

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
UNITED STATES OF AMERICA :
 :
 - v. - :
 :
 KEITH ANTHONY and :
 ANTHONY PODIAS, :
 :
 Defendants. :

SEALED
INDICTMENT

14 Cr.

14 CRIM 381

COUNT ONE

(Conspiracy to Commit Wire Fraud)

The Grand Jury charges:

Relevant Individuals and Entities

1. At all times relevant to this Indictment:

a. CIG Realty, Inc. (the "Company") was a business purportedly set up to help potential home buyers with poor credit (the "Clients") purchase homes by financing their purchases using money from investors in the Company.

b. KEITH ANTHONY, the defendant, was the President and owner of the Company. During the time period alleged in the Indictment, ANTHONY directly spoke with many Clients, explained the Company's program to the Clients, and solicited payments from them. During that same period, ANTHONY withdrew more than approximately \$500,000 from the Company's accounts via wire transfers to his personal accounts; checks made out personally

from the Company to himself; and cash withdrawals from the Company's accounts.

c. ANTHONY PODIAS, the defendant, was an employee of the Company. PODIAS spoke directly with the Clients, explained the Company's program to the Clients, and solicited money from them. When Clients complained, they were frequently referred to PODIAS, who would provide explanations as to why refunds were not possible.

The Scheme to Defraud

2. As set forth more fully below, from at least in or about November 2011 up to and including at least in or about March 2013, KEITH ANTHONY and ANTHONY PODIAS, the defendants, and others known and unknown, engaged in an illegal scheme to defraud the Clients of advanced fees that the Clients agreed to pay up front to the Company in exchange for the Company's assistance in securing financing for the purchases of homes.

3. As a further part of the scheme to defraud, the Company placed advertisements in publications all over the United States such as "Penny Saver" and "The Thrifty Nickel" offering to help individuals with poor credit histories secure financing for the purchase of homes. Clients who contacted the Company were told they could choose homes they wanted to bid on

or allow the Company to help find properties they might be interested in.

4. As a further part of the scheme to defraud, once a Client selected a property to bid on, KEITH ANTHONY and ANTHONY PODIAS, the defendants, and other co-conspirators not charged herein, would tell the Client that the Client had to send the Company a down payment via wire transfer. ANTHONY, PODIAS, or other representatives at the Company would explain that, once the Company received the down payment, the Company would find a private investor to purchase the house. The Client was told that he or she would then pay the private investor a monthly mortgage payment at 10 percent interest for a period of several years. After that period, the Client was told that he or she would be responsible for securing financing and purchasing the house from the private investor.

5. As a further part of the scheme to defraud, in practice, KEITH ANTHONY and ANTHONY PODIAS, the defendants, and other co-conspirators not charged herein, either did not put in offers or put in offers that were so low that they were not likely to be accepted. On the few occasions when the Company's Offers were accepted, the Company would not follow through with the documents needed for closing and the deals would fall through.

6. As a further part of the scheme to defraud, when Clients called to demand refunds, they were usually told by KEITH ANTHONY and ANTHONY PODIAS, the defendants, and other co-conspirators not charged herein, that the Company could not pay the refunds at that time. Most of the Clients were never given a refund. From in or about November 2011 up to and including in or about March 2013, the Company received approximately \$875,000 via wire transfers from Clients. During that time period, only approximately \$44,000 was returned to Clients in the form of refunds.

7. During that same time period, KEITH ANTHONY and ANTHONY PODIAS, the defendants, collectively withdrew more than approximately \$500,000 from the Company. ANTHONY redirected some of those funds to a company with headquarters in the Bronx, New York.

Statutory Allegations

8. From at least in or about November 2011, up to and including in or about March 2013, in the Southern District of New York and elsewhere, KEITH ANTHONY and ANTHONY PODIAS, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together to commit wire fraud in violation of Title 18, United States Code, Section 1343.

9. It was a part and an object of the conspiracy that KEITH ANTHONY and ANTHONY PODIAS, 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.

OVERT ACTS

10. In furtherance of the conspiracy and to effect the illegal object thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. In or about May 2012, KEITH ANTHONY, the defendant, had an interstate telephone call with a Client ("Client-1") in which ANTHONY told Client-1 to send approximately \$4,000 dollars to the Company in order to secure financing for a home purchase.

b. In or about April 2012, ANTHONY PODIAS, the defendant, had an interstate telephone call with a Client

("Client-2") in which he directed Client-2 to send approximately \$15,000 to the Company as a down payment for a specific property.

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

FORFEITURE ALLEGATION

11. As a result of committing of the offense alleged in Count One, KEITH ANTHONY and ANTHONY PODIAS, the defendants, shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(2), any and all property constituting, or derived from, proceeds obtained directly or indirectly as a result of the offense, including but not limited to a sum of United States currency representing the amount of proceeds obtained as a result of the offense.

Substitute Asset Provision

12. If any of the above-described forfeitable property, as a result of any act or omission of the defendants:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of the Court;

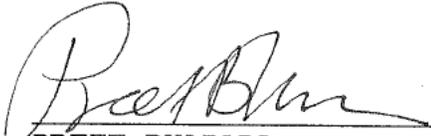
(4) has been substantially diminished in value;

or

(5) has been commingled with other property which cannot be subdivided without difficulty; it is the intent of the United States, pursuant to 18 U.S.C. § 982(b) to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property.

(Title 18, United States Code, Sections 982, 1344, and 1349.)




PREET BHARARA
United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

KEITH ANTHONY and
ANTHONY PODIAS,

Defendants.

INDICTMENT

(18 U.S.C. § 1349.)

PREET BHARARA

United States Attorney.

