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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**  
 :  
 v. :  
 :  
 ANTHONY R. SUAREZ and :  
 VINCENT TABBACHINO : **Mag. No. 09-8140 (MCA)**

I, Robert J. Cooke, 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 Special Agent 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.

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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 MADELINE COX ARLEO  
UNITED STATES MAGISTRATE JUDGE

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Signature of Judicial Officer

ATTACHMENT A

COUNT 1

From in or about May 2009 to in or about July 2009, in Bergen County, in the District of New Jersey and elsewhere, defendants

ANTHONY R. SUAREZ  
and  
VINCENT TABBACHINO

did knowingly and willfully conspire to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting and agreeing to accept corrupt payments that were paid and to be paid by another, with that person's consent, in exchange for defendant ANTHONY R. SUAREZ's future official assistance in Ridgefield Government matters.

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

COUNT 2

From on or about February 4, 2009 to in or about June 2009, in Hudson County, in the District of New Jersey and elsewhere, defendant

VINCENT TABBACHINO

knowingly and willfully conducted and attempted to conduct a financial transaction involving property represented by a person acting at the direction of federal law enforcement authorities to be the proceeds of specified unlawful activity, specifically, the trafficking in counterfeit goods, contrary to Title 18, United States Code, Section 2320 and Section 2, 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.

In violation of Title 18, United States Code, Section 1956(a)(3).

## ATTACHMENT B

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 investigation, as well as information provided to me by other law enforcement officers. Because this Attachment B is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of the 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 where otherwise indicated.

1. At all times relevant to this Complaint, defendant Anthony R. Suarez (hereinafter, "defendant Suarez") served as the Mayor of the Borough of Ridgefield, New Jersey. Defendant Suarez was initially elected to the Ridgefield Borough Council in or about 1998, was reelected to the Borough Council in or about 2001 and first elected as Mayor in or about 2003. Defendant Suarez was reelected to a four-year term as Mayor in or about 2007. Defendant Suarez also is an attorney at a firm based in Fort Lee, New Jersey.

2. At all times relevant to this Complaint, defendant Vincent Tabbachino (hereinafter, "defendant Tabbachino") was the proprietor of a tax preparation business located in Guttenberg, New Jersey.

3. There was a cooperating witness (the "CW") who had been charged with bank fraud in a federal criminal complaint in May 2006. Thereafter, for the purposes of this investigation conducted by the FBI, the CW posed as: (a) a real estate developer interested in development in the greater Hudson/Bergen County area, to include the Borough of Ridgefield and (b) the owner of a counterfeit handbag business. The CW represented that the CW did business in numerous states, including New York and New Jersey, and that the CW paid for goods and services in interstate commerce.

### COUNT 1

4. On or about May 18, 2009, defendants Suarez and Tabbachino met the CW at a restaurant in Fairview, New Jersey. During the meeting, defendant Suarez discussed two properties in Ridgefield which he believed might be of interest to the CW, and indicated that another party was potentially interested in purchasing one of them. Defendant Suarez informed the CW, however, that he believed that this property remained available for purchase. Defendant Suarez did inquire "[i]f something happened where you couldn't--where something happened with the one property, would you still be willing to grab the other

property?" The CW indicated that the CW's interest might remain under those circumstances because "I'm doing a lot of development in surrounding towns." Defendant Tabbachino indicated that "I was just talking to Anthony. He says he'll try to help us whatever ways we need," prompting defendant Suarez to add "I, I'd really like to develop the area." The CW then informed defendant Suarez that "I don't wanna have, uh, uh, an incident where I go ahead, I tie up a property. I put up two, three million dollars hard, and then they [u/i] say I need a zone change or whatever it is, and they put me on the bottom of the pile, and it takes me three years, and then they jerk me around." Defendant Suarez assured the CW that "[w]e don't have that kind of issue because we don't have wait lists like that." The CW responded, in referring to another situation in which the CW purportedly attempted to develop a property, "there were no wait lists either in Orange . . . They weren't busy. They just kept on, eh, adjourning it, adjourning it. . . They wanted to jerk me around. They didn't like me." The CW then explained to defendant Suarez that "I just wanna make sure I got someone in there that, you know, can help me expedite, uh, you, know, with my approvals. That's all. And, you know, I wanna make sure I got a friend that will support my stuff." Defendant Tabbachino interjected, as he laughed, "[y]ou've got a friend," and added, in an apparent reference to other Ridgefield officials, "[a]nd now we've got to, uh, get the rest of the friends in a circle and form the wagons up." Defendant Suarez advised the CW that the "best thing" for the CW to do at this juncture would be to produce "some sort of preliminary or schematic." The CW agreed to do so, but added that "I don't wanna go crazy unless I know that, you know, people will--are receptive to me," prompting defendant Suarez to respond "[r]ight." Defendant Tabbachino inquired "[w]hat is the next step that we have to do here?" The CW reiterated that "I'll do a schematic with a colored rendering. We'll give to the, you know, Mayor, and he'll do, you know, he'll show it to his people." Defendant Suarez agreed to this proposal and added that "I'll meet with the . . . planners and attorneys."

5. Subsequently, during the May 18, 2009 meeting, the CW inquired of defendant Tabbachino, "[n]ow, uh, did, you know, you told the Mayor how we gonna do business now?" Defendant Tabbachino responded, in defendant Suarez's presence, "[y]eah. He understands everything. I told him I would take care of whatever had to be done. And I told him that we'd help him out with his, his campaign." The CW responded, "[y]eah, do whatever you want. Just don't put my name on anything," at which time defendant Suarez smiled and nodded in the affirmative. The CW added that "I don't need conflicts. I don't need, you know, I like staying under the radar. Low key." Defendant Tabbachino then informed the CW that "I said whatever way [defendant Suarez] wants it, that's the way I'll be glad to do it." Defendant Tabbachino then joked, as he laughed, "I'll give him the three dollars for popcorn to go to a movie." As defendant Suarez began

speaking on his cell phone, defendant Tabbachino turned to the CW and informed the CW that "[s]o what I did was I, I brought a check with me in case [u/i]. I brought a check with me." The CW explained to defendant Tabbachino that "well, I have ten thousand cash." The CW asked defendant Tabbachino "I'll give him--ask him what he wants. I'll give it to you after the meeting as long as he says, you know, whatever, you work it out with him." Defendant Tabbachino told the CW "[a]llright. No sweat. Whatever way he wants to do it," prompting the CW to add that the CW would provide the "ten now, and then we'll do another ten later." The CW then told defendant Tabbachino that "I got it in [an] envelope there so nobody knows nothing." Defendant Tabbachino then indicated that he might provide a check to defendant Suarez to cover a portion of the \$10,000 and provide the remaining total in cash, prompting the CW to reply "[d]o whatever he wants. I don't care," and then added "everyone has their own likings, so--as long as my name is not on the darn thing." Defendant Tabbachino assured the CW, "[n]o, no. That's why I have--brought my own, my check." The CW further informed defendant Tabbachino "[a]s long as he wants it. He doesn't want it, that's also fine."

6. A short time later, after defendant Suarez had completed his cell phone call, the CW asked defendant Tabbachino "you wanna go do some business? What do you wanna do?" Defendant Tabbachino replied "[y]eah, let's go take care of that, we'll be in business." The CW inquired "[s]o, I'll do, I guess, uh, I'll give you, uh, how do you want me to do this?" Defendant Tabbachino stated "[g]ive it to me and I'll sit in the car with--and we'll check the weather," prompting defendant Suarez to laugh. The CW then turned to defendant Suarez and stated "so, uh, Mayor, wh--, I'll give him, uh, [u/i]. I told Vinny [u/i] ten thousand." Defendant Suarez replied "[t]hat's really nice of you. I appreciate that. You don't have to," prompting the CW to reiterate that the CW had "ten thousand cash." Defendant Suarez then informed the CW that "[j]ust, just so you know, it goes in a, it's like a, an account where it doesn't have to go to ELEC," a reference to the governmental body to which public officials and candidates must report any campaign contributions. The CW told defendant Suarez that "I don't care where it goes. Just don't put anything in my name," prompting defendant Suarez to assure the CW that he would not do so. The CW then added "just make sure you expedite my stuff, my applic--, you know, if I have zoning, just make sure you have my back covered for me. That's all I ask." Defendant Suarez replied "that has nothing to do with, you know," to which the CW stated "[c]all it what you want." Defendant Suarez added that he "appreciate[d]" what the CW was doing for him. The CW stated "I'll do it through Uncle Vinny," prompting defendant Suarez to state "it's not like a mixed thing, but you know, whatever . . . they're separate things." Upon hearing this, the CW remarked "[o]kay, no problem. I hear you. If you don't want it, I won't give it to you. I don't want . . .," at which point defendant Suarez laughed and

stated "[a]ppreciate that." The CW responded "[o]kay, no problem. So I'll do it with [defendant Tabbachino]," and added "it'll be more and more as we build our relationship, okay? Thanks."

7. As defendant Suarez departed, the CW asked defendant Tabbachino to "let me know how it goes," to which defendant Tabbachino indicated that defendant Suarez was "nervous." Defendant Tabbachino told the CW that "I'll call you, let you know what the story is." The CW informed defendant Tabbachino that the CW had asked defendant Suarez to "make sure you have my back covered . . . [when it] comes for my zoning stuff." Defendant Tabbachino explained that "I can understand. You know, he gets scared, you know." The CW then opened the trunk of the CW's vehicle and handed defendant Tabbachino the envelope containing \$10,000 in cash, adding "[a]ll hundreds there so, it's, uh, you know." The CW added that "hopefully he just takes the cash," but informed defendant Tabbachino that defendant Suarez had spoken about an account which does not "go to ELEC." Defendant Tabbachino explained that "[t]hat's the reports." Defendant Tabbachino reiterated that "I brought a blank check with me just in case . . . This way it's covered." The CW asked defendant Tabbachino to "[j]ust make sure he has my back covered so . . . I don't wanna be at the bottom of the pile when it comes to my zoning stuff. I don't wanna wait three years." Defendant Tabbachino assured the CW that defendant Suarez "knows that because I sat with him before you came here . . . I said 'listen, there's a big future.'" The CW added "[w]hatever he needs, I'll take care of him." The CW then departed.

8. On or about May 18, 2009, a short time after the meeting involving defendants Suarez and Tabbachino and the CW had concluded, the CW placed a call to defendant Tabbachino's cell phone. At the outset of the conversation, the CW asked "[h]ow'd you make out?" Defendant Tabbachino informed the CW that "I gave him a check." The CW, in an effort to determine the amount of the check, asked defendant Tabbachino "[f]or the whole thing--one shot?" Defendant Tabbachino replied "[y]eah," and then explained that "it's not a write-off, and, uh, so his father and I are good so I can always say I helped the kid out, you know." Defendant Tabbachino clarified that "it can't be written off because it's a legal fund." Defendant Tabbachino also informed the CW that he could claim that "I'm helping the kid out," as an explanation for why defendant Tabbachino had contributed a \$10,000 check to defendant Suarez's legal defense fund. The CW asked by way of clarification, "so he said make it out to my campaign or who does it get made out to?" Defendant Tabbachino replied that "I made it out to his, uh, his, uh, legal fee fund." The CW asked defendant Tabbachino the purpose of defendant Suarez's legal defense fund, and defendant Tabbachino described the matter as involving an allegation by a political opponent, but added that defendant Suarez had won the lawsuit. Defendant Tabbachino told

the CW that he had given defendant Suarez a check "from the company," and confirmed that he was referring to "Tabbichino Associates." The CW then asked defendant Tabbachino whether defendant Suarez would "help me with my--get my stuff expedited," prompting defendant Tabbachino to reply "yes, yes," and to add "he said there'll be no bottom of the pile for [the CW]. It'll always be on top." Defendant Tabbachino also vouched for defendant Saurez's trustworthiness in response to the CW's question.

9. On or about May 27, 2009, defendants Suarez and Tabbachino met the CW at a restaurant in Fairview. When the CW arrived, defendant Tabbachino informed the CW that "[w]e were just talking about [u/i] [other parties] were there the other night," an apparent reference to an organization which had an interest in one of the Ridgefield properties which the CW was purportedly considering purchasing. Defendant Tabbachino told the CW that defendant Suarez "ran interference [u/i] the other night. He didn't know how much he could do, but, you know . . ." After the CW showed defendant Tabbachino plans for another purported project in a different municipality, defendant Tabbachino stated that "[w]hat [defendant Suarez] was trying to tell you, was he, he says [he'll] do anything he can to try to help us." The CW stated that "[i]f [defendant Tabbachino] says you're gonna support me, I support you," and added "[t]wo-way street, you understand?" Defendant Suarez replied that "[j]ust so you know, I go, I follow the line on everything," and added that "I want to let you know where I come from so--in terms of any applications coming in, I really wanna have that redevelopment occur, I'm all behind it." Defendant Suarez explained that "any applications that come in [u/i] I will move any way I can to do it because . . . whose ever it is, like I said, I will, um, as, as long as it's good for the town, that's what I'm trying to do." The CW assured defendant Suarez that "[w]e don't do anything that's gonna hurt anybody or do anything bad," and defendant Tabbachino told the CW that "that's what I told him." Defendant Suarez stated that "[e]verything comes in on its merits," and added that "I treat everyone fairly, you know." Defendant Suarez stated, however, that "I know that there's other people that are interested, too," and added that he would "give you a head up on that." The CW assured defendant Suarez that the CW's projects are "[n]ice and clean . . . It's not an eyesore. We're not blocking any views." Subsequently, the CW informed defendant Suarez that "anything I do, I'll do it through Uncle Vinny like we did last time." The CW then asked defendant Suarez "[h]e gave you a check, right?" Defendant Tabbachino interjected "[y]eah," and defendant Suarez answered "[y]eah, he did. I, I haven't done anything with that yet. But I just wanted to make that clear to you, you know, that [u/i]." The CW replied "[s]ay what you want. I'm not an idiot. I understand," and added "[w]e had a mutual agreement. That's it. We support each other." The CW then told defendant Suarez that

"this, this check was a legal defense fund, [defendant Tabbachino] said." Defendant Suarez replied "[y]eah," and subsequently explained that the defense fund "was a political-type thing. It had something to do with a civil matter. It's done now." Shortly thereafter, the CW explained to defendant Suarez that "I don't, eh, support Democrat or Republican. I'm the green party," prompting defendant Tabbachino to state "[w]ell, in your business, you can't. You gotta go anywhere." A short time later, defendant Suarez assured the CW that "I wanna get these things done," but added that "in terms of projects, I mean, everything gets, you know, weighed on its merits." When the CW indicated that the CW believed that defendant Suarez would expedite the CW's projects, defendant Suarez stated "I'll do like anyone else. You know, nothing has anything do with anything, you know." In response to defendant Suarez's statements, the CW pointed out that "I didn't help you, Vinny helped you," but asked defendant Suarez "[d]on't put my name on anything." The CW added "I don't know you, you don't know me," at which time defendant Tabbachino placed his hand on defendant Suarez's shoulder, laughing as he did so.

10. A short time later during the May 27, 2009 meeting, defendant Suarez left the table at which time defendant Tabbachino turned to the CW and stated that defendant Suarez "was super scared. I told him--he says, 'I just gotta tell him that in case, in case . . .'" The CW interjected, by way of clarification, "[w]ho, Suarez?" Defendant Tabbachino replied "[y]eah," and added "well, he says 'cause, just in case [the CW's] wired.' I says '[the CW's] wired?'" Defendant Tabbachino, while laughing, told the CW that he had joked with defendant Suarez that the CW "plugs himself in when [the CW] gets here,' I says. . . '[The CW's] so friggin' wired,' I says, '[the CW] can't sit down for two minutes.'" The CW then asked defendant Tabbachino "[d]oes he understand that he'll expedite my stuff?" Defendant Tabbachino replied "[y]eah," and the CW remarked "I don't wanna be treated like everybody else, you know, I mean, come on." Defendant Tabbachino assured the CW that defendant Suarez was "just saying that to make himself feel good, you know what I mean? I had a good talk with him. I got here about 10 minutes before so it was good. And I said to him . . . [the CW's] a very, very generous man. I says 'if [the CW] can help you in any way, [the CW'd] be more than happy. [The CW] just asks for respect and not to be pushed on the back shelf anywhere . . . And if there's something that's needed, [the CW] just wants to know ahead of time." The CW added that "[h]e has my support, I have his support," to which defendant Tabbachino replied "[y]eah. No, he understands. He gets scared." Defendant Tabbachino then indicated that he had told defendant Suarez that he would give him "two five thousand dollar checks" instead of one ten thousand dollar check if it would "make you feel better."

11. On or about June 25, 2009, at approximately 8:23 a.m.,

the CW received an incoming call from the cell phone of defendant Tabbachino. During the ensuing conversation, the CW asked "those checks with, uh, Ridgefield are taken care of, or what's the story with that?" Defendant Tabbachino replied that "[y]eah, Ridgefield. Well, it worked out good because [defendant Suarez's] opposition wants to see his donors," a reference to the fact that any checks provided from the CW's cash to defendant Suarez's legal defense fund would not be traceable to the CW. The CW then asked, "[s]o what'd you do . . .," prompting defendant Tabbachino to inform the CW that "I gave him twenty-five, yeah." By way of clarification, the CW inquired "[y]ou gave him four separate [checks]?" Defendant Tabbachino replied "[n]o, I gave him one . . . and I got the rest still . . .," a reference to the \$7500 in cash remaining which had been provided to defendant Tabbachino by the CW on or about May 18, 2009. Defendant Tabbachino explained that defendant Suarez "told me to hold off" on the remaining amount and confirmed that defendant Suarez was concerned about his political opposition who wanted to know the source of donations to defendant Suarez's legal defense fund. Defendant Tabbachino next related his plans for providing defendant Suarez additional portions of the \$10,000 in the following terms: "[y]ou know what I'm gonna do? . . . I'm gonna write an article in the paper saying [defendant Suarez is] my nephew, and, you know, I gave him that contribution. . . . I have nothin' to gain, nothin' to lose, and just to show you how much I love him, I'm gonna give him another twenty-five hundred," at which point defendant Tabbachino began to laugh.

12. In or about July 2009, the FBI received records from the operating account of Tabbachino Associates. Those bank records show that a check dated June 1, 2009 and signed by defendant Vincent Tabbachino was made out to the "Mayor Anthony Suarez Defense Fund" in the amount of \$2,500. The back of the check was endorsed in the name of "Mayor Suarez Legal Defense Fund," with the notation "For Deposit Only." The check cleared in or about late June 2009 reflecting that the amount had been successfully deposited into the legal defense fund set up on behalf of defendant Anthony R. Suarez.

## COUNT 2

1. On or about February 4, 2009, defendant Tabbachino and the CW met at a restaurant in Guttenburg with another individual who later departed the meeting. Thereafter, defendant Tabbachino agreed to launder \$50,000 in illicit proceeds for the CW. In particular, defendant Tabbachino was advised by the CW that the CW had a bank check for \$50,000 that represented "profits" from the CW's "label swapping" [meaning counterfeit] "handbag business." Defendant Tabbachino directed the CW to make the check payable to "Tabbachino Associates" to make the check appear to be a "business check." Defendant Tabbachino then agreed to "deposit" the check, and to give the CW "back 45" [implying that

defendant Tabbachino would retain \$5,000 as his laundering fee, and return \$45,000 to the CW].

2. On or about February 12, 2009, defendant Tabbachino and the CW met at defendant Tabbachino's office in Guttenberg. During this meeting, defendant Tabbachino confirmed that he would launder \$50,000 in illicit proceeds for the CW. In particular, defendant Tabbachino was informed by the CW that the CW had a bank check for \$50,000 that represented proceeds from the CW's "handbag business." After accepting this check from the CW, defendant Tabbachino stated that he appreciated that the CW had to "get rid of some cash" from the CW's handbag business, and that he would deposit the check "in the bank" for the CW. Defendant Tabbachino again agreed to keep \$5,000 as his laundering fee stating that such a fee was "fabulous," and to return \$45,000 to the CW.

3. On or about February 19, 2009, at a restaurant in Union City, New Jersey, defendant Tabbachino met with the CW and another individual. Defendant Tabbachino indicated to the CW that he had to leave shortly and they walked out of the restaurant together. At that time, defendant Tabbachino handed the CW \$3,000 in cash in a bank envelope as partial payment for the \$45,000 that defendant Tabbachino owed to the CW in connection with the February 12<sup>th</sup> \$50,000 money-laundering deal. Defendant Tabbachino indicated that he had obtained this \$3,000 in cash in a bank transaction. Although "2,500" was written on the bank envelope, defendant Tabbachino actually gave the CW \$3,000 contained therein. Defendant Tabbachino indicated to the CW that he was drawing the cash out slowly to pay the CW, and that he would shortly withdraw another \$5,000 to \$10,000. Defendant Tabbachino agreed that he would take out the money in increments so that the bank would not file a report. Defendant Tabbachino further told the CW that he would tell bank officials that this contemplated financial transaction was in connection with the sale of his mother's house. Defendant Tabbachino agreed that the "balance" due to the CW was \$42,000.

4. On or about February 19, 2009, at defendant Tabbachino's office in Guttenberg, defendant Tabbachino met with the CW and another individual. Defendant Tabbachino gave the CW \$10,000 in cash as part of the February 12<sup>th</sup> money-laundering deal, which, according to defendant Tabbachino, he had obtained from a bank transaction. The CW informed defendant Tabbachino that the CW had more profits from the CW's purported "knock-off" bag business to launder. Defendant Tabbachino then attempted to enlist his relative in assisting in laundering such profits for the CW.

5. On or about March 5, 2009, at defendant Tabbachino's office in Guttenberg, defendant Tabbachino met with the CW.

Defendant Tabbachino gave the CW \$24,000 in cash in four bank envelopes as part of the February 12<sup>th</sup> money-laundering deal. Defendant Tabbachino told the CW that defendant Tabbachino would provide the CW with the balance of the money regarding this transaction by that Saturday. Later in the conversation, defendant Tabbachino and the CW further discussed enlisting defendant Tabbachino's relative's help in laundering the "profits" from the CW's purported "knock-off" bag business. Defendant Tabbachino also proposed getting another relative involved in assisting the CW with the sale of such counterfeit merchandise.

6. On or about March 11, 2009, at defendant Tabbachino's office in Guttenberg, defendant Tabbachino met with the CW. Defendant Tabbachino gave the CW the last \$8,000 in cash in a bank envelope to conclude the February 12<sup>th</sup> money-laundering deal. Defendant Tabbachino and the CW discussed the fact that defendant Tabbachino had structured his transactions with the bank and that, therefore, this created "no forms" and "no headaches." Referring to another contemplated money-laundering transaction, defendant Tabbachino informed the CW that defendant Tabbachino was in a position to receive another \$25,000 from the CW and would get the laundered proceeds back to the CW faster.

7. On or about April 29, 2009, in a telephone conversation, defendant Tabbachino agreed to launder additional proceeds for the CW. In particular, defendant Tabbachino agreed to provide the CW with cash in advance of receiving a check from the CW. Later that day, before the start of a meeting with another individual at a restaurant in Fairview, defendant Tabbachino gave the CW \$22,750 in cash in bank envelopes in furtherance of the previously-discussed money-laundering transaction. Although defendant Tabbachino confirmed with the CW that the envelopes contained "twenty-two, five" in cash, they actually contained a total of \$22,750 in cash. After the other individual left the meeting, the CW explained the purported reason the CW was not providing a check at that time, stating that although the "knock-off bags" from the CW's handbag business were "still selling," the CW had not recently been able to confirm the amount of "profits" that the CW had earned from that business. In response, defendant Tabbachino stated that it would be "no problem" if the CW were to provide the check in "two weeks" or "three weeks."

8. On or about May 7, 2009, the CW met with a relative of defendant Tabbachino at defendant Tabbachino's office in Guttenberg, as defendant Tabbachino was not available. At that time, the CW provided the relative with a check in the amount of \$25,000 made payable to Tabbachino Associates to complete the April 29<sup>th</sup> money-laundering deal. The CW then advised the relative that the check was for "Uncle Vinny" and that it represented "profits" from the CW's "knock-off" handbag business.

9. On or about May 26, 2009, in a telephone conversation, defendant Tabbachino agreed to launder additional proceeds for the CW. In particular, defendant Tabbachino asked the CW if the CW needed "another check done." In response, the CW indicated that a check would be ready by the end of the week. Defendant Tabbachino then stated that "25" (meaning \$25,000) would be "fine." Defendant Tabbachino also confirmed that the check should be made out to the "same [entity]" as the "last time," meaning the entity depicted on the check the CW provided on or about May 7, 2009 in completion of the April 29<sup>th</sup> money-laundering deal.

10. On or about May 27, 2009, at a restaurant in Fairview, defendant Tabbachino met with the CW and another individual. During the meeting, defendant Tabbachino stated to the CW, as an aside, that he had the "other thing" (meaning cash for the money-laundering deal discussed the previous day) in his "pocket." Defendant Tabbachino also indicated that it would not be a "problem" if the CW did not want to do "that other thing." The CW agreed to "take" the cash, and defendant Tabbachino subsequently gave the CW several bank envelopes containing \$22,500 in cash. After the other individual left the meeting, defendant Tabbachino remarked that he did not want the CW to think that he was "taking advantage" of the CW. The CW rejected that notion, stating that the CW had "profits" from the CW's "knock-off handbag business [to launder]," and confirmed that a check in the amount of \$25,000 would be provided to defendant Tabbachino in the next week.

11. On or about June 2, 2009, at defendant Tabbachino's office in Guttenberg, defendant Tabbachino met with the CW. During this meeting, defendant Tabbachino accepted from the CW a check in the amount of \$25,000 made payable to Tabbachino Associates. When the CW handed the check to defendant Tabbachino, the CW advised him that the check represented "profits" from the CW's "knock-off bag business" in Chinatown. Defendant Tabbachino replied: "That's great . . . I love that."