

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 12-
 :
 v. : 18 U.S.C. § 1349
 :
 JOSEPH BISOGNO : INFORMATION

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

1. At all times relevant to this Information:

a. KA Mailers, LLC, formerly known as Katkev LLC (collectively "KA Mailers") was a New Jersey limited liability company, based in Monmouth County, New Jersey. KA Mailers operated, in part, as a bulk mail company. That is, KA Mailers contracted with customers to perform services related to the preparation and distribution of large-scale mailings. These mailings consisted of anywhere from hundreds to hundreds of thousands of pieces of mail.

b. The services provided by KA Mailers to its customers included, among other things, organizing, folding, placing into envelopes, labeling, and stamping mail material, and delivering the material to the United States Postal Service (the "Post Office") for mailing.

c. For each job that KA Mailers accepted, KA Mailers charged its customers an amount of money that equaled the cost of postage for the customers' mail material, as well as a fee for the services performed by KA Mailers in preparing the customers' material for mailing.

d. In turn, KA Mailers maintained an account with the Post Office, from which the postage cost for the material actually mailed was deducted by the Post Office.

e. The Post Office used standardized forms, including a form known as Form 3602, to reflect that it had received a given quantity of mail for mailing and had received the proper payment for that mailing. The stamp on a Form 3602 indicated that the stated quantity of mail had, in fact, been paid for and mailed.

f. KA Mailers used an internal tracking system for the jobs that it was hired to perform for each of its customers. Pursuant to this system, KA Mailers' employees would maintain a file folder (the "job jacket") for each job. Each job jacket contained all relevant paperwork relating to the specific job. This paperwork included, among other things, all invoices; all Form 3602s; all of KA Mailers' production reports; a sample of the material to be mailed; and, in most cases, a copy of the payment from KA Mailers' customer. On the exterior of the job

jacket, KA Mailers' employees would note, among other things, the customer's name; the date the job was received; how many pieces of mail had been delivered to the Post Office; and on what date those pieces were delivered.

2. At all times relevant to this Information:

a. Defendant JOSEPH BISOGNO, a resident of Tinton Falls, New Jersey, and later of Toms River, New Jersey, owned approximately half of KA Mailers and operated the business. In these capacities, JOSEPH BISOGNO helped direct all aspects of KA Mailers' business including, among other things: hiring and firing employees; managing work flow; managing customer relations; managing administrative decisions; managing the processing of mail jobs; and managing the delivery of mail jobs to the Post Office. JOSEPH BISOGNO's responsibilities centered on management of the production "floor" at KA Mailers, including supervising the workers who physically folded, labeled, placed into envelopes, stamped, and delivered the mail material to the Post Office. JOSEPH BISOGNO interacted with customers of KA Mailers by telephone, by e-mail, and by fax. JOSEPH BISOGNO also had primary responsibility for KA Mailers' relationship with a marketing firm who provided customers to KA Mailers ("MARKETING FIRM").

b. "CC1," a co-conspirator not charged herein, was a resident of Toms River, New Jersey, and was at one time married to JOSEPH BISOGNO. CC1 owned the other approximately half of KA Mailers, and was also an operator of the business. CC1 had responsibilities similar to those of JOSEPH BISOGNO, although CC1's responsibilities centered on the administrative and "front office" aspects of the business. CC1 interacted with customers of KA Mailers by telephone, by e-mail, and by fax. Among other things, CC1 advised customers whether the customers' mailing jobs had, in fact, been delivered to the Post Office for mailing.

THE CONSPIRACY

3. From in or about September 2005 through in or about March 2011, in the District of New Jersey, and elsewhere, defendant

JOSEPH BISOGNO

did knowingly and intentionally conspire and agree with CC1 to devise a scheme and artifice to defraud and to obtain money or property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice to defraud, to transmit and cause to be transmitted by means of wire communication in interstate commerce

writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Section 1343.

OBJECT OF THE CONSPIRACY

4. The object of the conspiracy was for JOSEPH BISOGNO and CC1 to obtain approximately \$497,842 by falsely and fraudulently representing to KA Mailers' customers that their mailings had been processed and delivered to the Post Office for mailing, when in actuality JOSEPH BISOGNO and his co-conspirator accepted payments from KA Mailers' customers without completing their mailings.

MANNER AND MEANS OF THE CONSPIRACY

5. JOSEPH BISOGNO and his co-conspirator accepted, on behalf of KA Mailers, bulk mail from customers, which KA Mailers was to process and deliver to the Post Office for mailing. KA Mailers received fees from its customers based upon the services provided, as well as fees to cover the cost of mailing. In return, as part of the documentation provided to its customers, KA Mailers would from time to time transmit Form 3602s to its customers (or provide other verbal or written assurances) to demonstrate that the customers' mail had been delivered to the Post Office for mailing.

6. CC1, with the knowledge and consent of JOSEPH BISOGNO, created fraudulent Forms 3602 by using correction fluid

to alter valid Form 3602s and, later, by using a computer program known as "Microsoft Paint" to digitally alter certain Forms 3602.

In this way, CC1 created the false appearance that given quantities of mail material had been delivered to the Post Office for mailing, when in fact they had not been so delivered.

7. JOSEPH BISOGNO, with the knowledge and consent of CC1, decided which customers' mail KA Mailers would actually deliver to the Post Office, and which customers' mail would not be so delivered, notwithstanding KA Mailers' contractual obligations to its customers to deliver all mail it received to the Post Office for mailing.

8. If a KA Mailers' customer inquired about the status of a job that had not been completed as contracted, JOSEPH BISOGNO or CC1, or others acting at their direction, would fax to the customers the fraudulent Form 3602 relating to that customer's job, or other written confirmation, in an effort to convince the customer that its job had been completed properly by KA Mailers when, in fact, the job had not been so completed because the mail had not been delivered to the Post Office.

9. JOSEPH BISOGNO and CC1 would also advise the customers, via telephone, that the customers' mailing had been sent to the Post Office in full, when in fact the mailing had not been sent in full, and sometimes not at all.

10. JOSEPH BISOGNO and CC1 destroyed and disposed of mail material that KA Mailers had contracted with its customers to process and deliver to the Post Office, but which KA Mailers had never, in fact, processed or delivered. This was usually done after business hours, via dumpsters located at KA Mailers' processing facility.

11. In furtherance of this scheme, JOSEPH BISOGNO and CC1 and others used and caused to be used interstate and foreign wire communications, including the following:

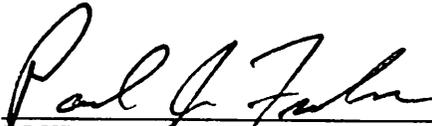
a. On or about March 7, 2011, CC1 caused to be sent through interstate and foreign wire communications various documents from KA Mailers to a customer ("Customer A"). The e-mailed material included a fraudulent Form 3602, which indicated that 29,809 pieces of mail, with a postage value of \$5,808.65, had been submitted to the Post Office for mailing. In fact, however, Post Office records show that KA Mailers actually submitted to the Post Office for mailing only 3,398 pieces of mail in connection with this mailing job, with a postage value of approximately \$684.11.

b. On or about November 12, 2009, JOSEPH BISOGNO caused to be sent through interstate and foreign wire communications an e-mail to MARKETING FIRM concerning a mailing for a customer ("Customer B") set for 10,044 pieces, with a

postage value of \$2,702.77. The e-mail indicated that 5,820 pieces of mail went out that day, and the balance of the 10,044 would go out the next day. In fact, Post Office records show that KA Mailers had actually submitted to the Post Office only 6,063 pieces of mail in connection with this mailing job, with a postage value of approximately \$1,635.77.

c. In reliance on KA Mailers' representations that KA Mailers would deliver to the Post Office their entire jobs, Customer A, Customer B, and other KA Mailers' customers, paid KA Mailers for the postage needed to mail the entire jobs.

All in violation of Title 18, United States Code, Section 1349.



PAUL J. FISHMAN
United States Attorney

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