

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

UNITED STATES OF AMERICA	:	CRIMINAL NO. _____
v.	:	DATE FILED: _____
MICHAEL J. GRASSO, JR.	:	VIOLATIONS:
a/k/a "Michael J. Grasso"	:	18 U.S.C. § 1341 (mail fraud – 29
a/k/a "William Lovell"	:	counts)
	:	18 U.S.C. § 1343 (wire fraud – 8
	:	counts)
	:	18 U.S.C. § 1956(a)(1)(A)(i)
	:	(money laundering – 22 counts)
	:	18 U.S.C. § 1001 (false
	:	statements – 6 counts)
	:	18 U.S.C. § 2 (aiding and
	:	abetting)
		Notice of forfeiture

INDICTMENT

COUNTS ONE THROUGH TWENTY-NINE
(Mail Fraud)

THE GRAND JURY CHARGES THAT:

I. Defendant Michael J. Grasso, Jr.

1. At times material to this indictment, defendant MICHAEL J. GRASSO, JR., a/k/a "Michael J. Grasso," a/k/a "William Lovell" ("MICHAEL J. GRASSO JR." or "GRASSO"), resided at [REDACTED] Ambler, Pennsylvania, and maintained a business office at this address.

2. In or about April 1989, defendant MICHAEL J. GRASSO JR. opened Post Office Box 3009 in Maple Glen, Pennsylvania under the names "MJG Mailing Lists" and "Financial Seizures [sic]."

3. From in or about December 2012 to in or about May 2015, defendant MICHAEL J. GRASSO JR. rented and maintained Post Office Box 396 in Springhouse, Pennsylvania.

II. Judicial Supervision of Grasso Due to his Operation of a Work-at-Home Scheme

4. On February 4, 2003, defendant MICHAEL J. GRASSO JR. was sentenced to a term of imprisonment to be followed by three years of supervised release as a consequence of his operation of a work-at-home scheme. Among the conditions of GRASSO's supervised release were the requirements that: (i) "the defendant . . . not mail, contract the mailing, or direct the mailing of any solicitation pertaining to 'work-at-home' employment opportunities," and (ii) that "[p]rior to contracting a mailing, personally directing, or mailing, any solicitation, or before placing any advertisement . . . the defendant shall provide the probation office and the Court with a copy of the proposed solicitation and or advertisement for review and final approval."

GRASSO was also required to file a detailed financial statement with the Probation Office on a monthly basis disclosing all business income and expenditures, including copies of bank statements for all accounts.

5. Defendant MICHAEL J. GRASSO JR.'s supervised release terminated on October 27, 2012.

III. The Work-At-Home Industry

6. There are many people throughout the United States who wish to earn extra money by carrying out tasks that they can perform from their own homes. As a consequence, there are businesses that offer "work-at-home" opportunities.

7. Beginning in about 1990, a business called National Homeworkers Association

(“National Homeworkers”) began to publish a directory of work-at-home opportunities. Entries were included in National Homeworkers’ directory only after National Homeworkers had made contact with the business offering the work-at-home opportunity and had determined that the offered opportunity was feasible and legitimate. National Homeworkers periodically revised and updated its booklet, which it entitled “Home Employment Directory.”

8. National Homeworkers advertised its directory for sale in a variety of publications. Among the persons purchasing copies of the Home Employment Directory was defendant MICHAEL J. GRASSO JR. On or about May 15, 2009, while GRASSO was still incarcerated, an individual using the name and address of the defendant’s mother purchased five of the directories from National Homeworkers. Thereafter, while he was on home confinement and two days before he began his supervised release, GRASSO purchased a distributorship from National Homeworkers that provided GRASSO with a copy of the Home Employment Directory and allowed GRASSO to buy additional copies of the directory at wholesale cost from National Homeworkers. Although he was allowed to resell directories purchased from National Homeworkers at retail, GRASSO was prohibited from copying the directory. GRASSO subsequently purchased 20 more copies of that booklet.

IV. Grasso Reestablishes His Work-At-Home Scheme

9. On or about September 8, 2009, while still on home confinement, defendant MICHAEL J. GRASSO JR. signed an account registration and agreement form for PNC Bank Account xxxxxx-0317, in the name of MJG Advertising Agency, listing as its address GRASSO’s post office box at P.O. Box 3009, Maple Glen, Pennsylvania 19002.

10. On or about September 22, 2009, while still on home confinement, defendant MICHAEL J. GRASSO JR. established a mail-drop post office box with the Mail Center of Chicago, Inc., a Commercial Mail Receiving Agency at 28 E. Jackson, Chicago, Illinois 60604-2263. GRASSO provided a business and home address of [REDACTED] Ambler, Pennsylvania 19002-2319, described his business as “Mail order Publications,” and instructed: “Effective immediately – All mail sent to Box # F458 will be in the name of National Homeworkers Association (NHA).”

11. On or about October 3, 2011, while on supervised release, defendant MICHAEL J. GRASSO JR. established a second mail-drop post office box with the Mail Center of Chicago, Inc. This box was number F-486.

12. In or about September 2012 the Mail Center of Chicago (the “Chicago Mail Drop”) changed its physical address from 28 E. Jackson #10, Chicago, IL 60604 to 332 S. Michigan Avenue, Suite 1032, Chicago, Illinois 60604. Defendant MICHAEL J. GRASSO JR. continued to rent box F458 and box F486 at the new location. GRASSO continued to rent those box boxes at least through June 16, 2017.

13. On or about October 9, 2012, defendant MICHAEL J. GRASSO JR. established a mail-drop post office box with the UPS Store, a Commercial Mail Receiving Agency, at 8033 Sunset Boulevard, Los Angeles, California 90046 (the “Los Angeles Mail Drop”) in the name of MC Media Mailers. GRASSO provided an address of [REDACTED], Ambler, Pennsylvania; listed his contact telephone number as [REDACTED]; and stated that his business was “publishing.”

14. Defendant MICHAEL J. GRASSO JR. has also established other post office boxes and mail-drop post office boxes. These include (i) post office box 396, Springhouse, PA; and post office box 142, Montgomeryville, PA; and (ii) mail-drop post office boxes at 1121 N. Bethlehem Pike, Springhouse, PA; 2534 State Street, San Diego, CA; and 1350 East Flamingo Road, Suite 13B, Las Vegas, NV. The Bethlehem Pike and San Diego boxes were opened about one month after United States Postal Inspectors executed a search warrant at GRASSO's residence in May 2013.

15. Beginning at least as early as December 2010, and continuing through at least May 2016, defendant MICHAEL J. GRASSO JR. directed the printing and mailing of a variety of solicitations pertaining to "work-at-home" employment opportunities in the names of several businesses, including National Homeworkers Association, NHA, Financial Publications, Financial Publications, LLC, MJG Publications, and MC Media Mailers. GRASSO had as many as tens of thousands of solicitations per month printed and mailed. Although GRASSO's name never appeared on these solicitations, some of them included what purported to be the signature of "William Lovell."

16. Defendant MICHAEL J. GRASSO JR.'s solicitations directed persons interested in work-at-home employment to send money, generally \$32-\$40, to one of the mail-drop boxes that GRASSO had rented in a city far away from where GRASSO lived, such as the Chicago Mail Drop, the Los Angeles Mail Drop, and the mail drops in San Diego and Las Vegas. In turn, the Commercial Mail Receiving Agency that hosted GRASSO's box retrieved the mail addressed

to GRASSO's businesses and forwarded that mail to GRASSO at an address controlled by him at or near his home in Ambler, Pennsylvania.

17. The solicitations printed and mailed by defendant MICHAEL J. GRASSO JR. led the recipients of those solicitations to believe that very substantial sums of money, such as \$1,000 or \$1,500 per week, could be earned for stuffing and mailing envelopes for GRASSO's businesses, and those solicitations sought advance payments of a modest amount of money, such as \$32 to \$40, for the opportunity to earn these substantial sums.

18. Among the various fraudulent work-at-home solicitations sent and caused to be sent by defendant MICHAEL J. GRASSO JR. were the NHA mailer, the Goldenrod mailer, and the Richbo mailer.

A. The NHA Mailer

19. From at least October 3, 2011 until at least October 28, 2015, defendant MICHAEL J. GRASSO JR. caused the printing and mailing of a work-at-home solicitation sometimes known as the "NHA" mailer. Although GRASSO made changes to the NHA mailer over time, including alterations to the name of the business to which individuals should send their payments, the NHA mailer was consistently written to induce recipients to believe that very substantial sums of money could be earned by stuffing and mailing envelopes for GRASSO's businesses and that, in return for their advance payment, GRASSO would supply the persons who sent in their advance payments (the "Homeworker Victims") with envelopes and the materials to be inserted into the envelopes.

20. The NHA mailer typically headlined a sum of money, such a \$1,500 per week, and asked prospective victims whether they would like to earn that substantial sum by “Processing Inquiry Envelopes and Mailing Our Letters from Your Home?” The NHA mailer claimed to offer the opportunity to make a fixed sum, generally \$2 or \$3, “for each envelope you mail with our letter[.]”

21. The NHA solicitations generally included the heading “How Does This Program Work?” in bold-face type. In that section, defendant MICHAEL J. GRASSO JR. generally claimed: “Our company is anxious to use your services in mailing our letters that we supply.” He further claimed that his company was a “growing publishing company” that had found that “[m]aintaining a staff can be very costly, so instead of hiring employees, we utilize home mailers.”

22. The NHA mailer typically represented that it was offering “a legitimate honest way” for the Homeworker Victims to earn extra income.

23. Defendant MICHAEL J. GRASSO JR.’s NHA mailer generally reassured prospective victims: “There is nothing more to be done to make this money. The more inquiry envelopes and letters you mail each week the more money you can make. . . . How long will it take you to fold and insert 500 letters into envelopes?”

24. Defendant MICHAEL J. GRASSO JR.’s NHA mailer also generally featured a 100% satisfaction guarantee. Typically, the NHA mailer promised “[y]our satisfaction with our program is 100% guaranteed,” and told his prospective victims that they could “simply return the

materials and you will get a complete and immediate refund of the purchase price.” GRASSO even reassured his prospective victims that they had “nothing to lose and everything to gain!”

25. On or about the following dates, defendant MICHAEL J. GRASSO JR. paid Ace Information Print & Copy (“Ace Printing”) in Oklahoma the approximate following amounts for the following printings of his fraudulent NHA mailer:

	Date	Amount	Copies
a	10/3/11	\$3240	25,000
b	10/14/11	\$3240	25,000
c	11/14/11	\$3240	25,000
d	12/21/11	\$3240	25,000
e	1/13/12	\$218	1,000
f	1/17/12	\$3240	25,000
g	2/13/12	\$3240	25,000
h	2/24/12	\$3240	25,000
i	4/5/12	\$6480	50,000
j	4/27/12	\$6480	50,000
k	6/7/12	\$6480	50,000
l	7/20/12	\$6280	50,000
m	8/17/12	\$6480	50,000
n	10/9/12	\$6480	50,000
o	11/13/12	\$7776	60,000
p	1/28/13	\$7776	60,000
q	2/11/13	\$7776	60,000
r	4/5/13	\$7776	60,000
s	6/24/13	\$3888	30,000
t	7/5/13	\$3888	30,000
u	8/1/13	\$1296	10,000
v	8/5/13	\$1232	10,000
w	8/16/13	\$1402	10,000
x	9/3/13	\$1232	10,000
y	9/19/13	\$1332	10,000
z	9/19/13	\$1232	10,000

26. On or about the following dates, defendant MICHAEL J. GRASSO JR. caused the approximate following number of copies of his fraudulent NHA mailer to be sent or delivered by the United States Postal Service when GRASSO sent the following amounts of

funds to Ace Printing in Oklahoma to pay the postage costs for mailing copies of his NHA

mailer to members of the public:

	Date	Copies	Amount
a	10/17/11	9,600	\$2600
b	10/24/11	17,700	\$4970
c	10/31/11	13,044	\$3520
d	11/9/11	18,181	\$5000
e	1/11/12	18,049	\$4750
f	1/13/12	3,861	\$1051
g	1/17/12	11,128	\$3000
h	1/20/12	14,070	\$4000
i	1/30/12	17,906	\$5100
j	3/7/12	31,053	\$8030
k	3/19/12	26,533	\$7062
l	4/13/12	37,390	\$9853
m	4/20/12	12,188	\$9853
n	4/30/12	21,690	\$5825
o	5/14/12	32,508	\$8610
p	7/20/12	30,000	\$7962
q	8/1/12	30,000	\$7952
r	8/21/12	30,000	\$7943
s	9/7/12	30,000	\$7960
t	9/17/12	29,913	\$7933
u	10/4/12	19,855	\$5344
v	10/26/12	30,000	\$8000
w	11/13/12	30,000	\$7950
x	12/6/12	30,000	\$7960
y	12/31/12	30,000	\$7942
z	2/6/13	59,818	\$15,935
aa	3/1/13	30,000	\$8100
bb	3/8/13	30,000	\$8100
cc	4/26/13	30,000	\$8095
dd	6/6/13	30,000	\$8088
ee	6/24/13	30,000	\$8078
ff	7/5/13	30,000	\$8100
gg	8/1/13	9,777	\$2745
hh	8/7/13	10,000	\$2805
ii	9/6/13	10,000	\$2810
jj	9/10/13	10,000	\$2810
kk	9/23/13	5,000	\$1410
ll	9/24/13	10,000	\$2810

27. On or about the following dates, defendant MICHAEL J. GRASSO JR. ordered the printing of the following approximate number of copies of his fraudulent NHA mailer by directing an electronic message to Star Direct, Inc. (“Star Direct”), in New York:

	Date	Copies
a	5/8/14	10,000
b	7/2/14	18,000
c	8/4/14	20,000
d	12/9/14	20,000
e	2/11/15	23,000

B. The Goldenrod Mailer

28. At least as early as February 8, 2013, defendant MICHAEL J. GRASSO JR. was having printed and mailed tens of thousands of copies of his “GRASSO/GOLDENROD” mailer.

29. The Goldenrod mailer typically included a headline asking whether the recipient wanted to “Start Making Up To” a large sum of money, such as \$2,000.00 weekly, by “Stuffing Envelope/Info-Paks From Home?” The mailer explained: “Your work will be to secure, stuff and mail envelope / info-paks from your home.” It then offered a fixed rate, such as \$5.00, “for each one that you process.”

30. The Goldenrod mailer reassured prospective victims: “Legit Work 100%,” claimed that “[u]nlike others, this is not a Chain-Letter or Pyramid Scheme,” and insisted: “Our company info-paks are REAL and in full compliance.”

31. Defendant MICHAEL J. GRASSO JR.’s Goldenrod mailer asked prospective home workers to send an advance fee, typically of \$35 plus \$5 for rush service, and represented that, in return, the Homeworker Victims would receive their “instructions and starting supplies.”

32. On or about May 3, 2013, defendant MICHAEL J. GRASSO JR. sent by email from Pennsylvania to Ace Printing in Oklahoma, a message that advised that he was going to need changes made to his Goldenrod mailer.

33. On or about May 10, 2013, defendant MICHAEL J. GRASSO JR. sent by email from Pennsylvania to Ace Printing in Oklahoma, a message ordering 10,000 copies of his newly revised Goldenrod mailer for a test mailing. GRASSO explained that he was receiving only “marginal results” with the current version of that solicitation, and that he hoped “that putting in a strong ‘Money Back Guarantee’ will improve results.”

34. Defendant MICHAEL J. GRASSO JR.’s new Goldenrod mailer included a highlighted box with a headline in bold-face type that read: “Unconditional 90 Day Money Back Guarantee!!!” Beneath that banner were three lines of bold-faced text that read: “You have everything to gain with our program. And, if you are not satisfied, you may return it within 90 days for a full and complete refund.”

C. The Richbo Mailer

35. RB is an individual, charged elsewhere, who knew defendant MICHAEL J. GRASSO JR. for many years.

36. Defendant MICHAEL J. GRASSO JR. and RB agreed that they would send out direct mail solicitations in the name of Richbo Publications, a business operated by RB.

37. At the direction of defendant MICHAEL J. GRASSO JR., in November 2013 RB opened a mail box at the same location as GRASSO’s Chicago Mail Drop in the name of Richbo Enterprises, LLC, a business owned and operated by RB. Also at GRASSO’s direction, RB

opened a second mailbox location near his home and instructed the Chicago Mail Drop to forward the Richbo mail to that second mail box.

38. Defendant MICHAEL J. GRASSO JR. and RB agreed that RB would pay GRASSO \$2.00 per response to provide materials to any persons who sent in money in response to the Richbo mailings. They also agreed that they would divide the profits from the Richbo mailings.

39. The Richbo mailer was consistently written to induce recipients to believe that very substantial sums of money could be earned by stuffing and mailing envelopes for Richbo and that, in return for their advance payment, Richbo would supply the Homeworker Victims with envelopes and the materials to be inserted into the envelopes.

40. The Richbo mailer headlined the sum of \$1,000 per week, and asked prospective victims whether they would like to earn that amount of money by “Processing Inquiry Envelopes and Mailing Our Letters from Your Home.” The Richbo mailer promised that this income was available from earning \$2 “for every envelope you process and mail with our letters!”

41. The Richbo mailer included a heading “How Does This Program Work?” in bold-face type. In that section, defendant MICHAEL J. GRASSO JR. and RB claimed that “[o]ur company is anxious to use your services in mailing copies of our sales letters that we supply.” He further claimed that his company was a “growing educational company” that had found that “[m]aintaining a staff can be very costly, so instead of hiring employees, we utilize home mailers.”

42. The Richbo mailer also claimed that it was offering “a legitimate honest way” for the Homeworker Victims to earn extra income.

43. The Richbo mailer also reassured prospective victims: “There is nothing more to be done to make this money. The more inquiry envelopes and sales letters you mail each week the more money you can make. We provide you with our letters and the cash flow method to make \$2 per letter mailed.”

44. The Richbo mailer designed by defendant MICHAEL J. GRASSO JR. also included a complete satisfaction guarantee. The Richbo mailer promised: “If you are . . . not satisfied in any way, simply return the materials and you will get a complete and immediate refund of the purchase price.” GRASSO even reassured his prospective victims that they had “nothing to lose and everything to gain!”

45. Defendant MICHAEL J. GRASSO JR. ordered the printing of about 5,000 copies of the fraudulent Richbo mailer in about January 2014 and 10,000 more copies in about September 2014.

46. On or about September 15, 2014, defendant MICHAEL J. GRASSO JR. ordered the printing of about 40,000 additional copies of the fraudulent Richbo mailer, with the name “MC Media Mailers” substituted for “Richbo Publications,” and with GRASSO’s Los Angeles Mail Drop substituted for Richbo’s box at the Chicago Mail Drop.

47. On or about October 23, 2014, defendant MICHAEL J. GRASSO JR. caused the delivery by private or commercial interstate carrier from New York to a public storage unit in

Willow Grove, Pennsylvania of the approximately 40,000 copies of the fraudulent Richbo mailer with the name “MC Media Mailers” substituted for “Richbo Publications.”

48. On about November 5, 2014, defendant MICHAEL J. GRASSO JR. ordered the printing of about 15,000 additional copies of the fraudulent Richbo mailer.

D. Grasso’s Fraudulent Fulfillment

49. Notwithstanding the claims and representations in these solicitations, the Homeworker Victims did not receive the letters and envelopes for stuffing that they had been promised. Some of defendant MICHAEL J. GRASSO JR.’s victims received nothing at all. Others received a copy of the booklets entitled “Info-Pak” and/or “Home Mailing Sales Letter Program.”

50. The Info-Pak booklet proposed that the Homeworker Victims victimize others by placing a classified advertisement in a magazine touting a “Little Known Secret To Losing Fat,” and requesting \$5 and a stamped self-addressed envelope. Upon receiving responses to their classified advertisement, the Homeworker Victims were to place a copy of the Info-Pak in the self-addressed envelope and keep the enclosed money. The “little known secret” for weight loss contained in the Info-Pak was to drink water.

51. The Home Mailing Sales Letter Program booklet also required that the Homeworker Victims take advantage of other persons. That booklet directed the Homeworker Victims to place a classified advertisement or post a flyer seeking other persons who wished to earn money. The Homeworker Victims would then have to duplicate a sales-letter form provided

by defendant MICHAEL J. GRASSO JR. and mail that letter to those persons who responded. GRASSO offered to pay the Homeworker Victims a fee for each letter mailed out.

52. Whichever booklet the Homeworker Victims received, in order to make money, they would have to invest their own money and attempt to take advantage of other persons. Contrary to the claim in defendant MICHAEL J. GRASSO JR.'s solicitations, it was not a legitimate honest way for the Homeworker Victims to earn extra income.

53. Until approximately May 17, 2013, defendant MICHAEL J. GRASSO JR. had fulfillment materials printed and delivered to him at his home address or to another individual, AG, who delivered them to GRASSO. GRASSO then used those materials, or caused others to use those materials, to provide fraudulent fulfillment to the Homeworker Victims.

54. On or about May 17, 2013, United States Postal Inspectors executed a search warrant at the home of defendant MICHAEL J. GRASSO JR. searching for and seizing evidence of his work-at-home scheme.

55. On or about May 17, 2013, defendant MICHAEL J. GRASSO JR. sent by email from Pennsylvania to Ace Printing in Oklahoma, a message that asked whether Ace Printing could hold off printing his revised version of his Goldenrod mailer.

56. On or about May 21, 2013, defendant MICHAEL J. GRASSO JR. sent by email from Pennsylvania to Ace Printing in Oklahoma, a message that inquired whether Ace Printing could carry out order fulfillment for GRASSO by sending out his booklets directly from their facility.

57. Between about May 28, 2013 and about July 12, 2013, Ace Printing mailed out fulfillment to about 1,141 persons at the direction of defendant MICHAEL J. GRASSO JR. This fulfillment comprised the Info-Pak.

V. Grasso's False Guarantee

58. Defendant MICHAEL J. GRASSO JR. took measures to conceal his responsibility for the scheme solicitations and to make it difficult or impossible to collect on his purported guarantees. These measures included the use of the alias "William Lovell," the use of multiple business names, the use of mail drops in cities far from where GRASSO resided and operated his scheme, and his use of false or incomplete return addresses on his scheme correspondence.

59. With the fraudulent fulfillments to the Homeworker Victims, defendant MICHAEL J. GRASSO JR. often mailed, or caused to be mailed, instructions for collecting on his purported "unconditional" guarantee. Sometimes those instructions directed the Homeworker Victims to use an enclosed pre-addressed envelope, and some other times the instructions directed the victims to a specific refund address. In either case, GRASSO provided the Homeworker Victims with addresses of third-party individuals or companies that were in no way affiliated with GRASSO, and which had no knowledge of or responsibility for GRASSO's solicitations. In this way, GRASSO defrauded both the Homeworker Victims and the third-party victims, identified here as Victim A, Victim B, and Victim C.

60. Sometimes defendant MICHAEL J. GRASSO JR. failed to provide the Homeworker Victims with any practical recourse for recovering on his purported

“unconditional” guarantee. In this variant of the scheme, GRASSO’s solicitation and fulfillment materials included a legitimate address only on the envelope that the Homeworker Victims used to mail in their payment. Unless the victims kept a copy of that address, they would be left with no way to contact GRASSO, in as much as the sole return address on the remaining materials was a false and undeliverable address, such as “Order Procesing [sic] Center, Chicago, IL 61614.”

61. On or about August 18, 2012, defendant MICHAEL J. GRASSO JR. ordered, among other things, 1,500 guarantee envelopes addressed to Victim B from National Imprint Corporation, located in Claysburg, Pennsylvania. Those envelopes were shipped to GRASSO by private or commercial interstate carrier for delivery on or about August 22, 2012.

62. On or about November 5, 2012, defendant MICHAEL J. GRASSO JR. ordered, among other things, 1,000 guarantee envelopes addressed to Victim A from National Imprint Corporation. Those envelopes were shipped to GRASSO by private or commercial interstate carrier for delivery on or about November 12, 2012.

63. On or about February 19, 2013, defendant MICHAEL J. GRASSO JR. ordered from National Imprint Corporation 2,000 guarantee envelopes addressed to Victim C, such as the one used by Homeworker Victim RF in an unsuccessful effort to obtain a refund of his \$32 that he paid to GRASSO. Those envelopes were shipped to GRASSO by private or commercial interstate carrier for delivery on or about March 7, 2013.

64. As a consequence of defendant MICHAEL J. GRASSO JR.'s use of their addresses, at least Victim B and Victim C received hundreds of requests for refunds for which they were not responsible.

65. As a consequence of the fact that defendant MICHAEL J. GRASSO JR. directed requests for refunds to at least Victim B and Victim C instead of to himself, hundreds of persons who sought refunds to which GRASSO said they were entitled were deprived of their refunds.

66. Among the refund requests received by Victim C was one mailed by defendant MICHAEL J. GRASSO JR. on or about April 29, 2013, from Philadelphia, Pennsylvania. In that correspondence, GRASSO falsely and fraudulently claimed to have been a homeworker victim of his own scheme, falsely and fraudulently claimed to have been dissatisfied with the products received from himself, and falsely and fraudulently claimed to be entitled to a refund from Victim C of the fee that he falsely claimed to have paid for his own materials.

67. The 100% money back guarantee that appeared in defendant MICHAEL J. GRASSO JR.'s solicitations was false and fraudulent.

VI. Grasso's Short Postage

68. From in or about April 2011 to in or about May 2013, defendant MICHAEL J. GRASSO JR. possessed and leased Pitney Bowes postage meter no. 1049370 under the name MCG Media, LLC, [REDACTED], Maple Glen, PA 19002-2319. That machine charged GRASSO for postage for each postage meter label printed by the machine.

69. In order to mail letters and parcels without paying for the required postage, defendant MICHAEL J. GRASSO JR. made photocopies of legitimate postage meter labels, affixed them to mail matter, and placed those packages into the mail stream for delivery.

70. On or about August 4, 2014, defendant MICHAEL J. GRASSO JR. sent an email from Pennsylvania to Star Direct in New York. That message directed that the envelopes for the NHA mailers that he had ordered be printed without a postage paid indicia, representing to Star Direct that “we will be mailing via first class mail from down here.”

71. On or about December 9, 2014, defendant MICHAEL J. GRASSO JR. sent an email from Pennsylvania to Star Direct in New York. That message directed that the 20,000 copies of NHA mailers that he had ordered be printed without a postage paid indicia.

72. On or about December 16, 2014, defendant MICHAEL J. GRASSO JR. caused to be deposited for delivery from New York to Pennsylvania by private or commercial interstate carrier the about 20,000 NHA mailers ordered by him on or about December 9, 2014.

73. On or about February 4, 2015, defendant MICHAEL J. GRASSO JR. sent an email from Pennsylvania to Star Direct in New York. That message asked Star Direct to apply 3 cent stamps to his next order of mailers.

74. On or about February 11, 2015, defendant MICHAEL J. GRASSO JR. sent an email from Pennsylvania to Star Direct in New York. That message directed that the approximately 20,000 copies of NHA mailers that he had ordered be printed without a postage paid indicia.

75. On or about February 16, 2015, defendant MICHAEL J. GRASSO JR. caused to be deposited for delivery from New York to Pennsylvania by private or commercial interstate carrier the 20,000 NHA mailers ordered by him on or about February 11, 2015.

76. Starting in at least about September 2014, and continuing until at least February 2017, defendant MICHAEL J. GRASSO JR. arranged for solicitations to be placed in the mail stream to be mailed as first class mail, and to appear to have the requisite postage for first class mail, but in actuality these envelopes carried only 3 cent stamps per piece.

77. In September 2014 alone, defendant MICHAEL J. GRASSO JR. caused a total of about at least 60,000 solicitations to be placed in the mail stream as first class mail despite the fact that they bore only 3 cent stamps.

VII. Illustrative Homeworker Victims

78. The following examples are illustrative of the stories of thousands of homeworker victims solicited and injured by the scheme devised and carried out by defendant MICHAEL J. GRASSO JR.

A. Victim JM

79. JM, an individual residing in Trappe, Pennsylvania, received a solicitation from defendant MICHAEL J. GRASSO JR. asking whether he would “like to earn up to \$1,500 a week processing inquiry envelopes and mailing our letters from your home?,” and offering JM the opportunity to “[r]eceive \$3.00 for every envelope you process and mail with our letters!”

80. In response to defendant MICHAEL J. GRASSO JR.'s solicitation, on or about February 19, 2013, JM sent by U.S. mail check number 3371 in the amount of \$40 made out to NHA to [REDACTED], Chicago, IL, GRASSO's Chicago Mail Drop.

81. On or about February 27, 2013, JM's check was deposited into PNC Bank account xxxxxx4885, an account opened in the name MCG Media LLC by defendant MICHAEL J. GRASSO JR. on or about December 4, 2012.

82. In return for his money, defendant MICHAEL J. GRASSO JR. sent JM a package with the return address of the Chicago Mail Drop. The package was mailed with a postage meter slip from GRASSO's Pitney Bowes machine that had been taped onto the package.

83. The contents of the fulfillment that JM received were not what JM expected. Instead of envelopes to be stuffed, he received the Home Mailing Sales Letter Program booklet. JM's package also contained a sheet of paper repeating the 90-day unconditional money back guarantee contained in the solicitation to which JM responded. Neither that sheet of paper, nor the enclosed envelope to be used for taking advantage of the guarantee, made any reference to defendant MICHAEL J. GRASSO JR. or any of his businesses. Likewise, neither that sheet of paper, nor the enclosed guarantee envelope, made any reference to any address associated with defendant GRASSO or any of his businesses. Instead, both the sheet of paper and the guarantee envelope bore the name and business address of Victim B. Likewise, the Home Mailing Sales Letter Program booklet that GRASSO sent to JM also contained that misleading name and address.

84. On or about March 15, 2013, shortly after JM's \$40 check had been deposited, defendant MICHAEL J. GRASSO JR. wrote check number 1031 on PNC Bank account xxxxxx4885, to National Imprint Corporation to pay for printing of, among other things, the 2,000 return envelopes addressed to Victim C that he ordered on or about February 19, 2013.

B. Victim RF

85. Prior to March 8, 2013, RF, an individual residing in Ridley Park, Pennsylvania, received a solicitation from defendant MICHAEL J. GRASSO JR. asking whether he would "stuff envelopes for \$1000's weekly," and offering him the opportunity to "earn \$2 for each envelope" that he stuffed.

86. On or about March 8, 2013, RF followed the directions in the solicitation and sent a United States Postal Service money order in the amount of \$32 to MC Media Mailers, at defendant MICHAEL J. GRASSO JR.'s Los Angeles Mail Drop.

87. On or about March 18, 2013, RF's money order was deposited into TD Bank account xxxxxx8358, an account opened in the name MCG Media LLC by defendant MICHAEL J. GRASSO JR. on or about December 5, 2012.

88. In return for his money, RF received a package with a deceptive and incomplete return address that read: "Fulfillment Center, Los Angeles, CA 91906." The package was mailed with a postage meter slip from defendant MICHAEL J. GRASSO JR.'s Pitney Bowes machine that had been taped onto the package.

89. The contents of the fulfillment that RF received were not what RF expected. Instead of envelopes to be stuffed, he received the "Info-Pak" and "Get Paid Mailing Letters"

booklets. RF's package also contained a sheet of paper repeating the unconditional 30-day 100% satisfaction guarantee contained in the solicitation to which RF responded. Neither that sheet of paper, nor the enclosed envelope to be used for taking advantage of the guarantee, made any reference to defendant MICHAEL J. GRASSO JR. or any of his businesses. Likewise, neither that sheet of paper, nor the enclosed guarantee envelope, made any reference to any address associated with GRASSO or any of his businesses. Instead, both the sheet of paper and the guarantee envelope bore the name and business address of Victim C.

90. As a consequence of the misdirection perpetrated by defendant MICHAEL J. GRASSO JR., on or about March 22, 2013, RF sought a refund of his \$32 from Victim C, and Victim C was forced to explain to RF that Victim C had been the victim of identity theft and was not responsible for the loss of RF's money.

C. Victim DM

91. Prior to April 11, 2013, DM, an individual residing in Queen Village, NY, received a copy of the Goldenrod mailer from defendant MICHAEL J. GRASSO JR. asking whether she wanted "To Start Making Up To ... \$2,000's Weekly ... Stuffing Envelope/Info-Paks From Home?"

92. Shortly thereafter, DM followed the directions in the solicitation and sent a Western Union money order in the amount of \$40 to MC Media Mailers to defendant MICHAEL J. GRASSO JR. at GRASSO's Los Angeles Mail Drop.

93. On or about April 19, 2013, DM's money order was deposited into TD Account ending in the digits 8358, an account opened and controlled by defendant MICHAEL J. GRASSO JR.

94. The contents of the fulfillment that DM received were not what DM expected. Instead of envelopes to be stuffed, she received the "Info-Pak" and "Get Paid Mailing Letters" booklets. RF's package also contained an envelope that DM was to use to collect upon the 100% satisfaction guarantee contained in the solicitation to which DM responded. That guarantee envelope did not make any reference to defendant MICHAEL J. GRASSO JR. or any of his businesses. Instead, the guarantee envelope bore the name and business address of Victim C.

95. As a consequence of the misdirection perpetrated by defendant MICHAEL J. GRASSO JR., DM sought a refund of her \$40 from Victim C.

D. Victim CB

96. Prior to June 2, 2015, CB, an individual residing in Litchfield Park, Arizona, received a mailer from defendant MICHAEL J. GRASSO JR. asking whether he would like to earn "up to \$1,500 a week," and offering him the opportunity to "earn \$3 for each envelope you process and mail with our letters!" The mailer explained: "IF YOU CAN INSERT A LETTER INTO AN ENVELOPE AND DROP IT IN THE MAIL YOU CAN EASILY EARN \$1,500 EVERY WEEK ..."

97. On or about June 2, 2015, CB followed the directions in the solicitation and sent a United States Postal Service money order in the amount of \$40 to Financial Publications, at defendant MICHAEL J. GRASSO JR.'s Chicago Mail Drop.

98. When CB did not receive anything, he sent a letter to Financial Publications enclosing a copy of his money order and requesting his package.

99. Although it had been mailed with insufficient postage and no return address, CB ultimately received a package that included his letter to Financial Publications. The contents of the fulfillment that CB received were not what CB expected. Instead of a work-at-home opportunity, he received the “Info-Pak” and the “Home Employment Directory.”

E. Victim RF2

100. In or about March 2015, RF2, an individual residing in Rancho Cucamonga, CA, received a mailer from defendant MICHAEL J. GRASSO JR. asking whether he would like to earn “up to \$1,500 a week,” and offering him the opportunity to “earn \$3 for each envelope you process and mail with our letters!” The mailer explained: “IF YOU CAN INSERT A LETTER INTO AN ENVELOPE AND DROP IT IN THE MAIL YOU CAN EASILY EARN \$1,500 EVERY WEEK ...” The solicitation was sent to RF2 via first class mail, but was mailed with only a 3-cent stamp instead of proper first class postage.

101. On or before April 16, 2015, RF2 followed the directions in the solicitation and sent a Western Union money order in the amount of \$40 to Financial Publications, at defendant MICHAEL J. GRASSO JR.’s Chicago Mail Drop.

102. Although it had been mailed with insufficient postage and no return address, RF2 ultimately received a package that included a letter he had written to Financial Publications requesting rush service. The contents of the fulfillment that RF2 received were not what RF2

expected. Instead of envelopes to be stuffed, he received the “Info-Pak,” a booklet entitled “Third Party Tracer Program,” and the “Home Employment Directory.”

103. RF2’s fulfillment did not include any address from which to seek the “No Questions Asked, 90 Day Money Back Guarantee” that was promised in defendant MICHAEL J. GRASSO JR.’s solicitation. However, RF2 received in the mail a second similar solicitation from GRASSO. That solicitation also sought homeworkers and directed that payments be sent to GRASSO’s Los Angeles Mail Drop. Like the solicitation that GRASSO originally sent to RF, this second solicitation was sent to RF2 via first class mail, but was mailed with only a 3-cent stamp instead of proper first class postage.

104. RF2 mailed a request for a refund to defendant MICHAEL J. GRASSO JR. at GRASSO’s Los Angeles Mail Drop. GRASSO never sent RF2 the refund that he had guaranteed that he would provide.

F. Victim CS

105. Prior to March 30, 2013, CS, an individual residing in San Antonio, TX, received a copy of the NHA mailer from defendant MICHAEL J. GRASSO JR. asking whether he would like to earn “up to \$1,500 a week,” and offering him the opportunity to “earn \$3 for each envelope you process and mail with our letters!” The mailer explained: “IF YOU CAN INSERT A LETTER INTO AN ENVELOPE AND DROP IT IN THE MAIL YOU CAN EASILY EARN \$1,500 EVERY WEEK ...”

106. On or about March 30, 2013, CS followed the directions in the solicitation and sent a United States Postal Service money order in the amount of \$40 to NHA to defendant MICHAEL J. GRASSO JR. at GRASSO's Chicago Mail Drop.

107. When CS did not receive any response, on or about April 21, 2013, CS wrote to NHA and complained that he did not receive the work-at-home opportunity for which he had paid.

108. On or about April 29, 2013, CS's money order was deposited into PNC Account ending in the digits 4885, an account opened and controlled by defendant MICHAEL J. GRASSO JR.

109. On or about May 11, 2013, CS received an envelope from defendant MICHAEL J. GRASSO JR. with what purported to be his fulfillment. The contents of the fulfillment that CS received were not what CS expected. Instead of envelopes to be stuffed, he received the "Info-Pak" and "Get Paid Mailing Letters" booklets. CS's package also contained a return envelope that CS was to use to collect upon the 100% satisfaction guarantee contained in the solicitation to which CS responded. That return envelope did not make any reference to GRASSO or any of his businesses. Instead, the guarantee envelope bore the name and business address of Victim C.

110. As a consequence of the misdirection perpetrated by defendant MICHAEL J. GRASSO JR., CS sought a refund of his \$40 from Victim C.

G. Victim BW

111. On or before April 16, 2015, BW, an individual residing in Huntington, IN, received a mailer from defendant MICHAEL J. GRASSO JR. asking whether he would like to earn “up to \$1,500 a week,” and offering him the opportunity to “earn \$3 for each envelope you process and mail with our letters!” The mailer explained: “IF YOU CAN INSERT A LETTER INTO AN ENVELOPE AND DROP IT IN THE MAIL YOU CAN EASILY EARN \$1,500 EVERY WEEK ...”

112. On or before April 16, 2015, BW followed the directions in the solicitation and sent a Western Union money order in the amount of \$40 to Financial Publications.

113. Although it had been mailed with insufficient postage and no return address, BW ultimately received a package. The contents of the fulfillment that BW received were not what BW expected. Instead of envelopes to be stuffed, he received the “Info-Pak,” a booklet entitled “Third Party Tracer Program,” and the “Home Employment Directory.”

114. BW mailed a request for a refund to defendant MICHAEL J. GRASSO JR. GRASSO never sent to BW the refund that he had guaranteed that he would provide.

VIII. Grasso Finances His Mailings

115. On or about December 4, 2012, defendant MICHAEL J. GRASSO JR. opened an account at PNC Bank, ending in the digits 4885, in the name of MCG Media, LLC d/b/a Financial Publications National Homeworkers Assoc. (the “PNC Account”).

116. Shortly after that account was opened, defendant MICHAEL J. GRASSO JR. transferred in about \$8288 from another account. The PNC Account was closed in June 2013.

117. Approximately \$240,000 was deposited into the PNC Account between December 2012 and June 2013. Of these funds, in excess of about 90% were small dollar payments payable to NHA. The vast majority of these small dollar payments to NHA were in the amount of \$40.

118. On or about December 5, 2012, defendant MICHAEL J. GRASSO JR. opened an account at TD Bank, ending in the digits 8358, in the name of MCG Medial LLC d/b/a Financial Publications National Homework (the “TD Account”). The TD Account was active through about June 13, 2013.

119. Approximately \$68,000 was deposited into the TD Account between December 2012 and June 2013. Of these funds, in excess of about 85% were small dollar payments to MC Media Mailers. The vast majority of these small dollar payments to MC Media Mailers were in the amount of \$32, \$35, or \$40.

120. On or about February 11, 2013, defendant MICHAEL J. GRASSO JR purchased TD Bank cashier’s check number 60547112-8 in the amount of \$8,085 using funds from the TD Account. The check was made out to Ace Printing.

121. On or about February 22, 2013, defendant MICHAEL J. GRASSO JR. sent an email from Pennsylvania to Ace Printing in Oklahoma. That message discussed a lost check in the amount of \$8,085 to cover the cost of postage for a “goldenrod” mailing, and explained that GRASSO was expecting to receive money from earlier “goldenrod” mailings, and that those funds would be put into his TD Bank account and would be used to finance his future “goldenrod” mailings.

122. On or about February 22, 2013, defendant MICHAEL J. GRASSO JR. sent an email from Pennsylvania to Ace Printing in Oklahoma. That message instructed Ace Printing to deposit his check in the amount of \$8,085 that had just arrived because he needed the 30,000 piece “goldenrod” mailing “to go out ASAP.”

123. On or about February 22, 2013, Ace Printing deposited TD Bank cashier’s check number 60547112-8 in the amount of \$8,085.

THE SCHEME TO DEFRAUD

124. Between in and about April 2009 through about October 2015, in the Eastern District of Pennsylvania, and elsewhere, the defendant,

**MICHAEL J. GRASSO, JR.,
a/k/a “Michael J. Grasso” a/k/a “William Lovell,”**

devised and intended to devise a scheme to defraud JM, RF, DM, CB, RF2, CS, BW, and other individuals throughout the United States, to defraud Victim A, Victim B, and Victim C, and to defraud the United States Postal Service, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

It was a part of the scheme that:

125. Defendant MICHAEL J. GRASSO JR. caused to be created and mailed to tens of thousands of individuals throughout the United States solicitations using business names, including National Homeworkers Association, NHA, Financial Publications, Financial Publications, LLC, MJG Publications, and MC Media Mailers.

126. Through these solicitations, defendant MICHAEL J. GRASSO JR. represented that legitimate work-at-home employment, consisting of such activities as the stuffing and

mailing of envelopes, would be provided through those identified businesses upon the payment of an advance fee, normally ranging from approximately \$32 to \$40.

127. In the solicitations sent to individuals, defendant MICHAEL J. GRASSO JR. falsely represented that the advance fees were refundable and that satisfaction was guaranteed.

128. In solicitations sent to individuals, and prior to the payment of advance fees by individuals, defendant MICHAEL J. GRASSO JR. failed to disclose and concealed that the work-at-home employment required the solicitation of similar advance fees from others.

129. In the solicitations sent to individuals, and prior to the payment of advance fees by individuals, defendant MICHAEL J. GRASSO JR. failed to disclose and concealed that the payment of additional costs and expenses was required, including payments for copying, printing, advertising, and postage.

130. In the solicitations sent to individuals, and prior to the payment of advance fees by individuals, defendant MICHAEL J. GRASSO JR. failed to disclose and concealed that the work-at-home employment required individuals to conduct activities, including advertising and soliciting activities, outside of the home.

131. Defendant MICHAEL J. GRASSO JR. caused his solicitations to be mailed by first class mail while using short postage, thereby obtaining mail delivery services while depriving the United States Postal Service of revenue to which it was entitled.

132. Defendant MICHAEL J. GRASSO JR. caused mail to be received at private mail boxes and then forwarded by commercial interstate carriers, including UPS, to himself in

Pennsylvania. This mail included orders and advance fee payments from individual victims in response to GRASSO's false, fraudulent, and misleading work-at-home solicitations.

133. Instead of the promised work-at-home opportunity, defendant MICHAEL J. GRASSO JR. sometimes provided nothing and at other times provided fulfillment packages that included a work-at-home directory or directions for solicitation of advance fees from other individuals.

134. Defendant MICHAEL J. GRASSO JR. failed to make refunds as represented in the solicitations and fulfillment packages that he sent to his individual victims.

135. Defendant MICHAEL J. GRASSO JR. used false, partial, or misleading addresses to conceal his identity and his relationship to the businesses used in his promotions, and to prevent individual victims of his scheme from obtaining from him the refunds that he had promised.

136. Defendant MICHAEL J. GRASSO JR. falsely and fraudulently directed and planned to direct individuals to seek refunds from Victim A, Victim B, and Victim C, at addresses unrelated to the defendant, knowing that Victim A, Victim B, and Victim C had no involvement in the sales for which the refunds would be sought.

137. Defendant MICHAEL J. GRASSO JR. falsely and fraudulently sought a refund from Victim C, knowing that Victim C had no involvement in or responsibility for the materials that he himself had caused to be produced, and which he sent to Victim C under the false and fraudulent representation that he was entitled to a refund of money that he knew that he had never sent to Victim C.

138. Defendant MICHAEL J. GRASSO JR. used fraudulent postage meter strips to mail his fulfillment packages to his individual victims.

139. Defendant MICHAEL J. GRASSO JR. caused payments received in response to his work-at-home employment solicitations to be deposited into multiple financial accounts.

140. Despite the obligations of his supervised release, defendant MICHAEL J. GRASSO JR. concealed from the United States Probation Office his mailing of work-at-home solicitations, his collection of advanced fees from his scheme, his deposit of those proceeds into bank accounts, and his use of those funds to promote his scheme.

THE MAILINGS

141. On or about each of the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, having devised and intending to devise this scheme, the defendant,

**MICHAEL J. GRASSO, JR.,
a/k/a “Michael J. Grasso” a/k/a “William Lovell,”**

for the purpose of executing this scheme and attempting to do so, and aiding and abetting its execution, knowingly caused to be delivered by the United States Postal Service or by private or commercial interstate carrier, according to the directions thereon, to the persons described below, the documents listed below, each mailing constituting a separate count:

1	8/22/12	Guarantee envelopes bearing address of Victim B sent by National Imprint Corporation to GRASSO, for delivery by interstate carrier
2	11/12/12	Guarantee envelopes bearing address of Victim A sent by National Imprint Corporation to GRASSO, for delivery by interstate carrier
3	1/28/13	Cashier’s check for \$7,776 to Ace Printing to pay the invoice identified as: GRASSO 134, by U.S. mail

Count	Approximate Delivery Date	Description
4	2/4/13	Cashier's checks totaling about \$15,935 to Ace Printing to pay the invoice identified as: GRASSO 135, by U.S. mail
5	2/8/13	Cashier's check for \$7776 to Ace Printing to pay the invoice identified as: GRASSO 136, by U.S. mail
6	2/19/13	Homeworker victim JM sent check number 3371 to GRASSO, by U.S. mail
7	3/7/13	Guarantee envelopes bearing address of Victim C sent by National Imprint Corporation to GRASSO, for delivery by interstate carrier
8	3/8/13	Homeworker Victim RF sent money order to GRASSO, by U.S. mail
9	3/12/13	GRASSO sent fulfillment to Homeworker Victim JM, by U.S. mail
10	3/22/13	GRASSO sent fulfillment to Homeworker Victim RF, by U.S. mail
11	3/22/2013	Homeworker Victim RF sent request for refund to Victim C, by U.S. mail
12	4/29/13	GRASSO sent a refund request to Victim C, by U.S. mail
13	6/19/13	Check in the amount of about \$3888 to Ace Printing to pay the invoice identified as: GRASSO 167, by U.S. mail
14	6/21/13	Check in the amount of about \$8100 to Ace Printing to pay the invoice identified as: GRASSO 168, by U.S. mail
15	6/30/13	Check in the amount of about \$3888 to Ace Printing to pay the invoice identified as: GRASSO 181, by U.S. mail
16	7/12/13	Check in the amount of about \$687 to Ace Printing to pay the invoice identified as: GRASSO 171, by U.S. mail
17	7/26/13	Check in the amount of about \$1296 to Ace Printing to pay the invoice identified as: GRASSO 175, by U.S. mail
18	7/31/13	Check in the amount of about \$1232 to Ace Printing to pay the invoice identified as: GRASSO 176, by U.S. mail
19	8/6/13	Check in the amount of about \$2805 to Ace Printing to pay the invoice identified as: GRASSO 177, by U.S. mail
20	8/14/13	Check in the amount of about \$1232 to Ace Printing to pay the invoice identified as: GRASSO 179, by U.S. mail
21	9/15/2013	Check in the amount of about \$1232 to Ace Printing to pay the invoice identified as: GRASSO 186, by U.S. mail

Count	Approximate Delivery Date	Description
22	9/16/13	Check in the amount of about \$1337 to Ace Printing to pay the invoice identified as: GRASSO 185, by U.S. mail
23	9/20/13	Check in the amount of about \$1410 to Ace Printing to pay the invoice identified as: GRASSO 187, by U.S. mail
24	10/23/14	Richbo mailers sent by Star Direct to GRASSO, for delivery by interstate carrier
25	12/16/14	NHA mailers sent by Star Direct to GRASSO, for delivery by interstate carrier
26	2/16/15	NHA mailers sent by Star Direct to GRASSO, for delivery by interstate carrier
27	4/16/15	Homeworker Victim RF2 sent money order to GRASSO, by U.S. mail
28	6/2/15	Homeworker Victim CB sent money order to GRASSO, by U.S. mail
29	10/16/15	NHA mailers sent by Star Direct to GRASSO, for delivery by interstate carrier

All in violation of Title 18, United States Code, Sections 1341 and 1349.

COUNTS THIRTY THROUGH THIRTY-SEVEN
(wire fraud)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 123 of Count One through Count Twenty-Nine are incorporated here.

THE SCHEME TO DEFRAUD

2. From in or around April 2009 to in or around October 2015, in the Eastern District of Pennsylvania, and elsewhere, defendant

**MICHAEL J. GRASSO, JR.,
a/k/a “Michael J. Grasso” a/k/a “William Lovell,”**

devised and intended to devise a scheme to defraud JM, RF, DM, CB, RF2, CS, BW, and other individuals throughout the United States, to defraud Victim A, Victim B, and Victim C, and to defraud the United States Postal Service, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was part of the scheme that:

3. Paragraphs 124 through 140 of Count One through Count 29 are incorporated here.

THE WIRINGS

4. On or about each of the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, defendant

**MICHAEL J. GRASSO, JR.,
a/k/a “Michael J. Grasso” a/k/a “William Lovell,”**

for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below, each transmission constituting a separate count:

Count	Approximate Delivery Date	Description
30	9/13/12	Email message from GRASSO, in Pennsylvania, to Ace Printing, in Oklahoma, ordering 5,000 NHA postcards
31	2/22/13	Email message from GRASSO, in Pennsylvania, to Ace Printing, in Oklahoma, instructing Ace Printing to deposit his check
32	5/10/13	Email message from GRASSO, in Pennsylvania, to Ace Printing, in Oklahoma, ordering 10,000 mailers
33	5/17/13	Email message from GRASSO, in Pennsylvania, to Ace Printing, in Oklahoma, asking Ace Printing to delay printing his mailer
34	5/21/13	Email message from GRASSO, in Pennsylvania, to Ace Printing, in Oklahoma, asking Ace Printing to perform fulfillment on GRASSO's behalf
35	8/4/14	Email message from GRASSO, in Pennsylvania, to Star Direct, in New York, directing that envelopes for NHA mailers be printed without postage paid indicia
36	5/29/15	Fax message from GRASSO, in Pennsylvania, to Star Direct, in New York, authorizing payment for the printing of NHA mailers
37	10/23/2015	Fax message from GRASSO, in Pennsylvania, to Star Direct, in New York, authorizing payment for the printing of NHA mailers

All in violation of Title 18, United States Code, Sections 1343 and 1349.

COUNTS THIRTY-EIGHT THROUGH FIFTY-NINE
(Money Laundering)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 123 and 125 through 140 of Count One through Count Twenty-Nine are incorporated by reference.
2. From in and about September 2009 to at least about June 2013, defendant MICHAEL J. GRASSO JR. opened accounts at financial institutions, including the following:
 - a. On or about September 8, 2009, defendant MICHAEL J. GRASSO JR. signed an account registration and agreement form for PNC Bank Account xxxxxx-0317, in the name of MJG Advertising Agency;
 - b. On or about December 4, 2012, defendant MICHAEL J. GRASSO JR. signed an account registration and agreement form for PNC Bank account xxxxxx4885, in the name of MCG Media LLC, DBA Financial Publications National Homeworkers Association (the “PNC Account”);
 - c. On or about December 5, 2012, defendant MICHAEL J. GRASSO JR. signed a New Business Account agreement form for TD Bank account xxxxxx8358, in the name of MCG Media LLC, DBA Financial Publications National Homework (the “TD Account”); and
 - d. On or about June 19, 2013, defendant MICHAEL J. GRASSO JR. signed a Customer Agreement form for Susquehanna Bank account no. xxxxxxxx9064, in the name of MCG Media LLC.

At all times material to this indictment:

3. On or about the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, defendant

**MICHAEL J. GRASSO, JR.,
a/k/a “Michael J. Grasso” a/k/a “William Lovell,”**

knowingly conducted, and attempted to conduct, and aided, abetted, and willfully caused, the following financial transactions, representing payments to Ace Printing, affecting interstate commerce:

Count	Approx. Date	Approx. Amount	Description of Financial Transaction
38	12/21/12	\$7,876.00	Personal check drawn on the TD Account for printing of Goldenrod mailers
39	12/21/12	\$7,942.00	Cashier's check purchased with funds drawn from the PNC Account for postage for NHA mailers
40	1/ 4/13	\$5,000.00	Cashier's check purchased with funds drawn from the PNC Account for postage for Goldenrod mailers
41	1/4/13	\$2,950.00	Cashier's check purchased with funds drawn from the PNC Account for postage for Goldenrod mailers
42	1/7/13	\$100.00	Personal check drawn on the TD Account for printing Goldenrod mailers
43	2/11/13	\$8085	Cashier's check purchased with funds drawn from the TD Account for postage for Goldenrod mailers
44	2/12/13	\$609.00	Personal check drawn on the TD Account for fulfillment booklet
45	2/15/13	\$140.00	Personal check drawn on the TD Account for fulfillment booklet
46	2/28/13	\$8,100.00	Cashier's check purchased with funds drawn from the PNC Account for postage for NHA mailers
47	3/4/13	\$3,938	Personal check drawn on the TD Account for printing Goldenrod mailers
48	3/4/13	\$518	Personal check drawn on the TD Account for printing Info Paks
49	3/7/13	\$8,100.00	Cashier's check purchased with funds drawn from the PNC Account for postage for Goldenrod mailers
50	3/13/13	\$8,000.00	Cashier's check purchased with funds drawn from the TD Account for postage for Goldenrod mailers

Count	Approx. Date	Approx. Amount	Description of Financial Transaction
51	3/18/13	\$3,938.00	Personal check drawn on the TD Account for printing Goldenrod mailers
52	4/2, 2013	\$1,701	Personal check drawn on the PNC Account for printing Info Paks
53	4/4, 2013	\$7,776.00	Personal check drawn on the PNC Account for printing NHA mailers
54	4/4, 2013	\$4,400.00	Cashier's check purchased with funds drawn from the TD Account for postage for Goldenrod mailers
55	4/19/2013	\$3,448.00	Personal check drawn on TD Account for printing Goldenrod mailers
56	4/25/13	\$8,100.00	Cashier's check purchased with funds drawn from the PNC Account for postage for NHA mailers
57	4/25/13	\$144.00	Personal check drawn on TD Account for printing Goldenrod mailers
58	4/26/13	\$346.00	Personal check drawn on TD Account for printing Goldenrod mailers
59	5/6/13	\$8,084.00	Cashier's check purchased with funds drawn from the TD Account for postage for Goldenrod mailers

4. When conducting, aiding, abetting, and willfully causing, the financial transactions described in paragraph 3 above, defendant MICHAEL J. GRASSO JR. knew that the property involved in those financial transactions represented the proceeds of some form of unlawful activity.

5. The financial transactions described in paragraph 3 above involved the proceeds of a specified unlawful activity, that is, mail and wire fraud, in violation of Title 18, United States Code, Sections 1341 and 1343, and defendant MICHAEL J. GRASSO JR. acted with intent to promote the carrying on of specified unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 2.

COUNTS SIXTY THROUGH SIXTY-FOUR
(False Probation Reports)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 123 and 125 through 140 of Count One through Count Twenty-Nine are incorporated by reference.
2. As a condition of his supervised release, between about October 2009 and about November 1, 2012, defendant MICHAEL J. GRASSO JR. prepared and submitted periodic reports for each month. GRASSO signed those reports subject to penalty under 18 U.S.C. § 1001 for making false statements or concealing material facts.
3. In those reports, defendant MICHAEL J. GRASSO JR. was obligated to:
(i) identify his employer, position held, gross wages, and immediate supervisor; (ii) provide a monthly financial statement including all of his earnings, other cash inflows, total monthly cash inflows, and total monthly cash outflows; (iii) state whether he rented or had access to a post office box; (iv) state whether he had a checking account and identify all other financial account information; and (v) list all expenditures of \$500 including all goods and services.
4. Throughout the period of his supervised release, and until at least about November 1, 2012, defendant MICHAEL J. GRASSO JR. received income from persons responding to his solicitations and advertisements for his fraudulent work-at-home scheme.
5. Throughout the period of his supervised release, and until at least about November 1, 2012, defendant MICHAEL J. GRASSO JR. paid the expenses of operating his fraudulent work-at-home scheme, including expenses for printing, delivering, and mailing his solicitations.

6. Throughout the period of his supervised release, and until at least about November 1, 2012, defendant MICHAEL J. GRASSO JR. had access to a post office box.

7. Throughout the period of his supervised release, and until at least about November 1, 2012, defendant MICHAEL J. GRASSO JR. maintained and had access to checking accounts which he used to operate his work-at-home scheme.

8. On or about the following dates, in the Eastern District of Pennsylvania, and elsewhere, defendant

**MICHAEL J. GRASSO, JR.,
a/k/a “Michael J. Grasso” a/k/a “William Lovell,”**

in a matter within the jurisdiction of the United States Probation Office, an agency of the judicial branch of the United States, knowingly and willfully made and used false writings and documents knowing the same to contain materially false, fictitious, and fraudulent statements and entries, each report constituting a separate count:

Count	Date of Submission	Month of Report	False Entries
60	8/27/12	May 2012	<ul style="list-style-type: none"> • Employment • Employment earnings • Total cash inflows • Total cash outflows • Checking account • Post office box

Count	Date of Submission	Month of Report	False Entries
61	8/27/12	June 2012	<ul style="list-style-type: none"> • Employment • Employment earnings • Total cash inflows • Total cash outflows • Checking account • Post office box
62	8/27/12	July 2012	<ul style="list-style-type: none"> • Employment • Employment earnings • Total cash inflows • Total cash outflows • Checking account • Post office box
63	11/1/12	August 2012	<ul style="list-style-type: none"> • Employment • Employment earnings • Other cash inflows • Total cash outflows • Checking account • Post office box
64	11/1/12	September 2012	<ul style="list-style-type: none"> • Employment • Employment earnings • Other cash inflows • Total cash inflows • Total cash outflows • Checking account • Post office box

All in violation of Title 18, United States Code, Section 1001.

COUNT SIXTY-FIVE
(False Statements Concealing Work-at-Home Business)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 123 and 125 through 140 of Count One through Count Twenty-Nine are incorporated by reference.
2. As a condition of his supervised release, defendant MICHAEL J. GRASSO JR. was prohibited from mailing or contracting the mailing, or directing the mailing “of any solicitation pertaining to ‘work-at-home’ employment opportunities.”
3. Defendant MICHAEL J. GRASSO JR.’s conditions of supervised release stated: “Prior to contracting a mailing, personally directing, or mailing, any solicitation, or before placing any advertisement . . . the defendant shall provide the probation office and the Court with a copy of the proposed solicitation and or advertisement for review and final approval.”
4. From in or about May 2012 to in or about November 1, 2012, in the Eastern District of Pennsylvania, and elsewhere, defendant

MICHAEL J. GRASSO, JR.,
a/k/a “Michael J. Grasso” a/k/a “William Lovell,”

in a matter within jurisdiction of the United States Probation Office, an agency of the judicial branch of the United States, knowingly and willfully falsified, concealed, and covered up by any trick, scheme, and device material facts in that defendant GRASSO failed to provide the Probation Office with copies of his work-at-home solicitations prior to placing or making or mailing them, the trick, scheme, and device consisting of GRASSO’s failure to make disclosure despite a legal obligation to do so and despite having made other disclosures.

In violation of Title 18, United States Code, Section 1001.

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Sections 1341, 1343 and 1349, set forth in this indictment, defendant

MICHAEL J. GRASSO, JR.
a/k/a “Michael J. Grasso”
a/k/a “William Lovell

shall forfeit to the United States of America any property constituting, or derived from, proceeds obtained directly or indirectly from the commission of such offenses, including, but not limited to the sum of \$ 970,000.

2. If any of the property described above, 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 to, sold to, or deposited with a third party;
- c. has been placed beyond the jurisdiction of this 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 21 U.S.C. § 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, Sections 981(a)(1)(C), and 28 U.S.C. § 2461.

A TRUE BILL:

GRAND JURY FOREPERSON

LOUIS D. LAPPEN
ACTING UNITED STATES ATTORNEY