

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO. _____
v.	:	DATE FILED: _____
OWEN MOORE	:	VIOLATIONS:
LARRY MOORE	:	18 U.S.C. § 1349 (conspiracy to commit wire fraud - 1 count)
	:	18 U.S.C. § 1341 (mail fraud - 5 counts)
	:	18 U.S.C. § 1343 (wire fraud - 2 counts)
	:	18 U.S.C. § 2 (aiding and abetting)
	:	Notice of forfeiture

INDICTMENT

COUNT ONE

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

1. Siemens Corporation (“Siemens”) was a multi-division corporation with corporate offices for its medical division at Malvern, Pennsylvania. Siemens medical division sold medical equipment.
2. Defendant OWEN MOORE was employed as a finance manager at Siemens, at their Malvern, Pennsylvania offices. As part of his duties as a finance manager, defendant OWEN MOORE approved payments for vendor expenses incurred on behalf of Siemens.
3. T.K. was employed at Siemens in the Finance Department as a financial analyst, processing payment for various Siemens expenses. He was supervised by defendant OWEN MOORE.

4. Defendant OWEN MOORE'S brother, defendant LARRY MOORE, owned and operated Benchmark Solutions, LLC ("BMS"), which received mail at 57 Pocotopaug Drive, East Hampton, Connecticut.

5. From in or about February 2008 to in or about May 2010, defendants

**OWEN MOORE and
LARRY MOORE**

conspired and agreed, together and with others known and unknown to the grand jury, to commit an offense against the United States, that is, to knowingly devise and intend to devise a scheme to defraud Siemens, and to obtain money and property by means of false and fraudulent pretenses and representations, in violation of Title 18, United States Code, Section 1341.

MANNER AND MEANS

It was part of the conspiracy that:

6. At the direction of defendant OWEN MOORE, defendant LARRY MOORE submitted fraudulent invoices for payment to defendant OWEN MOORE at Siemens for work that BMS did not do.

7. Defendant OWEN MOORE approved Siemens' payment of BMS invoices and requested that another supervisor who was unaware of the fraud, approve the payments.

8. Defendant LARRY MOORE received checks mailed from Siemens to BMS at 57 Pocotopaug Drive, East Hampton, Connecticut, in payment for the fraudulent invoices he submitted to defendant OWEN MOORE at Siemens.

9. By this scheme, defendants OWEN MOORE and LARRY MOORE obtained from Siemens approximately 19 checks, totaling approximately \$263,739.84, fraudulently drawn on the Siemens' Mellon Bank account, and made payable to BMS.

10. As agreed with defendant OWEN MOORE, defendant LARRY MOORE deposited the fraudulently obtained Siemens checks and forwarded approximately half of the proceeds to defendant OWEN MOORE.

OVERT ACTS

In furtherance of the conspiracy and to accomplish its objects, defendants OWEN MOORE and LARRY MOORE and others committed the following overt acts, among others, in the Eastern District of Pennsylvania and elsewhere:

1. Defendant OWEN MOORE directed T.K. to submit a Vendor Master Request form to make BMS an approved vendor that could be paid by Siemens for purported work for Siemens.

2. Defendant OWEN MOORE did not reveal that his brother, defendant LARRY MOORE, was the owner of BMS, despite a requirement to make such a disclosure on the Siemens Vendor Master Request form.

3. Defendant OWEN MOORE directed defendant LARRY MOORE to use defendant LARRY MOORE'S wife's name on BMS paperwork submitted to Siemens to conceal his family relationship and conflict of interest regarding BMS.

4. Defendant OWEN MOORE directed defendant LARRY MOORE what language to use and what payment amount that defendant LARRY MOORE'S company, BMS, submitted on invoices to Siemens for payment.

5. On or about the dates listed below, defendant OWEN MOORE caused the issuance of the following checks, drawn on a Siemens account in the amount listed, to be mailed to BMS:

CHECK DATE	CHECK #	SIEMENS INVOICE DOCUMENT NUMBER	DOLLAR AMOUNT
6/17/08	0000209782	102440	9,605.00
7/6/08	0000233110	1026084	9,795.00
8/4/08	0000262139	1028057	8,958.00
9/11/08	0000304852	690209102	13,649.00
10/2/08	0000331159	1033023	1,985.00
10/3/08	0000333567	1033022	1,980.00
10/6/08	0000334790	1033019	1,995.00
12/5/08	0000403108	690038882	9,454.33
12/11/08	0000409347	690041975	8,678.25
12/19/08	0000419921	690044037	16,867.42
3/4/09	0000497442	1010492, 1010484, 1010488, 1010483, and 1010489	9654.70
4/13/09	0000538093	1012648	1,543.27
4/30/09	0000555298	690126435, 690126436, 690126438, 690126437, 690126440, and 690126439	47,089.87
7/9/09	0000622879	1017787	1,997.00
7/23/09	0000635389	690179495	19,998.00
10/5/09	0000689684	690223280	8,700.00
3/23/10	0000787788	690097756 and 690097755	34,400.00
4/20/10	0000801995	690113444	19,300.00
5/20/10	0000812572	690132558 and 690132225	38,090.00

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

COUNTS TWO THROUGH SIX

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 4 of Count One are incorporated here.
2. From in or about February 2008, to in or about May 2010, defendants

**OWEN MOORE and
LARRY MOORE**

devised and intended to devise a scheme to defraud Siemens Corporation and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

3. Paragraphs 6 through 10 and Overt Acts 1 through 5 of Count One are incorporated here.
4. On or about the dates set forth below, in Malvern, Pennsylvania, in the Eastern District of Pennsylvania, and elsewhere, defendants

**OWEN MOORE and
LARRY MOORE,**

for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting the scheme and the attempt, caused to be sent by mail the checks described below:

COUNT	DATE	DESCRIPTION
2	July 9, 2009	Fraudulent Check No. 0000622879, in the amount of \$1,997, mailed to BMS in East Hampton, Connecticut.

COUNT	DATE	DESCRIPTION
3	July 23, 2009	Fraudulent Check No. 0000635389, in the amount of \$19,998.00, mailed to BMS in East Hampton, Connecticut.
4	March 23, 2010	Fraudulent Check No. 0000787788, in the amount of \$34,400.00, mailed to BMS in East Hampton, Connecticut.
5	April 20, 2010	Fraudulent Check No. 0000801995, in the amount of \$19,300.00, mailed to BMS in East Hampton, Connecticut.
6	May 20, 2010	Fraudulent Check No. 0000812572, in the amount of \$38,090.00, mailed to BMS in East Hampton, Connecticut.

All in violation of Title 18, United States Code, Sections 1341, 1349, and 2.

COUNTS SEVEN AND EIGHT

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 3 of Count One are incorporated here.
2. As part of his duties, defendant OWEN MOORE supervised others, reviewing and approving their expenditures using Siemens-issued corporate American Express cards.
3. Siemens issued an American Express card to T.K. for business expenses.
4. J.L. was employed at Siemens and supervised by defendant OWEN MOORE. J.L. was a financial analyst, processing payment for various Siemens expenses. Siemens issued an American Express card to J.L. for business expenses.
5. Defendant OWEN MOORE was a member of the Owensgrove District Citizens Association of America (“ODCAA”), an organization created in order to help the citizens of Owensgrove, Liberia.

THE SCHEME

6. From in or about October 2007, to in or about January 2010, defendant
OWEN MOORE
devised and intended to devise a scheme to defraud Siemens Corporation and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

7. Defendant OWEN MOORE required employees subordinate to him to charge personal expenses of defendant OWEN MOORE on their Siemens-issued corporate

American Express cards. Defendant OWEN MOORE then approved the payment of these charges by Siemens.

8. Defendant OWEN MOORE directed T.K. to pay for charges associated with fundraising events for the ODCAA using his Siemens-issued American Express card. Defendant OWEN MOORE then approved the payment of the bills from Siemens funds. These payments, totaling approximately \$13,544.13, were not approved expenses on behalf of Siemens.

9. Defendant OWEN MOORE made approximately four tuition payments for defendant OWEN MOORE'S educational expenses at Eastern State University using J.L.'s Siemens-issued American Express card that defendant OWEN MOORE then approved for payment by Siemens. Siemens did not agree to make these payments totaling approximately \$28,747.15.

10. On or about October 12, 2007, defendant OWEN MOORE directed T.K. to pay approximately \$2,000 in hotel expenses associated with a fundraiser for the OCDA A held in New Brunswick, New Jersey, using his Siemens-issued American Express credit card that defendant OWEN MOORE then approved for payment by Siemens.

11. On or about December 28, 2007, defendant OWEN MOORE directed T.K. to pay approximately \$8,000 in hotel expenses associated with a fundraiser for the OCDA A held in New Brunswick, New Jersey, using his Siemens-issued American Express credit card that defendant OWEN MOORE then approved for payment by Siemens.

12. On or about January 28, 2008, defendant OWEN MOORE directed T.K. to pay approximately \$3,544.13 in hotel expenses associated with a fundraiser for the OCDA A held in New Brunswick, New Jersey, using his Siemens-issued American Express credit card that

defendant OWEN MOORE then approved for payment by Siemens.

13. On or about September 29, 2008, defendant OWEN MOORE paid approximately \$7,523.50 in tuition payments for defendant OWEN MOORE'S graduate degree from Eastern State University in Pennsylvania, using J.L.'s Siemens-issued American Express credit card that defendant OWEN MOORE then approved for payment by Siemens.

14. On or about April 8, 2009, defendant OWEN MOORE paid approximately \$6,771.15 in tuition payments for defendant OWEN MOORE'S graduate degree from Eastern State University in Pennsylvania, using J.L.'s Siemens-issued American Express credit card that defendant OWEN MOORE then approved for payment by Siemens.

15. On or about October 6, 2009, defendant OWEN MOORE paid approximately \$7,175.00 in tuition payments for defendant OWEN MOORE'S graduate degree from Eastern State University in Pennsylvania, using J.L.'s Siemens-issued American Express credit card that defendant OWEN MOORE then approved for payment by Siemens.

16. On or about January 6, 2010, defendant OWEN MOORE paid approximately \$7,277.50 in tuition payments for defendant OWEN MOORE'S graduate degree from Eastern State University in Pennsylvania, using J.L.'s Siemens-issued American Express credit card that defendant OWEN MOORE then approved for payment by Siemens.

17. On or about the dates set forth below, each date constituting a separate count, in Malvern, Pennsylvania, in the Eastern District of Pennsylvania, and elsewhere, defendant

OWEN MOORE,

for the purpose of executing the scheme described above, and attempting to do so, caused to be

transmitted by means of wire communication in interstate commerce the signals and sounds described below:

COUNT	DATE	DESCRIPTION
7	October 6, 2009	Wire communication from Siemens in Malvern, Pennsylvania, to Nelnet Business Solutions in Lincoln, Nebraska, submitting a tuition payment of \$7,175.00 for defendant OWEN MOORE'S graduate degree from Eastern State University in Pennsylvania, using J.L.'s Siemens-issued American Express credit card ending in 1002.
8	January 6, 2010	Wire communication from Siemens in Malvern, Pennsylvania, to Nelnet Business Solutions in Lincoln, Nebraska, submitting a tuition payment of \$7,277.50 for defendant OWEN MOORE'S graduate degree from Eastern State University in Pennsylvania, using J.L.'s Siemens-issued American Express credit card ending in 1002.

All in violation of Title 18, United States Code, Sections 1343, 1349, and 2.

NOTICE OF FORFEITURE NO. 1

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Sections 1341, 1343, and 1349, as set forth in this indictment, defendant

OWEN MOORE

shall forfeit to the United States of America any property that constitutes, or is derived from, proceeds obtained directly or indirectly from the commission of such offenses, including, but not limited to, the sum of \$306,031.12 and:

2. If any of the property subject to forfeiture, 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 intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant(s) up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C).

NOTICE OF FORFEITURE NO. 2

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Sections 1341, 1343, and 1349, as set forth in this indictment, defendant

LARRY MOORE

shall forfeit to the United States of America any property that constitutes, or is derived from, proceeds obtained directly or indirectly from the commission of such offenses, including, but not limited to, the sum of \$263,739.84 and:

2. If any of the property subject to forfeiture, 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 intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant(s) up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C).

A TRUE BILL:

GRAND JURY FOREPERSON



ZANE DAVID MEMEGER
UNITED STATES ATTORNEY