BV/2011R01472

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon.
v.	:	Crim. No. 13-________
	:	
JUANITA L. BERRY	:	18 U.S.C. § 1343

INDICTMENT

FACTUAL BACKGROUND

1. At various times relevant to this Indictment:

a. Defendant JUANITA L. BERRY ("defendant BERRY") was a resident of Phoenixville, Pennsylvania, who was employed by Company A pursuant to an agreement with J. Starr Communications, Inc.

b. Company A was a closely held corporation with headquarters in Carmel, Indiana. Its business included telecommunications equipment distribution, assembly and customer site installation; automotive parts assembly; and consumer electronics call center services. It maintained several facilities located throughout the United States.

c. For purposes of conducting its telecommunications business in the Northeast region, Company A operated a warehouse and office in Levittown, Pennsylvania (the "Levittown facility") whose operations in or about November 2009 were moved to a warehouse and office in Dayton, New Jersey the ("Dayton facility").

d. J. Starr Communications, Inc. ("J. Starr") was a company owned by defendant BERRY located in Phoenixville, Pennsylvania. Pursuant to an agreement between Company A and J. Starr, defendant BERRY was to provide consulting services to Company A. In reality, beginning in or about 2006 defendant BERRY served as a sales representative for Company A, and in or about 2009 she became known as Company A's Vice President for Major Accounts.

e. From in or about November 2009 to in or about June 2011, defendant BERRY functioned as the senior-most manager at Company A's Dayton facility.

2. As part of its telecommunications business, Company A installed and de-installed entire telecommunications systems.

3. Among the most important and most expensive components of the telecommunications systems installed and de-installed by Company A were the electronic circuit boards or "cards" that served as the "brains" of the installed systems. The cost of a card depended upon the complexity of the tasks that it was designed to perform and ranged from several hundred to tens of thousands of dollars. Typically, a given telecommunications system would contain multiple cards.

4. For the installation of a new telecommunication system, Company A received some of the specialized cards needed for the system free of charge from the telecommunications carrier, and purchased others from various vendors, as it did with other equipment needed for installation.

5. When Company A provided its removal service, it disassembled a given telecommunications system on site and then shipped those components, especially the system's cards, to its Levittown facility and then beginning in 2009 to its Dayton facility. Most of the removed cards had value in the secondary market for used telecommunications equipment.

THE SCHEME TO DEFRAUD

6. Without the knowledge or authorization of Company A's management, defendant BERRY sold both used cards and new cards along with other telecommunications equipment owned by Company A as though such equipment belonged to her and/or her company J. Starr, and pocketed the proceeds from such fraudulent sales.

7. First in her capacity as Company A's sales representative while Company A was using the Levittown facility and then as the senior Company A manager at the Dayton facility, defendant BERRY was able, between in or about 2008 to in or about 2011, to arrange the shipment of used telecommunications equipment to a Florida company that purchased and resold such equipment. Although these shipments were made from Company A's warehouses, including the Dayton facility, defendant BERRY arranged to have it appear to the Florida company that the equipment was being shipped from her company J. Starr or from defendant BERRY herself.

8. Beginning in or about 2010, defendant BERRY also began to sell some of Company A's new cards to the Florida company as though such cards were owned by her or J. Starr instead of by Company A.

9. Defendant BERRY deceived employees at both the Levittown and Dayton facilities into thinking that the shipments they helped her make of used cards from Company A's facilities to the Florida company were part of Company A's normal course of business.

10. Defendant BERRY deceived Company A about why she had arranged the purchase of additional new cards by concealing from Company A that she had been selling new cards belonging to Company A to the Florida company. Defendant BERRY'S deception involved, among other things, improperly allocating to already-completed installation projects the costs of purchasing new cards to replace those she had surreptitiously sold to the Florida company; altering internal Company A project reports in order to help conceal her fraudulent sales; and stating that she had had to purchase new cards to replace those that had purportedly been stolen by equipment installers on site.

11. Defendant BERRY also deceived the Florida company to which she had sold Company A's cards into thinking that J. Starr or she had title to the telecommunications equipment that she was selling.

12. The Florida company that purchased the fraudulently sold telecommunications equipment, or its president, wired payment for this equipment to a bank account held by defendant BERRY's company J. Starr.

13. Without Company A's knowledge or authorization, defendant BERRY shipped or caused to be shipped over 30,000 pieces of Company A's telecommunications equipment to the Florida company, for which that company paid J. Starr over $3,500,000.

COUNTS 1-3
(Wire Fraud)

1. On or about the dates listed below, having devised and intended to devise a scheme and artifice to defraud, and for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, and for the purpose of executing the above described scheme and artifice to defraud, in the District of New Jersey and elsewhere, defendant

JUANITA L. BERRY

did knowingly transmit and caused to be transmitted in interstate commerce writings, signs, signals, or sounds, that is, she caused the Florida company and its president to whom she had shipped or had arranged the shipments of telecommunications equipment to transmit by wire transfer the individual amounts as identified below:

Count	Approximate Date	Description of Wire Transfer
1	November 25, 2009	$20,025 wire transfer from the bank account of the Florida company to the J. Starr account numbered xxxxxx8014 at Citizens' Bank in Pennsylvania
2	September 21, 2010	$22,500 wire transfer from the bank account of the Florida company to the J. Starr account numbered xxxxxx8014 at Citizens' Bank in Pennsylvania
3	July 14, 2011	$2,500 wire transfer from the bank account of the Florida company to the J. Starr account numbered xxxxxx8014 at Citizens' Bank in Pennsylvania

All in violation of 18 U.S.C. § 1343.

FORFEITURE ALLEGATION

1. The allegations contained in this Indictment are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 982.

2. Upon conviction of the offense set forth in this Indictment, the defendant,

JUANITA L. BERRY

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(2)(A), all property, real or personal, constituting, or derived from, proceeds the defendant obtained directly or indirectly as the result of a violation of Title 18, United States Code, Section 1343, including, but not limited to, a sum of money equal to at least $3,500,000 in United States currency, as to which the defendant shall be jointly and severally liable with any and all other defendants.

3. 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 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 Title 21, United States Code, Section 853, to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described in this forfeiture allegation.

A TRUE BILL

FOREPERSON

PAUL J. FISHMAN
UNITED STATES ATTORNEY