

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **Hon.**
:
: **Criminal No. 06-**
v. :
:
: **Title 18, United States Code,**
DINESH DALMIA, : **Sections 371, 1343, 1956(h), 1957(a) & 2**
a/k/a “Nick Mittal,” :
: **Forfeiture Allegations --**
ASHISH PAUL, and :
: **Title 18, United States Code, Section 982**
WILLIAM DOWLING :

INDICTMENT

The Grand Jury in and for the District of New Jersey, sitting at Newark,
charges:

COUNT ONE -- CONSPIRACY
(18 U.S.C. § 371)

BACKGROUND

THE COCONSPIRATORS

1. At all times relevant to this Indictment:

a. **Defendant DINESH DALMIA, a/k/a “Nick Mittal.”** Defendant **DINESH DALMIA, a/k/a “Nick Mittal” (“defendant DINESH DALMIA”)**, was a citizen of the Country of India and resided in or around Fort Lee, New Jersey. **Defendant DINESH DALMIA** used the name “Nick Mittal” when engaged in business transactions on behalf of Allserve Systems Corp., d/b/a “All Serve Systems Corp.” (“Allserve”), B2B Solutions, Inc., a/k/a “B2B Technologies, Inc.” (“B2B”), and Vanguard Info Solutions Corporation (“Vanguard”) (collectively, Allserve, B2B, and Vanguard are referred to herein as “the Dalmia Controlled Companies”). **Defendant DINESH DALMIA** also

operated IGTL Solutions (USA) Inc. (“IGTL”), and when dealing on behalf of that company, identified himself as “Dinesh Dalmia.”

b. **Defendant ASHISH PAUL.** Defendant ASHISH PAUL resided in or around Columbus, Ohio, and Norwood, New Jersey, and was employed as President of Cincom iOutsource, a company located in or around Cincinnati, Ohio. **Defendant ASHISH PAUL** controlled checking accounts at Fifth Third Bank in the name of his wife, N.P. (the “N.P. Fifth Third Bank Account”), and his child, A.P. (the “A.P. Fifth Third Bank Account”), as well as a checking account at Huntington National Bank in the name of another child, R.P. (the “R.P. Huntington Bank Account”).

c. **G.R. G.R.**, who is named as a coconspirator but not as a defendant herein, was an Ohio resident employed as a Sales Manager for Cincom iOutsource. At Cincom iOutsource, **G.R.** reported directly to **defendant ASHISH PAUL.** **G.R.** also established business entities known as Global Processes and Servicing Corporation (“GPS”) and Unkcom, Inc. (“Unkcom”).

THE BUSINESS ENTITIES OF THE COCONSPIRATORS

2. At all times relevant to this Indictment:

a. **The Dalmia Controlled Companies.** Allserve, B2B, and Vanguard were purportedly in the business of operating telephone call centers wherein telephone operators purportedly used high-end telecommunications, computer, and electronics equipment (the “High-End Equipment”) in order to place and receive telephone calls to and from consumers regarding customer service inquiries, commercial solicitations, and debt collection. Allserve obtained the High-End Equipment through multi-million dollar lease-financing contracts with banks and other corporate lending institutions (the “Lenders”), which actually paid for the up-front costs of the High-End Equipment. The

lease-financing contracts were written agreements that obligated the Dalmia Controlled Companies to make monthly lease payments to the Lenders for the use of the High-End Equipment. Allserve maintained an office located in or around North Brunswick, New Jersey, and warehouse space located in or around Trenton, New Jersey. Allserve was affiliated with B2B, which subsequently changed its name to Vanguard and, in a similar fashion to Allserve, purportedly operated telephone call centers and entered into lease-financing contracts with the Lenders. Allserve maintained a checking account at Bank of America (the “Allserve Bank of America Account”). B2B maintained a checking account at Commerce Bank that was later used by Vanguard after B2B changed its name (the “B2B Commerce Bank Account”).

b. **IGTL Solutions (USA) Inc.** IGTL, with an office located in or around Princeton, New Jersey, purported to sell High-End Equipment to information technology companies. **Defendant DINESH DALMIA** controlled checking accounts in the name of IGTL at Commerce Bank (the “IGTL Commerce Bank Account”) and PNC Bank (the “IGTL PNC Bank Account”).

c. **Cincom iOutsource.** Cincom iOutsource, an information technology company located in or around Cincinnati, Ohio, purported to provide comprehensive “turnkey solutions” for customers seeking to operate telephone call centers. According to press releases and promotional literature, Cincom iOutsource’s “turnkey solutions” consisted of providing the High-End Equipment needed to operate the call centers, as well as “call lists,” “dialing lists,” or “dialing list data” (“Call Lists”), which were purportedly needed in order for telephone operators to use the High-End Equipment at Allserve’s telephone call centers. The day-to-day business operations at Cincom iOutsource were performed by **defendant ASHISH PAUL** and **G.R.** Cincom

iOutsource was a subsidiary of Cincom Systems, Inc. (“Cincom Systems”), a world-wide software and technology company based in or around Cincinnati, Ohio. Cincom iOutsource maintained a checking account at Key Bank (the “Cincom iOutsource Key Bank Account”).

d. **List Management International.** List Management International (“LMI”), a shell company with addresses in or around Columbus, Ohio, and in or around Dublin, Ohio, purportedly sold Call Lists to Cincom iOutsource for resale to the Dalmia Controlled Companies as part of High-End Equipment lease-financing contracts. LMI maintained a checking account at Key Bank (the “LMI Key Bank Account”).

e. **Global Processes and Servicing Corporation.** Global Processes and Servicing Corporation, a shell company with an address in or around North Port, Florida, also purported to sell Call Lists to Cincom iOutsource for resale to the Dalmia Controlled Companies as part of the High-End Equipment lease-financing contracts. **G.R.** maintained a business checking account at Charlotte State Bank in the name of GPS (the “GPS Charlotte State Bank Account”) on which he was an authorized signatory.

f. **Unkcom.** Unkcom, a shell company with an address in or around North Port, Florida, engaged in no real business activities, but received electronic wire transfers of monies from LMI and GPS to accounts maintained at Fifth Third Bank (the “Unkcom Fifth Third Bank Account”) and Home Federal Bank (the “Unkcom Home Federal Bank Account”), which monies were, in turn, distributed for the benefit of **defendant DINESH DALMIA, defendant ASHISH PAUL, G.R., and others.**

THE CORPORATE LENDING INSTITUTIONS

3. At all times relevant to this Indictment:

a. **THE LENDERS.** The Lenders were banks and corporate lending institutions in the business of simultaneously purchasing new multi-million dollar assets from vendors and leasing them to qualified, creditworthy customers through lease-financing contracts. The Lenders included the Fifth Third Leasing Company with offices in or around Cincinnati, Ohio ("Fifth Third Leasing"); CitiCapital Technology Finance, Inc., with offices in or around Mahwah, New Jersey ("CitiCapital"); G.E. Capital Finance with offices in or around Danbury, Connecticut ("GE"); and others.

THE CONSPIRACY

4. From in or about January 2004 through in or about December 2005, in Middlesex and Camden Counties, in the District of New Jersey, and elsewhere, defendants

**DINESH DALMIA, a/k/a "Nick Mittal,"
and
ASHISH PAUL**

did knowing and willfully conspire and agree with each other and others to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme and artifice was in substance and in part as set forth below, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals, pictures, and sounds, contrary to Title 18, United States Code, Section 1343.

OBJECT OF THE CONSPIRACY

5. It was the object of the conspiracy to induce the Lenders to enter into multi-million dollar lease-financing contracts with the Dalmia Controlled Companies and to pay for High-End Equipment and Call Lists that did not exist. Monies obtained from the Lenders were then disbursed to numerous bank accounts for the benefit of **defendant DINESH DALMIA, defendant ASHISH PAUL**, and their coconspirators.

MANNER AND MEANS OF THE CONSPIRACY

6. It was part of the conspiracy that **defendant DINESH DALMIA**, representing himself to be a senior executive named “Nick Mittal” from one of the Dalmia Controlled Companies, approached the Lenders seeking to secure multi-million dollar financing through lease-financing contracts for the alleged acquisition of new High-End Equipment and Call Lists.

(“Nick Mittal” Negotiates to Lease High-End Equipment)

7. It was further part of the conspiracy that **defendant DINESH DALMIA**, as “Nick Mittal,” negotiated lease-financing contracts with the Lenders on behalf of the Dalmia Controlled Companies, pursuant to which Allserve, B2B, and Vanguard agreed to make monthly lease payments over a specified period to the Lenders who were financing the cost of the High-End Equipment and the Call Lists.

8. It was further part of the conspiracy that **defendant DINESH DALMIA, defendant ASHISH PAUL**, and **G.R.** created fraudulent sales contracts between the Dalmia Controlled Companies and Cincom iOutsource, in order to make it appear to the Lenders as if Cincom iOutsource was obligated to deliver the High-End Equipment and Call Lists to the Dalmia Controlled Companies (the “Cincom iOutsource Sales

Contracts”). These fraudulent Cincom iOutsource Sales Contracts outlined specific High-End Equipment and Call Lists, which were selected in order to appear appropriate, from a hardware and technology perspective, to operate telephone call centers.

9. It was further part of the conspiracy that **defendant DINESH DALMIA** and **defendant ASHISH PAUL** instructed **G.R.** to create fraudulent invoices and delivery receipts (the “Cincom iOutsource Delivery Documents”) reflecting that Cincom iOutsource had delivered to the Dalmia Controlled Companies the High-End Equipment and Call Lists specified in the Cincom iOutsource Sales Contracts.

10. It was further part of the conspiracy that **defendant DINESH DALMIA** arranged with **defendant ASHISH PAUL** and **G.R.** to provide to the Lenders copies of the Cincom iOutsource Sales Contracts and the Cincom iOutsource Delivery Documents in order to make it appear as if the High-End Equipment and Call Lists had been delivered to the Dalmia Controlled Companies.

(“Nick Mittal” Purchases Outdated Equipment)

11. It was further part of the conspiracy that on behalf of the Dalmia Controlled Companies **defendant DINESH DALMIA**, representing himself to be “Nick Mittal,” purchased from used equipment vendors outdated telecommunications, computer, and electronics equipment with limited functionality in what appeared to be clean, new hardware casings (the “Outdated Equipment”), but costing a fraction of the price represented as the value of the High-End Equipment identified in the fraudulent Cincom iOutsource Sales Contracts.

12. It was further part of the conspiracy that, when the Lenders’ representatives traveled to the Dalmia Controlled Companies in order to verify delivery of the High-End Equipment described in the Cincom iOutsource Sales Contracts and

the Cincom iOutsource Delivery Documents, unbeknownst to the Lenders, **defendant DINESH DALMIA**, representing himself to be “Nick Mittal,” showed them the Outdated Equipment instead.

(The Lenders Pay for the Purported High-End Equipment and Call Lists)

13. It was further part of the conspiracy that, after **defendant DINESH DALMIA** deceived the Lenders into believing that Cincom iOutsource had delivered High-End Equipment to the Dalmia Controlled Companies, **defendant DINESH DALMIA, defendant ASHISH PAUL, and G.R.** caused the Lenders to initiate electronic wire transfers of monies aggregating in excess of \$19 million to Cincom iOutsource, as payment for the purported High-End Equipment and Call Lists.

(Cincom iOutsource Purportedly Contracts with IGTL for Delivery of the High-End Equipment)

14. It was further part of the conspiracy that, in order to obtain the funds the Lenders had wired to Cincom iOutsource, **defendant DINESH DALMIA** caused employees of the Dalmia Controlled Companies to create fraudulent IGTL invoices to make it appear as if IGTL had delivered to the Dalmia Controlled Companies the same corresponding High-End Equipment that was the subject of the lease-financing contracts and the Cincom iOutsource Sales Contracts.

15. It was further part of the conspiracy that **defendant DINESH DALMIA**, when dealing on behalf of IGTL, represented himself to be “Dinesh Dalmia.”

**(Fraudulent Invoices Submitted to Cincom
Systems Finance Department for Payment)**

16. It was further part of the conspiracy that **defendant ASHISH PAUL** instructed **G.R.** to create fraudulent Cincom iOutsource delivery receipts and to process fraudulent IGTL invoices, making it appear as if IGTL was billing Cincom iOutsource in excess of \$15 million for the High-End Equipment that purportedly had been delivered to the Dalmia Controlled Companies.

17. It was further part of the conspiracy that **defendant ASHISH PAUL** instructed **G.R.** to create fraudulent invoices from LMI and GPS to make it appear as if LMI and GPS were billing Cincom iOutsource in excess of \$1.4 million for the Call Lists that were purportedly delivered to the Dalmia Controlled Companies as part of the lease-financing contracts and the Cincom iOutsource Sales Contracts.

18. It was further part of the conspiracy that, even though IGTL delivered no High-End Equipment or Call Lists to the Dalmia Controlled Companies, and neither LMI nor GPS provided Cincom iOutsource with any Call Lists, **defendant ASHISH PAUL** and **G.R.** provided the fraudulent Cincom iOutsource delivery receipts, IGTL invoices, GPS invoices, and LMI invoices to the Cincom Systems Finance Department for payment.

19. It was further part of the conspiracy that **defendant DINESH DALMIA**, **defendant ASHISH PAUL**, and **G.R.** caused the Cincom Systems Finance Department to make payments on the fraudulent IGTL, LMI, and GPS invoices via electronic wire transfer of funds to the IGTL Commerce Bank Account, the LMI Key Bank Account, and the GPS Charlotte State Bank Account, respectively.

(The Lease Payments Terminate)

20. It was further part of the conspiracy that within a few months after the lease-financing contracts were executed with the Lenders, **defendant DINESH DALMIA** failed to make the required lease payments on behalf of the Dalmia Controlled Companies.

21. It was further part of the conspiracy that, after numerous lease-financing contracts were executed and funded by the Lenders, **defendant DINESH DALMIA** caused Allserve to file for bankruptcy in United States Bankruptcy Court in the District of New Jersey.

OVERT ACTS

22. In furtherance of the conspiracy and to effect its unlawful object, **defendant DINESH DALMIA, defendant ASHISH PAUL, G.R.**, and their coconspirators committed and caused to be committed the following overt acts in the District of New Jersey and elsewhere:

(Fifth Third Leasing's First Lease-Financing Contract with "Nick Mittal")

a. On or about September 28, 2004, **defendant DINESH DALMIA**, representing himself to be "Nick Mittal," communicated with a representative of Fifth Third Leasing to discuss financing for Allserve's purported acquisition of five pieces of High-End Equipment from Cincom iOutsource.

b. On or about October 29, 2004, **defendant ASHISH PAUL and G.R.** created an LMI invoice billing Cincom iOutsource approximately \$375,000 for Call Lists that purportedly had been provided to Cincom iOutsource (the "LMI 10/29/2004 Invoice"), causing Cincom Systems to initiate an electronic wire transfer of approximately \$375,000 from the Cincom iOutsource Key Bank Account to the LMI Key Bank Account.

c. On or about November 1, 2004, **defendant DINESH DALMIA**, representing himself to be "Nick Mittal," signed a lease-financing contract between Allserve and Fifth Third Leasing for the acquisition of five pieces of High-End Equipment, as well as Call Lists, costing approximately \$5,324,430.

d. On or about November 8, 2004, **defendant ASHISH PAUL and G.R.** presented to the Cincom Systems Finance Department fraudulent IGTL invoices and fraudulent IGTL delivery receipts, causing Cincom Systems to initiate an electronic wire transfer of approximately \$4,158,876 from the Cincom iOutsource Key Bank

Account to the IGTL PNC Bank Account.

(CitiCapital's Lease-Financing Contract with "Nick Mittal")

e. On or about October 14, 2004, **defendant DINESH DALMIA**, representing himself to be "Nick Mittal," communicated with a representative of CitiCapital to discuss financing for Allserve's purported acquisition of five pieces of High-End Equipment from Cincom iOutsource.

f. On or about November 12, 2004, **defendant ASHISH PAUL** and **G.R.** created an LMI invoice billing Cincom iOutsource approximately \$600,000 for Call Lists that purportedly had been provided to Cincom iOutsource (the "LMI 11/12/2004 Invoice"), causing Cincom Systems to initiate an electronic wire transfer of approximately \$600,000 from the Cincom iOutsource Key Bank Account to the LMI Key Bank Account.

g. On or about November 16, 2004, **defendant DINESH DALMIA**, representing himself to be "Nick Mittal," signed a lease-financing contract between Allserve and CitiCapital for the acquisition of five pieces of High-End Equipment, as well as Call Lists, costing approximately \$5,298,818.

h. On or about November 29, 2004, **defendant ASHISH PAUL** and **G.R.** presented to the Cincom Systems Finance Department fraudulent IGTL invoices and fraudulent IGTL delivery receipts, causing Cincom Systems to initiate an electronic wire transfer of approximately \$4,119,999 from the Cincom iOutsource Key Bank Account to the IGTL Commerce Bank Account.

(Fifth Third Leasing's Second Lease-Financing Contract with "Nick Mittal")

i. In or about November 2004, **defendant DINESH DALMIA** communicated with a representative of Fifth Third Leasing to discuss financing for

Allserve's purported acquisition of six additional pieces of High-End Equipment from Cincom iOutsource.

j. On or about November 30, 2004, **defendant DINESH DALMIA**, representing himself to be "Nick Mittal," signed a lease-financing contract between Allserve and Fifth Third Leasing for the acquisition of six pieces of High-End Equipment, as well as Call Lists, costing approximately \$5,860,879.

k. On or about December 10, 2004, **defendant ASHISH PAUL** and **G.R.** created an LMI invoice billing Cincom iOutsource approximately \$375,000 for Call Lists that purportedly had been provided to Cincom iOutsource (the "LMI 12/10/2004 Invoice"), causing Cincom Systems to initiate an electronic wire transfer of approximately \$375,000 from the Cincom iOutsource Key Bank Account to the LMI Key Bank Account.

l. On or about December 10, 2004, **defendant ASHISH PAUL** and **G.R.** presented to the Cincom Systems Finance Department fraudulent IGTL invoices and fraudulent IGTL delivery receipts, causing Cincom Systems to initiate an electronic wire transfer of approximately \$4,158,000 from the Cincom iOutsource Key Bank Account to the IGTL Commerce Bank Account.

(Fifth Third Leasing's Third Lease-Financing Contract with "Nick Mittal")

m. In or about December 2004, **defendant DINESH DALMIA**, representing himself to be "Nick Mittal," communicated with a representative of Fifth Third Leasing to discuss financing for B2B's purported acquisition of four pieces of High-End Equipment from Cincom iOutsource.

n. On or about December 10, 2004, **defendant ASHISH PAUL** and **G.R.** created a GPS invoice billing Cincom iOutsource approximately \$125,000 for Call

Lists that had purportedly been provided to Cincom iOutsource (“the GPS 12/10/2004 Invoice”), causing Cincom Systems to initiate an electronic wire transfer of approximately \$125,000 from the Cincom iOutsource Key Bank Account to the GPS Charlotte State Bank Account.

o. On or about December 23, 2004, **defendant DINESH DALMIA**, representing himself to be “Nick Mittal,” signed a lease-financing contract between B2B and Fifth Third Leasing for the acquisition of four pieces of High-End Equipment, as well as Call Lists, costing approximately \$3,029,740.

p. On or about January 4, 2005, **defendant ASHISH PAUL** and **G.R.** presented to the Cincom Systems Finance Department fraudulent IGTL invoices and fraudulent IGTL delivery receipts, causing Cincom Systems to initiate an electronic wire transfer of approximately \$2,651,022 from the Cincom iOutsource Key Bank Account to the IGTL Commerce Bank Account.

In violation of Title 18, United States Code, Section 371.

COUNTS TWO THROUGH FIVE -- WIRE FRAUD
(18 U.S.C. §§ 1343 and 2)

1. The allegations set forth in paragraphs 1 through 3 and 5 through 21 of Count One of this Indictment are realleged and incorporated herein.

2. On or about the dates listed below, in Middlesex and Camden Counties, in the District of New Jersey, and elsewhere, for the purpose of executing the scheme and artifice to defraud as described in paragraphs 1 through 3 and 5 through 21 of Count One of this Indictment, defendants

**DINESH DALMIA, a/k/a “Nick Mittal,”
and
ASHISH PAUL**

did knowingly and willfully transmit and cause to be transmitted in interstate commerce by means of wire communications, certain writings, signs, signals, pictures, and sounds, namely the following electronic wire transfers of monies:

<u>COUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>FROM</u>	<u>TO</u>
2	11/8/2004	\$4,158,876	Cincom iOutsource Key Bank Account in Ohio	IGTL PNC Bank Account in New Jersey
3	11/24/2004	\$4,119,999	Cincom iOutsource Key Bank Account in Ohio	IGTL Commerce Bank Account in New Jersey
4	12/10/2004	\$4,158,000	Cincom iOutsource Key Bank Account in Ohio	IGTL Commerce Bank Account in New Jersey
5	1/4/2005	\$2,651,022	Cincom iOutsource Key Bank Account in Ohio	IGTL Commerce Bank Account in New Jersey

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNT SIX -- CONSPIRACY
(18 U.S.C. § 1956(h))

1. The allegations set forth in paragraphs 1 through 3 and 5 through 21 of Count One of this Indictment are realleged and incorporated herein.

2. At all times relevant to Count Six of this Indictment:

a. **Defendant WILLIAM DOWLING.** Defendant WILLIAM DOWLING resided in or around Columbus, Ohio, and maintained the LMI Key Bank Account, on which he was the only authorized signatory.

b. **R.S.** R.S. was an attorney practicing law in or around Englewood, New Jersey, who handled real estate closings. R.S. maintained an Attorney Trust Account at Interchange Bank in or around Saddle Brook, New Jersey (the "R.S. Trust Account").

3. From in or about June 2004 through in or about February 2006, in Middlesex and Camden Counties, in the District of New Jersey, and elsewhere, defendants

DINESH DALMIA, a/k/a "Nick Mittal,"
ASHISH PAUL,
and
WILLIAM DOWLING

did knowingly and wilfully conspire and agree with each other and with others to engage in monetary transactions in criminally derived property of a value greater than \$10,000, namely, deposits and transfers of funds totaling approximately \$4,345,546, by wire and check, such property having been derived from specified unlawful activity, namely wire fraud, in violation of Title 18, United States Code, Section 1343, contrary to Title 18, United States Code, Section 1957(a).

MANNER AND MEANS OF THE CONSPIRACY

(Wires Transfers of Monies from the LMI Key Bank Account)

4. It was part of the conspiracy that on or about June 11, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to wire transfer \$165,000 from the LMI Key Bank Account to the Allserve Bank of America Account.

5. It was further part of the conspiracy that on or about November 10, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to wire transfer \$370,000 from the LMI Key Bank Account to the Unkcom Fifth Third Bank Account.

6. It was further part of the conspiracy that on or about November 23, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to wire transfer \$250,000 from the LMI Key Bank Account to the B2B Commerce Bank Account.

7. It was further part of the conspiracy that on or about November 23, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to wire transfer approximately \$30,000 from LMI's Key Bank Account to the B2B Commerce Bank Account.

8. It was further part of the conspiracy that on or about November 23, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to wire transfer \$250,000 from LMI's Key Bank Account to the B2B Commerce Bank Account.

9. It was further part of the conspiracy that on or about November 29, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to

wire transfer \$65,000 from the LMI Key Bank Account to the Unkcom Fifth Third Bank Account.

10. It was further part of the conspiracy that on or about December 2, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to wire transfer \$220,000 from the LMI Key Bank Account to the B2B Commerce Bank Account.

11. It was further part of the conspiracy that on or about December 22, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to wire transfer \$70,000 from the LMI Key Bank Account to the Unkcom Fifth Third Bank Account.

12. It was further part of the conspiracy that on or about December 22, 2004, **defendant ASHISH PAUL** and **defendant WILLIAM DOWLING** caused LMI to wire transfer \$300,000 from the LMI Key Bank Account to the B2B Commerce Bank Account.

(Checks from the Unkcom Fifth Third Bank Account)

13. It was further part of the conspiracy that on or about November 12, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to **defendant ASHISH PAUL** in the amount of \$9,900, which was drawn on the Unkcom Fifth Third Bank Account.

14. It was further part of the conspiracy that on or about November 12, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to A.P. in the amount of \$9,900, which was drawn on the Unkcom Fifth Third Bank Account.

15. It was further part of the conspiracy that on or about November 12,

2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to N.P. in the amount of \$9,900, which was drawn on the Unkcom Fifth Third Bank Account.

16. It was further part of the conspiracy that on or about November 12, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to A.P. in the amount of \$55,500, which was drawn on the Unkcom Fifth Third Bank Account.

17. It was further part of the conspiracy that on or about November 14, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to Cincinnati Country Day School in the amount of \$9,900, which was drawn on the Unkcom Fifth Third Bank Account.

18. It was further part of the conspiracy that on or about December 7, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to A.P. in the amount of \$9,900, which was drawn on the Unkcom Fifth Third Bank Account.

19. It was further part of the conspiracy that on or about December 7, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to N.P. in the amount of \$9,900, which was drawn on the Unkcom Fifth Third Bank Account.

20. It was further part of the conspiracy that on or about December 7, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to **defendant ASHISH PAUL** in the amount of \$9,300, which was drawn on the Unkcom Fifth Third Bank Account.

21. It was further part of the conspiracy that on or about December 9,

2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to Cincinnati Country Day School in the amount of \$7,900, which was drawn on the Unkcom Fifth Third Bank Account.

22. It was further part of the conspiracy that on or about December 27, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to A.P. in the amount of \$9,000, which was drawn on the Unkcom Fifth Third Bank Account.

23. It was further part of the conspiracy that on or about December 27, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to N.P. in the amount of \$9,000, which was drawn on the Unkcom Fifth Third Bank Account.

24. It was further part of the conspiracy that on or about December 27, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to R.P. in the amount of \$9,000, which was drawn on the Unkcom Fifth Third Bank Account.

25. It was further part of the conspiracy that on or about December 27, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to **defendant ASHISH PAUL** in the amount of \$9,000, which was drawn on the Unkcom Fifth Third Bank Account.

26. It was further part of the conspiracy that on or about December 27, 2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to R.P. in the amount of \$9,000, which was drawn on the Unkcom Fifth Third Bank Account.

27. It was further part of the conspiracy that on or about December 27,

2004, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to A.P. in the amount of \$9,000, which was drawn on the Unkcom Fifth Third Bank Account.

(Checks from the Unkcom Home Federal Bank Account)

28. It was further part of the conspiracy that on or about July 28, 2005, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to a credit card company known as "MBNA" in the amount of \$9,900, which was drawn on the Unkcom Home Federal Savings Bank Account.

29. It was further part of the conspiracy that on or about July 28, 2005, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to Kenwood Country Club in the amount of \$8,100, which was drawn on the Unkcom Home Federal Savings Bank Account.

30. It was further part of the conspiracy that on or about August 19, 2005, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to A.P. in the amount of \$4,600, which was drawn on the Unkcom Home Federal Savings Bank Account.

31. It was further part of the conspiracy that on or about September 2, 2005, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to issue a check made payable to a credit card company known as "MBNA" in the amount of \$2,000, which was drawn on the Unkcom Home Federal Savings Bank Account.

(Wires Transfers of Monies from the GPS Charlotte State Bank Account)

32. It was further part of the conspiracy that on or about December 23, 2004, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$100,000 from the GPS Charlotte State Bank Account to the B2B Commerce Bank Account.

33. It was further part of the conspiracy that on or about March 15, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$125,000 from the GPS Charlotte State Bank Account to the Allserve Bank of America Account.

34. It was further part of the conspiracy that on or about March 24, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$40,000 from the GPS Charlotte State Bank Account to the Unkcom Home Federal Bank Account.

35. It was further part of the conspiracy that on or about April 21, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$190,000 from the GPS Charlotte State Bank Account to the Allserve Bank of America Account.

36. It was further part of the conspiracy that on or about July 26, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$123,750 from the GPS Charlotte State Bank Account to the Unkcom Home Federal Bank Account.

37. It was further part of the conspiracy that on or about July 26, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$725,000 from the GPS Charlotte State Bank Account to the Allserve Bank of America Account.

38. It was further part of the conspiracy that on or about November 3, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$45,000 from the GPS Charlotte State Bank Account to the Unkcom Home Federal Bank Account.

39. It was further part of the conspiracy that on or about November 7, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$100,000 from the GPS Charlotte State Bank Account to the IGTL Commerce Bank Account.

(Wires Transfers of Monies to the R.S. Trust Account)

40. It was further part of the conspiracy that on or about August 25, 2005, **defendant ASHISH PAUL** and **G.R.** caused Unkcom to wire transfer \$120,000

from the Unkcom Home Federal Bank Account to the R.S. Trust Account.

41. It was further part of the conspiracy that on or about October 14, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$120,500 from the GPS Charlotte State Bank Account to the R.S. Trust Account.

42. It was further part of the conspiracy that on or about October 17, 2005, **defendant ASHISH PAUL** and **G.R.** caused GPS to wire transfer \$300,000 from the GPS Charlotte State Bank Account to the R.S. Trust Account.

43. It was further part of the conspiracy that on or about October 17, 2005, **defendant ASHISH PAUL** and **defendant DINESH DALMIA** caused IGTL to wire transfer \$400,000 from the IGTL Commerce Bank Account to the R.S. Trust Account.

(Ashish Paul Purchases a Residence)

44. It was further part of the conspiracy that on or about October 19, 2005, **defendant ASHISH PAUL**, using R.S. as a settlement agent, signed a HUD-1 Uniform Settlement Statement for the purchase of a residence located at 100 Rio Vista Drive in or around Norwood, New Jersey (“the New Jersey Residence”), which indicated that, of the \$1,900,000 purchase price, **defendant ASHISH PAUL** provided approximately \$600,566 in cash at closing in order to satisfy his down payment and settlement cost obligations.

(Mortgage Payments on the Ashish Paul Residence)

45. It was further part of the conspiracy that on or about December 28, 2005, **defendant ASHISH PAUL** caused a GPS check in the amount of \$8,332.33 to be sent to Hudson Savings Bank, representing his monthly mortgage payment on the New Jersey Residence.

46. It was further part of the conspiracy that on or about February 1, 2006, **defendant ASHISH PAUL** caused a GPS check in the amount of \$8,332.33 to be sent to Hudson Savings Bank, representing his monthly mortgage payment on the New Jersey Residence.

47. It was further part of the conspiracy that on or about March 8, 2006, **defendant ASHISH PAUL** caused a GPS check in the amount of \$8,332.33 to be sent to Hudson Savings Bank, representing his monthly mortgage payment on the New Jersey Residence.

In violation of Title 18, United States Code, Section 1956(h).

COUNTS SEVEN THROUGH SIXTEEN -- MONEY LAUNDERING
(18 U.S.C. §§ 1957(a) and 2)

1. The allegations set forth in paragraphs 1 through 3 and 5 through 21 of Count One of this Indictment are realleged and incorporated herein.

2. On or about the dates set forth below, in the District of New Jersey and elsewhere, defendants

DINESH DALMIA, a/k/a “Nick Mittal,”
ASHISH PAUL,
and
WILLIAM DOWLING,

listed individually below per count, did knowingly and wilfully engage and attempt to engage in the following monetary transactions in criminally derived property of a value greater than \$10,000, such property having been derived from specified unlawful activity, namely wire fraud, in violation of Title 18, United States Code, Section 1343, which transactions were in and affecting interstate commerce:

<u>COUNT</u>	<u>DATE</u>	<u>DEFENDANTS</u>	<u>TRANSACTION</u> (approximate value)	<u>SOURCE OF</u> <u>PROCEEDS</u>
7	11/23/2004	ASHISH PAUL WILLIAM DOWLING	\$250,000 wire transfer from the LMI Key Bank Account to the B2B Commerce Bank Account	Payment from Cincom iOutsource to LMI in connection with the LMI 11/12/2004 Invoice
8	11/23/2004	ASHISH PAUL WILLIAM DOWLING	\$30,000 wire transfer from the LMI Key Bank Account to the B2B Commerce Bank Account	Payment from Cincom iOutsource to LMI in connection with the LMI 11/12/2004 Invoice

9	11/23/2004	ASHISH PAUL WILLIAM DOWLING	\$250,000 wire transfer from the LMI Key Bank Account to the B2B Commerce Bank Account	Payment from Cincom iOutsource to LMI in connection with the LMI 11/12/2004 Invoice
10	12/2/2004	ASHISH PAUL WILLIAM DOWLING	\$220,000 wire from the LMI Key Bank Account to the B2B Commerce Bank Account	Payment from Cincom iOutsource to LMI in connection with the LMI 11/22/2004 Invoice
11	12/22/2004	ASHISH PAUL WILLIAM DOWLING	\$300,000 wire from the LMI Key Bank Account to the B2B Commerce Bank Account	Payment from Cincom iOutsource to LMI in connection with the LMI 12/10/2004 Invoice
12	12/23/2004	ASHISH PAUL	\$100,000 wire from the GPS Charlotte State Bank Account to the B2B Commerce Bank Account	Payment from Cincom iOutsource to GPS in connection with the GPS 12/10/2004 Invoice
13	8/25/2005	ASHISH PAUL	\$120,000 wire transfer from the Unkcom Home Federal Bank Account to the R.S. Trust Account	Payment from Cincom iOutsource to GPS in connection with the GPS 7/19/2005 Invoice
14	10/14/2005	ASHISH PAUL	\$120,500 wire transfer from the GPS Charlotte State Bank Account to the R.S. Trust Account	Payment from Cincom iOutsource to GPS in connection with the GPS 10/1/2005 Invoice
15	10/17/2005	ASHISH PAUL	\$300,000 wire transfer from the GPS Charlotte State Bank Account to the R.S. Trust Account	Payment from Cincom iOutsource to GPS in connection with the GPS 10/1/2005 Invoice

16	10/17/2005	DINESH DALMIA ASHISH PAUL	\$400,000 wire transfer from the IGTL Commerce Bank Account to the R.S. Trust Account	Payment from Cincom iOutsource to GPS in connection with the GPS 10/1/2005 Invoice
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In violation of Title 18, United States Code, Sections 1957(a) and 2.

FIRST FORFEITURE ALLEGATION

1. The Grand Jury realleges and incorporates by reference the allegations contained in this Indictment for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 982(a)(2).

2. Upon conviction of one or more of the offenses alleged in Count One through Count Five of this Indictment, **defendant DINESH DALMIA** and **defendant ASHISH PAUL** shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(2), all property, real and personal, constituting, or derived from, proceeds obtained as the result of such offenses, including but not limited to the following:

a. **MONEY JUDGMENT**

A sum of money equal to \$15,087,897 in United States currency, representing the amount of proceeds obtained as a result of the offenses charged in Count One through Count Five of the Indictment, for which **defendant DINESH DALMIA** and **defendant ASHISH PAUL** are jointly and severally liable.

3. If any of the above-described forfeitable property, as a result of any act or omission of the defendant(s):

- (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 18 U.S.C. § 982(b), to seek forfeiture of any other property of said defendant(s) up to the value of the above forfeitable property described above.

Pursuant to Title 18, United States Code, Section 982.

SECOND FORFEITURE ALLEGATION

1. The Grand Jury realleges and incorporates by reference the allegations contained in this Indictment for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 982(a)(1).

2. Upon conviction of one or more of the offenses alleged in Count Six through Count Sixteen of this Indictment, **defendant DINESH DALMIA, defendant ASHISH PAUL, and defendant WILLIAM DOWLING** 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 offense(s) and all property traceable to such property, including but not limited to the following:

a. **MONEY JUDGMENT**

A sum of money equal to \$4,320,550 in United States currency, representing the amount of proceeds obtained as a result of the offenses charged in Count Six through Count Sixteen of the Indictment, for which **defendant DINESH DALMIA, defendant ASHISH PAUL, and defendant WILLIAM DOWLING** are jointly and severally liable.

b. **REAL PROPERTY**

All that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments and easements, located at 100 Rio Vista Drive in or around Norwood, New Jersey, more particularly described as:

that certain lot, tract or parcel of land, situate, lying and . . . being known and designated as Lot 15.14 in Block 7 as shown on map entitled 'Amended Final Subdivision Plat of Norwood East Hill Phase 4,' in the Borough of Norwood, Bergen County, N.J., for Norwood East Hill Associates, duly filed on February 2, 1993, as Map No. 8827.

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

omission of the defendant(s):

- (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 18 U.S.C. § 982(b), to seek forfeiture of any other property of said defendant(s) up to the value of the above forfeitable property described above.

Pursuant to Title 18, United States Code, Section 982.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
UNITED STATES ATTORNEY