



**The Scheme to Defraud**

2. From in or about January 2011 through in or about October 2012, in the District of New Jersey and elsewhere, defendant

**JOHN TEKULVE**

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud Victim Company A, and others, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

**Purpose of the Scheme to Defraud**

3. The purpose of the scheme and artifice to defraud was for defendant TEKULVE to use his position as the owner of Medicon to defraud Victim Company A and its owners of nearly \$1 million by fraudulently billing Victim Company A for products and services that neither defendant TEKULVE nor Medicon provided. Defendant TEKULVE then used the proceeds of the scheme to defraud for his own purposes, including the purchase of high-end automobiles, and an engagement ring.

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

4. It was part of the scheme and artifice to defraud that defendant TEKULVE obtained from an employee of Victim Company A the number, security code, and expiration date for a credit card in the name of Victim A.B. (the "Credit Card").

5. It was further part of the scheme and artifice to defraud that on or about December 7, 2010, defendant TEKULVE opened an account with Company B (the "Payment Account") and inputted the Credit Card's information in order to charge Victim Company A for services rendered by defendant TEKULVE and Medicon. Through the Payment Account, defendant TEKULVE was free to transfer funds obtained from the Credit Card to his personal bank account.

6. It was further part of the scheme and artifice to defraud that between on or about January 4, 2011 and on or about October 15, 2012, defendant TEKULVE initiated approximately 110 separate fraudulent transactions, charging approximately \$977,418.75 to the Credit Card (the "Fraudulent Transactions").

7. It was further part of the scheme and artifice to defraud that neither defendant TEKULVE nor Medicon performed any actual services in connection with any of the Fraudulent Transactions.

8. It was further part of the scheme and artifice to defraud that for each of the Fraudulent Transactions, the Payment Account was used to charge the Credit Card by inputting the number, security code, and expiration date for the Credit Card into the online form.

9. It was further part of the scheme and artifice to defraud that defendant TEKULVE transferred the proceeds of the Fraudulent Transactions from the Payment Account to a Medicon checking account, and subsequently to defendant TEKULVE's personal checking account. Defendant TEKULVE then

used the proceeds of the Fraudulent Transactions for his own purposes, including to purchase two high-end automobiles and an engagement ring.

10. It was further part of the scheme and artifice to defraud that for each of the Fraudulent Transactions, a credit card transaction on the Credit Card was initiated, which caused an interstate wire communication through the Credit Card Company's servers in Phoenix, Arizona.

11. On or about October 15, 2012, for the purpose of executing and attempting to execute this scheme and artifice to defraud, defendant

**JOHN TEKULVE**

did knowingly transmit and cause to be transmitted by means of wire communications in interstate commerce certain writings, signs, signals, pictures, and sounds, namely, a wire payment from New Jersey through the Credit Card Company's servers in Phoenix, Arizona, to the Payment Account, in the amount of approximately \$9,056.25.

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

## **FORFEITURE ALLEGATION**

1. The allegations contained in this Information are incorporated by reference as though set forth in full herein for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461.

2. Upon conviction of the offense charged in this Information, the government will seek forfeiture from defendant TEKULVE, in accordance with Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), of any and all property, real or personal, that constitutes or is derived from proceeds traceable to the violation of Title 18, United States Code, Section 1343 alleged in this information.

3. If by any act or omission of defendant TEKULVE any of the property subject to forfeiture herein:

- 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 subdivided without difficulty,

it is the intent of the United States, pursuant to Title 21, United States Code, Section

853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of defendant TEKULVE up to the value of the property described in this forfeiture allegation.

A handwritten signature in cursive script, reading "Paul J. Fishman", written in black ink. The signature is positioned above a horizontal line.

**PAUL J. FISHMAN**  
United States Attorney

**CASE NUMBER: 17-**

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**United States District Court  
District of New Jersey**

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**UNITED STATES OF AMERICA**

**v.**

**JOHN TEKULVE**

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**INFORMATION FOR**  
18 U.S.C. § 1343

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**PAUL J. FISHMAN**  
*U.S. ATTORNEY*  
*NEWARK, NEW JERSEY*

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**VERONICA ALLENDE**  
*ASSISTANT U.S. ATTORNEY*  
*(609) 656-2559*

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