


Approved: 
SARAH L. KUSHNER
Assistant United States Attorney

Before: THE HONORABLE DEBRA FREEMAN
United States Magistrate Judge
Southern District of New York

21 MAG 3643

- - - - - X

UNITED STATES OF AMERICA

- v. -

PAUL FISHBEIN,

Defendant.

: **SEALED COMPLAINT**
:
:
: Violations of
: 18 U.S.C. §§ 641, 1341,
: 1343, and 2
:
: COUNTIES OF OFFENSE:
: BRONX AND NEW YORK
:

- - - - - X

SOUTHERN DISTRICT OF NEW YORK, ss.:

ALISON LAZARO, being duly sworn, deposes and says that she is a Special Investigator with the New York City Department of Investigation ("DOI"), and charges as follows:

COUNT ONE

(Theft of Government Funds)

1. From at least in or about 2013 up to and including at least in or about the present, in the Southern District of New York and elsewhere, PAUL FISHBEIN, the defendant, did embezzle, steal, purloin, and knowingly convert to his use and that use of another, and without authority, did sell, convey, and dispose of records, vouchers, money and things of value of the United States, and a department and agency thereof, to wit, the United States Department of Housing and Urban Development ("HUD"), which exceeded the sum of \$1,000, and did receive, conceal, and retain the same with intent to convert it to his own gain, knowing it to have been embezzled, stolen, purloined and converted, to wit, the defendant fraudulently received rental subsidy payments—that included federal funds from HUD—for at least 20 properties (the "Properties") in New York City that did not belong to him.

(Title 18, United States Code, Sections 641 and 2.)

COUNT TWO
(Wire Fraud)

2. From at least in or about 2013 up to and including at least in or about the present, in the Southern District of New York and elsewhere, PAUL FISHBEIN, 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, and attempting to do so, 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, FISHBEIN fraudulently obtained money from New York City's Human Resources Administration ("HRA"), New York City's Housing Preservation & Development ("HPD"), and the New York City Housing Authority ("NYCHA") (collectively, the "Agencies"), by falsely claiming to be the landlord and owner of the Properties and renting out the Properties to homeless families under the auspices of the Agencies' rental assistance programs, and in connection therewith and in furtherance thereof, FISHBEIN transmitted and caused to be transmitted, for example, interstate electronic mail.

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

COUNT THREE
(Mail Fraud)

3. From at least in or about 2013 through at least in or about the present, in the Southern District of New York and elsewhere, PAUL FISHBEIN, 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, for the purpose of executing such scheme and artifice and attempting so to do, did place in a post office and authorized depository for mail matter, matters and things to be sent and delivered by the United States Postal Service, and did deposit and cause to be deposited matters and things to be sent and delivered by private and commercial interstate carriers, and did take and receive therefrom, such matters and things, and did knowingly cause to be delivered by mail and such carriers according to the directions thereon, and at the places at which they were directed to be delivered by the person to whom they were addressed, such matters and things, to wit, FISHBEIN fraudulently obtained money from the HRA, HPD, and NYCHA by

falsely claiming to be the landlord and owner of the Properties and renting out the Properties to homeless families under the auspices of the Agencies' rental assistance programs, and in doing so, mailed or caused to be mailed to or by those Agencies, including the HPD's office in New York, New York, packages of paperwork landlords were required to fill out and submit in order to participate in the Agencies' programs, and caused the Agencies to send FISHBEIN checks as the purported landlord of the Properties, including by mail.

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

COUNT FOUR

(Theft of Government Funds)

4. From at least in or about 2014 up to and including at least in or about the present, in the Southern District of New York and elsewhere, PAUL FISHBEIN, the defendant, did embezzle, steal, purloin, and knowingly convert to his use and that use of another, and without authority, did sell, convey, and dispose of records, vouchers, money and things of value of the United States, and a department and agency thereof, to wit, the United States Department of Health & Human Services ("HHS"), the federal agency responsible for the Medicaid program, which exceeded the sum of \$1,000, and did receive, conceal, and retain the same with intent to convert it to his own gain, knowing it to have been embezzled, stolen, purloined and converted, to wit, the defendant received more than \$47,000 in Medicaid benefits to which he was not entitled.

(Title 18, United States Code, Sections 641 and 2.)

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

5. I am a Special Investigator with the DOI and I have been personally involved in the investigation of this matter. This affidavit is based upon my personal participation in the investigation of this matter, my conversations with other law enforcement officers, as well as my examination of reports and other records. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all the facts that 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, except where otherwise indicated.

6. Through my training and experience, I have become familiar with various public assistance programs that are administered by New York City and New York State.

The Rental Assistance Program Fraud

HRA's Rental Assistance Program

7. Based on my training and experience, conversations I have had with representatives of HRA, and my review of materials obtained from HRA and publicly available information on HRA's website, I have learned, among other things, that:

a. HRA administers a rental assistance program (the "Rental Assistance Program") that helps homeless families move out of the shelter system and into stable housing.

b. Landlords who participate in the Rental Assistance Program rent housing to homeless families, and in turn, HRA pays participating landlords, among other things, (i) the first month's rent; (ii) a landlord bonus at signing, which is currently \$4,300; and (iii) a rent supplement for either the first 3 or 11 months' rent, which is paid in a lump sum at the time of the lease.

c. In addition, if a landlord uses the services of a broker in renting out the property, HRA will pay the broker a broker's fee equal to 15 percent of the annual rent.

d. These and other program-related payments from HRA to participating landlords and brokers include funds from the federal government.

e. Properties that landlords rent out must be clear of a specific set of violations and satisfy basic safety and living conditions.

HPD's Section 8 Housing Program

8. Based on my training and experience, conversations I have had with representatives of HPD, and my review of materials obtained from HPD and publicly available information on the HPD's website, I have learned, among other things, that:

a. Like the HRA, HPD offers a rental subsidy program that helps provide critical affordable housing to New

Yorkers in need. A property owner who participates in this program receives guaranteed monthly rent payments, among other benefits.

b. HPD's program is funded entirely by the federal government.

c. Specifically, HPD offers a Housing Choice Voucher program, which is also known as Section 8 ("HPD's Section 8 Housing Program"). This program provides federal funding to local housing agencies to assist eligible low-income families with rental subsidies toward decent, safe, and affordable housing. Participating families pay a certain percentage of their income toward rent and HPD pays the difference directly to the landlord.

d. A unit rented out under this program must meet federal "Housing Quality Standards" to be approved and the owner must maintain the unit in accordance with those standards. These standards are based on the minimum criteria for safe housing. For example, every Section 8 unit must have heat, hot and cold water, and an operable window in each living room and bedroom.

e. During the leasing process for this program, HPD generates and mails to the landlord a Housing Assistance Payments Contract, which the landlord must sign and return to HPD.

f. HPD pays participating landlords by check. Such checks are printed and mailed to a landlord from an office in New York, New York.

NYCHA's Section 8 Housing Program

9. Based on my training and experience, conversations I have had with representatives of NYCHA, and my review of materials obtained from NYCHA and publicly available information on NYCHA's website, I have learned, among other things, that:

a. NYCHA also operates a Section 8 program ("NYCHA's Section 8 Housing Program"), which provides assistance to eligible low- and moderate-income families to rent housing in the private market.

b. Eligibility for this program is based on a family's gross annual income and family size.

c. NYCHA's Section 8 Housing Program works as a rental subsidy that allows families to pay a reasonable amount of their income toward their rent. In general, families pay no more than 40 percent of their adjusted monthly income toward their rent share. NYCHA pays the remaining amount to the property owner on the family's behalf.

d. A unit rented out under NYCHA's Section 8 Housing Program must also meet federal "Housing Quality Standards" to be approved and the owner must maintain the unit in accordance with those standards.

e. NYCHA's Section 8 Housing Program is federally funded by HUD.

f. NYCHA makes monthly payments to owners electronically.

Overview Of FISHBEIN's Fraud On The Rental Assistance Programs

10. Based on my participation in this investigation, and as detailed below, I have learned, among other things, that PAUL FISHBEIN, the defendant, defrauded HRA's Rental Assistance Program and HPD's and NYCHA's respective Section 8 Housing Programs (collectively, the "Rental Assistance Programs") by falsely claiming to be the owner and landlord of the Properties, renting out the Properties to homeless and low/moderate-income families through the Rental Assistance Programs, and collecting money (including federal funds) from HRA, HPD, and NYCHA as the purported owner and landlord of the Properties.

11. In addition, PAUL FISHBEIN, the defendant, falsely represented to HRA that he used a broker to rent out the Properties, and collected and kept for himself certain broker's fees that HRA issued for the Properties.

12. PAUL FISHBEIN, the defendant, not only enriched himself by defrauding the HRA, HPD, and NYCHA, he also took advantage of the homeless and in-need families who were placed in the Properties. For example, most of the Properties that Fishbein rented out were dilapidated and uninhabitable. Moreover, even though he was not the lawful owner of the Properties, FISHBEIN often evicted families shortly after they were placed in the Properties.

13. Through this scheme, PAUL FISHBEIN, the defendant, fraudulently obtained more than \$1.5 million from

HRA, HPD, and NYCHA from at least in or about 2013 to in or about the present. Of that amount, more than \$270,000 consisted of federal funds.

The Fraud

14. Based on my review of documents obtained from the HRA, I know, among other things, that PAUL FISHBEIN, the defendant, defrauded HRA, HPD, and/or NYCHA by falsely claiming to be the owner and landlord of 20 Properties in New York City and renting out those Properties as his own pursuant to the Rental Assistance Programs. In general, this scheme worked in the same manner with respect to each of the Properties. For example, with respect to three of the Properties that were located in the Bronx, New York ("Bronx Property-1," "Bronx Property-2," and "Bronx Property-3," and collectively, the "Bronx Properties"), the scheme worked as follows:

Bronx Property-1

15. Based on my review of publicly available documents obtained from New York's "Automated City Register Information System" ("ACRIS"), and mortgage records for Bronx Property-1 obtained from a bank ("Mortgagor-1"), I know that, in or about February 2008, an individual ("Buyer-1") purchased Bronx Property-1 for approximately \$600,000, with approximately \$521,000 paid for by a mortgage.

16. Based on my review of court records, I know that, in or about 2009, Mortgagor-1 filed a foreclosure action ("Foreclosure Action-1") against Bronx Property-1.

17. Based on my review of publicly available documents obtained from ACRIS and documents obtained from HRA, I have learned, among other things, that in or about January 2013, while Foreclosure Action-1 was ongoing, a purported deed ("Purported Deed-1") was filed on ACRIS, which claimed to transfer Bronx Property-1 from Buyer-1 to 2166 Dean LLC, an entity owned by PAUL FISHBEIN, the defendant. Purported Deed-1 stated that 2166 Dean LLC purchased Bronx Property-1 for \$0.

18. Based on my comparison of Buyer-1's signature on the deed from 2008, to the signature on Purported Deed-1, along with the fact that PAUL FISHBEIN, the defendant, purportedly purchased Bronx Property-1 for \$0, I believe that Buyer-1's signature was forged on Purported Deed-1 and that Buyer-1 never sold Bronx Property-1 to FISHBEIN, or to 2166 Dean LLC.

19. Based on my review of court records, I have learned, among other things, that in or about 2016, a judgment of foreclosure and sale was issued in Foreclosure Action-1, awarding Mortgagor-1 ownership over Bronx Property-1.

20. Despite the fact that PAUL FISHBEIN, the defendant, was not the lawful owner of Bronx Property-1, I know based on my review of bank records and records obtained from HRA that:

a. From at least in or about 2015 through at least in or about 2019, FISHBEIN represented himself to HRA as the owner and landlord of Bronx Property-1 and rented out Bronx Property-1 through HRA's Rental Assistance Program. During this time period, FISHBEIN received at least approximately \$72,726.27 from HRA as the purported owner and landlord of Bronx Property-1.

b. In addition, on the required paperwork that FISHBEIN submitted to HRA, FISHBEIN claimed that he used the services of a broker ("Broker-1") in renting out Bronx Property-1. On that paperwork, FISHBEIN attested that he was "not the broker nor in any way associated with the Agency charging a broker's fee for the procurement of [Bronx Property-1]" and that he "will not receive any part or all of the [b]roker's fee directly or indirectly from the broker."

c. The statements above about the broker's fee were false. FISHBEIN—and not Broker-1—was the one who actually received the broker's fees HRA issued for Bronx Property-1. Specifically, based on my review of bank records, I know that, although HRA issued checks in the name of Broker-1, such checks were deposited into either an account ("Bank Account-1") at TD Bank that was held in the name of an entity owned by FISHBEIN and for which FISHBEIN was the signatory, or an account ("Bank Account-2") at Chase that was held in the name of 2166 Dean LLC and for which FISHBEIN was the signatory, and that money was not subsequently transferred to Broker-1.

Bronx Property-2

21. Based on my review of publicly available documents obtained from ACRIS, and my review of mortgage records for Bronx Property-2 obtained from a bank ("Mortgagor-2"), I know that in or about February 2008, an individual ("Buyer-2") purchased Bronx Property-2 for approximately \$600,000, with approximately \$533,850 paid for by a mortgage ("Mortgage-2").

22. Based on my review of publicly available documents obtained from ACRIS, I know that in or about January 2013, a purported deed ("Purported Deed-2") was filed on ACRIS, which claimed to transfer Bronx Property-2 from Buyer-2 to 2166 Dean LLC, PAUL FISHBEIN, the defendant's, entity. Purported Deed-2 stated that 2166 Dean LLC purchased Bronx Property-2 for \$0.

23. Based on my conversations with Buyer-2, I have learned, among other things, that Purported Deed-2 was actually a forgery, Buyer-2's signatures on Purported Deed-2 were forged, and Buyer-2 never sold Bronx Property-2 to PAUL FISHBEIN, the defendant, or to 2166 Dean LLC.

24. Based on my review of mortgage records, I have learned, among other things, that, in or about 2015, Bronx Property-2 was sold by Mortgage-2 at a foreclosure sale to a third party.

25. Despite the fact that PAUL FISHBEIN, the defendant, was not the lawful owner of Bronx Property-2, I know based on my review of bank records and records obtained from HRA that:

a. From at least in or about 2014 through at least in or about 2016, FISHBEIN represented himself to HRA as the owner and landlord of Bronx Property-2 and rented out Bronx Property-2 through HRA's Rental Assistance Program. During this time period, FISHBEIN received at least approximately \$19,592.11 from HRA as the purported owner and landlord of Bronx Property-2.

b. In addition, on the required paperwork that FISHBEIN submitted to HRA, FISHBEIN claimed that he used the services of Broker-1 in renting out Bronx Property-2. On that paperwork, FISHBEIN attested that he was "not the broker nor in any way associated with the Agency charging a broker's fee for the procurement of [Bronx Property-2]" and that he "will not receive any part or all of the [b]roker's fee directly or indirectly from the broker."

c. The statements above about the broker's fee were false. FISHBEIN—and not Broker-1—was the one who actually received the broker's fees HRA issued for Bronx Property-2. Specifically, based on my review of bank records, I know that, although HRA issued checks in the name of Broker-1, such checks were deposited into either Bank Account-1 or Bank Account-2, and that money was not subsequently transferred to Broker-1.

26. Based on my review of bank records and records obtained from HPD, I know, among other things, that from at least in or about 2014 to at least in or about 2016, PAUL FISHBEIN, the defendant, also represented himself to HPD as the owner and landlord of Bronx Property-2 and rented out Bronx Property-2 through HPD's Section 8 Housing Program. During this time period, FISHBEIN received at least approximately \$27,855.83—all of which were federal funds—from HPD as the purported owner and landlord of Bronx Property-2. At least some of this money was paid to FISHBEIN by checks that were mailed to him from New York, New York.

Bronx Property-3

27. Based on my review of publicly available documents obtained from ACRIS, and my review of mortgage records for Bronx Property-3 obtained from a bank ("Mortgagor-3"), I know that, in or about July 2008, an individual ("Buyer-3") purchased Bronx Property-3 for approximately \$705,000, with \$627,450 paid for by a mortgage ("Mortgage-3").

28. Based on my review of travel records obtained from U.S. Customs and Broder Protection, I know that Buyer-3 left the United States in or about October 2008, and has not returned to the United States since then.

29. Based on my review of publicly available documents obtained from ACRIS, I know that in or about December 2012, a purported deed ("Purported Deed-3") was filed on ACRIS, which claimed to transfer Bronx Property-3 from Buyer-3 to 2166 Dean LLC, PAUL FISHBEIN', the defendant's, entity. Purported Deed-3 stated that 2166 Dean LLC purchased Bronx Property-3 for \$0.

30. Based on the facts that Buyer-3 was not in the United States at the time Buyer-3 purportedly sold Bronx Property-3 to PAUL FISHBEIN, the defendant, for \$0, and my comparison of Buyer-3's signatures on the 2008 deed and on Purported Deed-3, I believe that Buyer-3's signatures on Purported Deed-3 were forged, and that Buyer-3 never sold Bronx Property-3 to FISHBEIN, or to 2166 Dean LLC.

31. Despite the fact that PAUL FISHBEIN, the defendant, was not the lawful owner of Bronx Property-3, I know based on my review of records obtained from HRA that from at least in or about 2013 through at least in or about 2020, FISHBEIN represented himself to HRA as the owner and landlord of

Bronx Property-3 and rented out Bronx Property-3 through HRA's Rental Assistance Program. During this time period, FISHBEIN received at least approximately \$80,707 from HRA as the purported owner and landlord of Bronx Property-3.

32. Based on my review of records obtained from NYCHA, I know, among other things, that from at least in or about 2013 through at least in or about the present, PAUL FISHBEIN, the defendant, also represented himself to NYCHA as the owner and landlord of Bronx Property-3 and rented out Bronx Property-3 through NYCHA's Section 8 Housing Program. During this time period, FISHBEIN received at least approximately \$174,183.20—all of which were federal funds—from NYCHA as the purported owner and landlord of Bronx Property-3.

The Other Properties

33. Based on my review of publicly available documents obtained from ACRIS, records obtained from HRA, mortgage records, bank records, and court documents, as well as my conversations with others, including some of the buyers who purportedly sold their Properties to PAUL FISHBEIN, the defendant, I have learned, among other things, that FISHBEIN was never the lawful owner of the other Properties. Specifically, I have learned, among other things, the following:

a. FISHBEIN's scheme to defraud HRA extended to the other Properties as well.

b. Just as he did with the Bronx Properties, FISHBEIN falsely represented to HRA that he was the owner and landlord of the other Properties, and rented out those Properties to homeless families under the auspices of HRA's Rental Assistance Program.

c. FISHBEIN fraudulently collected landlord rental subsidy payments from HRA as the purported owner and landlord of the other Properties.

d. FISHBEIN falsely claimed that brokers were used in renting out the other Properties, and fraudulently collected at least some of the broker's fees that HRA issued as a result for those Properties.

34. In addition, based on my review of records obtained from HPD, I have also learned, among other things, that in addition to Bronx Property-2, PAUL FISHBEIN, the defendant, fraudulently obtained money from HPD for one of the other

Properties ("Property-4") by falsely claiming to be the owner and landlord of Property-4. Specifically, from at least in or about 2014 through at least in or about the present, FISHBEIN rented out Property-4 through HPD's Section 8 Housing Program as the purported owner and landlord of Property-4. In doing so, FISHBEIN received at least approximately \$90,616.16 from HPD.

35. Based on my review of documents obtained from the Agencies and my review of emails obtained from PAUL FISHBEIN, the defendant's, Yahoo email account ("Yahoo Email Account"), whose servers are located in California, I have learned, among other things, that FISHBEIN was repeatedly in violation of the basic housing standards with which he, as the purported owner and landlord of the Properties, was required to comply. Moreover, FISHBEIN rented out the Properties even though many of them were dilapidated and uninhabitable, and failed to comply with even basic safety and living conditions. Finally, despite these conditions and the fact that FISHBEIN was not the lawful owner of the Properties, FISHBEIN often evicted families shortly after they were placed in one of the Properties.

36. Based on my review of emails obtained from the Yahoo Email Account, I have learned, among other things, that PAUL FISHBEIN, the defendant, and the Agencies communicated about the Properties via email during the relevant time period. For example, a representative of HPD located in New York, New York emailed FISHBEIN about one of the Properties he sought to rent out through HPD's Section 8 Housing Program.

The Medicaid Fraud

The Medicaid Program

37. Based on my review of records obtained from HRA as well as my conversations with employees of the New York State Office of the Welfare Inspector General, my training and experience, and my participation in this case and in prior investigations into New York public assistance program fraud, I know, among other things, the following:

a. Medicaid is a health insurance program for low-income adults, children, pregnant women, elderly adults and people with disabilities.

b. Medicaid is funded jointly by states and the federal government. The funds from the federal government come from HHS.

c. Medicaid is administered by states, according to federal requirements.

d. In New York State, the Medicaid program is administered by the New York State Department of Health.

e. In New York City, an eligible adult may apply for Medicaid through HRA.

f. In New York, an adult may be eligible for Medicaid if he/she (1) has high medical bills, (2) receives Supplemental Security Income, and/or (3) meets certain financial requirements.

g. In New York, to be eligible for Medicaid based on financial requirements, an adult must make below a certain monthly income and not have "resources"—that is, assets owned and/or available to the adult—above a certain amount. The qualifying monthly income and resource levels vary depending on family size.

h. The monthly income and resource levels for a family of one for the years 2014 through 2021 were as follows:

<u>Year</u>	<u>Monthly Income</u>	<u>Resource Level</u>
2014	\$809	\$14,550
2015	\$825	\$14,850
2016	\$825	\$14,850
2017	\$825	\$14,850
2018	\$842	\$15,150
2019	\$859	\$15,450
2020	\$875	\$15,750
2021	\$884	\$15,900

i. The monthly income and resource levels for a family of two for the years 2014 through 2021 were as follows:

<u>Year</u>	<u>Monthly Income</u>	<u>Resource Level</u>
2014	\$1,192	\$21,450
2015	\$1,209	\$21,750
2016	\$1,209	\$21,750
2017	\$1,209	\$21,750
2018	\$1,233	\$22,200
2019	\$1,267	\$22,800
2020	\$1,284	\$23,100
2021	\$1,300	\$23,400

The Fraud

38. Based on my review of records obtained from HRA and my conversations with representatives in HRA's Medicaid department, I have learned, among other things, that:

a. From at least in or about 2014 through at least in or about the present, PAUL FISHBEIN, the defendant, received Medicaid benefits based on his representations to HRA that he was eligible for such benefits based on Medicaid's financial requirements.

b. Specifically, from at least in or about 2014 through at least in or about the present, FISHBEIN represented to HRA—for purposes of obtaining Medicaid benefits—that he worked at a company called LMF Credit Services Inc. and that his income was approximately \$150 a week—that is, approximately \$600 a month or approximately \$7,200 a year.

c. FISHBEIN did not report any other income or any other financial resources for purposes of establishing his eligibility for Medicaid.

d. FISHBEIN—whom I believe, based on my review of his emails, was married at all relevant times—claimed he was the only member of his family for purposes of establishing his eligibility for Medicaid.

e. FISHBEIN's application and/or renewal for Medicaid benefits were processed in New York, New York.

39. Based on my review of bank records, however, and based on the information discussed above in Paragraphs 13 to 34, as well as my review of emails obtained from the Yahoo Email Account, I know that PAUL FISHBEIN, the defendant, made much more than \$150 a week. Specifically, I know, among other things, that:

a. In 2014, FISHBEIN received at least approximately \$243,465 from HRA, HPD, and/or NYCHA as the purported owner and landlord of the Properties and of other real estate in New York City.

b. In 2015, FISHBEIN received at least approximately \$426,203 from HRA, HPD, and/or NYCHA as the purported owner and landlord of the Properties and of other real estate in New York City.

c. In 2016, FISHBEIN received at least approximately \$419,946 from HRA, HPD, and/or NYCHA as the purported owner and landlord of the Properties and of other real estate in New York City.

d. In 2017, FISHBEIN received at least approximately \$323,680 from HRA, HPD, and/or NYCHA as the purported owner and landlord of the Properties and of other real estate in New York City.

e. In 2018, FISHBEIN received at least approximately \$473,733 from HRA, HPD, and/or NYCHA as the purported owner and landlord of the Properties and of other real estate in New York City.

f. In 2019, FISHBEIN received at least approximately \$313,376 from HRA, HPD, and/or NYCHA as the purported owner and landlord of the Properties and of other real estate in New York City.

g. In 2020, FISHBEIN received at least approximately \$73,761 from HRA, HPD, and/or NYCHA as the purported owner and landlord of the Properties and of other real estate in New York City.

h. From at least in or about January 2021 to April 2021, FISHBEIN received at least approximately \$23,000 from the HRA, HPD, and/or NYCHA as the purported owner and landlord of the Properties and of other real estate in New York City.

40. Based on my review of records obtained from HRA, I know that PAUL FISHBEIN, the defendant, did not report any of this income for purposes of establishing his eligibility for Medicaid.

41. In addition, based on my review of bank records, I know that the amount of money that PAUL FISHBEIN, the defendant, had in his bank accounts at any given time from at least in or about 2014 through at least in or about the present, exceeded the maximum "resource level" that one must have to qualify for Medicaid.

42. Based on my review of records obtained from HRA, I know, among other things, that despite the fact that PAUL FISHBEIN, the defendant, was not eligible for Medicaid benefits, he received at least approximately \$47,621 in Medicaid benefits

from at least in or about 2014 through at least in or about the present.

WHEREFORE, deponent respectfully requests that a warrant issue for the arrest of PAUL FISHBEIN, the defendant, and that he be arrested, and imprisoned or bailed, as the case may be.

s/Alison Lazaro, by the Court, with permission

Alison Lazaro
Special Investigator
New York City
Department of Investigations

Sworn to me through the transmission of this Affidavit by reliable electronic means (FaceTime), pursuant to Federal Rules of Criminal Procedure 41(d)(3) and 4.1 this,

2nd day of April, 2021



THE HONORABLE DEBRA FREEMAN
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK