

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
: :
v. : Criminal No. 21-
: :
JACK KOCH : 18 U.S.C. § 1341

INFORMATION

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

(Mail Fraud)

1. At all times relevant to this Information:

a. Defendant Jack KOCH (“Defendant KOCH”) was a resident of Elmwood Park, New Jersey, and a co-owner of Fresh N Clear, LLC (“Fresh N Clear”), a New Jersey limited liability company based in New Jersey that sold various household items online, including bottled water, and shipped goods to its customers via the United States Postal Service.

Background on Relevant Postage Methods

b. The United States Postal Service (the “Postal Service”) offers a Priority Mail Flat Rate service (the “Flat Rate Service”) through which packages may be shipped at a predetermined flat rate to any state so long as the package: (i) fits within one of the various Flat Rate Service envelopes sold by the Postal Service; and (ii) weighs no more than 70 pounds.

c. The Postal Service requires that the endorsement "FLAT RATE ENV" (the "Endorsement") appear on all packages sent via the Flat Rate Service. This Endorsement allows the Postal Service to confirm that the sender paid the correct rate, *i.e.*, that the package fits within the Flat Rate Service envelope and weighs no more than 70 pounds.

The Scheme to Defraud

2. From as early as in or about January 2020 through in or about September 2020, in the District of New Jersey, and elsewhere, defendant

JACK KOCH

knowingly and intentionally devised and intended to devise a scheme and artifice to defraud the Postal Service 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. It was the goal of the scheme for Defendant KOCH to defraud the Postal Service by removing the Endorsement on Flat Rate Service packages so that Defendant KOCH could wrongfully apply the Endorsement to Fresh N Clear packages that did not qualify for Flat Rate Service postage rates and then ship those packages without paying the appropriate postage rates.

Manner and Means of the Scheme to Defraud

4. It was part of the scheme that:
 - a. From at least as early as in or about January 2020, through in or about September 2020, Defendant KOCH deprived the Postal Service of approximately \$3 million in postage revenue through purchasing Flat Rate Envelope postage labels and wrongfully removing the Endorsement so that he could ship Fresh N Clear's merchandise in boxes without paying the appropriate postage rate.
 - b. Specifically, Defendant KOCH purchased Flat Rate Service postage labels and altered those labels by electronically removing the Endorsement from the label that confirmed that the package qualified for the Flat Rate Service.
 - c. After removing the Endorsement from the labels, defendant KOCH re-applied the altered labels (the "Fraudulent Postage Labels") to packages that did not qualify for the Flat Rate Service.
 - d. Once defendant KOCH applied the Fraudulent Postage Labels to the packages, he caused the packages to be shipped via the Postal Service to Fresh N Clear's customers.
 - e. On or about March 14, 2020, Fresh N Clear purchased a Flat Rate Service postage label for approximately \$7.15.
 - f. Defendant KOCH then electronically manipulated the label by removing the Endorsement to create a Fraudulent Postage Label and affixed this label to a box containing a case of bottled water that did not qualify for the Flat

Rate Service (the “Package”). The Package would have otherwise required postage in the amount of approximately \$105.52, more than approximately \$98.37 from the Flat Rate Service postage rate that Defendant KOCH wrongfully used to ship the Package.

g. On or about March 14, 2020, Defendant KOCH caused Fresh N Clear to ship the Package from New Jersey via the Postal Service to a customer in California.

5. On or about March 14, 2020, for the purpose of executing and attempting to execute the scheme and artifice to defraud, in the District of New Jersey and elsewhere, defendant

JACK KOCH

knowingly and intentionally caused to be placed in an authorized depository for mail, and did cause to be delivered via the Postal Service, a certain item, namely, the Package bearing a Fraudulent Postage Label.

In violation of Title 18, United States Code, Section 1341.

FORFEITURE ALLEGATION

1. As a result of committing the offense in violation of 18 U.S.C. § 1341 alleged in this Information, Defendant KOCH shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(2)(A), any property constituting, or derived from, proceeds obtained directly or indirectly, as a result of such offense.

SUBSTITUTE ASSETS PROVISION

2. If by any act or omission of the defendant any of the property subject to forfeiture:

- 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,

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c), to seek forfeiture of any other property of such defendant up to the value of the above-described forfeitable property.



PHILIP R. SELLINGER
United States Attorney

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INFORMATION FOR

18 U.S.C. § 1341

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