2002R01415/LAN

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Crim. No. 03-_____
	:	
	:	
v.	:	18 U.S.C. §§ 371 & 2;
	:	21 U.S.C. §§ 331(a) and 333(a)(2)
	:	
JOHN VAN SICKELL	:	

INFORMATION

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

COUNT ONE

(Conspiracy to Commit Securities Fraud, Bank Fraud, Mail Fraud,
to Make False Statements to Auditors and to Introduce, or Cause the Introduction of,
Adulterated and Misbranded Food Into Interstate Commerce)

Suprema Specialties, Inc.

1. At all times relevant to this Information, Suprema Specialties, Inc. was a New York corporation with its corporate headquarters, and a processing plant, located in Paterson, New Jersey ("the Paterson plant"). Suprema had three wholly-owned subsidiaries at which it manufactured and processed cheese for sale: Suprema Specialties West, Inc., located in Manteca, California; Suprema Specialties Northwest, Inc., located in Blackfoot, Idaho; and Suprema Specialties, Northeast, Inc., located in Ogdensburg, New York (collectively referred to herein as "Suprema" or "the Company"). Suprema was engaged in the business of manufacturing, processing and distributing a variety of purportedly all natural cheese products throughout the United States and elsewhere. Suprema's products consisted primarily of mozzarella, ricotta and provolone cheeses and grated and shredded parmesan and romano cheeses. Suprema sold its

products to supermarkets and other retail establishments; food service industry distributors, which, in turn, sold the products to restaurants, hotels, and caterers, among others; and food manufacturers, which used the products in the preparation of prepared foods, such as frozen pizza.

2. In or about April 1991, Suprema held an initial public offering, issuing approximately 1,000,000 shares of common stock. Suprema's common stock was publicly traded on the over-the-counter market beginning in approximately April 1991. Commencing in or about March 1993 through in or about March 2002, Suprema's common stock was traded under the symbol "CHEZ" on the National Association of Securities Dealers Automatic Quotation National Market System (the "NASDAQ"), an electronic securities market administered by the National Association of Securities Dealers.

3. In or about mid-December 2001, Suprema's Chief Financial Officer ("CFO") and Controller both resigned. On or about December 21, 2001, Suprema issued a press release announcing the resignations and stating that Suprema was undertaking a review of its prior reported financial results. On that same day, the NASDAQ suspended trading on Suprema stock; trading on Suprema stock never resumed. On or about February 24, 2002, Suprema filed a voluntary petition for reorganization under Chapter 11 of the Bankruptcy Code, which was converted to a Chapter 7 liquidation shortly thereafter. On or about March 1, 2002, NASDAQ delisted Suprema's stock. Suprema and its subsidiaries are now defunct entities.

The Defendant

4. Between in or about November 1996 and in or about March 2002, defendant JOHN VAN SICKELL worked at Suprema's Paterson plant. From in or about November 1996 through in or about 2000, defendant JOHN VAN SICKELL was the Operations Manager of the Paterson plant. As Operations Manager, VAN SICKELL was responsible for running the day-to-day operations of the processing plant. In or about 2000, defendant JOHN VAN SICKELL was promoted to be Assistant to the Executive Vice President of Suprema. Defendant JOHN VAN SICKELL continued to work at Suprema until the Chapter 7 liquidation of Suprema in approximately March 2002 . At all times relevant to this Information, defendant JOHN VAN SICKELL was a resident of Passaic County, New Jersey.

The Securities and Exchange Commission and Suprema's Required Public Disclosures

5. At all times relevant to this Information, the Securities and Exchange Commission ("SEC") was an independent agency of the United States government which was charged by law with preserving honest and efficient markets in securities.

6. In order to sell securities to members of the public and maintain public trading of its securities in the United States, Suprema was required to comply with provisions of the federal securities laws, including the Securities Exchange Act of 1934 ("the Act"), and rules and regulations promulgated thereunder, that were designed to ensure that a company's financial and business information was accurately recorded and disclosed to members of the investing public. Among other things, these laws and regulations required Suprema to: (a) file with the SEC, prior to the sale of its shares to the public, a registration statement that described the Company's business and included financial statements audited by an independent accountant; (b) file with

the SEC annual financial statements audited by an independent accountant on Form 10-K and interim quarterly financial statements on Form 10-Q that disclosed its financial condition and the results of its business operations; (c) report non-recurring material events affecting the Company's business and financial condition; (d) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that the Company's transactions were recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") and other applicable criteria; and (e) make and keep books, records, and accounts that accurately and fairly reflected the Company's business transactions.

7. At all times relevant to this Information, the rules and regulations of the SEC required that a company whose stock was publicly traded prepare and disclose annual financial statements that had been audited by an independent public accountant. At all times relevant to this Information, Suprema employed the services of BDO Seidman ("BDO"), an independent accounting firm, to, among other things, perform an audit of the required financial statements. An audit by an independent public accountant included examining, on a test basis, evidence supporting the amounts and disclosures in a company's financial statements. One of the tests that an accountant performed to substantiate a company's accounts receivable was to request that the company's customers verify that the customers truly owed the amount reflected as an account receivable in the company's books and records. This procedure is known as "audit confirmation."

Suprema's Bank Loans

8. Commencing in or about February 1994, Suprema was a party to a series of revolving loan agreements with a bank, and later with a consortium of banks (referred to subsequently as "the bank(s)") as a means of financing its business (the "revolving loan agreements"). Most of the banks that were parties to the revolving loan agreements were insured by the Federal Deposit Insurance Corporation.

9. Each of the revolving loan agreements provided that Suprema could borrow against a certain percentage of its eligible accounts receivable (i.e., amounts it was owed by customers for sales to those customers) and a percentage of the book value of certain of its inventory. The percentage of accounts receivable that Suprema could borrow against varied under the revolving loan agreements, and ranged from 80% to 85%. The percentage of inventory against which Suprema could borrow also varied under the revolving loan agreements, and ranged from 35% to 60%.

10. The revolving loan agreements provided, among other things, that Suprema could not borrow against any invoice that was outstanding for more than ninety days and could not borrow on an invoice unless the product reflected on that invoice had, in fact, been shipped and delivered to the customer.

11. The revolving loan agreements also required Suprema to furnish the bank(s) on a monthly basis with an accounts receivable aging report and an accounts payable aging report, which listed the outstanding receivables and payables by date and customer, and an inventory report, which included a complete aggregate dollar value of all inventory held by Suprema for the previous month. The revolving loan agreements further required Suprema to provide a

Borrowing Base Certificate to the bank(s) each month listing the eligible receivables and inventory. Under the revolving loan agreements, the Borrowing Base Certificate had to include a certification by an officer of Suprema that the information provided to the bank(s) regarding its receivables and inventory was true and correct in all material respects.

12. To obtain cash under the revolving loan agreements, Suprema was required to deliver a Borrowing Notice to the bank(s), which set forth the amount of the loan requested and the requested borrowing date. Under the revolving loan agreements, each Borrowing Notice constituted a warranty and representation by Suprema that the accounts receivable against which it was borrowing under the Borrowing Notice were genuine, represented bona fide transactions completed in the ordinary course of business and were in all respects what they purported to be.

13. The revolving loan agreements further required that Suprema submit to the bank(s) all quarterly reports on Form 10-Q and all annual reports on Form 10-K substantially contemporaneously with their filing with the SEC and that the financial statements, as incorporated in those SEC filings, be prepared in accordance with GAAP.

14. Due to Suprema's seeming financial success, the bank(s) increased Suprema's credit line dramatically over the years. For example, under the initial revolving loan agreement with the bank(s) in 1994, Suprema could borrow up to a maximum of $6 million. By February 1996 the credit line had doubled to $12 million. The credit line was further increased to $20 million in January 1997, $35 million in December 1998, $55 million in September 1999, $85 million in March 2000, $111 million in December 2000 and $130 million in September 2001. By October 2001, Suprema could borrow, under the then-current revolving loan agreement, up to $140 million.

The Conspiracy

15. From at least 1996 through in or about January 2002, in the District of New Jersey and elsewhere, defendant

JOHN VAN SICKELL

and others known and unknown, did knowingly and willfully combine, conspire, confederate and agree with others to commit offenses against the United States, that is:

a. to use and employ, directly and indirectly, by the use of means and instrumentalities of interstate commerce, the mails, and the facilities of national securities exchanges, manipulative and deceptive devices and contrivances in contravention of Title 17, Code of Federal Regulations, Section 240.10b-5 ("Rule 10b-5"), in connection with the purchase and sale of Suprema securities, by (i) employing devices, schemes, and artifices to defraud; (ii) making untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (iii) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon investors, contrary to Title 15, United States Code, Sections 78j(b) and 78ff, and Rule 10b-5;

b. to devise a scheme and artifice to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to place and cause to be placed in authorized depositories for mail matter, and to take and

receive therefrom, matters and things to be sent and delivered by the Postal Service and by commercial interstate carriers, and to knowingly cause to be delivered by mail and such carriers according to the directions thereon and at the places at which they were directed to be delivered by the persons to whom they were addressed, such matters and things, contrary to Title 18, United States Code, Section 1341;

c. to execute a scheme and artifice to defraud financial institutions, and to obtain money and property owned by and under the custody and control of financial institutions by means of false and fraudulent pretenses, representations, and promises, contrary to Title 18, United States Code, Section 1344;

d. to, directly and indirectly, (a) make and cause to be made materially false and misleading statements; and (b) omit to state, and cause others to omit to state, material facts necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading to accountants in connection with (i) audits and examinations of the financial statements of Suprema, which was an issuer registered pursuant to Section 12 of the Securities Exchange Act of 1934, and which were required by law to be made; and (ii) the preparation and filing of documents and reports required to be filed with the SEC, contrary to Title 17, Code of Federal Regulations, Section 240.13b2-2 and Title 15, United States Code, Section 78ff; and

e. to introduce and deliver, or cause the introduction and delivery of, with the intent to defraud and mislead, adulterated and misbranded food, namely,

purportedly all natural grated cheese products, into interstate commerce, contrary to Title 21, United States Code, Sections 331(a) and 333(a)(2).

The Objects of the Conspiracy

16. It was a principal object of the conspiracy to falsely inflate Suprema's sales by creating false invoices and other documents to make it appear as if Suprema had sold and shipped product to certain of its customers, when it had not.

17. It was a further object of the conspiracy to record those bogus sales in Suprema's books and records and to present the fraudulently inflated sales and accounts receivable in documents submitted to the bank(s), to the SEC and to the investing public in order to obtain more money from the bank(s) pursuant to the revolving loan agreements and to make Suprema appear more successful and profitable to the bank(s) and the investing public than it actually was.

18. It was a further object of the conspiracy to fraudulently inflate the value of Suprema's inventory by relabeling imitation, or non-cheese, products as premium cheese, to make it appear as if Suprema had more valuable inventory than it actually had and then to misrepresent the value of Suprema's inventory in documents submitted to the bank(s), the SEC and the investing public.

19. It was a further object of the conspiracy to adulterate certain of Suprema's cheese products with various non-cheese ingredients in order to cut Suprema's costs and boost its profits while, at the same time, falsely claiming in statements to the bank(s), the SEC and the investing public that its cheese products were all natural and contained no additives, preservatives or fillers.

20. It was a further object of the conspiracy to cause the customer conspirators to whom the fraudulent invoices had been issued and sent to sign false audit confirmations, which were provided to Suprema's auditors, to conceal the fact that Suprema had recorded false and fictitious sales and accounts receivable on its books and records, as well as in documents submitted to the bank(s), the SEC and the investing public.

Means and Methods of the Conspiracy

21. Among the means and methods employed by defendant JOHN VAN SICKELL and his co-conspirators to carry out the conspiracy were those set forth in paragraphs 22 through 43 below.

Creation of Fictitious Sales

22. From at least 1996 through approximately January 2002, defendant JOHN VAN SICKELL and others at Suprema created fraudulent documents, including purchase orders, invoices and bills of lading, purportedly evidencing sales to Suprema customers, which sales either never took place, or took place for substantially less than the amounts reflected on the documents. Defendant JOHN VAN SICKELL, at the direction of and with the participation of Suprema management, created false purchase orders to make it appear as if certain of Suprema's customers, who had agreed to participate in the fraudulent scheme (collectively referred to as "the customer accomplices"), had ordered product from Suprema. VAN SICKELL, and others, subsequently created, and signed, bills of lading, and other documents, to make it appear as if the product purportedly ordered by the customers had been shipped. The creation of a false bill of lading resulted in the creation of a false invoice, which was sent – usually by U.S. mail – to the respective customer accomplice purportedly seeking payment for the fictitious shipment of

product. The creation of a fraudulent invoice caused a false sale and corresponding false account receivable to be reflected in the books and records of Suprema, which consequently led to an overstatement of revenue and assets in Suprema's financial statements.

23. The coconspirators submitted documents reflecting the false sales and accounts receivable to the bank(s) in order to obtain money from the bank(s) pursuant to the revolving loan agreements.

Fraudulent Circular Transactions

24. To conceal their fraud, the coconspirators devised a sophisticated scheme to make it appear that payment on the fraudulently inflated receivables had been received. Because the sales were either wholly fictitious or severely inflated, the customer accomplices were not going to – or could not afford to – pay the invoices sent by Suprema using their own money. Accordingly, the coconspirators at Suprema devised a way to provide the customer accomplices with money which they could use to appear to pay Suprema's fraudulent invoices. They did that by having companies related or in some manner affiliated with the customer accomplices ("the related companies") create fraudulent invoices, and often bills of lading, to Suprema, purportedly evidencing sales and shipments of product from those related companies to Suprema; in fact, these sales and shipments never took place. Suprema sent the related companies checks, often by Federal Express, in purported payment of those fraudulent invoices. Drawing on the monies from the checks Suprema had sent the related companies, the customer accomplices subsequently sent checks to Suprema, also often by Federal Express, to pay Suprema's fraudulent invoices to them. However, for at least one of the customer accomplices, which was

located in New Jersey, defendant JOHN VAN SICKELL often picked up the checks written in payment of Suprema's fraudulent invoices at the customer accomplice's offices.

25. These fraudulent circular paper transactions resulted in a flow of funds from Suprema to the related companies and from the customer accomplices back to Suprema. Typically, checks were sent from Suprema to the related companies in amounts greater than the corresponding checks sent from the customer accomplices to Suprema. The difference in the checks usually represented the commission of the customer accomplices and/or the related companies for participating in the fraudulent scheme. Funds for the checks sent by Suprema to the related companies were drawn on Suprema's line of credit, which increased as Suprema's accounts receivable grew.

26. Between 1996 and January 2002, more than $1.2 billion in total sales were entered on Suprema's books and records. Sales to the customer accomplices accounted for more than $800 million of Suprema's total sales during that period. More than $700 million of the $800 million in sales to the customer accomplices, or at least approximately 87%, were fabricated by the coconspirators.

Inflation and Relabeling of Suprema's Inventory

27. Between at least as early as 1999 and approximately January 2002, defendant JOHN VAN SICKELL, and others not named as defendants herein, also participated in a scheme to inflate the value of Suprema's inventory. This scheme enabled Suprema to borrow more money from the bank(s) under the revolving loan agreements, to conceal from Suprema's auditors and others the fraudulent invoicing scheme and to conceal the fact that Suprema possessed less inventory, or less valuable inventory, than it claimed to have in documents

submitted to the bank(s) and in its filings with the SEC. On various occasions from at least as early as 1999 through approximately January 2002, defendant VAN SICKELL, and at least one other, with the knowledge of and at the direction of Suprema management, met incoming trucks delivering imitation cheeses and other non-cheese products to Suprema or its outside warehouses and switched the product labels from ones correctly describing the contents of the deliveries to ones describing them as higher-priced real cheese. VAN SICKELL and at least one other also replaced the bills of lading that accompanied those shipments with ones that he and others created, which falsely stated that the product delivered was higher-priced real cheese, when it was, in fact, imitation cheese or a non-cheese product. The shipments of these products that were subsequently relabeled usually occurred in the months leading up to the end of Suprema's fiscal year.

28. The relabeled product was falsely recorded on Suprema's books and records as if it were the higher-priced real cheese, not the imitation cheese or other non-cheese product that it in fact was. Through this practice, the coconspirators caused Suprema to fraudulently inflate its inventory as reported in its books and records and in its financial statements.

29. As of approximately December 31, 2001, the books and records of Suprema indicated that Suprema possessed inventory worth more than $60 million. Much of that recorded inventory, although listed as real cheese, was actually imitation cheese or non-cheese products. The inventory, which the coconspirators had claimed was worth more than $60 million, was sold as part of the Chapter 7 liquidation of Suprema for less than $2 million.

Adulteration and Misbranding of Suprema's Grated Cheese Products

30. At various times relevant to this Information, defendant JOHN VAN SICKELL, as well as other individuals not named as defendants herein, at the direction of Suprema management, were adulterating certain cheese products to reduce the Company's costs and to boost profits. For example, Suprema employees regularly added imitation cheese products, which often consisted principally of food starch and partially hydrogenated soybean oil, as well as other fillers, to certain of Suprema's grated cheese products. Defendant JOHN VAN SICKELL, and others not named as defendants herein, were directed to add the non-cheese products in order to lower Suprema's costs and to increase its profits. VAN SICKELL and other Suprema employees prepared or were supplied with ingredient formulas, which set forth the amounts of real cheese and imitation cheese or non-cheese products, among other things, to add to create the grated product. The formulations varied depending on the amount per pound each prospective customer was willing to pay; the more the customer was willing to pay, the more real cheese was included in the finished product. The labels that were placed on the grated products failed to disclose the additives and fillers that were added and falsely represented that the products were all natural cheese.

False Representations to the Bank(s)

31. Between at least as early as 1996 and approximately January 2002, the coconspirators at Suprema submitted fraudulent Borrowing Base Certificates, fraudulent receivable aging and fraudulent inventory reports to the bank(s) to obtain more money from the bank(s) under the revolving loan agreements than Suprema was entitled to borrow. The

Borrowing Base Certificates, which were falsely certified as true and accurate usually by Suprema's CFO, as well as the aging and inventory reports, were false in that they included the fabricated sales to the customer accomplices and often the mislabeled and overvalued inventory.

32. Between at least as early as 1996 and approximately January 2002, the coconspirators at Suprema also regularly sent, or caused to be sent, Borrowing Notices to the bank(s) seeking funds pursuant to the revolving loan agreements, knowing that the accounts receivable and inventory against which Suprema was seeking to borrow had been fraudulently inflated.

33. Between at least as early as 1996 and approximately January 2002, the coconspirators at Suprema further falsely represented to the bank(s) that Suprema's financial statements were true and accurate in all material respects and that they had been prepared in accordance with GAAP, knowing that Suprema's financial statements included bogus sales and fraudulently inflated inventory.

False Statements in Suprema's Annual and Quarterly Filings

34. On various occasions relevant to this Information, Suprema, pursuant to its obligations under the federal securities laws and regulations, filed with the SEC quarterly reports on Form 10-Q and annual reports on Form 10-K, in which it detailed, among other things, the purported results of its business operations, its financial condition and performance and its business practices. Each of these filings incorporated Suprema's financial statements and contained material misstatements regarding Suprema's financial condition, its business practices and its past financial performance, among other things (these SEC filings are hereinafter referred to collectively as "the Financial Statements"). Suprema and its executive officers also

disseminated false financial information to members of the investing public in Company press releases and in statements made to securities industry analysts. As set forth above and below, Suprema's statements to the SEC, to its bank(s), to Suprema's auditors, and to members of the investing public were riddled with misrepresentations as part of a concerted and purposeful effort by officers at Suprema and others to mislead the bank(s) and the investing public into believing the Company was a vibrant and rapidly growing concern.

35. Through the fraudulent conduct described above, the coconspirators caused Suprema to report hundreds of millions of dollars in fraudulently inflated sales to the customer accomplices between 1996 and September 2001. The Financial Statements included false information concerning Suprema's accounts receivable, net sales and total assets, among other things. These false statements in the Financial Statements presented a materially false and misleading picture of Suprema's true financial and business condition, thereby operating as a fraud and deceit upon investors in Suprema's common stock.

36. The Financial Statements also falsely stated that they presented fairly Suprema's financial position and results of operations, that they had been prepared pursuant to the rules and regulations of the SEC and in accordance with GAAP, and that sales of cheese products were not recognized until the products were shipped.

37. The Financial Statements also falsely stated that Suprema's cheese products were "natural," and "contain[ed] no preservatives, additives, sweeteners, dehydrated fillers or artificial flavorings" and that Suprema was "in compliance with all laws and regulations governing its operations." The coconspirators at Suprema made such false statements, or caused such false statements to be made, at a time when employees at Suprema – with the knowledge and at the

direction of management – were adulterating and misbranding certain of Suprema's grated cheese products to reduce Suprema's costs and boost its profits, contrary to the law.

False Statements in Suprema's Registration Statements

38. In or about May 1996, August 2000, and September, October and November 2001, officers of Suprema caused Suprema to file with the SEC registration statements, and amendments thereto, in connection with three secondary offerings of common stock for sale to the public (the "Registration Statements"). The Registration Statements described the Company's business and included financial statements for several years prior to the respective offering of stock.

39. In or about June 1996, August 2000 and November 2001, the SEC declared Suprema's Registration Statements effective, which allowed the respective secondary offerings to occur. In the June 1996 secondary offering, Suprema sold 1,000,000 shares of common stock to members of the public at $5.50 per share, yielding total proceeds to Suprema, after the deduction of underwriting fees and commissions, of $5,010,000. In the August 2000 secondary offering, Suprema sold 1,100,000 shares of its common stock to members of the public at a cost of $8.00 a share, resulting in total proceeds to Suprema, after the deduction of underwriting fees and commissions, of $8,096,000. In the November 2001 secondary offering, Suprema sold 3,500,000 shares of common stock at $12.75 a share, yielding total proceeds to Suprema, after the deduction of underwriting fees and commissions, of $41,510,000.

40. The Registration Statements filed with the SEC in 1996, 2000 and 2001 falsely reported Suprema's accounts receivable, total net sales and total assets, among other things. As the coconspirators well knew, the accounts receivable, sales and total assets contained in the

Registration Statements were substantially overstated because of the fraudulent practices described above.

41. Each Registration Statement – like Suprema's annual and quarterly reports on Form 10-K and 10-Q – also falsely stated that Suprema's cheese was all natural and contained no "preservatives, additives, sweeteners, dehydrated fillers or artificial flavorings" and that Suprema was in compliance with all applicable federal, state and industry laws and regulations.

The Impact on the Price of Suprema's Common Stock

42. As a result of the false and misleading statements made by Suprema concerning its business and financial condition, its past financial performance, and its business practices, the price of Suprema's common stock was inflated artificially. In or about June 1996, when Suprema offered approximately 1,500,000 shares in a secondary offering, the shares were offered to the public at a price of $5.50 per share. In or about August 2000, when Suprema made its next stock offering, the stock was offered at approximately $8.00 per share. By November 2001, when Suprema made it third such offering, its common stock was offered at $12.75 per share, more than double what it had sold for five years earlier. By December 2001, just prior to NASDAQ's suspension of trading of Suprema stock, Suprema's common stock was trading as high as approximately $14.00 per share.

The False Audit Confirmations

43. In the course of the annual audit of Suprema's financial statements, officers and employees of Suprema directed and caused the customer accomplices to submit false audit confirmations to Suprema's auditors. The audit confirmations sought verification by the customer accomplices that legitimate sales had occurred and that the amounts reflected on

Suprema's financial statements as receivables were in fact due and owing by the customer accomplices. As the conspirators well knew, the sales and receivable figures set forth on the audit confirmations were false. The customer accomplices signed the false audit confirmations to conceal the fact that Suprema had recorded false and fictitious sales and accounts receivables on its books and records and consequently in its financial statements.

Overt Acts

44. In furtherance of the conspiracy and to effect its unlawful objects, defendant JOHN VAN SICKELL and others not named as defendants herein committed the following overt acts, among others, in the District of Jersey and elsewhere:

a. On or about April 16, 1999, defendant JOHN VAN SICKELL received a facsimile at the Paterson plant from an employee of a customer located in California referencing the dates of shipments to Suprema of imitation cheese.

b. On or about February 10, 2000, defendant JOHN VAN SICKELL signed a false bill of lading showing a non-existent shipment of 42,500 pounds of non-fat dry grated cheese to a company located in California.

c. On or about April 10, 2000, defendant JOHN VAN SICKELL signed a false bill of lading showing a non-existent shipment of 42,500 pounds of imported pecorino romano to a company in Canada.

d. On or about May 30, 2000, defendant JOHN VAN SICKELL signed a false bill of lading showing a non-existent shipment of 42,500 pounds of dry imported romano to a company in California.

e. On or about June 8, 2000, defendant JOHN VAN SICKELL signed a false bill of lading showing a non-existent shipment of 41,500 pounds of dry imported romano to a company located in New Jersey.

f. In or about November 2000, defendant JOHN VAN SICKELL scheduled out in his appointment book the number of fictitious sales that would be generated for six of Suprema's customers that month.

g. On or about June 4, 2001, defendant JOHN VAN SICKELL completed a false bill of lading describing the product that was delivered to an outside warehouse located in New Jersey as 17% lite domestic parmesan cheese, when it was in fact imitation cheese.

h. In or about September 2001, defendant JOHN VAN SICKELL scheduled out in his appointment book the number of fictitious sales that would be generated for six of Suprema's customers that month.

i. In or about November 2001, defendant JOHN VAN SICKELL scheduled out in his appointment book the number of fictitious sales that would be generated for six of Suprema's customers for the month of December 2001.

j. On or about January 7, 2002, defendant JOHN VAN SICKELL sent a copy of fraudulent purchase orders purportedly created by some of the customer accomplices via facsimile from the Paterson plant to an employee of Suprema who was located in California.

k. On or about January 10, 2002, defendant JOHN VAN SICKELL sent a facsimile to a refrigerated warehouse located in Port Elizabeth, New Jersey.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO

(Adulteration and Misbranding With Intent to Defraud)

45. The allegations contained in paragraphs 1 through 14 and 21 through 43 of Count One of this Information are hereby realleged as if set forth at length herein.

46. Between in or about 1996 and in or about January 2002, in the District of New Jersey and elsewhere, defendant

JOHN VAN SICKELL

and others not named as defendants herein, did knowingly, willfully, and with the intent to defraud and mislead, introduce and deliver for introduction into interstate commerce, and cause to be introduced and delivered, food, namely grated cheese product, that was adulterated and misbranded.

In violation of Title 21, United States Code, Sections 331(a) and 333(a)(2) and Title 18, United States Code, Section 2.

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CHRISTOPHER J. CHRISTIE
United States Attorney