
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon. Michael A. Hammer
 :
 v. : Mag. No. 21-10558
 :
 ABDALH ABUAWAD : **CRIMINAL COMPLAINT**
 ABDAL ABUAWAD, and :
 YOUSEF ALMALLAD : **UNDER SEAL**

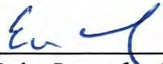
I, Task Force Officer Eric Lynch, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Task Force Officer with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

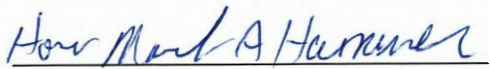
SEE ATTACHMENT B

Continued on the attached page and made a part hereof:



Eric Lynch, Task Force Officer
Federal Bureau of Investigation

Task Force Officer Lynch attested to this Affidavit by telephone pursuant to F.R.C.P. 4.1(b)(2)(A) on December 9, 2021



HONORABLE MICHAEL A. HAMMER
UNITED STATES MAGISTRATE JUDGE

ATTACHMENT A

Conspiracy to Commit Wire Fraud

From as early as in or around April 2021 through in or around December 2021, in the District of New Jersey and elsewhere, the defendants,

ABDALH ABUAWAD,
ABDAL ABUAWAD, and
YOUSEF ALMALLAD,

did knowingly and intentionally conspire and agree with each other and with others known and unknown, to devise a scheme and artifice to defraud, and to obtain money and property from the victims by means of false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, did knowingly and intentionally transmit and cause to be transmitted by means of wire communications in interstate commerce, certain writings, signs, signals, pictures, and sounds, contrary to Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1349.

ATTACHMENT B

I, Eric Lynch, am a Task Force Officer, with the Federal Bureau of Investigation. I have knowledge of the following facts based upon both my investigation and discussions with other law enforcement personnel and others. Because this affidavit is being submitted for the limited purpose of establishing probable cause to support the issuance of a complaint, I have not set forth each and every fact that I know concerning this investigation. Where statements of others are related herein, they are related in substance and part. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

The Conspiracy and the Defendants

1. The object of the conspiracy was for defendants Abdalh Abuawad ("ABDALH"), Abdal Abuawad ("ABDAL"), and Yousef AlMallad ("ALMALLAD") and their co-conspirators to enrich themselves by regularly extorting the customers of their moving companies to pay drastically increased fees for moving services once the customer was in a vulnerable state and unable to refuse their demands.

2. Defendants ABDALH and ABDAL, carried out this conspiracy by creating at least one moving company, Abda Moving LLC, d/b/a 11Even Movers Storage ("11EVEN"). The investigation has revealed that ABDALH and ABDAL, who upon information and belief are related, acted as the President and/or Owner and/or Manager of 11EVEN and that ALMALLAD was a manager and/or employee of 11EVEN.

3. Law enforcement has identified a Certificate of Incorporation listing ABDAL as the registered agent and President of 11EVEN, a New Jersey corporation. Additionally, ABDAL is a party to the lease agreement for a warehouse located in Rockaway, New Jersey, in the District of New Jersey, that based upon the investigation to date 11EVEN utilized as part of its business operations to store business records, including moving contracts, and customers' household goods. The investigation to date also reveals that ABDAL acted as a driver for the Target Companies and delivered victims' household goods.

4. Upon information and belief, ABDALH has represented to customers of 11EVEN that he is the owner of 11EVEN.

5. The investigation has further revealed that ALMALLAD owned and/or operated at least one company, Mallad Trading LLC ("MALLAD TRADING" and, with 11EVEN, the "Target Companies"), which he utilized in furtherance of this conspiracy by subcontracting out customer deliveries on behalf of 11EVEN to MALLAD TRADING.

6. Customers often arranged relocation or moving services through a household goods broker ("Broker") that provided the customer with an estimate of the cost of services. Upon information and belief, the Broker then subcontracted or otherwise assigned the moving services contract to 11EVEN for execution of services. After employees of the Target Companies, including ALMALLAD and ABDAL, loaded the customers' goods onto the Target Companies' moving trucks, employees of the Target Companies would drastically raise the price of the move (often two or three times that of the quoted estimate), and then refuse to deliver the customers' goods until they paid the increased price. The Target Companies consistently, over a number of moves, raised final prices for moves, sometimes quoting double the original estimate.

Moving Fraud Scheme

7. The federal regulations governing moving companies are set forth in 49 C.F.R. § 375. As relevant here, after a customer contacts a moving company ("Carrier") or a Broker, the company provides the customer with either a binding or a non-binding estimate of the moving cost pursuant to a telephonic or visual inventory of the goods to be moved. A non-binding estimate is not binding as the final charges are based upon the actual weight or volume of the shipment, the services provided, and the tariff provisions in effect. However, pursuant to 49 CFR § 375.703(b), the final price may not be increased to more than ten percent above the initial estimate. A binding estimate is based on the quantities and services detailed in the estimate. Pursuant to 49 C.F.R. § 375.403, for binding estimates, the Carrier is required to deliver the household goods, as contracted, upon full payment of the original estimate amount. Any additional costs (based on actual weight) can be billed after the goods have been delivered.

8. Regardless of the type of estimate, however, moving companies are not authorized to revise the estimate after the goods have been loaded on the moving truck and then proceed to move the goods without the customer agreeing to the revised estimate.

9. As part of the conspiracy, 11EVEN issued customers an interstate bill of lading contract that set forth the above-mentioned applicable regulations. That contract reflected a business address located in Rockaway, New Jersey, in the District of New Jersey.

10. During the agreed-upon move date, or sometimes after the agreed-upon move date, employees of the Target Companies would arrive at the victims' residences and begin packing and loading the household goods. At various points in the loading process, and often times after the household goods were completely loaded, representatives of the Target Companies would explain to the victims in person that there were more household goods than previously estimated and, therefore, a significant amount of additional money was due. The Target Companies then demanded that the customer pay at least fifty percent of

this additional amount, which was often in excess of twice the amount of the estimate, at that time and that the remaining amount be paid before the Target Companies would deliver the household goods to the victim, in violation of the restrictions outlined in 49 CFR § 375. The Target Companies also often demanded that the payment be made by the customer in cash.

11. If the victim refused to pay the increased price, representatives of the Target Companies would threaten to keep the victim's household goods in storage, until the total payment was made. Additionally, based upon the investigation to date, after demanding more than the initial estimate, the Target Companies regularly failed to deliver customers' household goods for months at a time and in at least seven instances, did not deliver the customer's goods at all.

12. Frequently, the Target Companies' representatives and the victim would argue until agreeing on a price that was lower than the increased price, yet still much higher than the original estimate.

13. When a victim called to complain about price increases and other issues, including delivery, ABDALH, ALMALLAD or other co-conspirators would generally field the calls. The co-conspirators would often claim to be looking into the customer's complaint but rarely returned any phone calls. Oftentimes, a co-conspirator did not answer a customer's subsequent calls, texts, and/or email communications.

14. On or about October 8, 2021, law enforcement executed a lawfully obtained search warrant of 11EVEN's offices in the vicinity of East Main Street, Rockaway, New Jersey. Documents and information obtained during the search revealed that, between at least December 2020 and September 2021, the Target Companies conducted at least 215 moves, of which at least 66 involved final costs that were above the permissible 10 percent increase of any nonbinding estimates. Based upon a preliminary analysis, law enforcement has determined that these 66 contracts resulted in approximately \$337,973.28 in additional inflated costs. To date, law enforcement has interviewed at least fourteen victims, including but not limited to the following individuals.

Victim-1

15. On or about April 10, 2021, Victim-1 obtained a binding moving estimate from a broker ("Broker-1") that quoted an estimated volume of 692 cubic feet at a total moving estimate of \$4,592.63 for Victim-1's move from Connecticut to Colorado. The estimate was later increased to approximately \$5,000 after Victim-1 provided a revised inventory list to Broker-1.

16. On or about July 28, 2021, 11EVEN arrived and loaded Victim-1's household goods onto a moving truck that appeared to already contain another individual's belongings. A representative of 11EVEN advised Victim-1 in sum

and substance that the total amount of household goods equated to 1500 cubic feet with a corresponding price of approximately \$10,000, nearly double the original estimate amount. Victim-1 and the Target Companies negotiated the upcharge down to 1200 cubic feet at a higher price of approximately \$7,294.

17. From at least September 9 through September 15, 2021, Victim-1 communicated with a cellular telephone number utilized by ABDALH (the "Cellular Telephone-1") on at least six occasions. Notably, during the course of the investigation, ABDALH has utilized Cellular Telephone-1 to communicate with other victims and with law enforcement.

18. Additionally, on or about October 5, 2021, Victim-1 communicated with an individual who identified himself as "Mike" on a cellular telephone number (the "Cellular Telephone-2"). "Mike" advised Victim-1 in sum and substance to pay the outstanding balance in cash on the date of delivery. Law enforcement obtained certain records for Cellular Telephone-2 that reflect ABDAL as the subscriber of Cellular Telephone-2. Additionally, as set forth below, Victim-2 captured ABDAL on video and/or audio confirming that he utilizes the nickname "Mike."

19. Subsequent to these communications between Victim-1 and "Mike" (ABDAL), on or about October 9, 2021, representatives of the Target Companies delivered most of Victim-1's household goods, including several damaged items, to a storage unit identified by Victim-1. At the time of delivery, the driver was captured on audio and/or video recording and law enforcement observed that the driver claimed to be employed by MALLAD TRADING.

Victim-2

20. On or about July 14, 2021, Victim-2 obtained a binding moving estimate from a broker ("Broker-2") that quoted an estimated volume of 396 cubic feet at a total moving estimate of \$3,559.26 for Victim-2's move from Oregon to Pennsylvania. The estimate was later increased by Broker-2 to an estimated volume of 515 cubic feet at a total moving estimate of \$5,682.72.

21. On or about September 22, 2021, 11EVEN arrived and loaded Victim-2's belongings onto a moving truck. 11EVEN then followed an associate of Victim-2 to a secondary location to load an additional item onto the moving truck. At that time, the representative of 11EVEN advised the relative of Victim-2 that the total volume of the household goods exceeded 1,250 cubic feet and provided a corresponding price of \$13,829, more than double the original estimate. The relative ultimately agreed to the higher contract price.

22. From at least October 26, 2021 to November 8, 2021, Victim-2 communicated with ALMALLAD on a cellular telephone number (the "Cellular Telephone-3") on at least seven occasions. For example, on or about October 26, 2021, Victim-2 communicated with Yousef concerning the inflated charge of the

move. Then, on or about November 1, 2021, Victim-2 again communicated with ALMALLAD on Cellular Telephone-3, at which time ALMALLAD demanded \$2,500 of the remaining balance in order to schedule delivery. During at least one of these communications, ALMALLAD advised Victim-2 that Victim-2's household goods were being stored in New Jersey. Law enforcement obtained certain records for Cellular Telephone-3 that reflect ALMALLAD as the subscriber of Cellular Telephone-3.

23. From at least September 21, 2021 to November 21, 2021, Victim-2 also communicated with ABDALH on Cellular Telephone-1 on at least 3 occasions. For example, on or about November 15, 2021, Victim-2 communicated with ABDALH, who was utilizing Cellular Telephone-1, about the delivery of Victim-2's household goods. ABDALH confirmed that \$2,500 in cash was due upon delivery.

24. Subsequent to these communications, on or about November 21, 2021, representatives of the Target Companies delivered most of Victim-2's household goods, including several damaged items. During an audio and/or video recording taken at the time of delivery, the driver identified himself as "Mike" but then later admitted that his name was ABDAL. Additionally, law enforcement officers present at the time of delivery obtained identification from "Mike" that confirmed his identity as ABDAL.

25. At the time of delivery, ABDAL refused to unload the moving truck until Victim-2 paid him \$2,500 in cash. ABDAL claimed to be acting as an independent contractor and attributed any alterations to the original estimate to ALMALLAD. He further admitted in sum and substance that his brother, known to law enforcement as ABDALH, owned 11EVEN but that "we have Mallad Trading."