

FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

OCT - 9 2008

U. S. DISTRICT COURT
E. DISTRICT OF MO.

UNITED STATES OF AMERICA,

Plaintiff,

v.

No:

4: 0 8CR00582 CAS

BASSAM HISHAM HAMED,

a/k/a "Sam,"

a/k/a Bassam Lutfeyyah,

a/k/a Abu Hisham,

a/k/a "Sheikh,"

Counts I, II, VI, VIII, X, XV, XVIII

GHANDI HISHAM HAMED,

a/k/a "Andy,"

a/k/a Ghandi Lutfeyyah,

a/k/a Abu Miriam,

Counts I, III, V, VII, IX, XII, XV, XVIII

AYOUB HISHAM HAMED,

a/k/a "Frank,"

a/k/a Abu Amjad,

Counts I, XII

SAID JARABAA,

a/k/a "Sammy,"

a/k/a Abu Sari,

Counts I, IV, XI, XII, XIV, XVII, XVIII

SUHAIL JARABAA,

a/k/a "Johnny,"

a/k/a Abu Jihad,

Counts I, XIV, XVIII

MOHAMMED BADWAN,

a/k/a "Mark,"

a/k/a Mohammed Zeidan,

a/k/a Abu Suhaib,

Counts I, XII

MAZEN BADWAN,

a/k/a "Mike,"

a/k/a Abu Al-Abed,

Counts I, XII, XVII

ABDELKARIM BADWAN,

Count XII

NAEL ABDELJABBAR,

a/k/a "Frank,"

Counts I, XII, XIII, XVI

MAHMOUD GHANNAM,

a/k/a "Mark,"

Count I

MAHIR MOHAMMAD,

Count XII

NAYEF LUTFEYYAH,

Count XV

RAYQA Z. JARABAA, and

Count XVI

SHAHRAZAD RAMADAN,

Count XVII

Defendants.

INDICTMENT

COUNT I
(RICO CONSPIRACY)

The Grand Jury charges that:

RACKETEERING ENTERPRISE

1. At various times relevant to this Indictment,

**BASSAM HAMED,
GHANDI HAMED,
AYOUB HAMED,
SAID JARABAA,
SUHAIL JARABAA,
MOHAMMAD BADWAN,
MAZEN BADWAN,
NAEL ABDELJABBAR, and
MAHMOUD GHANNAM**

the defendants herein, and others known and unknown, were members and associates of the HAMED ORGANIZATION, a criminal organization where members and associates engaged in illegal activity and which operated principally in the City of St. Louis and St. Louis County, Missouri, in the Eastern District of Missouri.

2. The HAMED ORGANIZATION, including its leadership, membership, and associates, constituted an "enterprise," as defined by Title 18, United States Code, Section 1961(4) (hereafter "the enterprise"), that is, a group of individuals associated in fact. The enterprise constituted an ongoing organization whose members functioned as a continuing unit for a common purpose of achieving the objectives of the enterprise.

3. This enterprise was engaged in, and its activities affected, interstate and foreign commerce.

PURPOSES OF THE ENTERPRISE

4. The purpose of the enterprise included, but was not limited to, raising and collecting money through legal and illegal means to enrich themselves and associates in the United States, and to transfer money to entities in the Palestinian territories.

THE RACKETEERING CONSPIRACY

5. Beginning in or about 2000, and continuing to the present, in the Eastern District of Missouri, and elsewhere, the defendants, being persons employed by and associated with an enterprise that engaged in, and the activities of which affected, interstate and foreign commerce, that is, the enterprise, did knowingly and intentionally conspire and agree with each other to violate Title 18, United States Code, Section 1962(c), that is to conduct and participate, directly and indirectly, in the conduct of the affairs of the enterprise through a pattern of racketeering activity, as that term is defined in Title 18, United States Code, Sections 1961(1) and (5).

6. The pattern of racketeering activity consisted of multiple acts indictable under the following laws of the United States:

- A. Title 18, United States Code, Section 1344 (Bank Fraud)
- B. Title 18, United States Code, Section 2315 (Receipt of Stolen Property)
- C. Title 18, United States Code, Section 1960 (Conducting an Unlicensed Money Transmitting Business)
- D. Title 18, United States Code, Section 2342 (Purchasing, Possessing and Selling Contraband Cigarettes)
- E. Title 31, United States Code, Section 5324 (Evading Reporting Requirements on Exporting Monetary Instruments)
- F. Title 18, United States Code, Section 1343 (Wire Fraud)
- G. Title 18, United States Code, Section 1956 (Transporting Monetary Instruments and Funds to Avoid Reporting Requirements)

7. It was part of the conspiracy that each defendant agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise.

MANNER AND MEANS OF THE CONSPIRACY

8. The manner and means through which the defendants conducted and participated in the affairs of the enterprise, involved the following acts, schemes, and objectives:

- a. The enterprise sought to generate money through legal and illegal means.
- b. The enterprise owned and operated convenience stores in the greater metropolitan area of St. Louis, Missouri, and utilized them to achieve its illegal objectives.
- c. The enterprise utilized the following stores to achieve its objectives:
 1. Regal Food I, a convenience store located at 4201 McRee Avenue, St. Louis, Missouri; owned by Regal Food I, Inc. from 2000 until 2007, and owned by Regal Meat Market, Inc. from 2007 until the present, operated at times by Bassam HAMED, Said JARABAA, Mohammad BADWAN and Mazen BADWAN.
 2. Regal Food II, a convenience store located at 3852 Virginia Avenue, St. Louis, Missouri; owned by Regal Food I, Inc., operated by Ghandi HAMED and Ayoub HAMED.
 3. Ferguson Market, a convenience store located at 9101 West Florissant Avenue, Ferguson, Missouri; owned by Ferguson Supermarket and More, Inc., operated at times by Bassam HAMED, Said JARABAA, and Suhail JARABAA.
 4. Prince Market, a convenience store located at 9826 St. Charles Rock Road, St. Louis, Missouri; owned by Prince Market Liquor and More, Inc., operated at times by Bassam HAMED.

5. St. Louis Supermarket, a grocery store located at 4331 Natural Bridge Avenue, St. Louis, Missouri; owned by St. Louis Supermarket #3, Inc., operated at times by Nael ABDELJABBAR.

d. The enterprise commingled convenience store profits, debts and tax liabilities, cross-leveled inventory (legal and illegal), shared bank accounts, shared payroll and otherwise operated as a single entity in fact, when legally the conveniences stores were separate entities.

e. The enterprise utilized its convenience stores to give employment to its members.

f. The enterprise utilized its convenience stores to promote their unlawful activity by receiving and selling stolen goods to include, infant formula (powder and liquid), computers, Global Positioning System devices, and cigarettes.

g. The enterprise bought the above-listed stolen property at rates significantly below fair market retail value and sold the items through the convenience stores at a large profit.

h. Enterprise members purchased contraband cigarettes and sold them in convenience stores that were owned and operated by members of the enterprise.

i. The enterprise transferred real property and businesses amongst its members as a means to generate cash and/or financial instruments from fraudulently obtained bank loans.

j. Enterprise members obtained the bank loans to effectuate the above-mentioned transfer of property assets by making false statements in loan applications to the banks; such false statements to include citizenship status, total assets, misrepresentations of debt, and misrepresentations of asset ownership.

k. The enterprise utilized a real estate holding company, B&A Realty Inc., (B&A Realty), 940 Zohner Court, Florissant, Missouri, the residence of Bassam HAMED, to purchase

and hold real estate associated with the convenience stores for the enterprise and to effectuate fraudulent bank loans.

l. The enterprise illegally operated roving money service businesses to generate proceeds to achieve the objectives of the enterprise.

m. The enterprise, after generating money through the above-described means, arranged for the remittance of monetary instruments to the Palestinian territories by utilizing human couriers who traveled from the United States to the Palestinian territories carrying cash, jewelry, cashier's checks, endorsed and unendorsed personal and business account checks.

n. The human couriers attempted to carry the monetary instruments overseas secretly and covertly and neither declared nor filed the reports required by law when exporting such monetary instruments.

o. The monetary instruments were delivered to enterprise members and associates in the Palestinian territories where the checks were negotiated.

ROLES IN THE ENTERPRISE

9. The defendants participated in the operation and management of the enterprise.

a. Defendant Bassam HAMED was the chief executive of the enterprise, often referred to as the "Sheikh" as a sign of respect and authority, who directed other members of the enterprise in carrying out unlawful and other activities in furtherance of the conduct of the enterprise's affairs. Defendant Bassam HAMED would also oversee day to day operations of Prince Market and Ferguson Market. Defendant Bassam HAMED co-owned B&A Realty, Inc. with Ghandi HAMED.

Defendant Bassam HAMED primarily directed the operation of the enterprise and made ultimate decisions regarding the enterprise's financial activities. Defendant Bassam HAMED arranged for the transfer of proceeds of the enterprise to the Palestinian territories through human couriers and other means. Defendant Bassam HAMED managed the enterprise through other leaders of the enterprise, particularly defendants Said JARABAA and Ghandi HAMED.

b. Defendant Said JARABAA was a leader of the enterprise who directed other members of the enterprise in carrying out unlawful and other activities in furtherance of the conduct of the enterprise's affairs. Among other things, Defendant Said JARABAA oversaw the day-to-day operations of Ferguson Market and oversaw the purchase and distribution of stolen property, and managed the money service businesses of the enterprise.

c. Defendant Ghandi HAMED, brother of Bassam HAMED, was a leader of the enterprise who directed other members of the enterprise in carrying out unlawful and other activities in furtherance of the conduct of the enterprise's affairs. Among other things, Defendant Ghandi HAMED oversaw the day-to-day operations of Regal Food II, acting as an acquisition agent of stolen property for the enterprise.

d. Defendant MOHAMMED BADWAN, under the direction of the leaders of the enterprise, participated in unlawful and other activities in furtherance of the conduct of the enterprises' affairs. Among other things, Defendant Mohammed BADWAN oversaw the day-to-day operations of Regal Food I, acting as an acquisition agent of stolen property for the enterprise.

e. Defendant Ayoub HAMED, brother of Bassam HAMED and Ghandi HAMED, under the direction of the leaders of the enterprise, participated in unlawful and other activities in

furtherance of the conduct of the enterprises' affairs. Defendant Ayoub HAMED worked at several of the convenience stores as needed. Among other things, Defendant Ayoub HAMED assisted Ghandi HAMED in the acquisition or stolen property for the enterprise.

f. Defendant Nael ABDELJABBAR, brother of Zeyad "Steve" Abdeljabbar, former business partner of Bassam HAMED, operated St. Louis Supermarket, and acted under the direction of Bassam HAMED. Among other things, Defendant Nael ABDELJABBAR acquired contraband cigarettes for the enterprise.

g. Defendant Suhail JARABAA, brother of Said JARABAA, helped to operate Ferguson Market, and acted under the direction of Said JARABAA and Bassam HAMED. Among other things, Defendant Suhail JARABAA assisted Said JARABAA in the acquisition of contraband cigarettes for the enterprise

h. Defendant Mazen BADWAN, brother of Mohammed BADWAN, helped to operate Regal Food I, and acted under the direction of Mohammad BADWAN and Bassam HAMED. Among other things, Defendant Mazen BADWAN assisted Mohammad BADWAN in the acquisition of stolen property for the enterprise.

All of the above in violation of Title 18, United States Code, Section 1962(d).

COUNT II
(BANK FRAUD)

The Grand Jury further charges that:

INTRODUCTION

1. At all times relevant to this Indictment, US Bank National Association, ND (US Bank) was an institution whose deposits were insured by the Federal Deposit Insurance Corporation (FDIC).

2. At all times relevant to this Indictment, Regions Bank was an institution whose deposits were insured by the FDIC.

3. At all times relevant to this Indictment, Bank of America, N.A., (Bank of America) was an institution whose deposits were insured by the FDIC.

4. At all times relevant to this Indictment, Bank of Edwardsville was an institution whose deposits were insured by the FDIC.

THE SCHEME

5. From on or about April 2000, the exact date unknown, until the present, in the Eastern District of Missouri, and elsewhere,

**BASSAM HAMED,
GHANDI HAMED,
SAID JARABAA, and
MAHMOUD GHANNAM**

did willfully and knowingly execute and attempt to execute a scheme and artifice to obtain money by false pretenses and defraud financial institutions including: US Bank, Regions Bank, Bank of America, and Bank of Edwardsville by means of false and fraudulent pretenses, representations and promises, which scheme and artifice is more fully described as follows:

a. It was a part of the scheme and artifice that Bassam HAMED would and did complete and cause to be completed fraudulent loan applications which included financial statements purporting to list accurately and truthfully the assets and liabilities of Bassam HAMED.

b. It was a part of the scheme and artifice that Ghandi HAMED would and did complete and cause to be completed loan applications which included financial statements purporting to list accurately and truthfully the assets and liabilities of Ghandi HAMED.

c. It was a part of the scheme and artifice that Said JARABAA would and did complete and cause to be completed loan applications which included financial statements purporting to list accurately and truthfully the assets and liabilities of Said JARABAA.

d. It was part of the scheme and artifice that Mahmoud GHANNAM caused loan applications to be completed which included false financial statements purporting to list accurately and truthfully the assets and liabilities of Mahmoud GHANNAM.

e. It was further part of said scheme and artifice that Bassam HAMED would and did on various occasions submit and cause to be submitted loan applications with said financial statements to US Bank, Regions Bank, Country Home Mortgage, Inc., and Bank of Edwardsville.

f. It was further part of said scheme and artifice that Ghandi HAMED would and did on various occasions submit and cause to be submitted loan applications with said financial statements to US Bank, Regions Bank, Country Home Mortgage, Inc., and Bank of Edwardsville.

g. It was further part of said scheme and artifice that Said JARABAA would and did on various occasions submit and cause to be submitted loan applications with said financial statements to US Bank, and Bank of America.

h. It was further part of said scheme and artifice that Mahmoud GHANNAM would and did on various occasions caused to be submitted loan applications with said financial statements to Country Home Mortgage, Inc. and other financial institutions.

i. It was further part of said scheme and artifice that Bassam HAMED would and did obtain loans from US Bank, Regions Bank, Country Home Mortgage, Inc., Bank of Edwardsville, which loans were granted in part on the basis of financial statements and other representations submitted by Bassam HAMED.

j. It was further part of said scheme and artifice that Ghandi HAMED would and did obtain loans from US Bank, Regions Bank, Country Home Mortgage, Inc., and Bank of Edwardsville, which loans were granted in part on the basis of financial statements and other representations submitted by Ghandi HAMED.

k. It was further part of said scheme and artifice that Said JARABAA would and did obtain loans from US Bank and Bank of America, which loans were granted in part on the basis of financial statements and other representations submitted by Said JARABAA.

l. It was further part of said scheme and artifice that said financial statements in paragraph i were false and fraudulent in that said financial statements and representations materially overstated the net worth and misrepresented the legal liabilities of Bassam HAMED.

m. It was further part of said scheme and artifice that said financial statements in paragraph j were false and fraudulent in that said financial statements and other representations materially overstated the net worth and misrepresented the legal liabilities of Ghandi HAMED.

n. It was further part of said scheme and artifice that said financial statements in paragraph k and other representations were false and fraudulent in that said financial statements materially overstated the net worth and misrepresented the legal liabilities of Said JARABAA.

o. It was further part of said scheme and artifice that Bassam HAMED, Ghandi HAMED and Said JARABAA, would through the scheme and artifice, obtain progressively larger loan amounts misrepresenting prior loan proceeds as collateral.

p. As a result of said scheme and artifice, US Bank, Regions Bank, Bank of America, Country Home Mortgage, Inc., and Bank of Edwardsville approved loans to Bassam HAMED, Ghandi HAMED and Said JARABAA that they otherwise would not have approved.

q. It was a further part of said scheme and artifice that Bassam HAMED purchased 4 Tamma Lane, St. Louis, Missouri, on April 24, 2000.

r. It was a further part of said scheme and artifice that Bassam HAMED refinanced 4 Tamma Lane, St. Louis, Missouri, on March 15, 2001, with Wells Fargo Home Mortgage.

s. It was a further part of said scheme and artifice that Bassam HAMED obtained on May 1, 2001, a loan of \$153,000 from Country Home Mortgage, Inc. to purchase 6856 Amanda Lynn Lane, Florissant, Missouri.

t. It was further part of said scheme and artifice that Bassam HAMED, as part of the loan application on May 1, 2001, submitted a Real Estate Lease Agreement for 4 Tamma Lane between Bassam HAMED, as Landlord, and Mahmoud GHANNAM and Samia Said, as Tenants, for a term from September 1, 2000 through August 31, 2003, when, in fact, Mahmoud GHANNAM never resided at 4 Tamma Lane during that time period.

u. It was a further part of said scheme and artifice that Bassam HAMED in order to obtain said loan, submitted a loan application by telephone dated April 16, 2001, to Country Home Mortgage, Inc. falsely stating that he was a United States citizen and that he was unmarried.

v. It was a further part of said scheme and artifice that Mahmoud GHANNAM lived at 6856 Amanda Lynn Lane, Florissant, Missouri, after its purchase and not Bassam HAMED, defendant herein, as represented to Country Home Mortgage, Inc.

w. It was a further part of said scheme and artifice that Mahmoud GHANNAM made the monthly mortgage payments of \$1,122.66 for 6856 Amanda Lynn Lane.

x. It was a further part of said scheme and artifice that on June 15, 2001, Ghandi HAMED obtained a loan of \$144,000 from Country Home Mortgage, Inc. in order to purchase 940 Zohner Court, Florissant, Missouri for \$160,000.

y. It was a further part of said scheme and artifice that on June 14, 2001, Ghandi HAMED, in order to obtain said loan, submitted a loan application to Country Home Mortgage, Inc. falsely stating that he was a United States citizen and that 410 Lynn, Hazelwood, Missouri, was his current address.

z. It was a further part of said scheme and artifice that on June 4, 2001, Mahmoud GHANNAM completed and signed a rent verification form submitted on April 26, 2001, to County Home Mortgage, Inc. in order to obtain said loan, falsely stating that Ghandi HAMED paid rent to Mahmoud GHANNAM for living at 410 Lynn from May 27, 2000 until June 4, 2001, at a rate of \$435 per month.

aa. It was a further part of said scheme and artifice that on March 20, 2002, Mohammed Ghannam, brother of Mahmoud GHANNAM, purchased 4 Tamma Lane from Bassam HAMED.

bb. It was a further part of said scheme and artifice that on August 14, 2003, Bassam HAMED obtained a loan of \$150,000 from Atlantic Mortgage Loans, Inc. in order to purchase 940 Zohner Court, Florissant, Missouri, from Ghandi HAMED for \$200,000.

cc. It was a further part of said scheme and artifice that on August 27, 2003, Ghandi HAMED purchased 1548 Urbandale, Florissant, Missouri.

dd. It was further part of said scheme and artifice that on May 11, 2004, Mahmoud GHANNAM and Samia Said purchased 6856 Amanda Lynn Lane, Hazelwood, Missouri from Bassam HAMED.

ee. It was a further part of said scheme and artifice that on February 7, 2005, Bassam HAMED obtained a second mortgage on 940 Zohner Court, Florissant, Missouri, from Truman Bank in the amount of \$41,000.

ff. It was a further part of said scheme and artifice that on February 15, 2005, B&A Realty purchased the property at 9101 West Florissant Ave., St. Louis, Missouri, for \$450,000 after obtaining a loan of \$337,500 from Union Planters Bank for such purpose.

gg. It was a further part of said scheme and artifice that on August 25, 2006, Bassam HAMED obtained a second mortgage on 940 Zohner Court, Florissant, Missouri, in the form of a \$40,000 home equity line of credit from US Bank, paying off the second mortgage mentioned in paragraph ee, on September 1, 2006.

hh. It was a further part of said scheme and artifice that on August 25, 2006, Bassam HAMED in order to obtain said second mortgage, submitted a loan application to US Bank falsely stating that he was unmarried and that he owned 6856 Amanda Lynn Lane, Hazelwood, Missouri.

ii. It was a further part of said scheme and artifice that on September 13, 2006, Said JARABAA obtained a loan in the amount of \$192,000 from Bank of America in order to purchase 1063 Riverwood Place Drive, Florissant, Missouri.

jj. It was a further part of said scheme and artifice that on August 22, 2006, Said JARABAA, in order to obtain said loan, submitted a loan application to Bank of America which falsely listed as a personal asset, \$164,176 in a US Bank Account when he knew then and there that he only had a substantially smaller cash balance in his personal US Bank account.

kk. It was a further part of said scheme and artifice that on October 20, 2006, Ghandi HAMED, obtained a loan in the amount of \$96,000 from US Bank in order to purchase the property at 3852 Virginia Avenue, St. Louis, Missouri , from Bassam HAMED.

ll. It was a further part of said scheme and artifice that on September 9, 2006, Ghandi HAMED in order to obtain said loan, submitted a loan application to US Bank falsely stating that he had \$35,000 in a personal checking account at Commerce Bank, and later falsely asserted that he had paid a \$10,000 down payment to Bassam HAMED.

mm. It was a further part of said scheme and artifice that on September 15, 2006, Bassam HAMED instructed Ghandi HAMED to take \$20,000 from the business of Regal Food II and place it in Ghandi HAMED'S personal account to facilitate approval of said loan in paragraph kk.

nn. It was further part of said scheme and artifice that on September 18, 2006, Ghandi HAMED deposited \$20,000 in cash into his personal Commerce checking account.

oo. It was a further part of said scheme and artifice that on September 18, 2006, Bassam HAMED in support of Ghandi HAMED'S application for a loan from US Bank dated September 9, 2006, submitted a personal financial statement to US Bank, which failed to include as a liability the second mortgage of \$40,000 on 940 Zohner Court, Florissant, Missouri, which was listed as an asset.

pp. It was a further part of said scheme and artifice that on November 21, 2006, Bassam HAMED obtained a loan of \$87,000 as a home equity line of credit from Regions Bank, falsely stating that the loan was for "Personal, Family, Household Purposes or Personal Investment."

qq. It was a further part of said scheme and artifice that on November 3, 2006, Bassam HAMED, in order to obtain said loan, submitted a loan application by telephone to Regions Bank

which he signed on November 21, 2006, failing to include as liabilities the second mortgage of \$40,000 on 940 Zohner Court, Florissant, Missouri, an ongoing back tax dispute with the IRS for \$451,000 and an outstanding Bank of America Credit Card balance of \$20,858.78.

π. It was a further part of said scheme and artifice that on November 28, 2006, Ghandi HAMED obtained a loan of \$50,000 as a home equity line of credit from Regions Bank, falsely stating in the loan application that the loan was for "Personal Expense."

ss. It was a further part of said scheme and artifice that on November 30, 2006, Bassam HAMED and Ghandi HAMED used the proceeds of the home equity loans obtained from Regions Bank as outlined in paragraphs pp and π, and opened a \$100,000 money market account in the name of B&A Realty at the Bank of Edwardsville.

tt. It was a further part of said scheme and artifice that on November 30, 2006, B&A Realty, utilizing the said \$100,000 money market account as collateral, obtained a \$337,500 loan from Bank of Edwardsville to purchase 9826 St. Charles Rock Road, St. Louis, Missouri.

uu. It was a further part of said scheme and artifice that on November 30, 2006, Bassam HAMED signed a loan application on behalf of B&A Realty to Bank of Edwardsville which failed to disclose his ownership interest in Ferguson Market, and did not list liabilities of the \$40,000 second mortgage on 940 Zohner Court, Florissant, Missouri, a \$87,000 loan from Regions Bank, an outstanding Bank of America credit card balance of \$20,858.78 and an ongoing back tax dispute with the IRS.

vv. It was a further part of said scheme and artifice that on November 30, 2006, Ghandi HAMED signed a loan application on behalf of B&A Realty to Bank of Edwardsville which failed to list as a liability a \$50,000 loan from Regions Bank.

ww. It was further part of said scheme and artifice that on November 30, 2006, Bassam HAMED and Ghandi HAMED and their spouses all signed personal guarantees for the loan repayment by B&A Realty to Bank of Edwardsville.

xx. It was a further part of said scheme and artifice that on November 30, 2006, Bassam HAMED and Ghandi HAMED on behalf of B&A Realty, submitted a rental agreement in support of a loan application to Bank of Edwardsville, such rental agreement falsely claiming that Ferguson Market, which paid rent to B&A Realty, was owned by Fedah Said (66%) and Said JARABAA (33%) and failed to disclose that Fedah Said, was Bassam HAMED and Ghandi HAMED'S sister-in-law, being married to their brother Ayoub HAMED. The rental agreement also failed to disclose Bassam HAMED's ownership interest and control of Ferguson Market.

yy. It was a further part of said scheme and artifice that on January 23, 2007, Bassam HAMED and Said JARABAA as co-owners of Ferguson Market obtained a \$20,000 Small Business Administration loan from US Bank.

zz. It was a further part of said scheme and artifice that on January 8, 2007, in order to obtain such loan, Bassam HAMED submitted an "Eligibility Information Checklist" and "Borrower Information Form" which stated Bassam HAMED had liquid assets of under \$100,000 and which falsely stated that Bassam HAMED had not been previously arrested for a criminal offense.

aaa. It was a further part of said scheme and artifice that on January 8, 2007, in order to obtain such loan, Said JARABAA submitted an "Eligibility Information Checklist" and a "Borrower Information Form" which stated that Said JARABAA had liquid assets of under \$100,000 and which falsely stated that Said JARABAA had not been previously arrested and/or charged with a criminal offense.

bbb. It was further part of said scheme and artifice that on August 14, 2007, Said JARABAA in an attempt to purchase the property at 9101 West Florissant Avenue, owned by B&A Realty, submitted a loan application for \$784,000 that falsely claimed Said JARABAA to be the 100% owner of Ferguson Market, and to possess \$660,000 in personal assets, including \$195,000 in personal cash or its equivalent, when he knew his personal assets to be substantially less.

ccc. It was a further part of said scheme and artifice that on October 23, 2007, Bassam HAMED and Ghandi HAMED in an attempt to purchase Ferguson Market from Said JARABAA submitted a loan application on behalf of B&A Realty to US Bank for \$605,000. The application was denied by US Bank for discrepant income levels reported by Bassam HAMED and Ghandi HAMED.

6. On or about August 25, 2006, in the Eastern District of Missouri,

BASSAM HAMED

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice to defraud by submitting a false personal financial statement of assets and liabilities to US Bank, in order to obtain a loan in the amount of \$40,000 for the purpose of satisfying a second mortgage held by Truman Bank on the property at 940 Zohner Court, Florissant, Missouri, wherein defendant Bassam HAMED knew the personal financial statement of assets to be false in that he did not own 6856 Amanda Lynn Drive, Hazelwood, Missouri, as represented in the submitted personal financial statement.

In violation of, and punishable under Title 18, United States Code, Section 1344.

COUNT III
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about September 9, 2006, in the Eastern District of Missouri,

GHANDI HAMED,

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice to defraud by submitting a personal financial statement to US Bank, via facsimile, in order to obtain a loan in the amount of \$96,000 for the purpose of purchasing the property at 3852 Virginia Avenue, St. Louis Missouri, which financial statement stated that Ghandi HAMED possessed \$35,000 in a Commerce checking account whereas Ghandi HAMED well knew that he possessed substantially less.

In violation of, and punishable under, Title 18, United States Code, Section 1344.

COUNT IV
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about September 13, 2006, in the Eastern District of Missouri,

SAID JARABAA

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice to defraud by submitting a false financial statement to Bank of America, in order to obtain a loan in the amount of \$192,375 for the purpose of purchasing the property at 1063 Riverwood Place Drive, Florissant, Missouri, that he had a cash balance of \$164,176 in a personal US Bank account.

In violation of, and punishable under Title 18, United States Code, Section 1344.

COUNT V
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about September 15, 2006, in the Eastern District of Missouri,

GHANDI HAMED

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice during a telephone call with a US Bank representative in which Ghandi HAMED falsely stated he had already given Bassam HAMED \$10,000 as a down payment on a real estate transaction.

In violation of, and punishable under, Title 18, United States Code, Section 1344.

COUNT VI
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about September 18, 2006, in the Eastern District of Missouri,

BASSAM HAMED

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice to defraud by submitting a personal financial statement to US Bank, via facsimile, in order to assist Ghandi HAMED in securing a loan in the amount of \$96,000 for the purpose of purchasing the property at 3852 Virginia Avenue, St. Louis Missouri, which financial statement omitted the second mortgage of \$40,000 with US Bank on 940 Zohner Court, Florissant, Missouri.

In violation of, and punishable under Title 18, United States Code, Section 1344.

COUNT VII
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about November 3, 2006, in the Eastern District of Missouri,

GHANDI HAMED

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice to defraud by submitting a false personal financial statement of assets and liabilities to Regions Bank, in order to obtain a loan in the amount of \$50,000 for the purpose of personal investment purposes, wherein defendant Ghandi HAMED knew his personal financial statement to be false in that he omitted personal credit card debt and he knew the loan proceeds were to be used for his business, B&A Realty.

In violation of, and punishable under Title 18, United States Code, Section 1344.

COUNT VIII
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about December 5, 2006, in the Eastern District of Missouri,

BASSAM HAMED

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice to defraud by submitting a false personal financial statement and loan application to Bank of Edwardsville, which falsely understated his personal financial liabilities and misrepresented his ownership interest in Ferguson Supermarket, in order to obtain a loan in the

amount of \$337,500 for the purpose of purchasing the property at 9826 St. Charles Rock Road, St. Louis, Missouri.

In violation of, and punishable under Title 18, United States Code, Section 1344.

COUNT IX
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about December 5, 2006, in the Eastern District of Missouri,

GHANDI HAMED

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice to defraud by submitting a false personal financial statement and loan application to Bank of Edwardsville, which falsely understated his personal financial liabilities and misrepresented Bassam HAMED'S ownership interest in Ferguson Supermarket, in order to obtain a loan in the amount of \$337,500 for the purpose of purchasing the property at 9826 St. Charles Rock Road, St. Louis, Missouri.

In violation of, and punishable under Title 18, United States Code, Section 1344.

COUNT X
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about January 8, 2007, in the Eastern District of Missouri,

BASSAM HAMED

the defendant herein, knowingly executed and attempted to execute the above-described scheme

and artifice to defraud by making false representations to US Bank, in order to obtain a Small Business Administration loan of \$20,000 for the purpose of working capital for Ferguson Market, that he had never been arrested and was current on all federal, state and local taxes were false.

In violation of, and punishable under Title 18, United States Code, Section 1344.

COUNT XI
(BANK FRAUD)

The Grand Jury further charges that:

1. Paragraphs 1 through 5 of Count II are re-alleged and incorporated herein.
2. On or about January 8, 2007, in the Eastern District of Missouri,

SAID JARABAA

the defendant herein, knowingly executed and attempted to execute the above-described scheme and artifice to defraud by submitting false representations to US Bank, in order to obtain a Small Business Administration loan of \$20,000 for the purpose of working capital for Ferguson Market, that he had never been arrested, charged and tried for arson.

In violation of, and punishable under Title 18, United States Code, Section 1344.

COUNT XII
(CONSPIRACY TO RECEIVE STOLEN GOODS)

The Grand Jury further charges that:

1. From October 2003 until the present, in the Eastern District of Missouri,

**GHANDI HAMED,
AYOUB HAMED,
SAID JARABAA,
MOHAMMAD BADWAN,
MAZEN BADWAN,
ABDELKARIM BADWAN,
NAEL ABDELJABBAR, and
MAHIR MOHAMMAD**

the defendants herein, did unlawfully, knowingly and intentionally conspire, combine, confederate and agree together and with others known and unknown to the Grand Jury, to receive, possess, sell, and dispose of goods valued at \$5,000 or more, knowing and believing the same to be stolen.

In violation of Title 18, United States Code, Sections 2315 and 21.

MANNER AND MEANS

2. The manner and means by which the conspiracy was sought to be accomplished included, among others, the following:

a. It was part of the conspiracy that the defendants purchased goods they believed were stolen at convenience stores managed or worked by enterprise members. Such goods included: baby formula, computers, Global Positioning Systems (G.P.S.) devices, liquor and cigarettes.

b. It was further part of the conspiracy that goods believed to be stolen were resold and distributed to the general public from the stores at which they were purchased.

c. It was further part of the conspiracy that goods believed to be stolen were redistributed from the store of purchase to other stores owned or operated by the defendants for sale to the general public, or to other co-conspirators or individuals known and unknown to the Grand Jury.

OVERT ACTS

3. In furtherance of the conspiracy and to effect the objects thereof, the following overt acts were committed in the Eastern District of Missouri:

a. On or about October 14, 2005, Mohammad BADWAN, defendant herein, purchased from a cooperating source, 5 cases of powder and 5 cases of liquid infant formula for

\$150 at Regal Food I, believing same to be stolen in interstate commerce.

b. On or about October 14, 2005, Abdelkarim BADWAN, defendant herein, assisted Mohammad BADWAN in accepting the delivery of 5 cases of powder and 5 cases of liquid infant formula from a cooperating source at Regal Food I, believing same to be stolen in interstate commerce.

c. On or about October 17, 2005, Ghandi HAMED, defendant herein, purchased from a cooperating source, 11 cases of powder and 10 cases of liquid infant formula for \$340 at Regal Food II, believing same to be stolen in interstate commerce.

d. On or about October 17, 2005, Mazen BADWAN, defendant herein, purchased from a cooperating source, 19 cases of powder and 6 cases of liquid infant formula for \$480 at Regal Food I, believing same to be stolen in interstate commerce.

e. On or about October 17, 2005, Abdelkarim BADWAN, defendant herein, assisted Mazen BADWAN in accepting the delivery of 19 cans of powder and 6 cases of liquid infant formula from a cooperating source at Regal Food I, believing same to be stolen in interstate commerce.

f. On or about October 21, 2005, Ghandi HAMED, defendant herein, purchased from a cooperating source, 19 cases of powder, and 11 cases of liquid infant formula for \$482 at Regal Food II, believing same to be stolen in interstate commerce.

g. On or about October 21, 2005, Mohammad BADWAN, defendant herein, purchased from a cooperating source, 6 cases of powder and 5 cases of liquid infant formula for \$180 at Regal Food I, believing same to be stolen in interstate commerce.

h. On or about October 21, 2005, Abdelkarim BADWAN, defendant herein, assisted Mohammad BADWAN in accepting delivery of 6 cases of powder and 5 cases of liquid infant formula from a cooperating source at Regal Food I, believing same to be stolen in interstate commerce.

i. On or about November 8, 2005, Ghandi HAMED, defendant herein, purchased from a cooperating source, 9 cases of powder and 4 cases of liquid infant formula for \$220 at Regal Food II, believing same to be stolen in interstate commerce.

j. On or about November 8, 2005, Mahir MOHAMMAD, defendant herein, inspected the delivery of 9 cases of powder and 4 cases of liquid infant formula from a cooperating source at Regal Food II, believing same to be stolen in interstate commerce.

k. On or about December 23, 2005, Ayoub HAMED agreed that he or Ghandi HAMED would purchase a laptop computer from an undercover officer for \$300, believing that the computer would be stolen in interstate commerce.

l. On or about December 27, 2005, Ghandi HAMED, defendant herein, purchased from an undercover officer, a Toshiba Satellite Laptop Computer for \$200 at Regal Food II, believing same to be stolen in interstate commerce.

m. On or about January 17, 2006, Ghandi HAMED, defendant herein, purchased from a cooperating source 9 cases of powder and 4 cases of liquid infant formula for \$212 at Regal Food II, believing same to be stolen in interstate commerce.

n. On or about January 17, 2006, Mohammad BADWAN, defendant herein, purchased from a cooperating source, 8 cases of powder and 5 cases of liquid infant formula for \$220 at Regal Food I, believing same to be stolen in interstate commerce.

o. On or about January 31, 2006, Mohammad BADWAN, defendant herein, purchased from a cooperating source, 21 cases of powder and 11 cases of liquid infant formula for \$550 at Regal Food I, believing same to be stolen in interstate commerce.

p. On or about January 31, 2006, Ghandi HAMED, defendant herein, purchased from a cooperating source, 20 cases of powder and 11 cases of liquid infant formula for \$500 at Regal Food II, believing same to be stolen in interstate commerce.

q. On or about February 7, 2006, Mohammad BADWAN and Mazen BADWAN, defendants herein, purchased from a cooperating source, 27 cases of powder and 11 cases of liquid infant formula for \$595 at Regal Food I, believing same to be stolen in interstate commerce.

r. On or about February 7, 2006, Mohammad BADWAN, defendant herein, asked a cooperating source to procure diapers, 10 cases of "regular" infant formula and 10 cases of powdered infant formula, believing same would be stolen in interstate commerce.

s. On or about February 15, 2006, Mohammad BADWAN, defendant herein, purchased from a cooperating source, 29 cases of powder and 8 cases of liquid infant formula for \$675 at Regal Food I, believing same to be stolen in interstate commerce.

t. On or about February 15, 2006, Mohammad BADWAN, defendant herein, asked a cooperating source to procure diapers that Mohammad BADWAN would purchase, believing same would be stolen in interstate commerce.

u. On or about February 17, 2006, Ghandi HAMED, defendant herein, purchased from a cooperating source and an undercover officer, 21 cases of powder infant formula for \$405 at Regal Food II, believing same to be stolen in interstate commerce.

v. On or about February 23, 2006, Mohammad BADWAN, defendant herein, told a cooperating source that he could not purchase infant formula, believing same to be stolen in interstate commerce, until later that day, but that the cooperating source could sell the infant formula to "Andy."

w. On or about February 23, 2006, Abdelkarim BADWAN, defendant herein, inspected a load of infant formula stored in the back of an undercover officer's truck while Mohammad BADWAN, defendant herein, told a cooperating source that he would purchase the infant formula later that day.

x. On or about February 23, 2006, Abdelkarim BADWAN, defendant herein, began to pay a cooperating source for the delivery of infant formula, believing same to be stolen in interstate commerce, before Mohammad BADWAN interrupted and completed the transaction.

y. On or about February 23, 2006, Mohammad BADWAN, defendant herein, purchased from a cooperating source and an undercover officer, 27 cases of powder and 13 cases of liquid infant formula for \$660 at Regal Food I, believing same to be stolen in interstate commerce.

z. On or about February 28, 2006, Ghandi HAMED, defendant herein, purchased from a cooperating source and an undercover officer, 28 cases of powder and 13 cases of liquid infant formula for \$680 at Regal Food II, believing same to be stolen in interstate commerce.

aa. On or about March 1, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, a Toshiba Satellite Laptop Computer for \$300 at Regal Food II, believing same to be stolen in interstate commerce.

bb. On or about March 10, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, 22 cases of liquid infant formula for \$270 at Regal Food II, believing same to be stolen in interstate commerce.

cc. On or about March 10, 2006, Mohammad BADWAN, defendant herein, purchased from a cooperating source, 20 cases of liquid infant formula for \$200 at Regal Food, believing same to be stolen in interstate commerce.

dd. On or about March 23, 2006, Ayoub HAMED asked an undercover officer to procure two or three computers to sell to Ayoub HAMED, believing that the computers would be stolen in interstate commerce.

ee. On or about March 23, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, 37 cases of powder and 15 cases of liquid infant formula for \$700 at Regal Food II, believing same to be stolen in interstate commerce.

ff. On or about March 29, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, a Toshiba Satellite Laptop Computer for \$125 at Regal Food II, believing same to be stolen in interstate commerce.

gg. On or about April 3, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, 22 cases of powder and 6 cases of liquid infant formula for \$370 at Regal Food II, believing same to be stolen in interstate commerce.

hh. On or about April 11, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, 8 cases of powder and 21 cases of liquid infant formula for \$300 at Regal Food II, believing same to be stolen in interstate commerce.

ii. On or about April 19, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, 21 cases of powder and 12 cases of liquid infant formula for \$400 at Regal Food II, believing same to be stolen in interstate commerce.

jj. On or about May 24, 2006, Ayoub HAMED, defendant herein, asked an undercover officer if he could procure two or three computers to sell to Ayoub HAMED, believing that the computers would be stolen in interstate commerce.

kk. On or about May 31, 2006, Ghandi HAMED, defendant herein, met an undercover officer on the parking lot of Dave Mungenast Honda, 5939 South Lindbergh, St. Louis, Missouri, to discuss the purchase price of infant formula, believing same would be stolen in interstate commerce.

ll. On or about June 14, 2006, Mohammad BADWAN, defendant herein, purchased from an undercover officer, 7 cases of powder and 15 cases of liquid infant formula for \$275 at Regal Food I, believing same to be stolen in interstate commerce.

mm. On or about June 29, 2006, Mohammad BADWAN, defendant herein, purchased from an undercover officer, 68 cases of liquid infant formula for \$680 at Regal Food I, believing same to be stolen in interstate commerce.

nn. On or about June 30, 2006, Ghandi HAMED, defendant herein, agreed to purchase, from an undercover officer, 46 cases of infant formula at Regal Food II, believing same to be stolen in interstate commerce.

oo. On or about July 28, 2006, Mohammad BADWAN, defendant herein, purchased from an undercover officer, 24 cases of liquid infant formula for \$288 at Regal Food I, believing same to be stolen in interstate commerce.

pp. On or about August 17, 2006, Ghandi HAMED, defendant herein, agreed to purchase, from an undercover officer, four desktop computers, Garmin Etrox Personal Navigator Global Positioning System (G.P.S.) units, telephones, flat-screen televisions, laptop computers, cameras, and infant formula at Regal Food II, believing same would be stolen in interstate commerce.

qq. On or about August 31, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, 26 cases and 20 cans of powder and 22 cases of liquid infant formula and a G.P.S. for \$650 at Regal Food II, believing same to be stolen in interstate commerce.

rr. On or about September 9, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, a Magellan Roadmate 360 G.P.S. for \$150 at McDonalds, 4420 South Broadway, St. Louis, Missouri, believing same to be stolen in interstate commerce.

ss. On or about September 25, 2006, Said JARABAA, defendant herein, asked Mohammad BADWAN, defendant herein, to supply Ferguson Market with infant formula.

tt. On or about September 26, 2006, Ayoub HAMED, defendant herein, purchased from an undercover officer, 65 cases and 13 cans of powder and one can of liquid infant formula for \$975 at Regal Food II, believing same to be stolen in interstate commerce.

uu. On or about September 26, 2006, Ayoub HAMED, defendant herein, asked an undercover officer if he could obtain stolen computers and/or G.P.S. units which Ayoub HAMED would purchase, believing same to be stolen in interstate commerce.

vv. On or about September 26, 2006, Mohammad BADWAN, defendant herein, purchased from an undercover officer, 36 cases of powder infant formula for \$360 at Regal Food I, believing same to be stolen in interstate commerce.

ww. On or about September 29, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, 70 cases of powder and 8 cases of liquid infant formula for \$840 at Regal Food II, believing same to be stolen in interstate commerce.

xx. On or about November 10, 2006, Said JARABAA, defendant herein, instructed Mohammad BADWAN, defendant herein, to bring 50 cans of infant formula to Ferguson Market.

yy. On or about November 28, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, 20 cases of liquid infant formula, a Compaq Presario Laptop Computer and a Tom-Tom 60 910, G.P.S. for \$590 at Regal Food II, believing same to be stolen in interstate commerce.

zz. On or about December 20, 2006, Ghandi HAMED, defendant herein, purchased from an undercover officer, a Compaq Presario Laptop Computer, a Emachines Desktop Computer and two Garmin Street Pilot, G.P.S.'s. for \$520 at Regal Food II, believing same to be stolen in interstate commerce.

aaa. On or about December 20, 2006, Said JARABAA, defendant herein, received a laptop computer from Ghandi HAMED, believing same to be stolen in interstate commerce.

bbb. On or about January 12, 2007, Ghandi HAMED, defendant herein, purchased from an undercover officer, a purportedly stolen Toshiba laptop computer for \$200 at Regal Food II, believing same to be stolen in interstate commerce.

ccc. On or about January 28, 2007, Ghandi HAMED, defendant herein, purchased from an undercover agent, 8 cases of powder infant formula for \$140 at Regal Food II, believing same to be stolen in interstate commerce.

ddd. On or about January 30, 2007, Ghandi HAMED, defendant herein, purchased from an undercover officer, a Toshiba Satellite laptop computer for \$200 at Regal Food II, believing same to be stolen in interstate commerce.

eee. On or about January 11, 2008, Nael ABDELJABBAR, defendant herein, purchased 1,750 cartons of cigarettes for \$500 at St. Louis Supermarket, believing same to be stolen in interstate commerce.

fff. On or about January 18, 2008, an employee of St. Louis Supermarket sold two packs of cigarettes to an undercover officer, at St. Louis Supermarket which packs were previously bought by Nael ABDELJABBAR, defendant herein, believing them to be stolen in interstate commerce.

ggg. On or about January 18, 2008, Mazen BADWAN, defendant herein, sold a pack of cigarettes to an undercover officer at Regal Food I, which pack was previously bought by Nael ABDELJABBAR, defendant herein, believing them to be stolen in interstate commerce.

hhh. On or about February 15, 2008, an employee of St. Louis Supermarket sold two packs of cigarettes to an undercover officer at St. Louis Supermarket, which packs were previously bought with other cigarettes by Nael ABDELJABBAR, defendant herein, believing them to be stolen in interstate commerce.

iii. On or about February 15, 2008, Mazen BADWAN, defendant herein, sold a pack of cigarettes to an undercover officer at Regal Food I, which pack was previously purchased with other cigarettes by Nael ABDELJABBAR, defendant herein, believing them to be stolen in interstate commerce.

jjj. On or about April 23, 2008, Said JARABAA, defendant herein, purchased 2,400 cartons of cigarillos for \$2,000 at Ferguson Market, believing same to be stolen in interstate commerce.

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

COUNT XIII
(RECEIVING CONTRABAND CIGARETTES)

The Grand Jury further charges that:

On or about January 11, 2008, in the Eastern District of Missouri,

NAEL ABDELJABBAR

the defendant herein, knowingly received and purchased contraband cigarettes, as that term is defined in Title 18, United States Code, Section 2341, to wit: a quantity of more than 10,000 cigarettes which bore no evidence of the payment of applicable state cigarette taxes in the State of Missouri.

In violation of Title 18, United States Code, Section 2342 and punishable under Title 18, United States Code, Section 2344.

COUNT XIV
(RECEIVING CONTRABAND CIGARETTES)

The Grand Jury further charges that:

On or about April 23, 2008, in the Eastern District of Missouri,

SAID JARABAA, and
SUHAIL JARABAA

the defendants herein, knowingly received, possessed, and purchased contraband cigarettes, as that term is defined in Title 18, United States Code, Section 2341, to wit: a quantity of more

than 10,000 cigarettes which bore no evidence of the payment of applicable state cigarette taxes in the State of Missouri.

In violation of Title 18, United States Code, Section 2342 and punishable under Title 18, United States Code, Section 2344.

COUNT XV
**(TRANSPORTING MONETARY INSTRUMENTS TO
AVOID REPORTING REQUIREMENT)**

The Grand Jury further charges that:

On or about November 7, 2006, in the Eastern District of Missouri,

**BASSAM HAMED,
GHANDI HAMED, and
NAYEF LUTFEYYAH**

the defendants herein, did knowingly and intentionally transport a monetary instrument, that is a cashier's check in the amount of \$42,634.01 payable to Bassam HAMED, from a place in the United States, that is St. Louis, Missouri, to a place outside the United States, that is Beiten, Palestine, knowing that the monetary instrument involved in the transportation represented the proceeds of some form of unlawful activity and knowing that such transportation was designed in whole or in part to avoid a transaction reporting requirement under federal law.

In violation of Title 18, United States Code, Sections 1956(a)(2)(B)(ii) and 2 and punishable under Title 18, United States Code, Section 1956(a)(2).

COUNT XVI
**(TRANSPORTING MONETARY INSTRUMENTS TO
AVOID REPORTING REQUIREMENTS)**

The Grand Jury further charges that:

On or about September 8, 2006, in the Eastern District of Missouri,

**NAEL ABDELJABBAR, and
RAYQA Z. JARABAA**

the defendants herein, did knowingly and intentionally transport a monetary instrument, that is a cashier's check in the amount of \$36,610.20 payable to Midwest-St. Louis, LLC, from a place in the United States, that is St. Louis, Missouri, to a place outside the United States, that is Beiten, Palestine, knowing that the monetary instrument involved in the transportation represented the proceeds of some form of unlawful activity and knowing that such transportation was designed in whole or in part to avoid a transaction reporting requirement under federal law.

In violation of Title 18, United States Code, Sections 1956(a)(2)(B)(ii) and 2 and punishable under Title 18, United States Code, Section 1956(a)(2).

COUNT XVII
**(TRANSPORTING MONETARY INSTRUMENTS TO
AVOID REPORTING REQUIREMENT)**

The Grand Jury further charges that:

On or about January 8, 2008, in the Eastern District of Missouri,

**SAID JARABAA,
MAZEN BADWAN, and
SHAHRAZAD RAMADAN**

the defendants herein, did knowingly and intentionally transport a monetary instrument, that is a cashier's check in the amount of \$38,873.64 payable to Mazen BADWAN, a check in the amount of \$16,500 payable to Said JARABAA, and a check in the amount of \$2,000 payable to Said JARABAA from a place in the United States, that is St. Louis Missouri, to a place outside the United States, that is Beiten, Palestine, knowing that the monetary instrument involved in the transportation represented the proceeds of some form of unlawful activity and knowing that such

transportation was designed in whole or in part to avoid a transaction reporting requirement under federal law.

In violation of Title 18, United States Code, Sections 1956(a)(2)(B)(ii) and 2 and punishable under Title 18, United States Code, Section 1956(a)(2).

COUNT XVIII
(CONSPIRACY TO STRUCTURE IN ORDER TO
AVOID REPORTING REQUIREMENTS)

The Grand Jury further charges that:

1. Between January 2003 and October 2007, the exact dates being unknown, in the Eastern District of Missouri, and elsewhere,

**BASSAM HAMED,
GHANDI HAMED,
SAID JARABAA, and
SUHAIL JARABAA**

the defendants herein, did knowingly conspire, confederate and agree together and with other individuals both known and unknown to the Grand Jury, to commit offenses against the United States, to wit: to knowingly structure and assist in structuring the exportation of monetary instruments, for the purpose of evading the reporting requirements of Title 31, United States Code, Section 5316, and failing to file, and causing another person to fail to file, a report required by Title 31, United States Code, Section 5316.

In violation of Title 31, United States Code, Section 5324(c).

MANNER AND MEANS

2. The manner and means by which the conspiracy was sought to be accomplished, included, among others, the following:

a. It was part of the conspiracy that members of the conspiracy deposited funds obtained through legal and illegal means in personal checking accounts. These accounts were held by branch offices of St. Louis banks in the names of Said JARABAA, Bassam HAMED, Ghandi HAMED, Suhail JARABAA and Ferguson Market.

b. It was part of the conspiracy that members of the conspiracy arranged for the transportation of signed blank checks drawn on the corresponding above-mentioned accounts from St. Louis, Missouri, to Beiten, Palestine.

c. It was part of the conspiracy that conspirators unknown to this Grand Jury in Beiten, Palestine, would fill in the checks with an amount and payable to, and then cash the checks.

d. It was also part of the conspiracy that members of the conspiracy arranged for the transportation of completed and signed checks, cashier's checks and bulk cash currency and other monetary instruments from St. Louis, Missouri to Beiten, Palestine.

e. It was part of the conspiracy that members of the conspiracy failed to report the exportation of monetary instruments in each instance of the methods described above.

OVERT ACTS

3. In furtherance of the conspiracy, and to effect the objects thereof, the following overt acts were committed in the Eastern District of Missouri:

a. On or about February 28, 2005, a check payable to Said JARABAA, defendant herein, drawn on Ferguson Market's Commerce Bank account in the amount of \$20,000 was deposited at the Palestine Investment Bank in Palestine.

b. On or about March 11, 2005, a check payable to Abu Hamman, drawn on Bassam HAMED'S personal Commerce Bank account, in the amount of \$6,000 was deposited at the Ramallah, Palestine branch of the Union Bank for Savings and Investment.

c. On or about March 17, 2005, a check payable to Abu Hamman, drawn on Ghandi HAMED'S personal Commerce Bank account, in the amount of \$6,000 was deposited at the Ramallah, Palestine branch of the Union Bank for Savings and Investment.

d. On or about July 27, 2005, a check signed by Said JARABAA, defendant herein, drawn on Ferguson Market's US BANK account, 1-523-04186298, and made payable to Said JARABAA in the amount of \$15,000 was deposited in an overseas account in Israel.

e. On or about March 3, 2006, a check payable to Amer Saed, drawn on Bassam HAMED'S personal Commerce Bank account, in the amount of \$6,000 was deposited at the Palestine Investment Bank in Palestine.

f. On or about September 8, 2006, Rayqa JARABAA transported a cashier's check in the amount of \$36,610.20, a personal check in the amount of \$5,946.10, and checkbooks with blank signed checks from four personal checking accounts from the United States to Amman, Jordan.

g. On or about November 7, 2006, Nayef LUTFEYYAH transported a cashier's check in the amount of \$42,634.01 payable to Bassam HAMED from St. Louis, Missouri to Beiten, Palestine.

h. On or about January 16, 2007, Bassam HAMED instructed his brother Thabit Hamed regarding two checks each worth \$5,000 that had been sent with their mother, Iza Darhamed on her recent trip from Chicago, Illinois to Amman, Jordan, that one check from Mansour LNU was for Walid LNU to give to Abu Hamman and that Thabit Hamed was to keep the other check and \$7000 in cash.

i. On or about January 8, 2008, Shahrazad RAMADAN attempted to transport a cashier's check in the amount of \$38,873.64, and personal checks in the amount of \$16,500 and \$2,000 from St. Louis, Missouri to Jerusalem, Israel.

j. On or about June 8, 2008, Suhail JARABAA transported \$9,820 in cash and a checkbook with blank, signed checks from a personal checking account from Chicago, Illinois to Amman, Jordan.

k. On or about June 8, 2008, Shahira Jarabaa, wife of Suhail JARABAA, transported \$10,000 in cash from Chicago, Illinois to Amman, Jordan.

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

A TRUE BILL.

FOREPERSON

CATHERINE L. HANAWAY
United States Attorney

JOHN J. WARE, #11644
Assistant United States Attorney