

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)
)
 v.)
) Violations: Title 18, United States
) Code, Section 1343
 MARIA CHYCHULA,)
 VITALIY BAKA, and)
 IGOR ANATSKO, a/k/a “Ihor Anatsko”) **UNDER SEAL**

COUNT ONE

The SPECIAL AUGUST 2009-1 GRAND JURY charges:

1. At times material to this Indictment:

A. Defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO held themselves out to be:

i. Investment advisors and brokers who: (a) bought and sold United States and foreign currency on behalf of clients; and (b) engaged in foreign transactions of financial instruments, such as bank notes and letter of credits, on behalf of clients;

ii. Entrepreneurs who were engaged in businesses that invented and/or developed: (a) glow-in-the-dark products; (b) three-dimensional computer monitors; (c) laparoscopic medical devices; (d) anti-piracy devices for movies; (e) self-cleaning, self-sanitizing, and self-disinfecting coatings; and (f) voice-over internet communications; and

iii. Financiers who were able to provide large loans based on their existing balance in their bank accounts and current letters of credit.

B. Defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO incorporated, caused to be incorporated, and were officers of several companies, including Gnxpert Color, Inc.; Gnxpert Neural Technologies, Inc.; Gnxpert Holding; Gnxpert Photocatalytic; Gnxtech, Inc; GQC LLC, and Cinema Invest Fund (collectively, the “Gnxpert Companies”).

C. Defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO were authorized by the State of Illinois to issue 1,000 shares of Gnxpert Color, Inc., Gnxpert Neural Technologies, Inc., and Gnxtech, Inc.

2. From no later than in or about May 2001 through October 2010, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, along with others known and unknown to the Grand Jury, devised and intended to devise, and participated in, a scheme to defraud investors and individuals seeking financing from defendants and to obtain money and property, by means of materially false and fraudulent pretenses, representations, and promises, as further alleged herein.

3. It was part of the scheme to defraud that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO, and Individual A lured individuals to provide them with money as investments and as loans for businesses run by defendants by misrepresenting the way the money would be used, the profitability of the businesses, the expected return on investments and loans, the risks associated with the investments and loans, the Gnxpert

Companies' financial condition, and the security of the individuals' money. The defendants commingled these fraudulently obtained funds and misappropriated them.

The Foreign Currency Trading/Arbitrage Investments

4. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO convinced and attempted to convince investors to provide them with money purportedly to be used for a series of trades for foreign currency by falsely representing and causing to be represented that these investments were guaranteed to be profitable when defendants knew they could not guarantee that these investments would be profitable. For example, CHYCHULA represented to investors that the trades for foreign currency would result in a minimum of a 10 to 14% yield in three days.

5. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely informed investors in the purported currency trades that their investment would have no risk when defendants knew that the investors' money would be at risk.

6. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely informed investors in the purported currency trades that their investments did, in fact, result in high profits, when defendants knew the investors had not earned profits through any such currency trading.

7. It was further part of the scheme that defendant IGOR ANATSKO withdrew and otherwise spent money investors gave defendants to invest in the purported currency trades.

8. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO lulled investors in the purported currency trades to continue to believe that they had made profits by having BAKA provide *Ponzi*-type payments to at least one investor by giving that investor \$26,000 in cash, and convincing other investors to use their principle investments and purported profits to purchase shares of the Gnxpert Companies, when defendants knew the investors had lost their principle investments and had made no profit.

The Gnxpert Companies Investments

9. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO convinced and attempted to convince investors to purchase shares of and provide loans to the Gnxpert Companies by misrepresenting the Gnxpert Companies' business activity, sales figures, and profitability.

10. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO misrepresented and caused to be misrepresented to investors the total assets of the Gnxpert Companies and the amount of capital that had been invested in the Gnxpert Companies. For example:

A. In approximately 2003, the defendants stated that the Gnxpert Companies had total assets of more than \$10 million and capital of more than \$11 million in 2002 when defendants knew these companies did not have assets or invested capital of these amounts in 2002 or at any time the Gnxpert Companies were operating.

11. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO misrepresented and caused to be misrepresented to investors and potential investors what investors could do with the shares once they had purchased them. For example, in approximately 2003, defendant MARIA CHYCHULA falsely informed investors that if they purchased 15 shares for \$150,000 in 90 days the investors' options included: (a) selling the shares back to Gnxpert for \$300,000; (b) placing the shares into an IRA account; and (c) receiving a profit of \$37,500.

12. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely told investors that they were negotiating multi-million dollar sales contracts with numerous companies and government agencies to purchase or license the Gnxpert Companies' products, when defendants knew these companies and government agencies were not negotiating contracts to purchase or license the Gnxpert Companies' products. For example:

A. On or about January 18, 2005, defendants falsely informed an investor that LEGO was setting up a new division to research and prototype LEGO products using Gnxpert Color's product.

B. In approximately 2006, BAKA and CHYCHULA falsely informed investors that they were negotiating with the United States Secret Service to use Gnxpert Color technology to "tag" immigrants, spies, terrorists, and militia illegally crossing the United States borders with glow-in-dark particles so that agents could "trace" the movements of these individuals throughout the United States.

C. On or about February 16, 2006, BAKA falsely informed investors that 3M had “assured” them that 3M would sign a \$30 million contract to purchase glow-in-the-dark product from Gnxpert Color.

13. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely represented and caused to be represented to investors and potential investors that the Gnxpert Companies had executed multi-million dollar sales contracts with numerous companies to sell or license the Gnxpert Companies’ products, when defendants knew that many of these companies had not entered into contracts with the Gnxpert Companies and the ones that did execute contracts with the Gnxpert Companies had not promised to pay the Gnxpert Companies the amounts that defendants stated. For example:

A. In 2003, CHYCHULA falsely informed investors that Gnxpert Color had a \$15 million exclusive contract with Genmar and a \$5 million exclusive contract with AOSafety.

B. On or about August 10, 2006, CHYCHULA falsely informed investors that Giant Merchandising had entered into a two-year, \$7.5 million contract and that Mimousa had signed a two-year, \$2 million contract with Gnxpert Color.

C. On or about January 31, 2008, CHYCHULA, BAKA, and Individual A met with an investor and falsely told the investor that they were “up to our ears with deals” and that they were “closing one after another.”

14. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely represented and caused to be represented to

investors and potential investors that the Gnxpert Companies had received significant purchase orders from numerous companies to sell Gnxpert Companies' products, when defendants knew the Gnxpert Companies had not received such purchase orders. For example:

A. In June 2003, CHYCHULA falsely informed investors that Gnxpert Color had received a \$3.6 million purchase order from Home Depot and a \$20 to \$50 million purchase order from Crystalix USA.

B. On or about November 21, 2006, CHYCHULA falsely informed investors that Giant Merchandising was purchasing \$100,000 worth of Gnxpert Color, Inc. product a month.

15. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO misrepresented and caused to be misrepresented to investors and potential investors that Gnxpert Companies had substantial income and were projected to have substantial income from the sale of their products, when defendants knew the Gnxpert Companies did not have the income they represented and the projected income were baseless. For example:

A. In a draft annual report for 2006 circulated to investors on or about May 29, 2007, defendants represented that the Gnxpert Companies had revenue of approximately \$1.4 million in 2004, \$1.9 million in 2005, and \$1.5 million in 2006. As defendants knew, the Gnxpert Companies had significantly less revenue for each of these years.

B. In business plans circulated to investors, defendants kept the exact same projected net sales figures and only changed the year of the projections, despite having little success in selling Gnxpert Companies' products and technologies over those years:

i. In a 2003 business plan, defendants projected net sales of \$35 million in 2003, \$133.9 million in 2004, and \$200.8 million in 2005.

ii. In a 2004 business plan, defendants projected net sales of \$35 million in 2005, \$133.9 million in 2006, and \$200.8 million in 2007.

iii. In a 2006 business plan, defendants projected net sales of \$35 million in 2006, \$133.9 million in 2007, and \$200.8 million in 2008.

iv. In a 2008 business plan, defendants projected net sales of \$35 million in 2008, \$133.9 million in 2010, and \$200.8 million in 2012.

C. In a financial projection for 2009 through 2011 for Gnxpert Color, Inc., defendants projected total sales of approximately \$11.4 million in 2009, \$16.6 million in 2010, and \$32.7 million in 2011, based on projected sales to customers who had never ordered products, had no plans to order products, or were defunct.

16. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO misrepresented and caused to be misrepresented to investors that the Gnxpert Companies were growing and expanding and that their investments were safe when the Gnxpert Companies were not conducting any significant sales. For example:

A. On or about September 8, 2007, CHYCHULA falsely informed investors that the Gnxpert Companies had “been growing very steadily and aggressively,” that their money was “working for” them, and that there was “no reason” to think that they had lost “any money.”

B. On or about January 31, 2008, CHYCHULA, BAKA, and Individual A met with an investor. In the meeting, CHYCHULA stated that the Gnxpert Companies were “expanding” and were a “billion dollar company.”

17. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely told investors that they had plants located outside of the State of Illinois manufacturing the Gnxpert Companies’ products, when defendants knew they did not have any plants outside of the State of Illinois manufacturing their products.

18. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely told investors that the Gnxpert Companies were receiving multi-million dollar offers to buy Gnxpert Companies’ technology and inventions, when defendants knew the Gnxpert Companies had no significant offers to purchase their technology and inventions. For example:

A. In approximately May 2005, ANATSKO, BAKA, and CHYCHULA falsely represented and caused to be represented that they were negotiating to sell Gnxpert Companies’ “technology package” to Cedars Sinai Medical Center and Spectral Molecular Imaging for \$10 million.

B. On approximately March 6, 2006, CHYCHULA falsely represented that 3M had “expressed an interest in buying the GnxScope technology and mentioned 50mil value.”

19. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely told investors that the Gnxpert Companies were profitable, when defendants knew the Gnxpert Companies were not profitable.

20. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely told investors that the Gnxpert Companies soon would offer dividends because of the Gnxpert Companies’ profitability, when defendants knew the Gnxpert Companies would not be offering dividends to investors. For example:

A. On or about January 31, 2006, CHYCHULA falsely informed investors that they would be “hearing about ‘dividends’ within two months, possibly sooner.”

B. On or about May 9, 2006, CHYCHULA falsely informed investors that “Dividend checks are being tabulated.”

C. On or about August 10, 2006, CHYCHULA falsely informed investors that they should expect “dividends before the end of this year.”

D. On or about January 31, 2008, CHYCHULA, BAKA, and Individual A met with an investor. During the meeting, CHYCHULA informed the investor that the Gnxpert Companies would be offering dividends to investors in February 2008.

21. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely told investors that the company would soon

be traded publicly, when defendants had taken no significant steps to have the Gnxpert Companies traded publicly.

22. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO misrepresented and caused to be misrepresented the number of employees working for the Gnxpert Companies when defendants knew there were few employees, if any, employees working for the Gnxpert Companies. For example:

A. Defendants falsely told potential investors that they had 72 scientists working for the Gnxpert Companies.

B. In business plans circulated to investors, defendants kept the exact same number of employees and projected number of employees and only changed the year:

i. In a 2003 business plan, defendants represented and caused to be represented that the Gnxpert Companies had 99 employees in 2003 and projected there to be 129 employees in 2004 and 169 employees in 2005.

C. In a 2004 business plan, defendants represented and caused to be represented that the Gnxpert Companies had 99 employees in 2004 and projected there to be 129 employees in 2005 and 169 employees in 2006.

D. In a 2006 business plan, defendants represented and caused to be represented that the Gnxpert Companies had 99 employees in 2004, 129 employees in 2005, and 169 employees in 2006.

E. In a 2008 business plan, defendants represented that the Gnxpert Companies had 99 employees in 2007 and 129 employees in 2008, and was projected to have

169 employees in 2009.

23. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO falsely stated in their business plans issued to investors from 2003 to 2008 that Individual WM was an accountant for the Gnxpert Companies when defendants knew that Individual WM was not an accountant for the Gnxpert Companies.

24. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO misrepresented and caused to be misrepresented to investors that all of the Gnxpert Companies money was being used for research and development, manufacturing, and patents, when defendants knew that they had commingled and misappropriated for their own benefit money deposited into the Gnxpert Companies' bank accounts.

25. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO fraudulently obtained money from investors by issuing more than the 1,000 shares than they were authorized to issue for Gnxpert Color and Gnxtech.

GQC and Cinema Invest Fund - Financial Instruments

26. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, IGOR ANATSKO, and Individual A convinced and attempted to convince investors to provide Cinema Invest Fund and GQC with money by falsely stating the individuals' money would receive high profits over a short period of time through Cinema Invest Fund's and GQC's purchase of financial instruments, such as so-called bank notes and

standby letters of credit with European banks, when defendants knew that the investors would not receive any profits and that Cinema Invest Fund and GQC would not be purchasing such financial instruments.

27. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, IGOR ANATSKO, and Individual A falsely informed investors providing money to Cinema Invest Fund and GQC that the investors' money would be deposited in a bank account in the United States and would not be withdrawn or transferred without the approval of the investors when defendants knew that they would be commingling investors' money and misappropriating for their own benefit.

28. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, IGOR ANATSKO, and Individual A falsely informed investors providing money to Cinema Invest Fund that Cinema Invest Fund had millions of dollars deposited into bank accounts in the United States, when defendants knew that Cinema Invest Fund did not have millions of dollars deposited into bank accounts in the United States.

29. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, IGOR ANATSKO, and Individual A falsely informed investors providing money to Cinema Invest Fund that Cinema Invest Fund was transferring millions of dollars to European banks to purchase financial instruments, such as so-called bank notes and standby letters of credit, when defendants knew that Cinema Invest Fund was not transferring millions of dollars to European banks to purchase such financial instruments.

GQC and Cinema Invest Fund - Financing for Up Front Fees

30. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, IGOR ANATSKO, and Individual A falsely informed individuals and companies that Cinema Invest Fund and GQC would provide them with significant amounts of financing in exchange for hundreds of thousands of dollars in up front fees paid by the individuals and companies, when defendants knew that Cinema Invest Fund and GQC would not provide the financing after receiving the up front fees.

31. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, IGOR ANATSKO, and Individual A falsely informed individuals and companies that Cinema Invest Fund and GQC had the financial ability to provide significant amounts of financing to individuals and companies when defendants knew that Cinema Invest Fund and GQC did not have the financial ability to provide such significant amounts of financing.

Overall

32. It was further part of the scheme that defendants MARIA CHYCHULA and VITALIY BAKA withdrew investors' money from their corporate accounts and otherwise spent and attempted to spend investors' money unrelated to the Gnxpert Companies' businesses soon after the investors provided money to invest in or loan to the Gnxpert Companies. For example:

A. On or about August 3, 2004, defendants caused approximately \$120,000 from Investor HF to be deposited into one of Gnxpert Color, Inc.'s bank accounts. On or about August 4, 2004, BAKA withdrew approximately \$45,000 in cash from this bank account.

B. On or about January 21, 2004, defendants caused approximately \$20,000 from Investor MZ to be deposited into one of Gnxpert Color, Inc.'s bank accounts. On January 22, 2004, CHYCHULA withdrew approximately \$5,000 in cash from this bank account. From January 26, 2004 to February 13, 2004, BAKA withdrew approximately \$6,750 from this bank account.

C. On or about April 16, 2004, defendants caused approximately \$20,000 from Investor PZ to be deposited into one of Gnxpert Color, Inc.'s bank accounts. From on or about April 20, 2004 to on or about April 27, 2004, BAKA withdrew approximately \$10,380 in cash from this bank account.

D. On or about October 26, 2005, defendants caused approximately \$10,000 from investor BZ to be deposited into one of Gnxpert Color, Inc.'s bank accounts. On or about October 26, 2005, BAKA withdrew approximately \$9,500 in cash from this bank account.

E. On or about November 4, 2005, defendants caused approximately \$20,000 from Investor BZ to be deposited into one of Gnxpert Color, Inc.'s bank accounts. From on or about November 7, 2004 to on or about November 10, 2004, BAKA withdrew approximately \$19,000 in cash from this bank account.

F. On or about April 4, 2006, defendants caused approximately \$18,750 from Investor RY to be deposited into one of Gnxpert Color, Inc.'s bank accounts. From on or about April 4, 2006 to on or about April 11, 2006, BAKA withdrew approximately \$15,700 in cash from this bank account.

G. From on or about July 22, 2008 to on or about July 25, 2008, defendants caused approximately \$50,000 from Investor DG to be deposited into one of Gnxpert Color, Inc.'s bank accounts. Defendants thereafter engaged and attempted to engage in the following transactions with respect to this account that were unrelated to the Gnxpert Color's business on or about to following dates:

- i. July 24, 2008, BAKA withdrew \$9,000 in cash;
- ii. July 24, 2008, BAKA wrote a check to his girlfriend for \$2,000;
- iii. July 29, 2008, defendants wrote a \$4,000 check to CHYCHULA's brother;
- iv. July 30, 2008, BAKA withdrew \$9,500 in cash;
- v. August 7, 2008, defendants wrote a \$18,000 check to pay for the installation of siding on Individual A's residence.

H. From on or about August 20, 2008 to on or about August 21, 2008, defendants caused approximately \$50,000 from Investor JH and \$50,000 from Investor PS to be deposited into one of Cinema Invest Fund LLC's bank accounts. From on or about August 21, 2008 to on or about September 3, 2008, BAKA withdrew approximately \$25,500 in cash and wrote a check to his girlfriend for \$5,000 from this bank account.

33. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO took steps to lull investors into believing their investments were doing well, including by falsely informing investors that their investments were safe, that the their investments were profitable, and that investors would receive their investment and return soon, when defendants knew that the investors' money was not safe, the

investments were not profitable, and the investors would not receive their investment and return soon.

34. It was further part of the scheme that defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO concealed, misrepresented, and hid and caused to be concealed, misrepresented, and hidden, the existence and purpose of the scheme and the acts done in furtherance of the scheme.

35. As a result of the scheme, defendants MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO fraudulently obtained from more than 50 individuals approximately \$4 million.

36. On or about January 31, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: an email from MARIA CHYCHULA to Investor IS and Investor BM providing false information regarding the Gnxpert Companies’ sales, prospects for sales, and testing;

In violation of Title 18, United States Code, Section 1343.

COUNT TWO

The SPECIAL AUGUST 2009-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 33 of Count One of this indictment are hereby realleged and incorporated as if fully set forth herein.
2. On or about May 9, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: an email from MARIA CHYCHULA to various investors falsely stating that purchase orders for Gnxpert Color’s glow-in-the-dark product had escalated; that the defendants were finalizing three additional contracts; and that the defendants were tabulating dividend checks for investors;

In violation of Title 18, United States Code, Section 1343.

COUNT THREE

The SPECIAL AUGUST 2009-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 33 of Count One of this indictment are hereby realleged and incorporated as if fully set forth herein.

2. On or about August 10, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: an email from MARIA CHYCHULA, VITALIY BAKA, and IGOR ANATSKO to various investors in the Gnxpert Companies falsely stating that they had signed a \$7.5 million contract with one customer, that they had signed a \$2 million contract with another customer, that sales were growing exponentially, and that the investors should be receiving dividends before the end of the year;

In violation of Title 18, United States Code, Section 1343.

COUNT FOUR

The SPECIAL AUGUST 2009-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 33 of Count One of this indictment are hereby realleged and incorporated as if fully set forth herein.

2. On or about April 2, 2007, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: an email from MARIA CHYCHULA to various investors in the Gnxpert Companies asking for them to purchase an additional share of the Gnxpert Companies and falsely stating that Individual B was ready to fund the launching of one of the Gnxpert Companies’ purported products.

In violation of Title 18, United States Code, Section 1343.

COUNT FIVE

The SPECIAL AUGUST 2009-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 33 of Count One of this indictment are hereby realleged and incorporated as if fully set forth herein.

2. On or about May 29, 2007, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: an email from MARIA CHYCHULA to various investors in the Gnxpert Companies, attaching a draft annual report for the Gnxpert Companies, which overstated the Gnxpert Companies’ revenue, sales, net income, assets, and available cash, and falsely stated that the annual report had been prepared in accordance with Generally Accepted Accounting Principles;

In violation of Title 18, United States Code, Section 1343.

COUNT SIX

The SPECIAL AUGUST 2009-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 33 of Count One of this indictment are hereby realleged and incorporated as if fully set forth herein.

2. On or about August 20, 2008, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: a \$50,000 wire transfer sent from Investor PS’s American Charter Bank account on behalf of Investor TB to a Bank of America account registered to Cinema Investment Fund;

In violation of Title 18, United States Code, Section 1343.

COUNT SEVEN

The SPECIAL AUGUST 2009-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 33 of Count One of this indictment are hereby realleged and incorporated as if fully set forth herein.

2. On or about August 18, 2008, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: a \$50,000 wire transfer sent from Investor JH’s Harris Bank account to a Bank of America account registered to Cinema Investment Fund;

In violation of Title 18, United States Code, Section 1343.

COUNT EIGHT

The SPECIAL AUGUST 2009-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 33 of Count One of this indictment are hereby realleged and incorporated as if fully set forth herein.

2. On or about February 20, 2008, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: a facsimile of bank records and a letter purporting to be from TCF Bank to Investor TC, which were not from TCF Bank and which falsely stated that Cinema Invest Fund had \$8 million on deposit in an account at TCF Bank and that these funds were ready for transfer to Investor TC;

In violation of Title 18, United States Code, Section 1343.

COUNT NINE

The SPECIAL AUGUST 2009-1 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 33 of Count One of this indictment are hereby realleged and incorporated as if fully set forth herein.

2. On or about June 11, 2008, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MARIA CHYCHULA,
VITALIY BAKA, and
IGOR ANATSKO, a/k/a “Thor Anatsko,”

defendants herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals and sounds, namely: a facsimile of a letter purporting to be from TCF Bank to Investor TC, which was not from TCF Bank and which falsely stated that TCF Bank had sent a wire transfer of approximately \$5.9 million from Cinema Invest Fund’s account at TCF Bank to a European bank;

In violation of Title 18, United States Code, Section 1343.

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY