

No. _____

UNITED STATES DISTRICT COURT

Eastern District of Pennsylvania

Criminal Division

THE UNITED STATES OF AMERICA

vs.

JAMES H. ENOWITCH

INFORMATION

Counts

18 U.S.C. § 1341 (mail fraud – 1 count)

18 U.S.C. § 2 (aiding and abetting)

A true bill.

Foreman

Filed in open court this _____ day,
Of _____ A.D. 20_____

Clerk

Bail, \$ _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO. 14-_____
v.	:	DATE FILED: _____
JAMES H. ENOWITCH	:	VIOLATION:
	:	18 U.S.C. § 1341
	:	(mail fraud - 1 count)
	:	18 U.S.C. § 2
	:	(aiding and abetting)
	:	Notice of Forfeiture

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this Information:

BACKGROUND INFORMATION

1. DEFENDANT JAMES H. ENOWITCH and his co-schemer, known to the United States Attorney, began operating a diploma mill in or around 2003, through which they would advertise and sell diplomas for a fee, but would require no course work for those diplomas.
2. Defendant JAMES H. ENOWITCH and the co-schemer operated at least seven different websites through which they would sell the fake degrees, including BrysonUniversity-Edu.org, ReddingUniversity.net, GlendaleUniversity.com, SuffieldUniversity.com, SuffieldUniversity.org, GreenwoodUniversity.org, and WorryFreeDegree.com.

3. DEFENDANT JAMES H. ENOWITCH and his co-schemer owned and operated Redding University, Suffield College and University (also known as Suffield University), Glendale University, Greenwood University, Bryson University, and WorryFreeDegree.com, none of which were actual schools that conducted any course work and all of which sold degrees and transcripts for a fee.

4. All of these named entities were diploma mills in that they had no faculty members, offered no academic curriculum or services, required no course work or class work, and were not recognized by the United States Department of Education.

5. Defendant JAMES H. ENOWITCH and his co-schemer operated their illegal enterprise in the state of Connecticut, despite having received a cease and desist order, and sold their fake degrees in every state in the United States and also sold degrees internationally.

6. After having received a cease and desist order from the state of Connecticut, in or about 2004, defendant JAMES H. ENOWITCH and his co-schemer hired an individual in New Jersey to process the orders for the fake degrees and to send the degrees by mail or interstate carrier to the purchasers.

7. Defendant JAMES H. ENOWITCH and his co-schemer also created the “National Distance Learning Accreditation Council” (“NDLAC”) so that they could claim that the “universities” were accredited. To make the NDLAC appear to be a legitimate and credible organization, the NDLAC posted a list of schools, including both legitimate schools and their own “diploma mills,” that it identified as having met the accreditation standards of NDLAC.

THE SCHEME

8. From in or about February, 2003, to on or about August 15, 2012, defendant

JAMES H. ENOWITCH,

along with a co-schemer known to the United States Attorney, and with others known and unknown to the United States Attorney, devised and intended to devise a scheme to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

9. It was part of the scheme that the defendant JAMES H. ENOWITCH and his co-schemer, for a fee, manufactured, transmitted and sold academic products, including but not limited to, fraudulent diplomas, fraudulent academic transcripts, grades, and verification services, over the internet to thousands of purchasers within the Eastern District of Pennsylvania, throughout the United States, and in foreign countries, through various diploma mills, including BrysonUniversity-Edu.org, ReddingUniversity.net, GlendaleUniversity.com, SuffieldUniversity.com, SuffieldUniversity.org, GreenwoodUniversity.org, and WorryFreeDegree.com.

10. As part of their service, defendant JAMES H. ENOWITCH and his co-schemer would manufacture and cause others to manufacture diplomas and transcripts for purchasers that would represent that the purchaser had achieved academic degrees, including associate's degrees, bachelor's degrees, master's degree and Ph.D.'s, when the purchasers had never actually obtained such academic degrees. The price for these "degree packages" would vary, depending on the

level of degree sought. For example, defendant JAMES H. ENOWITCH and his co-schemer advertised:

- * Associate Degree Package is \$475.00
 - * Bachelors Degree Package is \$495.00
 - * Masters Degree Package is \$525.00
 - * Doctoral Degree Package is \$550.00
- Multi Degree Discount
If you applied for and were approved for multiple degrees,
you will receive a 50% discount on each additional degree

11. Defendant JAMES H. ENOWITCH and his co-schemer would also create and cause others to create transcripts that represented that the purchaser had taken certain coursework that the purchasers had never actually taken.

12. Using the mails and interstate carriers, defendant JAMES H. ENOWITCH and his co-schemer would also send and cause others to send fake diplomas and transcripts to purchasers and to third parties on behalf of the purchasers.

13. For an additional fee, defendant JAMES H. ENOWITCH and his co-schemer would also allow the purchasers to select grades for the courses that were included on the transcripts.

14. Defendant JAMES H. ENOWITCH and his co-schemer would also allow the purchasers to select the date for the fake degree, allowing purchasers to backdate their fake credentials.

15. In addition to these services, defendant JAMES H. ENOWITCH and his co-schemer would provide verification services for the purchasers. They established separate fax lines for each "school" so that if some third party wanted to verify a purchaser's status as a "graduate" of the school, they could send a form via fax. If the purchaser had made all of their

payments, defendant JAMES H. ENOWITCH and his co-schemer would verify the purchaser as a “graduate” of the school so that individuals could falsely represent to employers that the purchasers had attained academic credentials that they had never actually received. Defendant JAMES H. ENOWITCH and his co-schemer advertised that “Degree verification service is performed just like any other school in the country” and that “we respond with confirmation, there is never any mention of prior learning or life experience on your documents or during confirmation process.”

16. Defendant JAMES H. ENOWITCH and his co-schemer would also send and cause others to send transcripts to third parties on behalf of the purchasers.

17. In furtherance of the scheme, defendant JAMES H. ENOWITCH and his co-schemer advertised that their “institutions” were nationally accredited because they had been approved by the fake accrediting council that defendant JAMES H. ENOWITCH and his co-schemer had themselves created. Defendant JAMES H. ENOWITCH and his co-schemer intended that the third parties to whom these credentials were represented, would rely on an air of legitimacy created by the fake accreditation council. For example, defendant JAMES H. ENOWITCH and his co-schemer advertised that “Suffield University is proud to announce that [] we have received full accreditation from The National Distance Learning Accreditation Council.”

18. Defendant JAMES H. ENOWITCH and his co-schemer would also provide purchasers with the names of physical locations for the “schools” despite the fact that the “schools” did not have any such physical locations, so that the purchasers could make successful false representations to potential employers about the locations of the “schools.” For example,

defendant JAMES H. ENOWITCH and his co-schemer frequently advised others that the institutions were located in Twin Falls, Idaho, Columbus, Mississippi, or in Manchester, Missouri.

19. Defendant JAMES H. ENOWITCH and his co-schemer also created and caused others to create websites that were designed to make it appear that their institutions were legitimate schools at which people attended classes and paid tuition based on the numbers of credit hours.

20. Defendant JAMES H. ENOWITCH and his co-schemer solicited purchasers through mass-marketing, including the use of spam e-mails and internet advertising.

21. It was further part of the scheme that defendant JAMES H. ENOWITCH and his co-schemer created false personas, using fictitious names, which they used in connection with each of the schools, to make it appear that different people were working at each one of the fake schools.

22. Defendant JAMES H. ENOWITCH and his co-schemer and others working at their direction would back-date documents, would e-mail with purchasers about how to use documents and how to make representations to employers, would create template transcripts, would allow purchasers to create their own transcripts, and would create custom transcripts at the request of purchasers. Defendant JAMES H. ENOWITCH, his co-schemer, and others would also search the internet for course descriptions to be used in creating false transcripts.

23. Defendant JAMES H. ENOWITCH and his co-schemer also purchased and caused others to purchase special "security" paper for creating transcripts, school seals, and school envelopes to make the degrees appear to be valid.

24. It was further part of the scheme that defendant JAMES H. ENOWITCH and his co-schemer knew that the purchasers were using the fake degrees and diplomas in applying for jobs and in seeking promotions.

25. It was further part of the scheme that defendant JAMES H. ENOWITCH and his co-schemer, from 2003 through 2012, sold more than \$5 million of their fake degrees throughout the world.

26. It was further a part of the scheme that defendant JAMES H. ENOWITCH and his co-schemer received orders for the fake diplomas while they were working and residing in Connecticut. They would communicate with a processor in New Jersey, who would then ship the degree to purchasers throughout the country and the world. Also as part of the scheme, defendant JAMES H. ENOWITCH and his co-schemer would communicate with purchasers and employers throughout the United States and other parts of the world to ensure the ongoing success of their criminal enterprise.

27. On or about April 9-10, 2012, in King of Prussia, Pennsylvania, in the Eastern District of Pennsylvania, and elsewhere, defendant

JAMES H. ENOWITCH,

for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused documents, including a fake degree and a fake course transcript, to be sent and delivered by a private and commercial interstate carrier from the defendant and his co-schemer to a resident of the Eastern District of Pennsylvania.

In violation of Title 18, United States Code, Sections 1341 and 2.

NOTICE OF FORFEITURE

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. As a result of the violation of Title 18, United States Code, Section 1341, set forth in this indictment, defendant

JAMES H. ENOWITCH

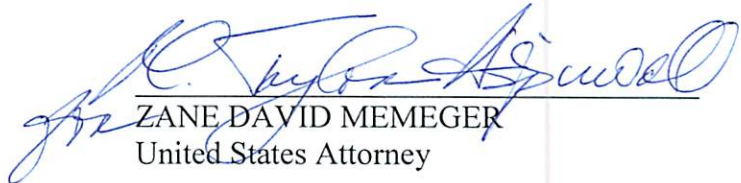
shall forfeit to the United States of America any property that constitutes or is derived from gross proceeds traceable to the commission of such offense(s), including, but not limited to, the sum of more than \$400,000 in profits derived from the mail fraud scheme, and any other accounts and proceeds of these offenses.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- (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; or
- (d) has been substantially diminished in value,

it is the intent 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 subject to forfeiture.

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


ZANE DAVID MEMEGER
United States Attorney