

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - -x

UNITED STATES OF AMERICA :

- v. - :

INDICTMENT

NATARAJAN R. VENKATARAM, :
a/k/a "Raju," :

S1 06 Cr. 102 (RPP)

ROSA ABREU, and :

D.V.S. RAJU, :

Defendants. :

- - - - -x

COUNT ONE

(Conspiracy)

Background

The Grand Jury charges:

The New York City Office of Chief Medical Examiner

1. At all times relevant to this Indictment, New York City's Office of the Chief Medical Examiner ("OCME") was responsible for investigating deaths resulting from criminal violence, casualty or suicide, and other deaths occurring in a suspicious or unusual manner. The OCME also provided forensic services, including DNA testing, to support criminal investigations, and managed all functions of the City mortuary, including the retrieval and processing of the bodies of dead persons and the conducting of autopsies. The OCME was and is part of the New York City Department of Health and Mental

Hygiene. The OCME's headquarters was and is located at 520 First Avenue, New York, New York.

2. On September 11, 2001, the World Trade Center towers were struck by airplanes piloted by terrorists, and the OCME was assigned the task of identifying victims through the forensic analysis of body parts and other evidence collected at the World Trade Center site. Since that time, many of the OCME's September 11-related expenses have been reimbursed by the Federal Emergency Management Agency ("FEMA"). In 2002, the OCME received more than \$30 million in reimbursements from FEMA, and in 2003, the OCME received more than \$16 million in reimbursements from FEMA. Among the purposes for which the OCME sought and obtained FEMA assistance were the purchase of computer hardware, software applications, and support services. The OCME/Department of Health and Mental Hygiene also received in excess of \$10,000 in federal funding for other purposes in each of the years 1999 through 2005.

3. At all times relevant to this Indictment, the OCME relied heavily on computers and information technology systems (generally called "Management Information Systems" or "MIS") to conduct its work. Among other things, the OCME's computer

systems were used to: (a) keep track of forensic evidence collected by law enforcement from crime scenes, including DNA evidence; (b) identify crime victims by matching DNA results to known DNA samples collected from the families of victims and others; (c) further identify victims by collecting, correlating and/or matching other evidence, such as dental records and other forensic and real evidence collected by law enforcement; and (d) create appropriate government records, such as death certificates, that resulted from the OCME's work. The OCME's need for computer systems to serve these functions was particularly acute following the September 11 attack. In addition, the OCME relied on computer systems to conduct its day-to-day business and to fulfill its governmental mission, which included creating and processing records, and handling e-mail correspondence. The OCME had its own MIS department, which had day-to-day responsibility for supporting the OCME's internal information technology system.

4. At all times relevant to this Indictment, the OCME had its own Procurement Department, which was supposed to determine the proper procurement method for the OCME to contract for purchases of goods and services, conduct bid solicitations when required under New York City rules, conduct background

checks on prospective OCME vendors, collect and review bids received, determine which vendor qualified as the lowest responsible bidder, and issue a formal purchase document to the selected vendor. The Procurement Department was also supposed to receive and process vendor invoices. The OCME was required to procure goods and services in accordance with New York City rules and directives, which were designed to assure competition in the award of agency contracts. According to those rules and directives, the OCME was required: (i) to vest responsibility for procurement solely in the Procurement Department so that only the Procurement Department - rather than other agency employees - interacted with vendors in the procurement process; (ii) to put all purchases of \$5,000 or more out to bid; (iii) to solicit written bids for all purchases of \$25,000 or more; and (iv) to conduct a "responsibility determination" designed to ensure that the vendor is capable of performing the contract and is a company with business integrity. Pursuant to this requirement, any vendor on a contract greater than \$100,000, as well as the vendor's principals, had to make certain disclosures, which were reviewed by the New York City Department of Investigation ("DOI"). DOI would then provide information regarding the

contractor and its principals to the contracting agency for its responsibility determination. In the event of an emergency creating an immediate need for goods or services, an agency could bypass normal procurement processes and make an emergency purchase.

The Co-Conspirators

5. From in or about March 1992, through on or about September 6, 2005, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," was the director of the OCME's MIS department. In that capacity, he supervised the day-to-day operation of the OCME's computer network. His responsibilities included the support of the OCME's computer hardware and software applications. He was also responsible for supervising outside consultants who provided day-to-day support services for the OCME's computer network.

6. At all times relevant to this Indictment, defendant ROSA ABREU was the OCME's Director of Records, and served as the primary assistant to defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," in the MIS department. ABREU's responsibilities included assisting in support of computer hardware, software applications, and consultants.

7. At all times relevant to this Indictment,

defendant D.V.S. RAJU was the Chairman and Managing Director of Visualsoft Technologies Ltd., an India-based company that provided prepackaged computer programs, outsourcing computer services, and computer solutions to various industries. The company's headquarters was and is located in Hyderabad, India.

8. At all times relevant to this Indictment, a co-conspirator not named as a defendant herein ("CC-1") was a principal in, and controlled, three companies named Comprehensive Computer Resources ("CCR"), Infotech Partners Inc. ("Infotech"), and HS Group Inc. ("HS Group"). CCR, Infotech, and HS Group contracted with the OCME to provide computer services, and all three companies were paid under those contracts.

Statutory Allegation

9. From in or about January 1999, through in or about September 2005, in the Southern District of New York and elsewhere, defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," ROSA ABREU, and D.V.S. RAJU, and others known and unknown, unlawfully, willfully, and knowingly combined, conspired, confederated, and agreed together and with each other to commit offenses against the United States, to wit, violations of Title 18, United States Code, Sections 666 and 1956.

10. It was a part and an object of the conspiracy that defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU, being employees and agents of the New York City Department of Health and Mental Hygiene, Office of Chief Medical Examiner, an organization that received within a one-year period before and during the commission of the offense benefits in excess of \$10,000 under a Federal program involving subsidies and other forms of Federal assistance, and D.V.S. RAJU and others known and unknown, unlawfully, willfully and knowingly would and did embezzle, steal, obtain by fraud, intentionally misapply, and without authority knowingly convert to the use of persons other than the rightful owners, property valued at more than \$5,000, that was under the care, custody and control of the OCME, in violation of Title 18, United States Code, Section 666(a)(1).

11. It was a further part and an object of the conspiracy that defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," ROSA ABREU, D.V.S. RAJU, and others known and unknown, would and did conduct and attempt to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and

knowing that such financial transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

12. It was a further part and an object of the conspiracy that defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," ROSA ABREU, D.V.S. RAJU, and others known and unknown, would and did transport, transmit, and transfer, and attempt to transport, transmit, and transfer, funds from a place in the United States to and through a place outside the United States, knowing that the funds involved in the transportation, transmission, and transfer represented the proceeds of some form of unlawful activity, and knowing that such transportation, transmission, and transfer was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(2)(B)(i).

Means and Methods of the Conspiracy

13. Among the means and methods by which defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," ROSA ABREU, D.V.S. RAJU,

and others known and unknown, would and did carry out the objects of the conspiracy were the following:

a. In furtherance of the scheme, starting in or about January 1999 and continuing to in or about August 2005, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused the OCME to award contracts for computer services to CC-1's companies CCR, Infotech, and HS Group. VENKATARAM and CC-1 agreed that CC-1's companies would at times bid on the same OCME contract and that VENKATARAM would advise CC-1 as to the dollar amount that each of CC-1's companies should bid. In the vast majority of cases, VENKATARAM and CC-1 further agreed that CC-1's companies would not themselves perform substantial work, but would instead transfer the monies paid by the OCME to other companies as directed by VENKATARAM, in exchange for a fee. The OCME paid CCR, Infotech, and HS Group more than \$13 million in contracts between 1999 and 2004.

b. Between March 2000 and May 2002, defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU, with the assistance of others, formed three shell companies named A&D Marketing Corp. ("A&D Marketing"), Trade A2Z Inc. ("Trade A2Z"), and Infodata Associates Corp. ("Infodata"). None of these

companies had any employees or conducted any legitimate business. VENKATARAM and ABREU arranged to open bank accounts in the names of these three companies, and a post office box in the name of A&D Marketing.

c. After CCR, Infotech, or HS Group received monies from the OCME under its contract with the OCME, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," directed CC-1 to issue checks from the CCR, Infotech, or HS Group bank accounts, payable to A&D Marketing, Trade A2Z, or Infodata, in dollar amounts determined by VENKATARAM. VENKATARAM also directed CC-1 to sign blank CCR, Infotech, or HS Group checks, and provide them to VENKATARAM, who then issued the checks to A&D Marketing, Trade A2Z, or Infodata in various dollar amounts. The checks written to A&D Marketing, Trade A2Z, and Infodata were subsequently deposited into the bank accounts set up in the names of those companies.

d. Defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," directed CC-1 to issue other checks from the CCR, Infotech, and HS Group bank accounts to companies run by acquaintances of VENKATARAM, including Afshin Enterprises, Inc. ("Afshin Enterprises"), Farah Enterprises, Inc. ("Farah

Enterprises"), IT Streams, Inc. ("IT Streams"), Paragon Advance Technologies, Inc. ("Paragon"), Eyork Consulting Inc. ("Eyork"), Cardinal Limousine, Inc. ("Cardinal Limousine"), Wireless Stop, Inc. ("Wireless Stop"), SGS Business Services, Inc. ("SGS Business"), and Sawhney Trading, Inc. ("Sawhney Trading"). None of these companies provided any goods or services to CCR, Infotech, or HS Group, nor did they provide services to the OCME, with the exception of IT Streams, which provided some services to the OCME but not to the extent reflected in the payments made by the OCME to CCR. In some instances, VENKATARAM directed CC-1 to sign blank CCR, Infotech, or HS Group checks, and provide those checks to him. He then issued the checks to a number of these companies in various dollar amounts.

e. The CCR, Infotech, and HS Group checks issued to, and deposited into the bank accounts for, A&D Marketing, Trade A2Z, and Infodata, constituted most of the monies deposited into those accounts. Defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU used a portion of those monies to pay for their personal expenses and the personal expenses of another person. A portion of those monies was transferred into VENKATARAM's personal investment accounts, and a portion of those

monies was transferred out of the United States, or withdrawn as cash.

f. Defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused the principals of IT Streams, Paragon, Eyork, Cardinal Limousine, Wireless Stop, SGS Business, and Sawhney Trading to transfer most of the monies received from CCR, Infotech, or HS Group to him in the form of cash, or by issuing checks to him, or by issuing checks to two companies he owned, Reliable Services and Products, Inc. or Reliable Health Services. VENKATARAM purchased fast food restaurants with the monies paid to Afshin Enterprises and Farah Enterprises.

g. Defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," incorporated a company called Visualsoft Corporation ("Visualsoft") in the State of New York on or about February 27, 2004, and caused another person to open a bank account in the name of the company on or about March 31, 2004. VENKATARAM then caused the OCME to award a computer services contract to Visualsoft. Although Visualsoft provided no goods or services to the OCME under the contract, VENKATARAM caused Visualsoft to submit fraudulent invoices to the OCME, and in or about July and August 2004, VENKATARAM caused the OCME to pay Visualsoft the

full amount called for under the contract. VENKATARAM then had Visualsoft issue checks made payable to Infodata for most of the monies received from the OCME.

h. During the period from June 2002 through February 2005, the OCME made periodic payments to CCR under a contract for CCR to provide the OCME with computer services to assist in the OCME's response to the September 11, 2001 terrorist attack on the World Trade Center. During the same period, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to wire-transfer a total of approximately \$6 million from CCR to defendant D.V.S. RAJU and his company Visualsoft Technologies, Ltd. in Hyderabad, India on the basis of fraudulent invoices identifying supposed work that had neither been requested of Visualsoft Technologies nor performed. Visualsoft Technologies, Ltd., of which defendant D.V.S. RAJU was Chairman and Managing Director, had provided only minimal goods or services to CCR and the OCME between June 2002 and February 2005.

Overt Acts

14. In furtherance of the conspiracy and to effect the illegal object thereof, defendants NATARAJAN R. VENKATARAM, a/k/a/ "Raju," ROSA ABREU, D.V.S. RAJU, and others known and

unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. On or about April 14, 2000, defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU caused another person to open a bank account in the name of Trade A2Z at a Citibank branch in Rego Park, New York.

b. On or about July 12, 2001, defendant ROSA ABREU caused another person to open a bank account in the name of A&D Marketing at a JPMorgan Chase branch in Astoria, New York.

c. On or about November 30, 2001, defendant ROSA ABREU directed another person to cash a check for \$7,500 drawn on the A&D Marketing bank account at JPMorgan Chase and to provide ABREU with the money in New York, New York.

d. On or about February 26, 2002, defendant ROSA ABREU caused another person to open a bank account in the name of A&D Marketing at a Fleet Bank branch in New York, New York.

e. On or about May 3, 2002, defendant ROSA ABREU caused another person to open a bank account in the name of Infodata at a Fleet Bank branch in Forest Hills, New York.

f. On or about July 18, 2003, defendant ROSA ABREU opened a post office box at the United States Post Office

at Murray Hill Station, New York, New York, in the name of A&D Marketing.

g. On or about March 31, 2004, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused another person to open a bank account in the name of Visualsoft Corporation at a Citibank branch in Queens, New York.

h. On or about July 7, 2003, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a CCR check in the amount of \$43,000 to A&D Marketing.

i. On or about October 8, 2002, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a CCR check in the amount of \$18,000 to Trade A2Z.

j. On or about March 27, 2004, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a CCR check in the amount of \$26,000 to Infodata.

k. On or about October 8, 2002, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a CCR check in the amount of \$65,000 to Afshin Enterprises.

l. On or about September 5, 2002, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused

CC-1 to issue a CCR check in the amount of \$70,000 to Farah Enterprises.

m. On or about December 26, 2002, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a CCR check in the amount of \$62,880 to IT Streams.

n. On or about April 19, 2005, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a CCR check in the amount of \$18,560 to Paragon.

o. On or about April 25, 2002, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a Infotech check in the amount of \$63,000 to Eyork.

p. On or about April 25, 2002, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a Infotech check in the amount of \$61,000 to Cardinal Limousine.

q. On or about April 29, 2002, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a Infotech check in the amount of \$56,000 to Wireless Stop.

r. On or about April 15, 2003, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-

1 to issue a CCR check in the amount of \$18,300 to SGS Business.

s. On or about September 12, 2003, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to issue a CCR check in the amount of \$9,185 to Sawhney Trading.

t. On or about August 3, 2004, in New York, New York, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused another person to issue a Visualsoft Corporation check in the amount of \$42,000 to Infodata.

u. On or about June 27, 2002, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to wire-transfer \$740,000 from New York, New York to Visualsoft Technologies, Ltd. in Hyderabad, India.

v. On or about November 14, 2003, defendant D.V.S. RAJU caused employees of Visualsoft Technologies, Ltd. in Hyderabad, India to prepare an invoice to CCR for \$475,000.

w. On or about December 1, 2003, defendant D.V.S. RAJU caused employees of Visualsoft Technologies, Ltd. in Hyderabad, India to prepare an invoice to CCR for \$475,000.

x. On or about December 24, 2003, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to wire-

transfer \$475,000 from New York, New York to Visualsoft Technologies, Ltd. in Hyderabad, India.

y. On or about December 29, 2003, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," caused CC-1 to wire-transfer \$475,000 from New York, New York to Visualsoft Technologies, Ltd. in Hyderabad, India.

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

COUNT TWO

(Embezzlement)

The Grand Jury further charges:

15. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

16. From in or about 1999, through in or about September 2005, in the Southern District of New York and elsewhere, defendants NATARJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU, being employees and agents of the New York City Department of Health and Mental Hygiene, Office of Chief Medical Examiner, an organization that received within the one-year period before and during the commission of this offense benefits

in excess of \$10,000 under a Federal program involving subsidies and other forms of Federal assistance, and defendant D.V.S. RAJU unlawfully, willfully, and knowingly did embezzle, steal, obtain by fraud, intentionally misapply, and without authority knowingly convert to the use of persons other than the rightful owners, property valued at more than \$5,000 and that was under the care, custody and control of the OCME, including millions of dollars that had been provided to the OCME by the Federal Emergency Management Agency, for use in responding to the September 11, 2001 attack.

(Title 18, United States Code, Sections 666(a)(1)(A) and 2.)

COUNT THREE

(Money Laundering - Afshin Enterprises)

The Grand Jury further charges:

17. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

18. From at least in or about August 2002, up to and including at least in or about February 2003, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct financial transactions involving the proceeds of specified

unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, VENKATARAM caused CC-1 to issue CCR checks totaling approximately \$255,500 to Afshin Enterprises.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT FOUR

(Money Laundering - Farah Enterprises)

The Grand Jury further charges:

19. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

20. From at least in or about June 2002, up to and including at least in or about November 2002, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such

financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, VENKATARAM caused CC-1 to issue CCR checks totaling approximately \$254,000 to Farah Enterprises.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT FIVE

(Money Laundering - IT Streams)

The Grand Jury further charges:

21. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

22. From at least in or about February 2002, up to and including at least in or about March 2004, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of

unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, VENKATARAM caused CC-1 to issue CCR checks totaling approximately \$516,949 to IT Streams, and then caused a principal of IT Streams to issue checks to Reliable Services and Products totaling approximately \$273,767. (Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT SIX

(Money Laundering - Paragon)

The Grand Jury further charges:

23. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

24. From at least in or about October 2002, up to and including at least in or about April 2005, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of

unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, VENKATARAM caused CC-1 to issue CCR checks totaling approximately \$159,210 to Paragon, and then caused the principal of Paragon to issue checks to Reliable Services and Products and to VENKATARAM and make cash payments to VENKATARAM totaling less than \$159,000.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT SEVEN

(Money Laundering - Eyork)

The Grand Jury further charges:

25. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

26. From at least in or about November 2001, up to and including at least in or about April 2003, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such

financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, Infotech, and HS Group, VENKATARAM caused CC-1 to issue CCR, Infotech, and HS Group checks totaling approximately \$167,120 to Eyork, and then caused a principal of Eyork to issue checks to Reliable Services and Products, and make cash payments to VENKATARAM totaling approximately \$162,400.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT EIGHT

(Money Laundering - Cardinal Limousine)

The Grand Jury further charges:

27. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

28. From at least in or about April 2002, up to and including at least in or about November 2002, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct

financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR and Infotech, VENKATARAM caused CC-1 to issue CCR and Infotech checks totaling approximately \$87,300 to Cardinal Limousine, and then caused a principal of Cardinal Limousine to issue checks to Reliable Services and Products and Reliable Health Services totaling approximately \$90,000.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT NINE

(Money Laundering - Wireless Stop)

The Grand Jury further charges:

29. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

30. From at least in or about April 2002, up to and including at least in or about December 2003, in the Southern

District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR and Infotech, VENKATARAM caused CC-1 to issue CCR and Infotech checks totaling approximately \$131,630 to Wireless Stop as a loan, and then caused the principal of Wireless Stop to issue checks to Reliable Services and Products, and pay cash to VENKATARAM, in repayment of the loan.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT TEN

(Money Laundering - SGS Business)

The Grand Jury further charges:

31. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

32. In or about April 2003, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, VENKATARAM caused CC-1 to issue a CCR check in the amount of \$18,300 to SGS Business.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT ELEVEN

(Money Laundering - Sawhney Trading)

The Grand Jury further charges:

33. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

34. In or about September 2003, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct

financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, VENKATARAM caused CC-1 to issue a CCR check in the amount of \$9,185 to Sawhney Trading.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT TWELVE

(Money Laundering - A&D Marketing)

The Grand Jury further charges:

35. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

36. From at least in or about June 2001, up to and including at least in or about July 2003, in the Southern District of New York and elsewhere, defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved

in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, Infotech, and HS Group, VENKATARAM caused CC-1 to issue checks drawn on accounts for CCR, Infotech, and HS Group, totaling approximately \$648,484, to A&D Marketing, which VENKATARAM and ABREU deposited into A&D Marketing bank accounts and withdrew as cash, used to pay personal expenses, and transferred outside the United States. (Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT THIRTEEN

(Money Laundering - Trade A2Z)

The Grand Jury further charges:

37. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

38. From at least in or about March 2000, up to and including at least in or about December 2002, in the Southern District of New York and elsewhere, defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU conducted and attempted

to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, Infotech, and HS Group, VENKATARAM caused CC-1 to issue checks drawn on accounts of CCR, Infotech, and HS Group, totaling approximately \$597,241 to Trade A2Z, which VENKATARAM and ABREU deposited into Trade A2Z bank accounts and withdrew as cash, used to pay personal expenses, and transferred outside the United States and into personal investment accounts.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT FOURTEEN

(Money Laundering - Infodata)

The Grand Jury further charges:

39. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

40. From at least in or about March 2004, up to and

including at least in or about April 2005, in the Southern District of New York and elsewhere, defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, VENKATARAM caused CC-1 to issue checks drawn on accounts of CCR totaling approximately \$97,600 to Infodata, which VENKATARAM and ABREU deposited into Infodata bank accounts and withdrew as cash and used to pay personal expenses.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT FIFTEEN

(Money Laundering - Visualsoft Corporation)

The Grand Jury further charges:

41. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

42. From at least in or about August 2004, up to and including at least in or about October 2004, in the Southern District of New York and elsewhere, defendant NATARAJAN R. VENKATARAM, a/k/a "Raju," conducted and attempted to conduct financial transactions involving the proceeds of specified unlawful activity, knowing that the property involved in such financial transactions represented the proceeds of some form of unlawful activity, and knowing that such financial transactions were designed in whole or in part to conceal and to disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to Visualsoft Corporation, VENKATARAM issued and caused another person to issue checks drawn on an account of Visualsoft Corporation, totaling approximately \$94,000 to Infodata.

(Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.)

COUNT SIXTEEN

(Money Laundering - Visualsoft Technologies Ltd.)

The Grand Jury further charges:

43. The allegations contained in paragraphs 1 through 14 are repeated and realleged as if fully stated herein.

44. From in or about June 2002 through in or about February 2005, in the Southern District of New York and elsewhere, defendants NATARAJAN R. VENKATARAM, a/k/a "Raju," and D.V.S. RAJU transported, transmitted, and transferred, and attempted to transport, transmit, and transfer, funds from a place in the United States to and through a place outside the United States, knowing that the funds involved in the transportation, transmission, and transfer represented the proceeds of some form of unlawful activity, and knowing that such transportation, transmission, and transfer was designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, to wit, after having fraudulently arranged to funnel OCME funds to CCR, VENKATARAM caused CC-1 to send wire transfers totaling approximately \$6 million from a CCR bank account in New York, New York to D.V.S. RAJU through a bank account of Visualsoft Technologies, Ltd. in Hyderabad, India.

(Title 18, United States Code, Section 1956(a)(2)(B)(i) and 2.)

Forfeiture Allegations

45. As the result of conspiring to commit Federal program fraud in violation of Sections 371 and 666(a)(1) of Title

18, United States Code, alleged in Count One of this Indictment, NATARAJAN R. VENKATARAM, a/k/a "Raju," ROSA ABREU and D.V.S. RAJU, the defendants, shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offense, including but not limited to the following:

a. At least \$9,000,000 in United States currency, in that such sum in aggregate is property representing the amount of proceeds obtained as a result of the conspiracy to commit Federal program fraud, for which the defendants are jointly and severally liable.

46. As the result of committing the Federal program fraud offense in violation of Title 18, United States Code, Section 666(a)(1), alleged in Count Two of this Indictment, NATARAJAN R. VENKATARAM, a/k/a "Raju," and ROSA ABREU, the defendants, shall forfeit to the United States pursuant to Title 18, United States Code, Section 982(a)(3)(A), all property, real or personal, which represents or is traceable to the gross receipts obtained, directly or indirectly, as a result of said violation, including but not limited to the following:

a. At least \$9,000,000 in United States currency, in that such sum in aggregate is property representing the amount of gross receipts obtained, directly or indirectly, as a result of the Federal program fraud offense, for which the defendants are jointly and severally liable.

47. As the result of committing one or more of the money laundering offenses in violation of 18 U.S.C. § 1956, alleged in Counts Three through Sixteen of this Indictment, NATARAJAN R. VENKATARAM, a/k/a "Raju," the defendant, shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(1), all property, real and personal, involved in the money laundering offenses and all property traceable to such property, including but not limited to the following:

a. At least \$9,000,000 in United States currency, in that such sum in aggregate is property which was involved in the money laundering offenses or is traceable to such property, for which the defendants are jointly and severally liable.

48. As the result of committing one or more of the money laundering offenses in violation of 18 U.S.C. § 1956, alleged in Counts Twelve through Fourteen of this Indictment,

ROSA ABREU, the defendant, shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(1), all property, real and personal, involved in the money laundering offenses and all property traceable to such property, including but not limited to the following:

a. At least \$9,000,000 in United States currency, in that such sum in aggregate is property which was involved in the money laundering offenses or is traceable to such property, for which the defendants are jointly and severally liable.

49. As the result of committing one or more of the money laundering offenses in violation of 18 U.S.C. § 1956, alleged in Count Sixteen of this Indictment, D.V.S. RAJU, the defendant, shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(1), all property, real and personal, involved in the money laundering offenses and all property traceable to such property, including but not limited to the following:

a. At least \$9,000,000 in United States currency, in that such sum in aggregate is property which was involved in the money laundering offenses or is traceable to such property, for which the defendants are jointly and severally

liable.

50. If any of the above-described forfeitable property, as a result of any act or omission of the defendants-

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 intention of the United States, pursuant to Title 18, United States Code, Section 982(b), to seek forfeiture of any other property of said defendants up to the value of the forfeitable property.

(Title 18, United States Code, Sections 666, 981, 982 and 1956; Title 28, United States Code, Section 2461.)

FOREPERSON

MICHAEL J. GARCIA
United States Attorney