

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	Criminal No. 26cr10119
)	
v.	)	Violations:
)	
PATRICK VAN COTT,	)	<u>Count One:</u> Theft Concerning Programs
	)	Receiving Federal Funds
Defendant	)	(18 U.S.C. § 666(a)(1)(A))
)	
	)	<u>Counts Two-Three:</u> Wire Fraud
	)	(18 U.S.C. § 1343)
)	
	)	<u>Forfeiture Allegations:</u>
	)	(18 U.S.C. § 981(a)(1)(C) and
	)	28 U.S.C. § 2461(c))

INFORMATION

At all times relevant to this Information:

General Allegations

1. The defendant, PATRICK VAN COTT (VAN COTT), was a resident of Sandwich, Massachusetts.
2. Between December 2003 and June 2025, VAN COTT was employed as the Director of Food Services with the Plymouth Public Schools.

The National School Lunch Program

3. The National School Lunch Program (NSLP) is a federally assisted meal program operating in public schools. It provides nutritionally balanced, low-cost or free lunches to children each school day. The U.S. Department of Agriculture’s (USDA) Food and Nutrition Service (FNS) administers the NSLP at the Federal level.

4. At the State level, NSLP is administered by State agencies, which operate NSLP through agreements with school food authorities. In Massachusetts, the Department of Elementary and Secondary Education (DESE) administers the NSLP on behalf of the USDA.

5. The NSLP is a claim-based program. That is, school districts report the number of meals fed to students each day to the DESE, and the DESE reimburses the school districts for the reported number of meals. This data is typically collected through a school meal point of sale system which captures each student that receives food each day. School districts send this invoiced information to the DESE, and then the DESE releases both USDA funds and State funds back to the school district to cover the costs of those student meals.

6. In Massachusetts, meals for all students are free. The USDA pays some portion of every meal. Specifically, the USDA pays one hundred percent of the cost for children who qualify to get meals for free based on low income, and it pays smaller amounts for children who qualify to get meals at a reduced rate based on lower income and for children who do not qualify for the reduced rate (*i.e.*, children of higher earners). The DESE reimburses the school districts for the amount the USDA does not cover for each student.

Plymouth Public Schools Food Services

7. The Plymouth Public School system is comprised of 12 schools, including eight elementary schools, two middle schools, and two high schools, all located in Plymouth, Massachusetts.

8. The Plymouth Public Schools operate a school meal point of sale system and report to the DESE the number of students that receive food from its schools. The DESE then releases both USDA funds and State funds back to the Plymouth Public Schools' revolving fund to cover the costs of those student meals.

9. The Plymouth Public Schools pays for cafeteria equipment, payroll for cafeteria workers and food purchases through its cafeteria revolving fund, which is funded by the Federal and State funds paid by the DESE for reimbursable meals. The fund is revolving, in that the account carries forward any unspent funds from year to year, allowing the balance to accumulate regardless of how the revenue is received.

10. In each of the calendar years 2021 through 2025, the Plymouth Public Schools received more than \$10,000 in NSLP benefits from the USDA. In the calendar year 2020, the Plymouth Public Schools received more than \$10,000 in federal COVID relief funds provided to school districts to respond to the COVID-19 pandemic.

VAN COTT's Employment

11. Between approximately 2003 and 2025, as the Director of Food Services, VAN COTT was responsible for ordering food, cafeteria supplies and equipment for the Plymouth Public Schools.

12. In addition to working for the Plymouth Public Schools, VAN COTT operated a seasonal business called the "Snack Shack" on Sandy Neck Beach in Barnstable, MA beginning in approximately 2014. The menu for the Snack Shack included, among other items, ham sandwiches, turkey sandwiches, and hamburgers:

- a. In or around November 2023, VAN COTT caused the Plymouth Public Schools to pay approximately \$3,832 for two 12-inch hot plates which he used at his Snack Shack until they were seized by the Plymouth Police Department in June 2025.
- b. In or around June 2024, VAN COTT caused the Plymouth Public Schools to pay approximately \$2,200 for a single door solid top mount refrigerator. When the vendor asked VAN COTT, “Where’s it going and where and I billing,” VAN COTT texted the vendor, “590 Sandy Neck Rd. W. Barnstable” (*i.e.*, the address for the Snack Shack) and then “Billing to Plymouth public schools.” VAN COTT used the refrigerator at the Snack Shack until June 2025, when it was seized by the Plymouth Police Department.
- c. In or around November 2024, VAN COTT caused the Plymouth Public Schools to pay approximately \$3,950 for an Atosa brand two-door freezer to replace a freezer at the Plymouth South Middle School that had become inoperable and needed a new mechanical part and professional service. In the meantime, VAN COTT arranged for the old freezer to be repaired, removed the new Atosa freezer from school property during the April 2025 school vacation week, and used the new Atosa freezer at his Snack Shack until June 2025, when it was seized by the Plymouth Police Department.
- d. In or around March 2025, VAN COTT caused the Plymouth Public Schools to pay approximately \$2,268.99 for an undercounter refrigerator which he used at his Snack Shack until it was seized by the Plymouth Police Department in June 2025.

- e. In or around April 2025, VAN COTT caused the Plymouth Public Schools to pay approximately \$250 for an Atosa Overshelf, approximately \$1,700 for a 27-inch standard top sandwich prep table, and approximately \$850 for a half-size convection oven, all of which he used at his Snack Shack until they were seized by the Plymouth Police Department in June 2025.
- f. In or around May 2025, VAN COTT caused the Plymouth Public Schools to pay approximately \$112.08 for two hanging chalk boards, which he used at his Snack Shack until they were seized by the Plymouth Police Department in June 2025:



15. As part of his scheme to defraud, in or around May 2024, VAN COTT asked an equipment vendor for a quote for three items: a 24-inch griddle, a chargrill (outside grill), and a fryolator. The total cost for the three items was approximately \$3,350, and VAN COTT falsely told the vendor that the items would be used for a student project. Sometime after VAN COTT picked up the three items from the vendor’s warehouse, VAN COTT falsely told the vendor that VAN COTT had not gotten approval for the items, but that he could not return the items because they had already been used. VAN COTT asked the vendor to do him a “favor,” and prepare a false invoice to make it appear that VAN COTT ordered a different piece of equipment for \$3,350. The vendor prepared a false invoice which listed a two-door top mount refrigerator and a disposal fee totaling \$3,600, and emailed the false invoice to VAN COTT. VAN COTT

submitted the false invoice to the Plymouth Public Schools for payment to the vendor from the revolving fund.

16. As part of his scheme to defraud, between 2014 and 2025, VAN COTT took food purchased with the Plymouth Public Schools' cafeteria revolving fund and sold the food in his Snack Shack. For example:

- a. Every summer starting in approximately 2014, VAN COTT directed Plymouth Public Schools cafeteria workers to slice at least nine pounds of deli turkey and four and one-half pounds of deli ham once or twice per week, package the deli meats in plastic one-gallon sized bags, and place the bags in boxes labeled with his initials, "PVC," in a Plymouth Public Schools food services refrigerator. VAN COTT retrieved the boxes and sold the deli meats in various menu items at his Snack Shack.
- b. In or around May 2024, VAN COTT caused the Plymouth Public Schools to pay \$3,199.20 to Whittier Farms in Sutton, MA for eight cases of premium burger patties. The burger patties could not have been used by the Plymouth Public Schools because they were delivered raw, and the school cafeteria only served pre-cooked burger patties. In fact, VAN COTT intended to and did sell the burger patties in menu items at his Snack Shack.
- c. Every summer starting in approximately 2014, VAN COTT collected condiments, diced chicken, hot dogs, cooking oil, snacks, paper goods, coffee, food products and other miscellaneous items paid for by the Plymouth Public Schools or supplied by the USDA, then used and sold those items at his Snack Shack.

COUNT ONE
Theft Concerning a Program Receiving Federal Funds
(18 U.S.C. § 666(a)(1)(A))

The United States Attorney alleges:

17. The United States Attorney re-alleges and incorporates by reference paragraphs 1-16 of this Information.

18. From in or about 2020 through in or about 2025, in the District of Massachusetts, and elsewhere, the defendant,

PATRICK VAN COTT,

being an agent of an organization, namely, the Plymouth Public Schools, embezzled, stole, obtained by fraud and otherwise without authority knowingly converted to the use of a person other than the rightful owner and intentionally misapplied property valued at \$5,000 or more, which included goods, services, labor and funds, that was owned by, and was under the care, custody, and control of such organization, the Plymouth Public Schools, which received benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan guarantee, insurance or other form of Federal assistance in any one-year period between 2020 and 2025.

All in violation of Title 18, United States Code, Section 666(a)(1)(A).

COUNTS TWO AND THREE
Wire Fraud
(18 U.S.C. § 1343)

The United States Attorney further alleges:

19. The United States Attorney re-alleges and incorporates by reference paragraphs 1-16 of this Information.

20. From in or around 2020 through in or around 2025, in the District of Massachusetts, the defendant,

PATRICK VAN COTT,

having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing the scheme to defraud, as set forth below:

Count	Approximate Date	Description
2	November 10, 2023	Email from vendor to VAN COTT with subject "hot plate"
3	June 5, 2024	Email from vendor to VAN COTT with subject "invocie 1543" [sic]

All in violation of Title 18, United States Code, Section 1343.

FORFEITURE ALLEGATIONS

The United States Attorney further alleges:

21. Upon conviction of one or more of the offenses in violation of Title 18, United States Code, Sections 666 and 1343 set forth in Counts One through Three, the defendant,

PATRICK VAN COTT,

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), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses.

22. If any of the property described in Paragraph 21, above, as being forfeitable pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), 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 intention of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property described in Paragraph 21 above.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

LEAH B. FOLEY
United States Attorney

By: /s/Kristina E. Barclay
KRISTINA E. BARCLAY
Assistant United States Attorney

Dated: April 22, 2026