UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA **v.** **DEEPAK SHARMA** **Defendant.**	**Case No. 24-cr-** **VIOLATIONS:** **Count 1: 18 U.S.C. § 371** **18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) (Criminal Forfeiture)**

INFORMATION

The United States charges that:

GENERAL ALLEGATIONS

At all relevant times, unless otherwise stated:

Relevant Statutory Background

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1 *et seq*. (the "FCPA"), was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons and entities to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value, directly or indirectly, to a foreign official for the purpose of influencing the foreign official, inducing the foreign official to take or omit certain acts, and securing an improper advantage in order to assist those classes of persons in obtaining or retaining business for, or directing business to, any person.

Relevant Individuals and Entities

2. Defendant **DEEPAK SHARMA** was a United Kingdom citizen and resident. **SHARMA** acted as an agent of Company 1 (defined below) and was thus an "agent" of an "issuer"

as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a). **SHARMA** was an executive of Subsidiary 1 (defined below) from approximately November 2015 through September 2019 and was thus an "employee" of a "domestic concern," as those terms are used in the FCPA, Title 15, Section 78dd-2(a).

3. "Company 1," an entity whose identity is known to the United States and the defendant, was an aviation services company based in the United States. Company 1 was traded on the New York Stock Exchange and required to file reports with the U.S. Securities and Exchange Commission. Company 1 was an "issuer" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. "Subsidiary 1," an entity whose identity is known to the United States and the defendant, was a wholly-owned subsidiary of Company 1 based in the United States. Subsidiary 1 was a "domestic concern," as that term is used in the FCPA, Title 15, Section 78dd-2(a). Subsidiary 1 was an "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

5. "Subsidiary 2," an entity whose identity is known to the United States and the defendant, was a wholly-owned subsidiary of Company 1 based in the United States. Subsidiary 2 was a "domestic concern," as that term is used in the FCPA, Title 15, Section 78dd-2(a). Subsidiary 2 was an "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78-dd-1(a).

6. "Company 2," an entity whose identity is known to the United States and the defendant, was an aircraft leasing and trading company based in Germany.

7. "Company 3," an entity whose identity is known to the United States and the defendant, was a special purpose vehicle incorporated in Ireland and managed by Company 2.

8. "Company 4," an entity whose identity is known to the United States and the defendant, was a Hong Kong incorporated company used by Intermediary (defined below).

9. "Company 5," an entity whose identity is known to the United States and the defendant, was a United Arab Emirates incorporated company used by Intermediary (defined below).

10. Nepal Airlines Corporation ("NAC") was the state-owned flag carrier airline of Nepal. NAC was controlled by and performed government functions for and on behalf of Nepal. NAC was an "instrumentality" of the Nepali government as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-1 and 78dd-2.

11. "Intermediary," an individual whose identity is known to the United States and the defendant, was a Nepali citizen engaged by the defendant and others to facilitate bribe payments to foreign officials, including Foreign Official 1 (defined below).

12. "Individual 1," an individual whose identity is known to the United States and the defendant, was a German citizen, a director of a Company 2 affiliate outside Germany, and a director of Company 3.

13. "Foreign Official 1," an individual whose identity is known to the United States and the defendant, was a Nepali citizen who served as a high-level official at NAC from at least approximately 2015 through 2019. Foreign Official 1 was a "foreign official" as the term is defined in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A) and 78dd-2(h)(2)(A).

CONSPIRACY TO VIOLATE THE FOREIGN CORRUPT PRACTICES ACT
(18 U.S.C. § 371)

Beginning in or around November 2015, through in or around at least August 2018, in the United States, and elsewhere, the defendant,

DEEPAK SHARMA,

did knowingly and willfully, that is, with the intent to further the objects of the conspiracy, combine, conspire, confederate, and agree with others known and unknown to the United States to commit an offense against the United States, that is:

(a) being an agent of an issuer, to willfully make use of the mails and means and instrumentalities of interstate commerce corruptly and in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, to a foreign official, and to a person, while knowing that all or part of such money or thing of value would be and had been offered, given, or promised to a foreign official, for purposes of (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing any improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist Company 1 in obtaining and retaining business for and with, and directing business to Company 1, Subsidiary 1, and others, in violation of Title 15, United States Code, Section 78dd-1 and 78ff(c)(2)(A); and

(b) being an officer and employee of a domestic concern, to willfully make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, to a foreign official, and to a person, while knowing that all or part of such money or thing of value would be and had been offered, given, or promised to a foreign official, for purposes of (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to

do acts in violation of the lawful duty of such official; (iii) securing any improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order assist Subsidiary 1 in obtaining and retaining business for and with, and directing business to Company 1, Subsidiary 1, and others, in violation of Title 15, United States Code, Section 78dd-2(a).

PURPOSE OF THE CONSPIRACY

14. It was the purpose of the conspiracy for **DEEPAK SHARMA** and his co-conspirators to illegally benefit Company 1, Subsidiary 1, and others by bribing Nepali officials, including Foreign Official 1, in order to win a bid to sell two Airbus A330-200 aircraft to NAC ("NAC Transaction").

MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which **DEEPAK SHARMA** and his co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things, the following:

15. **DEEPAK SHARMA** and his co-conspirators discussed in person and through electronic communications elements of the scheme to bribe Nepali officials in connection with the NAC Transaction.

16. **DEEPAK SHARMA** and his co-conspirators made and received wire transfers intended, in part, as bribes for Nepali officials in connection with the NAC Transaction, using bank accounts in the United States, Ireland, and the United Arab Emirates, among other places.

17. **DEEPAK SHARMA** and his co-conspirators made the wire transfers to companies affiliated with Intermediary, including Company 4 and Company 5.

18. **DEEPAK SHARMA** and his co-conspirators attempted to disguise the wire transfers as legitimate business transactions by entering into sham agreements between Subsidiary 2, Company 2, and Company 3 on the one hand, and Companies 4 and 5 on the other. Some of the payments were made pursuant to sham invoices sent by **DEEPAK SHARMA** and his co-conspirators from Companies 4 and 5 and directed to Company 3. The invoices falsely referred to the bribe payments as "advances."

OVERT ACTS

19. In furtherance of the conspiracy, and to accomplish the purposes and objects thereof, **DEEPAK SHARMA** and his co-conspirators committed and caused to be committed, in the United States and elsewhere, at least one of the following overt acts, among others:

a) In or around November 2015, **DEEPAK SHARMA** attended a meeting in Nepal with Intermediary and Foreign Official 1, during which the potential NAC Transaction was discussed. Foreign Official 1 proposed that **DEEPAK SHARMA**, on behalf of Company 1, engage Intermediary as a lobbyist for the potential NAC Transaction, via a company affiliated with, and nominated by, Intermediary.

b) On or about March 29, 2016, approximately six months before NAC publicly issued a Request for Proposal ("RFP") for the NAC Transaction, **DEEPAK SHARMA** forwarded an email to two executives at Company 1 containing a draft RFP that was circulated among NAC officials, including Foreign Official 1. In his email to the two executives at Company 1, **DEEPAK SHARMA** stated "Please find attached Draft RFP[.] NOTE: [T]his [is] not published yet and it is strictly for three of us [a Company 1 executive], you and I to comment and change any terms to suit [Company 1]. Let me know if you want any changes made to the payment terms

or bid terms so that it favours [Company 1]. I can ask these to incorporate [sic] on the RFP for publication. I am meeting with the [Foreign Official 1] and Chairman this week . . . ."

c) On or about September 1, 2016, approximately one month before NAC publicly issued the RFP for the NAC Transaction, Foreign Official 1 sent an email to **DEEPAK SHARMA**, writing "What I have in mind is that we will specify MOU signing date, purchase agreement date and delivery date in such a way that [a competitor of Company 1] cannot meet delivery dates. Following is tentative dates, and I want your feed back as to whether you can meet delivery dates . . . . Tentative dates, I personally fixed, but not yet shared with other NAC executives . . . ."

d) On or about October 30, 2016, in reference to the NAC Transaction, Foreign Official 1 sent a text a message to **DEEPAK SHARMA**, stating "[N]o need to worry at all. Almost all higher-ups are in our pocket."

e) On or about November 1, 2016, Subsidiary 2 entered into a Foreign Representative Agreement with Company 4, pursuant to which Company 4 would represent Subsidiary 2 on the NAC Transaction, in exchange for a commission payment of 7% of the final sale price.

f) On or about November 8, 2016, Subsidiary 1 and Company 2 entered into an agreement to prepare a joint bid for the NAC Transaction.

g) On or about November 9, 2016, **DEEPAK SHARMA** sent a text message to Individual 1, stating "I am having dinner with head of evaluation committee now. We are discussing how to throw others out even if they come below our bid. See you tomorrow."

h) On or about May 8, 2017, after the contract for the NAC Transaction was signed, **DEEPAK SHARMA** and Intermediary facilitated the signing of a sham agreement

between Company 2 and Company 4 ("Project Cooperation Agreement"), which was backdated to October 2016 (a date prior to the NAC Transaction bid submission).

i) On or about July 10, 2017, **DEEPAK SHARMA** and Intermediary facilitated transferring the Project Cooperation Agreement from Company 2 to Company 3.

j) In or around January 2018, **DEEPAK SHARMA** and Intermediary facilitated transferring the Project Cooperation Agreement again, such that Company 3 would pay Company 5 instead of Company 4.

k) On or about January 30, 2018, **DEEPAK SHARMA** sent a text message to Individual 1, asking, "Do you know when is [f]irst transfer planned?"

l) Also on or about January 30, 2018, Individual 1 responded to **DEEPAK SHARMA's** text message, described above in paragraph 19(k), stating "We will need an invoice. Ideally for a first smaller amount. To test the waters so to speak[.]"

m) On or about April 19, 2018, **DEEPAK SHARMA** sent an email to Individual 1 with an attached invoice from Company 5 to Company 3 for $50,000 for "Service Provided for Bid and Sale of X2A330 as an Advance."

n) On or about May 15, 2018, **DEEPAK SHARMA** sent Individual 1 a text message about Intermediary and Foreign Official 1 pressuring for payment of Company 5's invoice, writing, "the Nepali guys is [sic] chasing like hell."

o) On or around May 17, 2018, **DEEPAK SHARMA** sent an email to Individual 1 with an attached invoice from Company 5 to Company 3 for $450,000 for "Service Provided for Bid and Sale of X2A330 as an Advance."

p) On or about May 23, 2018, in connection with the invoice referenced in paragraph 19(m) above, Individual 1 and others caused a wire transfer of $50,000 from Company

3's bank account in Ireland, through a bank account in New Jersey, to Company 5's bank account in the United Arab Emirates for the benefit, in part, of Nepali officials, including Foreign Official 1.

q) On or about July 3, 2018, in connection with the invoice referenced in paragraph 19(o) above, Individual 1 and others caused a wire transfer of approximately 390,000 EURO (the equivalent of approximately $450,000) from Company 3's bank account in Ireland to Company 5's bank account in the United Arab Emirates, in part for the benefit of Nepali officials, including Foreign Official 1.

r) On or about August 9, 2018, Intermediary sent an email to **DEEPAK SHARMA**, attaching two invoices from Company 5 to Company 3 for $1,000,000 each for "Service Provided for Bid and sale of X2 A330 as an Advance."

s) On or about August 10, 2018, in connection with the invoices referenced in paragraph 19(r) above, Individual 1 and others caused two wire transfers of approximately $1,000,000 each from Company 3's bank account in Ireland to Company 5's bank account in the United Arab Emirates, in part for the benefit of Nepali officials, including Foreign Official 1.

All in violation of Title 18, United States Code, Section 371.

FORFEITURE

(18 U.S.C. § 981(a)(1)(C) & 28 U.S.C. § 2461(c))

20. The allegations contained in this Information are re-alleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeiture to the United States of certain property in which the defendant, **DEEPAK SHARMA**, has an interest.

21. Upon conviction of a conspiracy to commit a felony violation of the Foreign Corrupt Practices Act, Title 15, United States Code, Section 78dd-1 *et seq*. and Title 18, United

States Code, Section 371 as alleged in this Information, the defendant shall forfeit to the United States all property, real or personal, which constitutes or is derived from proceeds traceable to such offense, pursuant to Title 18, United States Code, Section 981(a)(1)(C), which is made criminally applicable by Title 28, United States Code, Section 2461(c).

MONEY JUDGMENT

22. Upon conviction, the United States may seek a money judgment.

SUBSTITUTE ASSETS

23. If any of the property described above, 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 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,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

Respectfully submitted,

MATTHEW M. GRAVES
United States Attorney

By: */s/ Madhu Chugh*
MADHU CHUGH
DC BAR # 992122
Assistant United States Attorney

Fraud, Public Corruption & Civil Rights Section
601 D Street, NW
Washington, D.C. 20530
(202) 815-8609
madhu.chugh@usdoj.gov

GLENN S. LEON
Chief
Criminal Division, Fraud Section

By: */s/ Elina Rubin-Smith*
ELINA RUBIN-SMITH
NY BAR # 4677548
KATHERINE RAUT
CA BAR # 261696
Trial Attorneys
Fraud Section
1400 New York Avenue NW
Washington, D.C. 20005
(202) 514-2000

June 24, 2024