

ATTACHMENT A

I, Robert J. Cooke, a Special Agent with the Federal Bureau of Investigation ("FBI"), following an investigation and discussions with other law enforcement officers, am aware of the following facts. 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. Nor have I recounted every conversation involving the defendant. All conversations referred to in this attachment were recorded, unless otherwise indicated, and are related in substance and in part.

1. At all times relevant to this Complaint, defendant Itzak Friedlander, a/k/a "Isaac Friedlander," (hereinafter "defendant Friedlander") was a business partner of Coconspirator Moshe Altman, a/k/a "Michael Altman" (hereinafter "Altman") and an employee of Altman's real estate development company. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking revealed that defendant Friedlander did not hold a license to transmit or remit money.

2. At all times relevant to this Complaint:

- A. Coconspirator Altman was a real estate developer based in Hudson County.
- B. Coconspirator Shimon Haber was a real estate developer, who worked in New York and New Jersey.
- C. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking revealed that Altman and Haber did not hold a license to transmit or remit money.
- D. 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 Jersey City area 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.

3. On or about May 21, 2007, in the early afternoon, Altman met with the CW at Altman's place of business in Union City. During the meeting, Altman received an \$18,000 check from

the CW. After providing Altman with the check, the CW indicated that the CW did not need a copy of the check "because I don't keep records." Altman agreed that was best. As the conversation continued, Altman was informed by the CW of the illegal source of the funds. The CW stated, "basically, guy owes me money from bank deals, 'schnookie' bank deals no one knows about and no one could know about . . . this guy's a partner of mine." Altman was further advised by the CW that the CW expected another \$50,000 check from the partner next week that the CW would need laundered into cash. Altman replied, "Okay, very good." Altman further indicated that he would launder the check into cash for return to the CW by June 12, 2007. Thus, in this conversation, Altman acknowledged that he understood the illegal source and nature of the funds that the CW supplied him with for both laundering purposes and to hide assets from the CW's ongoing bankruptcy proceedings.

4. On or about June 12, 2007, Altman met with the CW at Altman's place of business in Union City. During the meeting, Altman supplied the CW with approximately \$15,300 in cash, which represented the proceeds of the \$18,000 check from May 21st less a 15% money-laundering fee. Altman stated to the CW that "he [a reference to Altman's money laundering contact] took off 15%" rather than 10% because the amount of money was low. Altman further advised the CW that his money-laundering contact asked him where the check was from, but that Altman did not disclose the CW's identity as Altman promised. Altman stated, "I keep my word." As before, Altman and the CW also discussed the illicit nature of the CW's proceeds and the need to conceal the money-laundering arrangement from Altman's money-laundering contact, as well as from the bankruptcy court and authorities. The CW stated, "Number one, I have the bankruptcy thing. Number two, I have at least \$100,000 a month coming from money I 'schnookied' from banks for bad loans. This guy can't know nothing." In response, Altman assured the CW that there would be no problem.

5. At this same meeting, Altman also accepted a \$75,000 check from the CW to launder. Altman and the CW discussed the turnaround time to launder the check and Altman indicated that "he'll [a reference to Altman's money-laundering contact] do it quickly." The check was made payable to the Gemach Shefa Chaim and drawn on the account of BH Property Management-- an FBI undercover company. A review of bank records indicates that on or about June 15, 2007, BH Property Management Check No. 1023, in the amount of \$75,000, was posted to an account maintained by Valley National Bank in the name of Gmach Shefa Chaim.

6. On or about June 26, 2007, defendant Friedlander met with the CW at Altman's place of business in Union City. During the meeting, defendant Friedlander advised the CW that Altman had "stepped out" and then handed the CW a white plastic bag containing approximately \$54,800 in cash. This cash amount was a partial return on the \$75,000 check that Altman had accepted on or about June 12, 2007 for laundering.

7. Approximately twenty-five minutes after the CW had arrived at Altman's place of business in Union City, Altman arrived and met with the CW. During their meeting, Altman and the CW discussed the fact that the cash that Altman had provided the CW was "short." Pursuant to the laundering fee arrangement that Altman struck with the CW, the remaining cash due from Altman was approximately \$8,950. Altman indicated to the CW that he would advise the CW in the next day or two as to whether he had the remaining \$8,950 in cash. As the conversation continued, Altman accepted for laundering another \$50,000 check from the CW, which the CW characterized as further proceeds from the CW's "bank 'schnookie' deals." The check was drawn on the account of BH Property Management and made payable to the Gemach Shefa Chaim. When the CW asked Altman if his money-laundering contact could convert the checks to cash more quickly, Altman laughed in agreement with the CW stating, "You're right. I should teach him the business." A review of bank records indicates that on or about July 6, 2007, the \$50,000 check was posted to an account maintained by Valley National Bank in the name of Gmach Shef Chaim.

8. On or about July 5, 2007, Altman met with the CW at Altman's place of business in Union City. At this meeting, Altman gave the CW approximately \$9,050 in cash to complete the money laundering transaction of June 12, 2007. Altman mistakenly overpaid the CW \$100 on this occasion since the return due was approximately \$8,950.

9. On or about July 16, 2007, Altman met with the CW at Altman's place of business in Union City. During the meeting, Altman gave the CW approximately \$30,000 in cash. This cash amount was a partial return on the \$50,000 check that Altman accepted on or about June 26, 2007 for laundering. While Altman and the CW counted the cash, the CW joked about getting Altman a cash-counting "machine" to make this aspect of the laundering process easier. Concerned about concealing his illicit conduct, Altman responded, "See, if you have one [i.e., a cash-counting machine], it means. . . don't want somebody goes to the office, sees one, and says, hey!"

10. During the meeting, Altman and the CW discussed the next money-laundering transaction and the turnaround time entailed with Altman's money-laundering contact washing future checks that the CW would supply. The CW stated, "Now I have 75 more [i.e., \$75,000] from one of my bank deals there. How quickly can he turn it, this guy?" Altman replied, "it's anywhere normally two weeks to four weeks. That's how he works." Reaffirming the illicit origin of the monies that the CW was supplying to Altman, the CW then explained, "The problem is the deal I have with the guy [meaning the CW's purported partner], we took money from a bank on a nonexistent property, and I have half a million coming but I don't want to take it until I know I can turn it fast." In response, Altman stated, "It doesn't make any difference if its 75 or 300 [meaning \$75,000 or \$300,000] to me . . . when I give it to him there is not a lot of difference." Regarding the structuring of the next series of money-laundering transactions, Altman advised the CW that his money-laundering contact uses the names of three other "Gmachs," in addition to the Gmach Shefa Chaim that Altman already directed the CW use in earlier transactions, as organizational fronts to launder money. Again, the CW made clear the illegal genesis of the monies that the CW was furnishing Altman, as the CW stated, "I did . . . a bank deal on a million-dollar property that didn't even exist . . . the bank doesn't know nothing . . . and they don't care." Undaunted, Altman advised the CW that he would ask his money-laundering contact about "the names" to use and relate that information to the CW in short order. Near the end of the meeting, Altman accepted for laundering a \$75,000 cashier's check from the CW made payable to the Gemach Shefa Chaim. A review of bank records reflects that on or about July 19, 2007, the \$75,000 cashier's check was posted to an account maintained by Valley National Bank in the name of Gmach Shefa Chaim.

11. Approximately two days later, on or about July 18, 2007, defendant Friedlander and Altman met with the CW at Altman's place of business in Union City. During this meeting, Altman gave the CW three Valley National Bank envelopes containing approximately \$12,500 in cash to complete the money-laundering transaction of June 26, 2007. Shortly after he gave the CW the cash, defendant Friedlander, Altman and the CW discussed the next group of money-laundering transactions. Because it was the summertime, Altman indicated that it could take up to four weeks before his money-laundering contact could convert the CW's checks to cash. Altman explained to the CW that "smaller amounts," meaning approximately \$50,000 to \$150,000 at a time were preferable, because "[t]he way he [i.e., his money-laundering contact] works. The accounts he gets it . . . from A, from B, from C." Altman continued to detail the laundering

process, "If I give him everything, he puts it in the accounts and he sees how he can get it."

12. During this meeting, Altman provided the CW with the written names of the following four charitable organizations for laundering purposes: (a) Sanz International; (b) Bayaner Gemilas Chesed; (c) Cong. Shefa Chaim Dehasidi Sanz; and (d) Gmach Keren Hachased. Defendant Friedlander reiterated to the CW that the money-laundering process would be delayed because "summertime . . . it's very tough." Mindful of his illicit conduct, Altman twice advised the CW that Altman "didn't want [his] handwriting" on the laundering note and had a secretary copy it. Altman then instructed the CW on how to structure the forthcoming checks for laundering purposes, "put[ting] the amounts" of \$150,000 for Sanz International, \$100,000 for Bayaner Gemilas Chesed, \$250,000 for Cong. Shefa Chaim Dehasidi Sanz, and \$100,000 for Gmach Keren Hachased. The CW advised defendant Friedlander and Altman that the CW would check with his "partners" and get back to them.

13. On or about July 30, 2007, Altman met with the CW at Altman's place of business in Union City. At the outset of the meeting, Altman entered the office-area holding a white plastic shopping bag from which Altman removed stacks of cash that he placed on the desk in front of the CW. Altman then removed from his front pants pocket a similar plastic bag, which contained additional cash, and gave it to the CW. In total, Altman provided the CW with approximately \$39,500 in cash, which was a partial return on the \$75,000 check Altman accepted for laundering on or about July 18, 2007. Pursuant to the laundering arrangement, Altman promised to pay the CW approximately \$24,250 in cash to complete the money-laundering transaction once the funds were available.

14. On or about August 7, 2007, defendant Friedlander met with the CW in defendant Friedlander's car in Union City. At this meeting, defendant Friedlander supplied the CW with the name of "Boyen Gimlas Chesed" for the purpose of laundering the CW's next check. Defendant Friedlander and the CW arranged to meet the next day, with the CW agreeing to bring a \$50,000 check made out to the "Boyen Gimlas Chesed" and with defendant Friedlander agreeing to bring at least \$30,000 in cash soon thereafter as a return on monies owed from the last money-laundering deal. Defendant Friedlander stated, "If you bring me tomorrow [i.e., Tuesday] . . . I can have on Thursday . . . 30 for sure." Explaining that he already made arrangements with the money-laundering contact, defendant Friedlander advised the CW, "I already called him up that I'm bringing a check . . ." Defendant Friedlander continued, "I already prepared him for 30 [meaning

\$30,000] . . . that's what [Altman] told me." After placing a telephone call to and speaking with the money-laundering contact in the CW's presence, defendant Friedlander confirmed, "30, he has for sure . . . he has more coming in tomorrow." Also, during the meeting, when the CW inquired as to whether the laundering fee could be cheaper if the CW supplied approximately \$100,000, defendant Friedlander indicated that he believed 10% was possible, but that he would find out.

15. On or about August 8, 2007, defendant Friedlander met with the CW outside on 5th Street in Union City. During the meeting, the CW provided defendant Friedlander with a \$50,000 cashier's check that was made payable to the Boyen Gimlas Chesed, the name of the organizational front with which defendant Friedlander supplied the CW for future laundering at the August 7, 2007 meeting. The CW stated to defendant Friedlander, "This is the \$50,000, made out to the Boyen Gimlas Chesed." Expecting the check for laundering, defendant Friedlander replied, "Good, good . . . I'm going to see him today," a reference to the money-laundering contact who would convert the illicit check to cash for the CW. While giving defendant Friedlander the \$50,000 check for laundering, the CW reiterated that the monies were bank fraud proceeds and that they must remain hidden from the CW's ongoing bankruptcy proceedings. The CW stated, "Just don't tell him [i.e., the money-laundering contact] my name or anything, because this is money that I . . . 'schnookied'. . . this is from a bank, and I have the bankruptcy . . ." Assuring the CW that he would conceal the criminal activity, defendant Friedlander raised his hand and indicated that he would not say anything. Shortly thereafter, defendant Friedlander placed a telephone call in the CW's presence to someone defendant Friedlander indicated to be involved in the laundering. Defendant Friedlander then advised the CW that he was working to have cash for the CW that afternoon. Defendant Friedlander told the CW, "I'm gonna push it . . . I'll call you." Bank records indicate that on or about August 9, 2007, the \$50,000 cashier's check was posted to an account maintained by North Fork Bank in the name of Boyen Oner Gemilas Chesed c/o David Goldhirsch.

16. On or about August 10, 2007, Altman met with the CW at Altman's place of business in Union City. During the meeting, Altman gave the CW approximately \$44,500 in cash. This cash amount represented \$24,500 in cash to complete the money laundering transaction of July 16, 2007 and a partial return of \$20,000 on the \$50,000 check defendant Friedlander accepted for laundering on or about August 8, 2007. Defendant Friedlander and Altman mistakenly overpaid the CW \$250 on this occasion. Hagglng over the laundering fee charged, the CW stated to Altman

that defendant Friedlander " . . . told me 10% with these new guys, fast turnaround, 10% he told me." Insisting that 15% was the correct fee, Altman countered, "What are you talking about? . . . You misunderstood him [meaning defendant Friedlander] . . . I made it very clear," a reference to the money laundering fee to be charged.

17. On or about August 23, 2007, Altman met with the CW at Altman's place of business in Union City. During the meeting, Altman supplied the CW with approximately \$22,500 in cash to complete the money-laundering transaction of August 8, 2007. Eager to continue profiting by way of laundering the CW's illicit proceeds, Altman told the CW that his money-laundering contact advised him that if the CW needed more checks laundered, the money-laundering contact would be able to return cash to the CW more quickly. When the CW complained to Altman that other money-launderers charge the CW 10% with a quick turnaround time and that defendant Friedlander also quoted the CW a 10% fee, Altman replied, "When he [i.e., the money-laundering contact] gave me this [i.e., the cash] he told me that he can get . . . money he can get it the same day . . . or something like that." Near the end of this discussion, Altman asked the CW about how much Altman should request from his laundering contact in connection with the next transaction. The CW replied, "I don't know, 50, 75, [meaning \$50,000 to \$75,000] whatever he can do . . . the more he can do the better, I don't care."

18. On or about September 11, 2007, Altman met with the CW at Altman's place of business in Union City. During the meeting, Altman accepted for laundering a \$25,000 cashier's check from the CW, which the CW described to Altman as coming "from one of my bank schnookie deals." Consistent with Altman's previous instructions, the check was made payable to the Gmach Shefa Chaim, one of the organizations that Altman used to launder funds. Altman indicated that he would return the cash to the CW to complete the money laundering transaction the next week. A review of bank records reflects that on or about September 12, 2007, the \$25,000 cashier's check was posted to an account maintained by Valley National Bank in the name of Gmach Shefa Chaim.

19. On or about September 25, 2007, Altman and defendant Friedlander met with the CW at Altman's place of business in Union City. During the meeting, defendant Friedlander and Altman supplied the CW with approximately \$21,250 in cash to complete the money laundering transaction commenced on or about September 11, 2007.

20. On or about October 9, 2007, Altman met with the CW at Altman's place of business in Union City. At this meeting, Altman accepted a \$30,000 cashier's check from the CW as part of a money-laundering transaction. The check was made payable to the Gmach Shefa Chaim, and Altman agreed to return cash to the CW in exchange for the 15% laundering fee. Bank records show that on or about October 18, 2007, the \$30,000 cashier's check was posted to an account maintained by Valley National Bank in the name of the Gmach Shefa Chaim.

21. On or about October 15, 2007, Altman met with the CW at Altman's place of business in Union City. At this meeting, Altman returned to the CW approximately \$25,800 in cash to complete the laundering transaction of October 9, 2007. Since Altman should have returned only \$25,500 pursuant to the money-laundering fee arrangement that he struck with the CW, Altman mistakenly overpaid the CW \$300 on this occasion.

22. On or about December 18, 2007, defendant Friedlander and Altman met with the CW at Altman's place of business in Union City. During this meeting, Altman accepted another \$25,000 cashier's check from the CW to launder consistent with their preexisting arrangement. Again making clear the monies were bank-fraud proceeds, the CW told Altman, "This is \$25,000. The thing is this guy owes me a hundred-thousand. It's a cousin of mine and we took a loan on a property with Amboy Bank. Remember?" Altman replied, "Yeah." Noting that the loan was obtained on a non-existent property and that the CW previously engaged in other such bank frauds, the CW quipped to Altman, "The property wasn't exactly there. Those were the good 'ole days' three years ago." Upon learning from the CW that the \$25,000 check was purportedly obtained in such an illegal manner, Altman laughed and responded, "I should have met you four years ago." At the conclusion of this money-laundering conversation, Altman indicated to the CW that he would accept another \$75,000 from the CW for laundering the next week and that "two weeks [was] enough" time to launder the \$25,000 check and return the cash to the CW. As before, the check was made payable to the Gemach Shefa Chaim, Altman's organizational front. A review of bank records indicates that on or about December 21, 2007, the \$25,000 cashier's check was posted to an account maintained by Valley National Bank in the name of the Gmach Shefa Chaim.

23. On or about January 7, 2008, Altman met with the CW at Altman's place of business in Union City. During this meeting, Altman returned to the CW approximately \$21,250 in cash to complete the laundering transaction of December 19, 2007.

24. On or about February 14, 2008, Altman met with the CW at Altman's place of business in Union City. During this meeting, Altman and the CW touched upon their next money-laundering transaction. Altman advised the CW that Altman would be able to convert checks to cash that the CW expected to have in the coming weeks.

25. On or about July 10, 2008, defendant Friedlander and Altman met with the CW at Altman's place of business in Union City. Before Altman arrived at the meeting, defendant Friedlander and the CW discussed the illicit sources of the CW's money and the turnaround time necessary for defendant Friedlander and Altman to launder the money. During this meeting, the CW explained to defendant Friedlander that he had profits from a counterfeit, "knock-off" pocketbook business and bank-fraud profits, "just like all the checks" that defendant Friedlander and Altman previously accepted from the CW for laundering. Inquiring as to the amount of illicit monies to be washed, defendant Friedlander asked the CW, "so how much do you have to turn over?" Defendant Friedlander indicated that he would check on the turnaround time and instructed the CW to "write him [a reference to an unspecified money-laundering contact] a few checks and let him start working on them."

26. At this same meeting, upon Altman's arrival, Altman and the CW also discussed the illegal origins of the CW's funds for laundering. The CW explained that "between the profits from [the CW's false label business] and the profits from the PNC money [i.e., bank-fraud proceeds], we got some money." Altman asked the CW "how much do you need" and "what period of time"? After confirming that approximately \$200,000 to \$300,000 in illicit monies needed to be laundered, Altman indicated that he would be "going to the mountains," where he would learn from his money-laundering co-schemers how much time would be involved." Indicating that no cash was readily available at the time, Altman advised the CW that "the guy didn't want to leave the bag here when he left for the mountains." At the meeting, Altman accepted a \$25,000 check from the CW to launder consistent with the pre-existing arrangement.

27. On or about July 24, 2008, Altman met with the CW at Altman's place of business in Union City. During the meeting, Altman removed a large stack of cash from his pants pocket and handed the CW approximately \$15,250 in cash in furtherance of the laundering transaction of July 10, 2008. Referring to Altman's money-laundering connection, Altman explained that "he's short six," meaning that an additional \$6,000 in cash would be needed to complete the money-laundering transaction of July 10, 2008.

The CW explained to Altman that "between my PNC profits and my profits from my bag money, you know, my label thing. All the money that I gave you until now and all my future money is from the profits from these two deals." Altman indicated that he understood and, gesturing with his hand in a breaking motion, further advised the CW that his money-laundering connection could wash \$100,000 for the CW so ". . . long as you break it down into . . . smaller checks." Altman further advised the CW that he spoke with his money-laundering contact and that "he says he can do up to 300 [meaning \$300,000] no problem" but that he would not do it, as the CW, inquired "in one shot." Again gesturing with his hands to explain the laundering process, Altman stated that "he breaks it up . . . it doesn't go into one account."

28. On or about August 5, 2008, Altman met with the CW at Altman's place of business in Union City. During the meeting, Altman returned to the CW approximately \$6,000 in cash to complete the laundering transaction of July 10, 2008. Altman indicated to the CW that his money-laundering contact could wash up to \$100,000 of the CW's bank-fraud and counterfeit-bag proceeds "quickly in a week . . . maybe less." Altman further instructed the CW to let Altman know soon about the next money-laundering transaction because "I told the guy to hold 100 back," meaning that \$100,000 in cash was then available for laundering purposes.