



foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Sections 1343 and 1346, to wit, RUBANO, while serving as co-head of IT for the Funds, MAHARAJ, and their co-conspirators devised a scheme for RUBANO to accept kickbacks from MAHARAJ and others for referral of IT work from the Funds.

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

**COUNT TWO**  
**(Conspiracy to Commit Wire Fraud)**

3. From at least in or about 2009, up to and including at least in or about 2015, in the Southern District of New York and elsewhere, ENRICO RUBANO, a/k/a "Rick Rubano," and SHIVANAND MAHARAJ, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit wire fraud in violation of Section 1343 of Title 18, United States Code.

4. It was a part and an object of the conspiracy that ENRICO RUBANO, a/k/a "Rick Rubano," and SHIVANAND MAHARAJ, the defendants, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, RUBANO, MAHARAJ, and their co-conspirators devised a scheme to defraud the Funds by submitting invoices to the Funds for IT work that was never performed.

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

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

5. I am a Postal Inspector with the USPIS and I have been personally involved in the investigation of this matter. I base this affidavit on that personal experience, as well as on my conversations with other law enforcement agents, and my examination of various reports and records. Because this affidavit is being submitted for the limited purpose of

demonstrating probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements, and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

### Overview

6. For the past year, I have been involved in an investigation of, among others, ENRICO RUBANO, a/k/a "Rick Rubano," and SHIVANAND MAHARAJ, the defendants. Based on my participation in this investigation, and as set forth in greater detail below, I have learned that from at least in or about 2009, up to and including at least in or about 2015, RUBANO, MAHARAJ, and others known and unknown, devised a scheme (the "False Invoicing Scheme") whereby companies (the "False IT Companies") owned or controlled by RUBANO, MAHARAJ, a cooperating witness ("CW-1"<sup>1</sup>), or other co-conspirators submitted to the Funds invoices for millions of dollars in IT services that were never performed or that had, in fact, been performed by employees of the Funds or other vendors. RUBANO, in his position as co-head of IT, approved these fraudulent invoices, and ultimately received kickbacks from MAHARAJ, CW-1, and other co-conspirators.

7. Based on my review of invoices obtained from the Funds and interviews with, among others, employees of the Funds, I have learned that, as part of the False Invoicing Scheme, ENRICO RUBANO, a/k/a "Rick Rubano," and SHIVANAND MAHARAJ, the defendants, and their co-conspirators falsely billed and fraudulently received from the Funds at least approximately \$3.4 million.

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<sup>1</sup> CW-1 has been providing information to law enforcement since October 2016 in the hopes of achieving leniency. In January 2017, CW-1 entered into an agreement with the United States Attorney's Office for the Southern District of New York under which CW-1 will not be prosecuted for the conduct described herein, and which requires CW-1 to provide truthful information to and cooperate with the Government. Since CW-1 began providing information, CW-1's information has been deemed reliable and has sometimes been corroborated by independent evidence.

## The False Invoicing Scheme

8. I have spoken to employees of the Funds who informed me that, from in or about 2008 up to and including in or around October 2015, ENRICO RUBANO, a/k/a "Rick Rubano," the defendant, was the co-head of IT for the Funds and, in that role, had the authority to approve the payment of invoices from third-party vendors on behalf of the Funds.

9. Based on my participation in this investigation, my review of business records obtained from the Funds, my conversations with employees of the Funds, and my examination of bank records, I have learned the following, among other things:

a. Since in or about 2009 up to at least in or about 2015, the Funds received hundreds of invoices (the "False Invoices") from the False IT Companies -- including a consulting company (the "Maharaj Company") controlled by a consultant, SHIVANAND MAHARAJ, the defendant, and a company controlled by CW-1 (the "CW-1 Company") -- for IT work allegedly performed by the False IT Companies.

b. The False Invoices shared a number of common characteristics, including the following:

i. Most of the False Invoices were sent to ENRICO RUBANO, a/k/a "Rick Rubano," the defendant, in his capacity as co-head of IT for the Funds.

ii. Most of the False Invoices were in an amount slightly less than \$5,000.

iii. Most of the False Invoices contained a brief description of the work performed, using IT terminology, but no False Invoice contained any supporting documentation, any scope of work, or any accounting of hours worked.

iv. Each False Invoice was paid by the Funds after approval by RUBANO.

10. I have reviewed a sample of the False Invoices with current employees (the "Employees") in the IT department of the Funds. None of the sample False Invoices appeared to the Employees to be for work actually performed by any of the False IT Companies, for one or more of the following reasons, among others:

a. The Employees were aware of other vendors who had performed the work indicated in the description of the given False Invoice;

b. The Funds had service contracts with larger vendors to perform the type of work indicated in the description of the given False Invoice;

c. The work indicated in the description of the given False Invoice was of a type not appropriate for use of an outside vendor; and/or

d. One or more of the Employees had themselves performed the work indicated in the description of the given False Invoice.

#### The Kickbacks to Rubano

11. I have reviewed bank records for the Maharaj Company and for a company (the "Rubano Company"), which based on bank and corporate records appears to be controlled by ENRICO RUBANO, a/k/a "Rick Rubano," the defendant, from which I learned, among other things, the following:

a. Between in or around September 2009 and in or around September 2015, the Funds paid the Maharaj Company at least approximately \$1,400,000. During that same time period, the Maharaj Company paid the Rubano Company at least approximately \$200,000 through more than 100 separate wire transfers and checks.

b. Further, on more than 40 separate occasions, cash has been withdrawn from the bank account of the Maharaj Company on the same day that the same amount of cash was deposited into the bank account of the Rubano Company. For example:

i. On or about November 4, 2010, a check from the Funds in the amount of \$6,090 was deposited into the bank account of the Maharaj Company. The same day, on or about November 4, 2010, \$2,885 in cash was withdrawn from the bank account of the Maharaj Company and \$2,885 in cash was deposited into the bank account of the Rubano Company.

ii. On or about July 8, 2011, a check from the Funds in the amount of \$12,560 was deposited into the bank account of the Maharaj Company. The same day, on or about July 8, 2011, \$5,758 in cash was withdrawn from the bank account of

the Maharaj Company and \$5,758 in cash was deposited into the bank account of the Rubano Company.

iii. On or about December 16, 2011, two checks from the Funds in the amounts of \$5,500 and \$5,250 were deposited into the account of the Maharaj Company. The same day, on or about December 16, 2011, \$5,473 in cash was withdrawn from the bank account of the Maharaj Company and \$5,473 in cash was deposited into the bank account of the Rubano Company.

iv. On or about February 2, 2012, a check from the Funds in the amount of \$6,200 was deposited into the bank account of the Maharaj Company. The same day, on or about February 2, 2012, \$3,000 in cash was withdrawn, and the next day, on February 3, 2012, \$2,000 in cash was withdrawn from the bank account of the Maharaj Company. On February 8, 2012, \$5,000 in cash was deposited into the bank account of the Rubano Company.

v. On or about March 26, 2012, two checks from the Funds in the amounts of \$4,500 and \$1,400 were deposited into the bank account of the Maharaj Company. The same day, on or about March 26, 2012, \$4,430 in cash was withdrawn from the bank account of the Maharaj Company and \$4,430 in cash was deposited into the bank account of the Rubano Company.

12. I have reviewed bank account records for other False IT Companies and the Rubano Company, from which I observed, among other things, patterns of deposits and withdrawals similar to the one described above with respect to the Maharaj Company and Rubano Company. In particular, with respect to at least several of the other False IT Companies, I observed that between the time that a particular False IT Company began submitting invoices to the Funds up until in or about October 2015, there were numerous occasions on which a check was deposited into the bank account of the False IT Company and either on the same day or within approximately one to three days, a withdrawal was made from the bank account of that False IT Company and a deposit was made into a bank account controlled by ENRICO RUBANO, a/k/a "Rick Rubano," the defendant.

13. Based on my conversations with CW-1, I have learned that, in or about 2011, ENRICO RUBANO, a/k/a "Rick Rubano," and SHIVANAND MAHARAJ, the defendants, approached CW-1 and, among other things, asked CW-1 to form a company that would perform IT work for the Funds. RUBANO and MAHARAJ told CW-1, who had no background or experience in the IT services industry,

in substance and in part, that RUBANO and MAHARAJ would provide CW-1's company with an employee to perform the IT work for the Funds, and that that individual was named "David Lee." RUBANO and MAHARAJ further told CW-1, in substance and in part, that MAHARAJ would invoice the Funds on behalf of CW-1's company on a weekly or bi-monthly basis. RUBANO and MAHARAJ told CW-1, in substance and in part, that CW-1 would keep 30 percent of each invoice, but only after a portion was first deducted from each invoice to pay "David Lee" -- which payment would go through RUBANO and MAHARAJ. In response to RUBANO and MAHARAJ's request, CW-1 formed the CW-1 Company.

14. I have reviewed more than 60 check stubs (the "Check Stubs") for checks paid by the Funds to the CW-1 Company that CW-1 received between in or about 2013 and in or about 2015. Based on my conversations with CW-1 and my review of the Check Stubs, I have learned that each Check Stub contains CW-1's contemporaneous, hand-written notations reflecting the amount of the 30 percent cut, after deducting the payment that ENRICO RUBANO, a/k/a "Rick Rubano," and SHIVANAND MAHARAJ, the defendants, would make to "David Lee."

15. Based on my conversations with CW-1, I have learned that, in or around October 2016, after CW-1 told SHIVANAND MAHARAJ, the defendant, that CW-1 still had the Check Stubs, MAHARAJ asked CW-1 to destroy the Check Stubs and told CW-1, in substance and in part, that the Check Stubs could land MAHARAJ and RUBANO, as well as CW-1 in jail.

16. I have reviewed bank records for the CW-1 Company, and ENRICO RUBANO, a/k/a "Rick Rubano," and SHIVANAND MAHARAJ, the defendants, as well as text messages between CW-1, RUBANO, and MAHARAJ, from which I have learned, among other things, that, between in or about 2011 and in or about 2015, at least approximately 144 checks were deposited from the Funds into the bank account for the CW-1 Company, totaling at least approximately \$640,000. During the same period, between in or about 2011 and in or about 2015, at least approximately \$500,000 in cash withdrawals (the "Cash Withdrawals") were made from the CW-1 Account. CW-1 has informed me that the Cash Withdrawals were paid to RUBANO or MAHARAJ in person or deposited into the bank account of the Maharaj Company. For example, based on my conversations with CW-1, my review of bank records, and text messages, I have learned the following:

a. On or about June 13, 2013, a check from the Funds was deposited into the bank account of the CW-1 Company, and the same day a cash withdrawal of \$2,360 was made from the

bank account for the CW-1 Company. The next day, on or about June 14, 2013, MAHARAJ texted CW-1, "You doing the deposit today?" CW-1 replied, "Yeah will go before lunch are we suppose to get one today too?" MAHARAJ replied, "Not this week." The same day, on or about June 14, 2013, a cash deposit of \$2,360 was made into the bank account of the Maharaj Company.

b. On or about October 30, 2014, MAHARAJ texted CW-1, "Papi wants to know if you can do the deposit this am Mexicans need burritos." Based on my conversations with CW-1, I have learned, among other things, that "Papi" referred to RUBANO, and "Mexicans need burritos" referred to RUBANO wanting money. On or about Friday, October 31, 2014, MAHARAJ texted CW-1, "Let me know when you do the dep." On or about November 1, 2014, MAHARAJ again texted CW-1, "Can you do dep today?" CW-1 replied, "Ok down south lets find chase." MAHARAJ replied, "No prob. Monday [November 3, 2014] I'll give him cash. And you can dep Monday[.] How much was that check." CW-1 replied, "4150."


c. On or about November 3, 2014, a check from the Funds for \$4,150 was deposited into the bank account of the CW-1 Company, and the same day a cash withdrawal of \$3,085 was made from the bank account of the CW-1 Company. The same day, on or about November 3, 2014, a cash deposit of \$3,085 was made into the bank account of the Maharaj Company, and a cash withdrawal of \$1,190 was also made from the bank account of the Maharaj Company. The same day, on or about November 3, 2014, a cash deposit of \$1,190 was made into the bank account of the Rubano Company.

d. On or about November 25, 2014, a check from the Funds for \$4,550 was deposited into the bank account for the CW-1 Company. The same day, on or about November 25, 2014, MAHARAJ texted CW-1, "Can you do the dep. papi needs it for the long weekend." CW-1 replied, "First thing in the morning." The next day, on or about November 26, 2015, a cash withdrawal of \$3,295 was made from bank account of the CW-1 Company. The same day, on or about November 26, 2014, a cash deposit of \$3,295 was made into the bank account of the Maharaj Company, and a cash withdrawal of \$4,250 was also made from the bank account of the Maharaj Company. The same day, on or about November 26, 2014, a cash deposit of \$3,850 was made into the bank account for the Rubano Company. The next day, on or about November 26, 2014, MAHARAJ texted CW-1, "Let me know when you do the dep." CW-1 replied, "Already did this morning will do other one when I get up [sic] office." MAHARAJ replied, "Nice. . . . Gracias. It's Mexican Christmas."



17. According to CW-1, after CW-1 was approached by USPIS in or around October 2016, CW-1 asked ENRICO RUBANO, a/k/a "Rick Rubano," the defendant, to provide CW-1 with contact information for "David Lee." RUBANO told CW-1, in substance and in part, that the IT work performed on behalf of the CW-1 Company was not performed by someone named "David Lee," but rather was done by someone named "Glen." I have reviewed text messages between RUBANO and CW-1, and on or about October 18, 2016, RUBANO texted CW-1: "My last thing I was told this morning was glen. . . . doesn't want to be involved anymore at all. And told me not to contact again. I asked about speaking to someone else and was told no way."

WHEREFORE the deponent respectfully requests that warrants be issued for the arrest of ENRICO RUBANO, a/k/a "Rick Rubano," and SHIVANAND MAHARAJ, the defendants, and that they be imprisoned or bailed, as the case may be.

  
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Ashley Borofsky  
Postal Inspector, USPIS

Sworn to before me this  
17th day of January 2017

  
**S/Andrew J. Peck**

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THE HONORABLE ANDREW J. PECK  
UNITED STATES MAGISTRATE JUDGE  
SOUTHERN DISTRICT OF NEW YORK