

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.  
v. : Criminal Number: 19-  
INDRA NAYEE : 18 U.S.C. § 371

**I N F O R M A T I O N**

(Conspiracy to Defraud the United States)

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

**Introduction**

1. At various times relevant to this Information:

**The Defendant and Other Parties**

- a. Picatinny Arsenal ("PICA") was a United States Army installation located in Morris County, New Jersey. PICA's Research, Development, Engineering Command conducted research, development, acquisition and lifecycle management of advanced conventional weapons systems and advanced ammunitions. PICA provided products and services to all branches of the United States military.

- b. Company A was headquartered in Arlington, Virginia and had a branch office in Lake Hopatcong, New Jersey. Company A was a privately held company that had contracts with the United States Department of Defense ("DoD") and specialized in advanced engineering, advanced analytics,

management consulting and IT services, including cyber security. Company A's New Jersey branch office had numerous, multi-million dollar government contracts originating out of PICA and, in that capacity, it provided support for the PICA contracts and had employees working as contractors on PICA.

c. Defendant Indra Nayee (hereinafter "NAYEE"), was a resident of New Jersey. NAYEE was the Director of Company A's New Jersey's branch office and reported directly to Company A's executives about, among other things, purchases and expenditures made by Company A's New Jersey's branch office. NAYEE had direct contact with Government employees at PICA and was a point of contact at Company A for Joseph Gooch and other PICA employees.

d. Joseph Gooch ("GOOCH"), not named as a defendant herein, was a resident of New Jersey. GOOCH was employed by the United States Army as a civilian and was assigned as a General Engineer at PICA in the Weapons and Software Engineering Center, Tactical Effects, Protection and Interactive Technologies Directorate. In addition to his duties as a General Engineer, GOOCH was a Contracting Officer's Representative ("C.O.R."). As a C.O.R., GOOCH was authorized by the United States Army to act as its representative on contracts made with federal contracting companies, such as Company A. As a C.O.R., GOOCH had the responsibility and authority to monitor all aspects of the day-to-day administration of his contracts, including, but not limited to, the ordering of "materials" needed to accomplish the goals of the contract. As the C.O.R. for Company A, GOOCH was also responsible for the evaluation of

Company A's work and had influence over the granting of additional future contracts to Company A.

e. Irene POMBO ("POMBO"), a co-conspirator not named as a defendant herein, was a resident of New Jersey. POMBO was a Senior Program manager for Company A and reported to NAYEE. POMBO had direct contact with Government employees at PICA and was a point of contact at Company A for GOOCH and other PICA employees.

f. Nicole PIER ("PIER"), a co-conspirator not named as a defendant herein, was a resident of New Jersey. PIER was employed by the United States Army as a civilian and was an Acquisition Analyst and a C.O.R. at PICA's Weapons and Software Engineering Center, Tactical Effects, Protection and Interactive Technologies Directorate. As a C.O.R., PIER had the same duties and responsibilities as GOOCH. PIER worked directly with GOOCH and had the responsibility and authority to monitor all aspects of the day-to-day administration of her assigned contracts, including contracts with Company A.

### **The Conspiracy**

2. From in or about 2012 through in or about 2016, in Morris County, in the District of New Jersey and elsewhere, defendant

INDRA NAYEE

did knowingly and intentionally combine, conspire, and agree with others to commit one or more of the following offenses against the United States, that is:

- a. to directly and indirectly give, offer, and promise a thing of value to a public official for or because of an official act performed or to be performed by such public official contrary to Title 18, United States Code, Section 201(c)(1)(A); and
- b. to make and present to a person and officer in the civil, military, or naval service of the United States, or to a department or agency thereof, a claim upon and against the United States, or a department or agency thereof, knowing such claim to be false, fictitious, and fraudulent, contrary to Title 18, United States Code, Section 287.

#### **Objects of the Conspiracy**

3. An object of the conspiracy was for Company A, through NAYEE and its other Company A agents, to corruptly give, offer, and agree to give and offer items of value to individuals who worked at PICA for or because of any official act performed or to be performed by the individuals who worked at PICA in connection with Company A's Government contracts, subcontracts and task orders and for the PICA employees to enrich themselves by accepting items of value for or because of any official act performed or to be performed by the PICA employee in connection with Company A's Government contracts, subcontracts and task orders. It was also an object of the conspiracy for Company A and its agents to bill the United States for the items of value given to the PICA employees in furtherance of the

alleged conspiracy by making or presenting claims upon or against the United States, knowing such claims to be false, fictitious or fraudulent.

**Manner and Means of the Conspiracy**

5. It was part of the conspiracy that PICA employees solicited and obtained, for personal gain, items of value from Company A and its agents.

6. It was further part of the conspiracy that Company A and its agents gave, offered, or promised items of value to PICA employees.

7. It was further part of the conspiracy that the PICA employees receiving items of value from Company A, provided favorable treatment to Company A in connection with United States Government contracts, subcontracts and task orders.

8. It was further part of the conspiracy that the PICA employees receiving items of value from Company A influenced and caused to be influenced other government officials to help Company A obtain United States government contracts, subcontracts or task orders.

9. It was further part of the conspiracy that the PICA employees receiving items of value from Company A provided advice to Company A on appropriate bid amounts for contract and subcontracts proposals.

10. It was further part of the conspiracy that Company A billed the cost of some of the items of value given to the PICA employees to government contracts by falsely claiming the items of value given to the PICA employees were "materials" needed to complete the United States contract awarded to Company A.

11. It was further part of the conspiracy that Company A, through its agents, attempted to disguise the corrupt nature of the scheme by causing the creation of false business records.

**Overt Acts**

12. In furtherance of the conspiracy and to effect its objects, defendant NAYEE and his co-conspirators committed and caused to be committed the following overt acts within the District of New Jersey and elsewhere:

a. On or about January 15, 2014, GOOCH and PIER sent an email from a government email account to POMBO's Company A work email account directing POMBO to purchase over \$6,000.00 worth of Apple products and to charge the Apple order against a military contract. NAYEE reviewed Company A's purchase order request and approved the purchase. NAYEE and POMBO sent the purchase order and other documents related to the Apple purchase to Company A executives for approval. NAYEE, his co-conspirators, and Company A executives were aware that none of the items ordered were approved purchases on any of Company A's government contracts, but were instead items NAYEE ordered or caused to be ordered on behalf of Company A for his co-conspirators' personal use.

b. On or about May 9, 2015, NAYEE and POMBO received an email on their Company A email accounts from GOOCH stating, "Indra, As discussed yesterday, here are the items I would like to request for order. Thanks!" GOOCH attached to the email orders from the Apple Store and from Amazon for over \$5,000

dollars worth of personal use items. Some of the items included Beats by Dr. Dre headphones, a gold colored Apple iPad, and a 15 inch MacBook Pro.

c. As a result of the email described in paragraph 12.b above, NAYEE ordered or caused to be ordered over \$5,000.00 worth of luxury and electronic items. NAYEE reviewed Company A's purchase order request and approved the purchase. NAYEE and POMBO sent the purchase order and other documents related to the Apple purchase to Company A executives for approval. NAYEE, POMBO, GOOCH and Company A executives were aware that none of the items ordered were approved purchases on any of Company A's government contracts, but were instead items NAYEE ordered or caused to be ordered on behalf of Company A for GOOCH's personal use.

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

  
CRAIG CARPENITO  
United States Attorney  
District of New Jersey

CASE NUMBER: \_\_\_\_\_

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**United States District Court  
District of New Jersey**

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**UNITED STATES OF AMERICA**

**v.**

**INDRA NAYEE**

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**INFORMATION FOR**

Title 18, United States Code, Section 371

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**CRAIG CARPENITO**

*UNITED STATES ATTORNEY, NEWARK, NEW JERSEY*

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MARGARET ANN MAHONEY

ASSISTANT U.S. ATTORNEY

NEWARK, NEW JERSEY

(973) 645-2761

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