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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**

v. :

EDMOND NAHUM : Mag. No. 09-3611

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 June 2007 to in or about December 2008, in Monmouth County, in the District of New Jersey, and elsewhere, defendant EDMOND NAHUM did:

knowingly and willfully conspire with others to conduct and attempt to conduct financial transactions involving property represented to be the proceeds of specified unlawful activity, specifically, bankruptcy fraud, bank 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 MADELINE COX ARLEO  
UNITED STATES MAGISTRATE JUDGE

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Signature of Judicial Officer

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 and are related in substance and in part.

1. Defendant Edmond Nahum was the principal rabbi of Deal Synagogue, a synagogue located in Deal, New Jersey (hereinafter, "defendant NAHUM"). Defendant NAHUM operated several charitable tax-exempt organizations in conjunction with his synagogue, including one called Deal Kupot and another called Ahabat Haim Vehesed. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that defendant NAHUM does not hold a license to transmit or remit money.

2. Coconspirator Saul Kassin, a resident of Brooklyn, New York, was the Chief Rabbi of Sharee Zion, a synagogue located on Ocean Parkway in Brooklyn, New York (hereinafter, "Coconspirator Kassin"). Coconspirator Kassin operated several charitable tax-exempt organizations in conjunction with his synagogue, including one called, for purposes of this Complaint, "Coconspirator Kassin's Charitable Organization". A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that Coconspirator Kassin does not hold a license to transmit or remit money.

3. There was an individual named Eliahu Ben Haim, a/k/a "Eli Ben Haim," who resided in Elberon, New Jersey, and was the principal rabbi of Congregation Ohel Yaacob, a synagogue located in Deal (hereinafter, "Ben Haim"). Ben Haim operated several charitable tax-exempt organizations in conjunction with his synagogue, including one called Congregation Ohel Eliahu (hereinafter, "COE") and another called Friends of Yachave Da'at. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that Ben Haim 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 June 15, 2007, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. During the ensuing conversation, the CW told defendant NAHUM that "I have a check for you" from a "guy who owes me money from a while ago - ten thousand." The CW indicated that the CW wished to make the check out to Deal Kupot, the charitable organization administered by defendant NAHUM. The CW made this suggestion with the expectation that defendant NAHUM would give the CW cash in exchange, thereby hiding assets from the CW's ongoing bankruptcy proceedings. In response, defendant NAHUM suggested that the CW write the check out to another "tax exempt" organization, Ahabat Haim Vehesed, which defendant NAHUM had recently created. As the conversation continued, defendant NAHUM indicated that he passed money through the Coconspirator Kassin's Charitable Organization, and described the flow of money between their charitable accounts in the following terms: "of course, back and forth, of course." When the CW remarked that this was an effective "way to get rid of money," defendant NAHUM replied "exactly." Defendant NAHUM discussed another individual who had run money through his charitable organization, Deal Kupot. Defendant NAHUM remarked, however, that this individual's desire to run \$200,000 through Deal Kupot might draw attention from the Government, and that he would not allow this individual to cycle that much money through this account.

6. On or about June 20, 2007, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. During this meeting, defendant NAHUM accepted two bank checks from the CW, each in the amount of \$10,000. The first bank check was made payable to Deal Synagogue Kupot, defendant NAHUM's charitable organization. The second bank check was made payable to Coconspirator Kassin's Charitable Organization. In exchange, the CW asked defendant NAHUM to provide a check made out to a specific corporation that the CW described as a "company nobody knows about," and a check made out to COE, the charitable organization operated by Ben Haim. The CW indicated that the funds from the checks that the CW was providing represented monies that the CW was owed by another individual, and that this individual wished to launder the money through a charitable organization account. The CW also informed defendant NAHUM that "the guy gave it to me because he wants a write off, like everybody else." Later in the conversation, defendant NAHUM described how he put checks through Coconspirator Kassin's Charitable Organization, and would receive

checks in return. When the CW noted that the people who had initially provided the checks to defendant NAHUM did so because "the people want the write offs," defendant NAHUM responded "[e]xactly." Defendant NAHUM also confirmed that Coconspirator Kassin received many checks each day, prompting the CW to ask "hundreds of thousands a week, no?" Defendant NAHUM replied "[a]t least - more," and noted that Coconspirator Kassin had a staff to help him with the accounting. Defendant NAHUM also confirmed that Coconspirator Kassin charged a fee for moving checks through his charitable account, and did not disagree when the CW suggested that the fee would likely be a five to ten percent commission. Prior to the CW's departure, defendant NAHUM gave the CW a check in the amount of \$9,000 drawn upon the account of Deal Kupot and made payable to "Cong. Ohel Eliahu," the charitable organization operated by Ben Haim. Defendant NAHUM then put the check the CW had provided to him into a stamped envelope to be mailed to "Rabbi Saul J. Kassin," at an address in "Brooklyn, N.Y." Defendant NAHUM also put within this envelope a stamped envelope addressed to the CW along with a note to return to the CW a check in the amount of \$9,000 made payable to either a specified company - in reality, a fictitious company set up by the FBI for the purpose of enabling the CW to launder money represented to be the proceeds of illegal activities - or to one of the charitable organizations administered by Ben Haim.

7. On or about June 26, 2007, defendant NAHUM received a telephone call from the CW who asked defendant NAHUM if he knew "whether Rabbi Kassin got that check yet," a reference to the \$10,000 check the CW had provided to defendant NAHUM on or about June 20, 2007. Defendant NAHUM informed the CW that he had spoken to Coconspirator Kassin the same day that the CW had provided defendant NAHUM with the check and further stated that Coconspirator Kassin would mail the return check - expected to be a \$9,000 check - to the CW's house. Defendant NAHUM stated that he had told Coconspirator Kassin everything that the CW had told defendant NAHUM.

8. On or about June 27, 2007, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. During the ensuing conversation, defendant NAHUM provided the CW with a check in the amount of \$9,000 drawn upon the account of Coconspirator Kassin's Charitable Organization and made out, per the CW's request, to COE. After defendant NAHUM indicated that Coconspirator Kassin was "big," the CW asked "so if I have like, uh, you know, fifty thousand a month for the next three months, he can handle it, no problem?" Defendant NAHUM responded that Coconspirator Kassin would be able to do so. The CW then asked defendant NAHUM "[i]f I give it to you, he'll do it right away?" Defendant NAHUM

replied "[y]eah, sure." The CW then asked, by way of clarification, "[t]hat's what he does?" Defendant NAHUM responded simply, "[y]eah, that's what he does." Defendant NAHUM also confirmed that Coconspirator Kassin charged a percentage fee for each of these deals.

9. On or about June 28, 2007, defendant NAHUM met with the CW during a meeting just outside of the Deal Synagogue in Deal. During this meeting, defendant NAHUM accepted a bank check from the CW in the amount of \$25,000 made payable to Coconspirator Kassin's Charitable Organization. Defendant NAHUM agreed to deliver the check to Coconspirator Kassin as part of a money laundering transaction. Defendant NAHUM was informed by the CW that the CW had a couple of hundred thousand dollars that "no one knows about," a reference to the bankruptcy proceedings from which the CW was purportedly hiding assets. Defendant NAHUM was informed by the CW about this arrangement as follows: "what I do is, he give me, uh--I give you the check. Kassin give back a check to Ohel Eliahu. I'll give it to Eli [Ben Haim], and Eli give me back the [money]." Defendant NAHUM responded "[n]o problem," adding "[a]s long as they don't ask questions." The CW explained that this arrangement allowed for the CW's silent partner to get a tax write off, and enabled Coconspirator Kassin and Ben Haim to earn a ten percent fee. The CW added that by hiding this money from the bankruptcy court, "[t]his way I can live. I have no problems." Defendant NAHUM agreed to have a check made out for the CW from defendant KASSIN's Charitable Organization made payable to COE in the amount of \$22,500.<sup>1</sup>

10. On or about August 8, 2007, defendant NAHUM and the CW met in defendant NAHUM's office in Deal. During the ensuing meeting, defendant NAHUM received three bank checks from the CW. One of those checks was a \$50,000 check made payable to Coconspirator Kassin's Charitable Organization. The other two checks were bank checks made payable to two charitable organizations run by defendant NAHUM, namely, Deal Kupot and

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<sup>1</sup> Subsequently, on or about July 2, 2007, the CW met with Ben Haim who provided the CW with approximately \$20,250 in cash in expectation that the CW would return with a check in the amount of \$22,500. Two days later, the CW met with Ben Haim at Ben Haim's office in Deal, at which time the CW gave Ben Haim a \$22,500 check from Coconspirator Kassin's Charitable Organization made payable to COE, Ben Haim's charitable organization. This completed the money laundering transaction which had begun on June 28, 2007 when the CW had given defendant NAHUM the \$25,000 check.

Ahabat Haim Vehesed. These checks were both in the amount of \$5,000. When handing the checks to defendant NAHUM, the CW explained that "[t]his one is, uh, [for Coconspirator Kassin], the top one for fifty. So let me, get me back forty-five thousand. And then one's [in the name of] Kupot for five [thousand], and the other one for [Ahabat Haim Vehesed for] five thousand. Give me back forty-five hundred, maybe, for each one of these." After accepting the checks, defendant NAHUM expressed concern that a woman had called recently from the bank, but the CW reassured defendant NAHUM by stating "[t]his is from my partner that doesn't know nothing where the money's even going 'cause, you know, I can't -- the bankruptcy-- this, that -- nobody can know anything." The CW indicated to defendant NAHUM that the CW was trying to get "the money around the courts so nobody knows anything," another allusion to the bankruptcy fraud which was the proffered reason why the CW wished to launder these funds. The CW further stated that "I don't go into the bank, it's, uh, my partner who, uh -- I don't show up anywhere [u/i] on any paper. My name's nowhere, so there's no, uh -- they don't know who I am." After the CW reiterated that Coconspirator Kassin would retain \$5,000 as his fee for the \$50,000 check, defendant NAHUM again expressed his concern by stating "[n]o problem for sure?" The CW replied "I don't say anything to nobody. You don't say anything to anybody, and that's it," prompting defendant NAHUM to remark by way of agreement, "[n]o, that's what I'm saying." After this exchange, defendant NAHUM retrieved binders relating to his charitable organizations and began to write out checks. Defendant NAHUM wrote two \$5,000 checks made payable to COE, after defendant NAHUM had suggested that they use Ben Haim as a vehicle to get the \$1,000 back to defendant NAHUM. One of these checks was drawn upon the account of Deal Kupot, and the other was drawn upon the account of Ahabat Haim Vehesed. The CW then departed with the two checks and brought them to Ben Haim. In turn, Ben Haim promised to provide the CW with a check for \$1,000 for defendant NAHUM as defendant NAHUM's fee for conducting the transaction.

11. On or about August 13, 2007, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. During the meeting, defendant NAHUM accepted a \$1,000 check drawn upon the account of COE. This check, which represented defendant NAHUM's fee for facilitating the money laundering transaction commenced on or about August 8, 2007, had been picked up by the CW from Ben Haim earlier that day. Defendant NAHUM then gave the CW a \$45,000 check from Coconspirator Kassin's Charitable Organization, prompting the CW to note that "[t]his is from Rabbi Kassin, forty five." Defendant NAHUM recommended waiting a few days to let the check clear. When the CW mentioned that the CW would contact

defendant NAHUM the next week for additional business, defendant NAHUM reminded the CW that he could only do deals of \$5,000 or less when using his own charitable organizations. Defendant NAHUM recommended that large amounts be moved through Coconspirator Kassin, noting that "Kassin is the best." Defendant NAHUM further suggested that the CW should spread out the money that the CW wished to launder through a number of rabbis, stating that "I think it's better. You, you know why? The more it's spread is better . . . ," prompting the CW to reply "[y]eah, no, no question. This way no one can see anything." To this end, defendant NAHUM recommended that the CW turn to another money launderer, Rabbi Mordchai Fish. Defendant NAHUM further opined that Fish "can do million dollars . . . under the ground." When the CW complained that Fish was unreliable, defendant NAHUM countered that "Fish is good . . . Promise him something."

12. On or about March 19, 2008, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. During the meeting, defendant NAHUM accepted a bank check in the amount of \$5,000 made payable to NAHUM's charitable organization, Deal Kupert. In exchange, defendant NAHUM provided the CW with a \$5,000 check drawn upon the Deal Kupert account and made payable to COE. Later that day, Ben Haim provided the CW with \$4,500 in cash in exchange for the check from Deal Kupert. The following day, March 20, 2008, defendant NAHUM met with the CW in defendant NAHUM's office in Deal, at which time defendant NAHUM accepted \$500 as his fee for conducting this money laundering transaction. The CW also informed defendant NAHUM that the CW wished to conduct a larger money laundering transaction the following week involving money the CW expected to receive from "a silent partner in New York."

13. On or about March 26, 2008, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. Upon the CW's arrival, defendant NAHUM accepted a bank check from the CW in the amount of \$25,000, which the CW described as being generated by "my silent partner thing in New York." The check was made out to Coconspirator Kassin's Charitable Organization. Defendant NAHUM indicated that he would provide Coconspirator Kassin with the \$25,000 check. The CW asked for a check in return drawn upon the same organization and made out to COE in the amount of \$22,500.

14. On or about April 2, 2008, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. During this meeting, defendant NAHUM provided the CW with a check drawn upon the account of Coconspirator Kassin's Charitable Organization in the amount of \$22,500 made payable to COE. Defendant NAHUM indicated that Coconspirator Kassin had mailed him the check, but indicated

that he was in frequent contact with Coconspirator Kassin. Defendant NAHUM related that Coconspirator Kassin had retained \$2,500 as his fee for conducting the transaction, and that Coconspirator Kassin was pleased with the amount. The CW referred to the difficulties that the CW faced due to the CW's bankruptcy proceedings, and explained to defendant NAHUM that "I can't make any money." The CW further related that the money the CW was laundering came from the CW's "partners that own stuff," and that "they give me money un--, you know, under the table," a reference to the CW's purported efforts to circumvent the bankruptcy court.

15. On or about July 22, 2008, Coconspirator Kassin met with the CW at a residence on Monmouth Drive in Deal, where Coconspirator Kassin was residing during the summer months. During the meeting, Coconspirator Kassin accepted a bank check in the amount of \$25,000 made out to his charitable organization. The CW explained, referring first to the bank fraud for which the CW had been charged in May 2006, that "this is, uh, a check, just like all the other ones from the--no, this is the profits from the [bank]--my deal-- and then the labels from my new--from my company." The CW explained that the company "stich[es] labels on the -- Prada and Gucci." In exchange, Coconspirator Kassin provided a check in the amount of \$22,500 made out to Friends of Yachave Da'at, a charitable organization operated by Ben Haim and another individual.

16. On or about July 28, 2008, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. During the meeting, defendant NAHUM was informed by the CW that the CW had completed a money laundering transaction with Coconspirator Kassin as part of which Coconspirator Kassin accepted a \$25,000 check made payable to his charitable organization in exchange for a check in the amount of \$22,500 drawn upon the same account, thereby providing Coconspirator Kassin with a fee of \$2,500. Defendant NAHUM then accepted \$500 for his assistance in arranging the deal with Coconspirator Kassin. The CW explained that the money from the laundering deals derived from "my profits from the [bank] thing," a reference to a bank fraud that the CW had committed, as well as from "the labels." The CW explained that the CW operated a "handbag, uh, business," whereby they used "different labels, we put Prada, Gucci . . ." The CW explained that "profits are up a lot" from the CW's counterfeit handbag business, and told defendant NAHUM "[s]tart making, uh, some knock-off bags, and you'll have money."

17. On or about December 4, 2008, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. Upon the CW's

arrival, defendant NAHUM accepted a \$25,000 bank check made out to Coconspirator Kassin's Charitable Organization. The CW informed defendant that the CW wanted \$22,500 in exchange for this check. Defendant NAHUM offered to mail the check to Coconspirator Kassin and asked for the CW's address so that Coconspirator Kassin could mail the \$22,500 check directly back to the CW. Defendant NAHUM was informed by the CW that "[t]his [check] is from my, uh -- I have a, you know, a guy who has the money for me from my [bank] schnookie deal. . . So that's from that money," a reference to the CW's bank fraud which led to the filing of a criminal complaint. The two then discussed to whom Coconspirator Kassin should make the \$22,500 check payable, and the CW informed defendant NAHUM that it should be made payable to "BH." Defendant NAHUM then inquired about the CW's ongoing bankruptcy proceedings.

18. On or about December 15, 2008, the CW met with Coconspirator Kassin at Coconspirator Kassin's residence in Brooklyn. During the meeting, the CW explained that a prior laundering deal with Coconspirator Kassin, which had been arranged through defendant NAHUM, had resulted in the check back to the CW because the check had been improperly filled out. Coconspirator Kassin retrieved two check ledger books and handed the CW a new check for \$22,500. As Coconspirator Kassin was recording this transaction and writing out the replacement check, the CW explained that "I have a handbag business," and indicated that the check was derived from money from that business. The CW further explained that "[w]e make handbags, pocketbooks, and, uh, you know, they, they sell the fancy ones for \$2,000. We make the ones they look the same - we sell them for \$120. That business is good. You know, they copy them."

19. On or about December 19, 2008, defendant NAHUM met with the CW in defendant NAHUM's office in Deal. During the meeting, defendant NAHUM was informed by the CW that the \$22,500 check, which had been sent to the CW by Coconspirator Kassin, had been made out to the wrong entity. The CW explained that the bank would not accept that check so "I went there," a reference to the CW's trip to Coconspirator Kassin's Brooklyn residence four days earlier. Defendant NAHUM was informed that Coconspirator Kassin "switched it for me. . . So he took care of it." The CW further stated that Coconspirator Kassin "washed it, no problem." The CW then provided defendant NAHUM with a \$500 payment for defendant NAHUM's assistance in facilitating that laundering transaction. Defendant NAHUM was then informed by the CW that "I might have a check next week for like a thousand, two thousand dollars from my handbag, uh, business." When the CW suggested making out a check to Deal Kupot, defendant NAHUM's charitable organization,

defendant NAHUM directed the CW to go through Coconspirator Kassin. When the CW referred to Coconspirator Kassin by stating "because he washes, that's what he does, that's his business," defendant NAHUM replied "[i]t's his business." The CW then asked by way of clarification "[y]ou do with [another customer] and everything?" (Defendant NAHUM had previously indicated that he engaged in laundering transactions on behalf of this other customer.) Defendant NAHUM replied "[y]eah, sure." Prior to the CW's departure, defendant NAHUM and the CW discussed the volume of Coconspirator Kassin's money laundering business and the rates that Coconspirator Kassin charged for conducting such business.

20. Between approximately June 2007 and December 2008, defendant NAHUM engaged in money laundering transactions with the CW totaling approximately \$185,000 in funds represented by the CW to involve the proceeds of criminal activities.