

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Criminal Case No. 12-cr-00012-PAB

UNITED STATES OF AMERICA,

Plaintiff,

v.

1. YARON "RONI" LEVIN

2. LIAT "LEE" LEVIN

3. FRANCISCO GUEVARA

4. JOHN ALLEN DARBY

5. GOLDEN HAND MOVING LLC, MOVERS USA LLC

Defendants.

INDICTMENT

Title 18, United States Code, Section 1349 - Conspiracy to
Commit Wire Fraud

Title 18, United States Code, Sections 1343 and 2 - Wire
Fraud, Aiding and Abetting

Title 18, United States Code, Sections 1951 and 2 -
Extortion, Aiding and Abetting

Title 49, United States Code, Section 80116 - Falsely Making
a Bill of Lading, Aiding and Abetting

Title 18, United States Code, Section 659 - Theft from
Interstate Shipment

operations of MOVERS USA.

owner and CEO, defendant YARON LEVIN ran the day-to-day co-owner and chief executive officer of MOVERS USA. As co-

4. Defendant YARON LEVIN, a/k/a "Ron LEVIN", was a

public.

interstate transportation of goods for members of the offices located in Pompano Beach, Florida, engaged in the

3. NEIGHBORS VAN LINES was a moving company with

public.

interstate transportation of goods for members of the offices located in Delray Beach, Florida, engaged in the

2. WORLDWIDE VAN LINES was a moving company with

("goods") for members of the public.

engaged in the interstate transportation of household goods moving company with offices located in Denver, Colorado,

A GOLDEN HAND MOVING LLC and GOLDEN HAND MOVING LLC, was a

1. Defendant MOVERS USA LLC, also known as ("a/k/a")

At all times relevant to this indictment:

The Grand Jury charges that:

INTRODUCTION

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5. Defendant LIAT LEVIN, a/k/a "Lee LEVIN", "Lee LEVI", "Lee CHIMNY", "Lee LEV", "Lee HEMLINE", and "Lee HAMLIN" was a co-owner and office manager of MOVERS USA. As office manager, defendant LIAT LEVIN assisted in running the day-to-day operations of MOVERS USA.

6. Defendant FRANCISCO GUEVARA was a driver and foreman for MOVERS USA/GOLDEN HAND. As a driver and foreman, defendant GUEVARA participated in the loading of customers' goods and interacted directly with customers.

7. Defendant JOHN ALLEN DARBY was a driver and foreman for MOVERS USA. As a driver and foreman, defendant DARBY participated in the loading of customers' goods and interacted directly with customers.

8. The Federal Motor Carrier Safety Administration ("FMCSA") is a regulatory agency within the United States Department of Transportation ("US-DOT") with responsibility for consumer protection and safety regulation within the interstate moving industry. The FMCSA can impose civil penalties under Title 49 of the Code of Federal Regulations ("49 CFR") and under Title 49 of the United States Code ("49 USC").

goods through agreements with various household goods
 arrange for transportation of the customer's household
 customer, contact carriers on the customer's behalf, and
 to the public. Brokers provide information to the
 between the customer and moving companies offering services
 facilitate a customer's move by serving as a middleman
 10. It is the purpose of a household goods broker to

paragraph 24.

the shipper and the carrier, as further described in
 contains the terms and conditions of the contract between
 "bill of lading" is used to describe the document that
 being provided from the broker to the carrier. The term
 sell "leads," a term used to describe shipper information
 information and provides it to carriers. Brokers often
 to describe the agent or middleman who gathers shipper
 transports the shipper's goods. The term "broker" is used
 "carrier" is used to describe the moving company that
 customer and owner of the shipment or goods. The term
 articles to be moved. The term "shipper" means the
 the household furnishings, personal property, and other
 9. As used in this indictment, the term "goods" means

the move, unless the shipper waives this requirement in site survey of the goods in order to estimate the cost of the law requires that the broker or carrier conduct an on-

(50) mile radius of the location of the household goods, 13. If the broker or carrier is located within a fifty estimated cost. (49 CFR 375.407)

goods upon receipt of 110% of the broker's original must relinquish possession of the customer's household accepts a non-binding estimate from the broker, the carrier contract including the estimated cost. If the carrier broker, the carrier must comply with all parts of the

12. If a carrier has a written agreement with a the broker and the carrier. (49 CFR 375.409)

household goods unless there is a written agreement between with an estimate of charges for the transportation of their 11. Household goods brokers cannot provide a customer

a carrier. transportation of the customer's goods will be provided by

they are brokers and not carriers and that the actual their advertising and communication with customers that

movers. Household goods brokers must state clearly in

17. FMCSA regulations allow parts of the customer's (49 CFR 375.401) to determine the weight of the shipper's goods. (49 CFR 375.401) its weighed while empty and then weighed again after loading until after it has been loaded. Typically, the moving van the shipment. The actual weight of the shipment is unknown to set the final cost of the move based upon the weight of shipper (customer) and the carrier (moving company) agree 16. Under the terms of a non-binding estimate, the (49 CFR 375.401) indicate whether the estimate is binding or non-binding. 15. Estimates must be in writing and must clearly (49 CFR 375.401) telephone, estimates must be reasonably accurate. (49 CFR 375.401) law requires that, whether completed in person or by call between the broker or carrier and the customer. The customer-provided information, typically from a telephone the broker or carrier may provide the estimate based upon (50) mile radius of the location of the household goods, 14. If the broker or carrier is located beyond a fifty (49 CFR 375.401) writing.

contract to be left blank until the carrier can determine the weight of the shipment or the total amount and cost of packing material or services used under a non-binding contract. All other parts of the contract, however, must be agreed upon in writing prior to any work being done. (49 CFR 375.501 and 49 CFR 375.505)

18. Customers are entitled to be present when the truck weight is measured. Carriers are required to provide copies of the weight verification documents ("weight tickets") to the customer for the empty moving truck and the loaded moving truck to verify the total weight of the household goods, if the customer so requests. These weight receipts must be attached to the bill of lading. The carrier, and customer's name or reference number. (49 CFR 375.507 and 49 CFR 375.521)

19. Under the terms of a non-binding estimate, whether issued by a broker or by a carrier, the carrier must deliver the shipment upon receipt of 110% of the estimated cost. (49 CFR 375.707)

20. Under the terms of a binding agreement, the

23. Once the customer's household goods have been

shipping order before loading the shipment.

the customer to mutually agree to any amendment to the

375.403(a) (6) require both the household goods mover and

of Federal regulations §§ 375.501(f), 375.401(h), and

agreement into a binding agreement. Title 49 of the Code

22. FMCSA regulations prohibit changing a non-binding

375.409)

new estimate. (49 CFR 375.403, 49 CFR 375.405, and 49 CFR

attach any previous estimate or contract documents to this

a new written non-binding estimate to the customer and

original estimate was non-binding, the carrier must provide

with the customer's full consent and knowledge. If the

negotiation must be done prior to any work being done and

significantly exceeds the original estimate. This

site inspection, the weight of the actual shipment

customer if the carrier believes that, upon doing an on-

21. Carriers may re-negotiate the contract with the

prior to the start of any work. (49 CFR 375.403)

both agree in writing to a fixed charge for all services

shipper (customer) and the carrier (moving company) must

loaded and the shipment is ready for transportation, the carrier must provide the customer with an itemized inventory and a bill of lading, including all of its attachments. (49 CFR 375.505)

24. The bill of lading must contain the terms and

conditions of the contract. The carrier must furnish a partially complete copy of the bill of lading to the

shipper before the vehicle leaves the residence at origin. The partially complete bill of lading must contain all

relevant shipment information, except the actual shipment weight and any other information necessary to determine the

final charges for all services performed. When completed, the bill of lading must contain:

a. The name, address, and telephone number of the carrier providing transportation of the household

goods;

b. The name and address of any other carriers, if known, participating in the transportation of the household

goods;

c. The name, address, and telephone number of the carrier's office (or the office of the carrier's

agent) where the individual shipper can contact the carrier in relation to the transportation of the shipment.

d. The form of payment that will be honored at delivery;

e. The agreed date or period of time for pickup and delivery;

f. The actual date of pickup;

g. The company or carrier identification number of the vehicle(s) used to transport the household goods;

h. The terms and conditions for payment of the total charges including notice of any minimum charges;

i. The maximum amount the carrier will demand at the time of delivery;

j. A statement of the declared value of the shipment including the maximum amount of liability if the shipment is damaged, destroyed, or otherwise not delivered;

k. Evidence of insurance sold to or procured for the customer from an independent insurer including the amount of premium for such insurance; and, if not

obtain money and property by means of false and fraudulent

defendants to devise and intend to devise a scheme to

14. It was the object of the conspiracy for the

OBJECT OF THE CONSPIRACY

U.S.C. § 1343.

the United States, that is: wire fraud, in violation of 18

Grand Jury, to commit acts and offenses against the laws of

with each other, and with persons known and unknown to the

knowingly and willfully combined, conspired, and agreed

LEVIN, LIAT LEVIN, FRANCISCO GUEVARA, and JOHN ALLEN DARBY

District of Colorado and elsewhere, the defendants YARON

through approximately November 2011, in the State and

13. From in or around November 2007 and continuing

realleged and incorporated as though fully set forth herein.

Paragraphs 1 through 24 of the Introduction section are

COUNT 1 - Conspiracy to Commit Wire Fraud

order for service, and an itemized inventory.

1. A copy of the binding or non-binding estimate, the

provided elsewhere to the customer,

execution of the scheme, defendants YARON LEVIN and LIAT

17. As part of the scheme and in furtherance of the

MOVERS USA/GOLDEN HAND.

businesspeople offering interstate moving services through

LEVIN represented themselves to the public as reputable

execution of the scheme, defendants YARON LEVIN and LIAT

16. As part of the scheme and in furtherance of the

company.

represented itself to the public as a reputable moving

execution of the scheme, defendant MOVERS USA/GOLDEN HAND

15. As part of the scheme and in furtherance of the

MANNER AND MEANS OF THE CONSPIRACY

claimed it was owed.

customers paid the inflated price MOVERS USA/GOLDEN HAND

withholding delivery of their household goods until the

HAND transport of the customers' goods, and thereafter

fraudulently inflating the price of the MOVERS USA/GOLDEN

taking possession of customers' personal property, and then

by offering customers extremely low moving estimates,

customers into doing business with MOVERS USA/GOLDEN HAND

pretenses, representations, and promises by luring

LEVIN, along with others known and unknown, provided execution of the scheme, defendants YARON LEVIN and LIAT 19. As part of the scheme and in furtherance of the

providing transportation of the customers' household goods. themselves to customers as carriers that would actually be NEIGHBORS VAN LINES, and R&C RELOCATION identified practices to customers. Instead, WORLDWIDE VAN LINES, brokers, they did not disclose their true business services. While these companies actually served as Internet websites offering discounted rates for moving and unknown to the Grand Jury, posted advertisements on NEIGHBORS VAN LINES, and R&C RELOCATION and others known execution of the scheme, employees of WORLDWIDE VAN LINES, 18. As part of the scheme and in furtherance of the

customers. Better Business Bureau as a measure designed to mislead falsely included the term "Member BBB" and the logo of the name of "MOVERS USA". These documents and papers also other documents and publications embossed with the logo and LEVIN created business cards, business stationery, and

usually be provided as a "non-binding" estimate. an estimated cost for the shipment. This estimate would weight was then multiplied by a cost per pound to arrive at approximately seven pounds per cubic foot. This estimated furniture which was then converted to weight at a rate of estimate was based upon the volume (in cubic feet) of the with a written estimate, usually sent via e-mail. This execution of the scheme, customers were generally provided 21. As part of the scheme and in furtherance of the

goods. the move; and scheduled dates for loading of customer collected customer deposits, usually 10-20% of the cost of provided customers with weight and price estimates; herein solicited customers; took customer inventories; NEIGHBORS VAN LINES, and other moving companies named execution of the scheme, employees of WORLDWIDE VAN LINES, 20. As part of the scheme and in furtherance of the

facsimile, and electronic mail ("e-mail"). goods. These estimates were conveyed by telephone, to hire MOVERS USA/GOLDEN HAND to move their household extremely low moving estimates to induce them

customer by purposefully delaying the move in order to
 JOHN ALLEN DARBY used this information against the victim
 defendants YARON LEVIN, LIAT LEVIN, FRANCISCO GUEVARA, and
 scheduled cleaning services, or had utilities turned off,
 scheduled to leave a residence, made travel arrangements,
 determining the exact time and date the victim customer had
 incomplete or misleading information to victims. By
 LEVIN, FRANCISCO GUEVARA, and JOHN ALLEN DARBY provided
 execution of the scheme, defendants YARON LEVIN, LIAT
 23. As part of the scheme and in furtherance of the

"Leads".

would keep the deposit as their payment for these jobs or
 WORLDWIDE VAN LINES, NEIGHBORS VAN LINES, and other brokers
 deposit, the "job" would be sold to MOVERS USA/GOLDEN HAND.
 had obtained the customer's information and collected the
 LINES, NEIGHBORS VAN LINES, or other companies named herein
 execution of the scheme, once employees of WORLDWIDE VAN
 22. As part of the scheme and in furtherance of the

of MOVERS USA/GOLDEN HAND.

USA/GOLDEN HAND via e-mail or facsimile, per instructions
 Information regarding the move was also forwarded to MOVERS

24. As part of the scheme and in furtherance of the execution of the scheme, defendants YARON LEVIN, LIAT LEVIN, FRANCISCO GUEVARA, and JOHN ALLEN DARBY intentionally delayed arrival for several hours or even days, thus forcing their victim customers to either cancel travel plans or, as is most often the case, to have a friend or family member stay behind to meet the movers. In these cases, when a friend or family member was standing in for the customer, YARON LEVIN, LIAT LEVIN, FRANCISCO GUEVARA, and JOHN ALLEN DARBY took advantage of the situation by having the friend or relative unfamiliar with the details of the move "re-negotiate" the original estimate, often for several times the original price. These "re-negotiated" contracts were then used to extract additional monies from victims.

25. As part of the scheme and in furtherance of the execution of the scheme, defendants YARON LEVIN and LIAT

execution of the scheme, defendants YARON LEVIN, FRANCISCO GUEVARA, JOHN ALLEN DARBY, and others known and unknown

27. As part of the scheme and in furtherance of the

goods were loaded.

inflated cost over the original estimate at the time the

replaced it with a binding estimate at a significantly

ignored the customer's original non-binding estimate and

acting under the direction of YARON LEVIN and LIAT LEVIN,

execution of the scheme, MOVERS USA/GOLDEN HAND employees,

26. As part of the scheme and in furtherance of the

actual price of the move prior to loading their goods.

required documents, and failed to inform customers of the

of lading and other documents, intentionally withheld

paperwork, causing them to sign blank or incomplete Bills

rushed customers through the MOVERS USA/GOLDEN HAND

HAND, under the direction of YARON LEVIN and LIAT LEVIN,

DARBY, and other drivers and employees of MOVERS USA/GOLDEN

drivers and employees. FRANCISCO GUEVARA, JOHN ALLEN

defendants FRANCISCO GUEVARA, JOHN ALLEN DARBY, and other

employees assigned to handle the moves, including

LEVIN supervised the MOVERS USA/GOLDEN HAND drivers and

acting under the direction of YARON and LIAT LEVIN, caused customers to sign documents entitled "Revision of Estimate" in order to move their goods. This form, when fully executed and completed, authorized MOVERS USA/GOLDEN HAND to rescind the original estimate and give a new estimate under the guise of "changed circumstances." Although the form, on its face, could have been used for legitimate changes requested by shippers, MOVERS USA/GOLDEN HAND used the document to defraud victim customers who did not request additional services or changes to their moves.

28. As part of the scheme and in furtherance of the execution of the scheme, defendants FRANCISCO GUEVARA and JOHN ALLEN DARBY, acting under the direction of YARON LEVIN, LIAT LEVIN, and others known and unknown, inflated the cost of the move by adding packing materials, long carry fees, stairway fees, or other added costs. FRANCISCO GUEVARA and JOHN ALLEN DARBY personally received 15% of any additional costs they could add to the customer's total cost for the move. Defendant YARON LEVIN inflated the total price of the move by claiming that the customer's goods weighed more than had been quoted.

31. As part of the scheme and in furtherance of the execution of the scheme, defendants YARON LEVIN, FRANCISCO GUEVARA or JOHN ALLEN DARBY, used and re-used photocopies of previously obtained weight tickets as proof of the empty weight of a moving van on or about the following dates:

30. As part of the scheme and in furtherance of the execution of the scheme, by changing the estimate to a binding estimate, YARON LEVIN effectively blocked the FMCSA from investigating consumer complaints against MOVERS USA/GOLDEN HAND and prevented customers from exercising the provisions of the non-binding estimate to have the goods delivered for 110% of the estimated cost.

29. As part of the scheme and in furtherance of the execution of the scheme, the new binding estimate provided by YARON LEVIN had the appearance of having been negotiated prior to loading customers' goods, but it was left blank until YARON LEVIN, FRANCISCO GUEVARA, JOHN ALLEN DARBY, or other MOVER USA/GOLDEN HAND employees could determine the actual weight of the shipment.

Date	Details	Weight Ticket
04/01	Move from Aurora, CO to Worcester, MA	Cat Scale - Ticket Number 74367109, dated 02/07/2011
04/29	Move from Dacono, CO to Newport News, VA	Cat Scale - Ticket Number 74367109, dated 02/07/2011
05/24	Move from Littleton, CO to Deerfield Beach, FL	Cat Scale Ticket Number 74637109 dated 02/07/2011
05/27	Move from Littleton, CO to Brookfield, IL	Cat Scale Ticket Number 74637109 dated 02/07/2011
05/28	Move from Denver, CO to Cohecton, NY	Cat Scale Ticket Number 74637109 dated 02/07/2011
05/31	Move from Kenosha, WI to Haverstown, PA	Cat Scale Ticket Number 74637109 dated 02/07/2011
06/01	Move from Grand Junction, CO to Scranton, PA	Cat Scale Ticket Number 74637109 dated 02/07/2011
06/11	Move from Colorado Springs, CO to Lansing, MI	Diamond Shamrock Ticket Number 38509 dated 06/04/2011
06/19	Move from Denver, CO to Los Angeles, CA	Diamond Shamrock Ticket Number 38509 dated 06/04/2011
07/06	Move from Colorado Springs, CO to Olympia, WA	Diamond Shamrock Ticket Number 38509 dated 06/04/2011
07/08	Move from Englewood, CO to Charlotte, NC	Diamond Shamrock Ticket Number 38509 dated 06/04/2011
07/16	Move from Denver, CO to Marion, IA	Diamond Shamrock Ticket Number 38509 dated 06/04/2011
08/02	Move from Colorado to Virginia	Diamond Shamrock Ticket Number 38509 dated 06/04/2011

USA/GOLDEN HAND employees known and unknown, arranged to FRANCISCO GUEVARA, JOHN ALLEN DARBY, and other MOVERS inflated price, defendants YARON LEVIN, LIAT LEVIN, execution of the scheme, when customers refused to pay the 34. As part of the scheme and in furtherance of the prices.

ignored repeated customer complaints about the inflated LEVIN, LIAT LEVIN, FRANCISCO GUEVARA, and JOHN ALLEN DARBY execution of the scheme, thereafter, defendants YARON 33. As part of the scheme and in furtherance of the would deliver goods.

of the new, inflated price before MOVERS USA/GOLDEN HAND defendants YARON LEVIN and LIAT LEVIN demanded full payment requesting the delivery of their household goods, execution of the scheme, when contacted by customers 32. As part of the scheme and in furtherance of the

Date	Details	Weight Ticket
08/19 /2011	Move from Littleton, CO to Springville, UT	Diamond Shamrock Ticket Number 38509 dated 06/04/2011
08/22 /2011	Move from Colorado Springs, CO to Paducah, KY	Cat Scale Ticket Number 74637109 dated 02/07/2011

37. As part of the scheme and in furtherance of the execution of the scheme, the extremely low bid price, the drivers rushing customers through paperwork, the increase in price after taking possession of customers' household

damaged or undelivered household goods.
LEVIN refused to adequately compensate customers for any execution of the scheme, defendants YARON LEVIN and LIAT 36. As part of the scheme and in furtherance of the

to, the customers' household goods.
balance before they would unload, or even provide access and LIAT LEVIN, demanded that customers pay any outstanding drivers and employees representing MOVERS USA/GOLDEN HAND and acting under the direction of defendants YARON LEVIN goods, FRANCISCO GUEVARA, JOHN ALLEN DARBY, and other execution of the scheme, when delivering customer household 35. As part of the scheme and in furtherance of the

household goods.
false information regarding the whereabouts of the warehouse victim customers' household goods and refused to divulge the location of the goods to customers or provided

39. On July 19, 2011, WORLDWIDE VAN LINES, at the

Victim 1 - V.S. (Colorado to Virginia)

and elsewhere:

In furtherance of the conspiracy and to effect its objects, at least one of the conspirators committed at least one of the following acts, in the State and District of Colorado

OVERT ACTS

Department of Transportation, Office of Inspector General.

Federal Bureau of Investigation (FBI) and the U.S.

materially false and misleading statements to agents of the

customer-victim K.C. and defendant JOHN ALLEN DARBY to make

execution of the scheme, defendant YARON LEVIN caused

38. As part of the scheme and in furtherance of the

scope of the conspiracy charged.

act together for their shared mutual benefit within the

that is, the members, in some way or manner, intended to

was interdependence among the members of the conspiracy;

together to extort maximum money from the customers. There

coordinated parts of the conspiracy designed to work

unless the customer paid the increased price, were all

goods, and the refusal to release said household goods,

44. Defendant FRANCISCO GUEVARA caused V.S.'s relative to sign an incomplete Bill of Lading. Defendant FRANCISCO interstate shipment.

and that they were now on their way to Virginia as an led V.S. to believe that the movers had picked up her goods

43. LIAT LEVIN placed a telephone call to V.S. which

V.S. would be unavailable.

42. YARON LEVIN arranged a pick up date knowing that

up the goods until mid-day on August 2, 2011. intentionally delayed arrival of the moving truck to pick

knowledge that she held airline tickets for August 2, 2011, WORLDWIDE VAN LINES regarding V.S.'s travel plans and, with

41. YARON LEVIN, acting upon information gathered by

movers" and not MOVERS USA or WORLDWIDE VAN LINES.

telephone call, LIAT LEVIN identified herself only as "the to advise V.S. that the truck would be late. During this

telephone call to V.S. on the afternoon of August 1, 2011, 40. LIAT LEVIN, in furtherance of the scheme, placed a

and LIAT LEVIN at MOVERS USA.

containing information regarding V.S.'s contract to YARON

direction of MOVERS USA, sent a facsimile message

GUEVARA did not provide a copy of the bill of lading, order for service, or inventory to V.S. or to her relative when the goods were picked up.

45. Defendant FRANCISCO GUEVARA, acting upon instructions given by YARON and LIAT LEVIN, caused V.S.'s relative to sign additional incomplete shipping documents. One of the documents the relative was directed to sign was entitled "Revised Written Estimate".

46. Defendant FRANCISCO GUEVARA used a falsified weight ticket as proof of the empty weight of the moving van used to carry V.S.'s household goods. This falsified weight ticket was used to calculate the weight of the shipment and the overall cost of the move. The falsified weight was incorporated into the final bill of lading.

47. On or about August, 3, 2011, YARON LEVIN telephoned V.S. to inform her that her original non-binding contract with WORLDWIDE VAN LINES for a move from Colorado to Virginia at a rate of \$3,275.95 was now void because the volume or weight of goods was greater than anticipated.

YARON LEVIN converted the original non-binding agreement into a binding agreement worth \$9,480.42—an increase of

YARON LEVIN refused to release household goods belonging to V.S. and continued to increase overall the cost of the move

51. From August 4, 2011, until November 15, 2011, YARON LEVIN refused to release household goods belonging to V.S. and continued to increase overall the cost of the move

her goods to Virginia herself. have her goods released back to her so that she could move

that she now had to pay approximately \$3,850 in order to approximately three miles from its point of origin), and that he had moved her goods to his warehouse (a distance of

intention of transporting her household goods to Virginia, 50. Defendant YARON LEVIN told V.S. that he had no

of lading for the shipment via electronic mail ("e-mail").

49. Defendant YARON LEVIN sent V.S. a copy of the bill valid and that he had written a new contract.

that her contract with WORLDWIDE VAN LINES was no longer himself and the name of his company. YARON LEVIN told V.S.

telephone call from YARON LEVIN who finally identified 48. On or about August 4, 2011, V.S. received a

his company, or the location of V.S.'s household goods. moving company" and refused to reveal his name, the name of

289%. YARON LEVIN would identify himself only as "the

through compounded storage fees, late payment fees, and other charges.

52. From approximately August 5, 2011, until at least October 28, 2011, defendant YARON LEVIN made repeated threats to cause harm to V.S.'s property; specifically, YARON LEVIN made telephonic threats to V.S. by claiming that he was about to sell the property at auction, if she did not immediately pay the inflated costs.

53. On or about November 16, 2011, defendant YARON LEVIN demanded an additional cash payment of \$4,465 to have V.S.'s household goods released back to her.

Victim 2 - W.B. (Colorado to Kentucky)

54. On August 9, 2011, WORLDWIDE VAN LINES, acting upon instructions from MOVERS USA, sent a facsimile message containing information regarding W.B.'s contract to YARON LEVIN and LIAT LEVIN at MOVERS USA.

55. On August 22, 2011, defendant YARON LEVIN caused W.B. to sign an incomplete bill of lading. Defendant YARON LEVIN inflated the cost of packing material and services by \$441.

60. On or about August 27, 2011, defendant YARON LEVIN

payment to have W.B.'s goods moved to Kentucky.

demanding an additional payment of \$3,600 via electronic

59. On or about August 24, 2011, defendant YARON LEVIN

incorporated into the final bill of lading.

the overall cost of the move. The falsified weight was

ticket was used to calculate the weight of the shipment and

to transport W.B.'s household goods. This falsified weight

ticket as proof of the empty weight of the moving van used

58. Defendant YARON LEVIN used a falsified weight

increase of 360%.

agreement into a binding agreement worth \$5,115.86—an

anticipated. LEVIN converted the original non-binding

because the volume or weight of goods was greater than

from Colorado to Kentucky at a rate of \$1,420 was now void

non-binding contract with WORLDWIDE VAN LINES for a move

57. Defendant YARON LEVIN told W.B. that his original

Written Estimate".

documents W.B. was directed to sign was entitled "Revised

additional incomplete shipping documents. One of the

56. Defendant YARON LEVIN caused W.B. to sign

contract with R&C RELOCATION for a move from Colorado to telephoned R.D. to inform him that his original non-binding

64. On or about October 3, 2010, YARON LEVIN the non-binding agreement into a binding agreement. more items or weight than was first anticipated and changed "Revised Written Estimate", indicating that R.D. was moving of the documents R.D. was directed to sign was entitled R.D. to sign additional incomplete shipping documents. One instructions given by YARON LEVIN and LIAT LEVIN, caused 63. Defendant FRANCISCO GUEVARA, acting upon

packing material and services by \$260.00. Lading. Defendant FRANCISCO GUEVARA inflated the cost of FRANCISCO GUEVARA caused R.D. to sign an incomplete Bill of 62. Just before midnight on October 2, 2010, defendant LEVIN and LIAT LEVIN at GOLDEN HAND.

containing information regarding R.D.'s contract to YARON the direction of GOLDEN HAND, sent a facsimile message 61. On or about August 30, 2010, R&C RELOCATION, at

Victim 3 - R.D. (Colorado to Nevada)

would release W.B.'s goods at delivery. demanded an additional cash payment of \$1,515 before LEVIN

household goods.

goods back for \$4,000, but R.D. has never received his household goods. YARON LEVIN added that R.D. could buy his call from YARON LEVIN advising him that he sold all of his 67. On September 14, 2011, R.D. received a telephone

did not immediately pay the inflated costs. that he was about to sell the property at auction, if he YARON LEVIN made telephonic threats to R.D. by claiming threats to cause harm to R.D.'s property; specifically, September 14, 2011, defendant YARON LEVIN made repeated 66. From approximately October 3, 2010, until at least

other charges. through compounded storage fees, late payment fees, and R.D. and continued to increase overall the cost of the move YARON LEVIN refused to release household goods belonging to 65. From October 3, 2010, until September 14, 2011,

binding agreement worth \$7,646.60—an increase of 570%. LEVIN converted the original non-binding agreement into a or weight of goods was greater than anticipated. YARON Nevada at a rate of \$1,340 was now void because the volume

Victim 4 - K.C. - (California to North Carolina)

68. NEIGHBORS VAN LINES, acting at the direction of

GOLDEN HAND, sent a facsimile message containing

information regarding K.C.'s contract to YARON LEVIN and

LIAI LEVIN at GOLDEN HAND.

69. On or about June 22, 2010, employees of AFFORDABLE

MOVING AND STORAGE, acting under the direction of

defendants YARON LEVIN and LITA LEVIN, contacted K.C. to

request that they pick up his household goods a day early.

70. On or about June 24, 2010, GOLDEN HAND employee

"Simon", acting under the direction of defendants YARON

LEVIN and LIAI LEVIN, contacted K.C. to advise him that he

had to sign a "Revised Written Estimate" in order for

GOLDEN HAND to ship his household goods. K.C. refused to

sign the "Revised Written Estimate." GOLDEN HAND later

produced a copy of the "Revised Written Estimate" with a

signature falsely purported to be that of K.C.

71. On or about July, 23, 2010, YARON LEVIN telephoned

K.C. to inform him that his original non-binding contract

with NEIGHBORS VAN LINES for a move from California to

North Carolina at a rate of \$8,967.50 was now void because

U.S. Postal money order to have his household goods July 31, 2010, K.C. paid defendant YARON LEVIN \$9,214.60 by

75. As a result of YARON LEVIN's demands, on or about agreement.

and changed the non-binding agreement into a binding was moving more items or weight than was first anticipated 74. The "Revised Written Estimate" indicated that K.C.

the "Revision of Estimate" form with K.C.'s signature. household goods, defendant YARON LEVIN produced a copy of 73. On or about July 31, 2010, upon delivery of K.C.'s

and you will have to deal with that." pay me, I will have the driver put your stuff in storage you need to wire it to my bank in New York. If you do not not care what is written there. I only want cash money and the move. To that, defendant YARON LEVIN told K.C., "I do and that he understood that he would have to pay \$7,298 for

reminded YARON LEVIN that his contract was with NEIGHBORS 72. During the July 23, 2010 telephone call, K.C.

binding agreement worth \$9,214.60—an increase of 102%. LEVIN converted the original non-binding agreement into a the volume or weight of goods was greater than anticipated.

now void because the volume or weight of goods was greater a move from Florida to California at a rate of \$7,200 was original non-binding contract with NEIGHBORS VAN LINES for electronic facsimile message to R.B. informing him that his 79. On or about June 29, 2010, YARON LEVIN sent an

the non-binding agreement into a binding agreement. more items or weight than was first anticipated and changed "Revised Written Estimate", indicating that R.B. was moving documents the relative was directed to sign was entitled

additional incomplete shipping documents. One of the 78. Defendant YARON LIAT LEVIN caused R.B. to sign and services by \$11,735.50.

Defendant YARON LEVIN inflated the cost of packing material caused R.B. to sign an incomplete Bill of Lading. 77. On or about June 22, 2010, defendant YARON LEVIN

YARON LEVIN and LIAT LEVIN at GOLDEN HAND. message containing information regarding R.B.'s contract to acting under the direction of GOLDEN HAND, sent a facsimile 76. On or about June 2, 2010, NEIGHBORS VAN LINES,

Victim 5 - R.B. (Florida to California)

unloaded from the GOLDEN HAND truck.

than anticipated. YARON LEVIN converted the original non-binding agreement into a binding agreement worth \$25,301.33—an increase of 351%.

80. In his facsimile message to R.B., defendant YARON LEVIN provided a breakdown of the costs, including a 29% fuel surcharge and \$11,735 for packing and labor.

81. Defendant YARON LEVIN contacted R.B. by telephone demanding immediate payment and indicated that if R.B. did not pay, R.B.'s household goods would be sold at auction.

82. Between July 29, 2010 and August 23, 2010, defendant YARON LEVIN called R.B. by telephone numerous times demanding immediate payment for the move.

83. On or about August 23, 2010, defendant YARON LEVIN arrived unexpectedly at R.B.'s residence. During the conversation, LEVIN told R.B. that he would accept \$8,000 in cash to release his household goods. Upon learning that R.B. did not have the money right away, YARON LEVIN asked R.B. what it was like not having his furniture. In a subsequent telephone call on the following day, defendant YARON LEVIN and an employee of AFFORDABLE MOVING told R.B. that if they were not paid immediately, it would cost

her original non-binding contracts with WORLDWIDE VAN LINES

electronic message ("e-mail") to K.F. to inform her that

87. On or about June 10, 2011, YARON LEVIN sent an

cost of the move to K.F.

YARON LEVIN and LIAT LEVIN refused to disclose the actual

86. Between June 4, 2011 and June 10, 2011, defendants

binding agreements.

anticipated and changed the non-binding agreements into

K.F. was moving more items or weight than was first

were entitled "Revised Written Estimate", indicating that

documents. Two of the documents K.F. was directed to sign

LEVIN, caused K.F. to sign additional incomplete shipping

instructions given by defendants YARON LEVIN and LIAT

85. Defendant FRANCISCO GUEVARA, acting upon

material and services by \$216.00.

Defendant FRANCISCO GUEVARA inflated the cost of packing

caused K.F. to sign two incomplete Bills of Lading.

84. On June 4, 2011, defendant FRANCISCO GUEVARA

Victim 6 - K.F. (Colorado to North Carolina)

\$30,000 and ten years to receive his household goods.

demands made by YARON LEVIN, made a payment of \$1,500 to

91. On or about August 6, 2011, K.D., acting upon

to K.D.

Colorado. YARON LEVIN did not provide a written estimate

LEVIN to move her household goods from Tennessee to

was quoted a cost of \$0.59 per pound by defendant YARON

90. On or about August 6, 2011, Customer Victim "K.D."

Victim 7 - K.D. (Tennessee to Colorado)

demanded \$11,200 to deliver K.F.'s household goods.

89. On or about August 4, 2011, defendant YARON LEVIN

for delivery.

needed to have \$10,500 in cash immediately available to pay

delivering her household goods that night and that she

YARON LEVIN called K.F. to tell her that he would be

88. At about 4:30 P.M. on August 3, 2011, defendant

increase of 267%.

binding agreement into a binding agreement worth \$10,500—an

anticipated. YARON LEVIN converted the original non-

because the volume or weight of goods was greater than

rates of \$1,500 and \$2,420 respectively were now void

for moves from Colorado to Michigan and North Carolina at

additional incomplete shipping documents. One of the

96. Defendant YARON LEVIN caused K.Z. to sign

and services by \$987.00.

Defendant YARON LEVIN inflated the cost of packing material

caused K.Z. to sign an incomplete Bill of Lading.

95. On or about June 27, 2011, defendant YARON LEVIN

MOVERS USA.

regarding K.Z.'s contract to YARON LEVIN and LIAT LEVIN at

electronic message ("e-mail") containing information

acting upon the instructions of MOVERS USA, sent an

94. On or about June 19, 2010, NEIGHBORS VAN LINES,

Victim 8 - K.Z. (Pennsylvania to Nevada)

transportation of K.D.'s household goods.

demanding an additional payment of \$7,424 for the

93. On or about August 16, 2011, defendant YARON LEVIN

packing material and services by \$1,534.

Lading. Defendant JOHN ALLEN DARBY inflated the cost of

and LIAT LEVIN, caused K.D. to sign an incomplete Bill of

acting upon instructions given by defendants YARON LEVIN

92. On August 12, 2011, defendant JOHN ALLEN DARBY,

defendant MOVERS USA.

100. On or about August 6, 2010, defendant FRANCISCO

YARON LEVIN and LIAT LEVIN at MOVERS USA.

message containing information regarding E.P.'s contract to

acting on the direction of MOVERS USA, sent a facsimile

99. On or about August 3, 2010, WORLDWIDE VAN LINES,

Victim 9 - E.P. (Colorado to the District of Columbia)

moved to Nevada.

an additional cash payment of \$4,364 to have K.Z.'s goods

98. On or about January 6, 2011, YARON LEVIN demanded

241%.

into a binding agreement worth \$18,444.92—an increase of

YARON LEVIN converted the original non-binding agreement

volume or weight of goods was greater than anticipated.

Nevada at a rate of \$7,644.78 was now void because the

with NEIGHBORS VAN LINES for a move from Pennsylvania to

K.Z. to inform him that his original non-binding contract

97. On or about June 28, 2010, YARON LEVIN telephoned

non-binding agreement into a binding agreement.

items or weight than was first anticipated and changed the

Written Estimate", indicating that K.Z. was moving more

documents K.Z. was directed to sign was entitled "Revised

Victim 10 - K.K. (Colorado to Utah)

to have E.P.'s goods moved to the District of Columbia. an additional electronic (credit card) payment of \$1,812.30

103. On or about August 20, 2010, YARON LEVIN demanded

\$2,769.80—an increase of 164%.

binding agreement into a binding agreement worth

anticipated. YARON LEVIN converted the original non-

because the volume or weight of goods was greater than

District of Columbia at a rate of \$1,687.89 was now void

with WORLDWIDE VAN LINES for a move from Colorado to the

E.P. to inform him that his original non-binding contract

102. On or about August 9, 2010, YARON LEVIN telephoned

non-binding agreement into a binding agreement.

items or weight than was first anticipated and changed the

Written Estimate", indicating that E.P. was moving more

documents E.P. was directed to sign was entitled "Revised

additional incomplete shipping documents. One of the

101. Defendant FRANCISCO GUEVARA caused E.P. to sign

LEVIN, caused E.P. to sign an incomplete Bill of Lading.

GUEVARA, acting under the direction of YARON LEVIN and LIAT

104. On or about August 19, 2011, defendant FRANCISCO GUEVARA, acting under the direction of defendants YARON LEVIN and LIAT LEVIN, caused K.K. to sign an incomplete bill of lading. Defendant FRANCISCO GUEVARA inflated the cost of packing material and services by \$1,071.

105. Defendant FRANCISCO GUEVARA caused K.K. to sign additional incomplete shipping documents. One of the documents K.K. was directed to sign was entitled "Revised Written Estimate", indicating that K.K. was moving more items or weight than was first anticipated and changed the non-binding agreement into a binding agreement.

106. On or about August 19, 2011, defendant FRANCISCO GUEVARA altered the date on a previously obtained weight ticket and used this falsified weight ticket as proof of the empty weight of the moving van used to carry K.K.'s household goods. This falsified weight ticket was used to calculate the weight of the shipment and the overall cost of the move. The falsified weight was incorporated into the final bill of lading.

107. On or about August 19, 2011, YARON LEVIN demanded an electronic credit card payment of \$2,500.25.

It was the object of the scheme, and in furtherance of said scheme, the defendants intended to unjustly enrich

SCHEME

Paragraphs 1 through 24 of the Introduction and paragraphs 25 through 121 of Count 1 are realleged and incorporated as though fully set forth herein.

COUNTS 2 THROUGH 32 - Wire Fraud; Aiding and Abetting

All in violation of Title 18, United States Code, Section 1349.

109. On or about August 27, 2011, defendant JOHN ALLEN DARBY arrived at K.K.'s new residence to deliver his household goods. JOHN ALLEN DARBY demanded an additional cash payment of \$1,932.45 before he would open the doors of the truck to begin unloading K.K.'s goods.

108. On or about August 22, 2011, YARON LEVIN demanded another \$3,000 electronic credit card payment to have K.K.'s goods moved to Utah.

specifically described below:

sounds, for the purpose of executing such a scheme, as more of wire communications, certain writings, signs, signals and and caused to be transmitted in interstate commerce by means the customer victims, knowingly and willfully transmitted and fraudulent pretenses, representations, and promises to to obtain money and property by means of materially false JOHN ALLEN DARBY, having devised the scheme described above defendants, YARON LEVIN, LIAT LEVIN, FRANCISCO GUEVARA, and in the State and District of Colorado and elsewhere, the On or about the dates listed in the separate counts below,

USE OF THE WIRES

MOVERS USA, as described in paragraphs 1 through 121 above. until the customers paid the fraudulently inflated price to thereafter, withholding delivery of their household goods transportation of the customers' household goods, and, and then increasing the price of the MOVERS USA/GOLDEN HAND estimates, taking possession of customers' household goods MOVERS USA/GOLDEN HAND by offering extremely low moving themselves by luring customers into doing business with

COUNT	FROM	TO	DATE	VICTIM	DESCRIPTION OF THE WIRE COMMUNICATION
2	Woodland Park, CO	Delray Beach, FL	05/17/2010	K.F.	K.F. made an electronic credit card payment of \$1020 to WORLDWIDE VAN LINES via telephone.
3	Delray Beach, FL	Denver, CO	06/23/2010	K.Z.	NEIGHBORS MOVING AND STORAGE sent an e-mail to GOLDEN HAND regarding the details of K.Z.'s move from Pennsylvania to Nevada.
4	Denver, CO	Williamston, NC	08/03/2010	K.F.	Defendant YARON LEVIN called by telephone K.F. to tell her that the cost of her move was now \$10,500.
5	Denver, CO	Omaha, NE	08/20/2010	E.P.	MOVERS USA in Colorado processed an electronic credit card payment of \$1,812.30 through the FirstData processing center in Nebraska.
6	Denver, CO	Omaha, NE	08/26/2010	E.P.	MOVERS USA in Colorado processed an electronic credit card payment of \$776.70 through the FirstData processing center in Nebraska.
7	Denver, CO	Henderson, NV	10/30/2010	R.D.	Defendant YARON LEVIN called R.D. by telephone to tell him that the cost of his move was now \$7,646.60.

COUNT	FROM	TO	DATE	VICTIM	DESCRIPTION OF THE WIRE COMMUNICATION
8	Denver, CO	Omaha, NE	03/26/2011	G.B.	MOVERS USA in Colorado processed an electronic credit card payment of \$300 through the FirstData processing center in Nebraska.
9	Denver, CO	Omaha, NE	04/01/2011	S.E.	MOVERS USA in Colorado processed an electronic credit card payment of \$1,500 through the FirstData processing center in Nebraska.
10	Denver, CO	Omaha, NE	04/10/2011	S.E.	MOVERS USA in Colorado processed an electronic credit card payment of \$6,231.10 through the FirstData processing center in Nebraska.
11	Denver, CO	Omaha, NE	04/14/2011	S.E.	MOVERS USA in Colorado processed an electronic credit card payment of \$212.08 through the FirstData processing center in Nebraska.
12	Denver, CO	Omaha, NE	04/29/2011	P.G.	MOVERS USA in Colorado processed an electronic credit card payment of \$1,200 through the FirstData processing center in Nebraska.

COUNT FROM	TO	DATE	VICTIM	DESCRIPTION OF THE WIRE COMMUNICATION
13	Denver, CO	05/04/2011	P.G.	MOVERS USA in Colorado processed an electronic credit card payment of \$3,169.31 through the FirstData processing center in Nebraska.
14	Denver, CO	05/25/2011	D.P.	MOVERS USA in Colorado processed an electronic credit card payment of \$2,500 through the FirstData processing center in Nebraska.
15	Denver, CO	05/29/2011	G.B.	MOVERS USA in Colorado processed an electronic credit card payment of \$10,931.89 through the FirstData processing center in Nebraska.
16	Denver, CO	06/02/2011	T.K.	MOVERS USA in Colorado processed an electronic credit card payment of \$6,243.86 through the FirstData processing center in Nebraska.
17	Denver, CO	06/10/2011	R.S.	MOVERS USA in Colorado processed an electronic credit card payment of \$235.26 through the FirstData processing center in Nebraska.

COUNT	FROM	TO	DATE	VICTIM	DESCRIPTION OF THE WIRE COMMUNICATION
18	Denver, CO	Omaha, NE	06/14/2011	J.G.	MOVERS USA in Colorado processed an electronic credit card payment of \$1,000 through the FirstData processing center in Nebraska.
19	Denver, CO	Omaha, NE	06/23/2011	J.G.	MOVERS USA in Colorado processed an electronic credit card payment of \$1,645 through the FirstData processing center in Nebraska.
20	Aurora, CO	Delray Beach, FL	07/15/2011	V.S.	V.S. made and electronic payment via telephone of \$775.95 to WORLDWIDE VAN LINES.
21	Denver, CO	Omaha, NE	07/16/2011	C.W.	MOVERS USA in Colorado processed an electronic credit card payment of \$500 through the FirstData processing center in Nebraska.
22	Delray Beach, FL	Denver, CO	07/19/2011	V.S.	WORLDWIDE VAN LINES sent a facsimile via telephone containing details of V.S.'s contract estimate to defendants YARON LEVIN and LIAT LEVIN.
23	Denver, CO	Portsmouth, VA	08/03/2011	V.S.	Defendant YARON LEVIN called V.S. by telephone to tell her that the cost of her move was now \$9,480.42.

COUNT	FROM	TO	DATE	VICTIM	DESCRIPTION OF THE WIRE COMMUNICATION
24	Denver, CO	Portsmouth, VA	08/04/2011	V.S.	Defendant YARON LEVIN sent facsimile copies of a Bill of Lading to V.S. via telephone.
25	Denver, CO	Portsmouth, VA	08/04/2011	V.S.	Defendant YARON LEVIN called V.S. by telephone to tell her that her previous contract was no longer valid and that he had no intention of delivering her goods to Virginia.
26	Denver, CO	Portsmouth, VA	08/07/2011	V.S.	Defendant YARON LEVIN sent an e-mail message outlining the details of "Plan B" to "release" V.S. household goods to her in Denver if she pays MOVERS USA \$4465.
27	Delray Beach, FL	Denver, CO	08/09/2011	W.B.	WORLDWIDE VAN LINES sent a facsimile via telephone containing details of V.S.'s contract to defendants YARON LEVIN and LIAT LEVIN.
28	Denver, CO	Omaha, NE	08/19/2011	K.K.	MOVERS USA in Colorado processed an electronic credit card payment of \$3,000 through the FirstData processing center in Nebraska.

Paragraphs 1 through 24 of the Introductory Allegations section and paragraphs 25 through 121 of Count One are realleged and incorporated as though fully set forth herein.

COUNTS 33 through 39 - Extortion, Aiding and Abetting

1343 and 2.

All in violation of Title 18, United States Code, Sections

COUNT	FROM	TO	DATE	VICTIM	DESCRIPTION OF THE WIRE COMMUNICATION
29	Denver, CO	Omaha, NE	08/22/2011	K.K. MOVERS USA in Colorado processed an electronic credit card payment of \$2,500.25 through the FirstData processing center in Nebraska.	
30	Denver, CO	Omaha, NE	08/24/2011	W.B. W.B. paid MOVERS USA \$3,600 by electronic credit card transaction.	
31	Denver, CO	Henderson, NV	09/14/2011	R.D. Defendant YARON LEVIN called R.D. by telephone to advise him that his goods had been sold, but that he could buy them back for \$4,000.	
32	Denver, CO	Portsmouth, VA	09/21/2011	V.S. Defendant YARON LEVIN sent an e-mail message to V.S. demanding payment by 10/21/2011 or MOVERS USA will sell her household goods.	

On or about the dates set forth below, in the State and District of Colorado and elsewhere, the defendants, listed to each count below, knowingly, willfully, and unlawfully obstructed, delayed, and affected, and attempted to obstruct, delay, and affect interstate commerce and the movement of any article in commerce by means of extortion, by demanding and receiving money for moving services from customers, said customers' consent having been induced by the defendants' wrongful use of fear of economic harm, in that, defendants threatened to withhold delivery of customers' household goods unless they paid the money that the defendants falsely claimed they were owed.

Count	Date	Defendant	Details
33	8/23/2010	YARON LEVIN	Defendant threatened to withhold delivery of R.B.'s goods unless he immediately paid the amount MOVERS USA claimed it was owed. Defendant also threatened to increase the overall cost of the move to \$30,000 and add ten years to the delivery date if YARON LEVIN did not receive immediate payment.

Count	Date	Defendan	t Details
34	8/4/2011	YARON LEVIN	Defendant threatened to withhold delivery of V.S.'s goods unless she immediately paid the amount MOVERS USA claimed it was owed.
35	8/29/2011	YARON LEVIN	Defendant, while physically holding W.B. by the throat, withheld delivery of W.B.'s goods until YARON LEVIN received the amount of money MOVERS USA claimed it was owed.
36	10/30/201 0 through 09/14/201	YARON LEVIN	Defendant threatened to withhold delivery of R.D.'s goods until YARON LEVIN received the amount of money GOLDEN HAND/MOVERS USA claimed it was owed.
37	11/18/201	YARON LEVIN	Defendant threatened to withhold delivery of K.C.'s goods unless he participated in a telephone call, provided false information to investigators, and removed internet website content unfavorable to GOLDEN HAND/MOVERS USA.
38	08/03/201	YARON LEVIN	Defendant threatened to withhold delivery of K.F.'s goods until he received the amount of money GOLDEN HAND/MOVERS USA claimed it was owed.
39	08/27/201	JOHN ALLEN DARBY	Defendant threatened to withhold delivery of K.K.'s goods until he received the amount of money GOLDEN HAND/MOVERS USA claimed it was owed.

All in violation of Title 18, United States Code, Sections

1951 and 2.

**Counts 40 through 54 - Falsely Making a Bill of Lading:
Aiding and Abetting**

Paragraphs 1 through 24 of the Introduction section and paragraphs 25 through 121 of Count 1, and the factual

allegation paragraphs contained Counts 2 through 39 are

realleaged and incorporated as though fully set forth herein.

110. On or about the dates set forth below, in the

State and District of Colorado and elsewhere, the

defendants YARON LEVIN, FRANCISCO GUEVARA, and JOHN ALLEN

DARBY knowingly and with intent to defraud customers,

falsely made bills of lading that were blank or incomplete

and/or contained fraudulently inflated prices for the

customers' moves:

Count	Date	Victi m	Details
40	04/01/2011	S.E.	Move from Aurora, CO to Worcester, MA - the calculated weight based upon a false weight ticket
41	04/29/2011	P.G.	Move from Dacono, CO to Newport News, VA - the calculated weight based upon a false weight ticket

Count	Date	Victi m	Details
42	05/24	D.P.	Move from Littleton, CO to Deerfield Beach, FL - the calculated weight based upon a false weight ticket
43	05/27	G.B.	Move from Littleton, CO to Brookfield, IL - the calculated weight based upon a false weight ticket
44	05/28	R.S.	Move from Denver, CO to Cohecton, NY - the calculated weight based upon a false weight ticket
45	05/31	M.B.	Move from Kenosha, WI to Havertown, PA - the calculated weight based upon a false weight ticket
46	06/01	T.K.	Move from Grand Junction, CO to Scranton, PA - the calculated weight based upon a false weight ticket
47	06/11	J.G.	Move from Colorado Springs, CO to Lansing, MI - the calculated weight based upon a false weight ticket
48	06/19	C.M.	Move from Denver, CO to Los Angeles, CA - the calculated weight based upon a false weight ticket
49	07/06	C.L.	Move from Colorado Springs, CO to Olympia, WA - the calculated weight based upon a false weight ticket
50	07/08	A.A.	Move from Englewood, CO to Charlotte, NC - the calculated weight based upon a false weight ticket
51	07/16	C.W.	Move from Denver, CO to Marion, IA - the calculated weight based upon a false weight ticket

On or about the dates set forth below, in the state and District of Colorado and elsewhere, the defendants, YARON LEVIN and LIAT LEVIN from any motortruck, trailer, or other vehicle, or from any storage facility, warehouse, or storage consolidation facility, with intent to convert to their own

Paragraphs 1 through 24 of the Introductory Allegations section and paragraphs 25 through 121 of Count 1, and the factual allegations contained in Counts 2 through 54 are realleged and incorporated as though fully set forth herein.

Count 55 - Theft from Interstate Shipment

All in violation of 49 U.S.C. § 80116 and 18 U.S.C. § 2.

Count	Date	Victi ^m	Details
52	08/02/2011	V.S.	Move from Aurora, CO to Portsmouth, VA - the calculated weight based upon a false weight ticket
53	08/19/2011	K.K.	Move from Littleton, CO to Springville, UT - the calculated weight based upon a false weight ticket
54	08/22/2011	W.B.	Move from Colorado Springs, CO to Paducah, KY - the calculated weight based upon a false weight ticket

use, goods which were part of an interstate shipment of freight, to wit: the defendants YARON LEVIN and LIAT LEVIN knowingly stole, and unlawfully took, carried away, and obtained by fraud and deception a motorized wheelchair, stepladder, a hand cart, a Dell office computer, two suitcases, a cabinet, and a business desk, all with a value exceeding \$1,000.

All in violation of Title 18, United States Code, Sections 659 and 2.

FORFEITURE ALLEGATION (18 U.S.C. § 981(a)(a)(c) and 28 U.S.C. § 2461(c) - Forfeiture of Wire Fraud and Extortion Proceeds)

Paragraphs 1 through 24 of the Introductory Allegations section and paragraphs 25 through 121 of Count 1, and the factual allegations contained in Counts 2 through 55 are realleged and by this reference fully incorporated herein for the purpose of alleging forfeiture pursuant to the provisions of 18 U.S.C. § 981(a)(1)(c) and 28 U.S.C. § 2461(c).

Upon Conviction of any of the offenses alleged in Counts 1

through 41, the defendants, YARON LEVIN, LIAT LEVIN,

FRANCISCO GUEVARA, and JOHN ALLEN DARBY shall forfeit to the

United States all property, real or personal, which

constitutes and is derived from proceeds traceable to said

offenses.

If, as a result of any act or omission of the defendants,

any of said property cannot be located upon the exercise of

due diligence; has been transferred or sold to or deposited

with, a third person; has been placed beyond the

jurisdiction of the Court; has been substantially diminished

in value; or has been commingled with other property which

cannot be divided without difficulty; any and all interest

defendants have in any other property, up to a value of the

property described above, shall be forfeited to the United

States as incorporated by Rule 32.2 of the Federal Rules of

Criminal Procedure.

A TRUE BILL:

Ink signature on file in the Clerk's Office

FOREPERSON

JOHN F. WALSH

United States Attorney

s/ Joseph Mackey

By: JOSEPH MACKEY

Assistant United States Attorney

United States Attorney's Office

1225 Seventeenth Street, Suite 700

Denver, Colorado 80202

Telephone: 303-454-0100

Facsimile: 303-454-0403

E-mail: Joseph.Mackey@usdoj.gov

INFORMATION SHEET

DEFENDANT:

YARON "RONI" LEVIN

YOB:

1969

ADDRESS (CITY/STATE): Denver, Colorado

COMPLAINT FILED? YES NO

IF YES, PROVIDE MAGISTRATE CASE NUMBER: _____

HAS DEFENDANT BEEN ARRESTED ON COMPLAINT? No

OFFENSE:

Count 1:

Title 18, United States Code, Section 1349
Conspiracy to Commit Wire Fraud

Counts 2 through 32:

Title 18, United States Code, Section 1343 and 2
Wire Fraud

Counts 33 through 38:

Title 18, United States Code, Section 1951 and 2
Extortion, Aiding and Abetting

Counts 40 through 54:

Title 49, United States Code, Section 80116
Falsely Making Bill of Lading, Aiding and Abetting

Count 55:

Title 18, United States Code, Section 659
Theft from Interstate Shipment

LOCATION OF OFFENSE (COUNTY/STATE): Denver, Colorado

PENALTY:

Count 1:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5
years supervised release; \$100.00 Special Assessment Fee; and
Restitution.

Counts 2 through 32:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

Counts 33 through 38

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

Counts 40 through 54:

NMT 5 years imprisonment; \$250,000.00 fine, or both; NMT 3 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

Count 55:

NMT 10 years imprisonment; \$250,000.00 fine, or both; NMT 3 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

AGENT:

Joe O'Haver

Special Agent, Department of Transportation

Sarah Anderson

Special Agent, FBI

Joseph Mackey

Assistant United States Attorney

AUTHORIZED BY:

ESTIMATED TIME OF TRIAL:

five days or less over five days other

THE GOVERNMENT

will seek detention in this case will not seek detention in this case

The statutory presumption of detention is not applicable to this defendant.

OCDETF CASE: Yes No

INFORMATION SHEET

DEFENDANT:

LIAT "LEE" LEVIN

YOB:

1974

ADDRESS (CITY/STATE): Glendale, Colorado

COMPLAINT FILED? YES NO

IF YES, PROVIDE MAGISTRATE CASE NUMBER: _____

HAS DEFENDANT BEEN ARRESTED ON COMPLAINT? No

OFFENSE:

Count 1:

Title 18, United States Code, Section 1349
Conspiracy to Commit Wire Fraud

Counts 2 through 32:

Title 18, United States Code, Section 1343 and 2
Wire Fraud

Count 55:

Title 18, United States Code, Section 659
Theft from Interstate Shipment

LOCATION OF OFFENSE (COUNTY/STATE): Denver, Colorado

PENALTY:

Count 1:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5
years supervised release; \$100.00 Special Assessment Fee; and
Restitution.

Counts 2 through 32:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

Count 55:

NMT 10 years imprisonment; \$250,000.00 fine, or both; NMT 3 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

AGENT:

Joe O'Haver

Special Agent, Department of Transportation

Sarah Anderson

Special Agent, FBI

AUTHORIZED BY:

Joseph Mackey

Assistant United States Attorney

ESTIMATED TIME OF TRIAL:

X five days or less _____ over five days _____ other

THE GOVERNMENT

X will seek detention in this case _____ will not seek detention in this case

The statutory presumption of detention is not applicable to this defendant.

OCDETF CASE:

Yes _____ No _____ X

INFORMATION SHEET

DEFENDANT:

FRANCISCO GUEVARA

YOB:

1973

ADDRESS (CITY/STATE): Aurora, Colorado

COMPLAINT FILED? YES NO

IF YES, PROVIDE MAGISTRATE CASE NUMBER: _____

HAS DEFENDANT BEEN ARRESTED ON COMPLAINT? No

OFFENSE:

Count 1:

Title 18, United States Code, Section 1349

Conspiracy to Commit Wire Fraud

Counts 2 through 32:

Title 18, United States Code, Section 1343 and 2

Wire Fraud

Counts 40 through 54:

Title 49, United States Code, Section 80116

Falsely Making Bill of Lading, Aiding and Abetting

LOCATION OF OFFENSE (COUNTY/STATE): Denver, Colorado

PENALTY:

Count 1:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

Counts 2 through 32:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

Counts 40 through 54:

NMT 5 years imprisonment; \$250,000.00 fine, or both; NMT 3 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

AGENT:

Joe O'Haver

Special Agent, Department of Transportation
Sarah Anderson
Special Agent, FBI

AUTHORIZED BY:

Joseph Mackey
Assistant United States Attorney

ESTIMATED TIME OF TRIAL:

X five days or less _____ over five days _____ other _____

THE GOVERNMENT

X will seek detention in this case _____ will **not** seek detention in this case
The statutory presumption of detention is **not** applicable to this defendant.

OCDETF CASE:

_____ Yes X No

INFORMATION SHEET

DEFENDANT:

JOHN ALLEN DARBY

YOB:

1970

ADDRESS (CITY/STATE): Glendale, Colorado

COMPLAINT FILED? YES NO

IF YES, PROVIDE MAGISTRATE CASE NUMBER: _____

HAS DEFENDANT BEEN ARRESTED ON COMPLAINT? No

OFFENSE:

Count 1:

Title 18, United States Code, Section 1349
Conspiracy to Commit Wire Fraud

Counts 2 through 32:

Title 18, United States Code, Section 1343 and 2
Wire Fraud

Count 39:

Title 18, United States Code, Section 1951 and 2
Extortion, Aiding and Abetting

Counts 40 through 54:

Title 49, United States Code, Section 80116
Falsely Making Bill of Lading, Aiding and Abetting

LOCATION OF OFFENSE (COUNTY/STATE): Denver, Colorado

PENALTY:

Count 1:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5
years supervised release; \$100.00 Special Assessment Fee; and
Restitution.

Counts 2 through 32:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

Count 39:

NMT 20 years imprisonment; \$250,000.00 fine, or both; NMT 5 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

Counts 40 through 54:

NMT 5 years imprisonment; \$250,000.00 fine, or both; NMT 3 years supervised release; \$100.00 Special Assessment Fee; and Restitution.

AGENT:

Joe O'Haver
Special Agent, Department of Transportation
Sarah Anderson
Special Agent, FBI

AUTHORIZED BY:

Joseph Mackey
Assistant United States Attorney

ESTIMATED TIME OF TRIAL:

X five days or less
 over five days
 other

THE GOVERNMENT

X will seek detention in this case
 will not seek detention in this case

The statutory presumption of detention is not applicable to this defendant.

OCDETF CASE:

Yes
 X No