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STEVEN M. LARIMORE
CLERK U.S. DIST. CT.
S. D. OF FLA. - MIAMI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

08-20572-CR-GOLD/MCALILEY

CASE NO. _____

18 U.S.C. § 1343

UNITED STATES OF AMERICA

vs.

JOSEPH J. WEISENFELD,

Defendant.

INFORMATION

The United States Attorney charges that:

COUNT 1
Wire Fraud
(18 U.S.C. § 1343)

At various times relevant to this Information:

1. Weisenfeld & Associates, P.A. was a Florida corporation with its principal place of business located in Miami-Dade County, Florida. Weisenfeld and Associates, P.A. also had a secondary office which was located in Orlando, Florida.

2. **JOSEPH J. WEISENFELD** was the principal of Weisenfeld & Associates, P.A., and a practicing, licensed attorney in the State of Florida. **WEISENFELD's** primary area of practice was real estate.

3. On or about July 14, 1988, Chicago Title Insurance Company ("Chicago Title") executed an Issuing Agency Contract with Weisenfeld and Associates, P.A., in which Chicago Title, as Principal, appointed Weisenfeld and Associates, P.A. as a policy issuing agent.

Pursuant to the contract, Weisenfeld and Associates, P.A. agreed to receive and process applications for title insurance and to issue title insurance policies to buyers on behalf of Chicago Title.

4. **JOSEPH J. WEISENFELD** maintained the Weisenfeld and Associates, P.A. trust account at Gibraltar Private Bank and Trust, in the Southern District of Florida.

5. From in or around 2002, through in or around March 2008, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

JOSEPH J. WEISENFELD,

did knowingly and with 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 did knowingly transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signals, pictures, and sounds.

PURPOSE OF THE SCHEME AND ARTIFICE

6. It was the purpose of the scheme and artifice for the defendant to unjustly enrich himself by misappropriating client money from the Weisenfeld and Associates, P.A. trust account, and using the funds for his own personal benefit or for the benefit of his company.

MANNER AND MEANS OF THE SCHEME AND ARTIFICE

The manner and means by which the defendant sought to accomplish the scheme and artifice, included, among others, the following

7. **JOSEPH J. WEISENFELD** represented individuals and/or entities, mostly buyers, in conjunction with real estate transactions.

8. **JOSEPH J. WEISENFELD** frequently acted as the closing agent for real estate transactions. In this capacity, **WEISENFELD** collected the buyer's funds intended to be used for the purchase of the subject property, and would then disburse the funds to the seller or on behalf of the seller.

9. **JOSEPH J. WEISENFELD**, as the closing agent, placed the collected funds in an attorney trust account he maintained at Gibraltar Private Bank & Trust. **WEISENFELD** represented to the parties engaged in the transaction that the funds in the trust account were being held in escrow, only to be used for authorized purposes associated with the real estate transaction, such as transactional fees, taxes, payments to the seller, and the satisfaction of outstanding mortgages.

10. **JOSEPH J. WEISENFELD** prepared and caused to be prepared for the parties involved in the real estate transaction, including any lenders, a settlement statement form which detailed the manner in which funds were allegedly to be disbursed in connection with the real estate transaction.

11. Thereafter, **JOSEPH J. WEISENFELD** failed to disburse the money as promised on the settlement statement form, instead misappropriating the client funds from the trust account for his own personal use and benefit.

12. In many instances, **JOSEPH J. WEISENFELD** falsely represented to the parties in the transaction that the proceeds from the real estate closing were to be used to satisfy the preexisting mortgages of the seller, when, in fact, **WEISENFELD** failed to satisfy the mortgages, and misappropriated the funds. **WEISENFELD** hid his failure to satisfy the seller's mortgages by personally making payments on the loans himself until he could pay off the mortgages with other client money.

13. As title agent for Chicago Title, **JOSEPH J. WEISENFELD** was obligated to pay the title company a percentage of the title insurance premium for each policy written by **WEISENFELD**. This fee was listed on the settlement statement form as a disbursement purportedly to be made from the funds involved in the real estate transaction. **WEISENFELD** failed to make these payments to Chicago Title, instead keeping the money for his own personal use and benefit.

14. **JOSEPH J. WEISENFELD** falsely represented to his clients that he had retained sufficient funds in escrow to pay taxes due and owing to the Internal Revenue Service associated with their real estate transactions. In truth, the funds were misappropriated by **WEISENFELD** and not maintained in escrow.

15. **JOSEPH J. WEISENFELD** concealed his misappropriation of client funds by falsely reassuring clients that they had sufficient balances in his escrow account, and then covering shortages with other trust account funds. **WEISENFELD** misused newly obtained funds from other ongoing real estate transactions to pay off obligations from prior transactions.

16. Over the course of the scheme, **JOSEPH J. WEISENFELD** misappropriated approximately \$3,000,000 in client funds held in escrow in his attorney trust account.

USE OF THE WIRES

17. On or about September 21, 2007, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

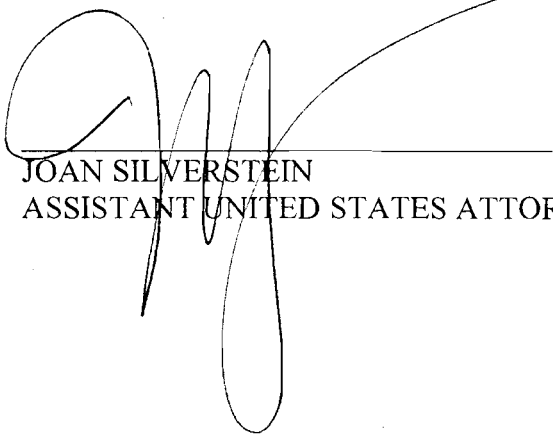
JOSEPH J. WEISENFELD,

for the purpose of executing the aforesaid scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted, by means of wire communications

in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, that is, the defendant sent a letter via email from Miami, Florida to C.G. in Mexico City, Mexico falsely confirming to C.G. that the defendant held \$600,000 in escrow on behalf of C.G., when in truth and in fact, as the defendant then and there well knew, the defendant did not hold these funds in escrow and he had misappropriated the money, in violation of Title 18, United States Code, Section 1343.



R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY



JOAN SILVERSTEIN
ASSISTANT UNITED STATES ATTORNEY