, an **ELITE** crew loaded R.C.'s goods, after which the **ELITE** foreman inflated the price of R.C.'s move to $5,599.

3. On or about November 19, 2001, defendant **MORDECHAY EVGI**, using the name "Dave," spoke by telephone to R.C. in Texas regarding the delivery of his goods.

4. On or about November 27, 2001, defendant **EYAL MALUL**, using the name "Ben Levy," spoke by telephone to D.W., R.C.'s father-in-law, in California regarding the delivery of R.C.'s goods.

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5. On or about November 30, 2001, a foreman representing **ELITE** refused to unload R.C.'s goods until he paid the balance that **ELITE** claimed it was owed.

6. On or about November 30, 2001, defendant **EYAL MALUL**, using the name "Ben Levy," spoke with R.C. regarding a refund.

7. On or about December 15, 2001, defendant **EYAL MALUL** caused R.C. to mail a complaint letter to defendant **EYAL MALUL**, using the name "Ben Levy," via the United States Postal Service.

(D) L.K.

1. On or about May 14, 2002, an **ELITE** employee, using the name "Linda," spoke to L.K. by telephone in Wyoming and provided an estimate of $2,175 to move L.K.'s goods from Oregon to Wyoming.

2. On or about May 15, 2002, an **ELITE** employee, using the name "Linda,"spoke to L.K. by telephone in Wyoming and provided a revised estimate of $3,175.

3. On or about May 20, 2001, an **ELITE** crew loaded L.K.'s goods from storage in Oregon, after which the **ELITE** foreman inflated the price of L.K.'s move to $7,300.

4. On or about May 21, 2002, defendant **EYAL MALUL**, using the name "Ben Levy," spoke to L.K. by telephone in Wyoming and demanded that L.K. send a certified check in the amount of $2,800 to **ELITE** if she wanted to see her belongings again.

5. On or about May 22, 2002, defendant **EYAL MALUL** caused L.K. to mail a cashier's check in the amount of $2,800 to **ELITE** via the United States Postal Service.

6. On or about May 27, 2002, an **ELITE** foreman refused to deliver L.K.'s goods unless she paid the inflated price with a certified check.

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(E) T.H. and M.M.

1. On or about September 7, 2001, defendant **KESSEY ESTEVES** in Florida faxed to T.H. in Vermont an estimate of $2,650 to move T.H. and M.M.'s goods from Vermont to California.

2. On or about September 20, 2001, an **ELITE** foreman gave M.M. a blank bill of lading for his signature.

3. On or about September 20, 2001, an **ELITE** crew loaded T.H. and M.M.'s goods in Vermont, after which the **ELITE** foreman inflated the price of the move to $5,123.50, based on additional cubic feet and packing materials.

4. Between on or about September 20, 2001, and on or about October 10, 2001, defendant **EYAL MALUL**, using the name "Ben Levy," spoke with T.H. and M.M. by telephone and refused to deliver their goods unless they paid the balance that **ELITE** claimed it was owed.

5. On or about October 11, 2001, a foreman for another moving company retained by **ELITE** refused to deliver T.H. and M.M.'s goods unless they paid the balance that **ELITE** claimed it was owed.

(F) R.P

1. On or about May 9, 2002, defendant **KESSEY ESTEVES** e-mailed R.P. an estimate of $1,681 to move R.P.'s goods from Florida to Maine.

2. On or about May 29, 2002, an **ELITE** foreman gave R.P. a blank bill of lading for her signature.

3. On or about May 29, 2002, an **ELITE** foreman, after loading R.P.'s goods, inflated the price of her move to $3,091, based on additional cubic feet and packing materials.

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4. On or about July 13, 2002, defendant **GOLAN ELIATIM** refused to unload R.P.'s goods unless she paid the balance that **ELITE** claimed it was owed.

(G) G.A. and D.A.

1. On or about April 26, 2002, defendant **KESSEY ESTEVES** e-mailed from Florida to G.A. and D.A. in California an estimate of $4,284 to move their goods from California to Indiana.

2. On or about April 26, 2002, defendant **KESSEY ESTEVES** in Florida had a telephone conversation with G.A. in California, in which defendant **KESSEY ESTEVES** provided G.A. with a revised estimate of $6,175.

3. On or about May 24, 2002, defendant **SERGIO DESCART** supervised the partial loading of G.A and D.A.'s goods, after which he inflated the price of the move on the bill of lading to $12,239.

4. On or about June 15, 2002, a foreman for another moving company retained by **ELITE** refused to unload G.A. and D.A.'s goods unless they paid the balance that **ELITE** claimed it was owed.

(H) A.C.

1. On or about June 3, 2002, an **ELITE** employee provided A.C. an estimate of $2,125, later revised to $2,710, to move A.C.'s goods from Florida to Minnesota.

2. On or about July 14, 2002, an **ELITE** crew loaded A.C.'s goods, after which the **ELITE** foreman inflated the price of the move to $5,565.

3. On or about August 3, 2002, defendant **CLAUDIO DESCART** refused to unload a portion of A.C.'s goods unless she paid the balance that **ELITE** claimed it was owed.

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4. On or about August 23, 2002, defendant **GOLAN ELIATUM** delivered a portion of A.C.'s goods.

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

COUNTS 2-9
(Wire Fraud: 18 U.S.C. §§ 1343 and 2)

1. Paragraphs 1 through 11 of the General Allegations and paragraphs 4 through 13 of Count 1 of this Indictment are realleged and incorporated as though fully set forth herein.

SCHEME AND ARTIFICE

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

USE OF THE WIRES

3. From in or around September 2001, and continuing through in or around November 2002, at Plantation and Sunrise, Florida, Broward County, in the Southern District of Florida, and elsewhere, the defendants, as set forth in the individual counts below, for the purpose of executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property from persons 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 communication, certain writings, signs, signals and sounds, as more specifically described below:

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COUNT	DATE	DEFENDANT	DESCRIPTION OF WIRE COMMUNICATION
2	09/07/01	**EYAL MALUL MORDECHAY EVGI KESSEY ESTEVES**	Facsimile from **KESSEY ESTEVES** in Florida to T.H. in Vermont, conveying an estimate.
3	10/30/01	**EYAL MALUL MORDECHAY EVGI KESSEY ESTEVES**	Facsimile from **KESSEY ESTEVES** in Florida to R.C. in Massachusetts, conveying an estimate.
4	11/20/01	**EYAL MALUL MORDECHAY EVGI**	Telephone call between R.C. in Texas and **MORDECHAY EVGI** in Florida, regarding delivery dates.
5	11/27/01	**EYAL MALUL MORDECHAY EVGI**	Telephone call between D.W. in California and **EYAL MALUL** in Florida, regarding delivery dates.
6	11/30/01	**EYAL MALUL MORDECHAY EVGI**	Telephone call betweem R.C. in Texas and **EYAL MALUL** in Florida, regarding a complaint letter to be sent from R.C. to **ELITE** regarding why R.C. should receive a partial refund.
7	04/26/02	**EYAL MALUL MORDECHAY EVGI KESSEY ESTEVES**	E-mail from **KESSEY ESTEVES** in Florida to G.A. and D.A. in California, conveying an estimate.
8	04/26/02	**EYAL MALUL MORDECHAY EVGI KESSEY ESTEVES**	Telephone call between **KESSEY ESTEVES** in Florida and G.A. and D.A. in California, conveying a revised estimate.
9	05/21/02	**EYAL MALUL MORDECHAY EVGI**	Telephone call between L.K. in Wyoming and **EYAL MALUL** in Florida, regarding the return of her goods.

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

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COUNTS 10-12
(Mail Fraud: 18 U.S.C. §§ 1341 and 2)

1. Paragraphs 1 through 11 of the General Allegations and paragraphs 4 through 13 of Count 1 of this Indictment are realleged and incorporated as though fully set forth herein.

SCHEME AND ARTIFICE

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

USE OF THE MAIL

3. From in or around September 2001, and continuing through in or around November 2002, at Plantation and Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants, listed as to each count below, for the purpose of executing and attempting to execute the scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly cause to be delivered by the United States Postal Service, according to the directions thereon, certain mail matter, as more particularly described in the specified counts below:

COUNT	DATE	DEFENDANT	DESCRIPTION OF MAIL MATTER
10	10/05/01	**EYAL MALUL** **MORDECHAY EVGI** **IZABELLA MARIA FONSECA**	Cashier's check number 7561649798, in the amount of $200, from UCA2 in Florida to the **ELITE** office located at 1151 NW 65 Avenue, Plantation, Florida.

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11	12/15/01	**EYAL MALUL MORDECHAY EVGI**	Letter from R.C. in Texas requesting a partial refund to the **ELITE** office located at 1151 NW 65 Avenue, Plantation, Florida.
12	05/22/02	**EYAL MALUL MORDECHAY EVGI**	Cashier's check number 235696, in the amount of $2,800, from L.K. in Wyoming, to the **ELITE** office located at 1151 NW 65 Avenue, Plantation, Florida.

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

COUNTS 13-20
(Extortion: 18 U.S.C. §§ 1951 and 2)

1. Paragraphs 1 through 11 of the General Allegations and paragraphs 4 through 13 of Count 1 of the Indictment are realleged and incorporated as though fully set forth herein.

2. On or about the dates set forth below, at Sunrise and Plantation, 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 the defendants threatened to withhold delivery of customers' goods unless they paid the money that **ELITE** fraudulently claimed it was owed.

COUNT	DATES	DEFENDANTS	VICTIM(S)
13	09/07/01-10/11/01	**EYAL MALUL MORDECHAY EVGI**	T.H. M.M.
14	10/04/01-Date of Indictment	**EYAL MALUL MORDECHAY EVGI YUVAL PEREZ**	UCA

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15	10/03/01-11/01	**EYAL MALUL** **MORDECHAY EVGI**	L.C.
16	10/30/01-11/30/01	**EYAL MALUL** **MORDECHAY EVGI**	R.C.
17	05/14/02-05/28/02	**EYAL MALUL** **MORDECHAY EVGI**	L.K.
18	05/09/02-07/13/02	**EYAL MALUL** **MORDECHAY EVGI** **GOLAN ELIATIM**	R.P.
19	04/26/02-06/15/02	**EYAL MALUL** **MORDECHAY EVGI** **SERGIO DESCART**	G.A D.A.
20	06/03/02-Date of Indictment	**EYAL MALUL** **MORDECHAY EVGI** **CLAUDIO DESCART** **GOLAN ELIATUM**	A.C.

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

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

1. Paragraphs 1 through 11 of the General Allegations and paragraphs 4 through 13 of Count 1 of the Indictment are realleged and incorporated as though fully set forth herein.

2. On or around the October 11, 2001, at Plantation, Broward County, in the Southern District of Florida, and elsewhere, the defendant,

YUVAL PEREZ,

did knowingly, willfully and with the intent to defraud customers, falsely make and alter a bill of lading, in that, the defendant **YUVAL PEREZ** caused the UCA to sign a bill of lading that was blank and incomplete, after which the defendant **YUVAL PEREZ** fraudulently inflated the price of

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the UCA's move as reflected on the bill of lading.

In violation of Title 18, 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 11 of the General Allegations and paragraphs 4 through 13 of Count 1 of the Indictment are realleged and incorporated as though fully set forth herein.

2. From in or around September 2001, and continuing through in or around November 2002, at Plantation and Sunrise, Broward County, in the Southern District of Florida, and elsewhere, the defendants,

ELITE VAN LINES MOVING & STORAGE, INC., and
EYAL MALUL,
a/k/a "Ben Levy,"

did knowingly combine, conspire, confederate and agree with each other, and with others known and unknown to the Grand Jury, to conduct and attempt to conduct a financial transaction affecting interstate and foreign commerce, that involved the proceeds of 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 transaction was designed in whole or in part to promote the

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carrying on of said specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i).

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

A TRUE BILL

FOREPERSON

for MARCOS DANIEL JIMENEZ
UNITED STATES ATTORNEY

for JEFFREY R. LEVENSON
ASSISTANT UNITED STATES ATTORNEY