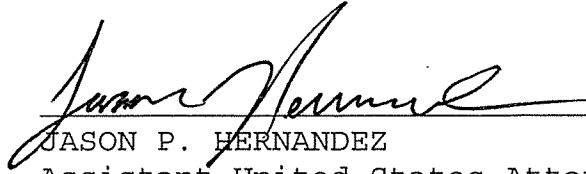


13 MAG 1770

Approved:


JASON P. HERNANDEZ
Assistant United States Attorney

Before: HONORABLE JAMES L. COTT
United States Magistrate Judge
Southern District of New York

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UNITED STATES OF AMERICA

-v.-

SARVESH DHARAYAN,
SANJAY GUPTA,
VENKATA ATLURI,
a/k/a "Sam,"
RANGARAJAN KUMAR,
VADAN KUMAR KOPALLE, and
DARREN SIRIANI,

Defendants.

:

:

SEALED COMPLAINT

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:

Violations of
18 U.S.C. §§ 371, 1343,
1346, 1349, 1952, 1956,
& 2

:

:

COUNTY OF OFFENSES:
NEW YORK

:

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- - - - -x

SOUTHERN DISTRICT OF NEW YORK, ss.:

JONATHAN BORK, being duly sworn, deposes and says that he is a Special Agent with the United States Department of Health and Human Services, Office of Inspector General, and charges:

COUNT ONE

(Conspiracy to Commit Honest Services Fraud)

1. From at least in or about 2008 through and including in or about September 2012, in the Southern District of New York and elsewhere, SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, VADAN KUMAR KOPALLE, and DARREN SIRIANI, the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated and agreed together and with each other to violate Title 18, United States

Code, Sections 1343 and 1346, to wit, DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI offered, paid, and/or arranged for the payment of kickbacks and/or bribes to employees of a New York Company in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI.

2. It was a part and an object of the conspiracy that SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, VADAN KUMAR KOPALLE, and DARREN SIRIANI, the defendants, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the New York Company of the intangible right of honest services, to wit, through kickbacks and/or bribes paid to the New York Company's employees, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice.

Overt Acts

3. In furtherance of the conspiracy and to effect the illegal object thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. On or about December 7, 2011, SARVESH DHARAYAN and SANJAY GUPTA, the defendants, caused an interstate email to be sent to the New York Company containing an invoice for services rendered by a contractor.

b. On or about April 27, 2012, SARVESH DHARAYAN, the defendant, sent an email requesting an invoice for \$98,780.75.

c. On or about May 31, 2012, SANJAY GUPTA, the defendant, sent an email to SARVESH DHARAYAN, the defendant, discussing kickback and/or bribe obligations.

d. On or about January 29, 2009, VENKATA ATLURI, a/k/a "Sam," the defendant, sent an email discussing kickback and/or bribe obligations.

e. In or about December 2009, VENKATA ATLURI, a/k/a "Sam," the defendant, caused an interstate email to be sent to the New York Company containing an invoice for services rendered by a contractor.

f. On or about December 31, 2009, RANGARAJAN KUMAR, the defendant, sent an email discussing kickback and/or bribe obligations.

g. On or about June 3, 2009, RANGARAJAN KUMAR, the defendant, caused an interstate email to be sent containing an invoice to the New York Company.

h. On or about April 7, 2010, VADAN KUMAR KOPALLE, the defendant, sent an email discussing kickback and/or bribe obligations.

i. On or about August 10, 2010, VADAN KUMAR KOPALLE, the defendant, sent an interstate email containing an invoice to the New York Company.

j. On or about December 10, 2009, DARREN SIRIANI, the defendant, sent an interstate email to an employee of a hotel in Las Vegas, Nevada.

k. On or about June 16, 2011, DARREN SIRIANI, the defendant, caused an interstate email to be sent containing an invoice to the New York Company.

(Title 18, United States Code, Section 1349.)

COUNT TWO
(Conspiracy to Violate the Travel Act)

4. From at least in or about 2008 through and including in or about September 2012, in the Southern District of New York and elsewhere, SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, VADAN KUMAR KOPALLE, and DARREN SIRIANI, the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated and agreed together and with each other to violate Title 18, United States Code, Section 1952(a)(3), to wit, DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI offered, paid, and/or arranged for the payment of kickbacks and/or bribes to employees of a New York Company in exchange for steering and/or maintaining

business contracts and business opportunities from the New York Company to DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI.

5. It was a part and an object of the conspiracy that SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, VADAN KUMAR KOPALLE, and DARREN SIRIANI, the defendants, would and did travel in interstate commerce and use and cause to be used the mails and facilities in interstate commerce with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, and thereafter would and did perform and attempt to perform an act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of said unlawful activity, to wit, DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI sent and caused others to send interstate wires, such as emails, to offer, pay, and/or arrange for the payment of kickbacks and/or bribes to employees of a New York Company, in violation of Title 18, United States Code, Section 1952(a)(3).

Overt Acts

6. In furtherance of the conspiracy and to effect the illegal object thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. On or about December 7, 2011, SARVESH DHARAYAN and SANJAY GUPTA, the defendants, caused an interstate email to be sent to the New York Company containing an invoice for services rendered by a contractor.

b. On or about April 27, 2012, SARVESH DHARAYAN, the defendant, sent an email requesting an invoice for \$98,780.75.

c. On or about May 31, 2012, SANJAY GUPTA, the defendant, sent an email to SARVESH DHARAYAN, the defendant, discussing kickback and/or bribe obligations.

d. On or about January 29, 2009, VENKATA ATLURI, a/k/a "Sam," the defendant, sent an email discussing kickback and/or bribe obligations.

e. In or about December 2009, VENKATA ATLURI, a/k/a "Sam," the defendant, caused an interstate email to be sent to

the New York Company containing an invoice for services rendered by a contractor.

f. On or about December 31, 2009, RANGARAJAN KUMAR, the defendant, sent an email discussing kickback and/or bribe obligations.

g. On or about June 3, 2009, RANGARAJAN KUMAR, the defendant, caused an interstate email to be sent containing an invoice to the New York Company.

h. On or about April 7, 2010, VADAN KUMAR KOPALLE, the defendant, sent an email discussing kickback and/or bribe obligations.

i. On or about August 10, 2010, VADAN KUMAR KOPALLE, the defendant, sent an interstate email containing an invoice to the New York Company.

j. On or about December 10, 2009, DARREN SIRIANI, the defendant, sent an interstate email to an employee of a hotel in Las Vegas.

k. On or about June 16, 2011, DARREN SIRIANI, the defendant, caused an interstate email to be sent containing an invoice to the New York Company.

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

COUNT THREE
(Honest Services Fraud)

7. From at least in or about 2008 through and including in or about September 2012, in the Southern District of New York and elsewhere, SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, VADAN KUMAR KOPALLE, and DARREN SIRIANI, the defendants, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the New York Company of its intangible right to honest services, did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, including interstate and foreign wire transfers, for the purpose of executing such scheme and artifice, to wit, DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI offered, paid, and/or arranged for the payment of

kickbacks and/or bribes to employees of the New York Company in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI.

(Title 18, United States Code, Sections 1343, 1346, and 2.)

COUNT FOUR
(The Travel Act)

8. From at least in or about 2008 through and including in or about September 2012, in the Southern District of New York and elsewhere, SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, VADAN KUMAR KOPALLE, and DARREN SIRIANI, the defendants, would and did travel in interstate commerce and use and cause to be used the mails and facilities in interstate commerce with intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, to wit, DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI paid financial kickbacks and/or bribes in exchange for steering and/or maintaining contracts from the New York Company to other companies, in violation of New York Penal Law Section 180.03, and thereafter would and did perform and attempt to perform an act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of said unlawful activity, to wit, DHARAYAN, GUPTA, ATLURI, KUMAR, KOPALLE, and SIRIANI used or caused others to use interstate wires, such as emails, to promote, manage, and carry on the kickback and/or bribe scheme described in this paragraph.

(Title 18, United States Code, Section 1952(a)(3) and 2.)

COUNT FIVE
(Money Laundering Conspiracy)

9. From at least in or about 2008 through and including in or about September 2012, in the Southern District of New York and elsewhere, SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, and VADAN KUMAR KOPALLE, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate and agree together and with each other to violate Title 18, United States Code, Section 1956(a)(1)(B)(i).

10. It was a part and an object of the conspiracy that SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, and VADAN KUMAR KOPALLE, the defendants, and others known and unknown, in an offense involving and affecting interstate and foreign commerce, knowing that the property involved in certain financial transactions represented the proceeds of some form of unlawful activity, willfully and knowingly would and did conduct and attempt to conduct such financial transactions which in fact involved the proceeds of specified unlawful activity, to wit, the kickback and/or bribe scheme described in Count One of this Complaint, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership and the control of the proceeds of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i), to wit, DHARAYAN, GUPTA, ATLURI, KUMAR, and KOPALLE paid kickbacks and/or bribes pursuant to false invoices through conduit companies that they controlled into bank accounts for consulting companies owned and controlled by the bribe recipients, which was done to conceal the nature, source, ownership, and the control of the kickbacks and/or bribes.

Overt Acts

11. In furtherance of the conspiracy and to effect the illegal object thereof, the following overt act, among others, was committed in the Southern District of New York and elsewhere.

a. On or about April 24, 2012, SARVESH DHARAYAN, the defendant, signed four consecutively numbered checks made payable to Nean Consulting, LLC for \$26,000, \$28,500, \$27,585, and \$16,695.75, which were drawn from a conduit company's bank account.

b. On or about May 31, 2012, SANJAY GUPTA, the defendant, sent an email to SARVESH DHARAYAN, the defendant, discussing kickback and/or bribe obligations.

c. On or about December 6, 2010, VENKATA ATLURI, a/k/a "Sam," the defendant, signed a check made payable to Sharp Data Solutions, LLC for \$27,509, which was drawn from a conduit company's bank account.

d. On or about April 25, 2009, RANGARAJAN KUMAR, the defendant, issued a check made payable to Definitive Technologies, LLC for \$29,355, which was drawn from a conduit company's bank account.

e. On or about May 3, 2010, VADAN KUMAR KOPALLE, the defendant, used a conduit company's bank account to send \$14,500 to Definitive Technologies, LLC.

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

The bases for my knowledge and for the foregoing charges are, in part, as follows:

12. I have been a Special Agent with The United States Department of Health and Human Services, Office of Inspector General ("HHS OIG") since 2011. Prior to my employment at HHS OIG, I was a Special Agent with the U.S. Secret Service ("USSS") from May 2006 to January 2011. In connection with my work as a Special Agent with HHS OIG and the USSS, I have participated in investigations involving financial crimes, such as kickback/bribe schemes, health care fraud, bank fraud, money laundering, counterfeiting, and identity theft. Through my experience as a law enforcement officer, and through the training I have received, I am familiar with the ways and means by which individuals conduct kickback and/or bribe schemes and launder the proceeds thereof, and engage in other federal offenses. From my participation in this investigation, my conversations with law enforcement officers and others, and my review of documents, I am familiar with the facts and circumstances of this investigation. Because this affidavit is being submitted for a limited purpose, I have not included in it everything I know about this investigation. Where the contents of documents and the actions, conversations, and statements of others are related herein, they are related in substance and in part.

BACKGROUND AND RELEVANT ENTITIES

13. I know from speaking to the New York Company's Chief of Operations that the New York Company was located in New York, New York at all relevant times to this Complaint. The New York Company provided nation-wide medical cost management solutions, among other things, such as electronic negotiation and medical

reimbursement services. At all times relevant to this Complaint, the New York Company hired database administrators ("DBAs") from outside vendors. The New York Company paid the outside vendors an hourly rate for each DBA, such as \$105 or \$115 per hour.

14. I know from interviewing two co-conspirators not named herein who are cooperating with this investigation (hereinafter "CW-1" and "CW-2") that at all times relevant to this Complaint, CW-1 and CW-2 were employed by the New York Company.¹ CW-1 was employed as a Senior Vice President and the Chief Information Officer. CW-2 was employed as the Director of Database Administration.

15. I know from interviewing CW-1 and CW-2 that their titles and positions at the New York Company gave them considerable influence over which vendors the New York Company chose to do business with. I also know that at all times relevant to this Complaint that neither CW-1 nor CW-2 disclosed to senior management at the New York Company that they were receiving kickbacks and/or bribes, as set forth in detail below. I know from interviewing the New York Company's Chief of Operations that at all times relevant to this Complaint, senior managers at the New York Company were not aware that CW-1 and CW-2 were collecting kickbacks and/or bribes. The Chief of Operations further told me that the New York Company would not have approved the collection of kickbacks and/or bribes by its employees from outside vendors.

¹ CW-1 is currently cooperating with the Government's investigation and has provided information, including inculpatory information, because he hopes to plead guilty to multiple federal felonies pursuant to a cooperation agreement in order to receive leniency at sentencing. CW-2 has pled guilty to federal felonies including conspiracy to commit honest services fraud and to violate the Travel Act, honest services fraud, violating the Travel Act, and conspiracy to commit money laundering, pursuant to a cooperation agreement with the Government. Information provided by CW-1 and CW-2 has been corroborated by information provided by other witnesses and various documents, such as bank records, business records, e-mails, and other records. The information provided by CW-1 and CW-2 has shown to be reliable.

16. I know from interviewing CW-1 and CW-2 and reviewing bank records that CW-1 and CW-2 received the kickbacks and/or bribes paid to them primarily through three consulting companies that CW-1 and CW-2 created and controlled. I know from interviewing CW-1 and CW-2 and from reviewing incorporation records that those three companies were:

a. A New Jersey company known as Definitive Technologies, LLC ("Definitive Technologies") which CW-1 and CW-2 owned and operated from 2008 to 2011.

b. A New Jersey company known as Sharp Data Solutions, LLC ("Sharp Data") which was incorporated in 2008 by CW-2.

c. A New Jersey company known as Nean Consulting, LLC ("Nean Consulting") which was incorporated in 2008 by CW-2's spouse at CW-2's direction.

17. As set forth in greater detail below, I know the following from reviewing incorporation records and from interviewing CW-2.

a. Vendor-1 was a New Jersey company in the information technology field. Vendor-1 placed DBAs with the New York Company from approximately 2010 to 2012. SARVESH DHARAYAN, the defendant, owned and operated Vendor-1. SANJAY GUPTA, the defendant, was an employee of Vendor-1.

b. Conduit Company-1 was incorporated by SARVESH DHARAYAN, the defendant, in or about 2008 in New Jersey.

c. Vendor-2 was a New Jersey company in the information technology field. Vendor-2 supplied DBAs to the New York Company from approximately 2008 to 2012. VENKATA ATLURI, a/k/a "Sam," the defendant, owned and operated Vendor-2.

d. Conduit Company-2 and Conduit Company-3 were used by VENKATA ATLURI, a/k/a "Sam," the defendant, to pay kickbacks and/or bribes to CW-1 and CW-2.

e. Vendor-3 was a New Jersey company in the information technology field that supplied DBAs to the New York Company from approximately 2009 to 2012.

f. Conduit Company-4 was incorporated in Delaware by RANGARAJAN KUMAR, the defendant.

g. Vendor-4 was a Texas company in the information technology field that placed DBAs at the New York Company from approximately 2009 to 2010. VADAN KUMAR KOPALLE, the defendant, was in charge of Delivery and Operations for Vendor-4.

h. Conduit Company-5 was a New Jersey company which was owned and operated VADAN KUMAR KOPALLE, the defendant.

i. Vendor-5 was a New Jersey company that sold information technology hardware and provided independent contractors to the New York Company from approximately 2008 to 2012. DARREN SIRIANI, the defendant, owned and operated Vendor-5.

OVERVIEW OF THE OFFENSE CONDUCT

18. As set forth in detail below, there is probable cause to believe that SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, VADAN KUMAR KOPALLE, and DARREN SIRIANI, the defendants, offered, paid, and/or arranged for the payment of at least approximately \$2,328,658.25 in kickbacks and/or bribes to employees of the New York Company in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to the defendants. DHARAYAN, GUPTA, and SIRIANI also paid kickbacks and/or bribes in the form of free travel, complimentary hotel rooms, free meals, alcohol, and other things.

19. SARVESH DHARAYAN and SANJAY GUPTA, the defendants, paid approximately \$1,722,620 in kickbacks and/or bribes to CW-1 and CW-2 through Conduit Company-1 in exchange for steering business to Vendor-1. DHARAYAN and GUPTA also paid for a flight to Las Vegas and hotel room for CW-1. From approximately 2010 to 2012, the New York Company paid Vendor-1 approximately \$6,625,479.20 for placing DBAs.

20. VENKATA ATLURI, a/k/a "Sam," the defendant, paid approximately \$190,436.75 in kickbacks and/or bribes to CW-1 and CW-2 through Vendor-2, Conduit Company-2, and Conduit Company-3, in exchange for steering business to Vendor-2. From approximately 2008 to 2012, the New York Company paid Vendor-2 approximately \$11,495,804.88 for placing DBAs.

21. RANGARAJAN KUMAR, the defendant, paid approximately \$247,634 in kickbacks and/or bribes to CW-1 and CW-2 through Conduit Company-4 in exchange for steering business to Vendor-3. From approximately 2009 to 2012, the New York Company paid Vendor-3 approximately \$2,593,210.38 for placing DBAs.

22. VADAN KUMAR KOPALLE, the defendant, paid approximately \$142,967.50 in kickbacks and/or bribes to CW-1 and CW-2 through Conduit Company-5 in exchange for steering business to Vendor-4. From approximately 2009 to 2010, the New York Company paid Vendor-4 approximately \$1,035,660 for placing DBAs.

23. DARREN SIRIANI, the defendant, paid approximately \$23,000 in cash kickbacks and/or bribes to CW-1. SIRIANI also paid for hotel rooms in Las Vegas and Costa Rica, meals, alcohol, and other things, for CW-1, CW-2, and others, all in exchange for steering business to Vendor-5. From approximately 2008 to 2012, the New York Company paid Vendor-5 approximately \$1,177,600.91.

The Kickback and/or Bribe Scheme Involving Vendor-1

24. As set forth in detail below, there is probable cause to believe that SARVESH DHARAYAN and SANJAY GUPTA, the defendants, paid kickbacks and/or bribes to CW-1 and CW-2 pursuant to false invoices for consulting services in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to Vendor-1.

25. I know from reviewing incorporation records for Vendor-1 that Vendor-1 is a New Jersey company in the information technology field. I know from business records from the New York Company that Vendor-1 placed database administrators ("DBAs") with the New York Company from approximately 2010 to 2012. I know from interviewing CW-2 and from Vendor-1's incorporation records that SARVESH DHARAYAN, the defendant, owned and operated Vendor-1 and that SANJAY GUPTA, the defendant, was an employee of Vendor-1.

26. I know from incorporation records that SARVESH DHARAYAN, the defendant, incorporated Conduit Company-1 in or about 2008 in New Jersey. DHARAYAN is listed as the President and Director of Conduit Company-1.

27. I have learned from interviewing CW-2 that in or about 2009 or 2010, SARVESH DHARAYAN, the defendant, agreed to pay kickbacks and/or bribes to CW-1 and CW-2 in exchange for them steering the New York Company's business contracts and business opportunities to Vendor-1.

28. I have learned the following from reviewing screen shots of certain emails between CW-2 and SARVESH DHARAYAN and SANJAY GUPTA, the defendants, which were taken by an individual (the "whistle blower") and from interviewing CW-2.

a. On July 14, 2011, SARVESH DHARAYAN, the defendant, sent an e-mail to CW-2's personal email account and the personal email account of SANJAY GUPTA, the defendant, in which DHARAYAN discussed CW-2's "share" of the hourly billings performed by Vendor-1's DBAs for the New York Company. The email sent by DHARAYAN states: "There is a slight error at your end. For [a Vendor-1 DBA ("DBA-1")] - - your share is -----43----- update your records and correct your invoice [.] For [a Vendor-1 DBA ("DBA-2")] ----- your share is -----44----- update your records and correct your invoice[.] If we go by your rate card then your May invoice is wrong (we over paid you by 168 \$\$) [.] Please update your records and send your correct invoice[.] We are also waiting for March correct invoice as per check mailed (Please send March invoice of \$76,824.00." Also on July 14, 2011, CW-2 replied to DHARAYAN and GUPTA: "I had already sent March invoice couple of times. I will go home take a look at it (may be will call u)."

b. I know from reviewing employment records from the New York Company that the references to DBA-1 and DBA-2 in the July 14, 2011 e-mails are references to two DBAs supplied by Vendor-1 to the New York Company on or about May 2, 2011 and April 25, 2011, respectively. I also know based on my interview of CW-2 that references to CW-2's "share" and the numbers "43" and "44" are references to the share of the hourly billing rates charged by Vendor-1 for DBA-1 and DBA-2 that CW-1 and CW-2 were to receive as a kickback and/or bribe.

c. On December 13, 2010, CW-2 sent an email to SANJAY GUPTA, the defendant, stating that: "I need another work order for ["DBA-3"] (DBA replacement for ["DBA-4"]). Rate should be same as [DBA-4]. You have all the information. Pls let me know if you need any thing. (62 + 43 = 105)." Also on December 13, 2010, GUPTA forwarded the email to the email

account of SARVESH DHARAYAN, the defendant. I know from reviewing employment records from the New York Company that a "Work Order" dated December 14, 2010 was created for DBA-3. Based on my review of the December 13, 2010 emails, the New York Company's employment records, and my interview of CW-2, I know that the person identified herein and discussed in the emails as DBA-3 and the DBA-3 hired by the New York Company from Vendor-1 are one in the same person. I also know from interviewing CW-2 that the equation in the email - "(62 + 43 = 105)" - describes how the DHARAYAN, GUPTA, and CW-2 decided to split the profit from the New York Company's hiring of DBA-3. I know that Vendor-1 planned to receive \$105 per hour from the New York Company and that \$62 per hour would be kept by Vendor-1, while \$43 per hour would be paid to CW-1 and CW-2 as a kickback/bribe.

29. I have also reviewed emails that I obtained pursuant to a judicially authorized search warrant and learned the following.

a. On or about April 27, 2012, SARVESH DHARAYAN, the defendant, sent CW-2 an email with the subject line "FW: bond invoice for Jan." In the body of the email, DHARAYAN wrote, "Need Jan Invoice in amount of \$ 98780.75," followed by a chart listing, among other things, names and dollar amounts. (emphasis in original). I know from reviewing records from the New York Company that the names in the chart are the names of DBAs that Vendor-1 placed at the New York Company. Also on April 27, 2012, DHARAYAN forwarded the email to SANJAY GUPTA, the defendant. In the body of the email to GUPTA, DHARAYAN wrote "Thanks." I know from interviewing CW-2 that DHARAYAN was asking CW-2 in the April 27, 2012 email for an invoice for \$98,780.75 so that DHARAYAN could pay CW-1 and CW-2 a kickback and/or bribe in that amount. I also know from reviewing Nean Consulting's bank records that on or about April 24, 2012, DHARAYAN wrote four consecutively numbered checks made payable to Nean Consulting from Conduit Company-1's bank account for \$26,000, \$28,500, \$27,585, and \$16,695.75. The sum of those four checks is \$98,780.75, which is the same amount as the invoice that DHARAYAN requested in his April 27, 2012 email to CW-2.

b. I have also reviewed an email sent by SANJAY GUPTA, the defendant, to SARVESH DHARAYAN, the defendant, dated May 31, 2012 with the Subject Line "Rate for [DBA-5] and [DBA-6] (PL/SQL Girl)." In that email, GUPTA wrote: "[DBA-5]: 115

billing and 83 to us + 32 to bond" and "[DBA-6] (PL/SQL girl): 105 billing and 70 to us + 35 to bond." I know from reviewing records from the New York Company that DBA-5 and DBA-6 were placed by Vendor-1 at the New York Company and that "115" and "105" refer to their respective hourly billing rates in U.S. dollars. I also believe that GUPTA's reference to +32 and +35 "to bond" are references to the amount of money to be paid to CW-1 and CW-2 for each hour billed by DBA-5 and DBA-6. I believe that to be true based on my interview of CW-2 and the use of the word "bond" in both the April 27, 2012 email referenced in paragraph 29(a) and in the May 31, 2012 email. I believe that DHARAYAN and GUPTA used the word "bond" as a code or shorthand reference for the payment of kickbacks and/or bribes to CW-1 and CW-2.

30. I have also learned from interviewing CW-2, from reviewing emails provided by the whistle blower, and from travel records provided by an airline that SARVESH DHARAYAN, the defendant, paid for a free round trip flight from New Jersey to Las Vegas for CW-2. On September 6, 2011, DHARAYAN sent an email to CW-2 and SANJAY GUPTA, the defendant, with the subject line "travel date for Vegas." In the body of the e-mail, DHARAYAN wrote, "Please let me know if 16th Sept to 18th Sept is fine with everyone." According to records provided by an airline, CW-2, DHARAYAN, and GUPTA flew to Las Vegas and back to New Jersey on or about September 16th and 18th, respectively. In addition, the airline's records show that DHARAYAN paid for SINGH's round trip ticket. I have also learned from CW-2 that DHARAYAN paid for CW-2's hotel room on the Las Vegas strip during that trip. I also know from CW-2 that there was no legitimate business purpose for the trip to Las Vegas.

31. I know from reviewing financial records from the New York Company that the New York Company paid Vendor-1 approximately \$6,625,479.20 from approximately 2010 to 2012.

32. I know from reviewing bank records that Conduit Company-1 paid kickbacks and/or bribes to CW-1 and CW-2 of at least \$1,722,620, primarily pursuant to false invoices for consulting services to Nean Consulting and Sharp Data, from approximately 2009 to 2012. I know that the invoices were false because CW-1 and CW-2 told me that they never rendered any legitimate consulting services to Conduit Company-1.

33. I know from reviewing emails sent and received by the New York Company that SARVESH DHARAYAN and SNAJAY GUPTA, the defendants, caused others at Vendor-1 to send interstate emails containing invoices to the New York Company for services rendered by Vendor-1 DBAs. For example, on or about December 7, 2011, an employee of Vendor-1 sent an email to the New York Company containing an invoice for services rendered by a Vendor-1 DBA.

The Laundering of the Kickback/Bribe
Proceeds Involving Vendor-1

34. As set forth below, there is probable cause to believe that SARVESH DHARAYAN and SANJAY GUPTA, the defendants, participated in a conspiracy to launder the proceeds of the kickback and/or bribe scheme involving Vendor-1. DHARAYAN and GUPTA laundered the proceeds of the kickback/bribe scheme through Conduit Company-1, pursuant to false invoices for consulting services, to conceal the nature, source, ownership, and the control of the kickbacks and/or bribes.

35. I learned from interviewing CW-1 and CW-2 and from reviewing bank records that SARVESH DHARAYAN and SANJAY GUPTA, the defendants, paid most of the kickbacks and/or bribes owed to CW-1 and CW-2 through Conduit Company-1. I have learned from reviewing bank records for Conduit Company-1 that Conduit Company-1 received approximately \$1,696,242 from Vendor-1's bank account from in or about January 2009 through and including in or about December 2012.

36. I have learned from interviewing CW-1 and CW-2 and from reviewing bank records that CW-1 and CW-2 transferred the kickbacks and/or bribes they received into bank accounts for Nean Consulting and Sharp Data into other bank accounts that CW-1 and CW-2 controlled. CW-1 and CW-2 subsequently spent the kickbacks and/or bribes for their own personal use.

The Kickback and/or Bribe Scheme Involving Vendor-2

37. As set forth in detail below, there is probable cause to believe that VENKATA ATLURI, a/k/a "Sam," the defendant, paid kickbacks and/or bribes to CW-1 and CW-2 pursuant to false invoices for consulting services in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to Vendor-2.

38. I know from incorporation records and from interviewing CW-1 and CW-2 that Vendor-2 is a New Jersey company in the information technology field. I also know that VENKATA ATLURI, a/k/a "Sam," the defendant, owns and operates Vendor-2. I know from reviewing business records from the New York Company that from approximately 2008 to 2012, Vendor-2 supplied DBAs to the New York Company.

39. I have learned from interviewing CW-2 that in or about early 2008, VENKATA ATLURI, a/k/a "Sam," the defendant, agreed to pay kickbacks and/or bribes to CW-1 and CW-2 to steer and/or maintain the New York Company's business contracts and business opportunities to ATLURI. CW-2 and ATLURI agreed that the kickbacks and/or bribes would be calculated as a portion of the hourly wage earned by Vendor-2 DBAs working for the New York Company. To facilitate the kickback and/or bribe payments, CW-2 sent Vendor-2 false invoices for consulting services.

40. I have learned the following from reviewing emails that I obtained pursuant to a judicially authorized search warrant.

a. On or about January 29, 2009, VENKATA ATLURI, a/k/a "Sam," the defendant, sent an email to CW-2's personal email account stating "[p]lease email me paper prepared for last year hours and payment reconciliation." ATLURI's email goes on to list six DBAs who worked at the New York Company and under each name, ATLURI listed the hours they worked for each month and the "Rate" for each DBA. One of the DBAs, for example, listed his total hours as "1250" and his "Rate" as "15" and the total as "18750" (the sum of multiplying 1250 (hours) by 15 (Rate)). I know from interviewing CW-2 that these calculations were calculations of kickback and/or bribe payments by ATLURI.

b. On or about March 12, 2010, VENKATA ATLURI, a/k/a "Sam," the defendant, sent CW-2 an email summarizing six payments made by Vendor-2 to CW-2 in 2009 totaling \$94,542. ATLURI's email states that each payment was for "Subcontractor Svc," which I believe to mean subcontractor services. I have also reviewed bank records which show that all six checks were deposited by CW-2. I know from interviewing CW-1 and CW-2 that they did not provide any subcontracting services or any services to Vendor-2 and that the \$94,542 payment was a kickback and/or bribe.

41. I know from reviewing financial records from the New York Company that the New York Company paid Vendor-2 approximately \$11,495,804.88 from 2008 to 2012.

42. I also know from reviewing bank records and from interviewing CW-1 and CW-2 that VENKATA ATLURI, a/k/a "Sam," the defendant, paid kickbacks and/or bribes to CW-1 and CW-2 of at least \$190,436.75 from approximately 2008 to 2012.

43. I know from reviewing emails sent and received by the New York Company that VENKATA ATLURI, a/k/a "Sam," the defendant, caused others at Vendor-2 to send invoices to the New York Company via email for services rendered by Vendor-2 DBAs. For example, in or about December 2009, ATLURI caused a Vendor-2 employee to send an invoice to the New York Company for services rendered by one of the DBAs mentioned in ATLURI's January 29, 2009 email that ATLURI sent to CW-2's personal email account, as explained in paragraph 40(a).

The Laundering of the Kickback/Bribe
Proceeds Involving Vendor-2

44. As set forth below, there is probable cause to believe that VENKATA ATLURI, a/k/a "Sam," the defendant, participated in a conspiracy to launder the proceeds of the kickback and/or bribe scheme involving Vendor-2 to conceal the nature, source, ownership, and the control of the kickbacks and/or bribes by making certain kickback and/or bribe payments through two conduit companies.

45. I know from reviewing Sharp Data's bank records the following.

a. VENKATA ATLURI, a/k/a "Sam," the defendant, issued two checks for \$20,481 and \$12,421 from Conduit Company-2 to Sharp Data on or about September 1, 2010.

b. On or about December 6, 2010, ATLURI issued a check to Sharp Data for \$27,509 from Conduit Company-3.

c. I know that ATLURI signed the checks from Conduit Company-2 and Conduit Company-3 because I have compared ATLURI's signature on the incorporation documents for Vendor-2 to the signatures on the checks from Conduit Company-2 and Conduit Company-3 and they were all made by the same person, ATLURI. I

also know from interviewing CW-2 that the checks from Conduit Company-2 and Conduit Company-3 to Sharp Data were kickback and/or bribe payments, and not payments for any legitimate services.

The Kickback and/or Bribe Scheme And Laundering
of the Kickback/Bribe Proceeds Involving Vendor-3

46. As set forth in detail below, there is probable cause to believe that RANGARAJAN KUMAR, the defendant, paid kickbacks and/or bribes to CW-1 and CW-2 pursuant to false invoices for consulting services in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to Vendor-3.

47. I have learned from incorporation records that Vendor-3 is incorporated in the state of New Jersey. I know from reviewing business records from the New York Company that from approximately 2009 to 2012, Vendor-3 supplied DBAs to the New York Company. I have also learned from incorporation records that Conduit Company-4 was incorporated in Delaware by RANGARAJAN KUMAR, the defendant.

48. I have learned from interviewing CW-2 that RANGARAJAN KUMAR, the defendant, agreed to pay kickbacks and/or bribes to CW-1 and CW-2 in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to Vendor-3.

49. I know the following from reviewing emails that I obtained pursuant to a judicially authorized search warrant and from interviewing CW-2.

a. On or about December 31, 2009, RANGARAJAN KUMAR, the defendant, sent an email to CW-2's personal email account with the subject line "Proposal." In the body of the email, KUMAR wrote, in part: "Please see payment schedule to catch up. I based it on what I can see now and commit. If things change for the better, I will release more funds sooner." KUMAR goes on to list six specific dates with corresponding amounts due or a notation that an invoice would be forthcoming. For example, the first entry reads "January 12, 2010 - \$60,000." I know from interviewing CW-2 that KUMAR was sending CW-2 a list of outstanding kickback and/or bribe obligations that KUMAR owed to CW-2.

b. I know from an email sent by CW-2 to KUMAR on or about January 12, 2010, that KUMAR arranged for CW-2 to receive a \$60,000 check for the outstanding kickback and/or bribe obligation discussed in KUMAR's December 31, 2009 email to CW-2. On or about January 12, 2010, CW-2 told KUMAR in an email that CW-2 "just deposited the 1st check of \$60k."

c. I showed CW-2 a copy of a \$60,000 check dated January 12, 2010 that was deposited in the Definitive Technologies bank account. CW-2 told me that that check was payment for the \$60,000 in kickbacks and/or bribes that KUMAR referred to in his December 31, 2009 email to CW-2 and in CW-2's January 12, 2010 email to KUMAR.

50. I know the following from an email that I obtained pursuant to a judicially authorized search warrant. On or about February 26, 2010, RANGARAJAN KUMAR, the defendant, sent an email to CW-2's personal email account with the subject line "Payment update." In the body of the email, KUMAR wrote, in part, "We will be depositing a check for \$15,080 this afternoon This is December invoice minus [the last name of a DBA, hereinafter "Doe"] payment. Doe Payment will be release to you in full once received." I know from interviewing CW-2 that Doe was a DBA who had been placed at the New York Company by Vendor-3. I also learned from CW-2 that the purpose of this email from KUMAR was to inform CW-2 that a kickback and/or bribe payment derived from a portion of Doe's hourly rate while employed by the New York Company was forthcoming to CW-2.

51. I know from reviewing emails sent and received by the New York Company that RANGARAJAN KUMAR, the defendant, caused others at Vendor-3 to send interstate emails containing invoices to the New York Company for services rendered by Vendor-3 DBAs. For example, on or about June 3, 2009, KUMAR caused a Vendor-3 employee to send an invoice to the New York Company for services rendered by Doe, the DBA mentioned in KUMAR's February 26, 2010 email to CW-2, as explained in paragraph 50.

52. I know from reviewing a financial report from the New York Company that the New York Company paid Vendor-3 approximately \$2,593,210.38 from approximately 2009 to 2012.

53. I know from interviewing CW-2 and reviewing bank records that RANGARAJAN KUMAR, the defendant, paid approximately \$247,634 in bribes through Conduit Company-4 to Definitive

Technologies to steer and/or maintain business contracts and business opportunities to Vendor-3. For example, on or about April 25, 2009, KUMAR issued a check to Definitive Technologies drawn on Conduit Company-4's bank account for \$29,355. I know that KUMAR signed the check because the signature on the check matches KUMAR's signature on the account opening documents for that bank account, which is in KUMAR's name.

The Kickback and/or Bribe Scheme And Laundering
of the Kickback/Bribe Proceeds Involving Vendor-4

54. As set forth in detail below, there is probable cause to believe that VADAN KUMAR KOPALLE, the defendant, paid kickbacks and/or bribes to CW-1 and CW-2 pursuant to false invoices for consulting services in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to Vendor-4.

55. I know from reviewing incorporation records for Vendor-4 that Vendor-4 is a Texas company in the information technology field. I know from an email sent by VADAN KUMAR KOPALLE, the defendant, to a New York Company employee that KOPALLE was in charge of Delivery and Operations for Vendor-4. I know from interviewing CW-2 that Vendor-4 placed DBAs at the New York Company from approximately 2009 to 2010. I also know that KOPALLE owns and operates Conduit Company-5 from interviewing CW-2 and from reviewing incorporation records.

56. I have learned from interviewing CW-2 that VADAN KUMAR KOPALLE, the defendant, agreed to pay kickbacks and/or bribes to CW-1 and CW-2 in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to Vendor-4.

57. As set forth below, I have learned from emails that I obtained pursuant to a judicially authorized search warrant that VADAN KUMAR KOPALLE, the defendant, and CW-2 discussed and coordinated the payment of kickbacks and or bribes from Conduit Company-5 to Definitive Technologies and Sharp Data Solutions. I know from interviewing CW-2 that KOPALLE paid the kickbacks and/or bribes to steer and/or maintain business contracts and business opportunities from the New York Company to Vendor-4.

a. On or about April 7, 2010, KOPALLE sent an email to CW-2 with the subject line "SDS Pending invoices." I know

from CW-2 that "SDS" refers to Sharp Data Solutions. In the body of the email, KOPALLE wrote, "Pls find attached statement for Pending Invoices as listed out by my accountant. Appreciate if you can send the same." KOPALLE also attached spreadsheet to email listing invoices sent by Sharp Data and received by Conduit Company-5, as well as pending invoices. The spreadsheet also contains information about the month of purported services, a description of the purported services, and the amount, among other things. The attachment lists twelve received or pending invoices totaling \$52,030. I know from interviewing CW-2 that the description of services on the spreadsheet for all twelve received or pending invoices - "Remote Monthly-System administration and Support Service" - is false because CW-2 never provided those or any services to Conduit Company-5. I know from CW-2 that the twelve invoices were used to facilitate the payment of kickbacks and/or bribes from KOPALLE to CW-1 and CW-2.

b. On or about July 1, 2010, KOPALLE sent an email to CW-2 with the subject line "June 2010 final Numbers." I know from interviewing CW-2 that the body of the email contains an accounting of kickback and/or bribe payments due to CW-1 and CW-2. Specifically, the email contains a chart that itemizes the amount of each kickback and/or bribe by the name of four DBAs provided by Vendor-4 to the New York Company. For example, the first DBA in the email is KOPALLE. In the chart, KOPALLE reported to CW-2 that: the New York Company was invoiced for \$20,240 for his services; Vendor-4 was to receive \$18,480 of the \$20,240; and that Definitive Technologies was to receive \$1,760 (\$20,240 minus \$18,480 equals \$1,760). In total, KOPALLE's email states that CW-2 was owed \$39,620. Of that amount, I know from CW-2 that \$30,820 was for kickbacks and/or bribes to CW-1 and CW-2.

58. I also know from interviewing CW-2 that CW-2 informed VADAN KUMAR KOPALLE, the defendant, of CW-2's termination by the New York Company. During that conversation, KOPALLE told CW-2, in sum and substance, that he (KOPALLE) was not worried about getting into trouble because he routed the money to CW-2 "the right way." I believe that KOPALLE's statement to CW-2 refers to KOPALLE's efforts to conceal the nature, source, ownership, and the control of the kickbacks and/or bribes by routing them through Conduit Company-5 to consulting companies that CW-1 and CW-2 controlled.

59. I know from reviewing emails sent and received by the New York Company that that, VADAN KUMAR KOPALLE, the defendant, sent emails and caused others to send emails from employees of Vendor-4 to employees of the New York Company. For example, on or about August 10, 2010, KOPALLE sent an interstate email containing an invoice for a DBA to the New York Company.

60. I know from reviewing a financial report from the New York Company that the New York Company paid Vendor-4 approximately \$1,035,660 from approximately 2009 through and including 2010.

61. I learned from reviewing bank records that VADAN KUMAR KOPALLE, the defendant, paid kickbacks and/or bribes through Conduit Company-5 to Definitive Technologies and Sharp Data totaling approximately \$142,967.50.

The Kickback and/or Bribe Scheme Involving Vendor-5

62. As set forth in detail below, there is probable cause to believe that DARREN SIRIANI, the defendant, paid kickbacks and/or bribes to CW-1, CW-2, and other employees of the New York Company in the form of cash, free travel, hotel rooms, meals, alcohol, and entertainment in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to Vendor-5.

63. I know from interviewing CW-1 and CW-2 and from emails sent by DARREN SIRIANI, the defendant, that SIRIANI owns and operates Vendor-5. I also know from reviewing Vendor-5's website that Vendor-5 a New Jersey company that is in the business of selling information technology hardware, data services, and network solutions. Vendor-5 also provides independent contractors for various computer programming tasks.

64. I have learned from interviewing CW-1 and CW-2 that from in or about 2008 through and including 2011, DARREN SIRIANI, the defendant, gave CW-1 a total of approximately \$35,000 in cash which CW-1 shared with CW-2. According to CW-1, of that amount, approximately \$20,000 to \$25,000 was not for legitimate work, but was given to CW-1 in exchange for steering and/or maintaining business contracts and business opportunities from the New York Company to Vendor-5. I have learned from CW-2 that on one particular occasion, SIRIANI gave CW-1 cash while having dinner together and that SIRIANI told CW-1 that the cash

was a "thank you" for Vendor-5 receiving business from the New York Company. On a separate occasion where SIRIANI gave CW-1 more cash, SIRIANI and CW-1 discussed future business opportunities for Vendor-5 with the New York Company.

65. I have learned the following from reviewing a series of emails sent on October 29, 2008 between DARREN SIRIANI, the defendant, and CW-1. CW-1 sent SIRIANI an email asking SIRIANI to expedite payment on an invoice for services that CW-1 had rendered to another company. I have learned from CW-1 that the services that CW-1 rendered were legitimate. The same day as CW-1's email, SIRIANI replied that he would get the check sent out the following day. CW-1 replied, in part, "You're the best . . . [,]" to which SIRIANI replied, "So are u One[] hand washes the other"

66. I have learned from reviewing Definitive Technologies' bank records that on or about August 3, 2009, Vendor-5 issued a check for \$12,000 to Definitive Technologies. I know from interviewing CW-1 and CW-2 that the \$12,000 payment was not for legitimate work performed by Definitive Technologies, CW-1, or CW-2, but was intended as a kickback and/or bribe.

67. I have learned the following from interviewing CW-1, CW-2, another employee of the New York Company (the "New York Company Employee"), from reviewing credit card records, from emails sent to or from DARREN SIRIANI, the defendant, and from records obtained from businesses in Las Vegas, Nevada:

a. In or about December 2009, SIRIANI and CW-1 arranged for CW-1, CW-2, the New York Company Employee, and one other person to take a trip to Las Vegas, Nevada. There was no legitimate business purpose to the Las Vegas trip.

b. On or about December 10, 2009, SIRIANI sent an email to an employee of a hotel on the Las Vegas strip (the "Vegas Hotel") in which he wrote, in part, "These are the guys that will be coming with me to Las Vegas from Jan 15th-18th. We would need 3 nights, leaving on the 18th. Please make sure we have nice suite rooms as these guys are customers of mine I would also like to make sure that the rooms are adjoining rooms if possible." The email goes on to list CW-1, CW-2, and New York Company Employee, among others, as future guests of the Vegas Hotel.

c. On or about December 17, 2009, an employee of the Vegas Hotel wrote the following in response to SIRIANI's December 10, 2009 email: "Confirmations: Darren Siriani - Encore king room/room & tax complimentary #6840750[;] [the New York Company Employee] - Encore king room/room & tax complimentary #6810514[;] [CW-1] - Encore king room/room & tax complimentary #6810504."

d. From on or about January 15, 2010 through and including January 18, 2010, CW-1, CW-2, the New York Company Employee, and one other employee of the New York Company person spent 4 days and 3 nights in Las Vegas. SIRIANI arranged for complimentary lodging at the Vegas Hotel for CW-1, CW-2, and the New York Employee.

e. SIRIANI also paid for meals and alcohol for CW-1, CW-2, the New York Company Employee, and the other attendee. For example, SIRIANI paid \$1,075 for alcohol on or about January 16, 2010 for himself, CW-1, CW-2, the New York Company Employee, and the other attendee. On January 17, 2010, SIRIANI paid \$1,879.29 for himself, CW-1, CW-2, the New York Company Employee, and the other attendee to have dinner at a restaurant in Las Vegas. SIRIANI also paid for massages worth at least \$150 each for CW-1, CW-2, and the New York Company Employee.

f. I have also learned from CW-1 that SIRIANI gave CW-1 approximately \$3,000 to \$4,000 in cash while in Las Vegas.

68. I have learned from reviewing CW-2's emails that on or about September 13 and 16, 2011, SIRIANI gave CW-2 two free tickets to a New York Jets football game and a free parking pass to that game.

69. I have also learned from interviewing CW-1, CW-2, and the New York Company Employee, and from reviewing photographs and videos of a trip to Costa Rica, that from on or about January 19, 2012 through and including January 23, 2012, DARREN SIRIANI, the defendant, CW-1, CW-2, the New York Company Employee, and others, including CW-1's brother, went on a trip to Costa Rica. The stated purpose of the trip was to celebrate CW-1's birthday. During that trip, SIRIANI paid for two days of deep sea fishing excursions for CW-1, CW-2, the New York Company Employee, and others. SIRIANI also paid for their lodging expenses in Costa Rica.

70. I learned from interviewing the New York Company Employee that CW-1 ordered the New York Company Employee to purchase certain backup tapes from Vendor-5, even though CW-1 could purchase the identical backup tapes at a lower price from another vendor.

71. I also learned from interviewing CW-1, CW-2, and the New York Company employee that they believed that DARREN SIRIANI, the defendant, provided them with the kickbacks and/or bribes described in this Complaint to steer and/or maintain contracts from the New York Company to Vendor-5. I also know from interviewing CW-1 that since CW-1 was terminated by the New York Company in September 2012 that SIRIANI has neither offered nor given CW-1 any money, any free travel, or any free entertainment.

72. I know from reviewing emails sent and received by the New York Company that that, DARREN SIRIANI, the defendant, caused emails to be sent from employees of Vendor-5 to employees of the New York Company. For example, on or about June 16, 2011, SIRIANI caused a Vendor-5 employee to send an email to a New York Company employee, on which SIRIANI was copied, attaching an invoice for services rendered by a Vendor-5 independent contractor to the New York Company.

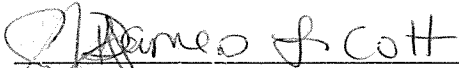
73. I know from reviewing financial records from the New York Company that the New York Company paid Vendor-5 approximately \$1,177,600.91 from approximately 2008 through and including 2012.

WHEREFORE, deponent prays that warrants issue for the arrest of SARVESH DHARAYAN, SANJAY GUPTA, VENKATA ATLURI, a/k/a "Sam," RANGARAJAN KUMAR, VADAN KUMAR KOPALLE, and DARREN SIRIANI, the defendants, and that they be imprisoned or bailed as the case may be.



JONATHAN BORK
Special Agent
U.S. Department of Health and
Human Services
Office of Inspector General

Sworn to before me this
15th day of July, 2013



HON. JAMES L. COTT
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK