

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, : INFORMATION  
 :  
 -v.- : 10 Cr. 150 (PGG)  
 :  
 ERIC KOPPELMAN, :  
 :  
 Defendant. :  
 :  
 - - - - -x

COUNT ONE  
(Conspiracy to Commit Bank Fraud)

The United States Attorney charges:

BACKGROUND

1. At all times relevant to this Information, 44th Street Home Funding, Inc., was a mortgage broker located in South Ozone Park, New York, and did business under the trade name "Platinum Funding" ("Platinum Funding"). At all times relevant to this Information, Platinum Funding was in the business of, among other things, brokering retail real estate and mortgage transactions, that is, arranging for the sales of homes and arranging for home mortgage loans for persons wishing to purchase homes or refinance loans on existing homes in the State of New York. At all times relevant to this Information, Platinum Funding also advertised that it was able to assist homeowners who were having financial problems and, therefore, were having difficulties making payments on existing home loans.

2. At all times relevant to this Information, a co-conspirator not named as a defendant herein ("CC-1") was employed

as a loan officer at Platinum Funding. Although CC-1 did not own Platinum Funding, CC-1 substantially controlled the operations of Platinum Funding and a related entity, Platinum MG, Inc. ("Platinum MG").

3. At all times relevant to this Information, Aegis America LLC ("Aegis"), the offices of which were in Manhattan, provided services in connection with the closings of the sales of residences in the State of New York, including by acting as an agent for a title insurance company. ERIC KOPPELMAN, the defendant, was an employee of Aegis. Among other things, KOPPELMAN conducted the closings on numerous sales of residences in the State of New York, frequently controlling the manner in which funds exchanged in connection with the transaction were disbursed. KOPPELMAN also controlled a company called Financial Solutions, Inc. ("Financial Solutions").

THE SCHEME TO STEAL "PAYOFF" MONEY

4. At a typical residential real estate closing in which the property being sold is encumbered by a home mortgage loan and the buyer is using a home mortgage loan to purchase the residence, the largest amount of the funds borrowed by the buyer is used to pay off the lender holding the seller's mortgage in order to satisfy the seller's mortgage loan (the "First Mortgage Payoff Funds"). The deposits of both the lenders issuing the seller's home mortgage loan, and the lenders providing the

buyer's home mortgage loan, are frequently insured by the Federal Deposit Insurance Corporation.

5. From at least in or about 2004 through in or about October 2005, ERIC KOPPELMAN, the defendant, and CC-1 engaged in a scheme to steal the First Mortgage Payoff Funds for various residential real estate transactions that involved Platinum Funding and/or Aegis.

6. Among other things and in order to effect the illegal scheme, ERIC KOPPELMAN, the defendant, and CC-1:

a. used their control of the disbursement of the proceeds from the loans, including the First Mortgage Payoff Funds, to issue, and cause to be issued, checks representing all or part of the First Mortgage Payoff Funds to one or more companies controlled by CC-1 instead of to the seller's lenders;

b. issued, and caused to be issued, additional checks using the First Mortgage Payoff Funds from one or more companies controlled by CC-1 to Financial Solutions;

c. falsely and fraudulently represented to the financial institutions providing home mortgage loans to buyers that part of the proceeds of the mortgage loans to buyers were being used to satisfy the seller's mortgage loan, when, in truth and in fact, the First Mortgage Payoff Funds were being used by KOPPELMAN and CC-1 for their own purposes.

7. Over the course of the scheme, ERIC KOPPELMAN, the defendant, and CC-1 stole more than \$5,000,000 of First Mortgage Payoff Funds.

STATUTORY ALLEGATIONS

8. From at least in or about 2004 through at least in or about October 2005, in the Southern District of New York and elsewhere, ERIC KOPPELMAN, the defendant, CC-1, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each other to commit an offense against the United States, to wit, a violation of Title 18, United States Code, Section 1344.

9. It was further a part and an object of the conspiracy that ERIC KOPPELMAN, the defendant, CC-1, and others known and unknown, unlawfully, willfully, and knowingly would and did execute and attempt to execute a scheme and artifice to defraud a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain monies, 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

10. 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 July 8, 2005, CC-1 issued and caused to be issued a check in the amount of \$50,000 to Financial Solutions.

b. On or about October 7, 2005, ERIC KOPPELMAN, the defendant, attended a closing for the sale of a house.

c. In or about 2005, KOPPELMAN received cash representing stolen First Mortgage Payoff Funds from another person on a street in lower Manhattan.

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

FORFEITURE ALLEGATION

11. As a result of committing the offense alleged in Count One of this Information, ERIC KOPPELMAN, the defendant, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982, property constituting, and derived from, proceeds obtained directly and indirectly as the result of such violation, including but not limited to the following:

a. At least \$1,000,000 in United States currency, in that such sum in aggregate is property representing the amount of proceeds obtained by KOPPELMAN as a result of the offense;

b. All of the defendant's right, title, and interest in a personal loan in the approximate amount of \$195,000 to Catherine A. and Brian K. Becker and any resulting interest that the defendant has in all that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 115 Colleen Drive, Blakeslee, Pennsylvania 18610-2043; and

c. All of the defendant's right, title, and interest in a personal loan in the approximate amount of \$194,180 to Steven and Denise Donadio and any interest that the defendant has in all that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments, and easements, located at 951 Black Birch Court, Long Pond, Pennsylvania 18334.

SUBSTITUTE ASSET PROVISION

12. 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 person;

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 subdivided without difficulty,  
it is the intent of the United States, pursuant to Title 18,  
United States Code, Section 982(b), 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.)

  
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PREET BHARARA  
United States Attorney

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