UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 03-20128 CR-LENARD

18 U.S.C. § 371
18 U.S.C. § 1343
18 U.S.C. § 1951
18 U.S.C. § 2
49 U.S.C. § 80116
18 U.S.C. § 981(a)(1)(C)

MAGISTRATE JUDGE SIMONTON

UNITED STATES OF AMERICA

v.

SOUTHEASTERN VAN LINES, INC.,
ANAT BEN-ZION,
a/k/a "Annette,"
LIOR BAR,
a/k/a "Lee Bar,"
WALTER KEENER,
a/k/a "Bill Weiss," and
ROEE BUGATTI,
a/k/a "Roy,"

Defendants

FILED by MR D.C.
MAG. SEC.
FEB 11 2003
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times relevant to this Indictment:

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

2. Defendant **ANAT BEN-ZION,** also known as ("a/k/a") "Annette," was a resident of North Miami Beach, Florida, and was an owner, officer and the director of **SOUTHEASTERN**. As an owner, officer and director of **SOUTHEASTERN**, defendant **ANAT BEN-ZION** ran the day-to-day operations of the company.

3. Defendant **LIOR BAR,** a/k/a "Lee Bar," was a resident of Fort Lauderdale, Florida, and was a sales representative for **SOUTHEASTERN**. As a sales representative, defendant **LIOR BAR** solicited customers, provided them with estimates for the price of their moves, and scheduled

dates for the loading of their goods.

4. Defendant **WALTER KEENER**, a/k/a "Bill Weiss," was a resident of Sunrise, Florida, and was a sales representative for **SOUTHEASTERN**. As a sales representative, defendant **WALTER KEENER** solicited customers, provided them with estimates for the price of their moves, and scheduled dates for the loading of their goods.

5. Defendant **ROEE BUGATTI**, a/k/a "Roy," was a resident of Sunrise, Florida, and was a foreman for **SOUTHEASTERN**. As a foreman, defendant **ROEE BUGATTI** supervised the actual loading and/or delivery of customers' goods.

COUNT 1
(Conspiracy: 18 U.S.C. § 371)

1. Paragraphs 1 through 5 of the General Allegations section are realleged and incorporated as though fully set forth herein.

2. From in or around January of 2001, and continuing to in or around April of 2002, at North Miami, Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

SOUTHEASTERN VAN LINES, INC.,
ANAT BEN-ZION,
a/k/a "Annette,"
LIOR BAR,
a/k/a "Lee Bar,"
WALTER KEENER,
a/k/a "Bill Weiss," and
ROEE BUGATTI,
a/k/a "Roy,"

did knowingly and willfully combine, conspire, confederate, agree, and reach a tacit understanding with persons known and unknown to the Grand Jury to commit the following offenses against the United States, to wit: (a) wire fraud, in violation of 18 U.S.C. §1343; (b) mail fraud, in violation of 18 U.S.C. §1341; (c) extortion, in violation of 18 U.S.C. §1951; and (d) 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 **SOUTHEASTERN** by offering them low moving estimates, subsequently inflating the price of the move, and thereafter withholding delivery of their goods until they paid the inflated price to **SOUTHEASTERN**.

MANNER AND MEANS

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

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

5. Defendants **WALTER KEENER, LIOR BAR**, and other **SOUTHEASTERN** employees provided low moving estimates to customers to induce them to hire **SOUTHEASTERN** to move their goods. These estimates were often conveyed by telephone, facsimile or electronic mail ("e-mail").

6. Defendant **ANAT BEN-ZION** supervised defendant **ROEE BUGATTI** and other foremen who typically rushed the customers through the **SOUTHEASTERN** 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 inflate the total price of the move by claiming that the customers' goods occupied more cubic feet than had been originally estimated by **SOUTHEASTERN** and/or by overcharging the customers for packing materials.

8. When contacted by customers requesting the delivery of their goods, defendant **ANAT BEN-ZION** and other **SOUTHEASTERN** employees demanded full payment of the inflated price before **SOUTHEASTERN** would deliver the goods.

9. Defendants **ANAT BEN-ZION, WALTER KEENER**, and other **SOUTHEASTERN** employees ignored customers' repeated complaints about the 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.

10. When delivering the customers' goods, the foremen, acting under the direction of defendant **ANAT BEN-ZION** and other **SOUTHEASTERN** employees, demanded that customers pay any outstanding balance before they would unload the customers' goods.

11. Defendant **ANAT BEN-ZION** and other **SOUTHEASTERN** 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 November 13, 2001, a woman using the name "Michelle," calling on behalf of **SOUTHEASTERN**, provided an undercover agent ("UCA") with the Federal Bureau of Investigation ("FBI") a written estimate of $1,494 to move the UCA's goods from Florida to Louisiana.

2. On or about November 16, 2001, defendant **ROEE BUGATTI** supervised the loading of the UCA's goods, after which defendant **ROEE BUGATTI** inflated the price of the move to $2,884.50.

Victim 2: M.K.

3. On or about July 3, 2001, defendant **WALTER KEENER**, using the name "Bill Weiss," examined M.K.'s goods and then provided a written estimate of $7,002 to move the goods from Florida to Pennsylvania.

4. On or about July 3, 2001, defendant **WALTER KEENER**, in Florida, caused the estimate to be sent to M.K. in Pennsylvania by facsimile.

5. On or about July 27, 2001, defendant **ROEE BUGATTI** supervised the loading of

M.K.'s goods, during which time defendant **ROEE BUGATTI** inflated the price of M.K.'s move to $12,009.

6. On or about July 27, 2001, defendant **ANAT BEN-ZION** told M.K. by telephone that she had to pay the inflated price and threatened to keep M.K.'s goods if M.K. complained to authorities about **SOUTHEASTERN**.

7. On or about August 1, 2001, defendant **ANAT BEN-ZION** told M.K. by telephone that she had to pay the inflated price or her goods would not be unloaded.

Victim 3: D.B.

8. On or about July 23, 2001, defendant **WALTER KEENER**, using the name "Bill Weiss," examined D.B.'s goods and then provided D.B. with a written estimate of $3,203 to move her goods from Florida to Ohio.

9. On or about August 15, 2001, a **SOUTHEASTERN** crew loaded D.B.'s goods, after which a **SOUTHEASTERN** foreman inflated the price of the move by an additional $2,742.50.

10. On or about September 1, 2001, defendant **ANAT BEN-ZION** threatened D.B. by telephone that **SOUTHEASTERN** would keep her goods.

Victim 4: E.Q.

11. On or about December 10, 2001, defendant **LIOR BAR** examined E.Q.'s goods and then provided E.Q. with a written estimate of $3,660 to move her goods from Florida to California.

12. On or about December 19, 2001, defendant **ROEE BUGATTI** supervised the loading of E.Q.'s goods, after which defendant **ROEE BUGATTI** inflated the price of the move by an additional $2,626.

13. On or about December 25, 2001, E.Q. mailed **SOUTHEASTERN** a personal check in the amount of $2,000 via the United States Postal Service as a partial payment for E.Q.'s move.

Victim 5: P.H.

14. On or about September 12, 2001, defendant **WALTER KEENER**, using the name "Bill Weiss," examined P.H.'s goods and then provided P.H. with a written estimate of $1,579 to move his goods from Florida to Texas.

15. On or about September 26, 2001, defendant **ROEE BUGATTI**, using the name "Roy," supervised the loading of P.H.'s goods, after which defendant **ROEE BUGATTI** inflated the price of the move by an additional $1,932.

Victim 6: F.D.

16. On or about January 6, 2001, defendant **WALTER KEENER**, using the name "Bill Weiss," examined F.D.'s goods and then provided F.D. with a written estimate of $2,899 to move his goods from Florida to Utah.

17. On or about January 6, 2001, defendant **WALTER KEENER** informed F.D. that a deposit was required, and charged $1,400 to F.D.'s American Express card as the deposit.

18. On or about January 8, 2001, defendants **ROEE BUGATTI** and **LIOR BAR** loaded F.D.'s goods in Florida.

19. On or about January 15, 2001, defendant **ANAT BEN-ZION** telephoned F.D. in Utah and informed him he had to pay a balance of $2,899 to receive his goods or they would be sold at auction.

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

COUNTS 2 - 6
(Wire Fraud: 18 U.S.C. §§ 1343 and 2)

1. Paragraphs 1 through 5 of the General Allegations section and paragraphs 4 through 11 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 **SOUTHEASTERN** by offering them low

moving estimates, subsequently inflating the price of the move, and thereafter withholding delivery of their goods until they paid the inflated price to **SOUTHEASTERN**.

USE OF THE WIRES

3. On or about the dates set forth below, at North 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	01/15/01	**ANAT BEN-ZION**	Telephone call from **ANAT BEN-ZION** in Florida to F.D. in Utah regarding payment of the inflated price
3	07/03/01	**ANAT BEN-ZION and WALTER KEENER**	Facsimile from Florida to M.K. in Pennsylvania conveying an estimate
4	07/27/01	**ANAT BEN-ZION**	Telephone call from M.K. in Pennsylvania to **ANAT BEN-ZION** in Florida regarding the inflated price
5	08/01/01	**ANAT BEN-ZION**	Telephone call from M.K. in Pennsylvania to **ANAT BEN-ZION** in Florida regarding delivery of her goods
6	09/01/01	**ANAT BEN-ZION**	Telephone call from D.B. in Ohio to **ANAT BEN-ZION** in Florida regarding delivery of her goods

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

COUNTS 7 - 10
(Extortion: 18 U.S.C. §§ 1951 and 2)

1. Paragraphs 1 through 5 of the General Allegations section and paragraphs 4 through 11 of Count 1 are realleged and incorporated as though fully set forth herein.

2. On or ates set forth below, at North Miami, Miami-Dade County, in the Southern District of l elsewhere, the defendants, listed below as to each count, did unlawfully obstruct, d ect, and attempt to obstruct, delay and affect interstate commerce by means of extortion to receive money for moving services from customers, with their consent induced by th use of fear of economic harm, in that defendants threatened to withhold delivery of cu oods unless they paid the money that **SOUTHEASTERN** claimed it was owed.

COUNT	DATES	DEFENDANT(S)	VICTIM
7	07/03/01- 08/06/01	**ANAT BEN-ZION, ROEE BUGATTI**	M.K.
8	07/23/01 - 09/13/01	**ANAT BEN-ZION**	D.B.
9	12/10/01- 01/14/02	**ANAT BEN-ZION, ROEE BUGATTI**	E.Q.
10	01/06/01 - 01/17/01	**ANAT BEN-ZION**	F.D.

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

COUNTS 11 - 14
(Making a False Bill of Lading: 49 U.S.C. § 80116 and 18 U.S.C. § 2)

1. Paragraphs 1 through 5 of the General Allegations section and paragraphs 4 through 11 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, Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

ANAT BEN-ZION and
ROEE BUGATTI,
a/k/a "Roy,"

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 inflated the price of the customers' moves as reflected on the bills of lading:

COUNT	DATE	VICTIM
11	08/06/01	M.K.
12	09/26/01	P.H.
13	11/16/01	Undercover Agent
14	12/19/01	E.Q.

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

FORFEITURE

1. The allegations of Counts 2 through 10 of this Indictment are realleged and incorporated by reference for the purpose of alleging forfeitures 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, Section 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, 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).

3. If any of the property or proceeds subject to forfeiture pursuant to any violation of Title 18, United States Code, Sections 1343 and 1951, 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 party;

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 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.

A TRUE BILL

FOREPERSON

MARCOS DANIEL JIMENEZ
UNITED STATES ATTORNEY

STEPHEN S. STALLINGS
ASSISTANT UNITED STATES ATTORNEY