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

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
v. :
THOMAS A. GREENWALD and : Mag. No. 05-
STEPHEN APPOLONIA :

I, the undersigned complainant, being duly sworn, state that the following is true and correct to the best of my knowledge and belief. From in or about November 2004 to in or about February 2005, in Monmouth County, in the District of New Jersey, and elsewhere, defendants THOMAS A. GREENWALD and STEPHEN APPOLONIA did:

knowingly and willfully conspire to conduct and attempt to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, specifically, the extortionate extension of credit, 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.

Mark P. Calnan, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

March 9, 2005, at Newark, New Jersey

HONORABLE MADELINE COX ARLEO
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

Attachment A

I, Mark P. Calnan, 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 defendants.

1. Defendant THOMAS A. GREENWALD is a Councilman in Far Hills Borough, New Jersey and has held that position at all times relevant to this Complaint. He was also appointed the Police Commissioner for Far Hills Borough in January 2005.

2. Defendant STEPHEN APPOLONIA is a co-owner of International Trucks of Central Jersey ("ITCJ"), the offices of which are based in Howell, New Jersey and Hillside, New Jersey. ITCJ sells International trucks and vehicles to various municipalities in Monmouth County and elsewhere.

3. At all times relevant to this Complaint, a cooperating witness ("CW") held himself out as someone involved in construction work and illegal loansharking. At all times relevant to this Complaint, two law enforcement officers acting in an undercover capacity ("UC-1" and "UC-2," or collectively the "UCs") held themselves out as employees of CW's company involved in construction work and illegal loansharking.

4. On or about November 3, 2004, defendant STEPHEN APPOLONIA met with UC-1 and UC-2 as well as a Monmouth County official (hereinafter "Public Official-1") at the offices of ITCJ in Howell, New Jersey. During the conversation, which was recorded on audiotape, defendant APPOLONIA agreed to launder \$25,000 in money which the UCs represented to be the proceeds of loansharking. The UCs agreed to provide \$25,000 in cash in return for checks totaling \$22,500, thereby providing defendant APPOLONIA with a 10% fee for laundering the loansharking proceeds. The UCs and defendant APPOLONIA agreed to complete the deal two days later.

5. On or about November 5, 2004, defendant STEPHEN APPOLONIA met the UCs at the offices of ITCJ in Howell, New Jersey. The meeting was recorded on audiotape and videotape. At that time, the UCs provided APPOLONIA with \$25,000 in cash which was represented to be loansharking proceeds. Defendant APPOLONIA gave the UCs three checks totaling \$22,500 in exchange for the cash.

6. On or about November 11, 2004, defendant STEPHEN APPOLONIA, defendant THOMAS A. GREENWALD, UC-1 and UC-2 met at a restaurant in Howell, New Jersey. Defendant APPOLONIA had

previously informed the UCs that he had a friend, later identified as defendant GREENWALD, who wished to launder the UCs' loansharking proceeds. During the meeting, which was recorded on both videotape and audiotape, defendant GREENWALD accepted \$20,000 in cash from the UCs and provided the UCs with a check for \$18,000. Defendant GREENWALD explained that he had excess income from the recent sale of his business and wished to avoid having to pay taxes on this money, noting that "I just got through with the business, and I can use some write-offs." Defendant GREENWALD explained that the fraudulent invoice that the UCs should create for him to justify the check GREENWALD had just written out should indicate that the check he had provided was for "site work in the rear of the property." Defendant APPOLONIA suggested that the invoice should include a reference for work performed involving "paving" and "stones," but GREENWALD rejected these ideas so that he could use such references for future fraudulent invoices on subsequent money laundering transactions in which they would engage with the UCs. Subsequently, defendant APPOLONIA indicated that he was to receive a \$1,000 referral fee for setting up the laundering deal. Defendant APPOLONIA then explained that for future money laundering deals involving GREENWALD, the ten percent commission would be divided between APPOLONIA and GREENWALD, with APPOLONIA receiving three percent and GREENWALD receiving seven percent.

7. On or about December 23, 2004, defendant STEPHEN APPOLONIA spoke with UC-1 in a recorded telephone conversation during which he informed UC-1 that defendant THOMAS A. GREENWALD had a 90-day window to complete the money laundering transactions which had begun with the UCs the month before. Defendant APPOLONIA also indicated that the amount that defendant GREENWALD wished to launder with the UCs "has increased tremendously" and in fact had "tripled." Defendant APPOLONIA inquired whether the UCs would be able to launder that amount, and UC-1 indicated that it would not pose a problem. UC-1 and defendant APPOLONIA agreed to discuss the matter further after the holidays.

8. On or about January 13, 2005, defendant STEPHEN APPOLONIA met with UC-1 at a restaurant in Freehold, New Jersey. During the ensuing audiotaped conversation, defendant APPOLONIA explained that defendant GREENWALD wished to launder more than \$700,000 with the UCs, and that he wished to launder \$100,000 on January 17, 2005. Defendant APPOLONIA explained that defendant GREENWALD wished to launder \$100,000 per week with the UCs. In addition, defendant APPOLONIA explained that defendant GREENWALD wanted the UCs to take pictures of their heavy equipment at GREENWALD's place of business so that GREENWALD could show the photos to the Internal Revenue Service if IRS agents questioned the legitimacy of his claimed business expenses.

9. On or about January 17, 2005, defendant STEPHEN APPOLONIA and defendant THOMAS A. GREENWALD met the UCs at a restaurant in Freehold, New Jersey. During that meeting, which was recorded on audiotape and videotape, the UCs gave defendant

GREENWALD \$100,000 in cash and GREENWALD provided them with a check dated December 20, 2004 from his company, Pro Tank Service, in the amount of \$93,000. Defendant GREENWALD also instructed the UCs that he would need a fraudulent invoice in the amount of \$326,450.00 and provided them with a piece of paper detailing what that invoice should state regarding services allegedly performed by the UCs' business. After defendant GREENWALD departed, the UCs gave defendant APPOLONIA \$3,000 in cash as his portion of the commission for the money laundering transaction.

10. On or about January 20, 2005, defendants THOMAS A. GREENWALD and STEPHEN APPOLONIA met UC-1 and UC-2 at a restaurant in Marlboro, New Jersey to consummate a \$50,000 money laundering transaction. The meeting was recorded on both audiotape and videotape. During the meeting, the UCs provided \$50,000 in cash to defendant GREENWALD, and defendant GREENWALD gave the UCs a check dated January 20, 2005 from Pro Tank Services in the amount of \$46,500. The UCs also gave defendant GREENWALD a fraudulent invoice dated December 31, 2004 in the amount of \$326,450.00 which the UCs had created at GREENWALD's direction, and, after inspecting the invoice, GREENWALD expressed his satisfaction by remarking "good . . . great." Upon the conclusion of the meeting, UC-1 gave defendant APPOLONIA \$1,500 as his portion of the commission for the money laundering deal. After defendant APPOLONIA had departed, defendant GREENWALD inquired whether the UCs would be willing to collect a debt of approximately \$10,000 which was owed to him by an individual he described as a "builder." Defendant GREENWALD explained that this builder was effectively "judgment proof" and asked whether the UCs would be interested in collecting the debt. After UC-1 replied that he would have "to run that by the boss," GREENWALD explained that the "last time I did that years ago, they whacked the guy with a baseball bat and the guy had, like, a stutter for the rest of his life." When UC-1 asked defendant GREENWALD who he had hired for this prior collection, GREENWALD responded that it had been "some guy out of prison," and noted that it "wasn't too professional." Defendant GREENWALD explained that "I think the guy owed me, like, 10 or 12 [thousand], and it cost me, like, 2500, 3000, or something like that." Defendant GREENWALD stated that "I felt bad for the guy," and repeated that the person he had hired had not handled the collection in a professional manner.

11. On or about February 4, 2005, defendants THOMAS A. GREENWALD and STEPHEN APPOLONIA met UC-1 and UC-2 at a restaurant in Howell, New Jersey to complete another money laundering transaction of \$100,000. The meeting was recorded on both audiotape and videotape. Upon receiving the \$100,000 in purported loansharking proceeds, defendant GREENWALD provided two checks totaling \$93,000. One check, which was dated December 23, 2004, was drawn on Pro Tank Services in the amount of \$75,000. The other check, which was dated October 17, 2004, was drawn upon Ken-Mark Property, L.L.C., a company with the same address as Pro Tank Services. Defendant GREENWALD also provided the UCs with a

handwritten note setting forth what he needed the fraudulent invoice that the UCs would prepare to set forth regarding the purported construction work performed by the UCs. Defendant APPOLONIA was provided with \$3,000 as his fee for the money laundering transaction.

12. On or about February 16, 2005, defendants THOMAS A. GREENWALD and STEPHEN APPOLONIA met UC-1 and UC-2 at a restaurant in Freehold, New Jersey to complete another money laundering transaction of \$100,000. This meeting was recorded on videotape and audiotape. During the meeting, UC-1 and UC-2 provided GREENWALD with \$100,000 in cash in exchange for a check from Pro Tank Services totaling \$93,000. After noticing several security cameras maintained by the restaurant, defendant GREENWALD directed the UCs to give him the cash outside the restaurant. After the UCs complied with GREENWALD's wish, the UCs gave defendant APPOLONIA \$3,000 in cash as his portion of the fee for laundering the alleged loansharking proceeds. After defendant APPOLONIA had departed, defendant GREENWALD spoke with the UCs and informed them that he had a property worth approximately \$5,000,000 in Union, New Jersey for which he already had a buyer. Defendant GREENWALD proposed that CW purchase the property as a means to launder additional money. Specifically, GREENWALD suggested that the documented purchase price would be \$2,000,000. CW would then provide GREENWALD with an additional \$3,000,000 in cash on which GREENWALD would not pay taxes. CW would in turn sell the property to GREENWALD's buyer for \$5,000,000, thereby "legitimizing" \$3,000,000 of CW's illegal proceeds.