

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

**08-60299**  
Case No.

**CR-ZLOCH**

**MAGISTRATE JUDGE  
SNOW**

18 USC 1349  
18 USC 1341  
18 USC 1343

UNITED STATES OF AMERICA,

v.

ANTHONY AFFATATI,  
a/k/a "Iggy," a/k/a "Ant," a/k/a "Charles Young,"

Defendant.

INFORMATION

The United States Attorney charges that:

COUNT 1 - CONSPIRACY TO COMMIT FOREIGN EXCHANGE FRAUD  
AND MORTGAGE FRAUD

(Conspiracy: 18 USC 1349)

GENERAL ALLEGATIONS

At times material to this Information:

Foreign Exchange Fraud:

Options

1. A foreign currency option provides the possessor of it with the right, but not the obligation, to buy or sell a foreign currency at a specified price within a specified period of time.

2. An option to sell foreign currency is called a “put.”

3. An option to buy foreign currency is called a “call.”

4. The specified price at which the purchase or sale of a foreign currency may occur is called the “strike price.”

5. The last date on which an option may be exercised is called the “expiration date.”

6. A put is “in the money” if its strike price is above the market price of the foreign currency at the time that the holder of the put seeks to exercise his or her option to sell because the investor can then sell the foreign currency for the higher strike price, thereby immediately gaining a security with the increased value of the difference between the strike price and the lower market price of the foreign currency purchased. If the strike price of the put is below the market price of the foreign currency at the time that the holder of the put’s option expires, the put is “out of the money,” and the holder of the put’s options will expire without being exercised; consequently, the puts become worthless.

7. A call is “in the money” if its strike price is below the market price of the foreign currency at the time that the holder of the call seeks to exercise his or her option to buy the foreign currency because the investor can then buy the foreign currency for the lower strike price, thereby immediately gaining a security with the increased value of the difference between the strike price and the higher market price of the foreign currency purchased. If the strike price of the call is above the market price of the foreign currency at the time that the holder of the call’s option expires, the call is “out of the money,” and the holder of the call’s options will expire without being exercised; consequently, the calls become worthless.

8. An option is “deep out of the money” when the price of the foreign currency is far below,

in the case of a call option, or far above, in the case of a put option, the strike price. Deep out of the money options are considered the most speculative because they have little likelihood of becoming profitable.

9. An “introducing broker” is a firm that solicits and handles orders for the purchase or sale of foreign currency option contracts, but an introducing broker does not accept any money directly for foreign currency option contracts purchased or sold.

10. Rather, an introducing broker submits orders to a futures commission merchant (“FCM”). The FCM accepts the orders from the introducing broker for the purchase or sale of foreign currency options contracts. The FCM also accepts the payment from the buyer of a contract and extends credit to the seller of a contract for foreign currency options.

**Standard FX, Inc.**

11. Standard FX, Inc. (“Standard FX”), purported to be an introducing broker for foreign currency option contracts. Standard FX was incorporated on or about October 12, 2005, with a principal address in Pembroke Pines, Florida.

**Superior FX, LLC**

12. Superior FX, LLC. (“Superior FX”), purported to be an introducing broker for foreign currency option contracts. Superior FX was incorporated on or about January 23, 2006, with a principal address in Boca Raton, Florida. Defendant **ANTHONY AFFATATI** was listed in Florida corporate filings as the registered agent and as a manager of Superior FX.

**Superior 4X, Inc.**

13. Superior 4X, Inc. (“Superior 4X”), purported to be an introducing broker for foreign currency option contracts. Superior 4X was incorporated on or about March 7, 2006, with a principal address in Coral Springs, Florida.

**Hamilton Edwards, Inc.**

14. Hamilton Edwards, Inc. (“Hamilton”), purported to be an introducing broker for foreign currency option contracts. Hamilton was incorporated on or about October 24, 2006, with a principal address in Plantation, Florida. Hamilton operated out of offices located in Plantation, Florida. Defendant **ANTHONY AFFATATI** was listed as a vice president of Hamilton.

15. Standard FX, Superior FX, Superior 4X, and Hamilton Edwards came to be operated as though they were a single company, using the same employees, the same techniques, and the same office space. At times some of the corporate names were used simultaneously, and at other times the certain corporate names were used during certain periods of time. This Information refers collectively to Standard FX, Superior FX, Superior 4X, and Hamilton Edwards as the “Anthony Affatati Companies.”

16. The Anthony Affatati Companies worked with FCMs Worldwide Clearing LLC, located in Fort Lauderdale, Florida, Ikon GM (IFSCL) (“Ikon”), located in New York, New York, and Brewer FX, located in Chicago, Illinois.

**Target One Marketing, Inc.**

17. Target One Marketing, Inc. (“Target One”), was incorporated on or about October 11, 2004, with a principal address in Coral Springs, Florida. Target One was incorporated by a co-

conspirator who turned the corporation over to defendant **ANTHONY AFFATATI** to run. Target One variously held itself out as a sales office for corporate securities and real estate ventures.

**Mortgage Fraud:**

**Buy Your Property, Inc.**

18. Buy Your Property, Inc. (“Buy Your Property”), purported to be in the business of “flipping” properties by buying them, making improvements to them, and then selling them at a profit. Buy Your Property was incorporated on or about June 17, 2005, with a principal address in Riviera Beach, Florida.

**Flip Them Fast Investment Group, Inc.**

19. Flip Them Fast Investment Group, Inc. (“Flip Them Fast”), purported to be in the business of “flipping” properties by buying them, making improvements to them, and then selling them at a profit. Flip Them Fast succeeded Buy Your Property and was operated simultaneously with that company. Flip Them Fast was incorporated on or about October 3, 2006, with a principal address in Plantation, Florida.

20. Flip Them Fast operated out of an office located in Plantation, Florida, in the same space as the Anthony Affatati Companies.

21. Within the same office location for the foreign exchange fraud scheme, and as a continuation of the same conspiracy, the defendant, **ANTHONY AFFATATI**, and his co-conspirators began to engage in the submission of misleading and fraudulent information to mortgage lenders as a means of gaining additional fraudulent income.

22. The false material information being submitted to the mortgage lenders pertaining to loan

applications for the purchase of residential properties consisted of such things as the submission of a false or "nominee" owner of the residential property to be purchased.

23. The false material information being submitted to the mortgage lenders also consisted of false verification of employment, deposit, and income information for the purported purchaser of the property.

24. The false material information being submitted to the mortgage lenders would also sometimes consist of the purported purchaser of the property falsely claiming the property to be his or her intended primary residence.

25. As a result of the submission of material false information to the mortgage lenders, the defendant, **ANTHONY AFFATATI**, and his co-conspirators would cause the interstate transmission of funds by the mortgage lenders.

### **THE CONSPIRACY**

26. From in or about November 2005, to in or about February 2007, in Broward and Palm Beach Counties, in the Southern District of Florida, and elsewhere, the defendant,

**ANTHONY AFFATATI, a/k/a Iggy, a/k/a Ant, a/k/a Charles Young,**

did knowingly and willfully combine, conspire, confederate, and agree with others known to the United States Attorney to commit offenses against the United States, that is:

a) to knowingly and willfully devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing, and attempting to execute, such scheme and artifice to knowingly

cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures and sounds, in violation of Title 18, United States Code, Section 1343 (Wire Fraud); and

b) to knowingly and willfully devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing, and attempting to execute, such scheme and artifice to knowingly cause to be delivered by the United States Postal Service and by commercial interstate carrier, according to the directions thereon, certain matters and things, in violation of Title 18, United States Code, Section 1341 (Mail Fraud).

#### **OBJECTS OF THE CONSPIRACY**

The purpose and object of the conspiracy was as follows:

27. The defendant **ANTHONY AFFATATI** and his co-conspirators sought to unlawfully enrich themselves by the following:

a) using material misrepresentations of fact and omissions of material fact regarding the risks and returns of foreign currency options, defendants' expertise in foreign currency options, the commissions charged to clients, and other such material misrepresentations, to sell foreign currency options and other investments to clients of Standard FX, Superior FX, Superior 4X, Hamilton Edwards, Target One, and others, and to conceal their activities from law enforcement and regulatory authorities; and

b) making material misrepresentations of fact on mortgage applications to mortgage lenders to cause the interstate wire transfer of funds.

**MANNER AND MEANS**

28. The manner and means by which the defendant, **ANTHONY AFFATATI** and his co-conspirators sought to accomplish the objects of the conspiracy and the scheme and artifice to defraud included the following:

**Defendant's Role**

29. a) Foreign Exchange/ Investment Scheme: Defendant **ANTHONY AFFATATI** owned and controlled Superior FX, Superior 4X, and Hamilton Edwards, although others' names were listed in the Florida corporate filings as the officers and agents of these companies. Defendant **ANTHONY AFFATATI** was also involved with the operations of Standard FX and Target One. In total, approximately 75 individuals were defrauded of approximately \$2.5 million regarding their investments in foreign exchange options and promissory notes, the amount of which Defendant **ANTHONY AFFATATI** received a share.

b) Mortgage Fraud Scheme: Defendant **ANTHONY AFFATATI** also became involved in the mortgage fraud scheme and profited thereby, including the fraudulently induced financing of a home for his use in the name of a co-conspirator with the initials SB, and other fraudulent mortgages on behalf of other people including nominee owners known as "straw buyers."

**The Scheme and Artifice to Defraud**

**Foreign Exchange Scheme:**

30. "Leads" consist of the names, telephone numbers, and sometimes other personal information of individuals that companies hope to make their customers.

31. The conspirators improperly obtained leads in the form of Federal Express shipping

records for the firm LH Ross & Company, a financial services company, without the authorization of either Federal Express or LH Ross & Company, as well as obtaining leads in other improper ways.

32. The conspirators engaged in telemarketing and called and caused the Anthony Affatati Companies' salespeople to make interstate calls to the leads and to solicit these individuals to allow the Anthony Affatati Companies to provide the purported service of investing the individuals' monies in foreign currency options. The conspirators also solicited and caused their salespeople to solicit individuals named in the leads to enter into partnership agreements and purchase promissory notes from the Anthony Affatati Companies, whereby the client would "loan" the Anthony Affatati Companies between \$12,500.00 and \$200,000.00 for a period of three years for the purpose of helping the Anthony Affatati Companies to grow their purported foreign currency option business, and, in exchange, the Anthony Affatati Companies would promise to repay the "loan" entirely at the end of the three years and to pay the client a certain figure monthly for each trade consummated by the Anthony Affatati Companies. The conspirators generally attempted to solicit individuals who did not reside in South Florida so that they would not easily be able to visit Standard FX and the Anthony Affatati Companies' premises. Additionally, the conspirators solicited clients who had already lost substantial amounts of money through investing with the Anthony Affatati Companies in foreign currency options to invest in the promissory notes.

**Material Misrepresentations of Fact**

33. The conspirators knowingly used and caused salespeople to use material misrepresentations of material fact, in order to induce the Anthony Affatati Companies' customers to make purchases of foreign currency, other investments, and promissory notes. Among other such material misrepresentations of material fact were the following:

A. That Standard FX was “the top producing firm” on the eastern seaboard, when, in truth and in fact, such representation was false, and nearly all of Standard FX’s clients lost much or all of their money;

B. That clients of the various Anthony Affatati Companies were “guaranteed” to make money on their investments with the various Anthony Affatati Companies, when, in truth and in fact, it was far more likely that such clients would lose much or all of their investments and, in fact, nearly all clients did lose much or all of their money;

C.. That there was “no way” that clients of the various Anthony Affatati Companies could lose money investing with the Anthony Affatati Companies, when, in truth and in fact, it was far more likely that such clients would lose much or all of their investments, and nearly all clients of the Anthony Affatati Companies, in fact, did lose much or all of their invested money;

D. That clients of the Anthony Affatati Companies were making a lot of money on their investments with the Anthony Affatati Companies, when, in truth and in fact, the clients had already lost much or all of their investments;

E. That the Anthony Affatati Companies charged their commission per transaction, leading investors to believe that a single commission covered all purchases of a particular type of unit at a single time, when, in truth and in fact, the Anthony Affatati Companies charged commissions per unit of foreign currency option contracts;

F. That certain investments conspirators claimed to be selling to victims were profitable to the victims even before the trades were consummated, when, in truth and in fact, such clients of the Anthony Affatati Companies lost much or all of their money invested in reliance on such representations;

G. That conspirators had locked in “sliding sell stops” on their computers so that investors could not lose money and gains were guaranteed, when, in truth and in fact, no such “sliding sell stops” were locked in, gains were not and could not be guaranteed, and nearly all clients of the Anthony Affatati Companies, in fact, lost much or all of their invested money;

H. That among the management of the Anthony Affatati Companies, the Anthony Affatati Companies had approximately 100 years of experience dealing with foreign currency option trading, when this was false, and several of the Anthony Affatati Companies’ employees, including, among others defendant **ANTHONY AFFATATI**, had had no experience or training dealing with foreign currency option trading prior to joining the Anthony Affatati Companies;

I. That the Anthony Affatati Companies had experience investing in foreign currency options on behalf of institutional clients, when, in truth and in fact, the Anthony Affatati Companies had no institutional clients;

J. That co-conspirators with whom the Anthony Affatati Companies’ clients asked to speak when they called the Anthony Affatati Companies were out of the office, on another telephone line, “in trading,” lacked the necessary computer access, or were otherwise unavailable, when, in truth and in fact, the requested co-conspirators were available, had the necessary computer access, and were in the office or otherwise reachable;

K. That with respect to the Promissory Note Agreements, co-conspirators would use the money loaned by the Anthony Affatati Companies’ clients to fulfill the Anthony Affatati Companies’ net capital requirements only and not use the money for salaries, leases, or any other business or other expense, when, in truth and in fact, co-conspirators intended to and did spend monies loaned under the Promissory Note Agreements for their own personal benefit and use;

L. That with respect to the Promissory Note Agreements, co-conspirators would “not touch” the principal, when, in truth and in fact, co-conspirators intended to and did spend monies loaned under the Promissory Note Agreements for their own personal benefit and use;

M. That with respect to the Promissory Note Agreements, the founders of the Anthony Affatati Companies had personally entered into such agreements themselves, using their own money, when, in truth and in fact, no founder or other employee of the Anthony Affatati Companies had done so;

N. That with respect to the Promissory Note Agreements, banks had entered into such agreements with the Anthony Affatati Companies and had invested their money, when, in truth and in fact, no bank had done so;

O. That with respect to the Promissory Note Agreements, the clients were guaranteed a certain monthly return and the return of the entire principal at the end of the three-year period, both of which were represented to be “a sure thing” or “guaranteed in black and white writing,” when, in truth and in fact, the conspirators intended to and did spend monies loaned under the Promissory Note Agreements for their own personal benefit and use and had no way of ensuring payment of either the promised monthly returns or the return of the principal at the end of the three-year period;

P. That with respect to the sale of the Promissory Note Agreements, the clients were “guaranteed” to make back their losses experienced as a result of investing in foreign currency options with the Anthony Affatati Companies, when, in truth and in fact, the conspirators intended to and did spend monies loaned under the Promissory Note Agreements for their own personal benefit and use and had no way of ensuring payment of either the promised monthly returns or the return of the principal at the end of the three-year period;

Q. That with respect to the sale of the Promissory Note Agreements, the Anthony Affatati Companies were “doing great” and had an office on Staten Island, New York, and were opening two offices in the Arizona area within two or three months, when, in truth and in fact, the Anthony Affatati Companies regularly lost all or most of their clients’ money and were not “doing great,” no such office on Staten Island existed, and the Anthony Affatati Companies were not opening additional offices in the Arizona area;

**Mortgage Fraud Scheme:**

34. The conspirators, in furtherance of the objective of obtaining funds and securing the financing of residences through fraudulent misrepresentations to mortgage lenders, would engage in the following material misrepresentations of fact:

A. In order to obtain the commitment of financing from the mortgage lender, the conspirators would sometimes falsify the actual purchaser or true owner of the residence;

B. In order to obtain the commitment of financing from the mortgage lender, the conspirators would sometimes falsify the verifications of employment pertaining to the reported purchaser of the home;

C. In order to obtain the commitment of financing from the mortgage lender, the conspirators would sometimes falsify the verification of income pertaining to the reported purchaser of the home; and

D. In order to obtain the commitment of financing from the mortgage lender, the conspirators would sometimes falsely represent that the home being purchased was going to be used as a primary residence.

**OVERT ACTS**

35. In furtherance of the conspiracy and to effect the objects thereof, the following overt acts, among others, were committed in Broward and Palm Beach Counties, in the Southern District of Florida, and elsewhere, by at least one co-conspirator:

**Foreign Exchange Scheme:**

A. On or about December 13, 2005, defendant **ANTHONY AFFATATI** and his co-conspirators with the initials PA and LC caused victim BBS to wire transfer into the State of Florida approximately \$100,000 to the Target One Marketing account at Wachovia Bank.

B. On or about December 16, 2005, defendant **ANTHONY AFFATATI** and his co-conspirators with the initials PA and LC caused victim BBS to wire transfer into the State of Florida approximately \$150,000 to the Target One Marketing account at Wachovia Bank.

C. On or about December 20, 2005, defendant **ANTHONY AFFATATI** and his co-conspirators with the initials PA and LC caused victim BBS to wire transfer into the State of Florida approximately \$50,000 to the Target One Marketing account at Wachovia Bank.

D. On or about December 30, 2005, defendant **ANTHONY AFFATATI** and his co-conspirators with the initials PA and LC caused victim BBS to wire transfer into the State of Florida approximately \$90,000 to the Target One Marketing account at Wachovia Bank.

E. On or about December 30, 2005, defendant **ANTHONY AFFATATI** met with co-conspirators PA and LC at Wachovia Bank for the purpose of withdrawing a substantial portion of victim BBS' funds from the Target One Marketing account.

F. On or about April 12, 2006, defendant **ANTHONY AFFATATI** and his co-conspirators caused victim KK to wire transfer into the State of Florida approximately \$65,000 to the Standard

FX account at SunTrust Bank.

G. On or about June 21, 2006, defendant **ANTHONY AFFATATI** and his co-conspirators caused victim SH to deposit a check, no. 610, for approximately \$20,000 into the Worldwide Clearing LLC account at Wachovia Bank.

H. On or about June 26, 2006, defendant **ANTHONY AFFATATI** and his co-conspirators caused victim RD to deposit a check, no. 1532, for the amount of approximately \$100,000, into the Standard FX account at SunTrust Bank.

I. On or about July 11, 2006, defendant **ANTHONY AFFATATI** spoke to victim JP over the telephone and referred to himself as the “compliance officer” and referred the victim to co-conspirator LC, and when LC could not be found, falsely told the victim JP that the co-conspirator was “in trading.”

J. In or about September 2006, defendant **ANTHONY AFFATATI** provided a fax machine to co-conspirator BG so that BG could receive fraudulently obtained faxes of lead sheets of potential victims.

K. On or about November 30, 2006, defendant **ANTHONY AFFATATI** and his co-conspirators caused victim JD to wire transfer into the State of Florida approximately \$85,500 to the Superior 4X account at Regions Bank.

**Mortgage Fraud:**

L. On or about July 20, 2006, relating to the residential property at 10040 NW 62 Street, Parkland Florida, defendant **ANTHONY AFFATATI** caused the wire transfer of approximately \$620,450 on behalf of American Mortgage Network into the State of Florida.

M. On or about July 20, 2006, relating to the residential property at 10040 NW 62 Street, Parkland Florida, defendant **ANTHONY AFFATATI** caused the wire transfer of approximately \$150,979 on behalf of American Mortgage Network into the State of Florida.

N. On or about September 22, 2006, relating to the residential property at 14198 Biddix Road, Loxahatchee Florida, the conspirators caused the wire transfer of approximately \$536,981 on behalf of American Mortgage Network into the State of Florida.

O. On or about September 22, 2006, relating to the residential property at 14198 Biddix Road, Loxahatchee Florida, the conspirators caused the wire transfer of approximately \$133,586 on behalf of American Mortgage Network into the State of Florida.

P. On or about December 22, 2006, relating to the residential property at 8435 Governor's Way, Hobe Sound, Florida, the conspirators caused the wire transfer of approximately \$686,166 on behalf of American Mortgage Network into the State of Florida.

Q. On or about December 22, 2006, relating to the residential property at 8435 Governor's Way, Hobe Sound, Florida, the conspirators caused the wire transfer of approximately \$163,132 on behalf of American Mortgage Network into the State of Florida.

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

**COUNT 2 - CONSPIRACY TO COMMIT INVESTMENT FRAUD**

**(Conspiracy (18 USC 1349))**

**GENERAL ALLEGATIONS**

At all times relevant to this Information:

36. First Financial Strategies, LLC, was a Florida corporation with an office in Delray

Beach, Florida.

37. Bank of America was a financial institution with branch offices located throughout the United States, including the Southern District of Florida. First Financial Strategies, LLC (First Financial Strategies), maintained a checking account at a Bank of America branch in the Southern District of Florida.

38. Hema Diagnostic Systems (Hema) was a privately held corporation with its principal address in Miami-Dade County in the Southern District of Florida.

**THE CONSPIRACY**

39. From at least in or about April 2007, through in or about July 2007, in Palm Beach County in the Southern District of Florida and elsewhere, the defendant,

**ANTHONY AFFATATI,**

did knowingly and willfully combine, conspire, confederate, and agree with persons known and unknown to the United States Attorney to commit offenses against the United States of America, that is:

a.. to devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, for the purpose of executing, and attempting to execute, such scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, to knowingly cause to be delivered by mail and by commercial interstate carrier according to the directions thereon, certain matters and things, in violation of Title 18, United States Code, Section 1341 (Mail Fraud); and

b. to devise and intend to devise a scheme and artifice to defraud and for

obtaining money and property by means of false and fraudulent pretenses, representations, and promises, for the purpose of executing, and attempting to execute, such scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, to knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, certain signs, signals, and sounds, in violation of Title 18, United States Code, Section 1343 (Wire Fraud).

**OBJECT OF THE CONSPIRACY**

40. The purpose and object of the conspiracy was to enrich defendant **ANTHONY AFFATATI** and his co-conspirators by illegally obtaining money from investors and converting the investors' money to their own use and benefit through the sale of shares in Hema.

**MANNER AND MEANS**

41. It was part of the conspiracy that on or about April 22, 2007, defendant **ANTHONY AFFATATI** met with co-conspirators and began discussing raising money for Hema.

42. It was further part of the conspiracy that on or about May 3, 2007, defendant **ANTHONY AFFATATI** and his co-conspirators met with the owners of Hema to discuss raising funds.

43. It was further part of the conspiracy that at the meeting on or about May 3, 2007, defendant **ANTHONY AFFATATI** and his co-conspirators would discuss a possible sales commission for defendant **ANTHONY AFFATATI** and his co-conspirators of 10 percent of the funds raised, which would be paid partly in shares of Hema. Defendant **ANTHONY AFFATATI** and his co-conspirators obtained brochures from Hema, and the parties agreed to discuss further whether to enter into an agreement as to whether defendant **ANTHONY AFFATATI** and his co-

conspirators should sell the shares in a private placement on behalf of Hema.

44. It was further part of the conspiracy that defendant **ANTHONY AFFATATI** did not want his name associated with the company raising money for Hema due to his prior problems with law enforcement.

45. It was further part of the conspiracy that defendant **ANTHONY AFFATATI** formed First Financial Strategies utilizing as the purported owner a twenty-one year old who defendant **ANTHONY AFFATATI** induced to work at First Financial Strategies and to open a bank account at Bank of America on behalf of First Financial Strategies.

46. It was further part of the conspiracy that in or about May 2007, defendant **ANTHONY AFFATATI** and his co-conspirators, without the knowledge or consent of Hema, began calling persons outside the state of Florida in order to induce them to invest money in Hema and then sent interested investors by an overnight delivery service copies of the private placement memorandum and other materials about Hema.

47. It was further part of the conspiracy that the private placement memorandum was created or caused to be created by the defendant **ANTHONY AFFATATI** and his co-conspirators without the knowledge or consent of Hema.

48. It was further part of the conspiracy that the private placement memorandum sent or caused to be sent by the defendant **ANTHONY AFFATATI** and his co-conspirators to the investors contained numerous misrepresentations, including the description of the shareholders of common and preferred stock of Hema, as no common or preferred stock was available to the public.

49. It was further part of the conspiracy that, in order to obtain the names of persons who would be interested in investing in Hema, in or about May 2007, defendant **ANTHONY**

**AFFATATI** and his co-conspirators contacted Federal Express and posed as an employee of a brokerage house and requested that Federal Express send him by facsimile the list of packages sent by Federal Express on behalf of that brokerage house.

50. It was further part of the conspiracy that defendant **ANTHONY AFFATATI** and his co-conspirators would tell the investors that Hema stock would trade between three and four dollars a share once the company went public.

51. It was further a part of the conspiracy that defendant **ANTHONY AFFATATI** and his co-conspirators would guarantee a return for the investor or they would pay the investor out of their own pocket.

52. It was further part of the conspiracy that once the investor sent money to First Financial Services defendant **ANTHONY AFFATATI** and his co-conspirators would induce investors to send additional funds by falsely stating that another investor had passed away and that the deceased investor's shares were available at half price.

53. It was further part of the conspiracy that defendant **ANTHONY AFFATATI** and his co-conspirators would direct investors to issue checks for payment of their shares in the private placement to HDS of FL, LLC, which purportedly stood for Hema Diagnostics of Florida, and as the defendant and his coconspirators well knew Hema had no knowledge or association with HDS of FL, LLC.

54. It was further part of the conspiracy that defendant **ANTHONY AFFATATI** and his co-conspirators induced investors through their misrepresentations to send funds by wire transfer and US Mail from outside the state of Florida to First Financial Strategies.

55. It was further part of the conspiracy that defendant **ANTHONY AFFATATI** and his

co-conspirators would withdraw the funds received from investors in cash or would use the funds to pay personal expenses and that none of the funds went to Hema.


**OVERT ACTS**

56. In furtherance of the conspiracy and to achieve the purpose and object thereof, the defendant **ANTHONY AFFATATI** and his co-conspirators committed and caused to be committed in the Southern District of Florida and elsewhere, at least one of the following acts, among others:

A. On or about May 21, 2007, approximately \$3,500 was wire transferred into a bank account at Bank America in the Southern District of Florida from an investor in the state of Washington.

B. On or about June 4, 2007, approximately \$30,000 was wire transferred into a bank account of an associate of defendant **ANTHONY AFFATATI** at Citibank in the Southern District of Florida from an investor in Texas.

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

  
\_\_\_\_\_  
ALEXANDER R. ACOSTA  
UNITED STATES ATTORNEY

  
\_\_\_\_\_  
STEVEN R. PETRI  
ASSISTANT UNITED STATES ATTORNEY

  
\_\_\_\_\_  
HARRY WALLACE  
ASSISTANT UNITED STATES ATTORNEY

  
\_\_\_\_\_  
JEFFREY KAPLAN  
ASSISTANT UNITED STATES ATTORNEY

UNITED STATES OF AMERICA

CASE NO. \_\_\_\_\_

vs.

**CERTIFICATE OF TRIAL ATTORNEY\***

**ANTHONY AFFATATI, also known as "Iggy,"  
"Ant," and "Charles Young,"**  
Defendant.

**Superseding Case Information:**

**Court Division:** (Select One)

New Defendant(s) Yes \_\_\_\_\_ No \_\_\_\_\_  
Number of New Defendants \_\_\_\_\_  
Total number of counts \_\_\_\_\_

\_\_\_\_\_ Miami \_\_\_\_\_ Key West  
X FTL \_\_\_\_\_ WPB \_\_\_\_\_ FTP

I do hereby certify that:

- I have carefully considered the allegations of the indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.
- I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. Section 3161.

3. Interpreter: (Yes or No) No  
List language and/or dialect \_\_\_\_\_

4. This case will take 0 days for the parties to try.

5. Please check appropriate category and type of offense listed below:  
(Check only one) (Check only one)

I	0 to 5 days	<u>X</u>	Petty	_____
II	6 to 10 days	_____	Minor	_____
III	11 to 20 days	_____	Misdem.	_____
IV	21 to 60 days	_____	Felony	<u>X</u>
V	61 days and over	_____		

6. Has this case been previously filed in this District Court? (Yes or No) No

If yes  
Judge: \_\_\_\_\_ Case No. \_\_\_\_\_

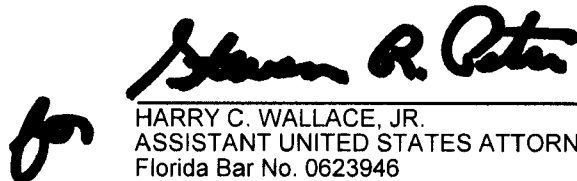
(Attach copy of dispositive order)  
Has a complaint been filed in this matter? (Yes or No) No

If yes:  
Magistrate Case No. \_\_\_\_\_  
Related Miscellaneous numbers: \_\_\_\_\_  
Defendant(s) in federal custody as of \_\_\_\_\_  
Defendant(s) in state custody as of \_\_\_\_\_  
Rule 20 from the \_\_\_\_\_ District of \_\_\_\_\_

Is this a potential death penalty case? (Yes or No) No

7. Does this case originate from a matter pending in the Northern Region of the U.S. Attorney's Office prior to October 14, 2003? \_\_\_\_\_ Yes X No

8. Does this case originate from a matter pending in the Narcotics Section (Miami) prior to May 18, 2003? \_\_\_\_\_ Yes X No

  
HARRY C. WALLACE, JR.  
ASSISTANT UNITED STATES ATTORNEY  
Florida Bar No. 0623946

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** ANTHONY AFFATATI, also known as "Igggy," "Ant," and "Charles Young"

**Case No:**

Count #1: Conspiracy to Commit Wire Fraud and Mail Fraud

Title 18, United States Code, Sections 1343, 1341 and 1349

**\* Max. Penalty:** 20 years' imprisonment, 5 years' supervised release and \$250,000 fine

Count #2: Conspiracy to Commit Wire Fraud and Mail Fraud

Title 18, United States Code, Sections 1343, 1341 and 1349

**\*Max. Penalty:** 20 years' imprisonment, 5 years' supervised release and \$250,000 fine

Count #:

**\*Max. Penalty:**

Count #:

**\*Max. Penalty:**

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms or forfeitures that may be applicable.**

AO 455 (Rev. 5/85) Waiver of Indictment

# United States District Court

SOUTHERN DISTRICT OF FLORIDA

## WAIVER OF INDICTMENT

UNITED STATES OF AMERICA

v.

CASE NUMBER  
**08-60299 CR-ZLOCH**

ANTHONY AFFATATI, a/k/a "Iggy,"  
a/k/a "Ant," and a/k/a Charles Young,"

Defendant.

**MAGISTRATE JUDGE  
SNOW**

I, ANTHONY AFFATATI, the above named defendant, who is accused of two counts of conspiracy to commit wire and mail fraud in violation of Title 18, United States Code, Sections 1343, 1341 and 1349,

being advised of the nature of the charge(s), the proposed information, and of my rights, hereby waive in open court on \_\_\_\_\_ prosecution by indictment and consent that the proceeding may be by information rather than by indictment.  
*Date*

ANTHONY AFFATATI

*Defendant*

MARC S. NURIK

*Counsel for Defendant*

Before \_\_\_\_\_

*Judicial Officer*