

NMA:RTP/EDP
F. #2016R01315

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

- - - - - X

UNITED STATES OF AMERICA

INDICTMENT

- against -

CR 18 0011

PAMELA HARRIS,

Cr. No. (T. 18, U.S.C., §§ 152(1), 152(3),
981(a)(1)(C), 1001(a)(2), 1001(a)(3),
1040(a)(2), 1040(b)(1), 1040(b)(2),
1040(b)(3), 1343, 1349, 1512(b)(3),
1512(k), 2 and 3551 et seq.; T. 21, U.S.C.,
§ 853(p); T. 28, U.S.C., § 2461(c))

Defendant.

- - - - - X

THE GRAND JURY CHARGES:

WEINSTEIN, J.

INTRODUCTION TO ALL COUNTS

LEVY, M.J.

At all times relevant to this Indictment, unless otherwise indicated:

I. The Defendant and Relevant Entities

1. The defendant PAMELA HARRIS was the New York State Assemblywoman for District 46, which covers Bay Ridge, Coney Island, Dyker Heights and other nearby communities in Brooklyn, New York. HARRIS was elected to her position on November 3, 2015, after winning a special election. HARRIS won reelection in November 2016.

2. Prior to being elected to serve in the New York State Assembly, the defendant PAMELA HARRIS was the Executive Director of Coney Island Generation Gap (“CIGG”), a not-for-profit corporation that purported to introduce teenagers and young adults living in the Coney Island section of Brooklyn to media arts and to provide them with

training and mentoring services. As Executive Director, HARRIS exercised exclusive control over CIGG's finances, including authorizing the disbursement of all CIGG funds. HARRIS was also a former corrections officer with the New York City Department of Correction.

3. The New York City Council ("NYC Council") allocated millions of dollars annually to community-based not-for-profit organizations. These funds were commonly known as "discretionary funds." In addition, each NYC Council member was assigned a certain amount of discretionary funds to be distributed to community-based not-for-profit organizations. As part of the process of obtaining the discretionary funds, not-for-profit organizations would enter into a contract with an intermediary, typically a New York City agency, which was responsible for both the disbursement of the discretionary funds as well as monitoring the way in which the not-for-profit organization spent the funds. If the not-for-profit organization failed to properly account for its expenditures, the intermediary agency could decline to disburse funds to the not-for-profit organization and could terminate the contract.

4. The New York City Department of Youth and Community Development ("DYCD") was a New York City government agency. DYCD was one of the New York City agencies responsible for disbursing NYC Council discretionary funds as well as monitoring the way in which the not-for-profit organization spent the funds.

5. The Federal Emergency Management Agency ("FEMA") was a constituent agency of the United States Department of Homeland Security, a department of the Executive branch of the federal government. FEMA is authorized to provide financial assistance to individuals and households for certain qualifying expenses, including providing

temporary housing assistance for individuals who are displaced from their homes as a result of an event designated a “major disaster” by the President of the United States.

6. The United States Department of Housing and Urban Development (“HUD”) was a department of the Executive branch of the federal government. The mission of HUD was, among other things, to aid individuals and communities in the development and purchase of affordable housing.

II. The Defendant PAMELA HARRIS’s Criminal Schemes

7. In or about and between November 2012 and January 2017, the defendant PAMELA HARRIS attempted to execute, and executed, various schemes to defraud the NYC Council, DYCD, FEMA and HUD of tens of thousands of dollars in funds. In furtherance of the schemes, HARRIS, among other things, created and submitted false documents, including lease agreements and payment receipts containing the forged signatures of other individuals.

8. Moreover, in or about and between November 2013 and January 2015, while under oath, the defendant PAMELA HARRIS knowingly and intentionally made false representations to the United States Bankruptcy Court for the Eastern District of New York (“Bankruptcy Court”) and Chapter 13 Bankruptcy Trustee (“Bankruptcy Trustee”), and omitted information regarding her financial status in connection with her voluntarily filed Chapter 13 bankruptcy petition.

9. In addition, in or about and between March 2017 and May 2017, the defendant PAMELA HARRIS, aware that a Grand Jury sitting in the United States District Court for the Eastern District of New York was conducting an investigation into her

fraudulent conduct, conspired to obstruct, and attempted to obstruct, the Grand Jury's investigation by instructing witnesses to lie to federal law enforcement agents.

A. The Scheme to Defraud the NYC Council: Fiscal Year 2015

10. At various times since at least 2008, the defendant PAMELA HARRIS, acting in her capacity as CIGG's Executive Director, applied for and was awarded NYC Council discretionary funds to subsidize CIGG's operations.

11. On or about August 1, 2014, CIGG was awarded \$58,570 in NYC Council discretionary funds for fiscal year 2015.

12. Before CIGG received the discretionary funds, it was required to detail for DYCD how it intended to use the funds. On or about November 19, 2014, the defendant PAMELA HARRIS, as part of this approval process, completed, signed and submitted to DYCD a document entitled "Space Cost Allocation Plan." In the Space Cost Allocation Plan, HARRIS represented to DYCD that CIGG would use \$22,800, or nearly 40% of the amount of the funds that CIGG had requested, to rent a location in Coney Island, New York, owned by Landlord #1, an individual whose identity is known to the Grand Jury.

13. In further support of the funding request, the defendant PAMELA HARRIS submitted to DYCD a document entitled "Studio Rental Agreement," which she attached to the Space Cost Allocation Plan. The Studio Rental Agreement purportedly bore the signatures of both HARRIS—as CIGG's Executive Director—and Landlord #1, and stated that Landlord #1 had agreed to provide CIGG with the exclusive use of the location for "movement-based work such as photography, media production, or movement rehearsals, classes, workshops, and performances" for a one-year period.

14. Contrary to the defendant PAMELA HARRIS's representations to DYCD, Landlord #1 had not entered into the Studio Rental Agreement, or any agreement, with CIGG to rent the location described in the Studio Rental Agreement. Rather, HARRIS created the Studio Rental Agreement, forged Landlord #1's signature, submitted the agreement to DYCD and falsely represented that CIGG had entered into the rental lease agreement with Landlord #1.

15. On or about January 30, 2015, DYCD, based on the defendant PAMELA HARRIS's false representations, approved CIGG's proposed use of the \$58,750 it had been awarded by the NYC Council.

16. On or about March 10, 2015, CIGG received, via interstate wire transfer, \$42,740 of the NYC Council discretionary funds into its checking account maintained at TD Bank, N.A., in Brooklyn, held in CIGG's name (the "CIGG TD Bank Account"). Prior to the fund transfer, there was \$772.15 in the CIGG TD Bank Account.

17. Approximately one month later, on or about April 10, 2015, the defendant PAMELA HARRIS issued check number 377 drawn against the CIGG TD Bank Account in the amount of \$22,800 ("Check 377"). HARRIS wrote "studio rent" in the memo line of the check. HARRIS issued Check 377 to herself and deposited the check into her personal bank account maintained at Santander Bank, N.A. In the weeks immediately following her deposit of Check 377 into her personal checking account, HARRIS used the funds held in the account to make online payments to several retailers, including Victoria's Secret and Kohl's, to pay the monthly mortgage payment on the Coney Island Residence, and to purchase airline and cruise tickets for herself and her spouse totaling nearly \$10,000.

18. On or about July 10, 2015, in order to conceal her fraud from DYCD, the defendant PAMELA HARRIS submitted a Program Expense Report Summary to DYCD in which she falsely represented to DYCD that Check 377 had been issued to Landlord #1 as a “rental space” payment.

B. The Scheme to Defraud the NYC Council: Fiscal Year 2016

19. On or about July 17, 2015, CIGG was awarded \$35,000 in NYC Council discretionary funds for fiscal year 2016.

20. On or about April 6, 2016, the defendant PAMELA HARRIS caused the submission of another Space Cost Allocation Plan to DYCD.

21. In this Space Cost Allocation Plan, the defendant PAMELA HARRIS represented to DYCD that CIGG would use \$11,400 of the NYC Council discretionary funds to rent the location owned by Landlord #1 during Fiscal Year 2016. In support of the funding request, HARRIS caused to be submitted portions of the same Studio Rental Agreement that she submitted to DYCD during the previous fiscal year. As with the previous year’s submission, the Studio Rental Agreement falsely represented that CIGG had entered into a rental lease agreement with Landlord #1.

22. On or about June 28, 2016, based, in part, on the defendant PAMELA HARRIS’s false representations, DYCD approved CIGG’s proposed use of the \$35,000 it had been awarded by the NYC Council. On or about November 23, 2016 and December 20, 2016, CIGG received, via interstate wire transfers, \$33,450 in NYC Council discretionary funds into the CIGG TD Bank Account in Brooklyn.

23. Contrary to the representations made by PAMELA HARRIS, CIGG did not pay any NYC Council discretionary funds for space rental. Instead, HARRIS and Co-

Conspirator #1, an individual whose identity is known to the Grand Jury, diverted the funds to HARRIS for her personal use.

C. The Scheme to Defraud FEMA

24. On or about October 29, 2012, various counties of New York, including Kings County, were struck by Hurricane Sandy, which caused significant damage due to wind, rain and flooding.

25. On or about October 30, 2012, President Barack Obama signed a Presidential Disaster Declaration for the State of New York (FEMA-4085-DR) pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206 (the "Stafford Act"). This declaration entitled eligible individuals who were displaced from their homes by Hurricane Sandy to seek financial assistance from FEMA.

26. At the time of Hurricane Sandy, the defendant PAMELA HARRIS and her spouse lived in a three-story, one-family residence located on Neptune Avenue in the Coney Island section of Brooklyn (the "Coney Island Residence").

27. In or about and between December 2012 and January 2014, the defendant PAMELA HARRIS completed and submitted several Form 010-0-12 Applications for Continued Temporary Housing Assistance ("Temporary Housing Applications") to FEMA. In each Temporary Housing Application, HARRIS represented to FEMA that she and her spouse were unable to live at the Coney Island Residence because of the damage caused by Hurricane Sandy, and were instead renting the first floor of a residence located in Staten Island, New York, (the "Staten Island Residence"), a home occupied by Landlord #2, an individual whose identity is known to the Grand Jury.

28. In support of each Temporary Housing Application, the defendant PAMELA HARRIS also submitted proof of payment to FEMA in the form of cash receipts, which indicated that between November 2012 and January 2014, HARRIS had made rent payments of between \$1,550 and \$2,500 in cash each month to Landlord #2. The receipts were purportedly signed by both HARRIS and Landlord #2. HARRIS also submitted to FEMA lease agreements that were purportedly entered into between HARRIS and Landlord #2. The lease agreements were purportedly signed by both HARRIS and Landlord #2.

29. Contrary to the defendant PAMELA HARRIS's representations contained in the Temporary Housing Applications that she submitted to FEMA, neither HARRIS nor her spouse lived at the Staten Island Residence following Hurricane Sandy. Nor did HARRIS pay rent to Landlord #2 to live at the Staten Island Residence. In furtherance of the scheme to defraud, HARRIS created fake lease agreements and receipts, forged Landlord #2's signature on the documents, and submitted those documents, along with the Temporary Housing Applications, to FEMA, falsely representing that she had entered into a rental lease agreement with Landlord #2 and paid rent to live at the Staten Island Residence in the months following Hurricane Sandy.

30. In or about and between November 2012 and January 2014, FEMA, based on the defendant PAMELA HARRIS's false representations contained in the Temporary Housing Applications, lease agreements and receipts that HARRIS submitted, disbursed approximately \$24,800 to HARRIS in temporary housing assistance.

D. The Scheme to Defraud HUD

31. On or about January 29, 2013, President Obama signed the “Disaster Relief Appropriations Act, 2013,” into law. The Appropriations Act made federal appropriations totaling approximately \$16 billion to provide disaster assistance to victims of Hurricane Sandy.

32. HUD, which was responsible for administering the funds, distributed a portion of the funds to New York City, which, in turn, established the Build it Back program (the “NYC Build it Back Program”). The NYC Build it Back Program assisted homeowners, landlords and tenants affected by Hurricane Sandy within all five boroughs of New York City including repair, repair with elevation or rebuilding of damaged homes and reimbursement for repair work already performed. As part of the rebuilding efforts, the NYC Build it Back Program provided financial assistance with housing costs for homeowners who were required to temporarily vacate their properties due to Build It Back-related construction.

33. On or about July 29, 2013, the defendant PAMELA HARRIS submitted an application to the NYC Build it Back Program seeking financial assistance to repair the Coney Island Residence. HARRIS represented in the application that she and her spouse were living at the Coney Island Residence. The following day, on or about July 30, 2013, HARRIS submitted to FEMA a Temporary Housing Application and fake rental payment receipts bearing Landlord #2’s forged signature and claiming that she and her spouse were living at the Staten Island Residence, not the Coney Island Residence.

34. On or about March 24, 2016, the NYC Build it Back Program informed the defendant PAMELA HARRIS that it had approved funding to elevate the Coney Island

Residence and that she might be eligible for temporary relocation assistance in the event she needed to live at another location while the Coney Island Residence was being repaired. Before it disbursed temporary relocation assistance funds to displaced homeowners, the NYC Build it Back Program required homeowners to submit documentation regarding any previous financial assistance for temporary housing they received from other sources following Hurricane Sandy.

35. On or about April 11, 2016, the defendant PAMELA HARRIS submitted a form “F19 - Temporary Housing Expense Update” to the NYC Build it Back Program seeking financial assistance for her temporary housing needs in the event she was displaced from the Coney Island Residence while it was being repaired. In support of her application, HARRIS made the same false claim to the NYC Build it Back Program that she made to FEMA, *i.e.*, that because of the damage caused by Hurricane Sandy to the Coney Island Residence, she was forced to leave the residence and rent the first floor of the Staten Island Residence. In support of her application, HARRIS submitted the same fake receipts and lease agreements bearing Landlord #2’s forged signature that HARRIS had submitted to FEMA between 2012 and 2014 when she received \$24,800 from FEMA for temporary housing assistance.

36. On or about July 30, 2016, in connection with the scheduled raise in elevation of the Coney Island Residence through the NYC Build it Back Program, the defendant PAMELA HARRIS caused to be submitted to the NYC Build it Back Program a Construction License Agreement (“CLA”), which stated that HARRIS’s spouse was the owner “by will” of the structure neighboring the Coney Island Residence (“the Adjacent Residence”) and that HARRIS’s spouse authorized the NYC Build it Back Program to

lawfully enter the Adjacent Residence in order to engage in construction on the Coney Island Residence. At the time that the CLA was submitted, HARRIS's spouse was not the lawful owner of the Adjacent Residence, "by will" or otherwise.

E. The Scheme to Defraud the Bankruptcy Court

37. On or about November 13, 2013, the defendant PAMELA HARRIS and her joint debtor spouse filed a voluntary Chapter 13 bankruptcy petition in Bankruptcy Court.

38. At the time of the filing, the defendant PAMELA HARRIS and her joint debtor spouse owed approximately \$60,000 in mortgage arrears on the Coney Island Residence. One benefit of filing for Chapter 13 bankruptcy protection is the opportunity for a debtor to save her residence from foreclosure by staying foreclosure proceedings and curing delinquent mortgage payments. Nevertheless, the debtor must make all mortgage payments that come due while the Chapter 13 bankruptcy proceeding is pending. Thus, before the bankruptcy court approves a debtor's Chapter 13 bankruptcy plan, the debtor must establish that she has enough regular income to remain current on her monthly mortgage payments and cure any arrears. If a debtor cannot establish that her monthly regular income will be sufficient to make the required payments, her bankruptcy plan will not be confirmed and foreclosure proceedings will not be stayed.

39. Between in or about September 24, 2013 and January 8, 2014, while the defendant PAMELA HARRIS was falsely representing to FEMA that she was paying \$1,550 each month in rent to Landlord #2 to live at the Staten Island Residence, HARRIS, in an effort to inflate her monthly income, falsely represented to the Bankruptcy Court that Landlord #2 was providing HARRIS with \$1,200 each month in financial assistance.

40. In connection with her voluntarily filed Chapter 13 bankruptcy petition, the defendant PAMELA HARRIS submitted a Form Schedule I – Current Income of Individual Debtor(s) (“Schedule I”), in which she represented that she and her joint debtor spouse were receiving \$1,200 per month in “assistance from family.” Before signing the Schedule J, HARRIS “declare[d] under penalty of perjury that [she] [had] read the foregoing documents . . . and that they are true and correct to the best of [her] knowledge, information, and belief.”

41. On or about January 8, 2014, the defendant PAMELA HARRIS was interviewed, under oath, by the Bankruptcy Trustee. During the sworn interview, HARRIS represented that she and her joint debtor spouse were receiving \$1,200 each month from Landlord #2, and that they had been receiving the assistance for “almost a year” and “definitely since after Hurricane Sandy.”

42. Contrary to the defendant PAMELA HARRIS’s representations to the Bankruptcy Court and Bankruptcy Trustee, Landlord #2 had not provided any financial assistance to HARRIS.

43. In addition to falsely representing that she was receiving \$1,200 each month from Landlord #2, the defendant PAMELA HARRIS also concealed financial assets from the Bankruptcy Court to avoid having the assets used to pay her creditors.

44. On or about November 13, 2013, HARRIS submitted a Schedule B – Personal Property Form (“Schedule B”), which required her to list “all personal property of the debtor of whatever kind,” including all cash on hand, and funds maintained in checking, savings or other financial accounts. Before signing the Schedule B, HARRIS “declare[d]

under penalty of perjury that [she] [had] read the foregoing documents . . . and that they are true and correct to the best of [her] knowledge, information, and belief.”

45. HARRIS represented that she and her joint debtor spouse had a total of \$2,645 in cash and funds maintained in financial accounts. HARRIS failed to disclose on the Schedule B that at the time of the filing she owned a money market account held at Sovereign (Santander) Bank, N.A. (“Santander MMA”) that contained \$10,010.08. HARRIS had opened the Santander MMA just six months earlier on or about May 3, 2013, and deposited \$10,000 into the account the same day.

III. Obstruction of Justice

46. Beginning in or about July 2016, a federal Grand Jury sitting in the United States District Court for the Eastern District of New York began investigating the defendant PAMELA HARRIS for various fraud schemes (the “Grand Jury Investigation”).

47. In or about and between March 2017 and May 2017, the defendant PAMELA HARRIS tampered with Landlord #2 and John Doe, an individual whose identity is known to the Grand Jury. Among other things, HARRIS instructed Landlord #2 and John Doe to falsely represent to federal law enforcement agents conducting the Grand Jury Investigation that HARRIS lived at the Staten Island Residence for approximately one year following Hurricane Sandy and that HARRIS had paid Landlord #2 \$1,500 each month in cash as rent payment. Based on HARRIS’s instructions, Landlord #2 and John Doe lied to federal law enforcement agents conducting the Grand Jury Investigation.

COUNT ONE
(Wire Fraud – NYC Council)

48. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

49. In or about and between August 2014 and July 2015, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS did knowingly and intentionally devise a scheme and artifice to defraud the NYC Council, and to obtain money and property from the NYC Council by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, did transmit and cause to be transmitted, by means of wire communication in interstate commerce, one or more writings, signs, signals, pictures and sounds, to wit: an interstate wire transfer in the amount of \$42,740 into CIGG's TD Bank Account in Brooklyn, New York on March 10, 2015.

(Title 18, United States Code, Sections 1343 and 3551 et seq.)

COUNT TWO
(Wire Fraud – NYC Council)

50. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

51. In or about and between July 2015 and January 2017, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS did knowingly and intentionally devise a scheme and artifice to defraud the NYC Council, and to obtain money and property from the NYC Council by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, did transmit and cause to be transmitted, by

means of wire communication in interstate commerce, one or more writings, signs, signals, pictures and sounds, to wit: interstate wire transfers in the amount of \$33,425 into CIGG's TD Bank Account in Brooklyn, New York on November 23, 2016 and December 20, 2016.

(Title 18, United States Code, Sections 1343 and 3551 et seq.)

COUNT THREE

(Wire Fraud Conspiracy – NYC Council)

52. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

53. In or about and between July 2015 and January 2017, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud the NYC Council, and to obtain money and property from the NYC Council by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted, by means of wire communication in interstate commerce, one or more writings, signs, signals, pictures and sounds, to wit: wire transfers, contrary to Title 18, United States Code, Section 1343.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

COUNT FOUR

(Disaster Relief Fraud – FEMA)

54. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

55. In or about and between November 2012 and January 2014, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the

defendant PAMELA HARRIS did knowingly and intentionally make one or more materially false, fictitious, and fraudulent statements and representations, and make and use one or more false writings and documents knowing the same to contain materially false, fictitious, and fraudulent statements and representations, in a matter that involved benefits authorized, transported, transmitted, transferred, disbursed and paid in connection with an emergency declaration under Section 401 of the Stafford Act, to wit: the Presidential Disaster Declaration for the State of New York (FEMA-4085-DR), which benefits were transported in the mail during the authorization, transportation, transmission, transfer, disbursement, and payment, in and affecting interstate and foreign commerce.

(Title 18, United States Code, Sections 1040(a)(2), 1040(b)(1), 1040(b)(2), 1040(b)(3) and 3551 et seq.)

COUNT FIVE
(False Statements – FEMA)

56. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

57. In or about and between November 2012 and January 2014, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS did knowingly and willfully make one or more materially false, fictitious, and fraudulent statements and representations, and make and use one or more false writings and documents knowing the same to contain materially false, fictitious, and fraudulent statements and entries, in a matter within the jurisdiction of the executive branch of the Government of the United States, to wit: FEMA, in that HARRIS falsely claimed in applications for federal assistance that she made rental payments to Landlord #2 to rent the

first floor of the Staten Island Residence following Hurricane Sandy in or about and between November 2012 and January 2014, when, as HARRIS then and there well knew and believed, she did not rent the first floor of the Staten Island Residence or make any rental payments.

(Title 18, United States Code, Sections 1001(a)(2), 1001(a)(3), 2 and 3551 et seq.)

COUNT SIX
(False Statements – HUD)

58. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

59. On or about April 11, 2016, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS did knowingly and willfully make one or more materially false, fictitious, and fraudulent statements and representations, and make and use one or more false writings and documents knowing the same to contain materially false, fictitious, and fraudulent statements and entries, in a matter within the jurisdiction of the executive branch of the Government of the United States, to wit: HUD, in that HARRIS falsely claimed in applications for federal assistance that she made rental payments to Landlord #2 to rent the first floor of the Staten Island Residence following Hurricane Sandy in or about and between November 2012 and January 2014, when, as HARRIS then and there well knew and believed, she did not rent the first floor of the Staten Island Residence or make any rental payments.

(Title 18, United States Code, Sections 1001(a)(2), 1001(a)(3), 2 and 3551 et seq.)

COUNT SEVEN
(False Statements - HUD)

60. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

61. On or about July 30, 2016, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS did knowingly and willfully make one or more materially false, fictitious, and fraudulent statements and representations, and make and use one or more false writings and documents knowing the same to contain materially false, fictitious, and fraudulent statements and entries, in a matter within the jurisdiction of the executive branch of the Government of the United States, to wit: HUD, in that HARRIS falsely claimed in applications for federal assistance that her spouse owned the Adjacent Residence, when, as HARRIS then and there well knew and believed, her spouse did not own the Adjacent Residence.

(Title 18, United States Code, Sections 1001(a)(2), 1001(a)(3), 2 and 3551 et seq.)

COUNT EIGHT
(Bankruptcy Fraud – False Declaration)

62. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

63. In or about and between November 2013 and January 2014, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS, together with others, did knowingly, intentionally and fraudulently make a false declaration, certificate, verification, and statement under penalty of perjury as permitted under Section 1746 of Title 28, in and in relation to a case under

Title 11, to wit: falsely stating that she and her joint debtor spouse were receiving \$1,200 per month in financial assistance from Landlord #2.

(Title 18, United States Code, Sections 152(3), 2 and 3551 et seq.)

COUNT NINE

(Bankruptcy Fraud – Concealment)

64. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

65. On or about and between September 24, 2013 and November 13, 2013, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS, together with others, did knowingly, intentionally and fraudulently conceal from a custodian, trustee, marshal, and other officer of the court charged with the control and custody of property, and, in the connection with a case under Title 11, from creditors and the United States Trustee, property belonging to the estate of a debtor, to wit: \$10,010.08 held in a bank account maintained at Santander Bank, N.A.

(Title 18, United States Code, Sections 152(1), 2 and 3551 et seq.)

COUNT TEN

(Conspiracy to Obstruct Justice)

66. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

67. In or about and between March 2017 and May 2017, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS, together with others, did knowingly, intentionally and

corruptly conspire to obstruct, influence and impede an official proceeding, to wit: a federal grand jury proceeding, contrary to Title 18, United States Code, Section 1512(c)(2).

(Title 18, United States Code, Sections 1512(k) and 3551 et seq.)

COUNT ELEVEN
(Witness Tampering)

68. The allegations contained in paragraphs one through 47 are realleged and incorporated as if set forth fully in this paragraph.

69. In or about and between March 2017 and May 2017, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PAMELA HARRIS, together with others, did knowingly, intentionally and corruptly persuade another person, and attempt to do so, with intent to hinder, delay, and prevent the communication to a law enforcement officer of the United States of information relating to the commission and possible commission of a Federal Offense.

(Title 18, United States Code, Sections 1512(b)(3), 2 and 3551 et seq.)

CRIMINAL FORFEITURE ALLEGATION
AS TO COUNTS ONE THROUGH THREE, AND
EIGHT THROUGH ELEVEN

70. The United States hereby gives notice to the defendant that, upon her conviction of any of the offenses charged in Counts One through Three, and Eight through Eleven, the government will seek forfeiture in accordance with Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), which require any person convicted of such offenses to forfeit any property, real or personal, constituting, or derived from, proceeds obtained directly or indirectly as a result of such offenses.

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

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be


divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described in this forfeiture allegation, including but not limited to the following: any and all pensions, annuities or other benefits to which HARRIS may be entitled as a result of her employment with the New York City Department of Correction, and any and proceeds traceable thereto.

(Title 18, United States Code, Section 981(a)(1)(C); Title 21, United States Code, Section 853(p); Title 28, United States Code, Section 2461(c))

A TRUE BILL


FOREPERSON


RICHARD P. DONOGHUE
UNITED STATES ATTORNEY
EASTERN DISTRICT OF NEW YORK

No. _____

UNITED STATES DISTRICT COURT
EASTERN *District of* NEW YORK
CRIMINAL DIVISION

THE UNITED STATES OF AMERICA

vs.

Pamela Harris,

Defendant.

INDICTMENT

(T. 18, U.S.C., §§ 152(1), 152(3), 981(a)(1)(C), 981(a)(1)(D)(ii),
1001(a)(2), 1001(a)(3), 1343, 1349, 1512(c)(2), 1512(k), 2 and 3551 et
seq.; T. 21, U.S.C., § 853(p); T. 28, U.S.C., § 2461(c).)

A true bill.

Foreperson

Filed in open court this _____ day,

of _____ A.D. 20 _____

Clerk

Bail, \$ _____

Erik Paulsen, Assistant U.S. Attorney (718) 254-6135
Robert Polemeni, Assistant U.S. Attorney (718) 254-6044