

USAO# 2021R00424/BC

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

AT 8:00
CLERK, U.S. DISTRICT COURT - DNJ

UNITED STATES OF AMERICA

Hon. William J. Martini

v.

Crim. No. 25-194

JANET BERNAL,

Count One

a/k/a "Rocky,"

18 U.S.C. § 1349

a/k/a "Rocky G,"

(Wire Fraud Conspiracy)

a/k/a "Rocky Gee,"

a/k/a "RockyG-Kruella"

Counts Two through Six

18 U.S.C. § 1343

18 U.S.C. § 2

(Wire Fraud)

INDICTMENT

The Grand Jury in and for the District of New Jersey, sitting at Newark, charges as follows:

COUNT ONE

(Conspiracy to Commit Wire Fraud)

Overview of the Scheme

1. From in and around June 2020 through in and around August 2024, the Defendant Janet Bernal ("BERNAL"), a resident of San Antonio, Texas, orchestrated a large-scale scheme to produce and sell fraudulent, counterfeit coupons for use by purchasers at retail stores throughout the United States, including large pharmacies and grocery stores. In furtherance of her scheme, BERNAL offered counterfeit coupons through a monthly fee-based subscription group that was available on a commonly used Internet cloud-based messaging application (the "Application").

2. Members subscribed to the group, paid a monthly fee, and then had unlimited access to numerous types of counterfeit coupons that BERNAL posted for download on the Application. Members paid the monthly fee to mobile cash accounts directly associated with BERNAL. Over the span of the scheme, members downloaded thousands of counterfeit coupons and redeemed them at retail stores throughout New Jersey and elsewhere. In total, the loss to the retail stores and to the manufacturers (collectively, the “Victims”) whose products were covered by the counterfeit coupons was in excess of approximately \$17 million.

Relevant Background

3. At all times relevant to this Indictment:

Background on Coupons and Definitions

a. A coupon is a full-color, rectangular paper voucher that is created and distributed by manufacturers of products (e.g., household items like diapers and laundry detergent), and redeemed at the registers in the checkout area of participating retail stores.

b. Authentic coupons are issued by manufacturers and retailers through a restricted program and are not available through Internet chat groups by subscription or purchase price.

c. Coupons have a set discounted value and are redeemed by the retailer when a consumer purchases a product covered by the coupon. Each coupon has a scannable barcode that contains information regarding, among other data, the value of the discount, manufacturer and product specifications, and the coupon expiration date.

d. Counterfeit coupons have a fake scannable barcode, created by a “coder,” who electronically creates the fake barcode, which is applied to the counterfeit coupon prior to redemption.

e. Typically, once redeemed by the purchasers, the coupons are sent to clearinghouses, which scan the coupon’s barcode, and determine whether the coupon is authentic or counterfeit by examining the data contained in the bar code.

f. For counterfeit coupons, the participating retailers incur the initial loss (the value of discount applied at the register at the time of purchase). Ultimately, the loss to the retailers for the redemption of counterfeit coupons is shared by the retailers, manufacturers, and/or clearinghouses.

Individuals and Entities

g. Co-conspirator-1, who resided in Michigan, was a coder who provided fraudulent barcodes to BERNAL for use on counterfeit coupons.

h. Company-1 and Company-2 (collectively, the “Clearinghouses”) were companies hired by participating retailers and manufacturers to track the redemption of coupons, determine their authenticity, and calculate the losses caused by the redemption of counterfeit coupons.

i. “Victim-1” was a national pharmacy chain located in New Jersey and elsewhere that sold household items.

j. “Victim-2” was a national grocery chain located in New Jersey and elsewhere that sold household items.

k. Darkside Jungle (the “Chat Group”) was a subscription-based Internet chat group BERNAL created and controlled that was accessible through the

Application. The Application allowed subscribers, who paid a monthly fee via certain mobile cash services, including Payment Service-1 and Payment Service-2, to access the Chat Group and electronically download an unlimited number of counterfeit coupons that could be used at, among other locations, Victim-1 and Victim-2 stores in New Jersey and throughout the country. In or around June 2021, BERNAL changed the name of the Chat Group to “Perfectly Imperfect,” which offered the same services under the same paid subscription-based model.

The Conspiracy

4. From at least in and around June 2020 through in and around August 2024, in the District of New Jersey, and elsewhere, the defendant,

**JANET BERNAL,
a/k/a “Rocky,”
a/k/a “Rocky G,”
a/k/a “Rocky Gee,”
a/k/a “RockyG-Kruella,”**

knowingly and intentionally conspired and agreed with others to devise and intend to devise a scheme and artifice to defraud and to obtain money and property from the Victims by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing and attempting to execute such scheme and artifice, did knowingly transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, contrary to Title 18, United States Code, Section 1343.

Goal of the Conspiracy

5. It was the goal of the conspiracy for BERNAL, Co-conspirator-1, and others to fraudulently enrich themselves by creating and selling counterfeit coupons that were redeemed at retail stores throughout the United States, including New Jersey.

Manner and Means of the Conspiracy

6. It was part of the conspiracy that:
- a. From in and around June 2020 through in and around August 2024, BERNAL, Co-conspirator-1, and others orchestrated a scheme to produce and sell fraudulent, counterfeit coupons for use by Chat Group subscribers.
 - b. In furtherance of the conspiracy, BERNAL charged subscribers a monthly fee to join the Chat Group, which they paid BERNAL through Payment Service-1 and Payment Service-2. Once subscribed, subscribers had unlimited access to numerous types of counterfeit coupons that BERNAL posted for download on the Application.
 - c. At BERNAL's instruction, Co-conspirator-1 created and provided to BERNAL counterfeit coupons containing fake barcodes. BERNAL then posted the counterfeit coupons for download in the Chat Group.
 - d. Many of those counterfeit coupons were subsequently redeemed at retail stores associated with the Victims in New Jersey and elsewhere in the United States.
 - e. During the scheme, an undercover law enforcement agent (the "U/C") subscribed to BERNAL's Chat Group.

f. From in and around June 2020 through in and around August 2024, the U/C paid subscription fees to BERNAL electronically through Payment Service-1 and Payment Service-2, beginning with an initiation fee of approximately \$75 to join the Chat Group, followed by fees of approximately \$50 per month for continued membership and unlimited access to the counterfeit coupons.

g. While subscribed to the Chat Group, the U/C downloaded approximately 7,600 counterfeit coupons from the Application, all of which were counterfeit and contained fake barcodes.

h. In total, the redemption of BERNAL's counterfeit coupons caused approximately \$17.8 million in losses to over 150 Victims.

In violation of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH SIX
(Wire Fraud)

1. Paragraphs 1, 2, 3, 5, and 6 of Count One of this Indictment are re-alleged here.

2. On or about the dates listed below, in the District of New Jersey, and elsewhere, the defendant,

**JANET BERNAL,
a/k/a “Rocky,”
a/k/a “Rocky G,”
a/k/a “Rocky Gee,”
a/k/a “RockyG-Kruella,”**

knowingly and intentionally devised and intended to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing and attempting to execute such scheme and artifice, did knowingly transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, the following writings, signs, signals, pictures, and sounds, each constituting a separate count of this Indictment:

Count	Approximate Date	Description
2	March 31, 2024	Wire communication between BERNAL located in Texas and the U/C located in New Jersey via the Application regarding a payment of an April 2024 membership fee.
3	May 1, 2024	Wire communication between BERNAL located in Texas and the U/C located in New Jersey via the Application regarding a payment of a May 2024 membership fee.

4	June 3, 2024	Wire communication between BERNAL located in Texas and the U/C located in New Jersey via the Application regarding a payment of a June 2024 membership fee.
5	June 27, 2024	Wire communication between BERNAL located in Texas and the U/C located in New Jersey via the Application regarding a payment of a July 2024 membership fee.
6	July 30, 2024	Wire communication between BERNAL located in Texas and the U/C located in New Jersey via the Application regarding a payment of an August 2024 membership fee.

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

FORFEITURE ALLEGATION

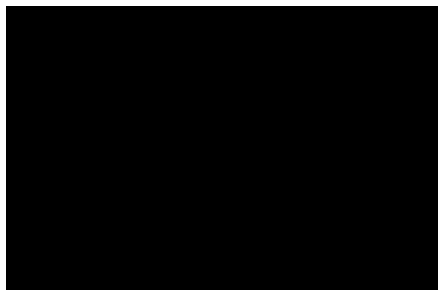
Upon conviction of the offenses charged in Counts One through Six of this Indictment, defendant JANET BERNAL shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), all property, real and personal, that the defendant obtained that constitutes or is derived from proceeds traceable to the commission of such offenses, and all property traceable to such property.


Substitute Assets Provision

If any of the property described above, 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(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of such defendant up to the value of the forfeitable property described in paragraph 1.





ALINA HABBA
United States Attorney

CASE NUMBER: 25-194

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

UNITED STATES OF AMERICA

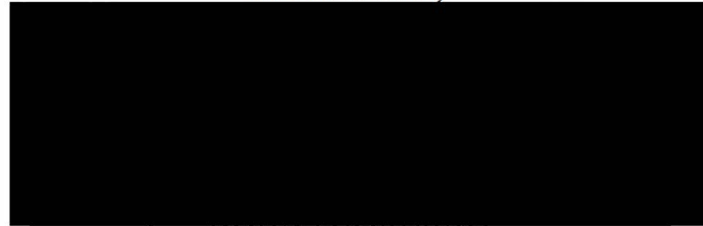
v.

JANET BERNAL

INDICTMENT FOR

**18 U.S.C. § 1349
18 U.S.C. § 1343
18 U.S.C. § 2**

A True Bill,



**UNITED STATES ATTORNEY
FOR THE DISTRICT OF NEW JERSEY**

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