

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

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US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 6:23-cr-85-GAP-EJK
18 U.S.C. § 371
18 U.S.C. § 287
18 U.S.C. § 2422(a)

NABIL DAJANI

INFORMATION

The United States Attorney charges:

COUNT ONE

**(Conspiracy to Bribe a Public Official, Submit a False Claim,
Commit Theft of Government Property, and Commit Wire Fraud)**

A. Introduction

At times relevant to this Information:

1. The Perfect Golf Grip, LLC (Perfect Golf Grip) was a limited liability company that was first registered by NABIL DAJANI with the Florida Department of State in or about 2015. In or about 2016, NABIL DAJANI filed a reinstatement of the company in which he was identified as the registered agent. In or about 2017, NABIL DAJANI submitted Articles of Amendment to Articles of Organization in which he was identified as an authorized member of Perfect Golf Grip. In annual reports submitted for 2019 and 2020, NABIL DAJANI was identified as an authorized member and Vice President of Perfect Golf Grip.

2. NABIL DAJANI created Community Cultural Consulting LLC (Community Cultural Consulting) as a limited liability company that was first

registered by NABIL DAJANI with the Florida Department of State in or about 2018. No annual report was ever filed, and Community Cultural Consulting was administratively dissolved on or about September 25, 2020.

3. The Small Business Administration (SBA) was an agency of the United States.

4. The “SBA Conspirator” was a resident of the Middle District of Florida and a “public official” as defined by 18 U.S.C. § 201(a)(1). In or about May 2020, the SBA Conspirator began working for the U.S. Government as an SBA Loan Specialist. As an SBA Loan Specialist, the SBA Conspirator was responsible for processing home and business loans; making recommendations on collateral needed to secure loans; applying accepted financial procedures to analyze financial resources to determine an applicant's ability to repay requested loans; reviewing all pertinent facts needed to make eligibility determinations by analyzing such factors as the nature and cause of damage, intended use of proceeds, legislative and administrative loan limits, and disposition of insurance and other recoveries; ensuring loan files contain all pertinent documentation, to include conversations with applicants and written recommendations or justifications for conclusions; processing loan applications on web-based computer system; and responding orally and in writing to applicants or their representatives. Because of COVID-19, the SBA authorized the SBA Conspirator to work from her residence located in the Middle District of Florida.

5. In response to the COVID-19 pandemic, Congress passed the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act.

In conjunction with an officially declared disaster by the United States Government, the CARES Act allowed for the SBA to offer Economic Injury Disaster Loan (EIDL) funding to business owners negatively affected by the COVID-19 pandemic. To qualify, a business had to be in operation prior to February 1, 2020.

6. Using the SBA online portal, EIDL applicants submitted personal and business information in support of each EIDL application, and they did not have to submit supporting documentation of any sort. The application included a jurat-like paragraph where the applicant affirms that the information submitted is true and correct under the penalty of perjury and applicable criminal statutes.

7. The application process involved filling out assorted data fields relating to the size of the affected business entity, the ownership of said business, and other information such as the number of employees and gross business revenues realized in the 12 months prior to the date of the disaster (January 31, 2020). This information furnished by the applicant was then used by SBA application evaluation systems to calculate the principal amount of money the small business was eligible to receive in the form of an EIDL.

8. In addition to applying for an EIDL, an applicant could request and then receive up to \$10,000 in an EIDL Cash Advance Grant based on the number of employees claimed. The EIDL Cash Advance Grant was disbursed in amounts of \$1,000 per claimed employee. Any EIDL Cash Advance Grant funding that was received by an applicant based on the number of claimed employees did not need to

be repaid to the SBA if the loan application was ultimately denied by the SBA, or if the applicant declined the EIDL that was offered by the SBA at a later date.

9. Pursuant to the provisions governing the EIDL program, loan proceeds had to be used by that business on certain permissible expenses. The EIDL (working capital) loans had to be used by the afflicted business to pay fixed debts, payroll, accounts payable, and other bills that could have been paid had the COVID-19 disaster not occurred.

10. To evaluate EIDL applications, the SBA computer system used automation and system programming to quickly conduct checks of each application submitted by each applicant. The SBA computer system performed checks of the applicant's credit worthiness and evaluated other elements of data furnished by the applicant to identify duplicative applications and indicators of fraudulent activity. The SBA computer system also utilized the information furnished by the applicant to determine the dollar amount of the loan offer that the applicant may be extended, which included gross revenues in the 12-month period prior to the disaster, costs of goods sold during that same timespan, and loss of rental income. If any aspect of the application did not pass the automated evaluation within the SBA computer system, the application's progress was stopped, and an electronic notification was sent to the applicant regarding the potential cause for the application to be halted. The applicant was then given the opportunity to engage with the SBA and request reconsideration of the application.

11. The loan application evaluation system also was designed so that SBA employees, to include SBA Loan Specialists, could affect applications and manually change and override the system's actions if appropriate and necessary.

12. NABIL DAJANI was a friend of Joel Micah Greenberg. In or about January 2017, Joel Micah Greenberg assumed office as the elected Seminole County Tax Collector. Joel Micah Greenberg resigned from his position as the Seminole County Tax Collector on or about June 24, 2020, after his arrest by federal agents on or about June 23, 2020. On or about June 23, 2020, Joel Micah Greenberg had his initial appearance in *United States v. Joel Micah Greenberg*, Case No. 6:20-cr-97-Orl-GAP-LRH, in the United States District Court for the Middle District of Florida. Joel Micah Greenberg was released pursuant to an order in that case dated June 23, 2020, which order notified Joel Micah Greenberg of the potential effect of committing an offense while on pretrial release.

13. Greenberg Media Group, Inc. (Greenberg Media) was a corporation that was first registered by Joel Micah Greenberg with the Florida Department of State in or about 2012. DG3 Network, Inc. (DG3 Network) was a corporation that was first registered by Joel Micah Greenberg with the Florida Department of State in or about 2014. Prior to February 2020, Greenberg Media and DG3 Network were administratively dissolved. On or about June 28, 2020, Joel Micah Greenberg filed reinstatements with the Florida Department of State for Greenberg Media and DG3 Network.

B. Conspiracy

14. Beginning at a time unknown to the United States Attorney, but beginning at least by in or about June 2020, and continuing thereafter through and including in or about September 2020, in the Middle District of Florida, and elsewhere, the defendant,

NABIL DAJANI,

did knowingly and willfully combine, conspire, confederate, and agree with Joel Micah Greenberg, the SBA Conspirator, and others known and unknown to the United States Attorney:

a. To commit bribery, by directly and indirectly, corruptly giving, offering, and promising anything of value to any public official, and offering and promising any public official to give anything of value to any other person and entity, with intent to influence such public official to commit and aid in committing, colluding in, and allowing, any fraud, and making opportunity for the commission of any fraud, on the United States, in violation of 18 U.S.C. § 201(b)(1)(B);

b. To submit a false, fictitious, and fraudulent claim, by making and presenting to any department and agency of the United States, any claim upon and against the United States, and any department and agency thereof, knowing such claim to be false, fictitious, and fraudulent, in violation of 18 U.S.C. § 287;

c. To commit theft of government property, by knowingly and willfully embezzling, stealing, purloining, and converting to the defendant's use and the use of another, more than \$1,000 of money and a thing of value of the United

States and the SBA, a department and agency of the United States, that is, proceeds from EIDLs, with intent to deprive the United States and the SBA of the use and benefit of the money and thing of value, in violation of 18 U.S.C. § 641; and,

d. To commit wire fraud, by knowingly and with intent to defraud devising and intending to devise a scheme and artifice to defraud, and for obtaining money and property, by means of materially false and fraudulent pretenses, representations and promises, and, for the purpose of executing the aforesaid scheme and artifice to defraud, knowingly transmitting and causing to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, any writings, signs, signals, pictures, and sounds, in violation of 18 U.S.C. § 1343.

C. Manner and Means

15. The manner and means of the conspiracy included, among other things, the following:

a. It was part of the conspiracy that NABIL DAJANI, Joel Micah Greenberg, the SBA Conspirator, and others known and unknown to the United States Attorney would and did unlawfully devise and execute a scheme and artifice to defraud the SBA of money and property by means of materially false and fraudulent pretenses, representations and promises.

b. It was a further part of the conspiracy that NABIL DAJANI, Joel Micah Greenberg, the SBA Conspirator, and others known and unknown to the United States Attorney would and did obtain money, and attempt to obtain money, from the SBA through submission of false applications for EIDLs.

c. It was a further part of the conspiracy that Joel Micah Greenberg would and did reinstate two corporations, Greenberg Media and DG3 Network, that had been administratively dissolved for the purpose of applying for EIDLs.

d. It was a further part of the conspiracy that NABIL DAJANI, Joel Micah Greenberg, the SBA Conspirator, and others known and unknown to the United States Attorney would and did prepare and submit applications for EIDLs for businesses associated with NABIL DAJANI and Joel Micah Greenberg that contained false and fraudulent pretenses, representations and promises that related to material facts, including, but not limited to, the following:

(1) False claims that the businesses were in operation prior to February 2020;

(2) False claims as to the revenues that the businesses had earned during the 12-month period prior to the date of the disaster; and,

(3) False claims as to the number of employees employed by the businesses.

e. It was a further part of the conspiracy that NABIL DAJANI and Joel Micah Greenberg would and did give, offer, and promise to pay money to the SBA Conspirator for her assistance in preparing the applications for EIDLs for NABIL DAJANI, Joel Micah Greenberg, and their companies and the processing of EIDLs for them.

f. It was a further part of the conspiracy that the SBA Conspirator would and did demand, seek, receive, accept, and agree to receive and accept money

from NABIL DAJANI and Joel Micah Greenberg to pay her for her assistance in preparing the applications for EIDLs for their businesses and the processing of EIDLs for them.

g. It was a further part of the conspiracy that Joel Micah Greenberg would and did cause applications for EIDLs for Greenberg Media and DG3 Network to be submitted to the SBA that falsely represented that he was not “presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction.”

h. It was a further part of the conspiracy that Joel Micah Greenberg would and did falsely represent in the Loan Authorization and Agreement for his EIDL in the name of “Joel Greenberg” that “[t]here has been no substantial adverse change in Borrower’s financial condition (and organization, in case of a business borrower) since the date of the application for this Loan. (Adverse changes include, but are not limited to: judgment liens, tax liens, mechanic’s liens, bankruptcy, financial reverses, arrest or conviction of felony, etc.),” when, in truth, and in fact, as Joel Micah Greenberg then and there well knew, he had been arrested for a felony on June 23, 2020.

i. It was a further part of the conspiracy that NABIL DAJANI, Joel Micah Greenberg, the SBA Conspirator, and others known and unknown to the United States Attorney would and did falsely represent that NABIL DAJANI and Joel Micah Greenberg had not agreed to pay any fees to anyone for assistance in completing the application.

j. It was a further part of the conspiracy that NABIL DAJANI and Joel Micah Greenberg would and did falsely represent that “Borrower certifies that no fees have been paid, directly or indirectly, to any representative (attorney, accountant, etc.) for services provided or to be provided in connection with applying for or closing this Loan, other than those reported on the Loan Application.”

k. It was a further part of the conspiracy that NABIL DAJANI and Joel Micah Greenberg would and did falsely represent that they would use all the proceeds of the EIDLs solely as working capital to alleviate economic injury caused by disaster occurring in the month of January 31, 2020, and continuing thereafter, with the exception of a \$100 Uniform Commercial Code handling fee.

l. It was a further part of the conspiracy that the SBA Conspirator would and did use her access to the SBA’s computer systems and her access to EIDLs to manipulate the status of EIDLs to trigger the system to extend funding for EIDLs submitted for the benefit of NABIL DAJANI and Joel Micah Greenberg.

m. It was a further part of the conspiracy that NABIL DAJANI, Joel Micah Greenberg, the SBA Conspirator, and others known and unknown to the United States Attorney would and did use portions of the money that was obtained as a result of devising and executing the conspiracy and scheme and artifice to defraud for their own personal use.

n. It was a further part of the conspiracy that NABIL DAJANI, Joel Micah Greenberg, the SBA Conspirator, and others known and unknown to the United States Attorney would and did use interstate wires in furtherance of the

conspiracy and scheme and artifice to defraud, including by submitting applications for EIDLs to the SBA, by using interstate wires to receive emails from the SBA, and by using interstate wires to send emails to each other.

o. It was a further part of the conspiracy that NABIL DAJANI, Joel Micah Greenberg, the SBA Conspirator, and others known and unknown to the United States Attorney would and did perform acts and make statements to hide and conceal, and cause to be hidden and concealed, the purpose of the scheme to defraud and the acts committed in furtherance thereof.

D. Overt Acts

16. In furtherance of and to effect the objectives of the conspiracy, the following overt acts, among others, were committed in the Middle District of Florida, and elsewhere:

a. On or about June 19, 2020, NABIL DAJANI and the SBA Conspirator talked on the telephone about an EIDL for Perfect Golf Grip.

b. On or about June 19, 2020, in the Middle District of Florida, the SBA Conspirator submitted an application for an EIDL for Perfect Golf Grip that falsely and fraudulently represented that the business was impacted by COVID-19, that its gross revenues for the 12 months prior to the date of the disaster were \$1,728,963, that it had \$1,237 in cost of goods sold, that the business's rental property income losses were \$23,568, and that it had 12 employees.

c. On or about June 19, 2020, in the Middle District of Florida, NABIL DAJANI texted Joel Micah Greenberg to refer him to the SBA Conspirator to obtain a loan from the SBA.

d. On or about June 19, 2020, Joel Micah Greenberg and the SBA Conspirator talked on the telephone about an EIDL for Joel Micah Greenberg.

e. On or about June 19, 2020, in the Middle District of Florida, Joel Micah Greenberg sent an email to the SBA Conspirator with a copy of his personal 2018 tax return.

f. On or about June 20, 2020, in the Middle District of Florida, an individual acting on behalf of Joel Micah Greenberg and at the direction of the SBA Conspirator submitted an application for an EIDL for Joel Micah Greenberg that falsely and fraudulently represented that his business was impacted by COVID-19, that his gross revenues for the 12 months prior to the date of the disaster were \$161,535, that he had \$135 in cost of goods sold, that he lost \$135,000 in rents for rental properties, and that he had two employees.

g. On or about June 24, 2020, in the Middle District of Florida, Joel Micah Greenberg executed a Loan Authorization and Agreement that falsely represented that “Borrower will use all the proceeds of this Loan solely as working capital to alleviate economic injury caused by disaster occurring in the month of January 31, 2020 and continuing thereafter,” that “[a]ll representations in the Borrower's Loan application (including all supplementary submissions) are true, correct and complete and are offered to induce SBA to make this Loan,” and that

“Borrower certifies that no fees have been paid, directly or indirectly, to any representative (attorney, accountant, etc.) for services provided or to be provided in connection with applying for or closing this Loan, other than those reported on the Loan Application.”

h. On or about June 27, 2020, in the Middle District of Florida, NABIL DAJANI texted the SBA Conspirator asking the SBA Conspirator to set up another call with Joel Micah Greenberg about additional applications for EIDLs.

i. On or about June 28, 2020, Joel Micah Greenberg filed reinstatements for DG3 Network and Greenberg Media Group with the Florida Department of State.

j. On or about June 28, 2020, the SBA Conspirator submitted an application for an EIDL for DG3 Network that falsely and fraudulently represented that the company had \$475,000 in gross revenue for the 12 months prior to February 1, 2020, that its costs of goods sold during that period was \$1,326, and that it had two employees.

k. On or about June 28, 2020, the SBA Conspirator submitted an application for an EIDL for Greenberg Media Group that falsely and fraudulently represented that the company earned \$718,000 in revenue for the 12 months prior to the disaster, that its costs of goods sold during that period was \$1,237, and that it employed 10 people.

l. On or about the following dates, each of which constitutes a separate overt act, in the Middle District of Florida, Joel Micah Greenberg wrote

checks payable to NABIL DAJANI that represented NABIL DAJANI's portion of the fraudulent applications that had been approved and funded:

1. June 27, 2020, a \$6,000 check with a memo line for "loan";
2. July 26, 2020, a \$5,000 check with a memo line of "Fee July"; and
3. July 26, 2020, a \$5,000 check with a memo line of "Fee August".

m. On or about July 17, 2020, in the Middle District of Florida, Joel Micah Greenberg paid the SBA Conspirator \$3,000 using Cash App.

n. On or about July 17, 2020, in the Middle District of Florida, Joel Micah Greenberg executed a Loan and Authorization Agreement for the EIDL for DG3 Network.

o. On or about July 17, 2020, in the Middle District of Florida, Joel Micah Greenberg executed a Loan and Authorization Agreement for the EIDL for Greenberg Media Group.

p. On or about July 19, 2020, in the Middle District of Florida, NABIL DAJANI executed a Loan Authorization and Agreement for Perfect Golf Grip that falsely represented that "Borrower will use all the proceeds of this Loan solely as working capital to alleviate economic injury caused by disaster occurring in the month of January 31, 2020 and continuing thereafter," that "[a]ll representations in the Borrower's Loan application (including all supplementary submissions) are true, correct and complete and are offered to induce SBA to make this Loan," and that "Borrower certifies that no fees have been paid, directly or indirectly, to any

representative (attorney, accountant, etc.) for services provided or to be provided in connection with applying for or closing this Loan, other than those reported on the Loan Application.”

q. On or about July 22, 2020, in the Middle District of Florida, NABIL DAJANI paid the SBA Conspirator \$1,000 using Cash App.

r. On or about August 4, 2020, the SBA Conspirator submitted an application for an EIDL for Community Cultural Consulting that falsely and fraudulently represented that the company earned \$305,667 in revenue for the 12 months prior to the disaster, that it had no costs of doing business, and that it had no rental properties.

s. On or about August 5, 2020, in the Middle District of Florida, NABIL DAJANI executed a Loan Authorization and Agreement for Community Cultural Consulting that falsely represented that “Borrower will use all the proceeds of this Loan solely as working capital to alleviate economic injury caused by disaster occurring in the month of January 31, 2020 and continuing thereafter,” that “[a]ll representations in the Borrower’s Loan application (including all supplementary submissions) are true, correct and complete and are offered to induce SBA to make this Loan,” and that “Borrower certifies that no fees have been paid, directly or indirectly, to any representative (attorney, accountant, etc.) for services provided or to be provided in connection with applying for or closing this Loan, other than those reported on the Loan Application.”

t. On or about September 21, 2020, in the Middle District of Florida, NABIL DAJANI paid the SBA Conspirator \$1,300 using Cash App.

All in violation of 18 U.S.C. § 371.

COUNT TWO
(Submission of a False Claim)

1. The allegations contained in paragraphs one through thirteen of Count One of this Information are hereby realleged and incorporated herein by reference.

2. On or about the date set forth below, in the Middle District of Florida, and elsewhere, the defendant,

NABIL DAJANI,

did knowingly make and present to any department and agency of the United States, a claim upon and against the United States, and any department and agency thereof, knowing such claim to be false, fictitious, and fraudulent, as follows:

<u>Count</u>	<u>Date</u>	<u>Description</u>
TWO	August 4, 2020	EIDL application for Community Cultural Consulting

In violation of 18 U.S.C. §§ 287 & 2.

COUNT THREE
(Enticement of Another to Travel for Prostitution)

Between in or about September 2016, and in or about October 2016, in the Middle District of Florida, and elsewhere, the defendant,

NABIL DAJANI,

did knowingly persuade, induce, and entice, and attempt to persuade, induce, and entice, Victim-1 and Victim-2 to travel in interstate commerce to engage in prostitution.

In violation of 18 U.S.C. §§ 2422(a) and 2.

FORFEITURE

1. The allegations contained in Counts One and Three are incorporated by reference for the purpose of alleging forfeiture pursuant to the provisions of 18 U.S.C. §§ 981(a)(1)(C), 2428, and 28 U.S.C. § 2461(c).

2. Upon conviction of the conspiracy to violate 18 U.S.C. §§ 201, 641 or 1343, all in violation of 18 U.S.C. § 371, charged in Count One, the defendant shall forfeit to the United States of America, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the violation.

3. Upon conviction of a violation of 18 U.S.C. § 2422, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 2428, any property, real or personal, that was used or intended to be used to commit or to facilitate the commission of the offense and any property, real or personal, constituting or derived

from any proceeds obtained, directly or indirectly, as a result of the offense.


4. The property to be forfeited includes, but is not limited to, an order of forfeiture in the amount of proceeds of at least \$158,188.58 that the defendant obtained as a result of his participation in the conspiracy charged in Count One.


5. If any of the property described above, 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 of America shall be entitled to forfeiture of substitute property pursuant to 18 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

ROGER B. HANDBERG
United States Attorney

By:  for
Amanda S. Daniels
Assistant United States Attorney

By:  for
Chauncey A. Bratt
Assistant United States Attorney
Deputy Chief, Orlando Division