

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA	:	Criminal No. 14-
	:	
v.	:	18 U.S.C. § 1343
	:	18 U.S.C. § 981(a)(1)(C)
JASON LEE LUM	:	18 U.S.C. § 2, and
	:	28 U.S.C. § 2461

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. Company 1 was a business that offered office equipment leasing services.

As part of its business and because of the high cost associated with leasing office equipment, Company 1 obtained loans through a financing company for its clients to lease office equipment. After a client agreed to lease office equipment through Company 1, a Company 1 employee would submit the lease agreement to the financing company in order to obtain a loan for the lease for the client. If the financing company approved the loan, the loan proceeds would be sent by the financing company to Company 1's bank account. The client would then receive the office equipment and would directly repay the loan to the financing company.

b. Company 1 maintained an office in Freehold, New Jersey.

c. Defendant JASON LEE LUM was a partner at Company 1. As part of his duties at COMPANY 1, defendant JASON LEE LUM was responsible for Company 1's finances, including the submission of loan documentation to financing companies on behalf of clients for the

clients to obtain loans to lease office equipment through Company 1.

THE SCHEME TO DEFRAUD

2. From in or about October 2011 to in or about May 2012, in Monmouth County, in the District of New Jersey, and elsewhere, defendant,

JASON LEE LUM,

knowingly and willfully did devise and intend to devise a scheme and artifice to defraud financing companies used by Company 1 to obtain loans for clients to lease office equipment of money and property by means of materially false and fraudulent pretenses, representations and promises.

3. The primary object of the scheme and artifice was to fraudulently induce and cause financing companies to provide money purportedly for loans for Company 1 clients to lease office equipment, which money defendant JASON LEE LUM used for personal expenses, to pay Company 1's payroll, including his own salary, and to increase Company 1's revenue for accounting purposes.

THE MEANS AND METHODS OF THE SCHEME TO DEFRAUD

4. Among the means and methods used by defendant JASON LEE LUM to carry out his scheme to defraud are those set forth in paragraphs 5 through 9 below.

5. As part of the scheme to defraud, defendant JASON LEE LUM forged the signatures of existing Company 1 clients on loan documents that defendant JASON LEE LUM then submitted to a financing company. The Company 1 clients did not approve or consent to those loan documents being submitted, nor did the Company 1 clients obtain any office equipment in connection with the fraudulent loan applications.

6. It was further part of the scheme that, when the financing company approved the fraudulent loan applications, defendant JASON LEE LUM directed that the loan proceeds be sent to an Company 1 bank account controlled by defendant JASON LEE LUM.

7. It was further part of the scheme that defendant JASON LEE LUM used the fraudulently obtained loan proceeds to pay personal expenses, to pay Company 1's payroll, including his own salary, and to increase Company 1's revenue for accounting purposes.

8. It was further part of the scheme that defendant JASON LEE LUM sought to conceal his fraud by making payments on the fraudulently obtained loans. When defendant JASON LEE LUM began falling behind on those payments, the financing company that issued the loans sought payment from the Company 1 clients in whose names the fraudulently-obtained loans were issued.

9. It was further part of the scheme that defendant JASON LEE LUM received approximately \$600,000 in fraudulently-obtained loan proceeds.

10. For the purpose of executing and attempting to execute this scheme and artifice to defraud, defendant,

JASON LEE LUM,

did knowingly and intentionally cause to be transmitted in interstate commerce by means of a wire, radio, and television communication certain writings, signs, signals, pictures, and sounds, namely, on or about January 10, 2012, a wire in the amount of \$50,000 from a financing company in Pennsylvania to an Company 1 bank account in New Jersey.

In violation of Title 18, United States Code, Section 1343 and Title 18, United States Code, Section 2.

FORFEITURE ALLEGATION

As the result of committing an offense in violation of Title 18, United States Code, Section 1343, as alleged in this Information, defendant JASON LEE LUM shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offense.

11. 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 person;
- 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 21 U.S.C. § 853(p), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section 981 and Title 28, United States Code, Section 2461.

PAUL J. FISHMAN
United States Attorney