



U.S. Department of Justice

United States Attorney  
District of New Jersey

970 Broad Street, Suite 700  
Newark, NJ 07102

973/645-2700

June 28, 2022

William T. Walsh, Clerk  
United States District Court  
Martin Luther King Jr. Federal Building & Courthouse  
50 Walnut Street  
Newark, New Jersey 07102  
Attention: Andrea Lewis-Walker, Deputy Clerk

Re: *United States v. Parag Bhavsar*  
Related to: *United States v. Dhananjay Pretap Singh, a/k/a "Nitin Singh,"* Crim No. 20-516 (MCA);  
*United States v. Yash Tiwari, a/k/a "Vishaan Seth," a/k/a "Manoj Kumar,"* Crim. No. 21-202 (MCA);  
*United States v. Sandeep Bengera, a/k/a "Vishal Rawal," a/k/a "Vihaan Seth," a/k/a "Sagar Sharma,"* Crim. No. 22-151 (MCA)

Dear Mr. Walsh:

Enclosed for assignment is a two-count Information charging defendant Parag Bhavsar with conspiracy to commit mail fraud and conspiracy to commit the interstate transfer of stolen property.

The charges contained in the Information arose out of the same events as those charged in the above matters that have been assigned to the Honorable Madeline Cox Arleo, U.S.D.J. Pursuant to Local Criminal Rule 18.1, this letter is submitted to inform you of the relationship of these cases so that you may determine whether this Information should be considered related to the above cases and assigned to Judge Arleo in the interests of judicial economy.

Very truly yours,

PHILIP R. SELLINGER  
United States Attorney

  
By: NICHOLAS GRIPPO  
Chief, Criminal Division

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.  
 :  
 v. : Criminal No. 22-  
 :  
 PARAG BHAVSAR : 18 U.S.C. § 1349  
 : 18 U.S.C. § 371  
 :  
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**INFORMATION**

The defendant having waived in open court prosecution by indictment, the United States Attorney for the District of New Jersey, charges:

**Count One**

(Conspiracy to Commit Mail Fraud)

**Background**

1. Between in or around June 2013 and in or around June 2019, defendant PARAG BHAVSAR (“BHAVSAR”) and his co-conspirators engaged in a widespread scheme to defraud cellular telephone providers and insurance companies by fraudulently obtaining cellular telephones and equipment from those companies using stolen or fake identities (the “Fraudulently Obtained Devices”), and then selling the equipment to third parties outside of the United States. The scheme involved a web of mailing and virtual office locations the co-conspirators used to receive and transport the Fraudulently Obtained Devices, and to avoid detection. The scheme resulted in millions of dollars in losses to the victim providers and insurance companies.

2. At all times relevant to this Information:

a. BHAVSAR resided in Newark, Delaware. BHAVSAR rented storage units in various locations in Delaware to receive the Fraudulently Obtained Devices and then facilitated the delivery of those devices to locations in the United States and abroad.

b. Dhananjay Pretap Singh ("Singh"), a co-conspirator not charged in this Information, resided in Delhi, India. Among other things, Singh obtained stolen identities of third parties and facilitated the shipment of the Fraudulently Obtained Devices to various locations in the United States and abroad. Singh also recruited other co-conspirators and determined the resale prices for the Fraudulently Obtained Devices.

c. Sandeep Bengera ("Bengera"), a co-conspirator not charged in this Information, resided Jersey City, New Jersey. Bengera rented storage units in various locations in New Jersey to receive the Fraudulently Obtained Devices and then facilitated the delivery of those devices to locations in the United States and abroad.

d. Victim Wireless Provider-1 was a cellular telephone service provider located in Fort Worth, Texas.

e. Victim Wireless Provider-2 was a cellular telephone service provider located in Louisville, Kentucky.

f. Victim Wireless Provider-3 was a cellular telephone service provider located in Kentucky and elsewhere.

g. Victim Wireless Provider-4 was a cellular telephone service provider located in Pennsylvania and elsewhere. Wireless Providers-1 through 4 are collectively referred to as the "Victim Wireless Providers."

h. Victim Insurance Company-1 marketed, administered and serviced insurance and related protection programs for cellular telephone service providers, including the Victim Wireless Providers, and was located in Smyrna, Tennessee; Fort Worth, Texas; and Louisville, Kentucky.

i. Victim Insurance Company-2 marketed, administered and serviced insurance and related protection programs for cellular telephone service providers, including the Victim Wireless Providers, and was located in York, Pennsylvania, and Lewisville, Texas. Victim Insurance Companies 1 and 2 are collectively referred to as the "Victim Insurance Companies."

j. Generally, the Victim Insurance Companies' protection programs were sold to customers (the "Insurance Holders") through the Victim Wireless Providers who, in turn, sold and serviced insured cellular telephones.

k. In the event an Insurance Holder's cellular telephone was lost, stolen, or damaged, the Insurance Holder could submit a claim for a replacement device. After the insurance claim was processed in accordance with the Insurance Holder's policy, either the Victim Wireless Providers or the Victim Insurance Companies would ship a replacement device to the Insurance Holder. Because an Insurance Holder could be traveling at the time an insurance claim was made, the Victim Wireless Providers and the Victim Insurance Companies

could allow a replacement device to be shipped to an alternate address; that is, an address that was different than the address listed on the Insurance Holder's account.

3. In addition to insurance coverage, the Victim Wireless Providers also provided warranties to cover replacement of cellular telephones under certain circumstances. For example, Victim Wireless Provider-1's customers received a one-year warranty when they purchased equipment from Victim Business-1. The warranty covered operational problems with a device, but not damage to a device. Pursuant to Victim Wireless Provider-1's Warranty Exchange Program, Victim Wireless Provider-1 would send the customer new or refurbished equipment and, in exchange, the customer was required to send back the customer's old device or the customer would be charged for the cost of the equipment.

### **THE CONSPIRACY**

4. From in or around June 2013 through in or around June 2019, in the District of New Jersey and elsewhere, the defendant,

### **PARAG BHAVSAR,**

did knowingly and intentionally conspire and agree with others to devise a scheme and artifice to defraud the Victim Wireless Providers and the Victim Insurance Companies and to obtain money and property from those entities by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing and attempting to execute such

scheme and artifice to defraud, did cause to be delivered matters and things by mail or by any private or commercial interstate carrier any matter or thing according to the direction thereon, contrary to Title 18, United States Code, Section 1341.

**GOAL OF THE CONSPIRACY**

5. The goal of the conspiracy was for BHAVSAR, Singh, Bengera, and their co-conspirators (collectively, the “Conspirators”) to enrich themselves by re-selling cellular phones they obtained by making fraudulent claims to the Victim Wireless Providers and the Victim Insurance Companies using stolen or fraudulently obtained personally identifying information (“PII”) of third parties.

**MANNER AND MEANS OF THE CONSPIRACY**

6. It was part of the conspiracy that:
- a. The Conspirators unlawfully obtained PII and/or account information of Insurance Holders and/or customers of the Victim Wireless Providers (collectively, the “Compromised Accounts”).
  - b. In addition to the Compromised Accounts, the Conspirators used stolen PII to open new cellular telephone and related insurance accounts (the “Fraudulent Accounts”).
  - c. The Conspirators used the Compromised Accounts and the Fraudulent Accounts to file fraudulent insurance and warranty claims for replacement cellular telephones.
  - d. After the Conspirators submitted the fraudulent insurance

and warranty claims, the Conspirators directed that the replacement devices be shipped to addresses associated with commercial mail receiving agencies (“CMRAs”), or virtual office locations, that the Conspirators maintained and controlled (collectively, the “CMRA Locations”).

e. BHAVSAR and the Conspirators operated a network of mailboxes at CMRAs across the country, including New Jersey. The Conspirators generally opened CMRA Locations remotely; that is, via email, and often used unlawfully obtained PII of others or fake identities.

f. Once the replacement cellular telephones arrived at the CMRA Locations, the Conspirators further directed—typically by email or by phone—that the packages be forwarded to other addresses associated with self-storage facilities that BHAVSAR and the Conspirators controlled, including facilities located in New Jersey.

g. BHAVSAR and the Conspirators attempted to conceal their scheme by:

i. Unlawfully obtaining the Compromised Accounts and/or Fraudulent Accounts to place insurance and warranty claims for replacement cellular devices;

ii. Diverting the replacement devices intended for the Insured Holders to addresses under their control;

iii. Evading law enforcement, managing the use of addresses where replacement devices were sent so as not to over-utilize the

same address, and instead obtaining and diverting replacement devices to new addresses under their control;

iv. Forwarding the replacement devices to addresses associated most often with self-storage facilities under their control, enabling the Conspirators to retrieve the replacement devices at secure locations before delivering them to other Conspirators as directed by Infor; and

v. Shipping the replacement and fraudulently obtained phones abroad to sell them for a profit.

All in violation of Title 18, United States Code, Section 1349.



**Count Two**

(Conspiracy to Commit Interstate Transfer of Stolen Property)

7. The allegations contained in Paragraphs 1 through 6 of this Information are realleged here.

8. From in or around June 2013 through in or around June 2019, in the District of New Jersey and elsewhere, the defendant,

**PARAG BHAVSAR,**

did knowingly and intentionally conspire and agree with others to unlawfully transport, transmit, and transfer in interstate and foreign commerce, namely from multiple states, including but not limited to Texas, Kentucky, and Tennessee, to New Jersey and elsewhere, stolen goods, wares and merchandise, that is, cellular telephones, of the value of \$5,000 or more, knowing the same to have been stolen, converted, and taken by fraud, contrary to Title 18, United States Code, Section 2314.

**Overt Acts**

9. In furtherance of the conspiracy and to accomplish its objects, defendant PARAG BHAVSAR and his co-conspirators committed and caused the commission of one or more of the following acts in the District of New Jersey and elsewhere:

a. On or about November 14, 2016, BHAVSAR arranged for a co-conspirator to travel to New Jersey to pick up approximately fifty-five Fraudulently Obtained Devices.

b. On or about November 15, 2016, BHAVSAR advised a co-conspirator to remove any stickers that would identify where the Fraudulently Obtained Devices were shipped from to avoid detection by law enforcement.

c. From in or around October 2016 through in or around December 2016, BHAVSAR accepted multiple deliveries of Fraudulently Obtained Devices from a co-conspirator.

**FORFEITURE ALLEGATION**

1. Upon conviction of the offenses in violation of Title 18, United States Code, Section 1349 and Title 18, United States Code, Section 371 alleged in Counts One and Two of this Information, the defendant,

**PARAG BHAVSAR,**

shall forfeit to the United States, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the violations of Title 18, United States Code, Section 1349, and Title 18, United States Code, Section 371, and all property traceable to such property.

**SUBSTITUTE ASSETS PROVISION**

2. 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 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property.

  
PHILIP R. SELLINGER  
United States Attorney