

ORIGINAL

FILED-USDC-NDTX-DA
'24 SEP 10 AM 9:24
KMS

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA

v.

WAN JIN YOON (01)
a.k.a. "Sam Yoon"

NO.

3-24CR-377-S

FACTUAL RESUME

In support of Wan Jin Yoon's plea of guilty to the offense in Count One of the Information, Yoon, the defendant, Aaron Wiley, the defendant's attorney, and the United States of America (the government) stipulate and agree to the following:

ELEMENTS OF THE OFFENSE

To prove the offense alleged in Count One of the Information, charging a violation of 18 U.S.C. § 371 (18 U.S.C. §§ 1343 and 1346), that is, Conspiracy to Commit Honest Services Wire Fraud, the government must prove each of the following elements beyond a reasonable doubt:¹

- First:* That the defendant and at least one other person agreed to commit the crime of honest services wire fraud, as charged in the Information;
- Second:* That the defendant knew the unlawful purpose of the agreement and joined in it willfully, that is, with the intent to further the unlawful purpose; and

¹ Fifth Circuit Pattern Jury Instruction 2.15A (Conspiracy to Commit Offense, 18 U.S.C. § 371); *United States v. Njoku*, 737 F.3d 55, 68 (5th Cir. 2013) ("Section 371 requires proof of an overt act, which Section 1349 does not.")

Third: That at least one of the conspirators during the existence of the conspiracy knowingly committed at least one of the overt acts described in the Information, in order to accomplish some object or purpose of the conspiracy.

The elements of Honest Services Wire Fraud, a violation of 18 U.S.C. §§ 1343 and 1346, are as follows:²

First: That the defendant knowingly devised or intended to devise any scheme to deprive an employer, shareholders, citizens, or government agency, of the intangible right to honest services through soliciting and accepting of bribes;

Second: That the scheme to defraud employed false material representations, false material pretenses, false material promises, or concealment of fact;

Third: That the defendant transmitted or caused to be transmitted by way of wire, radio, or television communications, in interstate or foreign commerce, any writing, sign, signal, picture, or sound for the purpose of executing such scheme; and

Fourth: That the defendant acted with a specific intent to defraud.

STIPULATED FACTS

1. Wan Jin Yoon admits and agrees that beginning in or about Fall 2015 and continuing through in or about March 2021, in the Dallas Division of the Northern District of Texas and elsewhere, he, along with USPS Employee A, USPS Employee B, Contractor A, and Individual A, and other individuals known and unknown to the United States Attorney, did unlawfully, voluntarily, intentionally, and knowingly conspire, combine, confederate, and agree together and with each other to pay bribes to USPS

² Fifth Circuit Pattern Jury Instruction 2.57 (Wire Fraud: Money/Property Or Honest Services) (5th Cir. 2019); *United States v. Sanchez*, 502 F. App'x 375, 382 (5th Cir. 2012).

Employee A and USPS Employee B intending USPS Employee A and USPS Employee B to be influenced and rewarded in connection with the awarding of USPS service contracts, in violation of 18 U.S.C. §§1343 and 1346, all in violation of 18 U.S.C. § 371.

Background

2. Yoon agrees that Assured Trucking, Inc. (“Assured Trucking”) was a company based in Aurora, Colorado providing shipping and trucking services. Wan Yoon agrees that Assured Trucking was owned by Contractor A, a resident of Aurora Colorado.

3. Yoon agrees that he worked for Assured Trucking from at least 2015 to November 2018.

4. Yoon agrees that he started Postal Box Inc. (“Postal Box”), a company based in of Castle Rock, Colorado providing shipping and trucking services, in approximately November 2015.

5. Yoon agrees that USPS Employee A was a Senior Network Operations Analyst for United States Postal Service (“USPS”).

6. Yoon agrees that USPS Employee B was a Network Specialist for USPS.

7. Yoon agrees that Individual A was USPS Employee A’s sister.

Assured Trucking

8. Yoon admits that in or about Fall 2015, while Yoon was employed with Assured Trucking, Yoon conspired with Contractor A and USPS Employee A to help Assured Trucking obtain a USPS service contract in exchange for USPS Employee A receiving proceeds of the contract.

9. Specifically, Yoon admits that in Fall 2015, he met with Contractor A and USPS Employee A to discuss an opportunity for Assured Trucking to obtain a USPS service contract. Yoon agrees and admits that at that meeting, the three discussed how USPS Employee A would help Assured Trucking get the service contract in exchange for USPS Employee A receiving kickbacks.

10. Yoon admits that as part of the agreement, Yoon, Contractor A, and USPS Employee A understood that they would conceal the kickbacks to USPS Employee A from the government.

11. Yoon agrees and admits that shortly after this conversation, Yoon and Contractor A applied for a USPS service contract on behalf of Assured Trucking, and the USPS awarded Assured Trucking contract 800LC to provide shipping services during peak emergency season from December 1, 2015, through December 31, 2015.

12. Yoon agrees that Assured Trucking received approximately \$134,009.22 for contract 800LC.

13. Yoon agrees and admits that subsequently Yoon paid USPS Employee A approximately \$2,500. Yoon agrees and admits that Contractor A was aware of the payment to USPS Employee A.

14. Yoon agrees and admits that in approximately Summer 2017, USPS Employee A approached Yoon about awarding USPS service contracts to Assured Trucking. Yoon agrees that USPS Employee A notified Yoon that USPS Employee A wanted half of what Yoon would be paid from Contractor A for the USPS contract payment. Yoon agrees and admits he notified Contractor A of that request.

15. Yoon agrees and admits that he and Contractor A applied for USPS service contracts on behalf of Assured Trucking, and, in approximately December 2017, USPS awarded contract 800ZV to Assured Trucking to provide shipping services for the Denver Postal Distribution Center and elsewhere from approximately December 2017 through February 2018. Yoon admits that USPS ultimately extended the contract through June 2018.

16. Yoon agrees that from approximately January 30, 2018, through July 2, 2018, USPS paid Assured Trucking approximately \$1,819,767.87 for contract 800ZV.

17. Yoon admits that sometime in the Spring 2018, Yoon met with Contractor A and USPS Employee A. During that meeting, Yoon agrees and admits that USPS Employee A stated that Contractor A needed to pay him more money otherwise Assured Trucking would not receive anymore USPS contracts. Yoon agrees that USPS Employee A also threatened to audit Assured Trucking for previous USPS contracts.

18. Following the Spring 2018 meeting, Yoon agrees and admits that between May 4, 2018 and June 29, 2018, Contractor A made approximately \$322,663.85 in payments to Yoon with the intention that Yoon pay a portion of those funds to USPS Employee A.

19. Yoon admits that on or about August 15, 2018, Yoon directed a payment for approximately \$50,000 to USPS Employee A. Specifically, Yoon admits that USPS Employee A directed Yoon to pay USPS Employee A by sending money to USPS Employee A's sister, Individual A. Yoon admits that he wrote a check to Individual A

for \$50,000 with the understanding that Individual A would forward that money to USPS Employee A.

20. Yoon further admits that he and USPS Employee A agreed to make the payment through Individual A to conceal the source and nature of the payment from the government.

Postal Box

21. Yoon admits that beginning in approximately Fall 2018, Yoon conspired with USPS Employee A and USPS Employee B to have the USPS officials help Postal Box obtain a USPS contract in exchange for USPS Employee A and USPS Employee B receiving proceeds of the contract.

22. Yoon admits that as part of the agreement, Yoon and USPS Employee A understood that they would conceal the kickbacks to USPS Employee A from the government.

23. Yoon agrees and admits that he applied for USPS service contracts on behalf of Postal Box, and, in approximately November 2018, the USPS awarded two separate contracts, 800N5 and 800N7, to Postal Box to provide shipping services for the Denver Postal Distribution Center and elsewhere from approximately December 2018 through June 2020. USPS ultimately extended both contracts through June 2022.

24. Yoon agrees that from approximately January 2019 through October 2021, USPS paid Postal Box approximately \$12,180,862.48 for services provided under contracts 800N5 and 800N7.

25. Yoon agrees and admits that from approximately February 2019 through January 2020 Yoon paid USPS Employee A approximately \$120,000 in cash.

26. Yoon further admits that from approximately July 2019 through July 2020, Yoon, at the direction of USPS Employee A, paid Individual A approximately \$971,000 for the benefit of USPS Employee A. Yoon further admits that from approximately March 2020 to February 2021, Yoon, at the direction of USPS Employee A, paid Individual A's associate \$72,000, for the benefit of USPS Employee A. Yoon agrees and admits that he and USPS Employee A made the payments to Individual A to conceal the kickback to Contractor A from the government.

27. Specifically, Yoon agrees and admits that on or about July 9, 2019, Yoon knowingly transmitted or caused to be transmitted by means of wire and radio communication in interstate commerce, certain writings, signs, signals, pictures and sounds, to wit a wire transfer in the amount of \$100,000 from Postal Box's Wells Fargo Dallas, TX account ending in 2116 to Individual A's JP Morgan Chase Aurora, Colorado account ending in 9091 via out-of-state financial institution servers.


28. Yoon agrees and admits that from approximately January 2020 through May 2020, he paid USPS Employee B approximately \$5,000 in cash via an employee of Postal Box.

29. Yoon agrees and admits that he made the payments directly to and/or for the benefit for USPS Employee A and USPS Employee B in return for USPS Employee A and USPS Employee B directing the USPS service contracts to Postal Box.

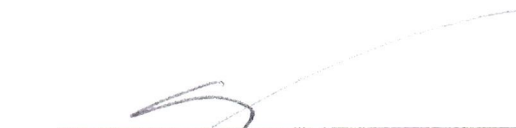
30. In addition, Yoon admits that he deposited \$380,000.00 in fraudulently obtained proceeds of the offense into Charles Schwab Investments Account 3484-3595 and purchased a 2020 Tesla, Vehicle Identification Number (VIN) 5YJYGDEF1LF025563 with the fraud proceeds related to the offense.

31. The defendant agrees that the defendant committed all the essential elements of the offense. This factual resume is not intended to be a complete accounting of all the facts and events related to the offense charged in this case. The limited purpose of this statement of facts is to demonstrate that a factual basis exists to support the defendant's guilty plea to Count One of the Information.

AGREED TO AND STIPULATED on this 6th day of September, 2024.



WAN JIN YOON
Defendant



AARON WILEY
Attorney for Defendant

LEIGHA SIMONTON
UNITED STATES ATTORNEY



MARTY BASU
Assistant United States Attorney
Illinois State Bar No. 6302360
JOSHUA DETZKY
Assistant United States Attorney
New Jersey Bar No. 037172011
1100 Commerce Street, Third Floor
Dallas, TX 75242
Tel: 214-659-8600
Fax: 214-659-8812
Email: marty.basu@usdoj.gov