

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA	:	Hon. Peter G. Sheridan
	:	
v.	:	Crim. No. 21-18
	:	
GAURAVJIT SINGH	:	U.S.C. § 1343

**INFORMATION**

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

**Background**

1. At all times relevant to this Information:
  - a. Defendant Gauravjit Singh (“SINGH”) resided in New Jersey, Pennsylvania, and Florida, and purported to do business in those states and elsewhere.
  - b. SINGH owned GJS Solutions, LLC (“GJS”), a purported medical equipment company established in New York in or about January 2018.
  - c. Mask Medical, LLC (“Mask Medical”) was a purported medical equipment company established in New Jersey in or about March 2020.
  - d. Victim Company-1 was a limited liability company established in New York and was owned by Individual-1.

e. Victim Company-2 was a limited liability company established in New York. Individual-1 and Individual-2 were principals of Victim Company-2.

f. GJS maintained a bank account at Bank-A, opened on or about May 13, 2020, which had an account address located in Pennsylvania (the "GJS Account"). SINGH was the sole signatory on the GJS Account.

g. SINGH maintained a personal bank account at Bank-A, which had an account address located in Pennsylvania (the "SINGH Account"). SINGH was the sole signatory on the SINGH Account.

h. Victim Company-2 maintained a bank account at Bank-B, which had an account address located in New York (the "Victim Company-2 Account").

i. SINGH maintained a personal brokerage account at Bank-C, which had account addresses located in New Jersey and Pennsylvania (the "SINGH Brokerage Account"). SINGH was the sole signatory on the SINGH Brokerage Account.

### **The Scheme to Defraud**

2. Beginning at least as early as in or about March 2020 through in or about January 2021, in the District of New Jersey and elsewhere, the defendant,

### **GAURAVJIT SINGH,**

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud individuals and entities, including Victim Company-2

(together, the “Victims”), and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme and artifice was in substance as set forth below.

**Goal of the Scheme to Defraud**

3. The goal of the scheme was for SINGH to enrich himself in the midst of the COVID-19 pandemic by fraudulently inducing the Victims to send him over \$2 million to obtain personal protective equipment (“PPE”) and then stealing the money and not providing the PPE to the Victims as promised.

**Manner and Means of the Scheme to Defraud**

4. It was part of the scheme to defraud that:

a. In or about May 2020, Individual-1 and Individual-2 began negotiating with SINGH to purchase approximately 1,500,000 medical gowns (the “Medical Gowns”), which ultimately were to be sourced to the City of New York amid the COVID-19 pandemic. SINGH represented to Individual-1 and Individual-2 that he had contacts, including an individual he referred to as “Anna” at a factory in Nanjung, China (the “Factory”) that manufactures medical gowns.

b. SINGH made misrepresentations to Individual-1 and Individual-2 during this negotiation period. For instance, on or about May 11, 2020, SINGH sent Individual-1 photographs and videos purporting to show Factory workers preparing the Medical Gowns for shipment.

c. On or about May 12, 2020, after Individual-1 and Individual-2 met SINGH in person at a location in Bridgewater, New Jersey to discuss the

deal, SINGH indicated via text message to Individual-1 that SINGH confirmed the availability of the Medical Gowns with his contact at the Factory and that the Medical Gowns would be ready to ship the next day.

d. On or about May 13, 2020, SINGH sent Individual-1 a product agreement. SINGH noted to Individual-1 via text message that he “wanted to get this part done,” referring to the product agreement, so he could “confidently tell Anna to get her plane ready and scheduled with the pilot.” SINGH further told Individual-1: “If I can tell Anna confidently that we are good to go and get plane and all ready, we should be able to get it here by Monday,” referring to delivery of the Medical Gowns on or about May 18, 2020.

j. Based on these misrepresentations, on or about May 14, 2020, Mask Medical and Victim Company-1 entered into a product agreement (the “Agreement”), which SINGH and Individual-1 executed. Victim Company-2 funded the Agreement.

e. Under the terms of the Agreement, Mask Medical would deliver the Medical Gowns. The Agreement required a 10% initial deposit, totaling approximately \$712,500, to be followed by additional installments: 5% once the Medical Gowns cleared Chinese customs and an airway bill was provided; 15% upon delivery in Plainfield, New Jersey; and the remaining 70% after Victim Company-1 received payment for the Medical Gowns from Victim Company-1’s customer.

f. Also on or about May 14, 2020, SINGH told Individual-1 via text that he had confirmed with “Anna” that the Medical Gowns were ready to

be packaged and loaded on a plane for shipment. He also told Individual-1 that he would tell “Anna” to load the plane with the Medical Gowns once SINGH received the 10% deposit via wire transmission.

g. Based on SINGH’s misrepresentations, and pursuant to the terms of the Agreement, on or about May 15, 2020, Victim Company-2 wired approximately \$500,000 from the Victim Company-2 Account to the GJS Account. On or about May 18, 2020, Victim Company-2 wired approximately \$212,500 (together, the “Victim Company-2 Funds”) from the Victim Company-2 Account to the GJS Account.

h. After SINGH received the Victim Company-2 Funds, he made additional misrepresentations and excuses to Individual-1 and Individual-2, ensuring them that they would receive the Medical Gowns. They did not receive the Medical Gowns.

i. On or about May 26, 2020—after SINGH failed to deliver the Medical Gowns—Individual-1 and Individual-2 asked SINGH to cancel the Agreement and to return the Victim Company-2 Funds.

j. On or about May 27, 2020, SINGH sent Individual-1 and Individual-2 an email falsely claiming that he was able to secure substitute medical gowns by swapping an order with another client. SINGH attached a video to his email purporting to show medical gowns available for delivery to Individual-1 and Individual-2 (the “May 27, 2020 Video”), as well as shipping documentation. SINGH requested an additional 5% deposit from Individual-1

and Individual-2, noting that failure to make this payment would result in a default under the Agreement.

k. Subsequent investigation revealed that the gowns in the May 27, 2020 Video and related shipping documentation were purchased by a third party (the “Third-Party Customer”) in California. The Third-Party Customer had no knowledge of SINGH and never agreed to sell SINGH the medical gowns depicted in the May 27, 2020 Video.

l. SINGH never provided the Medical Gowns, or any product, to Individual-1 and Individual-2 or to their companies. SINGH’s conduct resulted in approximately \$712,500 in losses to Victim Company-2.

m. A review of bank records revealed that SINGH did not use any of the Victim Company-2 Funds to purchase the Medical Gowns, or any other PPE. For instance, from on or about May 18, 2020 to on or about May 27, 2020, SINGH made multiple transfers from the GJS Account, which received the Victim Company-2 Funds, to the SINGH Account, SINGH’s personal account, totaling approximately \$563,000.

n. SINGH made various personal expenditures with the transferred Victim Company-2 Funds from on or about May 18, 2020 to on or about May 29, 2020. In particular, SINGH conducted: approximately four wire transfers to an account held at Bank-A totaling approximately \$270,000; approximately four transfers to the SINGH Brokerage Account, totaling approximately \$220,000; approximately 33 transactions with online gaming entities, totaling approximately \$21,700; and approximately \$18,000 in other

personal expenditures, including, but not limited to, approximately \$5,000 for a credit card payment and approximately \$1,700 to a Thai restaurant located in Florida.

o. SINGH defrauded approximately nine additional Victims over the course of the scheme by fraudulently inducing the Victims to enter into agreements for which he received money but did not provide PPE as set forth in the agreements.

5. For the purpose of executing and attempting to execute the scheme and artifice to defraud, in the District of New Jersey and elsewhere, defendant,

**GAURAVJIT SINGH,**

did knowingly and intentionally transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, namely, an interstate wire of approximately \$500,000 fraudulently obtained from Victim Company-2 between a location in Texas and a location in New Jersey.

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

**FORFEITURE ALLEGATION**


1. Upon conviction of the wire fraud offense, in violation of 18 U.S.C. § 1343, as charged in this Information, defendant **GAURAVJIT SINGH** 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, the defendant obtained that constitutes or is derived from proceeds traceable to the commission of the said offense.

**Substitute Assets Provision**

2. 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 person;
- (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 subdivided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

  
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RACHAEL A. HONIG  
Acting United States Attorney