



Approved: Justin Rodriguez
Justin V. Rodriguez
Assistant United States Attorney

DOC # _____

Before: THE HONORABLE KEVIN NATHANIEL FOX
United States Magistrate Judge
Southern District of New York

17 MAG . 4985

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UNITED STATES OF AMERICA : SEALED COMPLAINT

- v. - :

NAPOLEON GRIER, : Violations of
ANTHONY GUDE, : 18 U.S.C. § 1349
SUSETTE MCDANIEL HARRIS, :
a/k/a "Susette Harris," : COUNTY OF OFFENSE:
a/k/a "Jade Harris," and : NEW YORK
STEVEN SCHLATMANN,
a/k/a "Steve Rockwell,"

Defendants.

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SOUTHERN DISTRICT OF NEW YORK, ss.:

CALEB A. PIKE, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation ("FBI"), and charges as follows:

COUNT ONE
(Conspiracy to Commit Wire Fraud)

1. From at least in or about April 2010 up to and including at least in or about August 2012, in the Southern District of New York and elsewhere, NAPOLEON GRIER, ANTHONY GUDE, SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a "Jade Harris," and STEVEN SCHLATMANN, a/k/a "Steve Rockwell," the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit wire fraud in violation of Section 1343 of Title 18, United States Code.

2. It was a part and an object of the conspiracy that NAPOLEON GRIER, ANTHONY GUDE, SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a "Jade Harris," and STEVEN

SCHLATMANN, a/k/a "Steve Rockwell," the defendants, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, GRIER, GUDE, HARRIS, SCHLATMANN, and other co-conspirators participated in a scheme to defraud victims by promising to provide financing that was never actually provided after victims paid advance fees.

(Title 18, United States Code, Section 1349.)

The bases for my knowledge and for the foregoing charges are, in part, as follows:

3. I am a Special Agent with the FBI and I have been personally involved in the investigation of this matter. I am currently assigned to a squad specializing in, and where I have gained training and experience in, economic crimes. I base this affidavit on my training and experience, as well as on my conversations with others, including, law enforcement agents and, and my examination of various reports and records. Because this affidavit is being submitted for the limited purpose of demonstrating probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements, and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

Overview of the Advance Fee Scheme Co-Conspirators

4. I have been involved in an investigation of, among others, NAPOLEON GRIER, ANTHONY GUDE, SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a "Jade Harris," and STEVEN SCHLATMANN, a/k/a "Steve Rockwell," the defendants. Based on my participation in this investigation, and as set forth in greater detail below, I have learned that, from at least in or about April 2010 to at least in or about August 2012, GRIER, GUDE, HARRIS, SCHLATMANN, and others devised and participated in a scheme (the "Advance Fee Scheme") that defrauded victims of at least \$2.275 million.

5. Based on my review of reports of conversations between law enforcement officers and victims and others, my

conversations with those officers, as well as my review of documents (including emails) obtained during the course of this investigation, and as set forth in further detail below, I have learned that the co-conspirators involved in the Advance Fee Scheme, included:

a. NAPOLEON GRIER, the defendant. GRIER represented himself to victims as an experienced Wall Street financier. He sometimes used his company, Napoleon Grier Enterprises, Inc. ("NGE"), in furtherance of the Advance Fee Scheme. GRIER communicated with victims and others in relation to the Advance Fee Scheme through, among other means, the email accounts napoleongrier@earthlink.net, napoleongrier@msn.com, and napoleongrier@hotmail.com (the "Grier Earthlink Account," the "Grier MSN Account," and the "Grier Hotmail Account," respectively).

b. A co-conspirator ("CC-1") not named as a defendant herein. CC-1 was a lawyer that GRIER often represented to victims as his experienced and well-connected partner. Bank accounts in CC-1's name and the name of CC-1's law firm were often used in connection with the Advance Fee Scheme.

c. ANTHONY GUDE, the defendant. GUDE worked with GRIER to defraud several victims and, like GRIER, he represented himself as an experienced financier. GUDE sometimes used his companies, M1T Holdings, Inc. ("M1T") and AGL Construction Group, Inc. or AGL Equities, Inc. ("AGL"), in furtherance of the Advance Fee Scheme. GUDE communicated with victims and others in relation to the Advance Fee Scheme through, among other means, a Gmail email account, gude.business@gmail.com (the "Gude Business Gmail Account").

d. STEVEN SCHLATMANN, a/k/a "Steve Rockwell," the defendant. SCHLATMANN worked for GUDE, and helped GUDE and GRIER defraud his aunt (the Concert Hall Victim, described below) of \$225,000. SCHLATMANN communicated with victims and others in relation to the Advance Fee Scheme through, among other means, a Gmail email account, steveschlat@gmail.com (the "Schlatmann Account").

e. SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a "Jade Harris," the defendant. HARRIS was an executive of NGE. HARRIS communicated with victims and others in relation to the Advance Fee Scheme through, among other means, an AOL email account, tacarah@aol.com (the "Harris Account"). MCDANIEL HARRIS stated in an email sent from the Harris Account in August 2011:

"[My title] is Executive Managing VP of NGE. I am Napoleon's business PARTNER. Therefore, in most cases, I am in a decision making role."¹

Overview of the Advance Fee Scheme

6. As described further below, the Advance Fee Scheme generally worked as follows:

a. Some combination of NAPOLEON GRIER, the defendant, ANTHONY GUDE, the defendant, and CC-1 – operating out of offices near Wall Street in Manhattan, New York – would hold themselves out as experienced financiers to victims and promise that they could obtain financing for victims' intended projects.

b. Co-conspirators promised victims that after the victims wired initial deposits into escrow accounts controlled by the co-conspirators, the victims would later receive the full amount of their promised financing, often in a few months' time.

c. The co-conspirators never provided any of the financing they promised to victims and they never returned any of the more than \$2,275,000 in advance fees they defrauded the victims into depositing into escrow accounts.

d. Throughout the Advance Fee Scheme, the co-conspirators made repeated excuses to victims as to why no financing had been provided, stated that the financing or the return of their initial payments would be forthcoming, and otherwise made statements that, based on my training and experience, appear as if they were intended to lull victims into

¹Based on my review of emails provided by victims, my review of emails obtained pursuant to judicially authorized search warrants, my review of reports between victims and law enforcement officers, and my conversations with those officers, it appears that NAPOLEON GRIER, the defendant, was user of the Grier Earthlink Account, the Grier MSN Account, and the Grier Hotmail Account, that ANTHONY GUDE, the defendant, was the user of the Gude Business Gmail Account, that STEVEN SCHLATMANN, the defendant, was the user of the Schlatmann Account, and SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a "Jade Harris," was the user of the HARRIS account. In addition, subscriber information provided by AOL indicates that the Harris Account was registered in the name of "Jade McDaniel Harris" and that the address provided for the account matches the address listed in HARRIS'S DMV and bank records.

a false sense that they would receive their money and prevent the victims from taking remedial action or making reports to authorities.

Overview of the Victims

7. As described further below, the Advance Fee Scheme's victims included at least:

a. The Concert Hall Victim: A New Jersey-based woman who was promised \$2.5 million in financing to purchase a concert hall in New Jersey (the "Concert Hall Victim"). To obtain financing, the Concert Hall Victim wired an initial payment of \$225,000. The promised funding was never provided and the \$225,000 was never returned.

b. The Fuel Company Victims: Two Pennsylvania-based men who were promised \$20 million in financing to start a fuel additive company in Ecuador (the "Fuel Company Victims"). To obtain financing, one of the Fuel Victims wired an initial payment of \$150,000. The promised funding was never provided and the \$150,000 was never returned.

c. The Movie Victims: A Canadian filmmaker and a California-based filmmaker who requested \$3 million of promised financing to make a movie (the "Movie Victims"). To obtain financing, one of the Movie Victims wired \$900,743.97 in initial payments. The promised funding was never provided and the more than \$900,000 was never returned.

d. The Wind Energy Victims: Two Illinois-based men who were promised up to \$10 million in financing for the purchase of a Canadian wind turbine company (the "Wind Energy Victims"). To obtain financing, one of the Wind Energy Victims wired a \$1 million initial payment. The promised funding was never provided and the \$1 million was never returned.

The Concert Hall Victim

8. Based on my review of reports of conversations between law enforcement officers and the Concert Hall Victim as well as my conversations with those officers, I have learned the following:

a. In 2010, the Concert Hall Victim was seeking approximately \$2.5 million in financing to purchase, remodel, and reopen a concert hall in New Jersey.

b. In or about April 2010, one of the Concert Hall Victim's nephews introduced her to ANTHONY GUDE, the defendant. Around that time, GUDE, who worked with the Concert Hall Victim's other nephew, STEVEN SCHLATMANN, a/k/a "Steve Rockwell," the defendant, met with the Concert Hall Victim at offices located in Manhattan. GUDE advised the Concert Hall Victim at that meeting that he could help her obtain the funding she needed for the concert hall. During the meeting, GUDE explained to the Concert Hall Victim that there were ways to obtain loans from foreign banks via the stock market.

c. In or about May 2010, the Concert Hall Victim met with GUDE for a second time. NAPOLEON GRIER, the defendant, was present at this meeting and informed the Concert Hall Victim that he was business partners with CC-1, whom the Concert Hall Victim believed was a millionaire. The Concert Hall Victim decided to work with GRIER due to GRIER'S partnership with CC-1. During the meeting, GUDE and GRIER presented the Concert Hall Victim with loan files for famous individuals and organizations for whom they had supposedly obtained funding.

d. GRIER explained that the Concert Hall Victim needed to put forth \$250,000 to obtain a \$2.5 million loan. GRIER advised that he would return the \$225,000 plus an additional \$25,000 within 30 days. According to GRIER, the Concert Hall Victim would then receive her additional funding within 90 days. GRIER explained that, after funding, the Concert Hall Victim's loan payments would be between \$25,000 to \$30,000 per month and payable to GRIER.

e. In or about June 2010, the Concert Hall Victim accessed \$225,000 from a home equity loan and, pursuant to instructions from GRIER and GUDE, transferred \$225,000 to a TD Bank account (the "AGL TD Bank Account").

f. The Concert Hall Victim never received (i) the \$250,000 GRIER promised she would receive 30 days after making the \$225,000 transfer or (ii) any other money from GRIER or GUDE at any point.

g. GRIER made many excuses over time, including through email communication, as to why the Concert Hall Victim did not receive any of the promised funding. For example, GRIER advised at various points that the money had not reached his account yet, that it would arrive in two weeks, and that the funds had arrived but were not liquid yet.

h. The Concert Hall Victim requested the return of her initial \$225,000 so she could pay bills that became overdue, as she eventually fell 18 months behind on her home equity payments and had her home go into foreclosure. GRIER advised he would return the Concert Hall Victim's money, but he never did.

i. The Concert Hall Victim also asked GUDE to have her money refunded, but, as noted, the Concert Hall Victim never received any money from GUDE or GRIER.

9. Based on my review of a "Wire Transfer of Funds Request," signed by the Concert Hall Victim and dated June 28, 2010, I have learned that on or about June 28, 2010, the Concert Hall Victim authorized the transfer of \$225,000 from a Wachovia Bank account in her name to the AGL TD Bank Account.

10. Based on my review of bank records as well as reports from FBI analysts who conducted forensic financial analyses of bank records and other documents in connection with this investigation, I have learned the following:

a. ANTHONY GUDE, the defendant, is the incorporator of AGL and the signatory of the AGL TD Bank Account.

b. The AGL TD Bank Account was opened on or about February 3, 2010.

c. On or about June 28, 2010, the AGL TD Bank Account received a \$225,000 wire transfer from the Concert Hall Victim. See also *supra* 8(e), 9. Before receiving the wire from the Concert Hall Victim, the AGL TD Bank Account had a negative balance.

d. From on or about June 30, 2010 to at least on or about August 20, 2010, GUDE withdrew \$40,000 and made approximately \$11,500 in purchases from the AGL TD Bank Account, including purchases from restaurants such as Hooter's, hotels such as the Taj Mahal in Atlantic City, and retail stores such as Hugo Boss, Abercrombie & Fitch, and American Apparel.

e. On or about June 30, 2010, the AGL TD Bank Account wired \$175,000 to an account at a Signature Bank in the name of CC-1's law firm (the "CC-1 Signature Bank Account").

f. From on or about July 15, 2010 to at least on or about October 20, 2010, the CC-1 Signature Bank Account disbursed \$5,400 to SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a "Jade Harris," the defendant.

g. The AGL TD Bank Account was closed on or about October 19, 2010.

11. Based on my review of emails obtained from victims and obtained pursuant to judicially authorized search warrants, I have learned, as described further below, that from at least in or around July 2010 to at least in or around August 2012, NAPOLEON GRIER, ANTHONY GUDE, and STEVEN SCHLATMANN, a/k/a "Steve Rockwell," the defendants, sent the Concert Hall Victim emails that, in sum and substance, made excuses as to why no funding had been provided, stated that funding would be forthcoming, and appear, based on my training and experience, intended to lull the Concert Hall Victim into a false sense that she would receive her money and to postpone the Concert Hall Victim from taking remedial action or making reports to authorities. For example:

a. On or about August 10, 2010, the Concert Hall Victim stated in an email that her loan was "piggybacked" onto another loan and that her "understanding is that the \$250K is already in their account, it's just a matter of paperwork to be done." The Concert Hall Victim forwarded that email to the Gude Business Gmail Account, which replied "Delete section with piggy back loan - that is not accurate, the rest is fine."

b. On or about August 10, 2010, the Gude Business Gmail Account emailed the Grier Earthlink Account and stated, in part: "I spoke with" the Concert Hall Victim and another "last Friday and relayed to them that the \$250K would be advanced at some point this week. Monday or Tuesday of next week the latest."

c. On or about August 30, 2010, the Concert Hall Victim emailed the Grier Earthlink Account and the Gude Business Gmail Account, among others, and stated in part: "I cannot stress enough how urgently I need my money, I'm at zero & some bills are past due." The Grier Earthlink Account responded to that email and stated in part: "That is being facilitated now." The Grier Earthlink Account also responded on or about September 7, 2010 to a similar email by stating: "Understood. Awaiting Funds posting now!"

d. On or about November 1, 2010, the Schlatmann Account emailed the Concert Hall Victim and stated, in part: "We have a shit load happening and your money is in here. the full 2.4M."

e. On or about November 9, 2010, the Concert Hall Victim emailed the Grier Earthlink Account, the Gude Business Gmail Account, and the Schlatmann Account, asking, in sum and substance, for an update on when she could expect to receive her \$250,000. On or about November 9, 2010, the Grier Earthlink Account responded and stated, in part, "We have the money in the bank and we are processing it to move it to New York!"

f. On or about November 12, 2010, the Grier Earthlink Account emailed the Concert Hall Victim and the Gude Business Gmail Account, among others, and stated in part: "I deeply apologize for the delay" and "I will have this all closed up over the next 72 hours or less."

g. On or about February 8, 2011, the Concert Hall Victim emailed the Grier Earthlink Account and the Gude Business Gmail Account, among others, asking, in sum and substance, for an update on her funding. On or about February 8, 2011, the Grier Earthlink Account responded and stated in part: "I am projecting under 5 days from now. In Full."

h. On or about March 15, 2011, in response to a request for an update from the Concert Hall Victim, the Grier Earthlink Account stated, in part: "Its all done. Will update in the AM."

i. On or about April 20, 2011, the Gude Business Gmail Account emailed the CEO of the bank that owned the concert hall the Concert Hall Victim wanted to purchase (which email was also sent to the Concert Hall Victim) and stated, in part, "We will be capitalized and distribute funds before the end of the week."

j. On or about October 11, 2011, the Gude Business Account emailed the Concert Hall Victim and stated in part and in sum and substance that ANHTONY GUDE, the defendant, was meeting with NAPOLEON GRIER, the defendant, the following day and "will get a timeline for funding and return of the money."

k. On or about March 15, 2012, the Schlatmann Account sent an email, copying the Concert Hall Victim, stating in part: "I just want to assure her that her wait is not in vein and that we will take care of her over due mortgage as well as give her the loan Napoleon had promised over a year ago."

l. On or about March 21, 2012, the Schlatmann Account emailed the Grier Earthlink Account and the Gude Business Gmail Account, copying the Concert Hall Victim, stating

in part that the Concert Hall Victim "called me to ask if we were available for a meeting tomorrow. The answer is obviously yes." The Gude Business Gmail Account responded with availability for the meeting and the Grier Earthlink Account responded with a desire to have attorneys present at the meeting.

m. On or about August 2, 2012, the Grier MSN Account emailed the Concert Hall Victim, among others, copying the Grier Hotmail Account, and stated in substance and in part that the Concert Hall Victim never invested with GRIER that there was never any formal or informal arrangement between GRIER and the Concert Hall Victim, and that "I have not benefited from \$1 United States Dollar of your capital." The email also stated that the Concert Hall Victim should obtain records from her nephew and GUDE and "[s]hould they fail to provide such to you we are an Accounting Firm and have the records on file if desired;" "I implore to check your and his [GUDE'S] records before you make any further claims of impropriety or malfeasance;" "The Game of Diversion is up and over tomorrow."

n. On or about August 2, 2012, the Grier MSN Account emailed the Concert Hall Victim, among others, and stating in part and in sum and substance that he would welcome a meeting at his offices in New York the following day.

The Fuel Company Victims

12. Based on my review of reports of conversations between law enforcement officers and a Pennsylvania-based man ("Fuel Company Victim-1") and his business partner ("Fuel Company Victim-2"), as well as my conversations with those officers, I have learned the following:

a. In approximately July 2010, Fuel Company Victim-1 began seeking financing for a business that would manufacture and distribute a synthetic oil additive in Ecuador.

b. Fuel Company Victim-1 was introduced to ANTHONY GUDE, STEVEN SCHLATMANN a/k/a "Steve Rockwell," and, later, NAPOLEON GRIER, the defendants, to discuss financing the business.

c. The Fuel Company Victims traveled to New York to meet with GUDE, SCHLATMANN, and CC-1 to discuss financing. Fuel Company Victim-1 understood that GUDE and SCHLATMANN were partnering with GRIER and CC-1 to provide financing. The meeting occurred at CC-1's office in New York.

d. During the meeting, GUDE and SCHLATMANN advised that GRIER would be obtaining the financing for Fuel Company Victim-1. Fuel Company Victim-1 was informed that he would be funded with a bundled non-recourse loan. It was further explained that Fuel Company Victim-1 was required to deposit \$150,000 in order to receive \$20,000,000 in financing from Grier, and that the \$150,000 was guaranteed to be returned if the loan fell apart. To ensure the \$150,000 deposit was protected, it was to be placed into CC-1's escrow account until Fuel Company Victim-1 authorized its release.

e. In approximately October 2010, Fuel Company Victim-1 wired \$150,000 to an escrow account in CC-1's name, but he never authorized funds to be withdrawn from the escrow account. Within 48 hours, Fuel Company Victim-1 called GUDE and SCHLATMANN, and informed them he wanted his money returned. GUDE and SCHLATMANN said they would refund his money the next day. The following day, GUDE and SCHLATMANN informed Fuel Company Victim-1 he needed to wait five days for the \$150,000 to be refunded.

f. Over the next two months, GRIER made various excuses as to why the \$150,000 had not been returned and various promises as to when it would be returned.

g. In December 2010, Fuel Company Victim-1 wrote a letter to GRIER advising that GRIER was in breach of the agreement. In March 2011 GRIER threatened that he knew individuals within "special forces" who would "take care" of the Fuel Company Victims if they kept trying to take action against him.

13. Based on my review of documents provided by the Fuel Company Victims, my review of reports between law enforcement officers and the Fuel Company Victims, and my conversations with those officers, I have learned the following:

a. In or about October 2010, Fuel Company Victim-1 (on behalf of his fuel business), ANTHONY GUDE, the defendant, (on behalf of M1T), and NAPOLEON GRIER, the defendant, (on behalf of NGE) signed a Memorandum of Understanding (the "MOU"), a copy of which I have reviewed.

b. Among other things, the MOU provides: (i) NGE and M1T will lend Fuel Company Victim-1's business \$20,000,000 at a 5.25% interest rate for a 60 month period, (ii) Fuel Company Victim-1's business will pay NGE and M1T a \$150,000 transactional fee by depositing such amount into an escrow

account; and (iii) certain protections will be afforded the \$150,000 fee.

14. Based on my review of reports from FBI analysts who conducted forensic financial analyses of bank records and other documents in connection with this investigation, I have learned that:

a. On or about October 14, 2010, Fuel Company Victim-1 wired \$150,000 from a Citizens Bank account in Pennsylvania to an escrow account at an HSBC Bank in New York associated with CC-1 (the "CC-1 HSBC Account"). Prior to that transfer, the CC-1 HSBC Account had a zero balance.

15. Based on my review of emails obtained from victims and from judicially authorized search warrants, I have learned, as described further below, that from at least in or around March 2011 to at least in or around August 2012, NAPOLEON GRIER and STEVEN SCHLATMANN, a/k/a "Steve Rockwell," the defendants, sent the Fuel Company Victims emails that, in sum and substance, made excuses as to why the \$150,000 had not been returned, stated that the return of the \$150,000 would be forthcoming, and appear, based on my training and experience, intended to lull the Fuel Company Victims into a false sense the \$150,000 would be returned and to postpone the Fuel Company Victims from taking remedial action or making reports to authorities. For example:

a. On or about March 18, 2011, the Grier Earthlink Account emailed the Fuel Company Victims, among others, and stated: "I have Billions of Dollars!!! OK? As soon as we process the funds via Middle Markets (if you are familiar) with the Banks Mafia I will forward the funds to [ANTHONY GUDE'S, the defendant, and SCHLATMANN'S counsel]! Get a Brake Pedal and some Yoga and stand by for the dough\$\$\$"

b. On or about March 26, 2011, the Schlatmann Account emailed Fuel Company Victim-1 and stated, in part: "You should prepare for your funds on Tuesday of this week."

c. On or about April 6, 2011, Fuel Company Victim-1 emailed the Grier Earthlink Account, the Gude Business Account, and the Schlatmann Account, among others, and stated, in sum and substance, that he wanted to know when he would be getting his money back and that if he did not get a satisfactory answer by the next day that he would report GRIER, SCHLATMANN, GUDE, and others to law enforcement and start legal proceedings.

d. On or about April 6, 2011, the Grier Earthlink Account responded and stated: "As a Former Federal Agent and Government Official[] I implore you to ask your Attorneys what Law you are in violation of by Issuing such a statement....I assure you I want to get your money to you more than you want it. . . . I am awaiting my funds clearance."

e. On or about August 2, 2012, the Grier MSN Account sent emails to Fuel Company Victim-2, among others, and stated in response to attempts to orchestrate a meeting with Grier to address victim funds: "Come to the office so you can get your bank records;" "Be there at 1 PM [on August 3, 2012];" "If this is so important please please show uo [sic] at my office with your evidence."

The Movie Victims

16. Based on my review of reports of conversations between law enforcement officers and a Canadian film producer ("Movie Victim-1"), my conversations with those officers, as well as documentation obtained in the course of the investigation, I have learned the following:

a. In or about March 2011, Movie Victim-1 was seeking approximately \$6 million in financing for a film project. Movie Victim-1 was introduced by his partner ("Movie Victim-2") to a co-conspirator not named as a defendant herein ("CC-2") who in turn introduced Movie Victim-1 to CC-1 and NAPOLEON GRIER, the defendant.

b. Movie Victim-1 decided to work with CC-1, CC-2, and GRIER based on CC-1's well-known reputation in the entertainment industry. GRIER was introduced to Movie Victim-1 as CC-1's partner.

c. The Movie Victims entered into agreements with CC-1, GRIER, and CC-2 pursuant to which Movie Victim-1 was responsible for providing \$1.2 million of his total financing request of \$6 million. Movie Victim-1, however, reduced his financing request to \$3 million and transferred approximately \$900,000 into an escrow account in CC-1's name. Due to the change in the amount of financing requested, Movie Victim-1 was supposed to be refunded approximately \$300,000 of his \$900,000 but no funds were ever returned and no financing was ever provided.

17. Based on my review of bank records as well as reports from FBI analysts who conducted forensic financial

analyses of bank records and other documents, I have learned the following:

a. On or about March 11, 2011, Movie Victim-1's film company (the "Film Company") wired \$510,246.15 to a TD Bank account in New York in CC-1's name (the "CC-1 IOLA Account"). Prior to that transfer, the CC-1 IOLA Account had a balance of only \$100.

b. On or about March 16, 2011, \$500,000 was disbursed from the CC-1 IOLA Account to a TD Bank account in the name of NGE.

c. On or about March 16, 2011, the Film Company wired \$289,990.00 to the CC-1 IOLA Account.

d. On or about March 21, 2011, \$40,000 was disbursed from the CC-1 IOLA Account to a TD Bank account in the name of NGE.

e. On or about March 28, 2011, the Film Company wired \$100,507.82 to the CC-1 IOLA Account.

f. From on or about April 13, 2011 to at least on or about August 20, 2011, at least an additional \$115,500 was disbursed from the CC-1 IOLA Account to a TD Bank account in the name of NGE.

g. From in or about March 2011 to in or about July 2011, at least \$4,665.85 was disbursed from the TD Bank account in the name of NGE discussed above to SUSETTE MCDANIEL HARRIS, a/k/a "Jade Harris," a/k/a "Susette Harris," the defendant.

h. From on or about March 16, 2011 to August 18, 2011, \$66,014.45 was disbursed from the TD Bank account in the name of NGE discussed above to NAPOLEON GRIER, the defendant.

i. On or about May 20, 2011, \$3,000 was disbursed from the TD Bank account in the name of NGE discussed above to ANTHONY GUDE, the defendant.

18. Based on my review of reports of conversations between law enforcement officers and Movie Victim-1, my conversations with those officers, as well as documentation obtained in the course of the investigation, I have learned the following:

a. NAPOLEON GRIER, the defendant, CC-1, and CC-2 did not obtain the additional funding Movie Victim-1 requested and never returned any portion of Movie Victim-1's initial deposit of \$900,743.97.

b. Movie Victim-1 explained that GRIER, CC-1, and CC-2 provided excuses ranging from trying to obtain funding from different parts of the world to market fluctuations. Movie Victim-1 received emails promising his initial investment was safe and that his money was going to be returned.

19. Based on my review of emails obtained from victims and from judicially authorized search warrants, I have learned the following:

a. On or about June 3, 2011, CC-2 sent an email to the Movie Victims and the Grier Earthlink account stating, in part: "The final arrangements are being made to fund you. The funding your group will receive is \$3MM for the production of [the film]. You will further receive a refund of \$250K. We are awaiting the funding clearance from our bankers, which we anticipate will occur within days."

b. On or about July 19, 2011, the Grier Earthlink account emailed Movie Victim-1 and stated in part: "I will need to get you on a conference today with the Trade Desk whom originally booked your transaction so that we may ascertain directly from the author of the check the status of the file and funding."

c. On or about July 21, 2011, the Grier Earthlink account emailed Movie Victim-1 and stated: "We are in major activity. We are addressing 'all' and arranging for the payment accts."

d. On or about October 18, 2011, the Harris Account emailed Movie Victim-2 and stated in part: "Please be advised that as per Napoleon, a 25M Letter of Credit out of Union Bank in California has been secured and it is in the process of being monetized. With this action, it is Grier's intention to provide you with the funds that have been discussed. . . . [T]he good news is that everything is fine and you can rest assured that the transaction will come to closure shortly." As discussed below, the Harris Account sent a substantially similar email to a representative of the Wind Energy Victims on the same date. See *infra* ¶ 23(d).

e. On or about November 29, 2011, the Harris Account emailed Movie Victim-2 and stated in part: "Please be advised that every day when most people do nothing, the personnel at NGE work. . . . You asked for a schedule and that is impossible for me to give you. That is like asking a pregnant woman at what time her baby is going to be born. . . . All we ask is for some understanding and a little more patience. This will be done and we will advise you when we can disburse funds."

f. On or June 22, 2012, the Grier Hotmail Account emailed Movie Victim-1 and stated, in part: "I am still planning on funding the deal."

g. On or about July 26, 2012, in response to a request for an update from Movie Victim-1, the Grier Hotmail Account responded in part: "You are to receive ApPROX 300K."

The Wind Energy Victims

20. Based on my review of reports of conversations between law enforcement officers and the president ("Wind Energy Victim-1") of a wind energy company (the "Wind Energy Company") and the secretary treasurer ("Wind Energy Victim-2") of the Wind Energy Company, as well as documentation obtained in the course of the investigation, including bank records, I have learned the following:

a. Wind Energy Victim-1 wanted to purchase a Canadian company that specialized in producing wind turbines and move the company to the United States.

b. Wind Energy Victim-2 referred Wind Energy Victim-1 to the son-in-law ("Witness-1") of one of Wind Energy Victim-2's longtime employees to obtain financing.

c. Witness-1, in turn, introduced Wind Energy Victim-1 to NAPOLEON GRIER, the defendant, in July 2011. GRIER explained that he would help provide the Wind Energy Company with the financing it required. Witness-1 worked on behalf on the Wind Energy Victims to obtain the financing from GRIER.

d. Wind Energy Victim-1, on behalf of the Energy Company, and GRIER, on behalf of NGE Enterprises, signed a document dated August 8, 2011 and titled "Closing Procedures August 9-12, 2011," which provided, in sum and substance, and among other things, that the Wind Energy Company would pay a \$1 million "Funding Fee" and would receive up to \$10 million in financing. The agreement further provided that \$5 million in

financing would be provided within 90 days of the transfer of the \$1 million "Funding Fee."

21. Based on my review of and reports from FBI analyst who conducted forensic financial analyses of bank records, I have learned:

a. On or about August 8, 2011, \$1 million was transferred from the Wind Energy Company's bank account with the Bank of Edwardsville in Illinois to a JPM Chase account in CC-1's name (the "CC-1 JPM Account"). Prior to that transfer, the CC-1 JPM Account had a balance of only \$28.

b. From on or about August 10, 2011 to at least on or about February 16, 2012, at least \$388,000 was transferred from the CC-1 JPM Account to a JPM Chase account in the name of NGE.

c. From on or about August 11, 2011 to at least on or about March 28, 2012, at least \$53,070 was disbursed from the JPM Chase account in the name of NGE described above to SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a "Jade Harris," the defendant.

d. From on or about August 11, 2011 to at least on or about April 4, 2012, at least \$70,794.47 was disbursed from the JPM Chase account in the name of NGE described above to NAPOLEON GRIER, the defendant.

22. Based on my review of reports of conversations between law enforcement officers and the Wind Energy Victims, my conversations with those officers, as well as documentation obtained in the course of the investigation, I have learned the following:

a. Wind Energy Victim-1 never received any of the financing promised by NGE or any of the \$1 million "Funding Fee" he paid.

b. GRIER provided multiple excuses, including through email, for not providing the financing, including that the funding was in the works, funding was almost completed, and that the money was in California and needed to be transferred. SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a/ "Jade Harris," the defendant, assisted with the transaction and also provided excuses, including through email, as to why funding was not being provided.

23. Based on my review of emails obtained from victims and from judicially authorized search warrants, I have learned, as described further below, NAPOLEON GRIER and SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a/ "Jade Harris," the defendants, sent emails that, in sum and substance, made excuses as to why no funding had been provided, stated that funding would be forthcoming, and appear, based on my training and experience, intended to lull the Wind Energy Victims into a false sense that they would receive their money and to postpone the Wind Energy Victims from taking remedial action or making reports to authorities. For example:

a. In an email dated September 26, 2011, the Grier Earthlink Account wrote to Witness-1 in part: "we have just been appraised by our Trustee that we shall hear from and have approval or rejection on or about Thursday [September 29, 2011] on our request for this and other immediate funding."

b. In an email dated October 1, 2011, the Harris Account emailed Witness-1 and stated in part: "Grier has indicated that he has been in touch with one of the funding sources on the West Coast and all is progressing well. It has been indicated that aside from the primary funding, there will be some smaller gap funding to NGE, which may occur between Oct 5-15th. It is at that time, ideally you should see an advance of some funding."

c. In an email dated October 14, 2011, the Grier Earthlink Account wrote to Witness-1 in part: "Our rep confirmed that all processing was proceeding within the banks as planned."

d. In an email dated October 18, 2011, the Harris Account emailed Witness-1 and stated in part: "Please be advised that as per Napoleon, a 25M Letter of Credit out of Union Bank in California has been secured and it is in the process of being monetized. With this action, it is Grier's intention to provide you with the funds that have been discussed. . . . [T]he good news is that everything is fine and you can rest assured that the transaction will come to closure shortly."

e. In an email dated October 31, 2011, the Harris Account responded to an email from Witness-1 about the status of funding by saying: "Please be advised that Mondays are not days for updates. Usually, none of our providers work on the weekends which is why we provide updates in the middle of the week. I did however indicate that we will UPDATE once we have something to update with. It truly is not necessary for you reach out to us."

f. In an email dated November 4, 2011, Jade Harris wrote to Witness-1 and stated in part: "Please be advised that we shall be providing you (and all other concerned parties with updates once we have them to give. We understand your need to have the information but unfortunately we are not able to just arbitrarily provide constant telephone updates [as] most would like to have. . . . There is no greater goal than to try to close your transaction. However, we need to be able to do so in a stress-free environment as we concentrate on the funding providers and their requirements."

g. On or about November 9, 2011, Witness-1 emailed the Grier Earthlink Account and asked, in sum and substance, about the status of the funding. The Grier Earthlink Account replied that same day and stated, in part, that "[i]t will take us another 3 to 5 days to fund."

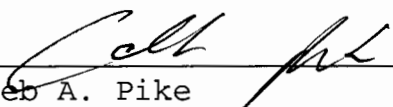
h. In an email dated December 9, 2011, the Grier Earthlink Account emailed Witness-1 and stated in part: "the boss is in Belgium and confirmed yesterday that this AM the commencement of the Wire Transfers to New York would commence which should result in posting your accounts beginning Monday with our specific funds estimated to arrive on...Tuesday."

i. On December 13, 2011, Witness-1 emailed the Grier Earthlink Account and asked, in sum and substance, whether Grier could provide any evidence of funding, to which the Grier Earthlink Account replied "Confirmation of ???Dough\$\$\$????? What????? If so, that is what my LIFE consist of..We are awaiting the Central Bank or Federal Reserve notification now!"

j. On December 15, 2011, the Grier Earthlink Account emailed Witness-1 and stated in, sum and substance: "That F ing wire transfer have better Post at TD Bank by Friday AM ... I see the slip and transmission. As soon as it Post you are Done and Funded!"

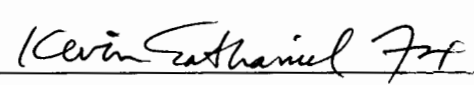
k. In an email dated January 18, 2012 to Witness-1, the Harris Account stated in part that: "It is now and has always been the objective of NGE to provide funding for your project. The original timelines have been missed not due to NGE [sic] to other factors concerning the funds normally used fro [sic] such projects."

WHEREFORE the deponent respectfully requests that warrants be issued for the arrest of NAPOLEON GRIER, ANTHONY GUDE, SUSETTE MCDANIEL HARRIS, a/k/a "Susette Harris," a/k/a "Jade Harris," and STEVEN SCHLATMANN, a/k/a "Steve Rockwell," the defendants, and that they be imprisoned or bailed, as the case may be.



Caleb A. Pike
Special Agent, FBI

Sworn to before me this
30th day of June 2017



THE HONORABLE KEVIN NATHANIEL FOX
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK