

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
 :
 v. : Crim. No. 16-
 :
 SHIRLEY SOOY : 18 U.S.C. §§ 1343, 1957 and 2

INFORMATION

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

Count One
(Wire Fraud)

Relevant Persons and Entities

1. At all times relevant to this Information, unless otherwise indicated:
 - a. TransVantage Group (“TransVantage”) was a collection of related freight payment, logistics, and shipping companies operating primarily in New Jersey which provided freight shipping services to companies in various industries.
 - b. TransVantage Solutions, Inc. (“TransVantage Solutions”) was a subsidiary of TransVantage and was headquartered in Branchburg, New Jersey. TransVantage Solutions provided freight payment and auditing services for TransVantage’s clients.
 - c. Defendant SHIRLEY SOOY was, at various times, a resident of New Jersey and elsewhere. Between in or about 2003 and in or about 2008, defendant SOOY served, at various times, as Director of Operations and as

President of TransVantage. Beginning in or about 2010, defendant SOOY became the sole shareholder of TransVantage and assumed operational control of TransVantage through her management role as the principal executive officer.

d. "D.S.," a co-conspirator not named as a defendant herein, was one of the founders of TransVantage. Until his death in or around 2008, D.S. exerted primary control over the operations of TransVantage.

e. The "Victim Companies" were clients of TransVantage that entered into contracts pursuant to which TransVantage Solutions was required to audit, approve, and pay freight bills generated by common carriers and freight forwarders (collectively, the "Carriers") hired by the Victim Companies to transport goods within the United States and elsewhere. The Carriers generated freight bills for each shipment they carried for the Victim Companies, and the Victim Companies furnished funds to TransVantage Solutions for the express purpose of paying the Carriers for their services (the "Carrier Payment Funds"). TransVantage Solutions was required to hold the Carrier Payment Funds in trust in a Freight Payment Plan Account until paid over to the Carriers. These payments were often separate from the money the Victim Companies paid TransVantage Solutions to compensate it for its services.

f. "Victim Company A" was an entity headquartered in Sarasota, Florida, and produced and distributed consumer food products. Victim Company A hired TransVantage Solutions to perform the services described in

subparagraph “e,” above, and provided TransVantage Solutions with Carrier Payment Funds for that purpose.

g. “Victim Company B” was an entity headquartered in Easton, Pennsylvania, and developed and produced industrial parts and technologies. Victim Company B hired TransVantage Solutions to perform the services described in subparagraph “e,” above, and provided TransVantage Solutions with Carrier Payment Funds for that purpose.

h. “Victim Company C” was an entity headquartered in Baton Rouge, Louisiana, and developed and manufactured chemicals and other industrial products. Victim Company C hired TransVantage Solutions to perform the services described in subparagraph “e,” above, and provided TransVantage Solutions with Carrier Payment Funds for that purpose.

Background

2. Prior to 2010, TransVantage had been engaged in a multi-year scheme to defraud its clients by diverting Carrier Payment Funds from one or more Freight Payment Plan Accounts into the TransVantage Solutions operational account.

3. This diversion of funds was accomplished without the knowledge or authorization of the Victim Companies, and was done, at least in part, so that TransVantage could improperly use Carrier Payment Funds for the following purposes: (a) to pay older, unpaid Carrier bills of the Victim Companies – using Carrier Payment Funds provided by other, unrelated Victim Companies not named herein; (b) to fund TransVantage’s payroll obligations;

(c) to fund the obligations of various TransVantage subsidiaries; and (d) to create a pool of funds that could later be used to subsidize personal expenditures by D.S., defendant SOOY, and others.

4. This diversion of Carrier Payment Funds created a substantial shortfall between the amount of monies entrusted to TransVantage by Victim Companies to pay Carriers and the amount of monies actually held by TransVantage for that purpose. This funding gap, which increased over time, was purposefully concealed from the Victim Companies by one or more persons associated with TransVantage.

5. By no later than in or about 2010, defendant SOOY, having assumed operational control of TransVantage, knew about the above-referenced funding gap, as well as the reasons for the funding gap and the fact that Carrier Payment Funds were being used to fund TransVantage's general operating expenses and for other purposes not authorized by the Victim Companies.

The Scheme to Defraud

6. From in or about 2010 to in or about May of 2013, in the District of New Jersey and elsewhere, defendant

SHIRLEY SOOY

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud the Victim Companies, and to obtain money and property from them by means of materially false and fraudulent pretenses, representations, and promises.

Object of the Scheme to Defraud

7. The object of the scheme to defraud was to enable TransVantage and defendant SOOY to continue to obtain and misuse Carrier Payment Funds to cover various financial obligations of TransVantage and for other purposes not authorized by the Victim Companies.

Manner and Means of the Scheme to Defraud

8. It was part of the scheme to defraud that defendant SOOY caused Carrier Payment Funds to be transferred into one of two Freight Payment Plan Accounts held by TransVantage Solutions at financial institutions, and then misused that money, without authorization from the Victim Companies.

9. It was further part of the scheme to defraud that defendant SOOY routinely concealed, and caused others to affirmatively conceal, the above-referenced funding gap from the Victim Companies so that the Victim Companies would continue to provide additional Carrier Payment Funds to TransVantage. This affirmative concealment included, among other things, sending TransVantage invoices to Victim Companies which falsely represented that TransVantage had paid specific Carrier bills from a Victim Company's Carrier Payment Funds when TransVantage had not, in fact, done so.

10. It was further part of the scheme to defraud that in or about March 2013, pursuant to a written contract between Victim Company B and TransVantage, certain Carriers associated with Victim Company B sent Carrier bills to TransVantage. These Carrier bills requested various payments,

including one group of bills that requested approximately \$534,247.25, and was assigned weekly invoice number 30663 by TransVantage.

11. It was further part of the scheme that, on or about March 31, 2013, defendant SOOY and others sent and caused to be sent an email containing a Service Fee Invoice in the amount of approximately \$3,687.20 from TransVantage in New Jersey to Victim Company B in Pennsylvania. This Service Fee Invoice, which was numbered 0009982-IN, falsely claimed that TransVantage had audited the bills associated with weekly invoice number 30663, and had paid the approximately \$534,247.25 billed by the Carriers from Carrier Payment Funds when, in fact, TransVantage had paid only approximately \$19,156.07 of the Carrier bills associated with weekly invoice number 30663. Defendant SOOY and others had diverted the remainder of Victim Company B's Carrier Payment Funds to their own uses without disclosing the diversion of funds.

12. It was further part of the scheme to defraud that, through this and similar fraudulent transactions, defendant SOOY and TransVantage obtained and retained the use of millions of dollars of Carrier Payment Funds from Victim Companies A, B, and C.

Execution of the Scheme

13. On or about March 31, 2013, in the District of New Jersey and elsewhere, defendant

SHIRLEY SOOY

For the purposes of executing and attempting to exercise the above-described scheme knowingly transmitted and caused to be transmitted by means of wire, radio and television communications in interstate and foreign commerce certain writings, signs, signals, pictures, and sounds, specifically, an email from TransVantage in New Jersey to Victim Company B in Pennsylvania, containing invoice 0009982-IN, which falsely represented that TransVantage had paid approximately \$534,247.25 billed by the Carriers when, in fact, only approximately \$19,156 of that amount had been paid.

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

Count Two
(Engaging in Monetary Transactions with Criminally Derived Proceeds)

1. Paragraphs 1 through 12 of Count One of this Information are hereby re-alleged as if fully set forth herein.

2. In furtherance of the scheme to defraud set forth in Count One of this Information, on or about June 4, 2012, defendant SOOY caused approximately \$60,000 of Carrier Payment Funds to be diverted by causing a wire transfer of the funds from a Freight Payment Plan Account to another account held by TransVantage Solutions.

3. Thereafter on or about June 4, 2012, defendant SOOY caused another wire transfer in the amount of approximately \$60,000 to be sent from the TransVantage Solutions account to a personal banking account ending in 0424 held by defendant SOOY. The money was then disbursed to pay for defendant SOOY's personal expenses.

4. On or about June 4, 2012, in the District of New Jersey, and elsewhere, defendant

SHIRLEY SOOY

knowingly engaged and attempted to engage in a monetary transaction through a financial institution affecting interstate commerce, in criminally derived property of a value greater than \$10,000; to wit, a transfer of approximately \$60,000, such property having been derived from specified unlawful activity, that is, wire fraud, contrary to Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1957 and Section 2.

Forfeiture Allegation as to Count One

1. As the result of committing the wire fraud offense charged in Count One of this Information, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offense in violation of 18 U.S.C. § 1343, alleged in Count One of this Information, and all property traceable to such property, including, but not limited to, a sum of money equal to the proceeds of the offense charged in Count One of the Information.

Forfeiture Allegation as To Count Two

2. As the result of committing the money laundering offense in violation of 18 U.S.C. § 1957, charged in Count Two of this Information, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(1), all property, real and personal, involved in such money laundering offense, and all property traceable to such property.


Substitute Assets Provision
(Applicable To All Forfeiture Allegations)

3. 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 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 shall be entitled, pursuant to 21 U.S.C. § 853(p) (as incorporated by 28 U.S.C. § 2461(c) and 18 U.S.C. § 982(b)) to forfeiture of any other property of the defendants up to the value of the above-described forfeitable property.


PAUL J. FISHMAN
United States Attorney

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