



mail to Maryland from the Southern District of New York and elsewhere.

(Title 18, United States Code, Sections 1341 and 2.)

COUNT TWO  
(Wire Fraud)

2. From at least in or about 2004, up to and including in or about 2010, in the Southern District of New York and elsewhere, MENACHEM YOULUS, the defendant, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, through a scheme involving falsified representations and inflated invoices, YOULUS fraudulently obtained and misappropriated funds from the Save a Torah charity and its contributors, and in furtherance of the scheme, YOULUS sent and caused others to send interstate email communications.

(Title 18, United States Code, Sections 1343 and 2.)

The bases for my knowledge and the foregoing charges are, in part, as follows:

3. I am a Postal Inspector with the USPIS, and, beginning in or about 2010, I have been involved personally in a particular investigation. I am familiar with the facts and circumstances set forth below from my participation in the investigation, including interviews I have conducted, my examination of reports and records, and my conversations with law enforcement officers and other individuals. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all of the facts I have learned during the course of my investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, unless noted otherwise.

4. As detailed below, in the course of this investigation, I have learned that beginning in at least 2004, MENACHEM YOULUS, the defendant, engaged in a scheme to defraud the Save a Torah charity ("Save a Torah" or "the charity") and its contributors. YOULUS executed the scheme in the following ways, among others: (1) YOULUS told fabricated, untrue accounts of having "rescued"

Single-handedly [Rabbi Youlus] started his expeditions that led him to remote destinations all over the world. . . . He put himself at great personal and financial risk to run his missions. His missions have taken him deep into Russia, the Ukraine, Romania, Poland and deep in to the heartland of Eastern Europe. . . . He has been dubbed as the present day Jewish "Indiana Jones." He has been beaten up, thrown in jail, and gone \$175,000 into debt, to bring these holy scrolls out of less-than-friendly places, back to safety and a new life.

Similarly, in connection with a Torah dedication that YOULUS performed in 2004, YOULUS himself wrote: "I guess you could call me the Jewish Indiana Jones."

d. In addition to being a founder of Save a Torah, and its focal point, YOULUS served as a member of the charity's board of directors from at least in or about February 2006 through at least in or about 2009. President-1 was at all relevant times the president of the charity.

e. YOULUS was paid by Save a Torah for all costs that he reported having incurred in connection with the acquisition and repair of the purportedly rescued Torahs. From my review of the relevant documents, and bank records, I know that YOULUS received those payments generally through the following process: (1) YOULUS informed Save a Torah that he had rescued a particular Torah and repaired it through the Jewish Bookstore; (2) YOULUS provided Save a Torah with a handwritten invoice on Jewish Bookstore letterhead for the amount Save a Torah was to pay for such Torah. Those invoices were brief and generally devoid of detail; (3) Save a Torah paid, by check to the Jewish Bookstore, the amount requested by YOULUS for the Torah; and (4) YOULUS deposited Save a Torah's check into a bank account in the name of the Jewish Bookstore on which YOULUS was a signatory (the "JBS Bank Account"). During the time period relevant to this Complaint, Save a Torah paid over \$1 million to the Jewish Bookstore in this manner.

f. From my review of credit card and bank records, and the records of a particular private school, I know that during the time period relevant to this complaint, YOULUS received hundreds of thousands of dollars in funds from the JBS Bank Account, and used additional JBS Bank Account funds for personal expenses. In particular, during this time period,

Torahs<sup>1</sup> that had been lost or hidden during the Holocaust and other times of Jewish persecution around the world, and then used those fabricated accounts as a platform for soliciting contributions to Save a Torah; (2) YOULUS submitted falsely inflated and doctored invoices to Save a Torah to increase the amount of reimbursements he received in connection with the purportedly "rescued" Torahs; and (3) YOULUS embezzled at least \$145,000 of contributors' donations to the charity by diverting them into his personal bank accounts without the knowledge or authorization of Save a Torah or the contributors.

#### Background on Save a Torah

5. During this investigation, I have reviewed records of Save a Torah, and have spoken with certain current and former Save a Torah representatives. From these sources, and from certain sources set forth more specifically below, I have learned:

a. At all times relevant to this Complaint, MENACHEM YOULUS, the defendant, lived in Maryland, and owned and/or operated a business called the Jewish Bookstore, which was located in Wheaton, Maryland. The Jewish Bookstore sold Torahs, among other things.

b. Beginning in approximately 2004, YOULUS and another individual ("President-1") founded Save a Torah as a non-profit organization that solicited charitable donations in support of its publicly stated mission to rescue Torahs, that is, to "locate and acquire Torahs which survived the Holocaust or had been taken from Jewish communities in other locations throughout the world," and "to inspect, repair and restore these Torahs. . . so that they can be resettled in communities in need of a Torah. . . ." (Save a Torah website, <http://www.saveatorah.org>, last visited July 20, 2011). During the time period relevant to this Complaint, Save a Torah raised over \$1.2 million in contributions.

c. YOULUS held himself out as a Jewish "Indiana Jones," the iconic adventurer-archaeologist from "Raiders of the Lost Ark" and other movies. For example, in or about 2005, Save a Torah's application to become a charity listed on the federal government's Combined Federal Campaign featured the following description of YOULUS:

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<sup>1</sup> Torahs are Hebrew Bibles written on parchment scrolls.

YOULUS personally received over \$344,000 in checks from the JBS Bank Account, and over \$90,000 in additional funds were paid out of the JBS Bank Account to a particular private school in tuition payments for YOULUS's children and the children of YOULUS's relative. In addition, during this time period, over \$200,000 of JBS Bank Account funds were used to make payments on a credit card that was issued in the name of the Jewish Bookstore, but on which YOULUS was the only authorized signatory, and which appears to have been used significantly for personal expenses, including charges for retail goods, meals, and health care.

g. From my review of documents and interview of witnesses, it appears that YOULUS generally did not provide, and was generally not asked to provide, Save a Torah with any documentation in support of any claim he made as to the origin of the purportedly rescued Torahs, the location or condition in which any such Torah was allegedly found, the circumstances in which YOULUS acquired any such Torah, or any detailed account of YOULUS's purported costs or expenses of acquiring or repairing any such Torah. In addition, YOULUS did not normally physically provide any Torahs to Save a Torah; rather, YOULUS typically informed Save a Torah that he had rescued a particular Torah and then, after receiving payment for that Torah from the charity, YOULUS maintained that Torah at the Jewish Bookstore until it was provided, through the charity, to a particular synagogue, congregation, or contributor.

h. Save a Torah then donated or sold the Torahs that YOULUS had purportedly rescued to Jewish synagogues, congregations, and contributors. As discussed below, the recipients of the Torahs relied upon YOULUS's representations about the origins of the purportedly rescued Torahs, which made the Torahs historically, spiritually, and emotionally significant to the recipients. Indeed, the donation of the purported rescued Torahs were often marked by special ceremonies, and YOULUS used the publication of such events to solicit additional charitable contributions to Save a Torah.

**Statements Concerning YOULUS's Purported  
Lack of Profit From His Work for Save a Torah**

6. Based on my review of Save a Torah records, among other things, I know the following:

a. At all times relevant to this Complaint, Save a Torah petitioned for, and received, federal tax exempt-status under Title 26, United States Code, Section 501(c)(3), on the grounds that, among other things, it complied with that statute's

requirement that no founders or members of the Board of Directors of the charity received any profit from their position.

b. From in or about 2006, when MENACHEM YOULUS, the defendant, became a member of its Board of Directors, until at least in or about 2009, Save a Torah submitted annual filings on Form 990 to the Internal Revenue Service in which it explicitly stated, among other things, that YOULUS did not receive any compensation or other financial allowances from the charity.

c. At all times relevant to this Complaint, YOULUS and others acting on behalf of Save a Torah informed potential donors, in writing, email, video, and by other means, that YOULUS did not receive any compensation for his work on behalf of the charity. For example:

(i) In a letter in or about 2008 to a potential donor ("Contributor-1") soliciting a substantial donation, President-1 stated, among other things, that YOULUS "does not receive any salary or compensation for his efforts."

(ii) In a promotional video featuring YOULUS that was produced by Save a Torah and posted in or about 2007 on the charity's website (the "Save a Torah Promotional Video"), a contributor ("Contributor-2") stated, on behalf of Save a Torah, that YOULUS "is doing a selfless job . . . and not deriving personal benefit from this at all."

(iii) In an email to a particular private school in or about July 2007, YOULUS stated that "Save a Torah does not pay me a penny."

(iv) In an email to reporters who were preparing to write an article about Save a Torah for a national newspaper in or about 2009, President-1 wrote, among other things, that YOULUS provides "his time for no fee," that "it is a selfless, tireless effort with no monetary reward," and that YOULUS is merely "reimbursed" for his payment "for all upfront costs to acquire, rescue and repair a Torah."

#### Youlus's False Accounts of Torah "Rescue"

7. As detailed below, the Government's investigation has determined that MENACHEM YOULUS, the defendant, fabricated accounts of purported Torah rescue in order to induce others to give money to Save a Torah, much of which YOULUS then personally pocketed. Examples of YOULUS's fabricated accounts include, but are not limited to, his accounts of the "Auschwitz Torah," the

"Bergen-Belsen Torah," and the "Iraqi Torah," as set forth in the following paragraphs.

#### The "Auschwitz Torah"

8. Based on my review of Save a Torah records, emails, and publicly available documents, I know that in or about mid-2007, MENACHEM YOULUS, the defendant, claimed that three years earlier, in 2004, he had located a Torah that was long rumored to have been hidden by Jewish people in Auschwitz, Poland, just before they were killed by the Nazis during World War II (the "Auschwitz Torah"). As reported in a national newspaper, YOULUS claimed (i) that he found the Auschwitz Torah, with the exception of four missing portions, in the town of Auschwitz, Poland, inside a metal box that YOULUS located and unearthed using a metal detector in 2004, after failing to find it during a similar trip several years earlier; and (ii) that YOULUS thereafter obtained the remaining portions of the Auschwitz Torah in Auschwitz from a local priest who purportedly told YOULUS that each of four Jewish people had carried one portion of the Torah into the Auschwitz concentration camp during World War II and, shortly before being murdered there, had entrusted that panel to the priest (himself a prisoner in the concentration camp at the time, having been born Jewish), who had saved those four portions and died after providing them to YOULUS.<sup>2</sup>

9. Based on my review of Save a Torah records, bank records, and publicly available documents, and from speaking with Contributor-1, I know that thereafter, also in or about mid-2007, MENACHEM YOULUS, the defendant, and President-1 spoke with Contributor-1 about the possibility of Contributor-1 purchasing the Auschwitz Torah and making a contribution to Save a Torah. YOULUS subsequently mailed to Contributor-1's place of business, certain maps allegedly handwritten by survivors of the Auschwitz concentration camp, and other documents (the "Auschwitz Documents") which, according to YOULUS, were documents belonging

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<sup>2</sup> In a letter to Contributor-1 in August 2007, YOULUS gave a different account of how he acquired the Auschwitz Torah, claiming to have "collected, one at a time, pieces of this Torah, mostly from Gentiles [i.e., non-Jewish people] who acquired them from the Jews who did not survive. . . but all I had were small bits and pieces"; and then later to have unearthed in Auschwitz "two Torah scrolls, one nearly whole and another that was missing the exact portions that I held in my possession." Nevertheless, in both of these accounts, YOULUS claimed to have personally found the Auschwitz Torah in Auschwitz.

to YOULUS that corroborated YOULUS's claims about the location and circumstances in which YOULUS found the Auschwitz Torah.<sup>3</sup> On the basis of YOULUS's claims, Contributor-1 paid approximately \$32,000 directly to the Jewish Bookstore to purchase the Auschwitz Torah, which Contributor-1 donated in or about April 2008 to a synagogue ("Synagogue-1") in New York, New York. Synagogue-1 subsequently held a large ceremony in honor of the purported resettlement of the Auschwitz Torah (the "Synagogue-1 Ceremony").

10. Based on my review of Save a Torah records, and from speaking with Contributor-1, among other things, I know that shortly after the Synagogue-1 Ceremony, President-1 and MENACHEM YOULUS, the defendant, sent letters to Contributor-1 seeking, in light of the successful Synagogue-1 Ceremony, a donation from Contributor-1 of at least \$250,000 to Save a Torah, of which, they stated, \$150,000 would be paid directly to YOULUS based on claims that YOULUS had gone into significant personal debt in order to rescue certain Torahs for the charity. These claims, which are set forth more fully in paragraphs ~~32-33~~<sup>32-33</sup> of this Complaint, were false, as I know from the sources set forth in those paragraphs, that not only YOULUS was not in personal debt at that time, but he was also continuing to profit illicitly from fraudulent invoices he submitted to Save a Torah, and from the embezzlement of contributor funds. Contributor-1 did not make the \$250,000 donation sought by President-1 and YOULUS. C

11. In truth and in fact, and as MENACHEM YOULUS, the defendant, well knew, YOULUS's claims about finding the Auschwitz Torah, and the history of the Torah provided to Synagogue-1, were false, which I know based on the following:

a. I have spoken with a Holocaust historian ("Historian-1") and reviewed certain emails involving Historian-1, from which I learned, among other things, the following:

(i) In or about mid-2007 (i.e., approximately the time when YOULUS began claiming that he had located the Auschwitz Torah three years earlier, in 2004, as set forth above), Historian-1 met YOULUS in Chevy Chase, Maryland (the "2007 Meeting") and described to YOULUS his unsuccessful efforts to locate the Auschwitz Torah in 2004 at Auschwitz. YOULUS

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<sup>3</sup> I know from speaking with and reviewing documents provided by Contributor-1 that a package containing any such Auschwitz Documents appears to have been received, but mistakenly lost upon receipt, at Contributor-1's place of business.



expressed great interest in Historian-1's efforts and, while asking Historian-1 many questions, claimed to be engaged in the same such as-of-yet unsuccessful effort.

(ii) At or about the time of the 2007 Meeting, YOULUS asked Historian-1 if YOULUS could review certain documents and materials concerning Historian-1's unsuccessful efforts to locate the Auschwitz Torah in 2004. Historian-1, in response, provided YOULUS with the Auschwitz Documents, which belonged to Historian-1. YOULUS later informed Historian-1 that certain donors affiliated with YOULUS had lost Historian-1's Auschwitz Documents.

(iii) Subsequently, in or about mid-2008, Historian-1 read a newspaper article describing the Synagogue-1 Ceremony and YOULUS's claim to have found the Auschwitz Torah in 2004 in Auschwitz. Thereafter, Historian-1 sent an email to YOULUS asking YOULUS, in sum and substance, to explain why, during their 2007 Meeting, YOULUS had acted very interested in Historian-1's unsuccessful efforts to locate the Auschwitz Torah in 2004 at Auschwitz, and why YOULUS had also stated during the 2007 Meeting that YOULUS himself was engaged in the same such effort if, as reported in the newspaper article, YOULUS had found the Auschwitz Torah three years earlier, in 2004, at Auschwitz.

(iv) In a responsive email to Historian-1, YOULUS claimed that during their 2007 Meeting, YOULUS was forced to pretend that he had not already found the Auschwitz Torah because, at the time, Contributor-1 had made YOULUS promise not to disclose YOULUS's prior discovery of the Auschwitz Torah to anyone. YOULUS further claimed that Contributor-1 was "very secretive" and that while YOULUS had asked "[Contributor-1's] permission countless times" to tell Historian-1 of YOULUS's 2004 discovery, Contributor-1 refused to allow YOULUS to disclose the discovery.

b. I have spoken with Contributor-1 concerning YOULUS's claim that Contributor-1 had prohibited YOULUS from disclosing the purported discovery of the Auschwitz Torah. From these discussions, I know that Contributor-1 never prohibited YOULUS from making any such disclosure.

c. Separately, I have reviewed records of the U.S. Department of Homeland Security, Immigration and Customs Enforcement ("ICE"), which reflect that during the entire year 2004, YOULUS took one two-week trip to Israel, and did not travel to Poland or any other international destination.

### The "Bergen-Belsen Torah"

12. In or about 2007, in the Save a Torah Promotional Video, Contributor-2 described YOULUS's purported discovery of a Torah that was allegedly hidden during World War II under the floor of a barracks at the Bergen Belsen concentration camp in Germany (which I know, from reviewing publicly available documents, is now a national memorial museum) (the "Bergen-Belsen Torah"). As described by Contributor-2 in the Save a Torah Promotional Video, during a visit to Bergen-Belsen, YOULUS "literally fell into a hole in the corner of the floorboards" and "felt something strange" where, after hours of subsequent digging, the Bergen-Belsen Torah was discovered. From speaking with Contributor-2, I know that Contributor-2's statements in the Save a Torah Promotional Video about YOULUS's discovery of the Bergen Belsen Torah were based on statements that YOULUS made to Contributor-2 about that purported discovery.

13. Based on my review of bank and business records, and from speaking with Contributor-2, I know that in or about 2004, the Bergen-Belsen Torah was purchased from Save a Torah by an individual on Contributor-2's behalf for approximately \$12,000, and that Save a Torah provided that entire amount to the Jewish Bookstore. At or about that time, YOULUS claimed to Contributor-2 that YOULUS found the Bergen-Belsen Torah in 2002.

14. In truth and in fact, and as MENACHEM YOULUS, the defendant, well knew, YOULUS's claims about finding the Bergen-Belsen Torah were false, as was the historical account of that Torah which YOULUS provided to Contributor-2. The evidence upon which I have reached this conclusion includes the following:

a. In or about 2011, I communicated with the official historian of the Bergen-Belsen Memorial Museum ("Historian-2"), who informed me, in sum and substance, that the barracks at the Bergen-Belsen concentration camp (i.e., where YOULUS claimed to have fallen through the floor and discovered the Bergen-Belsen Torah) were completely destroyed by the British Army several weeks after the camp was liberated at the end of World War II. Historian-2 further informed me that s/he had previously viewed the Save a Torah Promotional Video and informed YOULUS by email of this fact, but YOULUS never responded.

b. Based upon my review of ICE records, and contrary to his claim to have discovered the Bergen-Belsen Torah in Germany in 2002, YOULUS did not travel internationally at any time between early 2001 and August 2004.

### The "Iraqi Torah"

15. From my review of newspaper articles, the records of Save a Torah and a particular synagogue located in Maryland ("Synagogue-2"), I know that in or about 2007, MENACHEM YOULUS, the defendant, claimed to have recovered a 400 year-old Torah from Mosul, Iraq (the "Iraqi Torah"). In particular, YOULUS claimed that in early 2007, during a brief lull in active fighting during the war in Iraq, members of the United States Army's 82nd Airborne Division (the "82nd Airborne") found the Iraqi Torah in an abandoned building in Mosul. YOULUS further claimed that the Army contacted YOULUS to inform him of the discovery, and that YOULUS thereafter arranged for the Iraqi Torah to be brought in pieces to the United States, where YOULUS claimed to have overseen its extensive restoration over a period of weeks.

16. Based on my review of Save a Torah and bank records, I know that after claiming to have recovered the Iraqi Torah, MENACHEM YOULUS, the defendant, asked Save a Torah to purchase it from YOULUS for \$22,000 which, according to YOULUS, included the purported \$13,000 that YOULUS paid to acquire the Iraqi Torah from an unspecified source, and an additional \$9,200 in alleged restoration and maintenance costs. Save a Torah paid the entire amount requested by YOULUS, of which over \$21,000 was contributed by Synagogue-2, which subsequently received the Iraqi Torah from Save a Torah. Synagogue-2 subsequently held at least one community event, attended by YOULUS, at which YOULUS described the 82nd Airborne's purported discovery of the Iraqi Torah.

17. In truth and in fact, and as MENACHEM YOULUS, the defendant, well knew, YOULUS's claims about the 82d Airborne's discovery of the Iraqi Torah, and the history of the Torah provided to Synagogue-2, were false, which I know, in part, based upon the following:

a. I have spoken with a representative of the 82nd Airborne, who informed me that the 82nd Airborne was not present in Mosul, Iraq, in March 2007 or any of the several months surrounding March 2007.

b. I have reviewed certain records of an interview of YOULUS by a U.S. Army investigator (the "U.S. Army Investigator") in late 2007 concerning the purported Iraqi Torah. Based on this review, I know that during the interview, YOULUS, in sum and substance, provided a completely different account than he had previously provided to Synagogue-2 and the press about how he acquired the alleged Iraqi Torah. In particular, YOULUS claimed

that he had obtained the Iraqi Torah not in 2007, but approximately 15 years earlier (i.e., in or around 1992), and that he did so not through the U.S. Army, but rather through a contractor working in Mosul whose name YOULUS claimed to be unable to recall.

c. I have reviewed records of an interview of YOULUS by agents from Immigration and Customs Enforcement ("ICE") in early 2008, just 3 months after his interview by the U.S. Army Investigator. From that review I know that during the ICE interview YOULUS, in sum and substance, provided yet another different account of the alleged recovery of the Iraqi Torah. In particular, during this interview:

(i) YOULUS claimed that in or about 1991, during the first Persian Gulf War, YOULUS was contacted by a now-deceased member of the Iraqi Government (the "Unidentified Iraqi Official"), who informed YOULUS of the existence of the Iraqi Torah in Mosul, but whose name YOULUS claimed to be unable to recall;

(ii) YOULUS stated that the Unidentified Iraqi Official, on YOULUS's behalf, subsequently sent the Iraqi Torah to YOULUS's friend in Israel, whose name YOULUS also claimed to be unable to recall (the "Unidentified Friend");

(iii) YOULUS stated that approximately 13 years earlier (i.e. in or about 1994), YOULUS traveled to Israel and retrieved the Iraqi Torah from YOULUS's Unidentified Friend, whereupon YOULUS spent the next five or six years restoring the Iraqi Torah in the United States;

(iv) YOULUS admitted that he did not, at any time, have any contact with any member of the U.S. Army concerning the Iraqi Torah; and

(v) YOULUS claimed to have traveled to Iraq in 1994 to meet with two Jewish community members.

d. Based upon my review of ICE records from approximately 1991 to 2011, as set forth above, I know that, contrary to his statements to the ICE agents set forth above, MENACHEM YOULUS, the defendant, did not travel to either Israel or Iraq in or about 1994. In fact, the ICE records which I have reviewed reflect no travel by YOULUS to Iraq at any time, and no international travel between at least mid-1991 and early 1996.

### YOULUS's Self-Enrichment Through Fraud on Save a Torah

18. As detailed below, MENACHEM YOULUS, the defendant, financially enriched himself through the fraud he perpetrated on Save a Torah and its contributors. Among other things: (i) YOULUS submitted doctored and inflated invoices to Save a Torah, and thereby obtained reimbursement for supposedly "rescued" Torahs which were actually Torahs having nothing to do with the Holocaust, which YOULUS purchased from U.S.-based Torah dealers; (ii) YOULUS billed and obtained reimbursement from Save a Torah for fake travel expenses; (iii) YOULUS embezzled at least \$145,000 in charitable donations by depositing those donations into his own bank accounts without reporting the donations to Save a Torah; and (iv) YOULUS obtained hundreds of thousands of additional dollars from Save a Torah by falsely representing that he had gone into debt to find and acquire "rescued" Torahs.

#### **A. YOULUS's Fraudulent Invoices to Save a Torah, Misrepresenting the Origin and Cost of Torahs**

19. Based on Save a Torah records which I have reviewed, and from speaking with two U.S.-based Torah dealers ("Torah Dealer-1" and "Torah Dealer-2"), I know that at least some of the purportedly "rescued" Torahs for which MENACHEM YOULUS, the defendant, sought reimbursement from Save a Torah, were in fact Torahs that YOULUS had purchased from Torah Dealer-1 and Torah Dealer-2.

20. During separate interviews, Torah Dealer-1 and Torah Dealer-2 each told me, in sum and substance, the following:

a. Torah Dealer-1 and Torah Dealer-2 each have had business dealings with YOULUS and/or the Jewish Bookstore during which they sold Torahs to YOULUS.

b. Torah Dealer-1 and Torah Dealer-2 deal in new and used Torahs which they typically obtain from other Torah dealers or from synagogues in the United States or Israel.

c. Neither Torah Dealer-1 nor Torah Dealer-2 has ever sold, or claimed to sell, to YOULUS (or to anyone else) Torahs that were lost or hidden during the Holocaust or other times of Jewish persecution.

21. The following is one example of how MENACHEM YOULUS, the defendant, purchased a Torah from one of these private Torah dealers, and then submitted a fraudulent invoice to Save a Torah falsely claiming that the Torah had been rescued from the

"Russian-German Holocaust," and falsely inflating the costs associated with that Torah's acquisition:

a. Based upon my review of Save a Torah records, documents provided by Torah Dealer-1, and my interview of Torah Dealer-1, I know that in or about early 2007, YOULUS purchased a Torah from Torah Dealer-1 which, according to the invoice issued to YOULUS by Torah Dealer-1, was a used "Sephardic Torah" that was 52 cm in size (the "Sephardic Torah Invoice"). According to the Sephardic Torah Invoice, YOULUS acquired the Sephardic Torah from Torah Dealer-1 for \$5,200, including the purchase price of \$4,000, and \$1,200 in repair costs incurred by Torah Dealer-1.

b. After receiving the Sephardic Torah from Torah Dealer-1, YOULUS submitted a bill to Save a Torah for that Torah, seeking reimbursement. YOULUS's bill to Save a Torah included a fraudulently altered version of the Sephardic Torah Invoice (the "Forged Sephardic Torah Invoice"). The Forged Sephardic Torah Invoice purports to have been issued by Torah Dealer-1 for the Sephardic Torah, and reflects Torah Dealer-1's name and address at the top of the document, but does not otherwise resemble the Sephardic Torah Invoice in form or substance. Among other things, the Forged Sephardic Torah Invoice reflects a much greater purported cost for that Torah, namely, a purported cost of \$13,000, plus an additional \$3,900 in purported repair costs, plus an additional \$947 in purported "computer scanning" and transportation costs, for a total of \$17,847 purportedly owed to Torah Dealer-1 for the Sephardic Torah - more than three times the actual cost billed to YOULUS. In addition, unlike the Sephardic Torah Invoice, which does not reference the purported origin of the Sephardic Torah or require any signature by its recipient, the Forged Sephardic Torah Invoice describes the purported origin of the Sephardic Torah as "Russian-German Holocaust" and, above the printed words "received by," contains YOULUS's signature (which I recognize based on my experience in this investigation).

c. From reviewing Save a Torah and bank records, I know that after receiving the Forged Sephardic Torah invoice from YOULUS, Save a Torah paid Torah Dealer-1, by check, the entire amount requested in that invoice, plus an additional \$500 that YOULUS claimed was owed to Torah Dealer-1 by Save a Torah (the "\$18,347 Check").

d. From reviewing Torah Dealer-1's emails, and speaking with Torah Dealer-1, I know that after receiving the \$18,347 Check, Torah Dealer-1 sent an email to YOULUS confirming, in sum and substance, that the \$18,347 Check covered an

outstanding debt that YOULUS had to Torah Dealer-1 for certain Torahs that YOULUS had previously acquired from Torah Dealer-1, including \$11,000 for a "new Torah," and over \$6700 for another "small Torah", leaving YOULUS with a \$647 credit with Torah Dealer-1. From speaking with Torah Dealer-1, I know that Torah Dealer-1 does not believe that either of these Torahs is the Sephardic Torah that Torah Dealer-1 had also previously sold to YOULUS.

e. I have shown the Forged Sephardic Torah Invoice to Torah Dealer-1, who stated, in sum and substance, and among other things, that the Forged Sephardic Torah Invoice does not resemble the format of any invoice he has used; that his invoices do not require the recipient's signature or a statement as to who the Torah was "received by"; that he never claimed to be providing YOULUS with any Torah that was lost or hidden during the Holocaust; and that he does not believe that he ever sold YOULUS a used Torah that cost \$13,000.

#### **B. YOULUS's Reimbursement for Fake Travel Expenses**

22. Based on my review of Save a Torah and bank records, and from speaking with a representative of Save a Torah, I know that in or about mid-2008, MENACHEM YOULUS, the defendant, informed Save a Torah, by email, that a \$3,600 donation to the charity from a particular donor ("Contributor-3") was intended by that donor to be provided to YOULUS as "reimbursement for a trip to Russia." Save a Torah subsequently provided, by check to the Jewish Bookstore, the entire \$3,600 "reimbursement" amount requested by YOULUS.

23. I have spoken with Contributor-3, who informed me, in sum and substance, that - contrary to the claim made by MENACHEM YOULUS, the defendant - his/her \$3,600 donation to Save a Torah was not intended to be provided to YOULUS as reimbursement for any trip to Russia, but instead was intended as a general donation to Save a Torah.

24. I know, based upon my review of such records, that ICE records reflect that since 2005, MENACHEM YOULUS, the defendant, has not left the United States.

#### **C. YOULUS's Embezzlement of at Least \$145,000 in Charitable Donations by Diverting Checks to his Own Bank Accounts**

25. From reviewing bank records, speaking with Save a Torah representatives, and speaking with, and reviewing documents provided by, Save a Torah contributors, I know that between

approximately June 2004 and December 2009, without notice to, or authorization from Save a Torah or its contributors, MENACHEM YOULUS, the defendant, deposited into his JBS Bank Account more than 40 checks, totaling over \$132,000, that were written to Save a Torah, or on which the memorandum line indicates the check was intended for Save a Torah. The checks deposited by YOULUS included, but were not limited to, tens of thousands of dollars in checks from different individuals and synagogues around the country ("Contributor-4," "Contributor-5," "Synagogue-3," and "Synagogue-4"). From communicating with Contributors 4-5 and Synagogues 3-4, I know that each of their respective checks was intended as a charitable donation to Save a Torah. YOULUS, however, never informed Save a Torah that he had received those checks, and never forwarded or otherwise provided any of the contributed donations to Save a Torah.

26. Based on the sources set forth in the preceding paragraph, I know that between approximately October 2004 and November 2009, without notice to, or authorization from, Save a Torah or its contributors, MENACHEM YOULUS, the defendant, also deposited into his personal bank account over \$13,000 in checks written to Save a Torah, or on which the memorandum line indicates the check is intended for Save a Torah. The checks were written by, among others, certain individuals, a charitable foundation, and a Holocaust museum in the United States ("Contributor-6," "Contributor-7," "Family Foundation-1" and "Holocaust Museum-1". From communicating with Contributors 6-7, and representatives of Family Foundation-1 and Holocaust Museum-1, I know that each of their respective checks was intended as a charitable donation to Save a Torah. YOULUS never informed Save a Torah that he had received any such money, and never forwarded or otherwise provided any such money to the charity.

**D. YOULUS Obtained Additional Money from Save a Torah through False Representations About His Financial Debt**

27. Based on the sources set forth below, I know that in or about 2004, MENACHEM YOULUS, the defendant, obtained over \$144,000 from Save a Torah by claiming to have gone into personal debt to acquire certain Torahs, and that in or about 2007, YOULUS attempted, unsuccessfully, to acquire an additional \$150,000 from Contributor-1 and Save a Torah based upon a similar claim. Contrary to YOULUS's representations about his dire financial condition in 2004 and 2007, YOULUS's bank records reflect that YOULUS in fact had substantial assets during those periods, and moreover, that YOULUS used the \$144,000 he obtained from Save a Torah not to repay debts, but rather for personal investment.



28. In particular, from reviewing Save a Torah and bank records, and speaking with and reviewing statements of President-1, I know the following:

a. In or about 2004, MENACHEM YOULUS, the defendant, told President-1 that YOULUS had personally borrowed over \$150,000 to acquire and repair certain Torahs that were facing the threat of rapid deterioration or destruction (the "2004 Torahs"), and that YOULUS was struggling with that debt. YOULUS claimed to have acquired the 2004 Torahs from particular locations and in particular circumstances in Hungary, Poland, and the Ukraine, and claimed that nearly all of the Torahs were well over 100 years old. YOULUS provided no supporting documentation to substantiate any of his claims as to the origin or condition of the purported 2004 Torahs, the circumstances in which YOULUS allegedly acquired the 2004 Torahs or, in fact, the actual existence of the 2004 Torahs.

b. In response to YOULUS's claim, President-1 and another individual recruited by President-1 ("Individual-1") each loaned \$75,000 to Save a Torah which, in turn, provided a check for approximately \$144,000 (the "\$144,000 Check") to the Jewish Bookstore in order to acquire eight of the 2004 Torahs and alleviate YOULUS's alleged debt burden. Thereafter, in its annual tax returns filed with the IRS, Save a Torah stated that it had loans payable to President-1 and Individual-1, respectively, for \$75,000 each.

c. On or about November 2, 2004, YOULUS deposited the \$144,000 Check into his JBS Account. Consistent with his normal practice, as set forth above, YOULUS did not physically provide any of the 2004 Torahs to Save a Torah, but claimed instead that they were located at the Jewish Bookstore.

d. In truth and in fact, YOULUS's financial records from 2004 contradict his representations that he was in personal debt to acquire the 2004 Torahs (to the extent those Torahs even existed). Based upon bank and business records which I have reviewed, YOULUS had over \$150,000 in personal bank accounts prior to receiving the \$144,000 Check, and \$652,733 invested in Certificates of Deposit ("CDs") in the name of the Jewish Bookstore. Bank records further show that, on November 16, 2004, just two weeks after YOULUS deposited the \$144,000 Check into the JBS Bank Account, \$200,000 was transferred out of that account and combined with monies already invested in CDs, to create a new 9-month CD, for \$852,733, in the name of the Jewish Bookstore.

29. From reviewing Save a Torah and bank records, and

speaking with President-1, I know that in or about 2007, MENACHEM YOULUS, the defendant, attempted to obtain at least an additional \$150,000 from Contributor-1 and Save a Torah by falsely claiming, again, to have gone into significant debt to acquire Torahs for the charity. In particular:

a. In or about 2007, YOULUS told President-1, in sum and substance, that he had personally borrowed over \$150,000 on his credit cards and against his home at a high interest rate in order to acquire and repair 15 Torahs that were facing the threat of rapid deterioration or destruction (the "2007 Torahs"), and that YOULUS was struggling with that debt. YOULUS claimed that 10 of the Torahs came from an unspecified "Russian general" and that the remaining five came from a monastery in Kiev, Ukraine.

b. YOULUS's representations about his indebtedness caused President-1, between August to December 2007, to send multiple emails and letters to Contributor-1, soliciting a donation of at least \$150,000 to Save a Torah, so that the charity could purchase the 2007 Torahs and relieve YOULUS's "tremendous financial (and personal) stress."

c. Following the 2008 Synagogue-1 Ceremony in honor of the purported resettlement of the Auschwitz Torah purchased by Contributor-1 (discussed in paragraphs 8-11, above), YOULUS renewed a request to Contributor-1, for Contributor-1 to donate at least \$150,000 to Save a Torah, to fund the purchase of the 2007 Torahs and to alleviate YOULUS's alleged debt burden. Contributor-1 did not make the requested contribution to Save a Torah.

30. In truth and in fact, and as MENACHEM YOULUS, the defendant, well knew, YOULUS had not gone into any debt to acquire the 2007 Torahs, which I know based on the following:

a. Based on bank records which I have reviewed, in 2007, at or about the time that YOULUS solicited the \$150,000 donation from Contributor-1 to alleviate his alleged debt burden, YOULUS had nearly \$900,000 in savings accounts, checking accounts, and CDs that he held jointly with certain family members, and over \$1.1 million in additional money invested in CDs held in the name of the Jewish Bookstore.

b. Based upon credit card records I have reviewed, YOULUS's monthly credit card bills from approximately September 2007 to June 2008 never exceeded \$5,800 during any month, and YOULUS paid off those bills on a monthly basis in a timely fashion during that period.

c. I have spoken with an Assistant Attorney General in Maryland who reviewed Baltimore property records concerning YOULUS and from whom I learned, in sum and substance, that the only mortgage taken out on YOULUS's home was released in 1992, and that no mortgage or other lien has been recorded by or on behalf of YOULUS since that time.

31. Moreover, and as MENACHEM YOULUS, the defendant, well knew, YOULUS's claim about acquiring five of the 2007 Torahs from a monastery in the Ukraine was false. As detailed below, YOULUS in fact had never acquired those Torahs, but fraudulently used information about those Torahs as a means of obtaining, and attempting to obtain, additional monies from Save a Torah. YOULUS used the claim to obtain money not only from Save a Torah, but from another individual ("Individual-3"). In sum, as detailed below, YOULUS invented the claim after learning that a particular museum located in L'vov, Ukraine, which was formerly a monastery (the "Ukrainian Museum"), housed a large collection of antique Torahs, and YOULUS made the claim even though he knew that this collection could never leave the premises of the Ukrainian Museum. In particular, based on my review of Save a Torah and Jewish Bookstore records, I know the following:

a. In or about mid-September 2005, YOULUS exchanged emails with certain individuals ("Individual-4" and "Individual-5") in the Ukraine about a large set of "Sifrei Torahs" (the "Ukrainian Sifrei Torahs") that were located in the Ukrainian Museum. In the course of those emails, Individual-4 informed YOULUS that, under "the rule of law," it would be "impossible" to remove the Ukrainian Sifrei Torahs from the Ukrainian Museum. Also in the course of those emails, YOULUS repeatedly asked both Individual-4 and Individual-5 to provide him with photographs of the Ukrainian Sifrei Torahs, but YOULUS did not receive any photographs from either such individual.

b. Weeks later, in or about early November 2005, Individual-3 sent photographs of a large number of Torahs held in a museum in L'vov, Ukraine (i.e., apparent photographs of the Ukrainian Sifrei Torahs) to YOULUS, who forwarded them to President-1 in an email in which YOULUS claimed that "Ukraine is a GO!" In the course of that email and subsequent emails to President-1, YOULUS further claimed, in sum and substance, that YOULUS had been successful in securing the release of the Ukrainian Sifrei Torahs from a monastery in the Ukraine.

c. In addition to learning from Individual-4 in September 2005 that, in sum and substance, as set forth above, the Ukrainian Sifrei Torahs could not be removed from the

Ukrainian Museum, YOULUS received the following additional emails concerning the condition of the Ukrainian Sifrei Torahs and/or the fact these Torahs could not leave the Ukrainian Museum:

(i) In or about December 2005, in an email to YOULUS, Individual-4 noted, in sum and substance, that he/she had spoken with Ukrainian Museum officials who, as required by "the law," would permit efforts to restore the Ukrainian Sifrei Torah, but only on the premises of the Ukrainian Museum premises.

(ii) In or about February 2006, Individual-5 informed YOULUS, by email, that he/she had spoken with Ukrainian Museum officials regarding the Ukrainian Sifrei Torahs, who informed him/her that "'the Torahs are the property of the Ukraine and we're taking good care of them.'"

(iii) On or about March 26, 2006, in an email to YOULUS, Individual-4 noted that the Ukrainian Sifrei Torahs in the Ukraine Museum were heavily damaged and that, of the entire set of Torahs, perhaps 2 could potentially be repaired.

d. On or about March 30, 2006, just four days after receiving the email referenced in the preceding subparagraph, YOULUS sent an email to President-1 in which YOULUS claimed to have just received, at the Jewish Bookstore, the first of the Ukrainian Sifrei Torahs. Shortly thereafter, YOULUS informed President-1, by email, that repair of that Ukrainian Sifrei Torah was complete.

e. In or about November 2006, YOULUS informed President-1, by email, in sum and substance, that the purported Ukrainian monastery would like YOULUS to take 4 to 6 of the Ukrainian Sifrei Torah per month.

f. Thereafter, and for at least approximately one year, as President-1 noted in the Contributor-1 Letters, "every couple of months" Save a Torah purchased purported Ukrainian Sifrei Torahs from the Jewish Bookstore. From my review of Save a Torah records, I know that many of these Torahs were provided through Save a Torah to synagogues and congregations in the United States.

g. I have spoken with Individual-3 who, as set forth above, provided to YOULUS the photographs of a large collection of Torahs, many of which YOULUS later claimed to have acquired from the Ukraine and repaired, and for which YOULUS was paid by Save a Torah. From speaking with Individual-3, and reviewing Jewish Bookstore records, I know the following:

(i) The photographs depict Torahs held by a museum in L'vov, Ukraine that was formerly a monastery (i.e., the Ukrainian Sifrei Torahs in the Ukrainian Museum);

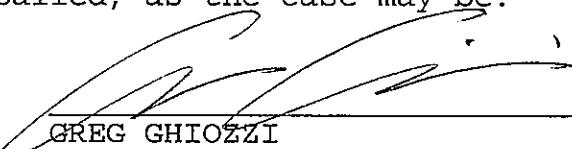
(ii) The photographs were taken by the young daughter of an acquaintance of Individual-3 during a visit to that museum while on vacation;

(iii) Individual-3 sent the photographs to YOULUS simply because he/she had heard of YOULUS and thought the photographs would be of interest to YOULUS; and


(iv) Some time after Individual-3 sent the photographs to YOULUS, YOULUS claimed to Individual-3, in sum and substance, that YOULUS visited the Ukraine and acquired a number of the Ukrainian Sifrei Torahs, one of which YOULUS had determined to have originally come from the town in Poland where Individual-3's grandfather was born. On the basis of that claim, Individual-3 purchased that Torah from YOULUS for \$18,000.

h. Based on my review of ICE records and Save a Torah records, I know that with the exception of a brief trip to Israel which YOULUS took in 2005 to attend a ceremony for Save a Torah, YOULUS did not leave the United States in 2005 or any year thereafter.

WHEREFORE, deponent prays that the above-named defendant be arrested and imprisoned or bailed, as the case may be.

  
\_\_\_\_\_  
GREG GHIOZZI  
Postal Inspector  
United States Postal  
Inspection Service

Sworn to before me this  
22nd day of August, 2011

  
\_\_\_\_\_  
UNITED STATES MAGISTRATE JUDGE  
SOUTHERN DISTRICT OF NEW YORK  
JAMES C. FRANCIS IV  
UNITED STATES MAGISTRATE JUDGE  
SOUTHERN DISTRICT OF NEW YORK