

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 10-  
v. : 18 U.S.C. § 1956(h)  
ITZHAK FRIEDLANDER,  
(a/k/a "Isaac" Friedlander) : I N F O R M A T I O N

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

Conspiracy to Launder Money to Conceal  
Unlawful Activity

1. At all times relevant to this Information:
  - a. Defendant ITZHAK FRIEDLANDER, a/k/a/ "Isaac Friedlander," (hereinafter, "FRIEDLANDER") was a real estate investor and property manager, who worked in New Jersey.
  - b. Coconspirator Moshe Altman, a/k/a "Michael Altman," (hereinafter, "Altman") was a real estate developer and business partner with FRIEDLANDER, who was based in Hudson County and who maintained a place of business on Central Avenue in Union City, New Jersey (hereinafter, the "Business").
  - c. Coconspirator Shimon Haber (hereinafter, "Haber") was a real estate developer, who worked in New York and New Jersey.

d. Neither FRIEDLANDER, Altman, nor Haber held a license to transmit or remit money with the New Jersey Department of Banking and Insurance or the New York State Department of Banking.

e. Gmach Shefa Chaim (sometimes referred to as "Gemach Shefa Chaim") was a purported charitable organization that maintained its offices, books and records at the Business. Gmach Shefa Chaim accepted deposits from individuals and re-deposited such monies into accounts at Valley National Bank in Union City, New Jersey, among other locations, that were held in its own name. Gmach Shefa Chaim maintained books and records that tracked the financial activities of its depositors, but the financial transactions that Gmach Shefa Chaim conducted at, and recorded through, Valley National Bank otherwise were not traceable to the individuals who had deposited money with Gmach Shefa Chaim. FRIEDLANDER was a client of, and held an account with, Gmach Shefa Chaim.

f. Boyoner Gemilas Chesed (sometimes referred to as "Boyen Gimilas Chesed") was a purported charitable organization that held an account at JP Morgan Chase Bank in Newark, New Jersey and accounts at Capital One Bank in Brooklyn, New York (formerly North Fork Bank).

g. 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 an investigation conducted by the Federal Bureau of Investigation ("FBI"), the CW posed as a real estate developer interested in development in the greater Union City area. The CW represented that he did business in numerous states, including New York and New Jersey, and that the CW paid for goods and services in interstate commerce.

h. At the FBI's direction, the CW represented to FRIEDLANDER, Altman, and Haber, among other things, that the CW sought to launder money, which consisted of proceeds of unlawful activities (namely, bank fraud, trafficking in counterfeit goods, and concealment of property from a federal bankruptcy court and trustee), for purposes of, which included, but was not limited to, making corrupt payments to public officials in exchange for their official assistance in obtaining local government approvals for real estate development in New Jersey.

2. On or about March 6, 2007, FRIEDLANDER, Altman, Haber, and the CW met at the Business. During this meeting, Haber advised the CW that Altman could attempt to make corrupt cash payments on the CW's behalf to public officials in Union City in exchange for their official assistance in obtaining approvals for real estate development in Union City. Haber also advised the CW that for the purpose of making those corrupt cash payments, Altman could "clean things also," in reference to Altman's ability to launder the CW's purported proceeds from the CW's bank

fraud and bankruptcy fraud. Altman confirmed his ability to launder the CW's proceeds, stating that he used overseas "converters."

3. On or about March 28, 2007, Altman, Haber and the CW met at the Business. During this meeting, Altman negotiated the terms of the money laundering arrangement with Haber and the CW. Altman advised the CW that the CW should send CW's purported fraudulent proceeds to Gmach Shefa Chaim, and that it would take one to two weeks to launder the CW's money.

4. Pursuant to this agreement, on or about June 12, 2007, the CW met with Altman at the Business. At this meeting, Altman accepted a check from the CW for \$75,000 payable to Gemach Shefa Chaim, proceeds of which the CW represented were from bank fraud and to be concealed from the federal bankruptcy court and trustee. On or about June 26, 2007, FRIEDLANDER met the CW at the Business, and FRIEDLANDER handed the CW a bag containing approximately \$54,800 in cash, which represented a portion of the laundered funds in return for the \$75,000 check payable to Gemach Shefa Chaim on or about June 12, 2007.

5. On or about August 7, 2007, FRIEDLANDER met with the CW inside FRIEDLANDER's car in Union City. At this meeting, FRIEDLANDER directed the CW to write a check to Boyen Gimilas Chesed for the purposes of laundering the CW's money. Thereafter, on or about August 8, 2007, in Union City,

FRIEDLANDER accepted a \$50,000 cashier's check payable to Boyen Gimilas Chesed from the CW for the purposes of laundering the CW's purported proceeds from the CW's bank fraud and bankruptcy fraud.

6. On or about December 18, 2007, FRIEDLANDER and Altman met with the CW at the Business. At this meeting, Altman accepted a \$25,000 cashier's check payable to Gemach Shefa Chaim from the CW for the purposes of laundering the CW's purported proceeds from the CW's bank fraud and bankruptcy fraud.

7. On or about July 10, 2008, FRIEDLANDER and Altman met with the CW at the Business. At this meeting, the CW represented to FRIEDLANDER that the CW needed to launder monies received from the CW's purported counterfeit handbag business. In response to the CW's request, FRIEDLANDER asked the CW how much money the CW needed to "turn over," (meaning, launder) and whether the CW was willing to wait two weeks until receiving the laundered funds from FRIEDLANDER and Altman. During the same meeting, Altman accepted from the CW a \$25,000 cashier's check payable to Gemach Shefa Chaim for the purposes of laundering the CW's purported proceeds from the CW's bank fraud, bankruptcy fraud, and counterfeiting business.

8. From in or about June 2007 to in or about August 2008, in return for the approximately \$175,000 in cashier's checks (referred to in paragraphs 4 through 7) received from the CW

purported to represent the CW's bank fraud, bankruptcy fraud, and counterfeit goods trafficking proceeds, FRIEDLANDER and Altman returned approximately \$148,850 in laundered funds to the CW at the Business, with the difference (\$26,150) representing the approximately 15% laundering fee charged by FRIEDLANDER and Altman for those transactions.

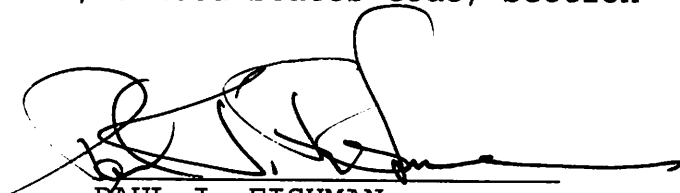
9. The checks accepted by FRIEDLANDER and Altman during the transactions set forth in this Information were deposited in accounts at Valley National Bank and JP Morgan Chase Bank, which were financial institutions engaged in interstate commerce. FRIEDLANDER, together with Altman, also used FRIEDLANDER's account at Gmach Shefa Chaim to launder the CW's proceeds referenced in this Information.

10. From in or about June 2007 to in or about August 2008, in Hudson County, in the District of New Jersey, and elsewhere, defendant

ITZHAK FRIEDLANDER

knowingly, willfully, and with intent to conceal and disguise the nature, location, source, ownership, and control of property believed to be the proceeds of specified unlawful activity, that is, bank fraud proceeds, monies concealed from a federal bankruptcy court and trustee, and proceeds from trafficking in counterfeit goods, conspired and agreed with others to conduct financial transactions affecting interstate commerce and involving the use of a financial institution engaged in interstate commerce, involving property represented to be the proceeds of specified unlawful activity and property used to conduct or facilitate 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).

A handwritten signature in black ink, appearing to read "Paul J. Fishman", written over a horizontal line.

PAUL J. FISHMAN  
UNITED STATES ATTORNEY

CASE NUMBER: 10-

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United States District Court  
District of New Jersey

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UNITED STATES OF AMERICA

v.

ITZHAK FRIEDLANDER

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**INFORMATION**

**18 U.S.C. § 1956(h)**

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PAUL J. FISHMAN  
*U.S. ATTORNEY NEWARK, NEW JERSEY*

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DUSTIN CHAO  
*ASSISTANT U.S. ATTORNEY  
NEWARK, NEW JERSEY  
(973) 645-2700*

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