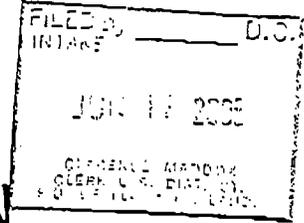


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

05-60157 CR-COHN

18 U.S.C. §1001
18 U.S.C. §1341
18 U.S.C. §2



MAGISTRATE JUDGE
SNOW

UNITED STATES OF AMERICA

v.

BRUCE NORMAN CROWN,

Defendant.

INFORMATION

The United States Attorney charges that:

COUNT 1

1. On or about February 27, 2002, in Broward and Palm Beach Counties, in the Southern District of Florida, and elsewhere the defendant,

BRUCE NORMAN CROWN,

in a matter within the jurisdiction of the United States Commodity Futures Trading Commission (hereinafter "CFTC"), an agency within the executive branch of the Government of the United States, did knowingly and willfully make a materially false, fictitious and fraudulent statement and representation, in that the defendant, when he filed a Form 8-R with the National Futures Association to register as an Associated Person with the CFTC in order to engage in the sale of options on commodity futures contracts ("commodity options"), stated that he had never been subject to expulsion, suspension, restriction or revocation of membership from a domestic

professional association in the field of law, when in truth and in fact, as the Defendant then and there well knew, on or about November 18, 1999, the Florida Supreme Court had expelled and barred him from the practice of law, and revoked his membership with the Florida Bar; in violation of Title 18, United States Code, §1001(a)(2).

COUNTS 2 AND 3

2. From in or about May 2004, through in or about December 2004, in Broward and Palm Beach Counties in the Southern District of Florida and elsewhere, the defendant,

BRUCE NORMAN CROWN,

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud, and to obtain money and property from another by means of materially false and fraudulent pretenses, representations and promises, knowing that the pretenses, representations and promises were false when made, as more particularly described below:

OBJECT OF THE SCHEME AND ARTIFICE TO DEFRAUD

3. It was the purpose and object of the scheme and artifice to defraud for the defendant to unlawfully enrich himself by offering for sale, to an individual whose initials are L.T.K., non-existent options on commodity futures contracts for crude oil and foreign currency.

MANNER AND MEANS

The manner and means by which the defendant sought to accomplish the scheme and artifice to defraud, and for obtaining money and property from another by means of false and fraudulent pretenses, included the following:

4. The defendant was employed as a salesperson with a commodities brokerage firm called Worldwide Commodity Corporation (hereinafter "Worldwide") located in Pembroke Pines, Florida. Worldwide was registered with and regulated by the CFTC. The defendant,

while working with Worldwide, was registered as an Associated Person with the CFTC and thus permitted to engage in the sale of commodity options.

5. Sometime in or about May 2004, an individual whose initials were L.T.K. opened a trading account with Worldwide where she was offered the opportunity to purchase commodity options.

6. In or about late July 2004, after dealing with three salespersons at Worldwide and having lost several thousand dollars, L.T.K. was introduced over the telephone to the defendant, who represented himself as the manager at Worldwide.

7. The defendant told L.T.K. that her latest transaction with Worldwide was a rip-off and the defendant would waive the approximately \$3,300 in commissions on her last trade in which she lost approximately \$11,332. The defendant pressured L.T.K. to purchase options on crude oil that are traded on the New York Mercantile Exchange ("NYMEX") by falsely informing her that she would earn a high profit with little or no risk. L.T.K. purchased these commodity options based on the defendant's recommendation.

8. In or about August 2004, the CFTC advised the defendant and Worldwide of its intent to revoke the defendant's registration with that agency. Subsequently, the defendant left his employment with Worldwide. The CFTC revoked the defendant's registration on October 25, 2004.

9. In or about August 2004, L.T.K. called Worldwide to check on her purchase of NYMEX oil options and was told that the defendant no longer worked there. L.T.K. then contacted the defendant on the cell phone number he had previously provided to her.

10. The defendant continued to solicit L.T.K. to purchase commodity options and falsely represented to her that he started his own foreign currency clearinghouse called Mercury

Partners, Inc., located in Boca Raton, Florida. While the defendant did work for Mercury Partners as a broker selling options on foreign currency ("foreign currency options"), he did not own Mercury Partners.

11. The defendant advised L.T.K. about the prospect of purchasing foreign currency options. The defendant advised L.T.K. that he believed that she would earn a high profit, such as tripling her money, with little or no risk if she purchased the foreign currency options that he was recommending. As a result, in late August 2004, based on the defendant's solicitations, L.T.K. sent approximately \$39,750 to Mercury Partners. She directed these funds be used to purchase call options on the Euro dollar.

12. In or about September 2004, the defendant left employment at Mercury Partners but failed to disclose this to L.T.K.

13. On or about September 30, 2004, the defendant told L.T.K. that he needed money to buy out a trade with the futures commission merchant Goldman Sachs & Co. The defendant stated that his 97-year-old father had placed a trade with Goldman Sachs without the defendant's knowledge. Since placing the trade, the defendant stated his father's health had taken a turn for the worse. The defendant stated he contacted Goldman Sachs to see if the options could be transferred to his name. He told L.T.K. that Goldman Sachs said this could be done and that the defendant needed to move quickly because his father was very ill.

14. On or about September 30, 2004, L.T.K. sent a check for \$50,000 directly to the defendant for the purpose of buying out the defendant's father's option, discussed in paragraph 13 above.

15. The representations made by the defendant in paragraph 13 above were false; neither he nor his father had an account at Goldman Sachs and there were no options on crude oil as was

represented by the defendant.

16. Instead of buying out the defendant's father's non-existent crude oil options, the defendant deposited L.T.K.'s check for \$50,000 into his personal account at Bank Atlantic. The defendant caused this deposit to be withdrawn in the form of two checks payable to the defendant in the amount of \$5,000 and \$45,000.

17. On or about November 9, 2004, the defendant falsely told L.T.K. that he sold her foreign currency options in Euro dollars and stated she had earned a profit of approximately \$25,000. Then, the defendant urged L.T.K. to purchase an additional \$19,918 worth of foreign currency options with Mercury Partners. The defendant stated he was going to use this money along with the proceeds of her previous trade, to purchase additional Euro options. Like the previous purchase of foreign currency options, the defendant told L.T.K. that she would earn a large profit, such as doubling or tripling her money, with little or no risk. At the direction of the defendant, L.T.K. sent a check payable to the defendant for \$19,918 via Federal Express.

18. The defendant never purchased options on Euro dollars on behalf of L.T.K. Instead, upon receipt of the check for \$19,918, the defendant deposited the check in his personal bank account at Bank Atlantic in Pembroke Pines, Florida. The defendant then wrote a check payable to himself in the amount of \$19,918 and negotiated the check for cash.

19. In or about December 2004, L.T.K. received a statement from Mercury indicating her options had expired and were worthless. These were the same foreign currency options that the defendant had falsely represented to L.T.K. that he had cashed out at a profit to purchase additional Euro dollar options.

EXECUTION OF SCHEME AND ARTIFICE TO DEFRAUD

20. For the purpose of executing the scheme and artifice to defraud and for obtaining

money and property by means of false and fraudulent pretenses, representations and promises.
the defendant,

BRUCE NORMAN CROWN,

did knowingly and willfully cause to be delivered by Federal Express, a commercial interstate carrier, according to the directions thereon such matters and things, as described in each count below:

COUNT

USE OF THE MAILS

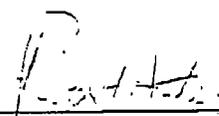
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On or about September 30, 2004, the defendant caused L.T.K. to send, via Federal Express, a check in the amount of \$50,000 payable to Bruce Crown.

3

On or about November 10, 2004, the defendant caused L.T.K. to send, via Federal Express, a check in the amount of \$19,918 payable to Bruce Crown.

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



R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY



BERTHA R. MITRANI
ASSISTANT UNITED STATES ATTORNEY