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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**

v. :

MORDCHAI FISH, a/k/a "Mordechai Fisch," : Mag. No. 09-3613  
a/k/a "Martin Fisch," LAVEL SCHWARTZ,  
a/k/a "Albert Schwartz," and YOLIE GERTNER, :  
a/k/a "Yoely Gertner"

I, Robert J. Cooke, being duly sworn, state that the following is true and correct to the best of my knowledge and belief.

From in or about May 2008 to in or about September 2008, in Monmouth County, in the District of New Jersey, and elsewhere, defendants MORDCHAI FISH, a/k/a "Mordechai Fisch," a/k/a "Martin Fisch," LAVEL SCHWARTZ, a/k/a "Albert Schwartz," YOLIE GERTNER, a/k/a "Yoely Gertner," and others did:

knowingly and willfully conspire to conduct and attempt to conduct financial transactions involving property represented to be the proceeds of specified unlawful activity, specifically, bank fraud, bankruptcy fraud and trafficking in counterfeit goods, with the intent to conceal and disguise the nature, location, source, ownership, and control of the property believed to be proceeds of specified unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(3).

In violation of Title 18, United States Code, Section 1956(h).

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

SEE ATTACHMENT A

continued on the attached page and made a part hereof.

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Robert J. Cooke, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

July \_\_, 2009, at Newark, New Jersey

HONORABLE MARK FALK  
UNITED STATES MAGISTRATE JUDGE

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Signature of Judicial Officer

Attachment A

I, Robert J. Cooke, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I have personally participated in this investigation and am aware of the facts contained herein, based upon my own participation in this investigation, as well as information provided to me by other law enforcement officers. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of this investigation. Statements attributable to individuals contained in this Attachment are related in substance and in part, except where otherwise indicated. All contacts discussed herein were recorded, except as otherwise indicated.

1. Defendant Mordchai Fish, a/k/a "Mordechai Fisch," a/k/a "Martin Fisch," ("defendant FISH"), a resident of Brooklyn, New York, served as a rabbi for Congregation Sheves Achim, a synagogue located in Brooklyn. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that defendant FISH does not hold a license to transmit or remit money.

2. Defendant Lavel Schwartz, a/k/a "Albert Schwartz," ("defendant SCHWARTZ"), a resident of Brooklyn, was the brother of defendant Fish and also served as a rabbi. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that defendant SCHWARTZ does not hold a license to transmit or remit money.

3. Defendant Yolie Gertner, a/k/a "Yoely Gertner," ("defendant GERTNER"), was a resident of Brooklyn. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that defendant GERTNER does not hold a license to transmit or remit money.

4. At all times relevant to this Complaint, there was a cooperating witness (the "CW") who had been charged in a federal criminal complaint with bank fraud in or about May 2006. Pursuant to the FBI's investigation and under its direction, the CW from time to time represented that the CW purportedly was engaged in illegal businesses and schemes including bank fraud, trafficking in counterfeit goods and concealing assets and monies in connection with bankruptcy proceedings.

5. On or about May 28, 2008, defendant FISH met with the CW in a room on the lower floor of a residence on Hooper Street in Brooklyn. Also present during the entirety of the meeting was

defendant SCHWARTZ. During the meeting, defendant FISH accepted a bank check drawn upon a bank in Monmouth County, New Jersey, in the amount of \$50,000 from the CW. The check had been made payable to CNE, which is believed to be a charitable organization, at defendant FISH's direction. The CW purported that the funds from the check were derived from a bank fraud scheme (in reality, this bank check was funded by the FBI) that the CW had perpetrated on a New Jersey bank (and for which the CW actually was charged in the District of New Jersey in 2006) noting that "I had 25 million from [the bank] -- 20 million -- that schnookie deal. I gave 20 million to [another bank]. I, I took five million. I sent it offshore. And then wire --I have 5 million. I wired the money from there offshore to [u/i]. Now he does whatever I want. I have like 3 million left. If this guy wants to do 50 thousand a week, I'll do it with him. I don't wanna do too much at one time." During the meeting, the CW asked defendant FISH for the name of the individual who would deliver the cash in exchange for the CW's bank check, and defendant FISH stated that this individual's name was "Yolie," subsequently identified as defendant GERTNER. Defendant FISH explained that "I not only do business with him. I have four or five guys," a likely reference to other individuals who engaged in money laundering transactions with defendant FISH. The CW replied that "I'm not going to tell him I have two million dollars," prompting defendant FISH to state "[d]on't say anything." Subsequently, defendant GERTNER arrived and talked to defendant FISH during which time defendant FISH indicated to the CW that defendant GERTNER could launder up to \$100,000 at a time. Defendant GERTNER then left for a period of about ten minutes during which the CW continued to talk with defendants FISH and SCHWARTZ. While defendant FISH answered a cell phone call, for the purpose of the investigation, the CW purported to defendant SCHWARTZ about the difficulty caused by the CW's New Jersey bankruptcy proceedings, noting that "[a]ny money I make, it goes to the, eh, bankruptcy, to the court. I can't make money. . . . Yeah, before the whole thing happened, that, that five million dollars I took from the bank--schnookie--and now it's [u/i]. I have nothing else." Defendant GERTNER then reentered the room and produced a package containing thousands of dollars wrapped in bundles. As the CW and defendant SCHWARTZ began to count the money, the CW cautioned defendant GERTNER that "if anyone ever asks you, you didn't see me. You understand? No bankruptcy, no bank schnookie, no nothing. Don't say nothin' to nobody." A short time later, defendant FISH pulled the CW aside and told the CW not to speak with defendant GERTNER, stating that "he doesn't even know your name." Upon the completion of counting the cash, the CW took \$42,000 which defendant FISH instructed the CW to hide on the CW's person.

6. On or about June 16, 2008, defendant FISH met the CW at the Hooper Street residence in Brooklyn. Prior to entering this location, defendant FISH met with the CW in the CW's vehicle, at which time defendant FISH asked for the check that the CW had brought. The CW provided a bank check drawn upon a Monmouth County, New Jersey-based bank account in the amount of \$80,000 to defendant FISH made payable to CNE at which time the CW represented that "[t]his is from the profits from that label thing." The CW elaborated as follows: "[t]his is from my profits. The principal I didn't touch. You know I invested four hundred thousand in that company where we switch the labels from the Prada, the Gucci and stuff like that." In response, defendant FISH stated "[y]eah, yeah, yeah. This is the profit." The CW then added that "[i]t's the profit. Between that and the [bank] profits," the latter being a reference to the fraud perpetrated on a bank by the CW in Monmouth County. Later, the CW spoke in greater detail about the purported counterfeit merchandise business from which the funds from the check purportedly emanated. The CW stated "I invested in this label, you know, company. We make pocketbooks, handbags and stuff. The business is very good now because the market's down -- economy's down, and everyone wants to buy -- instead of spending a thousand dollars for a Prada bag, we sell it for two hundred dollars. Gucci bag -- three hundred dollars. It's twelve hundred dollars in the store." The CW assured defendant FISH that "my name's not anywhere. I put in four hundred thousand - smart. And now I'm only getting profit . . . So, uh, I have that plus I have the PNC profits, so it's, uh, good." Defendant FISH and the CW then entered the Hooper Street residence and joined defendants SCHWARTZ and GERTNER. Defendant GERTNER took the check from the CW and exited the premises after briefly consulting with defendants FISH and SCHWARTZ. Defendant FISH and the CW discussed the fact that the CW was to receive \$68,000 in exchange for the \$80,000 check, and defendant FISH indicated that defendant GERTNER had left the cash in the room before departing. During the conversation, defendant FISH inquired again as to the origin of the bank check funds, and the CW reiterated that "[t]hat's the profits from the label and some of the [bank] interest -- the profits from the [bank]." The CW also indicated that all of the money came via the CW's partner, and added that the partner "gets the money, and he washed it back, you understand?" The CW also assured defendants FISH and SCHWARTZ that the CW had invested four hundred thousand in cash in the counterfeit handbag business, and that as a result, the "bankruptcy court" was unaware of it. The CW also represented to defendants FISH and SCHWARTZ that the counterfeit merchandise was manufactured by "undocumented" workers in a "sweatshop" based in lower Manhattan. Subsequently, defendant FISH supplied the CW

with a new chip for the CW's cell phone as part of defendant FISH's ongoing efforts to thwart any attempt to wiretap their telephone calls. In addition, defendants FISH and SCHWARTZ discussed conducting another laundering transaction with the CW the following week, prompting the CW to inquire whether such a deal would involve defendant GERTNER or a different individual. Defendant FISH explained that they used "four guys," and defendant SCHWARTZ added that they used "a lot of guys."

7. On or about June 25, 2008, the CW placed an interstate telephone call from New Jersey to defendant FISH in New York. During the call, defendant FISH and the CW agreed to meet later that morning on Lee Avenue at 10:00 a.m. The CW informed defendant FISH that "I'm bringing, uh, 55 gemoras, [meaning, \$55,000 in cash] and then I'll see you." The CW indicated that the CW's partner in the counterfeit handbag business could only provide the CW with this amount "'cause that's what he was able to do today."

8. On or about June 25, 2008, defendant FISH met the CW at the Hooper Street residence in Brooklyn. Prior to entering this location, defendant FISH met with the CW in the CW's vehicle, at which time defendant FISH asked for the check that the CW had brought. When handing defendant FISH the \$55,000 check made payable to "YB" at defendant FISH's direction and drawn upon a bank account in Monmouth County, the CW stated "[t]his is fifty-five," and added that "[t]his is just profits." The CW went on to explain that the profits were "made, uh, from the labels. You know, we stitch the labels - the Prada, the Gucci, all that stuff -- the counterfeit, uh, bags, plus the PNC profits. This is the profits." Defendant FISH informed the CW that he believed he had a new "connection" for money laundering, and asked "[d]id you check the car here?" The CW assured defendant FISH that there were no listening devices in the car, noting that "I had everything swept -- my house, my car." Defendant FISH and the CW then left the vehicle and waited on the sidewalk outside the Hooper Street residence until defendant GERTNER arrived carrying a black plastic bag. Defendant FISH informed the CW that he would not take possession of the bag until they were inside the residence on Hooper Street as a matter of "policy." Defendants FISH and GERTNER then entered the Hooper Street residence where they were met by defendant SCHWARTZ. Defendants GERTNER and FISH talked while defendant GERTNER began counting a bundle of cash from the plastic bag. The CW then was provided with bundles of cash from which the CW began to count out \$46,750 in denominations of \$100 and \$50. After defendant GERTNER departed with the \$55,000 bank check, the CW once again explained to defendants FISH and SCHWARTZ that the check represented "the

money of the profits." The CW represented that "I don't have any other income. That's my only income today, you know. So the bankruptcy court -- no one knows -- is from these, these labels and the [bank] profits. I don't have any other money coming in." The CW subsequently departed with the cash after defendant FISH discussed future money laundering transactions to be conducted with the CW.

9. On or about August 11, 2008, defendant FISH placed an interstate telephone call to the CW in New Jersey to discuss when the two would next meet to conduct a money laundering transaction. The CW, referring to the CW's purported partner in the counterfeit handbag business, told defendant FISH that "I think he wants to do a lot of gemoras [a code word used by the participants in this scheme, meaning cash] this week . . . so maybe a hundred gemoras, maybe more." Defendant FISH replied "[o]kay," and the two agreed to meet on Wednesday morning at which time, in the coded phrase of defendant FISH, "[w]e'll learn together."

10. On or about August 14, 2008, the CW placed an interstate telephone call to defendant FISH in New York. The two agreed to meet on Lee Avenue in Brooklyn around 10:00 to 10:15 that morning. The CW informed defendant FISH that "so far I got, I got, I got 50 gemoras," to which defendant FISH replied "[o]kay." The CW then informed defendant FISH that the CW expected to arrive at Lee Avenue in forty to forty-five minutes.

11. On or about August 14, 2008, defendant FISH met the CW at the Hooper Street residence in Brooklyn. Prior to entering this location, defendant FISH met with the CW in the CW's vehicle, as it was parked on the corner of Hooper Street and Lee Avenue. While in the CW's car, the CW told defendant FISH that the CW had "invested three hundred thousand dollars in this bag business," and proceeded to tell defendant FISH that "we fake them. We put fake labels on them." During this exchange, defendant FISH subsequently asked "[h]ow much you giving me today?" The CW replied that "I need 45 [thousand]." Defendant FISH and the CW then argued about the commission that defendant FISH would earn, with the CW stating that it should be ten percent while defendant FISH opined that he should receive a twenty percent fee. The CW also provided defendant FISH with a bank check drawn upon an account based in Monmouth County for \$50,000 made payable to a charitable organization associated with defendant FISH. Defendant FISH and the CW then entered a residence on Hooper Street. Shortly thereafter, defendant SCHWARTZ arrived carrying a plastic bag containing a large quantity of cash. Defendant FISH provided the CW with bundles of

\$100 bills to count out \$45,000. While the CW was counting the cash, the CW represented to defendant SCHWARTZ that "I'm selling, uh, these bags. I'm making--they cost me like 10, 12 dollars. I sell them for 60, 70 dollars." The CW further explained that if these bags were genuine Prada and Gucci products, they would sell for "like 600 dollars," and added "I make the fake ones. I change the label . . . ." The CW further explained that the money from the bank check the CW had provided "is from the profits from that and from the profits from the [the bank]," the latter being a reference to the bank fraud that the CW conducted in New Jersey. The CW also explained that "all my other checks--what'd I give you, a half a million, whatever--that's what, that's where it's from." As the CW continued to count the cash, defendant FISH calculated the amount of money that the CW and defendant FISH had laundered to date, and informed the CW that it amounted to "310 [thousand]." Defendant FISH then remarked that "we shoulda' done a million already." Prior to departing, defendant FISH provided the CW with a new chip for the CW's cell phone as part of defendant FISH's continuing efforts to thwart any wiretapping of the CW's phone.

12. On or about September 4, 2008, defendant FISH met the CW near Lee Avenue in Brooklyn. Shortly after entering the CW's vehicle, defendant FISH asked the CW for the bank check, which had been drawn upon an account from a bank based in Monmouth County. The CW handed defendant FISH the \$50,000 check, which was made out per defendant FISH's instructions to a specified individual, and defendant FISH asked "[i]t couldn't be bigger, no?" The CW replied that "[t]his is the profits from the [bank], from the labels and stuff," and noted that "I can't pull too much from the business." The CW also represented to defendant FISH that "[o]ur bag looks better than the real bag -- our knock-off bag." Defendant FISH subsequently asked the CW "[h]ow much I have to bring you?" The CW responded "forty-five [thousand]." The two then entered the residence on Hooper Street in Brooklyn, and entered a room on the lower level where defendant SCHWARTZ was present. Defendant SCHWARTZ was informed by the CW that the CW owned a bag business involving "the fancy brands in America - Prada, Gucci, uh, um, Zenya, you know, they make pocketbooks and bags." The CW further explained to defendant SCHWARTZ that "[t]hey charge 4, 5, 600, maybe a thousand each. I have a couple of [] people. They, uh, make the bag for me. It costs me 20, 25 dollars each, and I sell them for 200 dollars." The CW also informed defendant SCHWARTZ that "[t]his money I have here is from the profits from the bag business and my . . . bank schnookie deals. So, this is the profits [u/i]. This check, all my other checks is from the profits from the bags and the PNC." The CW further represented to defendant SCHWARTZ that they were

making new Prada bags and thus "expanding" the counterfeit bag business, and that "[s]o hopefully, we'll make more money, more profits." Shortly thereafter, defendant SCHWARTZ retrieved two bags containing large bundles of cash. Defendants SCHWARTZ and FISH and the CW proceeded to count out approximately \$45,000 in cash to complete the money laundering transaction. The CW placed some of this money in an envelope which was then placed in a black plastic bag. At the conclusion of the meeting, defendant FISH and the CW discussed the possibility of engaging in a money laundering transaction for as much as \$150,000, and defendant FISH suggested that this amount might be run through several different rabbis.

13. Between in or about May 2008 and in or about September 2008, defendants FISH, SCHWARTZ and GERTNER engaged in money laundering transactions with the CW totaling approximately \$360,000 in funds represented by the CW to involve the proceeds of criminal activities.