IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ROBERT THOMAS MCCART,

Defendant.

Criminal No. 17-30187-SMY

Title 18, United States Code, Section 1349

INDICTMENT

THE GRAND JURY CHARGES:

COUNT 1
Conspiracy to Commit Wire Fraud – 18 U.S.C. §1349

1. Beginning on or about May 4, 2015, and continuing until on or about June 29, 2016, the defendant, ROBERT THOMAS MCCART, was employed by a Florida corporation known as Client Care Experts, LLC, formerly known as First Choice Tech Support, LLC ("Client Care/First Choice"). Client Care/First Choice was located at 2637 East Atlantic Boulevard, #139, Pompano Beach, Florida, and 3301 Quantum Boulevard, Suite 201, Boynton Beach, Florida.

2. Client Care/First Choice was a Tech Support scam which defrauded thousands of consumers throughout the United States.

3. The owners and managers of Client Care/First Choice purchased internet advertisements that were known as pop-ups. These pop-ups appeared without warning on consumers' computer screens as they were browsing or searching the internet. The appearance of the pop-ups was triggered by certain actions taken by the consumers, including misspelling URLs and domain names.

4. The pop-ups purchased by the owners and managers of Client Care/First Choice falsely informed the consumers that a serious problem had been detected with their computers. Frequently, the pop-ups falsely informed the consumers that viruses or malware had been detected. The pop-ups also frequently falsely told the consumers that they were at risk of losing all of the data and information stored on their computers.

5. The pop-ups purchased by the owners and managers of Client Care/First Choice froze the browsers of the computers they appeared upon. As a result, the consumers were unable to exit the pop-ups without shutting down or re-booting their computers.

6. The pop-ups purchased by the owners and managers of Client Care/First Choice instructed the consumers not to shut down or re-boot their computers. Instead of shutting down or re-booting, the pop-ups instructed the consumers to call a telephone number that appeared in the pop-ups.

7. When consumers called the telephone number listed on the pop-ups, their calls were routed to Client Care/First Choice. Frequently, the Client Care/First Choice salespersons who answered the calls identified themselves as Level One Diagnostic Technicians. The salespersons then offered to help the consumers with the problems they were purportedly having with their computers.

8. In speaking with the consumers, the sales agents of Client Care/First Choice followed a script. This script was designed to deceive the consumers into believing that they needed to purchase the services and products offered by Client Care/First Choice, regardless of the actual condition of the consumers' computers.

9. As part of the sales process, the salespersons convinced the consumers to allow Client Care/First Choice to gain remote access to their computers.

10. After gaining access to the consumers' computers, the salespersons looked through the consumers' computer systems and commented upon what they saw. Frequently, the salespersons commented on routine computer functions and processes and falsely stated that those functions and processes were evidence of problems. In addition, the salespersons often falsely stated that the consumers' computers were infected with viruses or malware.

11. The salespersons also ran a program known as Webroot System Analyzer ("Webroot") on the consumers' computers. Webroot was designed to scan computer systems and identify problems. Webroot gave each computer a mathematical score to reflect the health of the computer, with a score of 100 reflecting a fully healthy computer.

12. Regardless of the Webroot score, the salespersons always attempted to convince the consumers that they had problems with their computers and that they needed to purchase the services and products offered by Client Care/First Choice.

13. In order to convince the consumers to purchase the Client Care/First Choice services and products, the salespersons employed something known as the "Best Buy pitch." Under this pitch, the salespersons asked the consumers if they were located near a Best Buy or similar store. The sales persons then told the consumers that they could have their computers fixed at Best Buy or a similar store, but Best Buy or the similar store would take much longer, and charge them much more, than Client Care/First Choice. The Best Buy pitch was designed to make the consumers trust the salespersons, and to cause the consumers to believe that Client Care/First Choice was the best, quickest, cheapest, and most convenient way to have their purported computer problems resolved.

14. Throughout the calls, the salespersons concealed from the consumers the fact that if they just shut down or re-booted their computers, the pop-ups would go away and their

computers would return to normal functioning. The salespersons also concealed from the consumers that Client Care/First Choice had caused the pop-ups which froze the consumers' computer screens.

15. At the conclusion of the calls, the salespersons first sold the consumers a service known as a system "tune-up." The price for the system tune-up was typically $250. The salespersons also sold the consumers anti-virus protection software. The price for the anti-virus protection software was typically $400. If the consumers stated that they were unable to afford these prices, the salespersons offered various discounts, such as senior discounts and military discounts.

16. Client Care/First Choice paid the salespersons a commission for each sale they made.

17. After the salespersons made a sale, they referred the consumer to the Tech Department of Client Care/First Choice for the computer "tune up" and anti-virus protection installation.

18. The conspiracy and scheme to defraud operated from approximately November 12, 2013, through at least June 29, 2016. During this period, Client Care/First Choice victimized over 40,000 people and defrauded these individuals out of more than $25,000,000. The victims were located in all fifty of the United States, the District of Columbia, Puerto Rico, several U.S. territories, all ten Canadian provinces, the United Kingdom, and several other foreign countries. At least fifty-seven victims of the scam were located within the Southern District of Illinois and resided in the following counties: St. Clair, Madison, Clark, Clinton, Cumberland, Effingham, Fayette, Franklin, Jackson, Jasper, Jefferson, Marion, Massac, Monroe, Randolph, Richland, Saline, Wabash, Washington, Wayne, White, and Williamson.

19. During his employment with Client Care/First Choice, defendant ROBERT THOMAS MCCART worked as Team Leader. As a Team Leader, MCCART supervised a group of salespersons for Client Care/First Choice. In this position, MCCART instructed and guided the salespersons on his team in the use of the false, fraudulent, and deceptive sales pitch and technique described in the preceding paragraphs.

20. Beginning on approximately May 4, 2015, and continuing until at approximately June 29, 2016, in the Southern District of Illinois, and elsewhere, the defendant,

ROBERT THOMAS MCCART,

and others both known and unknown to the Grand Jury, did knowingly and willfully conspire to commit an offense against the United States, namely to devise and participate in 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 the scheme, and attempting to do so, knowingly to cause interstate and foreign telephone calls, internet communications, credit card transactions, electronic fund transfers, and other signals to be transmitted in interstate and foreign commerce by means of wire and radio communication, including interstate wire communications between employees of Client Care/First Choice in southern Florida and consumers located in the Southern District of Illinois, in violation of Title 18, United States Code, Section 1343.

21. In furtherance of and as a foreseeable consequence of the conspiracy, Client Care/First Choice employees caused telephone calls, internet communications, and other signals to be transmitted in interstate and foreign commerce by means of wire and radio communications between southern Florida and consumers located throughout the United States, including the Southern District of Illinois, and several U.S. territories and foreign countries.

All in violation of Title 18, United States Code, Section 1349.

The offense occurred in connection with the conduct of telemarketing, and the offense victimized ten or more persons over the age of 55, in violation of the SCAMS Act, punishable under Title 18, United States Code, Section 2326.

[redacted]

FOREPERSON

DONALD S. BOYCE
United States Attorney

SCOTT A. VERSEMAN
Assistant United States Attorney

Recommended bond: $10,000 Unsecured