

---

---

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

---

---

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**

v. :

YESHAYAHU EHRENTAL : Mag. No. 09-3618

I, Robert J. Cooke, being duly sworn, state that 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.

---

Robert J. Cooke, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

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

HONORABLE MARK FALK  
UNITED STATES MAGISTRATE JUDGE

---

Signature of Judicial Officer

Attachment A

COUNT 1

From in or about June 2007 to in or about February 2009, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

YESHAYAHU EHRENTAL

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

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

COUNT 2

From in or about June 2007 to in or about February 2009, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

YESHAYAHU EHRENTAL

did knowingly and willfully conspire with others to conduct, control, manage, supervise, direct and own all and part of an unlicensed money transmitting business--such operation being punishable as a misdemeanor and felony under New Jersey and New York law, namely, N.J.S.A. 17:15C-24 and McKinney's Banking Law §§ 641, 650--contrary to Title 18, United States Code, Section 1960, where a coconspirator committed an overt act to effect the object of the conspiracy.

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

## Attachment B

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 B 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. At all times relevant to this Complaint, defendant Yeshayahu Ehrental ("defendant EHRENTAL") resided and maintained an office in Brooklyn, New York. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that defendant EHRENTAL does not hold a license to transmit or remit money.

2. At all times relevant to this Complaint:

(a) There was a coconspirator named Eliahu "Eli" Ben Haim (hereinafter, "Coconspirator Ben Haim") who was a resident of Elberon, New Jersey, and the principal rabbi of Congregation Ohel Yaacob, a synagogue located in Deal, New Jersey. Coconspirator Ben Haim operated several charitable tax-exempt organizations in conjunction with his synagogue, including one called Congregation Ohel Eliahu (hereinafter, "COE"). A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that Coconspirator Ben Haim does not hold a license to transmit or remit money;

(b) There was a coconspirator with the initials I.M. (hereinafter, "Coconspirator I.M.") who was an individual based in Israel. A check with the New Jersey Department of Banking and Insurance and the New York State Department of Banking has revealed that Coconspirator I.M. does not hold a license to transmit or remit money; and

(c) There was a cooperating witness (hereinafter, 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.

3. On or about June 26, 2007, Coconspirator Ben Haim met with the CW at Coconspirator Ben Haim's residence in Elberon. During the meeting, Coconspirator Ben Haim accepted a \$50,000 check, drawn upon an account for 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. The check was made payable to Coconspirator Ben Haim's charitable organization, COE, and was provided to Coconspirator Ben Haim with the expectation that the proceeds would be returned to the CW at a later date, minus a ten percent fee to be retained by Coconspirator Ben Haim. The CW represented that the proceeds of this \$50,000 check came from "that guy who was holding, uh, my, uh, money for me on that Florida insurance, uh, scam that I did." In response to that statement, Coconspirator Ben Haim asked "[a]nd you need forty-five thousand?" The CW responded in the affirmative, prompting Coconspirator Ben Haim to reply "[o]kay . . . Give me a couple days." During the same conversation, Coconspirator Ben Haim described Coconspirator I.M.'s activities in the following manner: "He washes money for people [u/i]. He washes money for people here . . . He gives me a check. I deposit it . . . from a third party . . . He give me -- I deposit it. I wire it to him. He gives me, uh, like, one percent." Coconspirator Ben Haim further stated that he had known Coconspirator I.M. for four to five years. At the conclusion of the conversation, the CW mentioned that the CW would be in Brooklyn the following Thursday, and offered to pick up cash on Coconspirator Ben Haim's behalf. Coconspirator Ben Haim seemed hesitant because he anticipated that it would be a large amount of money. The CW asked if the amount would be "half a mill," prompting Coconspirator Ben Haim to respond "yeah."

4. On or about June 28, 2007, Coconspirator Ben Haim met with the CW at Coconspirator Ben Haim's residence in Elberon. During the meeting, Coconspirator Ben Haim accepted from the CW a bank check in the amount of \$50,000 made payable to COE, Coconspirator Ben Haim's charitable organization. Coconspirator Ben Haim was informed by the CW that this check represented the proceeds of what the CW termed "that insurance, uh, scam deal from Florida." The CW also purported to Coconspirator Ben Haim that the CW had a great deal of money available to the CW because the CW was able to shield from the CW's ongoing bankruptcy court proceedings the money that the CW was earning on property deals involving "silent partnerships." The CW explained that "this way, you know, they give me a check or a bank check to you. They get a write off. It's good for them. I get the money back. So this way there's no trace, you know, through you, and it works out for everybody. That's why I have a lot of money coming through." Coconspirator Ben Haim was further informed by the CW

that the CW's reason for laundering the money through Coconspirator Ben Haim was "so the court doesn't know, the [bankruptcy] trustee doesn't know, no one knows nothin'." In exchange, Coconspirator Ben Haim gave the CW cash totaling approximately \$53,140, which represented the completion of two money laundering transactions: \$45,000 in cash for a \$50,000 check that the CW had provided to Coconspirator Ben Haim on June 26, 2007, and \$8,100 from a separate \$9,000 check which Coconspirator Ben Haim had received from the CW the previous day.<sup>1</sup> As he collated the cash to give to the CW, Coconspirator Ben Haim ran the bills through a cash-counting machine. Coconspirator Ben Haim also mentioned that he owed another individual \$495,000. This individual, according to Coconspirator Ben Haim, had wired money from Hong Kong to Israel, and stated that "he has money in Hong Kong from his -- the kickbacks from the factories." Coconspirator Ben Haim also further described the activities of Coconspirator I.M. in the following terms: "The head contact's in Israel . . . He has different people, he has, . . . he has a hundred cus-, no customer in New York [u/i] money in Israel [u/i] real estate investments, they, they want to hide their money. They don't want it to show. So they give the cash here to him and he gives me the cash . . . You see the merry-go-round? This guy's been doing it for 20, 30 years." Coconspirator Ben Haim also indicated that he would pick up cash, as coordinated by Coconspirator I.M., at locations in Brooklyn. The CW offered to pick up the cash that Coconspirator Ben Haim anticipated would be available to him the following week.

5. On or about August 1, 2007, Coconspirator Ben Haim met with the CW in Coconspirator Ben Haim's vehicle, as it was parked in front of a residence in Deal. During the meeting, Coconspirator Ben Haim accepted from the CW a bank check made payable to COE. The CW described the bank check, which was in the amount of \$75,000, as follows: "This is 75 from that bank schnookie deal. And I have one more 75 from him and that's the -- we got a half million from a bank . . ." Coconspirator Ben Haim wondered what he should tell authorities "[i]f they ask me where did you get this check from?" After the CW again referred to the check as stemming from a fraudulent loan, Coconspirator Ben Haim answered his own question by stating that he would tell authorities that "[the CW] mailed me an anonymous donation. . . ." During the same conversation, Coconspirator Ben Haim provided further details about Coconspirator I.M.'s laundering operation and referred to a specific individual as Coconspirator I.M.'s

---

<sup>1</sup> An additional \$40.00 was included in the sum of cash provided to CW on this date.

partner, and further stated that "there's six people involved in this thing." Coconspirator Ben Haim also referred to the pickups of cash in New York City, and the CW offered to pick up the cash for Coconspirator Ben Haim. When the CW asked whether it would be the same guy from whom the CW had previously received money several weeks earlier, Coconspirator Ben Haim stated that the pickup "[c]ould be [in] Queens, could be a hotel in Manhattan, it could be anywhere. Lately, it's been Boro Park."

6. On or about August 6, 2007, Coconspirator Ben Haim met with the CW at Coconspirator Ben Haim's residence in Elberon. During the conversation, Coconspirator Ben Haim accepted a bank check in the amount of \$50,000 from the CW. As with previous checks, this bank check was made payable to COE. The CW described the check as follows: "This is a check for, uh, fifty thousand from that, uh, bank, uh, schnookie deal." On this occasion, Coconspirator Ben Haim gave the CW approximately \$67,500 in cash to complete the money laundering transaction from August 1, 2007, during which the CW had provided Coconspirator Ben Haim with the aforementioned \$75,000 check. Coconspirator Ben Haim also indicated that he had picked up cash from numerous individuals over the years, stating that "[i]n the five years [I'm] with [Coconspirator I.M.], maybe I saw over a hundred different people."

7. On or about August 23, 2007, in a telephone conversation, Coconspirator Ben Haim informed the CW that defendant EHRENTAL had \$19,660 in cash available to be picked up by the CW at defendant EHRENTAL's office in Brooklyn.

8. On or about August 24, 2007, defendant EHRENTAL met with the CW at defendant EHRENTAL's office in Brooklyn. Shortly after arriving, defendant EHRENTAL asked the CW "[h]ow much is this? Nineteen hundred sixty-six?" The CW called Coconspirator Ben Haim and confirmed that the amount to be picked up was \$19,660 in cash. Defendant EHRENTAL used a cash-counting machine to give the CW the correct amount. The CW observed in the office approximately three cash-counting machines as well as dozens of checks in amounts as high as \$20,000 from various individuals with the payee lines left blank. The CW also observed that defendant EHRENTAL's desk drawer appeared to be full of cash, with one drawer having \$100 bills and another drawer having \$20 bills. Defendant EHRENTAL remarked that Coconspirator Ben Haim had been to his office in Brooklyn a "couple of times." The cash was then packed into a bag, and the CW departed the location.

9. On or about August 24, 2007, after returning to New Jersey from the meeting with defendant EHRENTAL in Brooklyn, the CW met with Coconspirator Ben Haim in Coconspirator Ben Haim's vehicle in a parking lot in Elberon. During that meeting, the CW gave to Coconspirator Ben Haim the bag of cash containing approximately \$19,660 that the CW had earlier received from defendant EHRENTAL. In return, Coconspirator Ben Haim took approximately \$9,800 in cash out of the bag and gave it to the CW as partial payment on an ongoing money laundering transaction. Coconspirator Ben Haim also remarked that he had "met [defendant EHRENTAL] once or twice."

10. Between on or about September 10 and on or about September 12, 2007, in several telephone conversations, Coconspirator Ben Haim and the CW coordinated a cash pickup by the CW from defendant EHRENTAL in Brooklyn. During one of those conversations, Coconspirator Ben Haim explained that Coconspirator I.M. had provided the cash to defendant EHRENTAL for Coconspirator Ben Haim.

11. On or about September 12, 2007, the CW in New Jersey received a telephone call from defendant EHRENTAL in New York. During the conversation, defendant EHRENTAL confirmed that the CW should meet him at his office in Brooklyn to pick up the cash. Defendant EHRENTAL asked, inquiring how much Coconspirator Ben Haim wished the CW to pick up, "[y]ou know how much?" The CW replied that Coconspirator Ben Haim had said "seventy-five or a hundred [thousand]." Defendant EHRENTAL replied "not seventy-five [thousand], sixty-eight four." Later that day, the CW received a telephone call from Coconspirator Ben Haim confirming that defendant EHRENTAL "ha[d] a hundred for" the CW and that defendant EHRENTAL was waiting for the CW to arrive at his office.

12. On or about September 12, 2007, defendant EHRENTAL met with the CW at defendant EHRENTAL's office in Brooklyn. Upon the CW's arrival, defendant EHRENTAL asked for the CW's name, and the CW provided it and also confirmed the CW's connection to Coconspirator Ben Haim. Defendant EHRENTAL then stated "I give you a hundred," to which the CW replied "[h]undred, yeah". Defendant EHRENTAL then reached into a lower drawer of his desk and produced two brown bags each within plastic bags. These bags contained a total of approximately \$100,000 in cash. The CW also observed on defendant EHRENTAL's desk a stack of checks without the payee lines filled out. In addition, the CW observed an \$81,000 deposit slip. After being handed the cash, the CW asked defendant EHRENTAL "[t]hat's all counted and everything?" Defendant EHRENTAL replied "[y]eah, I counted."

13. On or about September 12, 2007, after returning to New Jersey from the meeting with defendant EHRENTAL in Brooklyn, the CW met with Coconspirator Ben Haim in Coconspirator Ben Haim's vehicle in Elberon. During the meeting, the CW gave to Coconspirator Ben Haim the two bags of cash containing \$100,000 that the CW had received from defendant EHRENTAL earlier that day. In addition, Coconspirator Ben Haim accepted a \$25,000 cashier's check from the CW, which was made payable to Congregation Yehoda Yaaleh. In exchange for the check, Coconspirator Ben Haim gave approximately \$22,500 in cash to the CW, thus realizing a fee of \$2,500 for consummating that money laundering transaction. The \$22,500 in cash given to the CW was counted from the \$100,000 that the CW had retrieved from defendant EHRENTAL earlier that day. The CW explained that the check for \$25,000 was "from a guy on a bank schnookie deal."

14. On or about October 31, 2007, Coconspirator Ben Haim met with the CW in Coconspirator Ben Haim's vehicle in Deal. During the meeting, Coconspirator Ben Haim accepted two checks from the CW -- both of which were made payable to COE as part of money laundering transactions. One of these checks was a bank check in the amount of \$50,000, while the other check was in the amount of \$22,500 and drawn upon the account of a charitable organization administered by another money launderer, Rabbi Saul Kassin. During the meeting, Coconspirator Ben Haim remarked that he was currently low on cash, and that it was difficult to get a sufficient supply of cash on a timely basis from Coconspirator I.M. to keep pace with the demand of his customers. Coconspirator Ben Haim stated that "four, five years I'm doing this with this guy. I know at the end of the year it's tight." Coconspirator Ben Haim related that prior to his dealings with Coconspirator I.M., he had moved cash through another individual, but stated that "they caught him laundering . . . he got a slap on the wrist." Coconspirator Ben Haim indicated that this individual was finishing a ten-month sentence that he was serving at F.C.I. Otisville. Subsequently, Coconspirator Ben Haim complained that he was "lucky" if he could move one to two million dollars a year at present. He remarked that "the most I ever did was seven to eight" million dollars in a year, and indicated that he earned "a million dollars a year" during that period.

15. On or about February 7, 2008, Coconspirator Ben Haim met with the CW in Coconspirator Ben Haim's vehicle, as it was parked outside a residence in Deal. During the meeting, the CW indicated to Coconspirator Ben Haim that the CW expected to launder two checks in a total amount of \$160,000 through Coconspirator Ben Haim in exchange for cash, minus a ten percent

laundering fee that would be retained by Coconspirator Ben Haim. Coconspirator Ben Haim contacted Coconspirator I.M. by telephone to discuss the availability of cash. At the conclusion of that discussion, which was in Hebrew, Coconspirator Ben Haim turned to the CW and stated "[y]ou got a hundred and fifty [thousand] to pick up." This amount included \$50,000 to be retrieved from defendant EHRENTAL and \$100,000 to be retrieved from another individual. Coconspirator Ben Haim agreed to notify defendant EHRENTAL and the other individual about the CW coming to pick up the money.

16. On or about February 7, 2008, defendant EHRENTAL met with the CW at defendant EHRENTAL's office in Brooklyn. During the meeting, the CW greeted defendant EHRENTAL and informed him that the CW was there on behalf of Coconspirator Ben Haim. Defendant EHRENTAL asked for the CW's name and, upon hearing the CW's response, reached beneath his desk and produced a black plastic bag containing approximately \$50,000 in cash. As the CW was reaching into the bag, producing several bundles of cash, defendant EHRENTAL continued to work at an adding machine, several of which were visible on a desk along with computer equipment. The CW asked "[t]his is, uh, the fifty [thousand]?" Defendant EHRENTAL replied "[y]es," and confirmed that he had counted it. Also that day, the CW retrieved a second bag of cash from the other individual in Brooklyn.

17. On or about February 7, 2008, after returning to New Jersey from the above-mentioned meetings in Brooklyn, the CW met with Coconspirator Ben Haim in Coconspirator Ben Haim's vehicle, as it was parked outside a residence in Deal. During the meeting, the CW gave to Coconspirator Ben Haim the two bags of cash that the CW had picked up earlier that day. As the CW handed the bags to Coconspirator Ben Haim, the CW noted "[t]his one is from EHRENTAL," and "[t]his one is from the smelly guy," a reference to the other individual from whom the CW had obtained a bag of cash. Coconspirator Ben Haim counted out approximately \$22,500 from the cash that the CW had delivered and then gave it to the CW to complete an earlier money laundering deal. The CW also informed Coconspirator Ben Haim that the CW still expected to receive the two checks totaling \$160,000.

18. On or about March 14, 2008, Coconspirator Ben Haim met with the CW in Coconspirator Ben Haim's vehicle, as it was parked near a residence in Deal. During the meeting, Coconspirator Ben Haim stated that defendant EHRENTAL had \$50,000 in cash available to be picked up in Brooklyn. The CW informed Coconspirator Ben Haim that the CW intended to be in Brooklyn at a later date and agreed to pick up the cash from defendant EHRENTAL.

19. On or about March 16, 2008, defendant EHRENTAL met with the CW at defendant EHRENTAL's office in Brooklyn. During the meeting, defendant EHRENTAL removed a substantial amount of cash from a safe and counted out bundles of cash. When the CW inquired whether the CW needed to count the cash, defendant EHRENTAL stated "[y]eah, yeah, you want to see I count this now?" After the CW indicated that it would be "better" if defendant EHRENTAL counted the cash, defendant EHRENTAL ran the money through a cash-counting machine. The cash, which totaled approximately \$50,000, was provided to the CW who then departed.

20. On or about March 16, 2008, after returning to New Jersey from the meeting with defendant EHRENTAL in Brooklyn, the CW met with Coconspirator Ben Haim in Coconspirator Ben Haim's vehicle in Deal. During the meeting, the CW provided Coconspirator Ben Haim with approximately \$30,000 in cash, which was taken from the \$50,000 the CW had received from defendant EHRENTAL earlier that day. The CW explained that the CW had kept \$20,000 to cover monies owed to the CW on a previous transaction. During the ensuing conversation, Coconspirator Ben Haim claimed that defendant EHRENTAL had "been doing this for 30 years," a reference to the money laundering business.

21. On or about April 2, 2008, Coconspirator Ben Haim met with the CW in Coconspirator Ben Haim's vehicle in Deal. During the meeting, Coconspirator Ben Haim accepted a check from the CW in the amount of \$22,500, which was made payable to COE, and drawn upon the account of a charitable organization administered by another money launderer, Rabbi Saul Kassin. In exchange, after counting the correct amount of money, Coconspirator Ben Haim gave the CW approximately \$20,250 in cash, thus realizing a fee in the amount of approximately \$2,250 for consummating this money laundering transaction. Coconspirator Ben Haim explained that he had received the cash for this transaction from defendant EHRENTAL earlier that day.

22. On or about May 15, 2008, Coconspirator Ben Haim met with the CW, while traveling in the CW's vehicle from Long Branch, New Jersey, to a location in Deal, and then back to Long Branch. During the meeting, the CW provided Coconspirator Ben Haim with a \$50,000 bank check to launder, and explained that the money came from "the Prada pocketbooks and the Gucci stuff - the knock-offs." The CW explained that "[t]hey switch the labels. They look better than the real thing. You -- your wife wouldn't be able to tell the difference. That's how good these guys are." When Coconspirator Ben Haim warned that "it's a very dangerous thing," the CW replied that "my name's not on anything. What's dangerous?" Coconspirator Ben Haim noted that "[s]o if they get

caught, they go to jail." In exchange for the \$50,000 bank check, Coconspirator Ben Haim retrieved cash from a bag that was stored at the location in Deal, counted it out and provided the CW with approximately \$45,000, thus retaining a \$5,000 fee for conducting the transaction. In addition, Coconspirator Ben Haim explained to the CW that he had sent a courier to retrieve a large quantity of cash from defendant EHRENTAL. Coconspirator Ben Haim then spoke with Coconspirator I.M., in Hebrew, on the telephone. At the conclusion of that telephone call, Coconspirator Ben Haim told the CW that the courier would be picking up a total of \$65,000 in cash that day from defendant EHRENTAL. According to Coconspirator Ben Haim, defendant EHRENTAL usually "doesn't have more than 50 [thousand]." Coconspirator Ben Haim then called the courier and, after learning that the courier had picked up less than \$65,000, instructed the courier to return to defendant EHRENTAL who "will give you another 15 [thousand]."

23. On or about December 30, 2008, Coconspirator Ben Haim met with the CW in Coconspirator Ben Haim's vehicle in Deal. During the meeting, Coconspirator Ben Haim provided the CW with approximately \$64,850 in cash as partial payment for a \$160,000 check provided by the CW on or about December 16, 2008. During the conversation, Coconspirator Ben Haim was informed by the CW that "things are picking back up in my, uh, knock-off pocketbook business, my counterfeit business." Coconspirator Ben Haim also was told that the money involved in their laundering transaction "is only profits - principal I keep in there." Coconspirator Ben Haim informed the CW that he had a lot of "orders" for laundering transactions because it was near the end of the year, but that some clients wished to wait until the turn of the year to consummate the transactions. It is believed that Coconspirator Ben Haim was referring to the efforts of some of his customers to select the year during which they would claim deductions for charitable contributions on their income tax returns based on the checks provided to Coconspirator Ben Haim.

24. On or about February 10, 2009, defendant EHRENTAL met the CW at defendant EHRENTAL's office in Brooklyn. Coconspirator Ben Haim had earlier left a voicemail message for defendant EHRENTAL to inquire whether defendant EHRENTAL had any available cash in an effort to complete the latest money laundering transaction with the CW. During the meeting with defendant EHRENTAL, a computer, cash machine and facsimile machine, as well as multiple documents were visible on or about defendant EHRENTAL's desk. The CW referred to Coconspirator Ben Haim's voicemail, and defendant EHRENTAL indicated that he remembered the CW. The CW indicated that Coconspirator Ben Haim and the CW

were looking for cash -- which the CW referred to as "gelt" -- but defendant EHRENTAL indicated that he had none available. The CW offered to bring defendant EHRENTAL a check in exchange for cash, but defendant EHRENTAL indicated that "I'm not a check casher." After the CW mentioned that the CW had picked up cash from defendant EHRENTAL before, defendant EHRENTAL replied "[m]aybe," but reiterated that "I'm not a check casher." Referring to prior transactions, defendant EHRENTAL explained that, at the direction of Coconspirator I.M., he had provided the cash to the CW.

25. Between approximately June 2007 and February 2009, defendant EHRENTAL transferred a total of more than \$300,000 to Coconspirator Ben Haim and the CW, as part of money laundering transactions.