

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

UNITED STATES OF AMERICA

CRIMINAL NO. 17-20775

vs.

HON. ROBERT H. CLELAND

VIOLATIONS:

**D-2 ANTHONY MARROCCO, 18 U.S.C. § 1951: Extortion,
Attempted Extortion and Extortion
Conspiracy**
Defendant.

_____ /

FIRST SUPERSEDING INDICTMENT FILED USDC - CLERK DET
2020 MAR 11 AM 11:25

The Grand Jury charges:

GENERAL ALLEGATIONS

At all times relevant to this Superseding Indictment, all of the following was true:

1. **ANTHONY MARROCCO** was an agent of Macomb County, Michigan ("Macomb County"), a local government entity.
2. From January 1993 through December 2016, **ANTHONY MARROCCO** served as the elected Macomb County Public Works Commissioner ("Commissioner"), where he headed the Macomb County Department of Public

Works (“Department of Public Works” or “DPW”). As Commissioner, **MARROCCO** was responsible for the management and upkeep of County drains, along with a system of pipes and pumps that provided sewer services to over one million people. **MARROCCO** also controlled the selection of contractors paid to service the drain and sewer systems, as well as the issuance of sewer, water and soil erosion permits. In addition, **MARROCCO** was responsible for the review and approval of residential subdivision plats.

3. From October 3, 1994, through December 2016, Dino Bucci worked as an employee of the Macomb County Department of Public Works under **ANTHONY MARROCCO**. From November 2000, through December 2016, Dino Bucci served as an elected trustee of Macomb Township, Michigan.

4. At all times relevant to this indictment, **ANTHONY MARROCCO** operated and controlled three non-profit entities, including “Citizens for Anthony Marrocco,” the “Anthony Marrocco Victory PAC,” and the “Independent Voters PAC.”

5. All of the events referred to in this indictment occurred in the Eastern District of Michigan.

COUNT ONE

(18 U.S.C. § 1951 – Conspiracy to Commit Extortion)

D-2 ANTHONY MARROCCO

THE CONSPIRACY

1. The Grand Jury incorporates by reference paragraphs 1 through 5 of the General Allegations above as if they were set forth in full herein.

2. From in or about 1994, through in or about December 2016, in the Eastern District of Michigan, Southern Division, defendant **ANTHONY MARROCCO** did unlawfully, willfully, and knowingly combine, conspire, confederate, and agree with Dino Bucci, and other individuals, to knowingly and unlawfully obstruct, delay and affect commerce through extortion, in that they obtained money from real estate developers, employees of engineering firms, municipal contractors and others (collectively, “the victims”), with the consent of the victims induced by wrongful fear of economic harm and under color of official right.

**MANNER AND MEANS BY WHICH THE
CONSPIRACY WAS CARRIED OUT**

3. It was part of the conspiracy that **ANTHONY MARROCCO** directed Dino Bucci and other co-conspirators to solicit from the victims hundreds of thousands of dollars in cash and personal checks to purchase tickets for

MARROCCO's fundraisers, including yearly holiday dinner parties and summer golf outings, or for other expenditures.

4. It was further part of the conspiracy that Dino Bucci, at the direction of **ANTHONY MARROCCO**, would communicate to the victims that if they did not purchase tickets to **MARROCCO's** fundraisers, including the holiday party and the golf outing, the victims would suffer adverse economic consequences caused by **MARROCCO**. Those adverse economic consequences could come about by **MARROCCO** or his employees at the DPW taking one or more of the following actions, among others:

- a. Failing to award or renew DPW contracts to the victims;
- b. Holding up approval of residential subdivision plats for the victims' real estate projects;
- c. Holding up water and sewer permits sought by the victims;
- d. Holding up soil erosion permits sought by the victims that are required in order to begin a property development project; and
- e. Refusing to pay the invoices of DPW vendors who did not purchase fundraising tickets.

6. It was further part of the conspiracy that **ANTHONY MARROCCO** kept lists of those victims who bought his fundraising tickets and those who did not. **MARROCCO** kept these lists so he would know which victims to assist and which he would hinder with respect to their requests from the DPW.

7. The victims purchased tickets to **ANTHONY MARROCCO's** fundraisers, which cost them thousands of dollars, because they feared that if they did not, they would suffer adverse economic consequences caused by **MARROCCO** and his employees at the DPW. The victims made their checks out to one of **MARROCCO's** three non-profit entities, as directed by **MARROCCO**, Dino Bucci, or others.

8. It was further part of the conspiracy that **ANTHONY MARROCCO** used some of the monies raised from the victims to pay for personal expenses, such as air travel to Florida and Massachusetts, automobile rentals, expensive meals at restaurants in Palm Beach and Delray Beach, Florida, hotel stays, condo association charges, spa visits, wedding and holiday gifts, and yacht club charges.

9. It was further part of the conspiracy that **ANTHONY MARROCCO** would conceal and direct others to conceal the nature of the personal expenditures by attempting to make them appear to be legitimate campaign or Political Action Committee expenses.

10. From in or about 1994, through December 2016, Dino Bucci, at the direction of **ANTHONY MARROCCO**, would solicit thousands of dollars from the victims to pay for tickets to **MARROCCO's** fundraisers.

11. On or about June 9, 2010, prior to a DPW staff meeting, **ANTHONY MARROCCO** gave one of his staff members a list containing invoices of vendors that were owed money by the DPW. **MARROCCO** had crossed off certain vendors because he was not satisfied with their donations to his fundraisers. **MARROCCO** directed the staff member to remove those vendors from the list of vendors to be paid by the DPW.

12. In or about 2010, when asked by a former employee of the DPW why *Developer A's* permits were not being issued, **ANTHONY MARROCCO** told that former employee that it was because *Developer A* failed to follow-through on making a campaign donation to a political candidate favored by **MARROCCO**.

13. In or about 2010, the former employee of the DPW contacted *Developer A* and told him that the reason **ANTHONY MARROCCO** was not allowing *Developer A* to get his permits was that *Developer A* failed to make the political donation to **MARROCCO's** favored political candidate.

14. On or about November 29, 2010, **ANTHONY MARROCCO** released the permits for *Developer A*, after *Developer B*, a partner of *Developer A*, made a \$1,000 donation to **ANTHONY MARROCCO's** favored political candidate.

15. Prior to 2011, *Engineering Firm A* was unable to obtain any work with the DPW because they did not purchase enough tickets to **ANTHONY MARROCCO's** fundraisers.

16. In or about the summer of 2011, a high level official of the DPW working under **ANTHONY MARROCCO** informed a partner at *Engineering Firm A* that, in order to get contracts with the DPW, *Engineering Firm A* needed to do fundraising for **MARROCCO**.

17. In or about the summer of 2011, the partner at *Engineering Firm A* caused **ANTHONY MARROCCO** to be notified that *Engineering Firm A* would be holding a fundraiser in the future for **MARROCCO**.

18. In or about September 2011, **ANTHONY MARROCCO** authorized a no-bid professional services contract with *Engineering firm A* worth over \$300,000.

19. On or about December 5, 2011, the partner at *Engineering Firm A* held a fundraising event to benefit **ANTHONY MARROCCO**.

20. Beginning in or about 2012, after partners and employees of *Engineering Firm A* increased the number of tickets they purchased for **ANTHONY MARROCCO's** fundraisers, **MARROCCO** began routinely awarding lucrative DPW contracts to *Engineering Firm A*.

21. Between 2012 and 2016, **ANTHONY MARROCCO** awarded DPW contracts to *Engineering Firm A* that were worth approximately \$6.4 million.

During that same time period, partners and employees of *Engineering Firm A* purchased over \$40,000 in tickets to **MARROCCO's** fundraisers.

22. In or about January 2015, **ANTHONY MARROCCO** directed Dino Bucci to hold up a residential development by *Developer C* because *Developer C* had failed to purchase tickets for **MARROCCO's** fundraisers in the past.

23. On or about January 15, 2015, Dino Bucci told *Developer D* that *Developer D* needed to tell *Developer C* that *Developer C* “better donate fast” to **ANTHONY MARROCCO** in order for *Developer C's* project to move forward.

24. On or about February 4, 2015, Dino Bucci told *Developer D* that the reason **ANTHONY MARROCCO** was holding up *Developer C's* soil erosion permits was because *Developer C* failed to contribute to **MARROCCO's** fundraisers.

25. In or about February 2015, *Developer D* gave approximately \$2,000 in cash to Dino Bucci for **ANTHONY MARROCCO**. *Developer D* told Bucci that the money was from *Developer C*, but it was actually *Developer D's* money.

26. In or about April 2016, *Developer B* had lunch with **ANTHONY MARROCCO** in order to smooth things over between **MARROCO** and *Developer A*, due to *Developer A* not purchasing enough tickets to **MARROCCO's** fundraisers to satisfy **MARROCCO**.

27. In or about April 2016, during his lunch with *Developer B*, **ANTHONY MARROCCO** told *Developer B* that *Developer A* needed to increase his donations to **MARROCCO**, stating, “it [donating] would be a good insurance policy.”

28. In or about May 2016, **ANTHONY MARROCCO** replaced *Excavation Firm A* on a multi-million-dollar sinkhole repair project with another excavation firm because **MARROCCO** learned that the owner of *Excavation Firm A* (who is also *Developer A*) held a fundraiser for **MARROCCO**’s opponent in advance of the election for Public Works Commissioner.

29. In or about August 2016, after learning that *Engineering Firm B* and other engineering firms held a fundraiser for the Drain Commissioner in a neighboring county, **ANTHONY MARROCCO** directed Dino Bucci to tell *Engineering Firm B* and the other firms that they needed to purchase ten additional tickets to **MARROCCO**’s fundraiser.

30. In or about August 2016, Dino Bucci told a project manager at *Engineering Firm B* that *Engineering Firm B* needed to purchase ten additional tickets to **MARROCCO**’s fundraiser.

31. During the course of the conspiracy, **ANTHONY MARROCCO** stated to Dino Bucci on multiple occasions, “They’ll convict me of murder before they convict me of corruption.”

All in violation of Title 18, United States Code, Section 1951.

COUNT TWO

(18 U.S.C. § 1951 – Extortion)

D-2 ANTHONY MARROCCO

1. The Grand Jury incorporates by reference paragraphs 1 through 5 of the General Allegations above, as well as Count One above, as if they were set forth in full herein.

2. On or about February 4, 2015, in the Eastern District of Michigan, defendant **ANTHONY MARROCCO** did knowingly and unlawfully obstruct, delay and affect interstate commerce by extortion, in that he obtained payments from *Developer D* in connection with *Developer C's* project, with the consent of *Developer D* induced by wrongful fear of economic harm and under color of official right.

All in violation of Title 18, United States Code, Section 1951.

COUNT THREE

(18 U.S.C. § 1951 – Attempted Extortion)

D-2 ANTHONY MARROCCO

1. The Grand Jury incorporates by reference paragraphs 1 through 5 of the General Allegations above, as well as Count One above, as if they were set forth in full herein.

2. In or about April 2016, in the Eastern District of Michigan, defendant **ANTHONY MARROCCO** did knowingly and unlawfully attempt to obstruct, delay and affect interstate commerce by extortion, in that he attempted to obtain payments from *Developer A*, attempting to induce the consent of *Developer A* by wrongful fear of economic harm and under color of official right.

All in violation of Title 18, United States Code, Section 1951.

COUNT FOUR

(18 U.S.C. § 1951 – Extortion)

D-2 ANTHONY MARROCCO

1. The Grand Jury incorporates by reference paragraphs 1 through 5 of the General Allegations above, as well as Count One above, as if they were set forth in full herein.

2. On or about August 31, 2016, in the Eastern District of Michigan, defendant **ANTHONY MARROCCO** did knowingly and unlawfully obstruct, delay and affect interstate commerce by extortion, in that he obtained money from a project manager at *Engineering Firm B*, with the consent of that project manager induced by wrongful fear of economic harm and under color of official right.

All in violation of Title 18, United States Code, Section 1951.

Forfeiture Allegation

(18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) – *Criminal Forfeiture*)

1. The allegations contained in Counts One through Four of this Superseding Indictment are hereby re-alleged and incorporated by reference to allege forfeiture under Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Under Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), upon conviction of a conspiracy to violate Title 18, United States Code, Section 1951, the defendant shall forfeit to the United States of America, any property, real or personal, which constitutes or is derived from proceeds traceable to said violation. As part of the forfeiture, the United States intends to seek a forfeiture money judgment.

3. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall seek forfeiture of substitute property under Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

THIS IS A TRUE BILL

s/Grand Jury Foreperson
GRAND JURY FOREPERSON

MATTHEW SCHNEIDER
United States Attorney

s/R. Michael Bullotta
R. MICHAEL BULLOTTA
Assistant United States Attorney

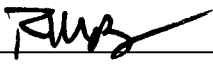
s/David A. Gardey
DAVID A. GARDEY
Assistant United States Attorney
Chief, Public Corruption Unit

s/Steven P. Cares
STEVEN P. CARES
Assistant United States Attorney

Dated: March 11, 2020

United States District Court Eastern District of Michigan	Criminal Case Cover Sheet	Case Number: 17-20775
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NOTE: It is the responsibility of the Assistant U.S. Attorney signing this form to complete it accurately in all respects.

Companion Case Information	Companion Case Number: 16-20732, 17-20363 & 17-20568
This may be a companion case based on LCrR 57.10(b)(4) ¹ :	Judge Assigned: Robert H. Cleland
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	AUSA's Initials: 

Case Title: USA v. D-2 Anthony Marrocco

County where offense occurred: Macomb

Offense Type: Felony

Indictment --- based upon LCrR 57.10 (d) [Complete Superseding section below]

Superseding Case Information

Superseding to Case No: 17-20775 **Judge:** Robert H. Cleland

Reason:

Embraces same subject matter but adds the additional defendants or charges below:

<u>Defendant Name</u>	<u>Charges</u>	<u>Prior Complaint (if applicable)</u>
Anthony Marrocco	18 USC § 1951	N/A

Please take notice that the below listed Assistant United States Attorney is the attorney of record for the above captioned case

March 11, 2020
Date


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¹ Companion cases are matters in which it appears that (1) substantially similar evidence will be offered at trial, or (2) the same or related parties are present, and the cases arise out of the same transaction or occurrence. Cases may be companion cases even though one of them may have already been terminated.