

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

**JOHN MICHAEL SHEEHAN
[DOB: 10/19/59],**

and

**ALESIA CLAREMAE SHEEHAN
[DOB: 9/5/60],**

Defendants.

) **No. 10-03017-01/02-CR-S-RED**
)
)
)
) **COUNT ONE**
) **18 U.S.C. § 1349**
) **NMT 20 Years and \$250,000 fine**
) **Class C Felony**
) **Supervised Release: NMT 3 Years**
) **Mandatory Restitution**
)
) **COUNTS TWO AND THREE**
) **18 U.S.C. § 1341**
) **NMT 20 Years and \$250,000 fine**
) **Class C Felony**
) **Supervised Release: NMT 3 Years**
) **Mandatory Restitution**
)
) **COUNTS FOUR THROUGH**
) **TWELVE**
) **18 U.S.C. § 1343**
) **NMT 20 Years and \$250,000 fine**
) **Class C Felony**
) **Supervised Release: NMT 3 Years**
) **Mandatory Restitution**
)
) **COUNT THIRTEEN**
) **18 U.S.C. § 1956(h)**
) **NMT 10 Years and \$250,000 (or**
) **twice the value of property involved in**
) **the transaction, whichever is greater)**
) **fine**
) **Class C Felony**
) **Supervised Release: NMT 3 Years**
)
) **COUNTS FOURTEEN THROUGH**
) **TWENTY-ONE**
) **18 U.S.C. § 1957**
) **NMT 10 Years and \$250,000 (or**

Defendants/Counts

J. Sheehan: 1-21

A. Sheehan: 1-21

) **twice the value of property involved in**
) **the transaction, whichever is greater)**
) **fine**
) **Class C Felony**
) **Supervised Release: NMT 3 Years**
)
) **\$100 Mandatory Special**
) **Assessment (Each Count)**
)
)
)

INDICTMENT

THE GRAND JURY CHARGES:

At all times material to this Indictment:

PARTIES AND ENTITIES

1. **JMICHAEL INVESTMENT, LLC**, (“JMI”) was a Missouri Corporation with a last know address of 3420 West Moark Street, Springfield, Missouri, 65810. JMI purported to be in the business of raising capital to purchase, rehabilitate and sell real estate for a profit.

2. **3MOM, INC.** (“3MOM”) was a Missouri corporation with a last known business address of 326 South Belcrest Avenue, Springfield, Missouri 65802. 3MOM purported to be in the business of raising capital to purchase, rehabilitate and sell real estate for a profit.

3. **JOHN MICHAEL SHEEHAN**, *aka* John Michael, *aka* J. Michael (“J. Sheehan”) was a general partner and operator of 3MOM and JMI, and has a last known mailing address of 3420 West Moark Street, Springfield, Missouri 65810.

4. **ALESIA CLAREMAE SHEEHAN** (“A. Sheehan”) was an agent and operator of 3MOM and JMI, and has a last known mailing address of 3420 West Moark Street, Springfield, Missouri 65810. A. Sheehan is the spouse of J. Sheehan.

5. **WOOD AND HUSTON BANK** (herein “Wood and Huston”) is a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation

COUNT ONE

(CONSPIRACY TO COMMIT WIRE FRAUD)

6. Beginning at a time unknown to the Grand Jury, but by no later than on or about June 1, 2005, and continuing until at least on or about June 30, 2006, in Greene County, in the Western District of Missouri, and elsewhere, defendants, **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, did willfully and knowingly combine, conspire and agree with each other and others, known and unknown to the Grand Jury, to commit an offense against the United States; that is, the crime of mail fraud, in violation of Title 18, United States Code, Section 1341, and the crime of wire fraud, in violation of Title 18, United States Code, Section 1343.

MANNER AND MEANS

7. Beginning on or about June 1, 2005, and continuing to on or about June 30, 2006, defendants J. Sheehan and A. Sheehan devised, and intended to devise, a scheme and artifice to defraud individual investors of money and other items of value relating to the purchase and rehabilitation of homes.

8. By June of 2005, J. Sheehan and A. Sheehan had established JMI as an investment company with an internet address www.jmichaelrei.com (the “Website”) to seek or solicit investments from outside sources to purchase and rehabilitate homes, which would then be sold with the proceeds split between the investors and the Sheehans. The defendants established 3MOM to rehabilitate the homes purchased by JMI.

9. The Website advised potential investors that JMI was in the business of buying, rehabilitating and selling real estate for a profit. The Website was promoted by an individual named “John Michael” whom the Website proclaimed to be the “King of Bling” later identified as J. Sheehan.

10. The Website advertised “Investment Properties” which an investor could purchase through JMI. The Website stated that “[w]e purchase and sell single family residential homes with a primary focus on financial distressed homes. Investment is secured by first mortgage position. We purchase real estate normally 50% to 80% of value and Investor expected minimum return is 10% secured by first mortgage position. Maximum term of investment is 12 months.”

11. The Website promised that an investor who provided JMI with money to purchase an investment property which JMI then rehabilitated and sold, would split the profits with JMI.

12. The Website stated that an investor had to invest a minimum of \$15,000 in JMI. The Website stated that the investment would be secured by first mortgage position on the property to be purchased and sold. The Website promised a “10% to 18% interest rate of return or option of 60/40 net profit split” on the investment.

13. Beginning at least as early as June of 2005, the defendants received investments by wire or through the mail, for the purchase and rehabilitation of houses for resale. These investors had contacted the defendants’ Website or attended “investment seminars” hosted by the defendants. In return, the defendants faxed documents titled “Partner Purchase Agreement” or “Declaration of Trust and Trust Agreement” (the “Agreement”) and “Mortgage Deed” (the “Deed”), to investors outside the State of Missouri. The Agreement promised that an investor would receive a percentage of the profits from the sale or lease of such houses purchased by JMI.

The Deed promised that an investor would be the sole investor in the property.

14. The defendants knowingly collected investments from multiple investors for the same property contrary to the representations of the Agreement and the Deed.

15. Investors sent money to the defendants by interstate wires or through the mail. The defendants deposited these investments into JMI or 3MOM bank accounts. The defendants did not use all of these investments to purchase, or rehabilitate, the properties in question.

16. During the conspiracy, 21 investors transferred \$1,023,670 in United States currency to the defendants by wire or through the mail on 33 separate properties. The defendants: (1) did not rehabilitate the property; (2) solicited multiple investments on a single property; or (3) falsely promised a return to the investors.

OVERT ACTS

17. In furtherance of this conspiracy, and to effect its aims and objects, there was committed by one or more of the conspirators, known and unknown to the Grand Jury, at locations within the Western District of Missouri, and elsewhere, at least one of the following overt acts:

18. The allegations made in paragraphs 6-16, in the Manner and Means Section of this Indictment, are incorporated by reference in this section as overt acts.

(Fraud involving investment in 2054 N. Park)

19. 2054 N. Park Avenue was a single family residence located in Springfield, Missouri.

20. On or about December 13, 2005, M.E. conveyed 2054 N. Park to the Elkins Family Trust, for an undetermined amount of money. The Elkins Family Trust was not affiliated with JMI or 3MOM.

21. During February and March of 2006, J. Sheehan and A. Sheehan, through JMI, contracted with eight individual investors to purchase and rehabilitate 2054 N. Park.

22. Each of the eight investors signed the “Agreement” provided by the Sheehans for 2054 N. Park. By signing the “Agreement” the investor agreed to provide JMI \$15,000 for the purchase, repair and marketing for sale of 2054 N. Park. JMI promised to rehabilitate 2054 N. Park and then sell the property. The Agreement specified that the proceeds of the sale of 2054 N. Park would be evenly divided between the investor and JMI.

23. Each of the eight investors also signed the “Deed” for 2054 N. Park. The Deed for 2054 N. Park identified the investor as a “lender” and provided a “mortgage deed” to JMI as “borrower.” The “Deed” promised that JMI would not obtain a “superior mortgage” on 2054 N. Park without consent of the investor.

24. During February of 2006, and contrary to the representation that there would be only one investor in a property, JMI collected \$120,000 for the purchase and rehabilitation of 2054 N. Park from the eight investors. The payments came from the investors in the form of wire transfers that crossed interstate and international borders and from checks mailed by either the United States mail or private interstate mail carrier. The wire transfers and checks were all deposited in the JMI bank account *****384 at the Wood and Huston Bank, Springfield, Missouri. The checks deposited into the account were endorsed by A. Sheehan.

25. During March of 2006, J. Sheehan faxed copies of the Agreement and the Deed signed by J. Sheehan, to at least six of the investors from fax number 775-307-6541 which had a Nevada area code and was used by JMI in the State of Missouri

. 26. On or about September 7, 2007, the Elkins Family Trust sold 2054 N. Park to M.M.

for the amount of \$111,055. M.M. was not affiliated with JMI, 3MOM or the Sheehans.

27. The Sheehans did not return the \$15,000 to seven of the investors. One investor did receive a payment of \$18,500 after the Sheehans had received money from other investors in a separate property.

(Fraud involving investment in 2006 N. Travis)

28. 2006 N. Travis was a single family residence located in Springfield, Missouri.

29. On or about August 12, 2005, 2006 N. Travis was conveyed to 3MOM, Inc. for \$19,900.

30. From August 2005 to June 6, 2006, J. Sheehan and A. Sheehan contracted under the name of JMI with five individual investors to purchase and rehabilitate 2006 N. Travis.

31. Each of the five investors signed the “Agreement” provided by the Sheehans for 2006 N. Park. By signing the “Agreement” the investor agreed to provide JMI an amount of money which ranged for this property from \$4,375 to \$22,000 for the purchase, repair and marketing for sale or lease of 2006 N. Travis. The “Agreement” also promised that JMI would rehabilitate 2006 N. Travis and then sell or lease the property, splitting the proceeds of the sale or lease of 2006 N. Travis with a specific percentage to the investor and the remainder to JMI.

32. Each of the investors also signed the “Deed” for 2006 N. Travis. The Deed identified the investors, as a “lender,” and provided a “mortgage deed” to JMI as “borrower” for 2006 N. Travis. The “Deed” promised that JMI would not obtain a “superior mortgage” on 2006 N. Travis without consent of the investor.

33. Between August 2005 to June of 2006, JMI collected \$83,375 from the five investors, for the purchase, rehabilitation and sale or lease of 2006 N. Travis. The payments

came from the investors in the form of wire transfers that crossed interstate and international borders and from checks mailed by either the United States mail or private interstate mail carrier. The checks and wire transfers were deposited in the JMI bank account *****384 both at the Wood and Huston Bank, the 3MOM bank account *****981, or sent to the 3MOM PayPal Account.

34. Between August 2005 to June of 2006, J. Sheehan faxed copies of the “Agreement” and the “Deed” signed by J. Sheehan, to at least three of the investors from fax number 775-307-6541, which had a Nevada area code and was used by JMI in the State of Missouri.

35. On or about November 16, 2006, 3MOM transferred the deed to 2006 N. Travis to A. Sheehan. On the same day, J. Sheehan sold 2006 N. Travis to Travers LLC. On or about July 31, 2008, Travers LLC sold 2006 N. Travis for \$69,900.

36. The Sheehans did not return the money invested to the five investors or any “profits” from the sale or lease of the house.

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

COUNTS TWO AND THREE

(MAIL FRAUD)

THE SCHEME AND ARTIFICE TO DEFRAUD

38. Beginning at a time unknown to the Grand Jury, but by no later than on or about June 1, 2005, and continuing until at least on or about June 30, 2006, in Greene County, in the Western District of Missouri, and elsewhere, defendants, **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, did knowingly devised and intended to devise a scheme and artifice to defraud investors of money invested into companies for the purpose of the

purchase, rehabilitation and sale of residential properties by means of materially false and fraudulent pretenses, representations and promises, that is, to purchase real estate in order to repair and rehabilitate it, and then sell the real estate, splitting the profit, with the individual investor when, in fact, the defendants allowed multiple investors to invest in the same property after promising the investor they were the only investor in that property.

COUNT TWO

39. The allegations made in paragraphs 1-38 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE MAILING

40. On or about February 14, 2006, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing or attempting to execute the scheme and artifice, did knowingly cause to be delivered by UPS, a private interstate mail carrier, a cashier's check in the amount of \$15,000 to "J. Michaels Investment, LLC," delivered at the address of 3420 W. Moark Street, Springfield, Missouri, 65810, in violation of Title 18, United States Code, Section 1341.

COUNT THREE

41. The allegations made in paragraphs 1-38 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE MAILING

42. On or about February 17, 2006, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing or attempting to execute the scheme and artifice, did knowingly cause to be delivered

by the United States mail, a check in the amount of \$15,000 to “J. Michaels Investment” delivered at the address of 3420 W. Moark Street, Springfield, Missouri, 65810, in violation of Title 18, United States Code, Section 1341.

COUNTS FOUR THROUGH THIRTEEN

(WIRE FRAUD)

THE SCHEME AND ARTIFICE TO DEFRAUD

43. Beginning at a time unknown to the Grand Jury, but by no later than on or about June 1, 2005, and continuing until at least on or about June 30, 2006, in Greene County, in the Western District of Missouri, and elsewhere, defendants, **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, knowingly devised and intended to devise a scheme and artifice to defraud investors of money invested into these companies for the purpose of the purchase, rehabilitation and sale of residential properties by means of materially false and fraudulent pretenses, representations and promises, that is, to purchase real estate in order to repair and rehabilitate it, and then sell the real estate, splitting the profit, with the individual investor when, in fact, the defendants allowed multiple investors to invest in the same property after promising the investor they were the only investor in that property.

COUNT FOUR

44. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

45. On or about March 8, 2006, in the Western District of Missouri, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each

other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate commerce, by means of a wire communication, certain signs, signals and sounds that is, the facsimile transmission of documents known as the “Agreement” and the “Deed” previously described in this indictment and incorporated by reference to this Count, from the State of Missouri, to E.K. in the State of California, in violation of Title 18, United States Code, Section 1343.

COUNT FIVE

46. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

47. On or about March 15, 2006, in the Western District of Missouri, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate or foreign commerce, by means of a wire communication, certain signs, signals and sounds that is, the facsimile transmission of documents known as the “Agreement” and the “Deed” previously described in this indictment and incorporated by reference to this Count, from the State of Missouri, to T.L. in New South Wales, Australia, in violation of Title 18, United States Code, Section 1343.

COUNT SIX

48. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

49. On or about February 13, 2006, in the Western District of Missouri, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate or foreign commerce, by means of a wire communication, certain signs, signals and sounds that is, the wire transfer of money converted into United States currency in the amount of \$15,000 from New South Wales, Australia, to the “JMI” bank account *****384 at the Wood and Huston Bank in the State of Missouri, in violation of Title 18, United States Code, Section 1343.

COUNT SEVEN

50. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

51. On or about March 8, 2006, in the Western District of Missouri, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate or foreign commerce, by means of a wire communication, certain signs, signals and sounds that is, the facsimile transmission of documents known as the “Agreement” and the “Deed” previously described in this indictment and incorporated by reference to this Count, from the State of Missouri, to H.M. in the State of New York, in violation of Title 18, United States Code, Section 1343.

COUNT EIGHT

52. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

53. On or about March 8, 2006, in the Western District of Missouri, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate or foreign commerce, by means of a wire communication, certain signs, signals and sounds that is, the facsimile transmission of documents known as the “Agreement” and the “Deed” previously described in this indictment and incorporated by reference to this Count, from the State of Missouri, to D.O. in the State of Kansas, in violation of Title 18, United States Code, Section 1343.

COUNT NINE

54. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

55. On or about August 10, 2005, in the Western District of Missouri, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate or foreign commerce, by means of a wire communication, certain signs, signals and sounds that is, the facsimile transmission of documents known as the “Agreement” and the “Deed” previously described in this indictment

and incorporated by reference to this Count, from the State of Missouri, to H.T. in the State of California, in violation of Title 18, United States Code, Section 1343.

COUNT TEN

56. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

57. On or about August 12, 2005, in the Western District of Missouri, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate or foreign commerce, by means of a wire communication, certain signs, signals and sounds that is, the wire transfer of money converted into United States currency in the amount of \$45,000 from the State of California, to the “3 MOM” bank account *****981 at the Wood and Huston Bank in the State of Missouri, in violation of Title 18, United States Code, Section 1343.

COUNT ELEVEN

58. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

59. On or about October 18, 2005, in the Western District of Missouri, and elsewhere, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate or foreign commerce, by means of a

wire communication, certain signs, signals and sounds that is, the facsimile transmission of documents known as the “Agreement” and the “Deed” previously described in this indictment and incorporated by reference to this Count, from the State of Missouri, to H.H. in the State of California, in violation of Title 18, United States Code, Section 1343.

COUNT TWELVE

60. The allegations made in paragraphs 1-38 and 43 of this Indictment, are incorporated by reference in this Count to describe the scheme and artifice to defraud.

THE WIRE COMMUNICATION

61. On or about January 19, 2006, in the Western District of Missouri, and elsewhere, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other for the purpose of executing and attempting to execute, the scheme and artifice, did transmit and cause to be transmitted in interstate or foreign commerce, by means of a wire communication, certain signs, signals and sounds that is, the facsimile transmission of documents known as the “Agreement” and the “Deed” previously described in this indictment and incorporated by reference to this Count, from the State of Missouri, to B.B. in the State of Hawaii, in violation of Title 18, United States Code, Section 1343.

COUNT THIRTEEN

(CONSPIRACY TO COMMIT MONEY LAUNDERING)

62. Beginning at a time unknown to the Grand Jury, but by no later than on or about June 1, 2005, and continuing until at least on or about June 30, 2006, in Greene County, in the Western District of Missouri, and elsewhere, defendants **JOHN MICHAEL SHEEHAN, and ALESIA CLAREMAE SHEEHAN**, did knowingly combine, conspire and agree with one

another and with others known and unknown to the Grand Jury to commit an offense against the United States; that is, the crime of engaging in a monetary transaction in criminally derived property of a value greater than \$10,000 derived from specified unlawful activity, contrary to the provisions of Title 18, United States Code, Section 1957(a).

MANNER AND MEANS

63. The allegations made in paragraphs 1-62 of this Indictment, are incorporated by reference in this section of Count Fourteen.

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

COUNTS FOURTEEN THROUGH TWENTY-ONE

(MONEY LAUNDERING)

65. The allegations made in paragraphs 1-64 of this Indictment, are incorporated by reference in this Count to describe the specified unlawful activity.

66. On or about the dates set forth below in each individual count, in Greene County, in the Western District of Missouri, and elsewhere, defendants **JOHN MICHAEL SHEEHAN and ALESIA CLAREMAE SHEEHAN**, aiding and abetting each other as set forth in each individual count, did knowingly engage or attempt, by, through, or to a financial institution affecting interstate or foreign commerce, the following monetary transactions in criminally derived property of a value greater than \$10,000, that is the transfer of funds as set forth below in each individual count, such property having been derived from a specified unlawful activity, that is conspiracy to commit mail and wire fraud and individual acts of mail and wire fraud:

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
FOURTEEN	2/21/2006	Cashier's Check in the amount of \$15,000 sent by T.T. to the defendants and deposited into JMI bank

account *****384, at the Wood and Huston Bank, Springfield, Missouri.

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
FIFTEEN	2/21/2006	Check in the amount of \$15,000 sent by J.B. to the defendants and deposited into JMI bank account *****384 at the Wood and Huston Bank, Springfield, Missouri.

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
SIXTEEN	2/21/2006	Check in the amount of \$15,000 sent by P.C. to the defendants and deposited into JMI bank account *****384 at the Wood and Huston Bank, Springfield, Missouri.

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
SEVENTEEN	2/14/2006	Check in the amount of \$15,000 sent by R.G. to the defendants and deposited into JMI bank account *****384 at the Wood and Huston Bank, Springfield, Missouri.

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
EIGHTEEN	2/21/2006	Check in the amount of \$15,000 sent by H.M. to the defendants and deposited into JMI bank account *****384 at the Wood and Huston Bank, Springfield, Missouri.

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
NINETEEN	2/14/2006	Check in the amount of \$15,000 sent by D.O. to the defendants and deposited into JMI bank account *****384 at the Wood and Huston Bank, Springfield, Missouri.

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
TWENTY	1/10/2006	Check in the amount of \$22,000 sent by P.C. to the defendants and deposited into JMI bank account *****384 at the Wood and Huston Bank,

Springfield, Missouri.

<u>COUNT</u>	<u>DATE</u>	<u>MONETARY TRANSACTION</u>
TWENTY-ONE	6/23/2006	Check in the amount of \$35,000 sent by C.G. to the defendants and deposited into JMI bank account *****384 at the Wood and Huston Bank, Springfield, Missouri.

67. All in violation of Title 18, United States Code, Sections 1957 and 2.

A TRUE BILL

/s/
FOREPERSON OF THE GRAND JURY

/s/ Randall D. Eggert
RANDALL D. EGGERT
Assistant United States Attorney