

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA	:	Hon.
	:	
	:	Criminal No. 24-
v.	:	
	:	<u>Count One</u>
	:	18 U.S.C. § 371
ELIYAHU (“ELI”) WEINSTEIN, a/k/a “Mike Konig,” and ARYEH (“ARI”) BROMBERG	:	
	:	<u>Count Two</u>
	:	15 U.S.C. §§ 78j(b), 78ff
	:	17 C.F.R. § 240.10b-5
	:	18 U.S.C. § 2
	:	
	:	<u>Count Three</u>
	:	18 U.S.C. § 1349
	:	
	:	<u>Counts Four through Six</u>
	:	18 U.S.C. § 1343
	:	18 U.S.C. § 2
	:	
	:	<u>Count Seven</u>
	:	18 U.S.C. § 371

**INDICTMENT**

The Grand Jury in and for the District of New Jersey, sitting in Newark,  
charges:

**Introduction**

1. Defendant ELIYAHU (“ELI”) WEINSTEIN, a/k/a “Mike Konig,” (“WEINSTEIN”), was previously convicted of two separate investment fraud schemes, the first of which he committed from in or around June 2004 through in or around August 2011, and the second of which he committed—while he was on pretrial release—from in or around February 2012 through in or around May 2013.

WEINSTEIN's first two investment fraud schemes collectively resulted in losses to investors of approximately \$230 million. As a result of his investment fraud schemes, he was ordered to pay, in total, \$230,406,799 in restitution to the victims of his crimes, and to serve three years of supervised release.

2. On or about January 20, 2021, WEINSTEIN began serving his three-year term of supervised release under the supervision of the United States Probation Office.

3. While on supervised release, WEINSTEIN began orchestrating another substantial scheme to defraud investors. Working with Defendant ARYEH ("ARI") BROMBERG ("BROMBERG"), as well as Joel Wittels ("Wittels"), Shlomo Erez ("Erez"), Alaa Hattab ("Hattab"), Christopher Anderson ("Anderson"), and Richard Curry ("Curry") (collectively, with WEINSTEIN, the "Conspirators")—WEINSTEIN and others took tens of millions of dollars from investors by: (a) actively concealing WEINSTEIN's identity and role in purported investments; (b) falsely claiming that the funds would be, and were, used to invest in lucrative deals involving, among other things, COVID-19 masks, scarce baby formula, and first-aid kits bound for Ukraine; and (c) operating a Ponzi-like scheme by using new investor money to pay off earlier investors. Based on these and other material misrepresentations and omissions, WEINSTEIN and his co-conspirators defrauded dozens of investors of millions of dollars in investor funds. As WEINSTEIN acknowledged to BROMBERG and their other Conspirators in August 2022: "I finagled, and Ponzied, and lied to people to cover us."

4. At the same time, WEINSTEIN, BROMBERG, and the other Conspirators conspired to obstruct justice by: (a) hiding WEINSTEIN's assets that should have been used to pay over \$200 million in restitution that he still owes to his previous victims; and (b) concealing his myriad business activities, which were expressly prohibited by the terms of his supervised release.

**COUNT ONE**  
**Conspiracy to Commit Securities Fraud**  
**(18 U.S.C. § 371)**

**Background**

1. At all times material to this Indictment:

**WEINSTEIN's Prior Fraud Convictions**

a. On or about January 3, 2013, WEINSTEIN pled guilty to conspiracy to commit wire fraud, in violation of 18 U.S.C. § 1349, and engaging in monetary transactions from specified unlawful activity, in violation of 18 U.S.C. § 1957 ("Weinstein I"). WEINSTEIN's criminal activity in Weinstein I resulted in over \$224 million in losses to investors.

b. While on pretrial release in Weinstein I, WEINSTEIN committed a second investment fraud scheme involving false and fraudulent representations related to purported investments in securities and real estate ("Weinstein II"), which resulted in over \$6 million in additional losses to investors. On or about September 3, 2014, WEINSTEIN pled guilty in Weinstein II to conspiracy to commit wire fraud, in violation of 18 U.S.C. § 1349; committing wire fraud while on pretrial release, in

violation of 18 U.S.C. §§ 1343 and 3147; and engaging in monetary transactions from specified unlawful activity, in violation of 18 U.S.C. § 1957.

#### The Optimus Entity and Individuals

c. Optimus Investments Inc. (“Optimus”) was a New Jersey entity formed in or around September 2021. Optimus raised millions of dollars from individual investors to finance the purported purchase and sale of medical supplies and other goods.

d. WEINSTEIN resided in New Jersey and was a silent partner in Optimus.

e. BROMBERG resided in New Jersey, served as a co-owner of Optimus, and was a signatory on Optimus’s primary bank account, ending in 7976 (the “Optimus Account”).

f. Wittels resided in New Jersey and served as a co-owner of Optimus. Wittels handled accounting for Optimus and was a signatory on the Optimus Account.

#### The Tryon Entity and Individuals

g. Tryon Management Group LLC (“Tryon”) was a New Jersey entity formed in or around January 2022. From in or around January 2022 through in or around April 2023, Tryon raised millions of dollars from dozens of investors, including many in New Jersey, to finance Optimus’s purported transactions.

h. Anderson resided in New Jersey and was a co-owner of Tryon.

i. Curry resided in Pennsylvania and was a co-owner of Tryon.

### Erez, Hattab, and Additional Entities

j. Erez was a citizen of Israel, worked with WEINSTEIN on various purported business ventures, and was involved in real estate transactions and controlled bank accounts for WEINSTEIN's benefit.

k. Hattab was a United States citizen residing in Canada and purported to serve as a broker for WEINSTEIN and Optimus on deals for medical supplies and other goods. Hattab owned approximately 51% of Saniton Plastic LLC ("Saniton Plastic"), a bottling company which, according to its website, created "interlocking bottle technology" that "reduces up to 35% of carbon emissions." Until in or around August 2022, Hattab and WEINSTEIN had an unwritten agreement that allowed WEINSTEIN to be a 49% owner of Saniton Plastic. Hattab also used the entity Hattab Global Corporation ("Hattab Global") to purchase goods for purported deals involving Tryon, Optimus, and WEINSTEIN.

l. Company-1 and Company-2 were each entities that could purportedly purchase medical supplies in bulk and at a discount.

### The Conspiracy

2. From at least as early as in or around December 2021 through in or around July 2023, in the District of New Jersey, and elsewhere, the defendants,

ELIYAHU ("ELI") WEINSTEIN,  
a/k/a "Mike Konig," and  
ARYEH ("ARI") BROMBERG,

did willfully and knowingly combine, conspire, confederate, and agree with each other and others, by the use of the means and instrumentalities of interstate commerce,

and of the mails, to use and employ, in connection with the purchase and sale of securities, manipulative and deceptive devices and contrivances by: (a) employing devices, schemes, and artifices to defraud; (b) making untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (c) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon persons, contrary to Title 15, United States Code, Sections 78j(b) and 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5.

### **Goal of the Conspiracy**

3. The goal of the conspiracy was for WEINSTEIN and BROMBERG, together with each other and others, to enrich themselves and their associates by soliciting and obtaining tens of millions of dollars of investors' funds through false and misleading pretenses, representations, omissions, and promises.

### **Manner and Means of the Conspiracy**

4. It was part of the conspiracy that:

#### **Obtaining Investor Money by Concealing WEINSTEIN's Identity**

a. Since at least in or around December 2021, WEINSTEIN was actively involved in operating Optimus in the shadows. To conceal his identity and control of the company, WEINSTEIN used an alias, "Mike Konig," when communicating with lenders, potential investors, and business partners.

b. To further the deception, BROMBERG and Wittels served as the nominal owners of Optimus on corporate documents, checks, corporate bank

accounts, and investor documents. In reality, BROMBERG and Wittels took direction from WEINSTEIN on business transactions, including where and when to move money.

c. Based on the material misrepresentations and omissions about WEINSTEIN's true identity, business activities, and his history of fraud, WEINSTEIN, BROMBERG, Wittels, and others solicited and obtained tens of millions of dollars from Optimus and Tryon investors.

Obtaining Investor Money Through Optimus and Tryon:  
Promises of Lucrative Deals and Substantial Returns

d. In or around late 2021, Optimus started raising money directly from a small number of investors, including Curry, to finance purported transactions related to COVID-19 medical supplies.

e. In or around January 2022, BROMBERG and Wittels began asking Curry for more money to purportedly finance larger transactions for medical supplies. Soon after, Curry and Anderson formed Tryon to raise money from individual investors to finance these deals for Optimus.

f. BROMBERG and Wittels initially worked with WEINSTEIN to conceal WEINSTEIN's true identity from Anderson and Curry, because they knew Anderson and Curry were raising money for Optimus's supposed deals from individual investors who would not invest if they were aware of WEINSTEIN's fraud convictions and his significant role at Optimus and concerning the deals.

g. To further this deception, BROMBERG and Wittels introduced WEINSTEIN to Anderson and Curry as "Mike Konig," and WEINSTEIN

communicated directly with Anderson and Curry as Mike Konig using an internet-based messaging application (the “Messaging Application”).

h. WEINSTEIN, posing as Mike Konig, provided Anderson and Curry a purported framework for sourcing and funding deals: Optimus would finance or purchase medical supplies and related products and resell them to a third party for a profit, which Optimus would then split with Tryon for the benefit of their investors. Mike Konig (in reality, WEINSTEIN) would find the deals through his various relationships and would get a cut of the supposed profits.

i. Based on this framework, Anderson and Curry solicited investors through Tryon. Most of the investors were Anderson’s and/or Curry’s family, friends, or close associates.

j. Tryon provided investors with notes promising outsized returns, many of which had an interest rate of 48%, an additional “equity” return of between 2% and 10%, and a full return of an investor’s principal investment, all within three to six months. The promissory notes also generally included payout schedules, which often listed purported monthly distributions to investors of interest, equity, and principal (the “Monthly Distributions”).

k. Based on WEINSTEIN’s, BROMBERG’s, and Wittels’s misrepresentations and omissions about WEINSTEIN’s true identity, Tryon sent investors updates that described “Mike Konig” as its “Logistics Coordinator and Purchase Order procurement officer.” The updates touted Mike Konig’s track record



of brokering large contracts involving millions of units of COVID-19 medical supplies and other similar products.

l. WEINSTEIN (posing as Mike Konig), BROMBERG, and Wittels provided information to Anderson and Curry about the various Optimus deals for potential and existing Tryon investors. Investors transferred their money to Tryon based on these collective misrepresentations about the Optimus deals and the continued concealment of WEINSTEIN's involvement in the deals and his history of fraud.

m. In or around January 2022, Anderson and Curry began sending money from Tryon investors directly to Optimus through the Optimus Account.

Obtaining and Using Investor Money to Pay Other Investors

n. Almost immediately after Tryon started accepting investors' money and transferring it to Optimus, WEINSTEIN's purported deals were not generating the promised returns, and Tryon was unable to pay the Monthly Distributions owed to investors.

o. Rather than reveal this information to investors, Anderson and Curry agreed with BROMBERG and Wittels, and later WEINSTEIN (posing as Mike Konig), to pool money from existing investors of both Optimus and Tryon and use it to make the Monthly Distributions to other investors in a Ponzi-like fashion (the "Ponzi Scheme").

p. The Conspirators concealed the Ponzi Scheme from Tryon investors by falsely telling investors that the Monthly Distributions derived from legitimate investment returns, not other investors' money.

q. For example, in or around February 2022, Tryon borrowed money from Optimus investors in order to pay back Tryon investors. On or about February 23, 2022, Curry and BROMBERG discussed those payments over the Messaging Application:

Curry: It means a LOT that Optimus scraped the money together to pay my investors . . . . I really really appreciate that.

BROMBERG: Of course we[']re a f\*cking team buddy

r. The Ponzi Scheme continued throughout the relevant period of the conspiracy as Optimus repeatedly failed to generate promised returns and Tryon and Optimus were unable to pay distributions to investors.

Purported Deals That the Conspirators  
Used to Obtain Investor Money

s. Although there were little or no profits from WEINSTEIN's purported deals, Tryon and Optimus continued to solicit and receive millions of dollars from investors based on new supposed deals from WEINSTEIN. WEINSTEIN (posing as Mike Konig) provided fraudulent documents and information to mislead investors and make the deals appear legitimate. Additionally, BROMBERG made up a fake deal in order to raise capital from investors.

### ***The Israeli Army Deal***

t. In or around early 2022, BROMBERG, working with and on behalf of WEINSTEIN, raised approximately \$3,000,000 from investors. BROMBERG claimed to investors, and to Anderson and Curry to pass along to Tryon investors, that the money would be invested in a deal to purchase COVID-19 masks for the Israeli Army.

u. Based on BROMBERG's representations about the deal, Curry solicited funds from investors, and on or about January 25, 2022, Curry caused approximately \$1,550,000 of victim funds to be wired to Optimus for the deal.

v. Subsequently, BROMBERG and Wittels told Anderson and Curry that the deal was delayed for various reasons. In fact, the deal never existed.

### ***The First Aid Kit Deal***

w. In or around May 2022, WEINSTEIN (posing as Mike Konig) asked Anderson and Curry to raise money from investors to finance the purchase and delivery of three million first-aid kits ("FAKs") to the United States Agency for International Development ("USAID") to be distributed to the people of Ukraine during the Russia-Ukraine war (the "FAK deal").

x. WEINSTEIN (posing as Mike Konig) provided Anderson and Curry information concerning the FAK deal to help raise money from potential investors, including documents and information purporting to show that:

- (i) Optimus would acquire three million FAKs from Company-1 and resell them to Company-2 for a profit;
- (ii) Hattab was a broker for the FAK deal;

- (iii) the FAKs would ultimately be distributed to a service-disabled veteran organization that had a contract with USAID; and
- (iv) the FAK deal would generate profits of approximately \$84,750,000.

y. In or around June 2022, Anderson and Curry provided this information to potential investors in an executive summary, which Anderson and Curry used to raise millions of dollars for the FAK deal. At WEINSTEIN's direction (posing as Mike Konig), Anderson and Curry sent those funds to Optimus using various bank accounts.

z. However, USAID representatives never heard of Company-1 or Company-2, and nobody associated with USAID had ever agreed to buy any FAKs. The entire FAK deal was fake.

aa. In a subsequent meeting that was audio recorded without WEINSTEIN's knowledge, WEINSTEIN, in the presence of BROMBERG and others, admitted that the money for the FAK deal was instead used for other purposes.

### ***The Baby Formula Deal***

bb. Similarly, in or around early August 2022, WEINSTEIN (posing as Mike Konig) asked Anderson and Curry to raise money to finance the purchase of approximately 29 shipping containers of baby formula in order to capitalize on supply chain issues which had created a shortage in baby formula (the "Formula deal"). WEINSTEIN provided documents to Anderson and Curry for potential investors, including approximately 29 purported bills of lading ("BOLs") showing that the formula had been shipped from Turkey to Newark, New Jersey.

cc. Relying on these BOLs and other information, Anderson and Curry raised millions of dollars from Tryon investors for the Formula deal. For example, on or about September 9, 2022, one of the victim investors (“Victim-1”) transferred \$50,000 to Tryon via interstate wire based on Tryon’s representations about the purported Formula deal.

dd. In fact, the BOLs were fabricated and altered, with no actual shipments corresponding with the information on the BOLs.

ee. In a subsequent meeting that was audio recorded without WEINSTEIN’s knowledge, WEINSTEIN, in the presence of BROMBERG and others, told Anderson and Curry that the BOLs were false, and that WEINSTEIN took full responsibility for those false BOLs.

ff. In or around late August 2022, the Conspirators had a series of meetings in which WEINSTEIN revealed his true identity to Curry and Anderson, in the presence of BROMBERG, among others. In these meetings, WEINSTEIN also admitted to making various false statements about purported Optimus deals and to misappropriating Tryon investor money.

gg. Both during and after these August 2022 meetings, the Conspirators agreed to continue concealing WEINSTEIN’s identity from investors and to raise additional money to pay off existing Tryon investors, all in an effort to stop the Ponzi Scheme from falling apart and to cover up the Conspirators’ fraud.

hh. Consistent with that plan, the Conspirators worked together to mislead and conceal material facts from investors, including that:

- (i) Mike Konig was actually WEINSTEIN and had a history of fraud;
- (ii) WEINSTEIN was the source of nearly every purported deal that formed the basis of Tryon's and Optimus's investments;
- (iii) WEINSTEIN admitted to having provided false and misleading information about several of those deals;
- (iv) WEINSTEIN misappropriated Tryon investor money for other purposes; and
- (v) neither Tryon nor Optimus could account for where and how WEINSTEIN spent investor money.

ii. As part of their plan to cover up the Ponzi Scheme, the Conspirators agreed to funnel existing and newly acquired investor money into, among other things, Saniton Plastic, with the hope that it would succeed as a business and generate enough profits to cover the tens of millions of dollars that the Conspirators misappropriated from investors through the scheme. Accordingly, from in or around August 2022 through in or around October 2022, Curry and Anderson transferred approximately \$2.7 million to Saniton Plastic, into an account controlled by Hattab. During that same period, Hattab asked Anderson and Curry to raise more money from investors for Saniton Plastic and other business ventures, while also telling Anderson and Curry to conceal from investors WEINSTEIN's identity.

jj. Saniton Plastic never generated profits, despite using millions of dollars of investor money from Tryon for purported equipment and to fund lavish trips by Anderson and Hattab to Turkey and elsewhere to promote Saniton Plastic.

### **Overt Acts**

5. To further the conspiracy and effect its illegal objects, the following overt acts, among others, were committed in the District of New Jersey and elsewhere:

a. On or about February 7, 2022, Curry asked BROMBERG over the Messaging Application to send money to Tryon in order to pay its investors if the purported deal profits did not materialize: “Any chance if [deal] money doesn’t come back in time optimus could spot the money for my investors? It’s only like 1.252mm without my profits.” On or about February 10, 2022, using pooled investor funds, Optimus wired Tryon approximately \$1.252 million to cover payments due to investors based on purported deal-related profits that did not actually exist.

b. On or about August 3, 2022, Anderson messaged BROMBERG and other Conspirators on the Messaging Application, “I can wire 100k from me to optimus to cover I just need confirmation,” which Anderson said would include “75k” for one of Optimus’s victims (“Victim-2”). On or about the same day, using pooled investor money, Anderson caused another entity that the Conspirators controlled to wire Optimus approximately \$100,000 to cover the funds owed to Victim-2. Subsequently, on or about August 10, 2022, BROMBERG and Wittels caused approximately \$125,000 to be wired from Optimus to Victim-2, which they described as including a “75K Payment” for one of the deals in which Victim-2 had invested.

c. On or about August 16, 2022, WEINSTEIN sent Anderson and Curry approximately 29 false and fraudulent BOLs over the Messaging Application.

d. On or about August 26, 2022, in or around Branchburg, New Jersey, WEINSTEIN and BROMBERG met with Hattab, Curry, and Anderson, during which meeting:

- (i) WEINSTEIN, BROMBERG, and the other meeting participants agreed to continue concealing WEINSTEIN's identity and to use Saniton Plastic and other assets to appease/pay back investors without revealing WEINSTEIN's identity or the source of the funds;
- (ii) WEINSTEIN told Anderson and Curry: "I can't do this with 'Mike [Konig]' anymore. I am Eli Weinstein."
- (iii) BROMBERG and Anderson discussed the implications of concealing WEINSTEIN's identity:

Anderson: . . . [t]he risk is you didn't tell us who Mike [Konig] was . . . You concealed a criminal – when this conversation happens, in a court room with depositions –

BROMBERG: Forget it. Then everyone goes down.

e. On or about August 30, 2022, via the Messaging Application, BROMBERG and Curry discussed lying to investors:

Curry: This is life or death, I'm serious

BROMBERG: Yes i know

Curry: I'm lying now to every single person I know and I'm dying man. We need capital badly

BROMBERG: Yes I know buddy

f. On or about August 29, 2022 and August 31, 2022, WEINSTEIN and BROMBERG met with Wittels, Erez, and Curry in or around Allentown,



Pennsylvania, and agreed to continue concealing WEINSTEIN's identity and running the Ponzi Scheme.

g. During the meeting on or about August 31, 2022:

- (i) WEINSTEIN and BROMBERG acknowledged that investors would not have invested if they knew WEINSTEIN's true identity, and that concealing his identity was essential to obtaining investor money:

WEINSTEIN:           There's another problem. We collectively did not tell everyone who I was, no one would ever give you a penny if they knew who I was . . . because I have a bad reputation.

BROMBERG:           Correct.

- (ii) When discussing purported Optimus deals, WEINSTEIN admitted that he "misrepresented specific things" and "misled" and "lied about transactions."
- (iii) WEINSTEIN acknowledged that the FAK deal did not happen and claimed Hattab misappropriated the money for Saniton Plastic.
- (iv) WEINSTEIN admitted to engaging in the Ponzi Scheme, stating "I finagled, and Ponzied, and lied to people to cover us."

h. On or about October 23, 2022, Curry sent a message over the Messaging Application to BROMBERG, which stated, "I slept for 12 hours straight the first night . . . And then proceeded to lie to all my investors, which was real fun." BROMBERG responded, "Sorry[.]"

i. On or about November 2, 2022, WEINSTEIN sent a message over the Messaging Application to Erez and Curry, which stated: "All I have is the assets and products. I am trying to get cash for us from them. . . . We need to consider selling

some shares or borrowing on Saniton and the collateral there. It's free and clear and easier to possibly entice a cash infusion."

In violation of Title 18, United States Code, Section 371.

**COUNT TWO**  
**(Securities Fraud)**

1. The allegations set forth in the Introduction and Paragraphs 1 through 5 of Count One of this Indictment are realleged here.

2. From in or around December 2021 through in or around July 2023, in the District of New Jersey, and elsewhere, the defendants,

ELIYAHU (“ELI”) WEINSTEIN,  
a/k/a “Mike Konig,” and  
ARYEH (“ARI”) BROMBERG,

did knowingly and willfully use and employ one or more manipulative and deceptive devices and contrivances, contrary to Rule 10b-5 of the Rules and Regulations of the United States Securities and Exchange Commission, Title 17, Code of Federal Regulations, Section 240.10b-5, by: (a) employing one or more devices, schemes and artifices to defraud; (b) making one or more untrue statements of material fact and omitting to state one or more material facts necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading; and (c) engaging in one or more acts, practices, and courses of business which would and did operate as a fraud and deceit upon one or more investors and prospective investors in Tryon and Optimus, in connection with the purchase and sale of investments in Tryon and/or Optimus directly and indirectly, by use of means and instrumentalities of interstate commerce and the mails.

In violation of Title 15, United States Code, Sections 78j(b) and 78ff; Title 17, Code of Federal Regulations, Section 240.10b-5; and Title 18, United States Code, Section 2.

**COUNT THREE**  
**(Conspiracy to Commit Wire Fraud)**

1. The allegations set forth in the Introduction and Paragraphs 1 through 5 of Count One of this Indictment are realleged here.

2. From in or around December 2021 through in or around July 2023, in the District of New Jersey, and elsewhere, the defendants,

ELIYAHU (“ELI”) WEINSTEIN,  
a/k/a “Mike Konig,” and  
ARYEH (“ARI”) BROMBERG,

did knowingly and intentionally conspire to devise a scheme and artifice to defraud investors and others, and to obtain money and property from them by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, to knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1349.

**COUNTS FOUR through SIX**  
**(Wire Fraud)**

1. The allegations set forth in the Introduction and Paragraphs 1 through 5 of Count One of this Indictment are realleged here.

2. On or about the dates set forth below, in the District of New Jersey, and elsewhere, the defendants,

ELIYAHU (“ELI”) WEINSTEIN,  
a/k/a “Mike Konig,” and  
ARYEH (“ARI”) BROMBERG,

did knowingly and intentionally devise a scheme and artifice to defraud investors and others, and to obtain money and property from them by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, did knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, certain writings, signs, signals, pictures and sounds, as set forth more fully below, each such wire transmission constituting a separate count of this Indictment:

Count	Approximate Date	Description
4	January 25, 2022	Interstate transfer of approximately \$1,550,000 from victims to Optimus for an investment in the Israeli Army deal
5	August 16, 2022	WEINSTEIN sent Anderson and Curry approximately 29 fake BOLs via the Messaging Application
6	September 9, 2022	Interstate transfer of approximately \$50,000 from Victim-1 to Tryon for “Baby Formula Investment”

In violation of Title 18, United States Code, Section 1343 and Section 2.

**COUNT SEVEN**  
**(Conspiracy to Obstruct Justice)**

1. The allegations set forth in the Introduction and Paragraphs 1 through 5 of Count One of this Indictment are realleged here.

2. At all times relevant to this Indictment:

**Background and Overview**

a. As a result of WEINSTEIN's commission of two separate investment fraud schemes, WEINSTEIN was required to serve three years of supervised release and pay restitution to his victims, the outstanding balance of which totaled more than \$228 million dollars (the "Judgments"). In or around February 2021, after WEINSTEIN began serving his three-year term of supervised release, WEINSTEIN signed and acknowledged the Judgment Modification, which precluded WEINSTEIN from engaging in certain business and other activities while on supervised release. These limitations included: (a) liquidating assets, except in service of paying restitution, and (b) playing a role, directly or indirectly, in soliciting money from investors.

b. When a defendant like WEINSTEIN is placed on supervised release, he must "be supervised by a probation officer," 18 U.S.C. § 3601, who is appointed by and acts "under the direction of" the District Court, 18 U.S.C. § 3602. During a defendant's supervised release, the probation officer must periodically "report" the defendant's "conduct and condition to the sentencing court." 18 U.S.C. § 3603(2). Where appropriate, the District Court has the authority to revoke a defendant's term of supervised release. 18 U.S.C. § 3583.

c. WEINSTEIN served his term of supervised release under the supervision of the U.S. Probation Office in the District of New Jersey (“Probation”).

d. Despite the clear terms of WEINSTEIN’s supervised release, and unbeknownst to Probation or the District Court, since at least in or around December 2021, WEINSTEIN, BROMBERG, and others actively subverted and obstructed the Judgments and the Judgment Modification by: (a) hiding WEINSTEIN’s unsanctioned business activities, and (b) hiding and diverting funds and assets that should have gone towards restitution.

### **The Conspiracy**

3. From in or around December 2021 through in or around July 2023, in the District of New Jersey, and elsewhere, the defendants,

ELIYAHU (“ELI”) WEINSTEIN,  
a/k/a “Mike Konig,” and  
ARYEH (“ARI”) BROMBERG,

did knowingly and willfully combine, conspire, confederate, and agree with each other and others to commit an offense against the United States, namely obstruction of justice, contrary to Title 18, United States Code, Section 1503.

### **Goal of the Conspiracy**

4. The goal of the conspiracy was for WEINSTEIN, BROMBERG, and others to subvert and obstruct the Judgments and the Judgment Modification by: (a) hiding WEINSTEIN’s unsanctioned business activities, and (b) hiding and diverting funds and assets that should have gone towards restitution.

### **Manner and Means of the Conspiracy**

5. It was part of the conspiracy that:

#### **Obstructing Probation's Official Function**

a. WEINSTEIN, BROMBERG, and others agreed to conceal WEINSTEIN's business activities and role in Optimus, despite knowing that it violated his terms of supervision. WEINSTEIN, BROMBERG, Wittels, and others furthered this scheme by, among other things, making WEINSTEIN a silent partner in their business ventures, and using those accounts to transfer money at WEINSTEIN's direction, while concealing that WEINSTEIN was behind the transfers. Once WEINSTEIN disclosed his true identity to Anderson and Curry in August 2022, WEINSTEIN, BROMBERG, and the other Conspirators agreed to continue concealing WEINSTEIN's identity and business activities from Probation.

b. By working with WEINSTEIN to conceal his many business activities—all of which explicitly violated the terms of his supervised release—WEINSTEIN, BROMBERG, and others obstructed WEINSTEIN's Probation officer's ability to supervise him. This obstruction caused WEINSTEIN's Probation officer to, among other things, unknowingly provide false information to the District Court. Specifically, on or about December 15, 2022, because of the obstruction, WEINSTEIN's Probation officer reported to the Court that WEINSTEIN was in compliance with his conditions of supervision, including “compl[ying] with [Probation's] efforts to verify the legitimacy of his income and nature of employment.”



### Obstructing the Restitution Judgments

c. In ordering WEINSTEIN to pay restitution to the victims of Weinstein I and Weinstein II, the Judgements stated, “the defendant shall notify the court and United States Attorney of any material change in the defendant’s economic circumstances.”

d. Since at least in or around December 2021, by concealing WEINSTEIN’S assets, WEINSTEIN, BROMBERG, and others conspired to thwart the efforts of both the Court and the United States Attorney to collect restitution and have an accurate picture of WEINSTEIN’s economic circumstances.

e. During calls and meetings, with BROMBERG and others, WEINSTEIN admitted that he held a beneficial interest in significant assets nominally controlled by Erez, including a Florida penthouse, and the Conspirators discussed that the Government would seize any of WEINSTEIN’s assets if it learned about them.

### Overt Acts

6. To further the conspiracy and effect its illegal objects, WEINSTEIN and BROMBERG committed the following overt acts, among others, in the District of New Jersey and elsewhere:

a. On or about April 26, 2023, on a recorded phone call with Curry on the Messaging Application, WEINSTEIN explained that he and the other Conspirators needed to wait until he was off “probation” before transferring WEINSTEIN’s secret assets to pay back investors, stating:

WEINSTEIN: Any financial move I make – anything – I have to report. Anything that’s in the past doesn’t belong to me if I didn’t notify them or they don’t know about it. What more has to be said?

Curry: . . . you’re saying if they knew about this, then . . .

WEINSTEIN: They take it! They take the money! . . . It’s part of my case . . . your statute of limitations is 7 years. So anything that happened within 7 years, they can put their hands on. They don’t have a lot of stuff . . . . I got lucky, right? They didn’t take things . . . .

. . . So now my goal is to cash out something and then have to not notify anybody ‘cuz it’s after my timing that I have to notify anybody . . .

b. On or about August 26, 2022, during a meeting between WEINSTEIN, BROMBERG, Hattab, Curry, and Anderson in or around Branchburg, New Jersey:

- (i) WEINSTEIN stated that he had “70 million dollars sitting in a bank account.”
- (ii) Speaking to BROMBERG and then addressing the other Conspirators at the meeting, WEINSTEIN said, “You’ve [BROMBERG] seen my [bank] account? Believe me, just let me get off Probation guys.”
- (iii) BROMBERG confirmed that he had seen WEINSTEIN’s account containing approximately \$70 million.
- (iv) WEINSTEIN said: “I just told you something that no one in the world knows because I hid money. Get it?”
- (v) WEINSTEIN also said: “What I say to you is please keep it discreet in this room, so I can help you – help you, help yourselves, because one violation is problematic.” WEINSTEIN made this statement in reference to his prohibited business activities and the Conspirators’ plan to continue those activities to further the Ponzi Scheme.

c. On or about August 29, 2022, during a meeting between WEINSTEIN, BROMBERG, Wittels, Erez, and Curry, WEINSTEIN said, in substance, that Erez secretly controlled millions of dollars in assets on WEINSTEIN's behalf. Instead of using those assets to pay his Judgments, WEINSTEIN stated that they should be "transferred" to Anderson and Curry, who he described as "those that have laid out money[.]"

d. On or about August 31, 2023, during a meeting with Wittels, Erez, and Curry, WEINSTEIN and BROMBERG discussed the need to conceal WEINSTEIN's financial stake in Saniton Plastic from the "feds," referring to the Government:

WEINSTEIN: Do you think the feds won't take Saniton away? . . .  
They absolutely will.

BROMBERG: They will in a f\*cking second.

WEINSTEIN: No question . . . I'm just saying it's a fact. They're gonna do a claw back on every business deal that I'm going through, every single investment.

e. In or around August 2022, WEINSTEIN directed Wittels to transfer to Anderson and Curry a property in Jackson, New Jersey (the "Jackson Property"), which Wittels had purchased and controlled on WEINSTEIN's behalf. Subsequently, on or about October 31, 2022, at WEINSTEIN's direction, Wittels caused the Jackson Property to be transferred to Curry for approximately \$10.

In violation of Title 18, United States Code, Section 371.

## **FORFEITURE ALLEGATION**

1. As a result of committing the offenses charged in Counts One through Seven of this Indictment, the defendants,

ELIYAHU (“ELI”) WEINSTEIN,  
a/k/a “Mike Konig,” and  
ARYEH (“ARI”) BROMBERG,

shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real and personal, that they obtained that constitutes or is derived from proceeds traceable to the commission of such offenses, and all property traceable to such property.

### **Substitute Assets Provision**

2. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

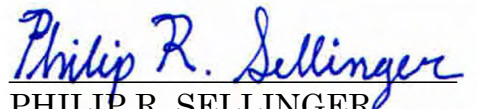
- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third person;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

A TRUE BILL

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FOREPERSON

  
PHILIP R. SELLINGER  
UNITED STATES ATTORNEY