

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA :

-v.- :

SEALED  
INDICTMENT

: 12 Cr.

MITCHELL COHEN, and  
ERIN DAVIS, :

Defendants. :

**12 CRIM 545**

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COUNT ONE

(Conspiracy To Commit Wire, Bank and Mail Fraud)

The Grand Jury charges:

Background on HUD/FHA Mortgage Insurance

1. At all times relevant to this Indictment, the United States Department of Housing and Urban Development's ("HUD") Federal Housing Administration ("FHA") provided mortgage insurance to borrowers seeking residential mortgages. Unlike conventional loans with strict underwriting guidelines, at all times relevant to this Indictment, FHA-insured loans required little cash investment to close the loan and allowed flexibility in calculating household income and payment ratios. To qualify for FHA mortgage insurance, the potential borrower(s) had to meet HUD requirements regarding, among other things, the borrower's ability to make mortgage payments through the borrower's income; the borrower's creditworthiness and payment of debts; and the absence of any kickbacks or other undisclosed payments made or

promised in connection with the transaction.

2. At all times relevant to this Indictment, certain lenders were authorized to commit HUD to providing FHA mortgage insurance for residential loans based on the execution and submission to HUD of certain documents, which the lenders were required to certify were true and in compliance with HUD requirements. After the lenders transmitted to HUD; by mail, a file containing the required documents, including the lender's approval for FHA insurance, HUD would then issue FHA insurance in reliance on the information and certifications contained in the file, including the documents described below:

a. A settlement statement, containing full and accurate information regarding the borrower's income, assets, and liabilities, among other things, and a statement sworn to by the borrower, seller, and lender's attorney, showing the exact disbursement of the loan proceeds at the closing (the "Settlement Statement"). The Settlement Statement was required to reflect any inducements to purchase the home from any parties with a financial interest in the transaction, including, for example, payment of the borrower's personal debts, side payments to the borrower, and any down payment made on the borrower's behalf. The seller was allowed to provide up to, but no greater than, a six percent sales concession.

b. A loan application setting forth, among other things, the borrower's income, assets and liabilities, and a

statement regarding whether the borrower intended to use the property as his or her primary residence (the "Loan Application"). The Loan Application contained a certification by the lender that the information contained in the loan application was obtained directly from the borrower by the lender and that the verifications of employment and of deposits were requested and received by the lender without passing through the hands of third parties. HUD guidelines specifically forbade lenders from accepting documents relating to credit, employment or income of borrowers that were handled by or transmitted through interested third parties, including real estate agents, builders and sellers.

c. A summary sheet setting forth the factors upon which the lender determined that the borrower qualified for a loan, including a recitation of income, debts, gift funds and their source, and notations by the underwriter of additional factors considered (the "Summary Sheet").

d. A recent credit report outlining the borrower's credit history (the "Credit Report"). HUD required that a borrower provide a satisfactory explanation for any significant debt shown on the credit report but not listed on the loan application. Court-ordered judgments had to be paid off before a loan was eligible for FHA insurance and collection accounts had to be explained in writing. Borrowers delinquent on any federal debt, including student loans, had to bring their

account current or work out a payment plan before an approval for FHA insurance would be permitted.

e. A document confirming the lender's approval of the loan for FHA insurance and requiring the loan underwriter to certify that he or she personally reviewed the appraisal report, credit application and associated documentation, used due diligence in doing so, and made all certifications required by HUD. The lender had to further certify that: (i) the commitment conditions had been fulfilled, including payment of any debt as set forth above, and (ii) the lender had not paid any kickbacks in connection with the transaction.

f. Certain supporting documentation to verify employment, income and the source of any additional funds provided to the borrower or on the borrower's behalf. Funds provided to pay off debts or any funds above the allowed six percent sales concession provided towards the down-payment had to come from a HUD-approved source, namely (i) a gift from a blood relative or close family friend or an approved government or public entity, and not a person or entity with an interest in the sale of the property, such as the seller or real estate agent; (ii) cash the borrower saved at home that could be verified as such; or (iii) cash accumulated with private savings clubs. Gift funds from approved donors had to be documented with (i) a gift letter signed by the donor and borrower, specifying the amount of the gift, the nature of the donor's relationship to the borrower,

and an assurance that no repayment was required; (ii) a certified check made on the donor's account; and (iii) a bank statement showing the withdrawal from the donor's account. HUD further required that the lender be able to determine that any gift funds ultimately were not provided from an unacceptable source such as the seller or real estate agent. If the funds did come from the seller or real estate agent, HUD viewed them as an inducement to purchase, and the sales price had to be reduced by the amount of the gift, which would then reduce the corresponding mortgage loan amount.

3. At all times relevant to this Indictment, a mortgage loan with FHA insurance was highly marketable for sale to banks, which typically pooled the loans and then resold them to institutional investors, because the loan was expected to have met the HUD requirements set forth above, and it was insured by the full faith and credit of the United States. Banks that purchased these loans, including Bank-1, Bank-2 and Bank-3 as set forth in more detail below, typically retained the contractual right to compel the originating lender to repurchase the loan or repay fees if the loan became delinquent for more than a certain number of days within a certain period of time after the loan was funded. Following that time, the bank typically lost the ability to force the originating lender to repurchase the loan, and the bank had to bear any loss associated with the loan's delinquency not covered by FHA insurance.

The Defendants and Relevant Entities

Mitchell Cohen

4. At all times relevant to this Indictment, MITCHELL COHEN, the defendant, operated a real estate brokerage business, located principally in Queens, New York, which operated under a variety of names including Buy-a-Home, LLC and First Home Brokerage, LLC (collectively, the "Buy-a-Home Entities"). COHEN, personally, and through the Buy-a-Home Entities and other businesses in which he had an ownership interest, purchased residential properties in the New York City area, most of which he quickly resold, at a profit of tens of thousands of dollars, to first-time home-buyer clients of the Buy-a-Home Entities. COHEN, through the Buy-a-Home Entities, employed several sales managers and sales agents who assisted COHEN with recruiting clients to buy the homes and who facilitated the sales of those homes by, among other things, preparing documentation, often fraudulent, to secure FHA-insured loans to fund the borrowers' purchases of the homes.

Erin Davis

5. At all times relevant to this Indictment, ERIN DAVIS, the defendant, was a sales manager at the Buy-a-Home Entities. Her primary responsibilities included (i) assisting MITCHELL COHEN, the defendant, and other sales managers and sales agents to convince clients to buy the homes the Buy-a-Home Entities were attempting to sell and (ii) serving as a liaison

between the Buy-a-Home Entities' clients and several mortgage lending companies, including Lender-1 and Lender-2, described in more detail below, to ensure that the clients obtained home mortgage loans to fund their purchases of the homes. DAVIS earned a commission for each home sold by the Buy-a-Home Entities.

Lender-1, Bank-1 and Bank-2

6. At all times relevant to this Indictment, Lender-1 was a New York-based mortgage lending company authorized to commit HUD to provide FHA insurance. Lender-1 originated and funded dozens of FHA-insured mortgage loans to the Buy-a-Home Entities' clients and, after closing the loans, almost immediately sold those loans to financial institutions, including Bank-1 and Bank-2, pursuant to loan purchase agreements through which Bank-1 and Bank-2 agreed to purchase loans with FHA insurance in bulk from Lender-1 if the loans met certain criteria, including that each loan was issued in accordance with HUD guidelines and that the documents supporting Lender-1's issuance of the loan were truthful. At all times relevant to this Indictment, Bank-1 and Bank-2 were wholly-owned subsidiaries of financial institutions whose deposits were insured by the Federal Deposit Insurance Corporation ("FDIC").

Lender-2 and Bank-3

7. At all times relevant to this Indictment, Lender-2 was a New Jersey-based mortgage lending company authorized to

commit HUD to provide FHA insurance. Lender-2 originated and funded several home mortgage loans to the Buy-a-Home Entities' clients, which were almost immediately sold to Bank-3 pursuant to a loan purchase agreement. At all times relevant to this Indictment, Bank-3's deposits were insured by the FDIC.

#### Overview of the Fraud

8. At all times relevant to Counts One, Two and Three of this Indictment, MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, engaged in a scheme to fraudulently induce HUD to issue FHA insurance for certain home mortgage loans (the "Insured Loans"), and to fraudulently induce certain banks, including Bank-1, Bank-2 and Bank-3 (together, the "Banks") to purchase the Insured Loans, through the submission, to HUD and the Banks, of false and misleading information regarding the borrowers' financial condition and creditworthiness. Specifically, COHEN, DAVIS, and others at the Buy-a-Home Entities, recruited unsophisticated and financially unqualified borrowers to purchase homes in which COHEN had a financial interest. Because these borrowers did not, and could not, financially qualify for mortgage loans with FHA insurance, let alone conventional mortgage loans, COHEN and DAVIS, the defendants, in coordination with certain employees from at least two mortgage lenders, Lender-1 and Lender-2, orchestrated schemes to secure FHA insurance for mortgage loans through fraud. Among

other things, COHEN and DAVIS paid down the borrowers' debts to make them appear more creditworthy, or paid off debts that would otherwise disqualify the borrower from FHA insurance, and provided funds needed for closing, without disclosing to HUD or to the Banks that the source of the payments was COHEN, DAVIS and the Buy-a-Home Entities. In doing this, COHEN and DAVIS concealed from HUD and the Banks the borrowers' true financial condition in an effort to ensure that the borrowers would be issued loans to purchase the homes in which COHEN had a financial interest and upon whose sale DAVIS earned a commission - loans COHEN and DAVIS knew would be immediately sold to the Banks based, at least in part, on their FHA-insured status. In furtherance of the scheme, during the first several months after loans were issued, COHEN also made mortgage payments on behalf of certain borrowers to further conceal from the Banks the borrowers' true inability to pay the mortgage and to prevent the Banks from enforcing their right to sell the loan back to the originating lender.

9. Through this scheme, MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, defrauded HUD and the Banks into issuing numerous FHA-insured mortgage loans, with a total face value of at least \$7.5 million. Because the issuance of FHA insurance was based upon false statements made to HUD, and most of the borrowers could not truly afford the

mortgage loans they were provided, many of those loans subsequently went into foreclosure proceedings and, as a result, HUD has paid nearly \$1 million in insurance payments related to these loans.

#### The Scheme to Defraud

10. From at least in or around April 2007 up to and including at least in or around October 2010, MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, engaged in an illegal scheme to defraud HUD and the Banks by preparing, signing, and facilitating the submission of documents containing materially false or misleading information, to HUD and to the Banks, in order to induce HUD to insure certain loans and to induce the Banks to buy those loans from the originating lender immediately after the loans were funded.

11. In particular, MITCHELL COHEN, the defendant, through entities he controlled, including Gramercy Funding, Metropolitan Housing, Your First Home, Tower Wealth Management and Buy-a-Home, purchased, or contractually promised to purchase, certain homes in the New York City area, including in the Bronx and Mt. Vernon, New York, which were either in a state of serious disrepair, or were still under construction. COHEN and ERIN DAVIS, the defendant, and others known and unknown, then recruited unsophisticated people of modest means (the "Borrowers") and induced them to obtain mortgage loans to

purchase the homes at far higher prices, typically approximately \$100,000 higher, than COHEN had recently paid or promised to pay the seller. To justify inflated sales price, COHEN promised the Buyers he would make significant repairs to the homes, but then failed to make those repairs, or made primarily cosmetic repairs, in advance of selling the homes to the Borrowers - repairs that cost COHEN a fraction of the inflated sales price. The scheme typically worked as follows:

a. COHEN and DAVIS provided cash to employees of the Buy-a-Home Entities, and directed them to pay off Borrowers' debts or to deposit the cash in the bank accounts of relatives of the Borrowers, and then immediately withdraw the cash in the form of a certified check, made out to the Borrower's creditor, or, in some cases made out to Lender-1, who would write checks to the Borrower's creditors at the closing and falsely certify to HUD that the debts had been paid by an appropriate source.

b. COHEN and DAVIS also provided cash to employees of the Buy-a-Home Entities and directed them to deposit the cash in the bank accounts of relatives of the Borrower, and then immediately withdraw the cash, again, in the form of a certified check, which was used to demonstrate at closing that the Borrower had sufficient funds to close.

c. In an effort to cover up the source of these cash payments, COHEN and DAVIS directed the preparation of fake

gift affidavits, filled out in most cases by DAVIS and signed by Borrowers' relatives. The gift affidavits contained false assurances that the gift was made by a relative of the Borrower, that the gift was not expected to be repaid, and that the gift had not been made by anyone with an interest in the sale of the property, including the seller or the real estate agent. The gift affidavits were then submitted to (i) lenders, including Lender-1 and Lender-2, for inclusion in the documents submitted to HUD for FHA insurance, and (ii) the Banks to purchase the loans. COHEN also signed or caused to be signed certifications to HUD claiming that he had not and would not pay or reimburse the borrower for any part of the cash down-payment.

d. COHEN, DAVIS and others at the Buy-a-Home Entities, at COHEN's or DAVIS' direction, advised certain Borrowers to falsely state on loan applications submitted to HUD that they intended to reside in the properties for which they were serving as co-borrowers.

e. COHEN and others made mortgage payments to certain Banks, on the Borrowers' behalf, for several months after the loans were funded, typically just long enough to (i) ensure that HUD would not initiate an investigation into an early default of the loan and (ii) prevent the lender from having to buy the loan back from, or pay fees to, the Banks.

### The Conspiracy

12. From at least in or about April 2007 up to and including in or around October 2010, in the Southern District of New York and elsewhere, MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit mail, wire, and bank fraud, in violation of Sections 1341, 1343 and 1344 of Title 18, United States Code.

13. It was a part and an object of the conspiracy that MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, 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, for the purpose of executing such scheme and artifice and attempting so to do, would and did place and caused to be placed in a post office and authorized depository for mail matter, matters and things to be sent and delivered by the Postal Service, and would and did deposit and cause to be deposited matters and things to be sent and delivered by private and commercial interstate carriers, and would and did take and receive and cause to be taken and received therefrom, such matters and things, and would and did cause to be delivered by mail and such carriers, according to the direction thereon, such matters and things, in violation of Title 18,

United States Code, Section 1341.

14. It was further a part and an object of the conspiracy that MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, 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, would and did transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, and would and did thereby affect a financial institution, in violation of Title 18, United States Code, Section 1343.

15. It was further a part and an object of the conspiracy that MITCHELL COHEN and ERIN DAVIS, and others known and unknown, willfully and knowingly would and did execute a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of such financial institution, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

Overt Acts

16. In furtherance of the conspiracy and to effect the illegal objects thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. On or about July 27, 2007, ERIN DAVIS, the defendant, prepared a gift affidavit falsely asserting that a \$14,000 gift to a Borrower came from the brother-in-law of the Borrower.

b. On or about June 28, 2007, over \$458,000 in fraudulently obtained mortgage proceeds were transferred by interstate wire.

c. On or about August 29, 2007, DAVIS and MITCHELL COHEN, the defendant, caused a deposit of \$9,500 to be made in a bank account in connection with the sale of a property.

d. On or about August 30, 2007, over \$356,000 in fraudulently obtained mortgage proceeds were transferred by interstate wire.

e. On or about October 30, 2007, COHEN caused a check for \$3,976.17 to be paid to Bank-1, a wholly-owned subsidiary of a financial institution whose deposits were insured by the FDIC, in connection with a property located in Mt. Vernon, New York.

f. On or about March 9, 2010, COHEN and DAVIS

caused \$9,500 to be deposited into a bank account in Manhattan, New York in connection with the sale of a property.

g. On or about August 23, 2010, COHEN and DAVIS caused \$8,500 to be deposited into a bank account in connection with the sale of a property.

h. On or about September 15, 2010, COHEN caused \$4,777.28 to be paid to Bank-3, whose deposits were then insured by the FDIC, in connection with a property located in the Bronx, New York.

i. In or around September 2010, COHEN sent an electronic mail message regarding payment of a loan to Bank-3 from his office in Queens, New York to a representative of Lender-2 in New Jersey.

j. Between in or around 2007 and in or around 2010, in connection with underwriting and funding loans to the Borrowers, Lender-1 and Lender-2 transmitted documents to HUD by interstate mail.

(Title 18, United States Code, Section 1349.)

COUNT TWO

(Conspiracy to Make a False Statement to HUD)

The Grand Jury further charges:

17. The allegations contained in paragraphs 1 through 16 above are hereby repeated, realleged, and incorporated by reference as if fully set forth herein.

18. From at least in or about April 2007, up to and including in or about October 2010, in the Southern District of New York and elsewhere, MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States Department of Housing and Urban Development ("HUD"), to wit, to violate Section 1010 of Title 18, United States Code.

19. It was a part and an object of the conspiracy that MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, willfully and knowingly, for the purpose of obtaining any loan from a person, partnership, association and cooperation with the intent that such loan shall be offered to and accepted by HUD for insurance and for the purpose of influencing in any way the action of United States Department of Housing and Urban Development ("HUD"), would and did make a false statement and forged document, in violation of Title 18, United States Code, Section 1010.

#### Overt Acts

20. In furtherance of the conspiracy, and to effect the illegal object thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. On or about June 28, 2007, MITCHELL COHEN and

ERIN DAVIS, the defendants, caused false information regarding a borrower's debts to be submitted to HUD in connection with the issuance of an FHA-insured loan for the sale of a property located in Mount Vernon, New York.

b. On or about July 27, 2007, COHEN and DAVIS caused false information regarding a borrower's debts to be submitted to HUD in connection with the issuance of an FHA-insured loan for the sale of a property.

(Title 18, United States Code, Sections 371.)

COUNT THREE

(Conspiracy to Make a False Statement to FHA and FDIC-Insured Bank)

The Grand Jury further charges:

21. The allegations contained in paragraphs 1 through 16 above are hereby repeated, realleged, and incorporated by reference as if fully set forth herein.

22. From at least in or about March 2010, up to and including in or about October 2010, in the Southern District of New York and elsewhere, MITCHELL COHEN and ERIN DAVIS, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, to wit, to violate Section 1014 of Title 18, United States Code.

23. It was a part and an object of the conspiracy that MITCHELL COHEN and ERIN DAVIS, the defendants, and others known

and unknown, willfully and knowingly, would and did make a false statement and report for the purpose of influencing in any way the action of the Federal Housing Administration ("FHA") and an institution the accounts of which were insured by the Federal Deposit Insurance Corporation ("FDIC"), upon an application and loan, in violation of Title 18, United States Code, Section 1014.

Overt Acts

24. In furtherance of the conspiracy, and to effect the illegal object thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. On or about March 9, 2010, MITCHELL COHEN and ERIN DAVIS, the defendants, caused false information regarding a borrower's debts to be submitted to Bank-3 and to HUD in connection with the issuance of an FHA-insured loan for the sale of a property located in the Bronx, New York.

b. On or about March 12, 2010 COHEN falsely certified, in a document submitted to Bank-3 and to HUD in connection with the issuance of an FHA-insured loan for the sale of a property located in the Bronx, New York, that he had not paid or reimbursed the borrower for any part of the cash down payment.

c. On or about August 23, 2010, in connection with the purchase of a property located in Jamaica, New York, COHEN caused a false certification regarding the source of

certain funds used to purchase a property to be submitted to Bank-3 and to HUD in connection with the issuance of an FHA-insured loan.

(Title 18, United States Code, Sections 371.)

COUNT FOUR

(Perjury)

The Grand Jury further charges:

Background

25. On or about December 13, 2010, the United States Attorney for the Southern District of New York (the "Government") filed a civil complaint against MITCHELL COHEN, the defendant, and others, entitled United States v. Buy-a-Home, et al., 10 Civ. 9280 (PKC) (the "Civil Action") alleging, among other things, fraud committed by COHEN and others through, and in connection with, the Buy-a-Home Entities.

26. On or about December 29, 2010, the United States District Court Judge presiding over the Civil Action, entered, on consent, a preliminary injunction barring MITCHELL COHEN, the defendant, the Buy-a-Home Entities, and any individual or entity acting in concert with them from, among other things, participating in real estate sales involving HUD-insured mortgages, and advertising, marketing, or soliciting business involving federally-insured mortgages.

27. On or about October 20, 2011, the Government moved for a finding of civil contempt against MITCHELL COHEN, the

defendant, for willful violations of the preliminary injunction (the "Contempt Motion"), after COHEN re-created and re-established the business of the Buy-a-Home Entities through a new company, Y-Rent New York, LLC ("Y-Rent"), which was nominally owned by COHEN's wife and his business associate's wife, but was in truth and in fact operated by COHEN.

28. On or about November 11, 2011, in connection with opposing the Contempt Motion, COHEN caused to be submitted to the United States District Court for the Southern District of New York a declaration COHEN made under penalty of perjury (the "COHEN Declaration") in which he categorically denied his involvement with Y-Rent. Specifically, among other things, COHEN falsely stated:

a. "I am not involved with Y Rent NY. I have no . . . participation in Y Rent NY."

b. "I did not train sales people formally or informally."

c. "Nor did I take 'ups' calls. Occasionally when nobody else was available to pick up a ringing phone, if I happened to be in the office and near a phone, I would pick it up so that the person calling in could be referred to the next available sales person. . . ."

d. "I never spoke to a prospective borrower. . . ."

### Statutory Allegation

29. On or about November 11, 2011, in the Southern District of New York, MITCHELL COHEN, the defendant, in a declaration, certificate, verification, and statement under penalty of perjury as permitted under Section 1746 of Title 28, United States Code, in a proceeding before and ancillary to a court of the United States, knowingly made a false material declaration, to wit, in the COHEN Declaration, which COHEN caused to be submitted to the United States District Court for the Southern District of New York in United States v. Buy-a-Home, et al., 10 Civ. 9280 (PKC), COHEN made false material declarations.

(Title 18, United States Code, Section 1623(a).)

### FORFEITURE ALLEGATION

30. As a result of committing the conspiracies alleged in Counts One, Two and Three of this Indictment, MITCHELL COHEN, and ERIN DAVIS, the defendants, shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(2)(A) and 28 U.S.C. § 2461, any property constituting, or derived from, proceeds obtained directly or indirectly as a result of the conspiracies alleged in Counts One, Two and Three of the Indictment in that such sum in aggregate is property representing the amount of proceeds obtained as a result of that offense.

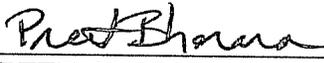
### SUBSTITUTE ASSET PROVISION

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

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

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b) and 21 U.S.C. § 853(p), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property.

(Title 18, United States Code, Section 982; Title 21, United States Code, Section 853; and Title 28, United States Code, Section 2461.)

  
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PREET BHARARA  
United States Attorney

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

- v. -

MITCHELL COHEN and  
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INDICTMENT

12 Cr.

(Title 18, United States Code,  
Sections 371, 1341, 1343, 1344, 1349,  
1010, 1014 and 1623(a).)

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PREET BHARARA

United States Attorney

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