

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

RECEIVED  
AUG 14 2019  
JOEL SCHNEIDER  
U.S. Magistrate Judge

UNITED STATES OF AMERICA : Criminal No. 19-567 (RBT)  
v. :  
CHRISTOPHER G. GLYNN : 18 U.S.C. § 1343, § 1956 (i)(1)(B),  
§ 1957, and § 2

**INDICTMENT**

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

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DISTRICT OF NEW JERSEY  
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**COUNTS ONE THROUGH SEVEN**  
**(WIRE FRAUD)**

**Background and Relevant Parties and Entities**

1. At all times relevant to this Indictment:
  - a. Defendant CHRISTOPHER G. GLYNN (“defendant GLYNN”) resided in California and managed and controlled several entities (the “Glynn Entities”).
  - b. The Glynn Entities included, among others, U.S. Grant Distribution Group LLC (“USGDG”) (an organization incorporated on or about August 22, 2014, by defendant GLYNN and other individuals), also doing business as U.S. Grant & Trust (USG&T); PG Philanthropic Initiative, LLC, also doing business as “PG Philanthropic”; “Perrarus Global Philanthropic Initiative LLC” (“PGPI”); and Perrarus Global LLC (an organization incorporated on or about September 10, 2014, by defendant GLYNN). Some of the Glynn Entities

maintained bank accounts, which defendant GLYNN controlled, at Wells Fargo Bank.

c. "Trust A" was a purported international trust, purportedly funded, according to defendant GLYNN, with several billion dollars, with which defendant GLYNN claimed affiliation.

d. Victim-1 was a resident of Vineland, New Jersey. Victim-1 maintained an IRA account at Fidelity Investments.

e. Victim-2 was Victim-1's spouse. Victim-2 was a resident of Vineland, New Jersey. Victim-2 maintained a checking account at Quorum Federal Credit Union.

f. "Foundation A" was a non-profit organization that Victim-1 incorporated on or about September 26, 2014. Victim-1 incorporated Foundation A to honor Victim-1's deceased sibling, and Victim-1 hoped to use Foundation A to help or shelter animals.

2. From on or about August 16, 2014 to on or about December 29, 2014, defendant GLYNN engaged in a fraudulent scheme, pursuant to which he, using the Glynn Entities, fraudulently obtained \$200,000 in investment loans from Victim-1 and Victim-2 (collectively the "Victims"). To execute that scheme, defendant GLYNN falsely represented to the Victims, among other things, that defendant GLYNN would use the \$200,000 for business and legal expenses related to Trust A, USG&T, Foundation A, USGDG, and related business or philanthropic entities; that Trust A would guarantee the \$200,000 in investment loans; that the investment loans would generate specific returns

on a preset timetable; and that Victim-1 could use the returns to fund Foundation A and the creation of an animal shelter to honor Victim-1's deceased sibling. However, contrary to his false and fraudulent representations, defendant GLYNN and his associates misappropriated the majority of the Victims' money for defendant GLYNN's own personal expenses and other uses unrelated to any charitable or business purpose the Victims sought to advance and defendant GLYNN promised to achieve. The Victims received no returns on their \$200,000 loan and never received their money back.

3. Defendant GLYNN made additional material misrepresentations to Victim-1 to obtain access to credit card accounts controlled by Victim-1. These misrepresentations induced Victim-1 to open several credit card accounts in the names of Foundation A and/or PG Philanthropic, and to cause the credit cards to be issued in the names of defendant GLYNN and his associates. Defendant GLYNN falsely represented to Victim-1 that these credit cards would be used only to further the formation of the animal shelter in memory of Victim-1's deceased sibling and for necessary business expenses related to the Victims' \$200,000 investment. Contrary to those representations, defendant GLYNN and his associates incurred approximately \$78,000 in personal or other expenses and late fees on the credit cards and made no payments toward these expenses and fees.

**THE SCHEME AND ARTIFICE TO DEFRAUD**

4. From on or about August 16, 2014 to on or about December 29, 2014, in Cumberland County, in the District of New Jersey, and elsewhere, defendant

CHRISTOPHER G. GLYNN

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud Victim-1 and Victim-2, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme and artifice was in substance as set forth below.

**OBJECT OF THE SCHEME AND ARTIFICE TO DEFRAUD**

5. The object of the scheme and artifice to defraud was for defendant GLYNN to fraudulently obtain money and fraudulently obtain access to credit card accounts by inducing the Victims to invest \$200,000, in the form of a business development loan, with an entity that defendant GLYNN controlled, and by inducing Victim-1 to give defendant GLYNN and his associates access to credit card accounts that Victim-1 opened, all under false pretenses.

**MANNER AND MEANS OF THE SCHEME AND ARTIFICE TO DEFRAUD**

**Fraudulent Business Development Loan**

6. It was part of the scheme and artifice to defraud that in early 2014, defendant GLYNN learned that Victim-1's sibling passed away and that Victim-1's sibling had previously worked at a "no-kill" animal shelter.

7. It was further part of the scheme and artifice to defraud that defendant GLYNN told Victim-1 that defendant GLYNN belonged to a trust,

USG&T, that could help fund a foundation to honor Victim-1's sibling's memory. Defendant GLYNN further claimed that he was the managing partner of USG&T, and that USG&T also included various associates.

8. It was further part of the scheme and artifice to defraud that over the next several months, defendant GLYNN spoke to the Victims over the telephone and also stayed, for a period of time, at the Victims' home in Vineland, New Jersey.

9. It was further part of the scheme and artifice to defraud that defendant GLYNN convinced Victim-1, through materially false and fraudulent representations, to invest \$200,000 in what defendant GLYNN called a "Business Development Loan" ("BDL") with USGDG.

10. It was further part of the scheme and artifice to defraud that on or about August 19, 2014, defendant GLYNN sent an email to Victim-1 with the Subject header "HIGHEST PRIORITY #88999 – 180 DAY USGDG BUSINESS DEVELOPMENT LOAN OFFER." Defendant GLYNN attached two .pdf documents to this email, which were labeled "USGDG Corporate Profile" and "USGDG Offer/Terms Sheet." In this email, defendant GLYNN identified himself as the "Senior Managing Partner" of USGDG and offered Victim-1 an "opportunity" to place \$200,000 with USGDG "in the form of a 180 days [sic] Business Development Loan (BDL)." Defendant GLYNN also made a series of material false representations in this email including:

a. "I can tell you it will be the safest money you will ever place as its [sic] guaranteed by the largest Trust on the planet."

b. "[T]he majority of the return will be put to work for worthy projects and efforts, such as your desire to assist your shelter."

c. The USGDG is "a partnership of Texas & California businessmen, who officially and legally represent [Trust A], which is seeking to Gift/Grant EACH of the 50 United States, initially \$6b (SIX BILLION UNITED STATES DOLLARS) up to as much as \$20+b (TWENTY BILLION UNITED STATES DOLLARS) over 7 years, with no strings attached. The purpose of this Grant/Gift is very simple and straightforward; to aide in the economic recovery of each of the individual US States, as well as the United States of America as a whole."

d. "The opportunity we are offering, again is to Friends and Family ONLY and the BDL funds raised will be used to facilitate the disbursement of these Grants/Gifts. Specifically, BDL funds will be used for development and operational expenses associated with USGDG work and responsibilities to [Trust A], to include but not limited to use as follows: Legal Fees, Salaries, Travel, Office Development, Office Equipment, Computers, Lap Tops, Phones, Web Development and other expenses deemed acceptable to USGDG to facilitate/ expedite the distribution of [Trust A]'s grant funds."

e. This was "a once in a lifetime opportunity" that "will fund [Victim-1's] shelter for 7 years."

11. It was further part of the scheme and artifice to defraud that on or about August 20, 2014, defendant GLYNN sent an email to Victim-1 with the Subject header "REDACTED\_#999 [Victim-1] & ASSOCIATES\_USGDG BDL

OFFER.pdf. Defendant GLYNN attached a .pdf document to this email that GLYNN labeled "Signature Ready Terms-Sheet for the USGDG 180 Day BDL Offer to fund [Victim-1's] shelter." In this email, defendant GLYNN instructed Victim-1 to print, initial, and sign the attached terms sheet, and then send the sheet back to defendant GLYNN "without delay" so that "[Victim-1's] work with [his/her] shelter can be locked in."

12. It was further part of the scheme and artifice to defraud that in the August 20, 2014 email set forth in paragraph 11 above, defendant GLYNN made various false and fraudulent representations to induce Victim 1's belief that the proposed BDL would result in substantial financial benefits that could be used to fund the animal shelter. Thus, defendant GLYNN wrote in the August 20, 2014 email that after he received the completed terms sheet from Victim 1, he would arrange for a conference call regarding the Victims' \$200,000 investment loan. According to defendant GLYNN, not only would he and Victim-1 participate in that conference call, but various named "USGDG principals," another named individual who GLYNN claimed was "a direct representative with the NSA (National Security Agency), and a representative from either DHS (Department of Homeland Security) or the FBI" would as well.

13. It was further part of the scheme and artifice to defraud that in the August 20, 2014 email set forth in paragraph 11 above, defendant GLYNN instructed Victim-1 to transfer \$200,000 in funds to a bank account at Wells Fargo Bank, which defendant GLYNN controlled. According to the email, the

Wells Fargo account was a Holding Account” in the name of “The Perrarus Global Philanthropic Initiative LLC (PGPI).”

14. It was further part of the scheme and artifice to defraud that in the attachment to the August 20, 2014 email set forth in paragraph 11 above, the USGDG Offer/Terms Sheet, falsely specified various returns over a seven-year period and provided assurances of security to the Victims to induce their investment. Based on defendant GLYNN’s materially false and fraudulent representations, Victim-1 decided to invest \$200,000 with defendant GLYNN and his associates. On or about August 21, 2014, Victim-1 sent defendant GLYNN an email attaching the completed USGDG Offer/Terms Sheet.

15. It was further part of the scheme and artifice to defraud that on or about August 21, 2014, defendant GLYNN sent an email to Victim-1 with the Subject header “USGDG – BDL WIRE INSTRUCTIONS.” This email set forth detailed wire instructions regarding the PGPI account at Wells Fargo where Victim-1 should send the \$200,000. In this email, defendant GLYNN provided the bank routing number and PGPI account number so that Victim-1 could transfer the funds to that account. Defendant GLYNN also provided the name of a Private Bank Officer who could assist Victim-1 with wiring the funds, if required.

16. It was further part of the scheme and artifice to defraud that on or about August 21, 2014, defendant GLYNN arranged a conference call with Victim-1, several of his purported business associates, and an individual who defendant GLYNN falsely identified as being a representative of the NSA.

Defendant GLYNN informed Victim-1 that the purpose of the call was for Victim-1 to meet the principals of USGDG and to discuss the use of Victim-1's investment. The purpose of this conference call was to bolster the apparent validity of the investment and to ease any concerns that Victim-1 may have had about making the investment.

17. It was further part of the scheme and artifice to defraud that on or about August 21, 2014, defendant GLYNN, based on his false representations, caused Victim-1 and Victim-2 to wire approximately \$20,000 from Victim-2's bank account at Quorum Federal Credit Union to an account at Wells Fargo Bank ending in 9055, which was controlled by defendant GLYNN and which was held in the name of PG Philanthropic Initiative, LLC (the "9055 Account"). Following the Victims' request to Quorum Federal Credit Union to transfer \$20,000 to the 9055 Account controlled by defendant GLYNN, but prior to the money actually being transferred into that account, defendant GLYNN caused a wire message to be transferred within the United States banking system between a location in New Jersey and a location outside of New Jersey, in order to facilitate and effectuate the requested transfer of money.

18. It was further part of the scheme and artifice to defraud that on or about August 22, 2014, defendant GLYNN, based on his false representations, caused Victim-1 to wire approximately \$180,000 from Victim-1's bank account at Fidelity Investments to the 9055 Account controlled by defendant Glynn. Following the Victims' request to Fidelity Investments to transfer \$180,000 to the 9055 Account, but prior to the money actually being transferred into that

account, defendant GLYNN caused a wire message to be transferred within the United States banking system between a location in New Jersey and a location outside of New Jersey, in order to facilitate and effectuate the requested transfer of money.

19. It was further part of the scheme and artifice to defraud that defendant GLYNN used the 9055 Account to temporarily hold money received from the Victims only until that money could be further misappropriated by defendant GLYNN and his associates. Defendant GLYNN had opened the 9055 Account on September 25, 2013. On June 1, 2014, prior to the receipt of the Victims' investment loan of \$200,000, the 9055 Account had a balance of \$0.95. From June 1, 2014 to January 31, 2015, the amount of funds deposited into the 9055 Account totaled \$201,771.25 and the disbursements totaled \$201,770.30.

20. It was further part of the scheme and artifice to defraud that in or about October 2014, defendant GLYNN arranged for a meeting in New Orleans, Louisiana to sign documents pertaining to Victim-1's and Victim-2's investment. While in New Orleans, and at defendant GLYNN's direction, Victim-1 and Victim-2 executed a document titled the "USG&T Corporate BDL Guarantee" (the "BDL Guarantee"). The BDL Guarantee was signed by Victim-1, Victim-2, and defendant GLYNN, as "Christopher G. Christian Glynn - Senior Managing Partner" of USG&T and USGDG. One of defendant GLYNN's associates also signed the BDL Guarantee. That associate purportedly was the "authorized trustee and registered signatory" for Trust A. The BDL Guarantee

contained false representations including but not limited to representations regarding the amounts of returns the Victims were to receive for their loan, the timing of the returns, and a promise of an equity stake for the Victims in USG&T.

### **Unauthorized Credit Card Charges**

21. It was further part of the scheme and artifice to defraud that defendant GLYNN also directed Victim-1 to open several credit card accounts in the name of Foundation A, as well as one credit card account in the name of PG Philanthropic.

22. It was further part of the scheme and artifice to defraud that defendant GLYNN sent Victim-1 an email on or about September 29, 2014, in which he instructed Victim-1 to open specific types of credit card accounts in his own name and in the names of his associates. At defendant GLYNN's direction, Victim-1 eventually opened credit card accounts through American Express and Chase Bank and gave access to those accounts to defendant GLYNN, Victim-1, Victim-2, and multiple associates of defendant GLYNN.

23. It was further part of the scheme and artifice to defraud that defendant GLYNN falsely represented to Victim-1 that these credit cards would only be used to further the creation and funding of the animal shelter that Victim-1 was setting up and for other necessary business expenses related to Victim-1's initial \$200,000 investment.

24. It was further part of the scheme and artifice to defraud that defendant GLYNN and his associates made expenditures and/or incurred late

fees totaling approximately \$78,000 on the credit card accounts that Victim-1 established for them. These included unauthorized personal expenditures, such as for airline flights, restaurant meals, and retail items at Banana Republic, Sunglass Hut, Costco, City Sports, and similar retail businesses.

25. It was further part of the scheme and artifice to defraud that defendant GLYNN and his associates repeatedly and falsely assured Victim-1 that the bills would be paid, but they never were. Defendant GLYNN also falsely claimed that all of the credit card charges were for business purposes, including the expenditures that were for retail goods.

26. It was further part of the scheme and artifice to defraud that neither defendant GLYNN nor any of the Glynn Entities paid any of the bills for the credit card accounts that Victim-1 took out for defendant GLYNN and his associates, despite the repeated promises to do so by defendant GLYNN and his associates.

27. It was further part of the scheme and artifice to defraud that through at least April 2015, defendant GLYNN and his associates either evaded Victim-1's inquiries about the credit card account bills and the BDL investment or claimed that they did not have the ability to immediately access funds to pay Victim-1.

#### **EXECUTION OF THE SCHEME**

28. On or about each of the dates set forth below, in Cumberland County, in the District of New Jersey and elsewhere, for the purpose of

executing and attempting to execute this scheme and artifice to defraud,  
defendant

CHRISTOPHER G. GLYNN

did knowingly and intentionally transmit and cause to be transmitted by  
means of wire communication in interstate commerce, certain writings, signs,  
signals, pictures and sounds, as described below:

| <b>COUNT</b> | <b>APPROXIMATE DATE</b> | <b>INTERSTATE WIRE TRANSMISSION</b>  |
|--------------|-------------------------|--|
| 1            | August 19, 2014         | Email and attached USGDG Corporate Profile and USGDG Offer/Terms Sheet from defendant GLYNN to Victim-1 in New Jersey.                     |
| 2            | August 20, 2014         | Email and attached USGDG Offer/Terms Sheet from defendant GLYNN to Victim-1 in New Jersey.   |
| 3            | August 21, 2014         | Email and attached Completed USGDG Offer/Terms Sheet from Victim-1 in New Jersey to defendant GLYNN.                                       |
| 4            | August 21, 2014         | Email with Specific Wire Instructions from defendant GLYNN to Victim-1 in New Jersey.  |
| 5            | August 21, 2014         | \$20,000 wire from Victim-1 transmitted between a location in New Jersey and a location outside New Jersey, as caused by defendant GLYNN.  |
| 6            | August 22, 2014         | \$180,000 wire from Victim-1 transmitted between a location in New Jersey and a location outside New Jersey, as caused by defendant GLYNN. |
| 7            | September 29, 2014      | Email with Credit Card Instructions from defendant GLYNN to Victim-1 in New Jersey.  |

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

**COUNTS EIGHT THROUGH ELEVEN**  
**(ILLEGAL MONETARY TRANSACTIONS)**

1. Paragraphs 1 through 3 and 5 through 28 of Counts 1 through 7 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. Between on or about August 25, 2014 and August 26, 2014, defendant GLYNN transferred or caused the transfer of \$151,807.66 of the \$200,000 received from the Victims into other accounts which defendant GLYNN controlled or which were controlled by defendant GLYNN's associates. Defendant GLYNN and defendant GLYNN's associates spent these funds on personal expenses or other expenses unrelated to any charitable or business purpose the Victims sought to advance and defendant GLYNN promised to achieve.

3. On or about the dates set forth below, defendant

CHRISTOPHER G. GLYNN

knowingly engaged and attempted to engage in monetary transactions by, through or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000 as set forth below that was derived from a specified unlawful activity, namely wire fraud:

| <b>COUNT</b> | <b>APPROXIMATE DATE</b> | <b>FINANCIAL TRANSACTION</b>   |
|--------------|-------------------------|--|
| 8            | August 25, 2014         | \$18,000 withdrawal from the 9055 Account controlled by defendant GLYNN. |

|    |                 |  |
|----|-----------------|--|
| 9  | August 25, 2014 | \$18,000 deposit into a Wells Fargo account ending in 9302 controlled by defendant GLYNN.  |
| 10 | August 26, 2014 | \$89,807.66 transfer from the 9055 Account controlled by defendant GLYNN to a Wells Fargo account ending in 5132 controlled by defendant GLYNN.                    |
| 11 | August 26, 2014 | \$44,000 transfer from the 9055 Account controlled by defendant GLYNN to a Bank of America account ending in 0083 and accessed by an associate of defendant GLYNN. |

In violation of Title 18, United States Code, Section 1957, Title 18, United States Code, Section 1956 (i)(1)(B), and Title 18, United States Code, Section 2.

A TRUE BILL

FOR PERSON

*Craig Carpenito*  
 CRAIG CARPENITO  
 United States Attorney

CASE NUMBER: 19-

United States District Court  
District of New Jersey

UNITED STATES OF AMERICA

v.

CHRISTOPHER GLYNN

INDICTMENT FOR

18 U.S.C. §§ 1343, 1956(i)(1)(B), 1957, 2

1 ~~A~~ True Bill.

Foreperson

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