

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA</b>	<b>:</b>	<b>CRIMINAL NO. <u>13-</u></b>
<b>v.</b>	<b>:</b>	<b>DATE FILED: <u>October 31, 2013</u></b>
<b>MOHAMMAD HAMDAN, a/k/a "Alex Hamdan,"</b>	<b>:</b>	<b>VIOLATIONS:</b>
<b>MOHAMMAD SABBAR, a/k/a "Ali"</b>	<b>:</b>	<b>18 U.S.C. § 1951 (conspiracy to commit extortion – 1 count);</b>
	<b>:</b>	<b>18 U.S.C. §§ 1951 and 2 (extortion and aiding and abetting - 1 count)</b>

**INDICTMENT**

**COUNT ONE**

**THE GRAND JURY CHARGES THAT:**

At all times material to this indictment:

1. Trusted Moving and Storage, d/b/a "Nationwide Top Movers" ("Trusted"), was a Northern California based moving and storage company that, among other things, transported customers' belongings interstate.
2. C.C. and M.C. were customers of Trusted who contracted with Trusted to have Trusted move their belongings from San Francisco, California to Philadelphia, Pennsylvania.
3. Nonstop Moving and Storage ("Nonstop"), was a North Carolina based moving and storage company that, among other things, transported customers' belongings interstate.
4. Defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," was the owner of Nonstop.
5. Sababah Carrier, Inc. ("Sababah"), was a Pennsylvania based moving and

storage company that, among other things, transported customers' belongings interstate.

6. Defendant MOHAMMAD SABBAR, a/k/a "Ali," was the owner of Sababah.

7. From in or about November 2012, through in or about December 2012, in the Eastern District of Pennsylvania and elsewhere, defendants

**MOHAMMAD HAMDAN,  
a/k/a "Alex Hamdan," and  
MOHAMMAD SABBAR,  
a/k/a "Ali,"**

conspired and agreed, together and with others known and unknown to the grand jury, to knowingly obstruct, delay and affect interstate commerce and the movement of any article in commerce by means of extortion, that is, by demanding money for moving services from C.C., C.C.'s consent having been induced by the defendants' wrongful use of fear of economic harm, in that, the defendants threatened to withhold delivery of C.C.'s and M.C.'s belongings unless C.C. paid money that the defendants unlawfully claimed had to be paid prior to the delivery of C.C.'s and M.C.'s belongings, in violation of Title 18, United States Code, Sections, 1951 and 2.

#### **MANNER AND MEANS**

It was part of the conspiracy that:

8. Defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," entered into an agreement with Trusted whereby he would receive payment directly from customers to whom he made deliveries on Trusted's behalf, which customers had contracted with Trusted and not HAMDAN for delivery of their belongings.

9. Defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," received a list from Trusted of the customers to whom Hamdan was supposed to make deliveries of their

belongings and the amount that each customer was supposed to pay to Hamdan. The list, which was signed by HAMDAN, noted that HAMDAN was supposed to make a delivery to C.C., who was supposed to pay him \$1462.81 at time of delivery.

10. Defendant MOHAMMAD SABBAR, a/k/a "Ali," who was working on behalf of defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," told C.C. that C.C. would not receive delivery of her belongings unless she paid an outstanding debt that was purportedly owed by Trusted to HAMDAN, which purported debt was far in excess of what C.C. owed to anyone for delivery of her belongings.

11. Defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," who had control over both C.C.'s and M.C.'s belongings, had C.C.'s and M.C.'s belongings stored in an unidentified out-of-state facility and would not allow C.C.'s and M.C.'s belongings to be delivered until he received a \$9000 payment from C.C.

### **OVERT ACTS**

In furtherance of the conspiracy and to accomplish its objectives, defendants MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," and MOHAMMAD SABBAR, a/k/a "Ali," committed the following overt acts, among others, in the Eastern District of Pennsylvania and elsewhere:

1. On or about November 8, 2012, defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," and Trusted entered into an agreement in which Hamdan, on behalf of Trusted, would make interstate deliveries of belongings to five of Trusted's customers, including C.C., and receive a specified payment from each customer upon delivery.

2. In or about November 2012, defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," took control of C.C.'s and M.C.'s belongings which he was supposed to deliver to

C.C. in Philadelphia.

3. On or about November 27, 2012, defendant MOHAMMAD SABBAR, a/k/a "Ali," contacted C.C. During their ensuing conversation, SABBAR told C.C. that: 1) he was helping defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan"; 2) Trusted was going bankrupt and could not pay HAMDAN to make deliveries; 3) he and HAMDAN had C.C.'s belongings somewhere safe in North Carolina; and 4) C.C. should tell the owner of Trusted to pay approximately \$7500 to HAMDAN.

4. On or about November 27, 2012, defendant MOHAMMAD SABBAR, a/k/a "Ali," told an official from the United States Department of Transportation who had intervened on behalf of C.C., that C.C.'s belongings were safe but that he would not release them until he received payment from Trusted of \$10,000 plus costs.

5. On or about November 30, 2012, in response to numerous text messages sent to him by C.C., defendant MOHAMMAD SABBAR, a/k/a "Ali," contacted C.C. During their ensuing conversation, SABBAR told C.C. that: 1) Trusted owed \$10,000 to defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan"; 2) C.C. should pay to HAMDAN Trusted's entire debt and confirmed that otherwise she would not receive her belongings; and 3) most people do not care about their belongings and they (the belongings) go up for auction.

6. In or about late November/early December 2012, defendant MOHAMMAD SABBAR, a/k/a "Ali," had a telephone conversation with C.C. in which he told C.C. that defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," had rejected a monetary figure proposed by C.C. and that C.C. might be able to negotiate with HAMDAN directly.

7. On or about December 3, 2012, in a text message, defendant MOHAMMAD SABBAR, a/k/a "Ali," told C.C. that defendant MOHAMMAD HAMDAN, a/k/a

"Alex Hamdan," would contact C.C. on December 4, 2012.

8. On or about December 4, 2012, defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," had a telephone conversation with C.C. During their conversation, HAMDAN told C.C. that: 1) Trusted's checks had bounced; and 2) C.C. had to pay Trusted's debt which HAMDAN would discount from \$10,000 to \$9000.

9. On or about December 7, 2012, defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," told C.C. that C.C.'s belongings would be delivered to C.C. after she deposited \$9000 into HAMDAN's bank account.

10. On or about December 11, 2012, defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan" had a telephone conversation with C.C. During their conversation, HAMDAN told C.C.: 1) that he had confirmed with the driver that C.C.'s belongings would be delivered to her on that coming Friday; and 2) if C. C. did not have the full amount of money being sought by HAMDAN, delivery of her belongings would be delayed until full payment was made.

11. On or about December 12, 2012, defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," had a telephone conversation with an undercover federal agent who was posing as C.C.'s boyfriend M.I. During their conversation, HAMDAN told the undercover federal agent that C.C.'s belongings would not be delivered until the purported debt owed by Trusted was paid.

12. On or about December 14, 2012, defendant MOHAMMAD HAMDAN, a/k/a "Alex Hamdan," after confirming that C.C. deposited \$9000 into HAMDAN's bank account, had most of C.C.'s and M. C.'s belongings delivered to C.C. in Philadelphia.

All in violation of Title 18, United States Code, Section 1951.

**COUNT TWO**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs 1 through 6 and 8 through 11, and Overt Acts 1 through 12 in Count One of this indictment, are incorporated here.

2. From in or about November 2012, through in or about December 2012, in the Eastern District of Pennsylvania and elsewhere, defendants

**MOHAMMAD HAMDAN,  
a/k/a "Alex Hamdan," and  
MOHAMMAD SABBAR,  
a/k/a "Ali,"**

knowingly obstructed, delayed and affected interstate commerce in the movement of any article in commerce by means of extortion, and aided and abetted the same, that is, by demanding money for moving services from C.C., C.C.'s consent having been induced by the defendants' wrongful use of fear of economic harm, in that the defendants threatened to withhold delivery of C.C.'s and M.C.'s belongings unless C.C. paid money that the defendants unlawfully claimed had to be paid prior to the delivery of C.C.'s and M.C.'s belongings.

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

**A TRUE BILL:**

**FOREPERSON**

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**ZANE DAVID MEMEGER**  
United States Attorney