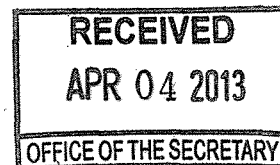


UNITED STATES OF AMERICA
Before The
SECURITIES AND EXCHANGE COMMISSION
March 27, 2013



ADMINISTRATIVE PROCEEDING
File No, 3-14684

In the Matter of

ANTHONY FIELDS, CPA
d/b/a ANTHONY FIELDS &
ASSOCIATES and d/b/a
PLATINUM SECURITIES
BROKERS,

JUDGE CAROL FOX FOELAK

Respondent

RESPONDENTS' REPLY TO THE DIVISION OF ENFORCEMENT'S OPPOSITION TO
RESPONDENT'S APPEAL OF THE INITIAL DECISION

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United States v. Hayman, 342, U.S. 205 (1962).....

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17 C.F.R. § 201.323 :

Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, 124 Stat. 1376 (2010)

MISCELLANEOUS

Definition of Terms in and Specific Exemptions for Banks, Savings Associations, and Savings Banks under Sections 3(a)(4) and 3(a)(5) of the Securities Exchange Act of 1934, Exchange Act Release No. 44291, 2001 WL 1590253 (May 11, 2001)

Diver, Colin S., The Assessment and Mitigation of Civil Money Penalties by Federal Administrative Agencies, 79 Colum. L. Rev. 1435 (1970)

H.R. Rep. No. 101-616 (1990)

Investor Alert: Social Media and Investing - Avoiding Fraud, SEC Office of Investor Education and Advocacy (Jan. 2012)

I. INTRODUCTION

On May 21, 2012, prior to the start of the trial the respondent, Anthony Fields, requested a continuance to obtain legal counsel because the respondent felt that a fair trial would not be afforded him at the Securities and Exchange Administrative venue. The Administrative Law Judge unequivocally denied the request stating that it was too late. The respondent noted that the public trial consisted of a room full of Securities and Exchange employees there to observe the Miscarriage of Justice that would be performed by the Vexatious Litigation and malicious prosecution that was planned from the very start of the trial upon discovering the respondent's request for continuance to obtain legal counsel, if granted would have given the respondent the opportunity for a fair trial and the ability to have adequate legal guidance and defense against the illegal attacks that ensued during and after the trial via the post hearing briefs and the 7 month delay in the Administrative Law Judge's decision rendered on a civil trial that lasted a little over one and a half days.

The Sixth Amendment RIGHT TO COUNSEL

As stated in *Brewer v. Williams*, 430 U.S. 387 (1977), the right to counsel "[means] at least that a person is entitled to the help of a lawyer at or after the time that judicial proceedings have been initiated against him, whether by formal charge, preliminary hearing, indictment, information, or arraignment."^[18] *Brewer* goes on to conclude that once adversary proceeding have begun against a defendant, he has a right to legal representation when the government interrogates him^[19] and that

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when a defendant is arrested, "arraigned on [an arrest] warrant before a judge," and "committed by the court to confinement," "[t]here can be no doubt that judicial proceedings ha[ve] been initiated."

There are times when prejudice may be presumed, i.e. there can be "circumstances that are so likely to prejudice the accused that the cost of litigating their effect in a particular case is unjustified."²⁴⁶ These situations include actual or constructive denial of counsel, and denial of such basics as the right to effective cross-examination. However, "[a]part from circumstances of that magnitude . . . there is generally no basis for finding a Sixth Amendment violation unless the accused can show [prejudice]."

The Sixth Amendment has also been held to protect absolutely the right of a defendant to retain counsel of his choice and to be represented in the fullest measure by the person of his choice. Thus, in *Chandler v. Frctag*,²¹⁸ *Glasser v. United States*, 315 U.S. 60 (1942); *United States v. Hayman*, 342 U.S. 205 (1952); and *Ellis v. United States*, 365 U.S. 674 (1958).

Carnley v. Cochran, 369 U.S. 506 (1962), reversed a conviction because the unrepresented defendant failed to follow some advantageous procedure that a lawyer might have utilized. *Chewning v. Cunningham*, 368 U.S. 443 (1962), found that a lawyer might have developed several defenses and adopted several tactics to defeat a charge under a state recidivist statute, and that therefore the unrepresented defendant had been prejudiced..

In addition to the lack of legal representation the prosecution introduced into evidence that was inadmissible as determined by the rule of evidence. Evidence introduced by the prosecution Mr. Starks was admitted as an expert witness pertaining to social media and prime bank schemes but Mr Stark is totally ignorant when it comes to the existence of Bank Guarantees and Bank Mid Term Notes

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pertaining to the statements by a witness that the respondent was not able to cross examine was considered hearsay and unallowable in the trial or the record.

But the prosecution has ignored the rule and introduced hearsay evidence that is considered detrimental to the credibility of the respondent.

II. PROCEDURAL HISTORY

The Order Instituting Proceedings ("OIP") in this case was issued on January 4, 2011. Pre-Hearing Briefs were filed on May 7, 2012. Law Judge Carol Fox Foelak held a two-day hearing on May 21 - 22, 2012, in Washington, D.C. Fields was called to testify in the Division's case and also testified in his own case. John Stark ("Stark") testified on behalf of the Division as an expert on prime bank securities fraud schemes.¹ The Law Judge admitted 67 exhibits offered by the Division and one, two-page exhibit offered by Fields. Post-Hearing Briefs and Proposed Findings of Fact and Conclusions of Law were filed. The Initial Decision was issued on December 5, 2012. It certifies the record index that the Secretary had issued on August 9, 2012. Fields filed his Petition on December 27, 2012. The Order Granting Petition for Review and

The procedural history does not address the fact that the respondent was not allowed to obtain legal counsel to represent him at trial because the prosecution does not want it discovered that they knew that they had the respondent at an overwhelmingly disadvantage due to the respondents lack of knowledge of trial court procedures.

III. INITIAL DECISION

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The Initial decision was based on assumption, lies, misrepresentation of facts; and the inability of the respondent to be represented by legal counsel. The initial decision made by the Administrative Law Judge was based on a miscarriage of justice, particularly as it relates to the violation of the Anti-Fraud Securities Laws section 17(a)(1) and 15(a) of the Securities Laws. While a miscarriage of justice is a Type I error for falsely identifying culpability,

A **type I error**, also known as an **error of the first kind**, occurs when the null hypothesis (H_0) is true, but is rejected. It is **asserting something that is absent, a false hit**. A type I error may be compared with a so-called *false positive* (a result that indicates that a given condition is present when it actually is not present) in tests where a single condition is tested for. Type I errors are philosophically a focus of skepticism and Occam's razor. A Type I error occurs when we believe a falsehood.^[4] In terms of folk tales, an investigator may be "crying wolf" without a wolf in sight (raising a false alarm) (H_0 : no wolf).

In addition the respondent proved beyond a reasonable doubt that the prime bank instruments did exist and were being sold by introducing a screenshot of a Bloomberg Mid Term Note and the Letter of Guarantee from Credit Suisse Bank. The respondent also email the prosecution an application to purchase Bank Guarantees from HSBC Bank of the UK which the prosecution knew would not have any bearing on the trial once it started. The same email was sent to the Administrative Law Judge. Furthermore the lack of knowledge about the trial court made it easy for the prosecution to manipulate the respondent's answers and production of exhibits. There was nothing fair about this trial and they were fully aware of it.

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BACKGROUND

.On May 21, 2012, 10:00 a.m. EDT, in Hearing Room 2, U.S. Securities and Exchange Commission, 100 F St., N.E., Washington, DC 20549. The parties will exchange witness and exhibit lists and prehearing briefs on or before May 7, 2012. To determine whether an ORDER INSTITUTING ADMINISTRATIVE AND CEASE-AND-DESIST PROCEEDINGS PURSUANT TO SECTION 8A OF THE SECURITIES ACT OF 1933, SECTIONS 15(b) AND 21C OF THE SECURITIES EXCHANGE ACT OF 1934, SECTIONS 203(e), 203(f), 203(k) OF THE INVESTMENT ADVISERS ACT OF 1940, AND SECTION 9(b) OF THE INVESTMENT COMPANY ACT OF 1940 should be granted.

In attendance, representing, the Securities And Exchange Commission was, their lead attorney, Mr. Duane Thompson, his assistant, Ms. Donna K. Norman and their expert witness, Mr. John Reed Stark. The Respondent represented himself pro se.

The three core issues:

- A. Selling Fraudulent Securities
- B. Selling securities on the internet with the intent to defraud investors and selling bank Guarantees and MTNs that do not exist and
- C. There is no such thing as a secondary market for the purchase or sell of Mid-Term Notes (MTNs) or Bank Guarantees (BGs).

The trial only lasted to days, May 21 and 22 of 2012. The first day of the hearing, May 21, 2012, the prosecution called the respondent to the witness stand.. The respondent was on the witness stand approximately 8 hours and not once did the prosecution indicated that they checked the agreements and found them to be fraudulent or that the purchaser of the securities were fake. Not

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one time did he mention that they cross checked the ISIN and CUSIPs in the body of the \$50 Billion contract and found them to be fake or fraudulent. Instead he focused all of his attention on the LinkedIn posts made by the respondent.

On the second day of the trial, May 22, 2012, the prosecution called their expert witness, Mr. John Reed Stark. Mr. Stark was asked his qualifications and background, which were as follows

- 19 years at SEC (11 as Chief of (OIE):
- 15 years at Georgetown University Law Center as Adjunct Professor of Law (Course: Securities Regulation and Internet)
- Personally Led 50+ Prime Bank Guarantee Investigations. (Administrative lead on all from 1997 to 2012)
- Co-wrote Seminal Prime Bank Guarantee Primer, published in Securities Regulations Journal
- Author of SEC Prime Bank Advisories
- Creator of "Prime Bank Information Center" on SEC Website and
- 2 years at Arent Fox (Securities Litigation)

The second question asked to Mr. Starks was "after reviewing the file of the respondent, what were your findings and conclusions?" Mr Stark stated his Summary Of Opinions as follows:

- Fields' offering of Bank Guarantees (BGs) and Mid-Term Notes (MTNs) have the classic indicia of Prime Bank Securities Fraud Schemes and no record evidence suggests the actual existence of any such BGs and MTNs
- Fields did not have any reasonable expectations of being able to deliver or broker the sale of BGs and MTNs because no secondary market exists>
- Fields' use of social media and the internet to offer BGs and MTNs created significant risks to investors

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After a few questions about the LinkedIn posts the prosecution stated that he had no further questions

The respondent cross examined the expert witness. The questions asked and Mr. Stark's answers are as follows"

- Did you verify any of the ISIN or CUSIPs in the \$50 Billion contract to determine whether they were real or fraudulent?
Mr. Stark's answer: NO
- Why not?
Mr. Starks answer: silence
- This \$50 Billion dollar contract is the core of the allegations' of my selling fraudulent securities and you did not verify whether the securities that were in the body of the agreement was real?
Mr. Starks answer: NO
- Are you sure that there is no such thing as MTNs or Bank Guarantees?
Mr. Starks Answer: yes
- Are you absolutely sure?
Mr. Stark's answer: yes

Next the respondent asked Mr. Starks to look at the respondents reply to the prosecutions prehearing brief, page 89 (Respondent's Exhibit 1) , which was a screen Shot from Bloomberg showing a Deutsche Bank AG, 4.78%, 10 year note, face value \$100,000 to 10MM being sold io the secondary market.

- Are you sure that there is no such thing as MTNs or Bank Guarantees?
Mr. Starks Answer: yes
- Are you absolutely sure?
Mr. Stark's answer: yes

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Then I gave the prosecution a link to HSBC London which has the following information:

International Business Guarantees

When you're trading internationally and don't have established relationships, guarantees reduce the risks for each party.

Manage international trade risk A guarantee or bond, as they are sometimes known, provides the beneficiary with acceptable security if the applicant (you) fails to fulfill its obligations in the underlying contract.

Extensive experience, attractive terms At HSBC we have extensive experience of guarantees, together with a worldwide network of group offices and correspondent banks to meet your domestic and international needs

1. Anthony Fields

Anthony Fields started his career in accounting as an intern in the Accounting Department of Continental Bank of Chicago in 1979 where he was charged with the management of Real Estate Investment Trusts (REITs), a portfolio of \$25 Million. In the following year Mr. Fields acquired a position with the accounting firm of Blumenfeld, Weiser, Friedman & Company, a medium sized Certified Public Accounting Firm with a staff of 16 and a branch office in California, as a proof reader of financial statements and tax returns.

Mr. Fields worked his way up from proof reader to Junior Accountant in 1981 when he acquired his Bachelor's degree in Accounting from Roosevelt University. In 1983 Mr. Fields advanced to Senior Accountant and acquired his Certificate of Mastery in Accounting from the Department of Agriculture's Graduate School. And finally, in 1987 Mr. Fields acquired his Certificate as a Mr. Starks was admitted as an expert witness pertaining to social media and prime bank schemes but Mr Stark is totally ignorant when it comes to the existence of Bank Guarantees and Bank Mid Term Notes

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Certified Public Accountant from the University of Illinois.

While working at Blumenfeld, Weiser, Friedman Mr. Fields' responsibility was to prepare all of the receipts and disbursements of the investing activities, the Financial Statements and Tax Returns for the client's investment portfolios managed by the affiliated firm of Weiser Investment Management, as well as other accounting, auditing and tax related assignments.

In May of 1987 to November 1988 Mr. Fields worked for the Accounting firm Foxx & Company located in Cincinnati, Ohio as a Manager in the Auditing Department, where he audited State, City and other local Governmental agencies for the EPA and the DOL. Mr. Fields also assisted in the formulating and writing of the audit procedures for the Single Audit as well as Orcastrated a review of Indirect Costs as they related to Central Service Cost Allocation Plans of States Cities and other local Governmental agencies for the President's Council On Integrity And Efficiency and

In 1988 to 1989 Mr. Fields worked for the Accounting Firm Hill & Taylor & Company located in Chicago, Illinois as an Audit and Tax Manager where he continued auditing for the DOL and EPA.

In August, 1989 Mr. Fields opened Anthony Fields & Associates as a firm of Cerified Public Accountants where he had 1 manager, two senior accountants, 3 junior accountants, 1 bookkeeper and a secretary. The firms expertise was Taxes, Accounting, Management Information Systems, Auditing, Investment Management, Portfolio Analysis, U.S. Government Securities, Bank Guarantees, Mid Term Notes and United States Treasury Securities.

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In the year 2003 Mr. Fields opened a residential and commercial mortgage company with the name of "Our Mortgage Corporation" Mr. Fields allowed his CPA license to lapse and not renew it because of his obligations to the mortgage company. Mr. Fields grew exponentially from 2 loan officers to 12 loan officers with a maximum loan total of \$30 Million within one year of operation. In the summer of 2006 Fields noticed that the housing market was collapsing and the mortgage industry was tumbling so Fields reverted to writing a book "The Reverse Mortgage Residential Foreclosure Program" and in 2009 reverted back to accounting. And investments.

2 Anthony Fields & Associates

Anthony Fields & Associates an accounting firm established a division for investment advisory services to institutional and high net worth investors based on an agreement with East West Trading (See Section 9 Div. exhibit on the record). The agreement was based on the acquisition of United States Treasury securities only. In the body of the agreement, page 1, 3rd para. Was a list of the CUSIPs associated with the agreement. The agreement was to be filled by purchasing the first \$200 million acquired by AF&A through a joint agreement with Laheshore Ventures Group, who subsequently breached the agreement in an attempt to pursue the contract on their own. Their obligation was to provide the \$200 million for the first tranche and receive 50% of the profit after expenses. (See Div. exhibit 16 of the record).

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On May 11, 2011 the respondent emailed to the Division of Enforcement an executed lease for office space of 3,500 s.f. at 1815 Highland Ave, Lombard, IL. However, the lease contract was broken because of the allegations made by the Securities and Exchange Commission

3. Platinum Securities Brokers

Platinum Securities Brokers was registered with the SEC March 2010. Upon attempting to engage a securities exchange in September of 2010 it was discovered that Platinum had to register with FINRA in order to engage a securities exchange. The respondent immediately sought to meet the requirements of FINRA while waiting for the Lakeshore Ventures Group to provide the funds required to meet the obligation of the East West Trading agreement. The SEC indicated that the firm would have to do a total withdrawal from the agency and then re-apply when Lakeshore Ventures Group provided the funds within ten days of the re-registration date. Required policies and procedure manuals were submitted on time.

B. Prime Bank Instruments and Social Media

The Division and their expert witness unequivocally states in their opening statements and pre hearing briefs that Bank Guarantees (BGs) and Mid Term Notes (MTNs) do not exist.

A miscarriage of justice is a Type I error for falsely identifying culpability,

A **type I error**, also known as an **error of the first kind**, occurs when the null hypothesis (H_0) is true, but is rejected. It is **asserting something that is absent, a false hit**. A type I error may be

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compared with a so-called *false positive* (a result that indicates that a given condition is present when it actually is not present) in tests where a single condition is tested for. Type I errors are philosophically a focus of skepticism and Occam's razor. A Type I error occurs when we believe a falsehood.^[4] In terms of folk tales, an investigator may be "crying wolf" without a wolf in sight (raising a false alarm) (H_0 : no wolf).

A Certified Public Accountant has to know Business Law and Investments as a pre-qualification of obtaining a certificate. In Business Law you learn about commercial paper, wills, estates, trusts, insurance, banking and contracts. The first thing you learn is that a contract has five elements in order for it to be a binding agreement enforceable in a court of law. An offer, an acceptance, a sum certain, a product or service to be rendered, and signatures of the parties. It could be one page or multiple pages long, depending on the terms of the agreement.

2. Social Media

Marketing through social media is a revolutionary way to connect with the people you want to know. You can pick and choose who, what and where you want to associate with. The intent here was to connect with companies and individuals knowledgeable in financial securities. People with the same interests in what was being offered and people knowledgeable in the understanding of Commercial Paper. The Groups that the respondent joined were already in existence and selling Bank Guarantees and Mid term Notes before the respondent joined. The

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respondent did not introduce anything to the groups that was new to them nor were the posts fraudulent contents, substance or otherwise.

Social media refers to the means of interactions among people in which they create, share, and exchange information and ideas in virtual communities and networks.^[1] Andreas Kaplan and Michael Haenlein define social media as "a group of Internet-based applications that build on the ideological and technological foundations of Web 2.0, and that allow the creation and exchange of user-generated content."^[2] Furthermore, social media depend on mobile and web-based technologies to create highly interactive platforms through which individuals and communities share, cocreate, discuss, and modify user-generated content. It introduces substantial and pervasive changes to communication between organizations, communities and individuals.^[3]

C Representations To Division Staff Concerning Transactions

The International Chamber of Commerce (ICC) instituted the Non Circumventur Non Disclosure Clauses in international contracts to ensure that the brokers and other intermediaries do not get circumvented on a deal by directly contacting their sources (sellers) of the products being sold

It is a stand practice in international trading . Something that the Division is totally unaware of.

(See the ICCs website for further clarification)

D. Disclosures Made TO Potential Investors

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1. AF&A's Form ADV

Statement of Fact

It is a general requirement that for an action in misrepresentation to proceed, that the statement in question be one of present or past fact. This has its grounding in that only facts can be distinguished as being true or untrue at the time they are made and,

The reasonable expectations doctrine is built on assumptions about the way people, in particular unsophisticated insureds, buy insurance. It assumes that in the process of buying insurance, insureds develop specific expectations about what will be covered by their policies. 5 Research done generally in consumer psychology, and specifically about insureds' perceptions and buying behaviors, casts serious doubts on these assumptions. Although not conclusive, that research tends to show that average consumers generally do not develop the kinds of expectations.

The Statements made in the ADV were true and correct to the best of the respondent's knowledge at the time the statements were made in the ADV

2.....Representations To Potential Investors On AFA's And Platinum's Websites

a. \$50 Billion Contract

The respondent did have a \$50 Billion contract as illustrated in the Division's exhibit 9 submitted in the record.

b. Platinum A Primary Dealer

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The Division misrepresented the facts when they stated that Platinum stated in the website that it was a Primary Dealer. Not once in the website of Platinum Securities Brokers did it state that Platinum was a Primary Dealer. However, it did state in the website that Platinum hoped to be the next primary Dealer.

c. Staff

Another aspect of life is the subcontracting of companies and individuals to perform the functions that an owner of any company takes advantage of. The respondent subcontracted Pershing, LLC to assist with the back office duties and responsibilities as well as providing the firms with technical and investment advice when needed. As stated early on in this brief, the firms AF&A and Platinum had no intentions whatsoever, to engage in any retail activities. Their primary market was institutions and high net worth individuals who knew the financial market and were fully aware of the facts.

d. Respondent's Explanations of AFA's And Platinum's Website Representations

It is not uncommon for a broker to use the inventory of its affiliated companies or subcontractors as a means of buying or selling securities. Anthony Fields & Associates has subcontracts with Pershing, LLC, how is a subsidiary of Mellon Bank (A Primary Dealer), Merrill Lynch (A Primary Dealer, Fidelity (A Primary Dealer), Bloomberg, LLC, , The Depository Trust & Clearing Corporation, (DTCC), and the United States Treasury, all of which has expressly stated that Anthony Fields & Associates has access to their inventory and all has given access

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mcodes to their inventory to Anthony Fields & Associates to buy and sell. Together these affiliated companies have given Anthony Fields & Associates permission to to access their inventory at any give time by issuing bashboards to their inventory. Combined the inventory consists of securities well over 25,000 as indicated in the website.

In addition to access to the inventories of these affiliated companies, they have given complete access to research analysts, contracted boak office support, brokcrage services and investment analyst for reseach (See Pershing, LLC contractual agreement at Div. exhibit in section 33 of the record).

e. Respondent's Offering On Social Media

The posts on linked in were all accounted for. The posts refered to by the Division was responded to by three companies and were immediately turned over to the seller for vetting. Once the Letter of Intent was received by the respondent they were immediately turned over to the sellers of the financial instruments for further processing, due diligence and and compliance checking to ensure that the buyer was ready, willing and able to purchase the financial instruments being offered. The responsibility of the respondent was to provide the seller with buyers of the financial instruments not act as a seller as the Division portrays the respondent to be.

The respondent clearly indicated that one of the sceller's was Don Morgan, however, ther were more that one seller of these financial instruments. In most cases the broker does not know the Mr. Starks was admitted as an expert witness pertaing to social media and prime bank schemes but Mr Stark is totally ignorant when it comes to the existence of Bank Gaurantees and Bank Mid Term Notes

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seller as with retail buy sell tickets, the buyer does not know the seller, they only know that the securities are being sold at a certain price and that is the price to be paid.

f. Respondent's Role In The Events At Issue

The respondent admittedly states that he was acting as an intermediary in the transactions mentioned by the Division, however, denies unequivocally that there was any fraud, conspiracy to commit fraud or anything similar to the intent to harm, intentionally or unintentionally, any potential investor. The respondent further states that the financial instruments were real and genuine instruments to the best of his knowledge and the respondent was solely acting within the perimeter of the securities Act.

A private placement broker is an investment professional who assists in the process of creating and executing a non-public offering. The broker may focus on helping investors find the right non-public offering opportunities, based on the investment goals of those investors. At other times, the broker may work for the company preparing the non-public offering, helping to draft all the documentation associated with the project, including the identification of the private placement memorandum, the summary for the offering, and the sales presentation that is made available to prospective investors.

In many situations, the private placement broker functions as an agent for the investor, managing all the details associated with participation in the offering. Here, the broker evaluates potential investment opportunities on behalf of the client, making sure that the projected return is in harmony with the Mr. Starks was admitted as an expert witness pertaining to social media and prime bank schemes but Mr Stark is totally ignorant when it comes to the existence of Bank Guarantees and Bank Mid Term Notes

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Second Exception.

The Allegation That The Respondent was Selling Fictitious Financial Instruments (Bank Guarantees (BGs) and European Mid Term Notes (MTNs) (EMTNs) The initial decision did not address the allegation made by the Division of Enforcement, that respondent was selling fictitious securities (Securities that do not exist) which was one of the core issues of their allegations. *See* Petition, p. 4, ¶ 2.

The Allegation that the respondent was advertising the Sell of Fictitious Prime Bank Instruments on Social Media websites. Although the allegation was based on the Division's concept that Bank Guarantees and MtNs [sic] did not exist, which was proven to be the logic of individuals that were unaware of the existence of these financial instruments. [sic] *See* Petition, p. 4, #¶ 3.

Third Exception.

Judge's Initial Order prohibiting association with Brokers, advisers, etc., permanently The initial decision by the Administrative Law Judge is very unjust and the penalty should not be as excessive as that which is handed down from a Judge to a convicted murderer. *See* Petition, p. 4, ¶ 4.¹⁵

V. ARGUMENY**A. Standard of Review**

The Division of Enforcement has stepped outside of their authority by recommending the course of action the commission should take in their review of the petition submitted by the respondent.

**B. The Initial Decision Squarely Addresses Respondent's Misrepresentations
Concerning Prime Bank Secirities And Properly Finds Violations Of The Anti-
Fraud Provisions Of The Securities Law**

Mr. Starks was admitted as an expert witness pertaing to social media and prime bank schemes but Mr Stark is totally ignorant when It comes to the existence of Bank Gaurantees and Bank Mid Term Notes

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investor's goals. Utilizing a broker in this capacity can often help investors find the right opportunities, allocate the proper amount of resources, and arranging financing if necessary.

g. Plans For The Future

On November 11, 2011 the respondent, in conjunction with some residences of Ghana, West Africa started a company; Royal International Airlines Limited. The respondent, Anthony Fields, is the CEO of the company accompanied by the Director General of the Ghana Civil Aviation Authority, a Ghana Television Anchor man and a Hospitality Manager for one of the largest Resorts in Accra. The respondent, under the direction of the Board Of Directors opened an account with Barclays Bank in Ghana and proceeded to initiate the purchase of Bank Guarantees from HSBC UK. The transaction was approved and cleared then the allegations of the Securities and Exchange Commission that the respondent was selling fictitious Fictitious securities cause the airlines account and transaction to be frozen pending the outcome of the fraud allegations

IV. RESPONDENT'S EXCEPTIONS TO THE INITIAL DECISION

First Exception

The Allegation That The Respondent Was Selling Fraudulent Securities. The initial decision did not address the allegation made by the Division of Enforcement, that respondent was selling fictitious securities. In addition the Division of Enforcement failed to provide any evidence, written or oral, that would substantiate their allegation. See Petition, p. 3-4, ¶1.

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The Administrative law judge did not squarely address the issues of fact as indicated by the Division of Enforcement. The Division has skewed the evidence by lying, comingling testimony, giving half true statements. The Division has impeached their original statements. Contradicted their statements on several occasions, misdirected the administrative law judge.

The respondent provided clear and convincing evidence that Bank Guarantees did exist as well as Mid Term Notes (MTNs). The Division went from non existence to stating that these financial statements do exist after the trial of May 22, 2012.

In addition, The Division is attempting to provide evidence that they say they accumulated subsequent to the trial on May 22, 2012 which is inadmissible, however that does not matter to them in as much as they have violated all of the rules on evidence and laws against perjury and giving false testimony.

When measures are taken that would have made an earlier injury or harm less likely to occur, evidence of the subsequent measures is not admissible to prove:

- negligence;
- culpable conduct;
- a defect in a product or its design; or
- a need for a warning or instruction.

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But the court may admit this evidence for another purpose, such as impeachment or — if disputed — proving ownership, control, or the feasibility of precautionary measures

C. The Initial Decision Squarely Addresses Respondents' Misrepresentations Concerning U.S. Treasury Securities And multi Billion Dollar Contracts And Properly Finds Violations Of The Anti-Fraud Provisions Of The Securities Laws

The Administrative Law Judge did not squarely address the issues concerning the Treasury Securities, the size of the contract, the respondent's experience in securities, the thirty years experience as accountant, the respondent's knowledge in the accounting and investment industry or the 98.3 rating acquired by the respondent in the preliminary series 7 simulated exam..

The Respondent did have a \$50 Billion contract despite the Division's limited ability to count that high as illustrated in the Division's exhibit 9 submitted in the record..

The Respondent never stated that he or his firms were a primary dealer. The Administrative Law Judge misunderstood the Division's attempt to misguide the court. The respondent stated that he dealt primarily with U.S. Treasury Securities Not that he was a Primary Dealer of Securities as the Division is attempting and succeeded to hoodwink the court with miss-directions, misstatements falsehoods and down right lies.

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As stated previously in the reply It is not uncommon for a broker to use the inventory of it's affiliated companies or sub-contractors as a means of buying or selling securities. Anthony Fields & Associates has sub-contracts with Pershing, LLC, how is a subsidiary of Mellon Bank (A Primary Dealer), Merrill Lynch (A Primary Dealer, Fidelity (A Primary Deale, Bloomberg, LLC, , The Depository Trust & Clearing Corporation, (DTCC),and the united States Treasury, all of which has expressly stated that Anthony Fields & Associates has access to their inventory and all has given access mcodes to their inventory to Anthony Fields & Associates to buy and sell. Together these affiliated companies have given Anthony Fields & Associates permission to to access their inventory at any give time by issuing bashboards to their inventory. Combined the inventory consists of securities well over 25,000 as indicated in the website.

In addition to access to the inventories of these affiliated companies, they have given complete access to research analysts, contracted boak office support, brokerage services and investment analyst for reseach (See Pershing, LLC contractual agreement at Div. exhibit in section 33 of the record).

Despite the Division's ranting and raving the issue issue whether the respondent was registered as an investment advisor and the answer is yes. The eligibility requirement was supposedto be determined before the approval by the SEC was made.. If the respondent had been properly screened before the respondent was approved by the SEC to be a Investment Adviser registered with the SEC the issues brought as allegations against the respondent is moot at best.

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D. The Sanctions Imposed In The Initial Decision Are Necessary And Appropriate

1. Sanctions Considered

The sanctions considered by the Administrative Law Judge should not be based on The Division's ability to manipulate the informed or the manipulation of testimony and witnesses.

2. Bar And Revocation

The Revocation of the Investment Advisor' approval of Anthony Fields & Associates is reasonable and understandable, however, a permanent Bar from the industry is totally unwarranted. There was no securities fraud feteminded, despite what the Divisions is trying to convey to the commission is their Opposition to the respondennt's pctition for review of the initial decision ; There werethe character of the respondent and his firms no violations of the securities Act nor were the financial instruments that the Division deemed Fictitious really Fictitious. It was all a lie orchestrated by the Division to defame .

3. Cease-and Desist Order

The Cease-and Desist Order was based on the flse testimony of the expert witness and the Division's ability to manipulate the court and confuse the respondent as it related to trial Court and the respondent's inherent. If the respondent had the opportunity to obtain legal mcounsel the decision would not be as it is now.

4. Civil Money Penalty

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The Division insisted that the respondent violated the Anti-Fraud Provisions of the Securities Act, however, the evidence provided to the Division proved otherwise. As a matter of fact the evidence provided to the Division proved beyond a reasonable doubt that the respondent did have the contracts stated in the websites; That the \$50 Billion contract did exist as illustrated by exhibit 9 of the Divisions exhibits submitted for the record.

Selling Securities without a broker license is not considered Fraud nor a violation of the Anti-Fraud Provisions of the Securities Act

CONCLUSION

We have all made mistakes in judgment at one point in life or another. We've all jumped to conclusions at one point in time or another. We have all erred in judgment. We have all misunderstood facts and clues, evidence and statements made at one point or another. We all have had our words twisted or restated to benefit those trying to undermine our intentions or our success. We all have had our words misinterpreted and misunderstood

There are times when prejudice may be presumed, i.e. there can be "circumstances that are so likely to prejudice the accused that the cost of litigating their effect in a particular case is unjustified." These situations include actual or constructive denial of counsel. The Sixth Amendment has also been held to protect absolutely the right of a defendant to retain counsel of his choice and to be represented in the fullest measure by the person of his choice. Thus, in

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Chandler v. Freitag.

The initial decision rendered by the Administrative Law Judge was based on several motivating factors, none of which included the truth. Some decisions are based on errors in judgment. In this case a miscarriage of justice resulted in a type I error. A Type I error occurs when we believe a falsehood.^[4] In terms of folk tales, an investigator may be "crying wolf" without a wolf in sight (raising a false alarm) (H_0 : no wolf).

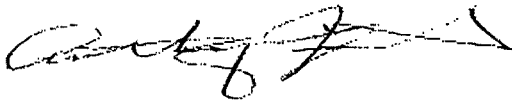
The Respondent prays that the Commission assess the information provided in the Petition For review of the Initial Decision of the Administrative Law Judge and adjust the errors that were inadvertently overlooked and determine that there were no batan or willful violations of the Anti-Fraud provisions of the Securities Laws; Make a Determination that selling securities without a license was not an intentional act performed by the respondent; Make a determination that the allegation of selling Fictitious Prime Bank Instruments has not merit in as much that the Financial Bank Instruments did actually exist; Make a determination that the respondent's Investment Adviser's license be revoked until the respondent can demonstrate that he has the required qualifications to meet the standards of registration with the Securities And Exchange Commission; Determine that the

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respondent is Barred from Buying and/or selling securities until such time as he demonstrates that he is licensed to do so; And Cease-and Desist from representing Platinum Securities Brokers as a Securities Brokerage firm until the respondent can demonstrate that it has the approval of the Securities And Exchange Commission: and Bar the respondent from buying or selling securities on the retail markets for anyone other than his immediate family; and keep the civil money sanction as it is at \$150,000.

Professionally Submitted,



Anthony Fields, CPA
Pro Se

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