

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

BDK MAILING GMBH, MAILING  
FORCE PTE. LTD., ONLY THREE PTE.  
LTD., CHANTAL SEGUY, MARION  
ELCHLEPP, AURORA JOUFFROY-  
BRANDTNER, MACROMARK, INC.,  
MARY ELLEN MEYER, MAIL ORDER  
SOLUTIONS INDIA PVT. LTD., DHARTI  
B. DESAI and MEHUL A. DESAI,

Defendants.

Civil Action No. 16-05264-NGG-RER

~~PROPOSED~~ STIPULATED  
CONSENT DECREE AND  
FINAL JUDGMENT

WHEREAS, the UNITED STATES OF AMERICA commenced this action against defendants BDK MAILING GMBH, MAILING FORCE PTE. LTD., ONLY THREE PTE. LTD., CHANTAL SEGUY, MARION ELCHLEPP, AURORA JOUFFROY-BRANDTNER, MACROMARK, INC., MARY ELLEN MEYER, MAIL ORDER SOLUTIONS, INDIA PVT. LTD., DHARTI B. DESAI and MEHUL A. DESAI (collectively, "Defendants") by filing a Complaint in this Court;

WHEREAS, the Complaint alleges a claim for relief under the Fraud Injunction Statute, 18 U.S.C. § 1345;

WHEREAS, on September 22, 2016, having considered the *ex parte* application of the United States and finding that (1) there was probable cause to believe that Defendants were violating and/or were about to violate 18 U.S.C. § 1341, and that (2) the statutory conditions for granting a temporary restraining order under 18 U.S.C. § 1345 had been met, the Court issued an

*ex parte* Temporary Restraining Order and Order to Show Cause without notice to Defendants (the “TRO”);

WHEREAS, on February 9, 2017; having considered the United States’ and defendants MAIL ORDER SOLUTIONS INDIA PVT. LTD., DHARTI B. DESAI and MEHUL A. DESAI’s (collectively the “Settling Defendants”) February 8, 2017 Joint Motion, the Court entered a Stipulated Preliminary Injunction as to the Settling Defendants;

WHEREAS, at all times relevant to this Complaint,

1. Mail Order Solutions India Pvt. Ltd. (“MOSI Ltd.”), an Indian business entity, operated an international printing business and printed/delivered materials for the direct mail marketing industry including, among others, defendants BDK Mailing GmbH, Mailing Force Pte. Ltd., and Only Three Pte. Ltd. (collectively, “BDK”). Defendants Dharti B. Desai and Mehul A. Desai are affiliated with MOSI Ltd.
2. Between no later than 2011 and 2016, MOSI Ltd. shipped voluminous copies of BDK’s direct mail pieces as air cargo to John F. Kennedy International Airport (“JFK Airport”) in the Eastern District of New York and Dulles International Airport in the Eastern District of Virginia for placement into the U.S. mail by domestic mailing houses including, most recently, Direct Mail Management, Inc. in Prince Frederick, MD. These mail pieces were addressed to consumers across the United States, including consumers in the Eastern District of New York.
3. Between no later than 2011 and 2016, MOSI Ltd. shipped voluminous additional copies of BDK’s direct mail pieces into the international post via Asendia Management SAS for introduction into the U.S. mail. These mail pieces were addressed to consumers across the United States, including consumers in the Eastern District of New York.

WHEREAS, the United States and the Settling Defendants hereby agree that neither this Consent Decree and Final Judgment, nor the fact that Settling Defendants have agreed to a permanent injunction, shall constitute an admission of liability, fact or wrongdoing, and that This Consent Decree and Final Judgment shall not be offered against the Settling Defendants in any other action, matter or proceeding, save for any action under federal law for violation of this Consent Decree and Final Judgment;

WHEREAS, Defendants Mail Order Solutions India Pvt. Ltd., and Mehul A. Desai are not citizens or residents of the United States but wish to finally resolve the matters alleged in the Complaint without further litigation and therefore agree that this Court may enter and enforce this Consent Decree and Final Judgment against them in the United States, but specifically do not submit to this Court's jurisdiction (or the jurisdiction of any court in the United States) for any other purpose by entering into this Consent Decree and Final Judgment;

WHEREAS, the United States and the Settling Defendants wish to settle this action upon the following terms without further litigation;

THEREFORE, pursuant to 18 U.S.C. § 1345 and the inherent power of this Court, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

- I. The Settling Defendants, their agents, officers, employees, and successors, and all other persons and entities in active concert or participation with them are permanently enjoined from:
  - A. violating 18 U.S.C. §§ 1341 and 1349;
  - B. using the United States mail, or causing others to use the United States mail, to distribute any Covered Materials, as defined in Subparagraph V(A), *infra*;
  - C. printing, or causing others to print, any Covered Materials (i) addressed to U.S. residents, (ii) enclosing response cards or response envelopes addressed to addresses within the United States;
  - D. receiving, handling, opening, or forwarding any correspondence transmitted through the United States mail that responds, by sending payment or otherwise, to any Covered Materials;

- E. selling, offering for sale, leasing, renting, brokering or licensing any lists compiled in whole or in part from individuals who have responded to any Covered Materials transmitted through the United States mail or whose responses were transmitted though the United States mail;
- F. selling, offering for sale, leasing, renting, brokering or licensing any lists compiled from or consisting in whole or in part of Unites States residents where such lists will be used to address any Covered Materials;
- G. knowingly compiling lists in whole or in part of individuals who responded to Covered Materials transmitted through the United States mail or whose responses to Covered Materials were transmitted though the United States mail;
- H. performing, or causing others to perform, “caging services” on correspondence transmitted through the United States mail in response to any Covered Materials. “Caging services” include opening mail; entering or inputting data about such mail into a database or forwarding such data; handling, forwarding, or depositing payments received in such mail, including currency, bank checks, certified checks, money orders, or credit card charge authorizations; or handling or forwarding any such mail;
- I. performing, or causing others to perform, “payment processing services” for payments received from U.S. residents in response to any Covered Materials. “Payment processing services” include handling credit card transactions, debit card transactions, Automated Clearing House (ACH) transactions, check transactions, money orders, traveler’s check transactions, or cash transactions; and

- J. acting as a consultant (whether paid or unpaid) for any person engaged in any of the conduct described in Subparagraph I(A)-(I), above.
- II. Within fifteen (15) days of entry of this Consent Decree and Final Judgment, the Settling Defendants are ordered to provide to Settling Defendants' legal counsel all copies of (1) any mailing lists of any type compiled from recipients who have responded to any Covered Materials ("Customer Lists") and (2) any Covered Materials that are currently in their possession, custody or control. Settling Defendants shall also provide a copy of such Customer Lists and Covered Materials to counsel of record for the United States in this matter and shall not retain in their possession or control any copies of such Customer Lists or Covered Materials. Within fifteen (15) days of entry of this Consent Decree and Final Judgment, Settling Defendants shall also, individually or through their legal counsel, direct any third parties that are in custody of Settling Defendants' Customer Lists and Covered Materials, excluding Settling Defendants' legal counsel, to provide all copies of such materials to counsel of record for the United States in this matter and not to retain any copies of such materials in the third party's possession, custody or control, provided however that these third parties may also provide a copy of such Customer Lists and Covered Materials to their own retained counsel. Within twenty (20) days of entry of this Consent Decree and Final Judgment, Settling Defendants shall provide the United States a certification in the form attached here as Exhibit A, sworn under penalty of perjury, detailing what materials, if any, were provided to Settling Defendants' legal counsel and to counsel of record for the United States in this matter, and certifying that Settling Defendants no longer have in their possession any such materials.

- III. The United States Postal Inspection Service is authorized to open any and all United States Mail that was detained by the United States Postal Inspection Service pursuant to the Temporary Restraining Order or Preliminary Injunction in this matter. The United States Postal Inspection Service shall return any currency, bearer instruments (including but not limited to money orders and travelers checks), and any personal effects that can be positively identified with its sender contained in any mail opened pursuant to this paragraph. This return shall include a letter notifying the sender of the disposition of this matter, attached here as Exhibit B. The United States Postal Inspection Service is authorized to destroy any and all remaining detained mail (including but not limited to envelopes, order forms, correspondence, personal checks, and payment card information (PCI)).
- IV. The United States Customs and Border Protection is authorized to open and destroy any Covered Materials, and any substantially similar advertisements, solicitations, promotions, or other materials that were detained by the United States Customs and Border Control pursuant to the Temporary Restraining Order or Preliminary Injunction in this matter.
- V. For purposes of this Consent Decree and Final Judgment :
- A. “Covered Materials” refers to any materials that contain advertisements, solicitations, promotions, and/or any other materials on behalf of any actual or fictional individual or entity purporting to offer for a fee the following items or services: Prize Transfers, Sweepstakes Reports, Wealth-Building Programs, or Psychics.

- B. “Fee” refers to a payment of any kind, including but not limited to: processing fees, service fees, expediting fees, purchase fees, nominal fees, symbolic payments, gifts and gratuities.
  - C. “Prize Transfers” refers to claims, direct or indirect, express or implied, that the recipient has won a lottery, sweepstakes, drawing, prize promotion, or contest or is otherwise entitled to receive a financial windfall or prize that will be delivered after the recipient makes a payment.
  - D. “Psychic” refers to persons (actual or fictitious) that are presented in mailed solicitations or other solicitations to consumers as having psychic, clairvoyant, or other such similar special abilities.
  - E. “Sweepstakes Reports” refers to reports, journals, or other summaries or compilations of opportunities to enter sweepstakes or lotteries.
  - F. “Wealth-Building Programs” refers to instructions, reports, or programs which provide purportedly guaranteed results or methods for making money or an item purportedly guaranteed to provide the user with luck or wealth, excluding, however, nonguaranteed investment, business, financial or similar advice or literature.
- VI. Within ten (10) days after entry of this Consent Decree and Final Judgment, the Settling Defendants are ordered to submit to the United States a written acknowledgement of receipt of this Consent Decree and Final Judgment sworn under penalty of perjury.
- VII. Within ten (10) days from Settling Defendants’ receipt of this Consent Decree and Final Judgment, Settling Defendants shall provide copies of this Consent Decree and Final Judgment to all direct mailers, list brokers, printer/distributors, mailing houses, caging

services, and/or payment processors with which they have done business at any time with respect to any Covered Materials distributed through the United States mail. Within fifteen (15) days from Settling Defendants' receipt of the Consent Decree and Final Judgment, Settling Defendants shall provide proof of such notice to the Court and the United States, including the name and addresses of the entities and/or individuals to whom the notice was sent, how the notice was sent, when the notice was sent, and a copy of the notice.

- VIII. Defendants Dharti B. Desai and Mehul A. Desai acknowledge and agree that this Consent Decree and Final Judgment binds them both in their individual capacities and as owners/officers of Defendant MOSI Ltd.
- IX. The Consent Decree and Final Judgment shall not be modified except in writing by Plaintiff and the Settling Defendants and approved by the Court.
- X. Plaintiff and the Settling Defendants agree to bear their own costs and attorneys' fees in this action.
- XI. The Stipulated Preliminary Injunction entered on February 9, 2017, is superseded by this Consent Decree and Final Judgment and is hereby vacated and dissolved.
- XII. The undersigned parties and counsel each represent that she or it is fully authorized to enter into the terms and conditions of this Consent Decree and Final Judgment and to execute and legally bind to this document the Party which she or it represents.
- XIII. The Settling Defendants hereby agree to waive, release, and remit any and all claims, either directly or indirectly against the United States and its agencies, employees, representatives and agents, including but not limited to the Department of Justice, the United States Postal Inspection Service, and their employees, with respect to this action.



- XIV. This Consent Decree and Final Judgment may be signed by the parties and counsel in counterparts, each of which constitutes an original and all of which constitute one of the same Consent Decree and Final Judgment. Signatures delivered by facsimile transmission, or as .pdf attachments to emails, shall constitute acceptable, binding signatures for purposes of this Consent Decree and Final Judgment.
- XV. This Consent Decree and Final Judgment shall constitute a final judgment and order in this action.
- XVI. This Court retains jurisdiction of this action for the purpose of enforcing or modifying this Consent Decree and Final Judgment as may be necessary or appropriate.

**SO ORDERED**

on this 20 day of <sup>November</sup>~~September~~, 2017.

s/Nicholas G. Garaufis

**HONORABLE NICHOLAS G. GARAUFIS**  
**UNITED STATES DISTRICT JUDGE**

**IT IS HEREBY AGREED:**

**THE UNITED STATES OF AMERICA**

September 15, 2017

BRIDGET M. ROHDE  
Acting United States Attorney  
Eastern District of New York

/s/ Thomas Price

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September 15, 2017

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DEFENDANTS

September \_\_, 2017

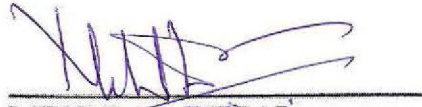


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DHARTI B. DESAI

Individually and on behalf of MAIL  
ORDER SOLUTIONS INDIA PVT. LTD.,  
as its Chief Executive Officer

September \_\_, 2017



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MEHUL A. DESAI

Individually and on behalf of MAIL  
ORDER SOLUTIONS INDIA PVT. LTD.,  
as its Chief Operating Officer

September \_6\_, 2017



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L. MARC DURANT  
DURANT & DURANT LLC  
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*Attorney for Defendants* MAIL ORDER  
SOLUTIONS INDIA PVT. LTD., DHARTI  
B. DESAI and MEHUL A. DESAI

# **EXHIBIT A**



United States v. BDK Mailing GmbH, et al., 16-05264-NGG-RER  
 Exhibit A to [Proposed] Consent Decree and Final Judgment

\_\_\_\_ **Requests to Third Parties.** On the dates and in the manner listed below, I instructed the individuals identified below to provide to counsel for the United States all Covered Materials and all lists of any type compiled from recipients who have responded to any Covered Materials, to the extent such individual has or had any such lists in his or her possession, and not to retain copies of any such materials or lists. I indicate below whether the individual, as of the date of this certification, has confirmed that he or she has complied with this directive and the date of such confirmation.

Name of Third Party (name of corporate entity, if applicable, and address)	Communication of Instruction	Response
Name of entity/individual contacted:  Address:	Date:  Manner (e.g., phone, mail, email):	<input type="checkbox"/> Confirmed lists and Covered Materials provided to Counsel for United States  Name of individual responding:  Date of confirmation:  Manner communicated (e.g., phone, mail, email):  or  <input type="checkbox"/> No response received within five business days
Name of entity/individual contacted:  Address:	Date:  Manner (e.g., phone, mail, email):	<input type="checkbox"/> Confirmed lists and Covered Materials provided to Counsel for United States  Name of individual responding:  Date of confirmation:  Manner communicated (e.g., phone email):  or  <input type="checkbox"/> No response received within five business days

(Attach additional sheets if necessary)



## **EXHIBIT B**





UNITED STATES POSTAL INSPECTION SERVICE

DOJ MAIL FRAUD TEAM

[Date]

First Name, Last Name

Address 1

Address 2

City, State Zip

Re: United States of America v. BDK Mailing GmbH, et al.  
Civil Action Number 16-05264-NGG-RER

Dear Sir/Madam:

We are writing you because you previously mailed **[merge field—money/bearer instrument/personal item and specific amount of remission]** in response to a letter claiming you were entitled to receive a cash prize or a car. We are returning your **[merge field—money/bearer instrument/personal item and specific amount of remission]**.

The United States Department of Justice (DOJ) has filed civil charges against BDK Mailing GmbH, Mailing Force Pte. Ltd., Only Three Pte. Ltd., Chantal Seguy, Marion Elchlepp, Aurora Jouffroy-Brandtner, Macromark, Inc., Mary Ellen Meyer, Mail Order Solutions India Pvt. Ltd., Dharti B. Desai, and Mehul A. Desai. The case, filed in the Eastern District of New York, alleged that the defendants conducted a scheme to defraud consumers through the mail. Specifically, DOJ alleged that the defendants solicited payments from consumers by sending letters representing that the recipient was entitled to receive a large cash prize or other valuable prize in return for a payment in the range of \$50 to \$55. DOJ alleged that these representations were fraudulent and that consumers who sent in payments did not receive the promised cash or prizes. The letters were sent in the names of multiple different companies and individuals.

On September 22, 2016, the United States District Court made a probable cause determination that the defendants were violating and/or were about to violate the mail fraud statute. Among other things, the Court ordered the U.S. Postal Service to detain mail sent to Post Office boxes controlled by the defendants.

On \_\_\_\_\_ 2017, as part of a negotiated settlement, the District Court entered permanent injunctions against all defendants, prohibiting them from mailing advertisements representing that a consumer is entitled to receive a prize in return for a payment. This injunction also requires the U.S. Postal Inspection Service to return to consumers any currency, bearer instruments (such as money orders or travelers checks), or personal items that can be identified with a specific sender. Enclosed, please find the **[merge field—money/bearer instrument and specific amount of remission]** that was able to be identified as belonging specifically to you.

Should you have any questions about this notice, please contact Sabrina Holmes with the U.S. Postal Inspection Service at (202) 616-5634. For more information, visit **[insert URL for press release website.]**

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