

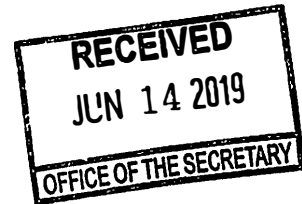
UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING
File No. 3-18866

In the Matter of

SAUL DANIEL SUSTER,

Respondent.



DIVISION OF ENFORCEMENT'S MOTION FOR DEFAULT AND OTHER RELIEF
AGAINST RESPONDENT SAUL DANIEL SUSTER

I. INTRODUCTION

The Division of Enforcement (the "Division"), pursuant to Rules 155(a) and 220(f) of the Commission's Rules of Practice, 17 C.F.R. §§ 201.155(a) and 201.220(f), moves for entry of an Order finding Respondent Saul Daniel Suster in default and determining this proceeding against him upon consideration of the record. The Division sets forth the grounds below.

II. HISTORY OF THE CASE

The Commission issued the Order Instituting Proceedings ("OIP") on October 12, 2018, pursuant to Section 15(b) of the Securities Exchange Act of 1934 ("Exchange Act"). In summary, the OIP alleges that, while acting as an unregistered broker, Suster defrauded investors, and obtained money and property through false and misleading statements in connection with stock sales. These facts led to Suster's guilty plea in the criminal case against him.

On May 16, 2019, the Commission issued an Order to Show Cause, Exch. Act Rel. No. 85882, recounting that Suster had been served but had not filed an answer within 20 days of

service, as required. It also ordered Suster to show cause and explain, by May 30, 2019, why he should not be deemed to be in default and why the proceeding should not be determined against him due to his failure to file an answer. That date also passed without a response from Suster.

III. MEMORANDUM OF LAW

a. Suster's Criminal Case

On November 21, 2017, a grand jury in the Southern District of Florida returned an Indictment against Suster, charging him with one count of conspiracy to commit mail and wire fraud (18 U.S.C. § 1349) and two counts of mail fraud (18 U.S.C. § 1341).¹ On March 19, 2018, Suster pled guilty, pursuant to a plea agreement, to the count of conspiracy to commit wire and mail fraud.² and ³ The government agreed to dismiss his remaining counts. On May 22, 2018, the district court sentenced Suster to 30 months in prison.⁴

b. Facts Determined Against Suster

Suster's guilty plea binds him to the facts that he admitted. *See Gary L. McDuff*, Exch. Act Rel. No. 74803, at 5 & n.18, 2015 WL 1873119 (Apr. 23, 2015); *Don Warner Reinhard*, Exch. Act Rel. No. 63720, at 11-12, 2011 WL 121451 (Jan. 14, 2011) (respondent who pleaded guilty "cannot now dispute the accuracy of the findings set out in the Factual basis for Plea Agreement"); *Gary M. Kornman*, Exch. Act Rel. No. 59403, at 12, 2009 WL 367635 (Feb. 13, 2009) (criminal conviction based on guilty plea precludes litigation of issues in Commission proceedings), *aff'd*, 592 F.3d 173 (D.C. Cir. 2010).

The facts admitted pursuant to the plea agreement⁵ establish the following:

¹ Exh. 1 (Indictment, DE 26, *United States v. Suster*, No. 0:17-cr-60286-BB (S.D. Fla.))

² Exh. 2 (Minute Entry, DE 63; Plea Agreement, DE 66)

³ Exh. 3 (Plea Agreement, DE 66)

⁴ Exh. 4 (Judgment, DE 108)

⁵ Exh. 5 (Factual Proffer, DE 65)

From some time in 2010 to some time in 2017, Suster conspired with Daniel Touizer, John Reech, and others in a scheme to defraud that raised approximately \$15 million from the sale of stock: Suster was employed by Touizer, the founder, controlling shareholder, and Chief Executive Officer of several companies. Touizer hired Suster to, among other things, solicit potential investors through phone calls, in which Suster often lied to the potential investors. He initiated the phone calls and was considered the “fronter.” He told investors, for example, that the companies were performing well, when they were not, and that he was an investor who invested successfully in the companies and made significant profit through them, which he was not and had not done. He made other materially false and fraudulent statements as well.

c. Entry of Default is Appropriate

Under Rule 155(a) of the Commission’s Rules of Practice, a party who fails to file a timely answer “may be deemed to be in default” and the Commission “may determine the proceeding against that party upon consideration of the record, including the order instituting proceedings, the allegations of which may be deemed to be true” 17 C.F.R. § 201.155(a). Here, Suster has not filed an answer and has not responded to the order to show cause. Therefore, the proceeding should be determined against him based on the record.

The facts established by Suster’s criminal guilty plea show that the Division is entitled to the relief it seeks under Exchange Act Section 15(b)(6)(A), which provides in relevant part:

With respect to any person . . . at the time of the alleged misconduct, who was associated . . . with a broker . . . the Commission, by order, shall censure, place limitations on the activities or functions of such person, or suspend for a period not exceeding 12 months, or bar any such person from being associated with a broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization, or from participating in an offering of penny stock, if the Commission finds, on the record after notice and opportunity for a hearing, that such censure, placing of limitations, suspension, or bar is in the public interest and that such person—

* * * *

(ii) has been convicted of any offense specified in [Exchange Act Section 15(b)(4)(B)] within 10 years of the commencement of the proceedings under this paragraph

15 U.S.C. § 78o(b)(6)(A). Each of the requirements of these provisions—timely issuance of the OIP, conviction under a qualifying statute, and misconduct committed while Suster was associated with a broker-dealer—is satisfied here.

i. The Division Timely Filed this Action

The Division must commence a proceeding under Section 15(b)(6)(A)(ii) within “10 years” of the criminal conviction. *See Joseph Contorinis*, Exch. Act Rel. No. 72031, at 4-6, 2014 WL 1665995 (Apr. 25, 2014) (10-year limitations period governs Section 15(b)(6)(A)(ii) proceeding; limitations period runs from date of conviction, not underlying conduct). Here, Suster was convicted in March 2018 and the OIP was issued later that year. Therefore, this matter was timely filed.

ii. Suster Was Convicted of a Qualifying Offense

Under the Exchange Act, the Commission may sanction Suster for an offense that “involves” mail fraud, wire fraud, or “the purchase or sale of a security.” See Exchange Act Sections 15(b)(4)(B)(iv), 15(b)(6)(A)(ii). Here, Suster’s conviction for conspiracy to commit mail and wire fraud “involves” both mail and wire fraud, and the underlying conduct involved the sale of securities. Therefore this condition is satisfied.

iii. Suster was Associated with a Broker at the Time of the Misconduct

Exchange Act Section 15(b)(6)(A) requires that Suster have been associated with a broker at the time of the misconduct. The broker in question need not have been a registered broker. *See Tzemach David Netzer Korem*, Exch. Act Rel. No. 70044, at 12 and n.68, 2013 WL 3864511 (July 26, 2013).

With respect to Suster's broker status, Exchange Action Section 3(a)(4)(A) defines a "broker" as "any person engaged in the business of effecting transactions in securities for the account of others." 15 U.S.C. § 78c(a)(4)(A). "The phrase 'engaged in the business' means a level of participation in purchasing and selling securities involving more than a few isolated transactions; there is no requirement that such activity be a person's principal business or the principal source of income." *Anthony Fields*, Securities Act Rel. No. 9727, 2015 WL 728005, *18 (Feb. 20, 2015) (quotations and alterations omitted). Indications of broker activity "include holding oneself out as a broker-dealer, recruiting or soliciting potential investors, handling client funds and securities, negotiating with issuers, and receiving transaction-based compensation." *Id.* It is not necessary for the respondent to have successfully obtained any investor funds. *See id.* at *4 (noting that "[n]o purchases or sales . . . were ever actually carried out, and Fields never obtained any funds from potential investors"); *see also id.* at *18 (finding Fields to be a broker because he "*attempted* to induce transactions in" non-existent "prime bank" securities) (emphasis added).

Here, Suster engaged in the business by effecting transactions in securities for approximately seven years. He solicited potential investors over the phone and discussed stock offerings with them, often lying to the potential investors. *See SEC v Imperiali, Inc.*, 594 F.App'x. 957, 961 (11th Cir. 2014) (finding the defendant acted as a broker because he "spoke with investors, acted as the 'closer' for his sales team, and drafted memoranda for potential investors," even though he "did not receive proceeds from sales or initiate cold-calls to investors"). Although Suster was not always the "closer," he was considered the "fronter" and he initiated the calls with investors. Therefore, Suster acted as a broker in connection with the offense. Moreover, since Suster was himself a broker at the time of the misconduct, he was also

the person “controlling . . . such broker,” thus satisfying the requirement that he have been a person associated with a broker. 15 U.S.C. § 78c(a)(18); *see Allen M. Perres*, Exch. Act. Rel. No. 10287, at 4, 2017 WL 280080 (Jan. 23, 2017) (holding that a finding that an individual “acted as an unregistered broker also establishes that he was associated with a broker”); *cf Anthony J. Benincasa*, Advisers Act Rel. No. 1923, 2001 WL 99813, *2 (Feb. 7, 2001) (An individual acting as investment adviser would also control the investment adviser, and therefore meet definition of “person associated with an investment adviser”). Therefore, Suster acted as a broker and a person associated with a broker in connection with his criminal offense.⁶

iv. Industry Bar and Penny Stock Bars Are Appropriate Sanctions

In determining whether “industry and penny stock bars . . . are in the public interest,” the Commission

consider[s], among other things, the egregiousness of the respondent’s actions, the isolated or recurrent nature of the infraction, the degree of scienter involved, the sincerity of the respondent’s assurances against future violations, the respondent’s recognition of the wrongful nature of his conduct, and the likelihood that the respondent’s occupation will present opportunities for future violations.

David R. Wulf, Exch. Act Rel. No. 77411, at 5-6, 2016 WL 1085661 (Mar. 21, 2016). “Absent extraordinary mitigating circumstances, an individual who has been convicted cannot be permitted to remain in the securities industry.” *Frederick W. Wall*, Exch. Act Rel. No. 52467, at 8, 2005 WL 2291407 (Sept. 19, 2005) (quotation omitted); *accord Shreyans Desai*, Exch. Act Rel. No. 80129, at 6, 2017 WL 782152 (Mar. 1, 2017).

Here, these factors weigh in favor of industry and penny stock bars. First, Suster’s actions were egregious. His conviction establishes that he knowingly and willfully engaged in a scheme

⁶ Alternatively, the factual basis for the guilty plea shows that Touizer was a broker who controlled Suster, which would also make Suster a person associated with a broker under Section 3(a)(18).

to defraud investors by fraudulently inducing them to invest in Touizer's companies. Second, this was not a one-time lapse in judgment: Suster admitted to a scheme that continued for approximately seven years. Third, his level of scienter was extremely high, giving rise to a criminal conviction.

With respect to the fourth and fifth factors, notwithstanding his guilty plea, Suster has not participated in this matter, thus providing no assurances that he will avoid *future* violations of the law. Although “[c]ourts have held that the existence of a past violation, without more, is not a sufficient basis for imposing a bar[,] . . . the existence of a violation raises an inference that it will be repeated.” *Tzemach David Netzer Korem*, Exch. Act Rel. No. 70044, at 10 n.50, 2013 WL 3864511 (July 26, 2013) (quotation and alternations omitted). Suster has offered no evidence to rebut that inference.

Sixth, although Suster is currently in custody, he will be released in 2020, and unless he is barred from the securities industry, he will have the chance to again harm investors.

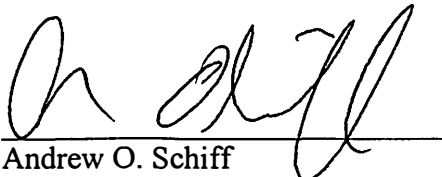
Finally, it serves the public interest to collaterally bar Suster from all association with the securities industry. The factual proffer states that Suster's scheme began in 2010 without specifying whether the misconduct started prior to the July 2010 enactment of the Dodd-Frank Act. However, even if the scheme started before the enactment of that Act, the collateral bars authorized therein may be imposed because Suster's misconduct extended into 2017. *James S. Tagliaferri*, Securities Act Rel. No. 10308, at 10 n.44, 2017 WL 632134 (Feb. 15, 2017) (“Th[e] holding [of *Bartko v. SEC*, 845 F.3d 1217 (D.C. Cir. 2017),] does not affect our ability to impose a collateral bar based on misconduct after Dodd-Frank's effective date.”). Accordingly, the Commission should bar Suster to the full extent permitted by the Dodd-Frank Act, even if some of his conduct occurred prior to that statute's enactment.

IV. CONCLUSION

For the reasons discussed above, the Division asks the Commission to sanction Suster by issuing a penny stock bar and barring him from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or NRSRO.

June 13, 2019

Respectfully submitted,



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DIVISION OF ENFORCEMENT
SECURITIES AND EXCHANGE COMMISSION
801 Brickell Avenue, Suite 1800
Miami, FL 33131
Phone: (305) 982-6300
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CERTIFICATE OF SERVICE

I hereby certify that an original and three copies of the foregoing were filed with the Securities and Exchange Commission, Office of the Secretary, 100 F Street, N.E., Washington, D.C. 20549-9303, and that a true and correct copy of the foregoing has been served on this 13th day of June 2019, on the following persons entitled to notice:

VIA USPS CERTIFIED MAIL

Mr. Saul Daniel Suster [REDACTED]
[REDACTED]
[REDACTED]
Miami, FL [REDACTED]



Andrew O. Schiff
Regional Trial Counsel

Nov 21, 2017
STEVEN M. LARIMORE
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
17-60286-CR-BLOOM/VALLE
CASE NO.:

18 U.S.C. § 1349
18 U.S.C. § 1343
18 U.S.C. § 1341
18 U.S.C. § 1956(h)
18 U.S.C. § 1956(a)(1)(B)(i)
18 U.S.C. § 2
18 U.S.C. § 981(a)(1)(C)
18 U.S.C. § 982(a)(1)(C)

UNITED STATES OF AMERICA

vs.

DANIEL JOSEPH TOUIZER,
a/k/a "Joseph Touizer,"
SAUL DANIEL SUSTER, and
JOHN KEVIN REECH,

Defendants.

_____ /

INDICTMENT

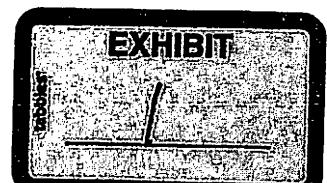
The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

1. Omni Guard, LLC ("Omni Guard") was incorporated in the State of Florida in July 2010 and dissolved in September 2012. Its principal place of business was in Broward County, Florida. Omni Guard purportedly sold appliance and automobile maintenance contracts.

2. Infinity Diamonds, LLC ("Infinity Diamonds") was incorporated in the State of Florida in July 2011. In January 2013, Infinity Diamonds filed an Article of Amendment with the State of Florida for a name change to Investment Diamonds LLC ("Investment Diamonds"). Its principal place of business was in Broward County, Florida. Investment Diamonds was dissolved



!

in January 2014. Investment Diamonds was purportedly a specialized marketer and distributor of rare and valuable colored gems.

3. Infinity Direct Insurance LLC, d/b/a Covida Holdings, LLC (“Covida”) was incorporated in the State of Florida in February 2013 and dissolved in September 2016. Its principal place of business was in Broward County, Florida. Covida was purportedly an insurance agency.

4. Wheat Capital Management, LLC (“WCM”) was incorporated in the State of Delaware and registered to do business in Florida in 2015. Its principal place of business was in Broward County, Florida. WCM was purportedly a self-storage business.

5. Wheat Self-Storage Partners I, LP, Wheat Self-Storage Partners II, LP, and Wheat Self-Storage Partners III, LP (together, the “Wheat LPs”) were incorporated in the State of Florida in 2016. The Wheat LPs were purportedly self-storage businesses.

6. Defendant **DANIEL TOUIZER**, a/k/a “**Joseph Touizer**,” resided in Aventura, Florida, and was founder, controlling shareholder and Chief Executive Officer of Investment Diamonds, Omni Guard, Covida, WCM, and the Wheat LPs.

7. Defendant **SAUL DANIEL SUSTER** resided in Sunny Isles, Florida, and was a sales agent who sold shares in Investment Diamonds, Omni Guard, Covida, WCM, and the Wheat LPs.

8. Defendant **JOHN KEVIN REECH** resided in Delray Beach, Florida, and was a sales agent who sold shares in Investment Diamonds.

COUNT 1
CONSPIRACY TO COMMIT MAIL AND WIRE FRAUD
(18 U.S.C. § 1349)

1. Paragraphs 1 through 8 of the General Allegations section of this Indictment are realleged and fully incorporated herein by reference.

2. From in or around July 2010, through in or around November 2017, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

DANIEL JOSEPH TOUIZER,
a/k/a “Joseph Touizer,”
SAUL DANIEL SUSTER, and
JOHN KEVIN REECH,

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate, and agree with each other and others known and unknown to the Grand Jury, to:

(a) knowingly, and with the intent to defraud, devise, and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and for the purpose of executing such scheme and artifice to defraud, did knowingly cause to be delivered certain mail matter by the United States Postal Service and by private or commercial interstate carrier, according to the directions thereon, in violation of Title 18, United States Code, Section 1341; and

(b) knowingly, and with the intent to defraud, devise, and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and for the purpose of executing such scheme and artifice to defraud, did knowingly transmit and cause to be transmitted in interstate commerce,

by means of wire communication, certain writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE CONSPIRACY

3.e It was the purpose of the conspiracy for the defendants and their co-conspirators to unjustly enrich themselves by misappropriating investor money for their personal use and benefit by making material representations that were false and fraudulent when made, and concealing and failing to state material facts concerning, among other things, the safety and profitability of investing in Investment Diamonds, Omni Guard, Covida, WCM, and the Wheat LPs through the purchase of stock in these companies, and the defendants' and their co-conspirators' excessive commissions and fees.

MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among others, the following:

4.e In or around July 2010, **DANIEL JOSEPH TOUIZER** incorporated Omni Guard, and later incorporated Investment Diamonds, Covida, WCM, and the Wheat LPs.

5.e From July 2010 to November 2017, **DANIEL JOSEPH TOUIZER** opened and maintained bank accounts in his name and in the names of his investment companies at financial institutions located in Broward County, Florida. **TOUIZER** and some of his co-conspirators had signing authority on bank accounts, but **TOUIZER** maintained control of at least fifty separate bank accounts linked to his investment companies.

6.e From July 2010 to November 2017, **DANIEL JOSEPH TOUIZER** offered investors shares of stock in his investment companies to raise capital for his companies. These "investments" often were made through private placement offerings and claimed fractionalized

ownership interest in his companies. **TOUIZER** personally solicited investors throughout the United States to invest in his companies.

7. Beginning in 2010, **DANIEL JOSEPH TOUIZER** hired sales agents, including **SAUL DANIEL SUSTER** and **JOHN KEVIN REECH**, to solicit, offer and sell shares in the investment companies.

8. The defendants and other co-conspirator sales agents used lead lists obtained by **DANIEL JOSEPH TOUIZER** and others, consisting of contact information for potential investors. Through telemarketing, sale agents contacted potential investors, solicited, offered, and sold shares of stock in the investment companies to investors located throughout the United States.

9. **DANIEL JOSEPH TOUIZER** hired sales agents to solicit potential investors from "phone rooms" that he oversaw. In these phone rooms, sales agents, acting as "fronters," called potential investors whose names appeared on the lead lists. Once a person showed interest in investing in one of **TOUIZER's** investment companies, the sales person, including **SAUL DANIEL SUSTER** and **JOHN KEVIN REECH**, referred the potential investor to **TOUIZER** so that **TOUIZER** could "close" the deal. **TOUIZER** acted as the "closer" on nearly all of the stock sales.

10. In at least one of the phone rooms operated by **TOUIZER**, he and his co-conspirators used a "Phone-pro's Creed," that was clearly displayed at various work stations in the phone room. The "Creed" stated, among other things: "This is my phone. There are many like it, but this one is mine. My phone is my best friend. It is my life, I must master it as I must master my life. . . . I must think faster than the check writer who is trying to divert me. I must close him before he closes me. . . . My phone and I know that what counts when raising capital is not the fronts we put out, the calls that we made, nor the stories we tell. We know that it is the checks that

we collect that count. We will close Before God, I swear this creed. My phone and I are universal soldiers. We are the masters of our check writers."

11. During the offer and sale of the stock, the defendants and their co-conspirators often used aliases or otherwise provided false and fictitious names to investors to hide the defendants' and co-conspirators' true identities.

12. The defendants and their co-conspirators directed investors to make payments for the investment companies' stock transactions by: (a) transferring funds electronically via interstate wires to bank accounts **DANIEL JOSEPH TOUIZER** controlled; or (b) mailing checks to the investment companies' offices in Broward County, Florida.

13. **DANIEL JOSEPH TOUIZER, SAUL DANIEL SUSTER, and JOHN KEVIN REECH** told investors that the investment companies, such as Investment Diamonds, were performing well. To create the illusion that Investment Diamonds and other investment companies were profitable, **TOUIZER** paid **SUSTER** to falsely and fraudulently pose as an investor. **SUSTER** lied to investors by telling them that he was a successful investor in the investment companies and that his investments with the companies made him a significant profit.

14. **DANIEL JOSEPH TOUIZER, SAUL DANIEL SUSTER, JOHN KEVIN REECH,** and other sales agents falsely told investors that they could expect a 100% return on their investment in the investment companies. On more than one occasion, **TOUIZER** told investors that he expected Investment Diamonds to make over \$36 million in annual sales. Often times, when investors told **TOUIZER** that they lacked sufficient liquid assets to make an investment, **TOUIZER** encouraged them to withdraw funds from their individual retirement accounts ("IRA") in order to invest. **TOUIZER** made these representations even though he knew his businesses were on the verge of complete failure.

15. **DANIEL JOSEPH TOUIZER** often made false statements to investors regarding the use of investor funds. For example, Touizer asserted in an email to an Investment Diamond investor, dated March 8, 2013, that, "funds would be used to develop the Advisor Network." In fact, there was no Advisor Network, and 80% of all Investment Diamond investor funds went to **TOUIZER** for his personal expenses, to pay sales commissions, and not to the business.

16. Once one investment company failed, **DANIEL JOSEPH TOUIZER** often funded the startup of his next investment company with money raised from previous investors. To create the illusion of success, **TOUIZER** sometimes paid new investors "dividends" with prior investors' money.

17. **DANIEL JOSEPH TOUIZER** used the money received from investors for, among other things, undisclosed sales commissions, fees, and other monetary distributions to himself, to his sales agents, and other people he hired.

18. Depending on which investment company stock they offered, the defendants and their co-conspirators stole between 50% and 80% of investor proceeds in undisclosed commissions and fees.

19. To induce investors to provide money to the defendants and their co-conspirators, the defendants and their co-conspirators made and caused others to make numerous materially false and fraudulent statements to investors, and concealed and omitted to state, and caused others to conceal and omit to state, material facts to investors, including, among other things, the following:

Materially False Statements

- (a) That no commission or fees would be charged to investors;
- (b) That sales agents were personally invested in the companies and making significant

money from their investments;

- (d) That the investment companies were a “safe investment,” “profitable investment,” and one where “you won’t lose money;”
- (e) That the value of the investment companies' stock would increase significantly;
- (f) that investors would receive a guaranteed return on investment;
- (g) that the investment companies were successful and profitable
- (h) that the investment companies had received regulatory approval;
- (i) that the investment companies did not issue capital calls;
- (j) that **DANIEL JOSEPH TOUIZER** did not personally take a salary or draw on funds invested in certain investment companies; and
- (k) that investor funds would be used for sales and marketing, working capital and general corporate purposes.

Concealment and Omission of Material Facts

(l) That the defendants and their co-conspirators used between 50% and 80% of investor proceeds to pay themselves and their co-conspirators undisclosed commissions and fees.

20. Over the course of the scheme, **DANIEL JOSEPH TOUIZER, SAUL DANIEL SUSTER, JOHN KEVIN REECH**, and their co-conspirators, falsely and fraudulently caused over 150 individuals to invest in the investment companies, and raised over \$15 million through the sale of stock in the companies **TOUIZER** controlled.

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

COUNTS 2-7
MAIL FRAUD
(18 U.S.C. § 1341)

1. Paragraphs 1 through 8 of the General Allegations section of this Indictment are

realleged and fully incorporated herein by reference.

2. From in or around July 2010, through in or around November 2017, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**DANIEL JOSEPH TOUIZER,
a/k/a “Joseph Touizer,”
SAUL DANIEL SUSTER, and
JOHN KEVIN REECH,**

did knowingly, and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and for the purpose of executing such scheme and artifice to defraud, did knowingly cause to be delivered certain mail matter by the United States Postal Service and by private or commercial interstate carrier, according to the directions thereon, in violation of Title 18, United States Code, Section 1341.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice for the defendants and their accomplices to unlawfully enrich themselves by misappropriating investor money for their personal use and benefit by making material representations that were false and fraudulent when made, and concealing and failing to state material facts concerning, among other things, the safety and profitability of investing in Investment Diamonds, Omni Guard, Covida, WCM, and the Wheat LPs' through the purchase of stock in these companies, and the defendants' and their accomplices' excessive commissions and fees.

THE SCHEME AND ARTIFICE

4. Paragraphs 4 through 20 of the Manner and Means section of Count 1 are repeated, realleged, and fully incorporated herein as a description of the scheme and artifice.

USE OF THE MAILS

5. On or about the dates enumerated as specified in each count below, the defendants, for the purpose of executing and in furtherance of the scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, did knowingly cause to be delivered certain mail matter by the United States Postal Service and by private or commercial interstate carrier, according to the directions thereon, as more particularly described below:

COUNT	DEFENDANTS	APPROXIMATE DATE	DESCRIPTION OF MAILING
2	DANIEL JOSEPH TOUIZER, a/k/a "Joseph Touizer," and JOHN KEVIN REECH	January 15, 2013	Fair Market Valuation for Self-Directed Accounts Form for investor S.S. on account ending in xxxx020 sent via United States Postal Service from the Southern District of Florida to NuView, IRA, Inc., Lake Mary, Florida
3	DANIEL JOSEPH TOUIZER, a/k/a "Joseph Touizer"	March 8, 2013	Investor C.D. mailed check #662 drawn on investor C.D.'s account in Sugarland, Texas to Investment Diamonds, LLC, located in Fort Lauderdale, Florida
4	DANIEL JOSEPH TOUIZER, a/k/a "Joseph Touizer," and JOHN KEVIN REECH	April 3, 2013	Fair Market Valuation for Self-Directed Accounts Form for investor D.W. on account ending in xxxx087 sent via United States Postal Service from the Southern District of Florida to NuView, IRA, Inc., Lake Mary, Florida

COUNT	DEFENDANTS	APPROXIMATE DATE	DESCRIPTION OF MAILING
5	DANIEL JOSEPH TOUIZER, a/k/a “Joseph Touizer,” and SAUL DANIEL SUSTER	July 24, 2013	Investor W.C. mailed check #2038 drawn on investor W.C.’s account in Fallon, Nevada to Infinity Direct Insurance, LLC, located in Fort Lauderdale, Florida
6	DANIEL JOSEPH TOUIZER, a/k/a “Joseph Touizer,” and SAUL DANIEL SUSTER	August 26, 2013	Investor M.H. mailed check #179 drawn on investor M.H.’s account in Clermont, Florida, to Infinity Direct Insurance, LLC, in Fort Lauderdale, Florida
7	DANIEL JOSEPH TOUIZER, a/k/a “Joseph Touizer”	October 1, 2014	Investor A.W. mailed check #1004 drawn on investor A.W.’s account in Cranston, R.I., to Covida Holdings, LLC located in Fort Lauderdale, Florida

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT 8
WIRE FRAUD
(18 U.S.C. § 1343)

1. Paragraphs 1 through 6 of the General Allegations section of this Indictment are realleged and fully incorporated herein by reference.

2. From in or around July 2010, through in or around November 2017, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

DANIEL JOSEPH TOUIZER,
a/k/a “Joseph Touizer,”

did knowingly, and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were

false and fraudulent when made, and for the purpose of executing such scheme and artifice to defraud, did knowingly transmit and cause to be transmitted in interstate commerce, by means of wire communication, certain writings, signs, signals, pictures and sounds, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice for the defendant and his accomplices to unlawfully enrich themselves by misappropriating investor money for their personal use and benefit by making material representations that were false and fraudulent when made, and concealing and failing to state material facts concerning, among other things, the safety and profitability of investing in Investment Diamonds, Omni Guard, Covida, WCM, and the Wheat LPs' through the purchase of stock in these companies, and the defendants' and their accomplices' excessive commissions and fees.

THE SCHEME AND ARTIFICE

4. Paragraphs 4 through 20 of the Manner and Means section of Count 1, only as to defendant **DANIEL JOSEPH TOUIZER, a/k/a “Joseph Touizer,”** are repeated, realleged, and fully incorporated herein as a description of the scheme and artifice.

USE OF THE WIRES

5. On or about the dates enumerated below, the defendant, for the purpose of executing and in furtherance of the scheme and artifice to defraud and to obtain money and property by means of materially and false and fraudulent pretenses, representations, and promises, knowing the pretenses, representations, and promises were false and fraudulent when made, did transmit and caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud, according to the directions thereon, as more particularly described

below:

COUNT	APPROXIMATE DATE	DESCRIPTION OF WIRE COMMUNICATION
8	October 7, 2014	Investor C.D. wired \$200,000 from a bank account located in Sugarland, Texas to an Infinity Direct Insurance, LLC bank account located in Fort Lauderdale, Florida

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNT 9
Conspiracy to Commit Money Laundering
(18 U.S.C. § 1956(h))

~~19~~ (46)

From in or around March 2015, through in or around November 2017, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendant,

DANIEL JOSEPH TOUIZER,
a/k/a “Joseph Touizer,”

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate, and agree with others known and unknown to the Grand Jury, to violate Title 18, United States Code, Section 1956(a)(1)(B)(i), that is, to knowingly conduct a financial transaction affecting interstate commerce, which transaction involved the proceeds of specified unlawful activity, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that such transaction was designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity.

It is further alleged that the specified unlawful activity is mail fraud and wire fraud, in violation of Title 18, United States Code, Sections 1341 and 1343.

All in violation of Title 18, United States Code, Section 1956(h).

COUNTS 10-11
Money Laundering
(18 .S.C. § 1956(a)(1)(B)(i))

On or about the dates specified as to each count below, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendant,

DANIEL JOSEPH TOUIZER,
a/k/a “Joseph Touizer,”

as specified in each count below, did knowingly conduct and attempt to conduct a financial transaction affecting interstate commerce, which transaction involved the proceeds of specified unlawful activity, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that such transaction was designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity, as set forth below:

Count	Approximate Date of Transaction	Description of Financial Transaction
10	9/2/2015	Transfer of approximately \$2,000 via wire transfer from the account of Infinity Direct Insurance Services, LLC to Wheat Capital Management, LLC.
11	9/10/2015	Transfer of approximately \$6,000 via wire transfer from the account of Infinity Direct Insurance Services, LLC to Wheat Capital Management, LLC.

It is further alleged that the specified unlawful activity is mail fraud and wire fraud, in violation of Title 18, United States Code, Sections 1341 and 1343.

FORFEITURE
(18 U.S.C. §§ 981(a)(1)(C) and 982(a)(1)(c))

1. The allegations of this Indictment are re-alleged, and by this reference fully incorporated herein for the purpose of alleging criminal forfeiture to the United States of America

of certain property in which the defendants, **DANIEL JOSEPH TOUIZER**, a/k/a “**Joseph Touizer**,” **SAUL DANIEL SUSTER**, and **JOHN KEVIN REECH**, have an interest.

2. Upon conviction of a violation, or a conspiracy to violate, Title 18, United States Code, Section 1341 and/or Title 18, United States Code, Section 1343, as alleged in this Indictment, the defendant so convicted shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C), any property, real or personal, which constitutes or is derived from proceeds traceable to such violation.

3. Upon conviction of a violation, or a conspiracy to violate, Title 18, United States Code, Section 1956, as alleged in this Indictment, the defendant, **DANIEL JOSEPH TOUIZER**, a/k/a “**Joseph Touizer**,” shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(1)(C), any property, real or personal, involved in such violation, or any property traceable to such property.

4. The property, which is subject to criminal forfeiture, includes, but is not limited to, the following:

(a) Real Property:

(1) The real property known and numbered as [REDACTED], [REDACTED] Aventura, Florida [REDACTED], together with appurtenances, improvements, attachments, fixtures, and easements thereon and/or therein;

(2) The real property known and numbered as [REDACTED], [REDACTED], Pembroke Park, FL [REDACTED] together with appurtenances, improvements, attachments, fixtures, and easements thereon and/or therein;

(3) The real property known and numbered as [REDACTED], Margate, FL [REDACTED] together with appurtenances, improvements, attachments, fixtures, and easements

thereon and/or therein;

(4) The real property known and numbered as [REDACTED], Miami, FL [REDACTED] together with appurtenances, improvements, attachments, fixtures, and easements thereon and/or therein; and

(5) The real property known and numbered as [REDACTED] [REDACTED] Boynton Beach, FL together with appurtenances, improvements, attachments, fixtures, and easements thereon and/or therein;

(b) Personal Property:

Vehicle(s)

(1) One (1) 2013 BMW 750LI (VIN: [REDACTED]); and

Bank Accounts

(1) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Wells Fargo, N.A., in the name(s) of Illanit Touizer and/or Daniel Touizer;

(2) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Wells Fargo, N.A., in the name(s) of Illanit Touizer and/or Daniel Touizer;

(3) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Wells Fargo, N.A., in the name(s) of Illanit Touizer and/or Daniel Touizer;

(4) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Regions Bank, N.A., in the name(s) of Wheat Self-Storage Partners I LP;

(5) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Regions Bank, N.A., in the name(s) of Wheat Self-Storage Partners I LP;

(6) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Regions Bank, N.A., in the name(s) of Wheat Self-Storage Partners III LP;

(7) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Regions Bank, N.A., in the name(s) of Wheat Capital Management;

(8) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Regions Bank, N.A., in the name(s) of Wheat Capital Management;

(9) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Regions Bank, N.A., in the name(s) of Wheat I - Pembroke LLC;

(10) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at Regions Bank, N.A., in the name(s) of Wheat II – Margate; and

(11) All principal, deposits, dividends, interest and other amounts credited to account number [REDACTED] held at SunTrust Bank, N.A., in the name(s) of Wheat Capital Funding.

(c) Forfeiture Money Judgment(s):


(1) The United States of America will seek entry of a forfeiture money

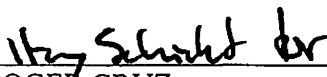
judgment upon conviction against each defendant so convicted in an amount equal in value to any property, real or personal, which constitutes or is derived from proceeds traceable to the violations alleged in this Indictment and any property, real or personal, involved in the violations alleged in this Indictment, or any property traceable to such property.

All pursuant to Title 18; United States Code, Section 981(a)(1)(C), as made applicable by Title 28, United States Code, Section 2461(c), Title 18, United States Code, Section 982(a)(1)(C), and the procedures set forth at Title 21, United States Code, Section 853.

A TRUE BILL




BENJAMIN G. GREENBERG
ACTING UNITED STATES ATTORNEY


ROGER CRUZ
ASSISTANT UNITED STATES ATTORNEY

UNITED STATES OF AMERICA

CASE NO. _____

vs.

CERTIFICATE OF TRIAL ATTORNEY*

DANIEL JOSEPH TOUIZER,
a/k/a "Joseph Touizer," Et Al.,

Defendants.

_____ /

Superseding Case Information:

Court Division: (Select One)

Miami Key West FTP
 FTL WPB

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

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.
- Interpreter: (Yes or No) No
List language and/or dialect English
- This case will take 10 days for the parties to try.
- Please check appropriate category and type of offense listed below:

(Check only one)

(Check only one)

I	0 to 5 days	_____	Petty	_____
II	6 to 10 days	<u>X</u>	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. 17-06341-mj-Bloom/Seltzer

Related Miscellaneous numbers: _____

Defendant(s) in federal custody as of _____

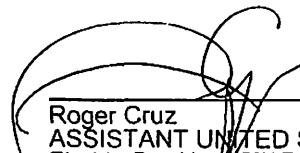
Defendant(s) in state custody as of _____

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 Central Region of the U.S. Attorney's Office prior to September 1, 2007? Yes X No



 Roger Cruz
 ASSISTANT UNITED STATES ATTORNEY
 Florida Bar No. 157971

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: Daniel Joseph Touizer, a/k/a "Joseph Touizer"

Case No: _____

Count 1:

Conspiracy to Commit Mail and Wire Fraud

Title 18, United States Code, Section 1349

* Max. Penalty: 20 years' imprisonment

Counts 2-7:

Mail Fraud

Title 18, United States Code, Section 1341

* Max. Penalty: 20 years' imprisonment as to each count

Count 8:

Wire Fraud

Title 18, United States Code, Section 1343

* Max. Penalty: 20 years' imprisonment

Count 9:

Conspiracy to Commit Money Laundering

Title 18, United States Code, Section 1956(h)

* Max. Penalty: 20 years' imprisonment

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

Counts 10-11:

Money Laundering

Title 18, United States Code, Section 1956(h)

* Max. Penalty: 20 years' imprisonment as to each count

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

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: Saul Daniel Suster

Case No: _____

Count 1:

Conspiracy to Commit Mail and Wire Fraud

Title 18, United States Code, Section 1349

* Max. Penalty: 20 years' imprisonment

Counts 5-6:

Mail Fraud

Title 18, United States Code, Section 1341

* Max. Penalty: 20 years' imprisonment as to each count

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

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: John Kevin Reech

Case No: _____

Count 1:

Conspiracy to Commit Mail and Wire Fraud

Title 18, United States Code, Section 1349

* Max. Penalty: 20 years' imprisonment

Counts 2,4:

Mail Fraud

Title 18, United States Code, Section 1341

* Max. Penalty: 20 years' imprisonment as to each count

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

APPEAL,BNDDUTY,BSS,CLOSED,PERMSEAL

U.S. District Court
Southern District of Florida (Ft Lauderdale)
CRIMINAL DOCKET FOR CASE #: 0:17-cr-60286-BB All Defendants

Case title: USA v. Touizer et al

Magistrate judge case number: 0:17-mj-06341-BSS

Date Filed: 11/21/2017

Date Terminated: 07/25/2018

Date Filed	#	Docket Text
03/19/2018	63	PAPERLESS Minute Entry for proceedings held before Judge Beth Bloom: Change of Plea Hearing as to Saul Daniel Suster held on 3/19/2018. Saul Daniel Suster (2) Guilty Count 1. Defendant sworn. The parties submitted a signed factual proffer and plea agreement to the Court. PSR Ordered. Sentencing set for Tuesday, 5/22/18 at 2:00 pm in Miami, 400 North Miami Avenue, Courtroom 10-2. Defense ore tenus Motion for defendant to remain on original conditions of release is Granted. Total time in court: 1 hour. Attorney Appearance(s): Roger Cruz, Philip Louis Reizenstein. Court Reporter: Yvette Hernandez, 954-769-5686 / Yvette_Hernandez@flsd.uscourts.gov. (tas) (Entered: 03/19/2018)



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

17-60286 -BB

Case No.: ~~16-20676-CR-MARTINEZ~~

UNITED STATES OF AMERICA

vs.

SAUL DANIEL SUSTER,

Defendant.

PLEA AGREEMENT

The United States Attorney's Office for the Southern District of Florida ("this Office" or "the government") and Saul Daniel Suster (hereinafter referred to as the "defendant") enter into the following agreement:

1.e The defendant agrees to plead guilty to Count 1 of the Indictment, which charges the defendant with Conspiracy to Commit Wire and Mail Fraud, in violation of Title 18, United States Code, Section 1349. After sentencing, the government agrees to move to dismiss the remaining Counts of this Indictment as to this defendant.

2.e The defendant is aware that the sentence will be imposed by the Court after considering the advisory Federal Sentencing Guidelines and Policy Statements (hereinafter "Sentencing Guidelines"). The defendant acknowledges and understands that the Court will compute an advisory sentence under the Sentencing Guidelines and that the applicable guidelines will be determined by the Court relying in part on the results of a pre-sentence investigation by the Court's probation office, which investigation will commence after the guilty plea has been entered. The defendant is also aware that, under certain circumstances, the Court may depart from the advisory sentencing guideline range that it has computed, and may raise or lower that advisory sentence under



the Sentencing Guidelines. The defendant is further aware and understands that the Court is required to consider the advisory guideline range determined under the Sentencing Guidelines, but is not bound to impose a sentence within that advisory range; the Court is permitted to tailor the ultimate sentence in light of other statutory concerns, and such sentence may be either more severe or less severe than the Sentencing Guidelines' advisory range. Knowing these facts, the defendant understands and acknowledges that the Court has the authority to impose any sentence within and up to the statutory maximum authorized by law for the offense identified in paragraph 1 and that the defendant may not withdraw the plea solely as a result of the sentence imposed.

3.e The defendant understands and acknowledges that the Court may impose a statutory maximum term of imprisonment of up to 20 years, followed by a term of supervised release of up to 3 years. In addition to a term of imprisonment and supervised release, the Court may impose a fine of up to \$250,000 or not more than the greater of twice the gross gains or gross loss resulting from the offense. See 18 U.S.C. § 3571(d).

4.e The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraph 3 of this agreement, a special assessment in the amount of \$100 will be imposed on the defendant. The defendant agrees that any special assessment imposed shall be paid at the time of sentencing. If a defendant is financially unable to pay the special assessment, the defendant agrees to present evidence to this Office and the Court at the time of sentencing as to the reasons for the defendant's failure to pay.

5.e This Office reserves the right to inform the Court and the probation office of all facts pertinent to the sentencing process, including all relevant information concerning the offenses committed, whether charged or not, as well as concerning the defendant and the defendant's background. Subject only to the express terms of any agreed-upon sentencing recommendations

contained in this agreement, this Office further reserves the right to make any recommendation as to the quality and quantity of punishment.

6.e This Office agrees that it will recommend at sentencing that the Court reduce by two levels the sentencing guideline level applicable to the defendant's offense, pursuant to Section 3E1.1(a) of the Sentencing Guidelines, based upon the defendant's recognition and affirmative and timely acceptance of personal responsibility. If at the time of sentencing the defendant's offense level is determined to be 16 or greater, this Office will file a motion requesting an additional one level decrease pursuant to Section 3E1.1(b) of the Sentencing Guidelines, stating that the defendant has assisted authorities in the investigation or prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate their resources efficiently. This Office further agrees to recommend that the defendant be sentenced at the low end of the guideline range, as that range is determined by the Court. This Office, however, will not be required to make this motion and these recommendations if the defendant: (1) fails or refuses to make a full, accurate and complete disclosure to the probation office of the circumstances surrounding the relevant offense conduct; (2) is found to have misrepresented facts to the government prior to entering into this plea agreement; or (3) commits any misconduct after entering into this plea agreement, including but not limited to committing a state or federal offense, violating any term of release, or making false statements or misrepresentations to any governmental entity or official.

7.e This Office and the defendant agree that, although not binding on the probation office or the Court, they will jointly recommend that the Court make the following findings and conclusions of law as to the relevant offense as to the sentence to be imposed:

Base offense level: The base offense level is 7 under Guideline 2B1.1;

Loss: More than \$550,000 but less than \$1,500,000, per 2B1.1(b)(1)(H), adding 14 levels;

Victims: Involved more than 10 victims and resulted in substantial financial hardship to one or more victims, per 2B1.1(b)(2)(A), adding 2 levels;

Role: The defendant is free to argue for and the government is free to oppose a role reduction.

8.e Assuming an adjusted offense level of 20 (after full acceptance of responsibility) and the defendant fully complies with all obligations contained in this Plea Agreement, the government agrees to recommend a sentence at the low-end of the Sentencing Guidelines' range. Also, the defendant may argue for a sentencing variance pursuant to the factors enumerated in Title 18, United States Code, Section 3553(a). The defendant is aware that any estimate of the probable sentencing range or sentence that the defendant may receive, whether that estimate comes from the defendant's attorney, this Office, or the probation office, is a prediction, not a promise, and is not binding on this Office, the probation office or the Court. The defendant understands further that any recommendation that this Office makes to the Court as to sentencing, whether pursuant to this agreement or otherwise, is not binding on the Court and the Court may disregard the recommendation in its entirety. The defendant understands and acknowledges, as previously acknowledged in paragraph 3 above, that the defendant may not withdraw the defendant's plea based upon the Court's decision not to accept a sentencing recommendation made by the defendant, this Office, or a recommendation made jointly by the defendant and this Office.

9.e The defendant agrees that the defendant shall cooperate fully with this Office by: (a) providing truthful and complete information and testimony, and producing documents, records and

other evidence, when called upon by this Office, whether in interviews, before a grand jury, or at any trial or other Court proceeding; (b) appearing at such grand jury proceedings, hearings, trials, and other judicial proceedings, and at meetings, as may be required by this Office; and (c) if requested by this Office, working in an undercover role under the supervision of, and in compliance with, law enforcement officers and agents. In addition, the defendant agrees that the defendant will not protect any person or entity through false information or omission, that the defendant will not falsely implicate any person or entity, and that the defendant will not commit any further crimes.

10.e This Office reserves the right to evaluate the nature and extent of the defendant's cooperation and to make that cooperation, or lack thereof, known to the Court at the time of sentencing. If in the sole and unreviewable judgment of this Office the defendant's cooperation is of such quality and significance to the investigation or prosecution of other criminal matters as to warrant the Court's downward departure from the advisory sentencing range calculated under the Sentencing Guidelines and/or any applicable minimum mandatory sentence, this Office may make a motion prior to sentencing pursuant to Section 5K1.1 of the Sentencing Guidelines and/or Title 18, United States Code, Section 3553(e), or subsequent to sentencing pursuant to Rule 35 of the Federal Rules of Criminal Procedure, informing the Court that the defendant has provided substantial assistance and recommending that the defendant's sentence be reduced. The defendant understands and agrees, however, that nothing in this agreement requires this Office to file any such motions, and that this Office's assessment of the quality and significance of the defendant's cooperation shall be binding as it relates to the appropriateness of this Office's filing or non-filing of a motion to reduce sentence.

11.e The defendant understands and acknowledges that the Court is under no obligation to grant a motion for reduction of sentence filed by this Office. In addition, the defendant further

understands and acknowledges that the Court is under no obligation of any type to reduce the defendant's sentence because of the defendant's cooperation.

Immigration Status

12.e The defendant recognizes that pleading guilty may have consequences with respect to the defendant's immigration status, if the defendant is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, and, in some cases, removal is presumptively mandatory. Removal and other immigration consequences are the subject of a separate proceeding, however, and the defendant understands that no one, including the defendant's attorney or the district Court, can predict to a certainty the effect of the defendant's conviction on the defendant's immigration status. In addition, the defendant's plea might have consequences with respect to whether the defendant is committed civilly. The defendant nevertheless affirms the desire to plead guilty regardless of any immigration or civil commitment consequences that the plea may entail, even if the consequence is automatic removal from the United States or civil commitment. The defendant is aware that the sentence has not yet been determined by the Court.

Forfeiture

13.e The defendant agrees to forfeit to the United States, voluntarily and immediately, all of the defendant's right, title and interest the defendant has, or any corporation or entity the defendant controls or affects has, to any property used or intended to be used to commit, to facilitate, or to promote the commission of the conspiracy to commit wire fraud and mail fraud, in violation of 18 U.S.C. § 1349; and constituting, derived from, or traceable to the gross proceeds the defendant obtained directly or indirectly as a result of such violation, pursuant to 18 U.S.C. § 982(a)(8).

14. The defendant specifically agrees to the entry of a forfeiture money judgment in the amount to be determined at a later date, which sum represents the gross proceeds obtained as a result

of said violation.

15.e The defendant also agrees to assist this Office in all proceedings, whether administrative or judicial, involving the forfeiture to the United States of all rights, title, and interest, regardless of their nature or form, in all assets, including real and personal property, cash and other monetary instruments, wherever located, which the defendant or others to the defendant's knowledge have accumulated as a result of illegal activities. Such assistance shall include the identification of all assets subject to forfeiture, whether directly subject to forfeiture or as substitute assets and the transfer of such assets to the United States, by delivery upon request, of all necessary and appropriate documentation with respect to the assets, including consents to forfeiture, quit claim deeds, and any and all other documents necessary to deliver good and marketable title to said property and assets. Additionally, the defendant agrees to the entry of an order enjoining the transfer or encumbrance of assets that may be identified as being subject to forfeiture. The defendant knowingly and voluntarily agrees that the defendant shall not oppose the United States in its motion for entry of a Preliminary Order of Forfeiture regarding the Forfeitable Property, which the United States shall make upon acceptance of the defendant's plea of guilty in accordance with this Plea Agreement.

16.e The defendant knowingly and voluntarily agrees to waive any claim or defense the defendant may have under the Eighth Amendment to the United States Constitution, including any claim of excessive fine or penalty with respect to the forfeited property. The defendant also agrees to waive any appeal for the forfeiture. In addition, the defendant agrees to waive any applicable time limits for the initiation of administrative forfeiture and/or further notification of any judicial or administrative forfeiture proceedings brought against the property.

Restitution

17.e The defendant understands and acknowledges that the Court must order restitution for the full amount of the victims' losses pursuant to 18 U.S.C. § 3663A. Defendant understands that the amount of restitution owed to each victim will be determined at or before sentencing unless the Court orders otherwise. This Office and the defendant stipulate and agree that the amount of restitution that the defendant shall pay to is the total fraud loss relating to Count 1. This Office agrees to seek preliminary approval from the Asset Forfeiture and Money Laundering Section to have forfeited property restored to satisfy the restitution order.

18.e The defendant agrees to make full and accurate disclosure of the defendant's financial affairs to this Office and the probation office. Specifically, defendant agrees that, within thirty calendar days of the signing of this Plea Agreement, defendant shall submit a completed Financial Disclosure Statement (form provided by this Office), and shall fully disclose and identify all assets in which the defendant has any interest and/or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party. Defendant agrees to provide, in a timely manner, all financial information requested by this Office and the probation office, and upon request, to meet in person to identify assets/monies which can be used to satisfy the restitution, forfeiture, and/or fine ordered or imposed. In addition, defendant expressly authorizes this Office to obtain a credit report on him.

19.e The defendant agrees that the defendant will not sell, hide, waste, encumber, destroy, or otherwise devalue any asset until the defendant's restitution, forfeiture, and/or fine is paid in full without the prior approval of this Office. Defendant shall also identify any transfer of assets valued in excess of \$5,000 since the date of information/indictment or when the defendant became aware of the criminal investigation, including the identity of the asset, the value of the asset, the identity of the

third party to whom the asset was transferred, and the current location of the asset. The defendant agrees to cooperate fully in the investigation and the identification of assets to be applied toward any restitution and/or forfeiture ordered, and/or fine imposed. Defendant further agrees to liquidate assets, or complete any other tasks, as requested by this Office, which will result in full payment of the restitution, forfeiture, and/or fine in the shortest possible time.

20.e The defendant agrees that providing false or incomplete information about the defendant's financial assets; hiding, selling, transferring or devaluing assets; and/or failing to cooperate fully in the investigation and identification of assets may be used by this Office as a basis for recommending a denial of a reduction for acceptance of responsibility pursuant to Sentencing Guidelines Section 3E1.1, and also may be used in making any recommendation regarding the sentence to be imposed by the Court. In addition, this conduct may form the basis for separate charges against the defendant, including, but not limited to, charges under 18 U.S.C. § 1001.

21.e **Standard Waiver:** The defendant is aware that Title 18, United States Code, Section 3742 and Title 28, United States Code, Section 1291 afford the defendant the right to appeal the sentence imposed in this case. Acknowledging this, in exchange for the undertakings made by the United States in this plea agreement, the defendant hereby waives all rights conferred by Sections 3742 and 1291 to appeal any sentence imposed, including any restitution order, forfeiture order or to appeal the manner in which the sentence was imposed, unless the sentence exceeds the maximum permitted by statute or is the result of an upward departure and/or an upward variance from the advisory guideline range that the Court establishes at sentencing. The defendant further understands that nothing in this agreement shall affect the government's right and/or duty to appeal as set forth in Title 18, United States Code, Section 3742(b) and Title 28, United States Code, Section 1291. However, if the United States appeals the defendant's sentence pursuant to Sections 3742(b) and

1291, the defendant shall be released from the above waiver of appellate rights. By signing this agreement, the defendant acknowledges that the defendant has discussed the appeal waiver set forth in this agreement with the defendant's attorney.

22.a The defendant confirms that the defendant is guilty of the offense to which the defendant is pleading guilty; that the defendant's decision to plead guilty is the decision that the defendant has made; and that nobody has forced, threatened, or coerced the defendant into pleading guilty. The defendant accordingly affirms that the defendant is entering into this agreement knowingly, voluntarily, and intelligently, and with the benefit of full, complete, and effective assistance by the defendant's attorney.

23.a The defendant agrees to having consulted with the defendant's attorney and fully understands all rights with respect to the pending charges. Further, the defendant was advised and fully understands all rights with respect to the provisions of the Sentencing Guidelines which may apply in this case. The defendant understands the constitutional rights associated with going to trial, including the right to be represented by counsel, the right to plead not guilty, the right to trial by jury, the right to confront and cross-examine adverse witnesses, the right to be protected from compelled self-incrimination, the right to testify and present evidence, and the right to compel the attendance of witnesses. By signing below, the defendant attests to having read this agreement, carefully reviewed every part of it with the defendant's attorney, and to being satisfied with the advice and representation of the defendant's attorney regarding the decision to enter into the agreement. The defendant voluntarily agrees to be bound by every term and condition set forth herein. The defendant affirms that the defendant has discussed this matter thoroughly with the defendant's attorney. The defendant further affirms that the defendant's discussions with defense counsel have included discussion of possible defenses that the defendant might raise if the case were to go to trial, as well as possible

issues and arguments that the defendant may raise at sentencing. The defendant additionally affirms that the defendant is satisfied with the representation provided defense counsel.

24.e The defendant confirms that the defendant has read this plea agreement, or that this plea agreement has been read to the defendant. If the defendant does not understand English, the defendant confirms that this plea agreement has been translated into the defendant's native language and that the defendant has read this plea agreement, or that this plea agreement has been read to the defendant in the defendant's native language.

25.e This is the entire agreement and understanding between this Office and the defendant.e There are no other agreements, promises, representations, or understandings.

BENJAMIN G. GREENBERG
UNITED STATES ATTORNEY

Date: 3/19/18

By: 

Roger Cruz
Assistant U. S. Attorney

Date: 3/19/18

By: 

Philip L. Reizenstein
Attorney for Defendant

Date: 3/19/18

By: 

Saul Daniel Suster
Defendant

UNITED STATES DISTRICT COURT
Southern District of Florida
Fort Lauderdale Division

UNITED STATES OF AMERICA
v.
SAUL DANIEL SUSTER

JUDGMENT IN A CRIMINAL CASE

Case Number: 17-60286-CR-BLOOM-002
USM Number: 16823-104

Counsel For Defendant: Philip Louis Reizenstein
Counsel For The United States: Roger Cruz
Court Reporter: Yvette Hernandez

The defendant pleaded guilty to count one of the Indictment.

The defendant is adjudicated guilty of these offenses:

<u>TITLE & SECTION</u>	<u>NATURE OF OFFENSE</u>	<u>OFFENSE ENDED</u>	<u>COUNT</u>
18 U.S.C. § 1349	Conspiracy to commit wire and mail fraud	11/01/2017	1

The defendant is sentenced as provided in the following pages of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

All remaining counts are dismissed on the motion of the government.

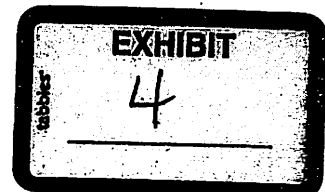
It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

Date of Imposition of Sentence: 5/22/2018



Beth Bloom
United States District Judge

Date: 5/23/2018



DEFENDANT: SAUL DANIEL SUSTER
CASE NUMBER: 17-60286-CR-BLOOM-002

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of **30 months as to count one of the Indictment.**

The court makes the following recommendations to the Bureau of Prisons: That the Defendant be designated to a facility in the Southern District of Florida for visitation with children.

The defendant shall self-surrender to the custody of the United States Marshal for the SDFL (201 N. Miami Avenue, 2nd Floor) or to the designated facility by 3:00 p.m. on Friday, 7/20/18 .

******Defendant shall self-surrender to the USM office at the restitution hearing set on 7/20/18 in Miami, 400 North Miami Avenue, Courtroom 10-2. If the parties stipulate to restitution and the hearing is cancelled, then the defendant shall self-surrender to the USM office for the SDFL or the designated institution by 3:00 pm on 7/20/18******

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

DEPUTY UNITED STATES MARSHAL

DEFENDANT: SAUL DANIEL SUSTER
CASE NUMBER: 17-60286-CR-BLOOM-002

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of **1 year**.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

The defendant shall cooperate in the collection of DNA as directed by the probation officer.

The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon.

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

1. The defendant shall not leave the judicial district without the permission of the court or probation officer;
2. The defendant shall report to the probation officer and shall submit a truthful and complete written report within the first fifteen days of each month;
3. The defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
4. The defendant shall support his or her dependents and meet other family responsibilities;
5. The defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
6. The defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
7. The defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
8. The defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
9. The defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
10. The defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
11. The defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
12. The defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
13. As directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: SAUL DANIEL SUSTER
CASE NUMBER: 17-60286-CR-BLOOM-002

SPECIAL CONDITIONS OF SUPERVISION

Association Restriction - The defendant is prohibited from associating with co-defendant's in Docket Nos. 17-60286-CR-BLOOM (Daniel Joseph Touizer and John Kevin Reech) while on supervised release.

Employment Solicitation Restriction - The defendant shall not be engaged in any business that offers securities, investments, or business opportunities to the public. The defendant is further prohibited from engaging in telemarketing, direct mail, or national advertising campaigns for business purposes without the permission of the Court.

Financial Disclosure Requirement - The defendant shall provide complete access to financial information, including disclosure of all business and personal finances, to the U.S. Probation Officer.

No New Debt Restriction - The defendant shall not apply for, solicit or incur any further debt, included but not limited to loans, lines of credit or credit card charges, either as a principal or cosigner, as an individual or through any corporate entity, without first obtaining permission from the United States Probation Officer.

Mental Health Treatment - The defendant shall participate in an approved inpatient/outpatient mental health treatment program. The defendant will contribute to the costs of services rendered (co-payment) based on ability to pay or availability of third party payment.

Permissible Search - The defendant shall submit to a search of his/her person or property conducted in a reasonable manner and at a reasonable time by the U.S. Probation Officer.

Related Concern Restriction - The defendant shall not own, operate, act as a consultant, be employed in, or participate in any manner, in any related concern during the period of supervision.

Relinquishment of Licensure - Upon request of the appropriate regulatory agency, the defendant shall relinquish his license to said agency. The defendant is on notice that such relinquishment is permanent and will be considered disciplinary action.

Substance Abuse Treatment - The defendant shall participate in an approved treatment program for drug and/or alcohol abuse and abide by all supplemental conditions of treatment. Participation may include inpatient/outpatient treatment. The defendant will contribute to the costs of services rendered (co-payment) based on ability to pay or availability of third party payment.

Unpaid Restitution, Fines, or Special Assessments - If the defendant has any unpaid amount of restitution, fines, or special assessments, the defendant shall notify the probation officer of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay.

DEFENDANT: SAUL DANIEL SUSTER

CASE NUMBER: 17-60286-CR-BLOOM-002

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$100.00	\$0.00	RESERVED

The determination of restitution is deferred until Friday, 7/20/18 at 3:00 p.m. in Miami, 400 North Miami Avenue, Courtroom 10-2. An Amended Judgment in a Criminal Case (AO 245C) will be entered after such determination.

******Defendant shall self-surrender to the USM office at the restitution hearing set on 7/20/18 in Miami, 400 North Miami Avenue, Courtroom 10-2. If the parties stipulate to restitution and the hearing is cancelled, then the defendant shall self-surrender to the USM office for the SDFL or the designated institution by 3:00 pm on 7/20/18******

The defendant must make restitution (including community restitution) to the attached list of payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>NAME OF PAYEE</u>	<u>TOTAL LOSS*</u>	<u>RESTITUTION ORDERED</u>	<u>PRIORITY OR PERCENTAGE</u>
RESERVED	RESERVED	RESERVED	100%

Restitution with Imprisonment - It is further ordered that the defendant shall pay restitution in the amount of RESERVED. During the period of incarceration, payment shall be made as follows: (1) if the defendant earns wages in a Federal Prison Industries (UNICOR) job, then the defendant must pay 50% of wages earned toward the financial obligations imposed by this Judgment in a Criminal Case; (2) if the defendant does not work in a UNICOR job, then the defendant must pay a minimum of \$25.00 per quarter toward the financial obligations imposed in this order. Upon release of incarceration, the defendant shall pay restitution at the rate of 10% of monthly gross earnings, until such time as the court may alter that payment schedule in the interests of justice. The U.S. Bureau of Prisons, U.S. Probation Office and U.S. Attorney's Office shall monitor the payment of restitution and report to the court any material change in the defendant's ability to pay. These payments do not preclude the government from using other assets or income of the defendant to satisfy the restitution obligations.

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

**Assessment due immediately unless otherwise ordered by the Court.

DEFENDANT: SAUL DANIEL SUSTER
CASE NUMBER: 17-60286-CR-BLOOM-002

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

A. Lump sum payment of \$100.00 due immediately.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

This assessment/restitution is payable to the CLERK, UNITED STATES COURTS and is to be addressed to:

**U.S. CLERK'S OFFICE
ATTN: FINANCIAL SECTION
400 NORTH MIAMI AVENUE, ROOM 08N09
MIAMI, FLORIDA 33128-7716**

The assessment/restitution is payable immediately. The U.S. Bureau of Prisons, U.S. Probation Office and the U.S. Attorney's Office are responsible for the enforcement of this order.

Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

<u>CASE NUMBER</u> <u>DEFENDANT AND CO-DEFENDANT NAMES</u> <u>(INCLUDING DEFENDANT NUMBER)</u>	<u>TOTAL AMOUNT</u>	<u>JOINT AND SEVERAL AMOUNT</u>
co-defendant's in Docket Nos. 17-60286-CR-BLOOM Daniel Joseph Touizer and John Kevin Reech	RESERVED	RESERVED

Restitution is owed jointly and severally by the defendant and co-defendants in the above case.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No.: 17-60286-BLOOM

UNITED STATES OF AMERICA,

v.

SAUL DANIEL SUSTER,

Defendant.

FACTUAL PROFFER

Had this case proceeded to trial, Saul Daniel Suster and the Government agree that the Government would have proven the following facts beyond a reasonable doubt. The parties agree that these facts, which are true, do not include all facts known to the Government and the defendant relating to the Indictment. The parties agree that these facts are sufficient to prove the guilt of the Defendant as to Count 1 of the above-referenced Indictment:

From some time in 2010, through some time in 2017, in the Southern District of Florida and elsewhere, Saul Daniel Suster was employed by Daniel Touizer who, with John Reech, and others, conspired to defraud over 150 individuals. Saul Daniel Suster participated in the conspiracy by assisting Daniel Touizer in his scheme with John Reech and others to defraud that raised approximately \$15 million from the sale of stock and other interests in Touizer's investment companies. Those companies included, but are not limited to, Omni Guard, Infinity Diamonds, Infinity Direct insurance (d/b/a Covida holdings), Wheat Capital Management, Wheat Self-Storage Partners I, II, and III, and Protectim.

This conspiracy occurred by means of materially false and fraudulent pretenses, as well as material omissions, to knowingly devise a scheme and artifice to defraud and to obtain money and property through the delivery of certain mail matter and through certain wire communications, contrary to Title 18, United States Code, Sections 1341 and 1343, and all in violation of Title 18, United States Code, Section 1349.

Touizer was founder, controlling shareholder and Chief Executive Officer of Investment Diamonds, Omni Guard, Covida, WCM, and the Wheat LPs. Touizer hired this Defendant to, among other things, solicit potential investors from "phone rooms" that Touizer oversaw. In these phone rooms, this Defendant acted as a "fronter," who called potential investors whose names appeared on the lead lists. On various occasions, once a person showed interest in investing Suster referred the potential investor to Touizer so that TOUIZER could "close" the deal. Touizer acted as the "closer" on nearly all of the stock sales.

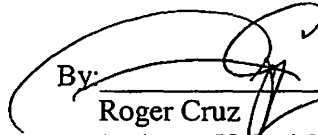


As an example of one of the many lies told to investors to get them to invest, Touizer, Reech, Suster and others told investors that the investment companies, such as Investment Diamonds, were performing well. To create the illusion that Investment Diamonds and other investment companies were profitable, Touizer paid Suster to falsely and fraudulently pose as an investor. Suster lied to some investors by telling them that he was a successful investor in the investment companies and that his investments with the companies made him a significant profit.


This Defendant and his co-conspirators made numerous other materially false and fraudulent statements to investors, including, but not limited to: that no commission or fees would be charged to investors; that sales agents were personally invested in the companies and making significant money from their investments; that the investment companies were a "safe investment," "profitable investment," and one where "you won't lose money;" that the investment companies were successful and profitable; that Touizer did not personally take a salary or draw on funds invested in certain investment companies; and that investor funds would be used for sales and marketing, working capital and general corporate purposes.

Finally, Touizer and his co-conspirators concealed from their investors that Touizer used between 50% and 80% of investor proceeds to pay undisclosed commissions and fees.

Date: 3/19/18

By: 
Roger Cruz
Assistant United States Attorney

Date: 3/19/18

By: 
Philip L. Reizenstein
Attorney for Defendant

Date: 3/19/18

By: 
~~Saul Danne Suster~~ Saul Danne Suster
Defendant