

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

FILED
U.S. DISTRICT COURT
DISTRICT OF NEBRASKA

2016 FEB 18 PM 3:03

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
PATRICIA M. URBANOVSKY,)
)
Defendant)
)
)

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INDICTMENT

18 U.S.C. § 1343

18 U.S.C. § 1957

18 U.S.C. § 1956(a)(1)(A)(i)

18 U.S.C. § 2

The Grand Jury Charges:

INTRODUCTION

At all times material herein:

1. In or about 2012, PATRICIA M. URBANOVSKY, defendant, owned and operated a wedding and event planning business identified by the name Creative Creations. Creative Creations' principal place of business was located in Omaha, Nebraska. In or about 2014, URBANOVSKY incorporated Creative Creations, under the name Creative Creations Omaha, L.L.C., as a Nebraska Limited Liability Company, having its principal place of business located in Omaha, Nebraska. "Creative Creations" and "Creative Creations Omaha, L.L.C." are hereinafter jointly referred to as "Creative Creations".

2. URBANOVSKY was the President and 100% shareholder of Creative Creations.

3. Creative Creations was engaged in the business of selling services related to wedding and event planning, vacation packages, and discounted airline travel vouchers ("voucher" or "vouchers"). Creative Creations' customers and prospective customers were located throughout the United States.

4. Creative Creations' employees were managed and supervised by URBANOVSKY. URBANOVSKY also managed and supervised the overall operation, payroll, and bookkeeping of Creative Creations. URBANOVSKY also managed and supervised the overall marketing and sale of products, promotions, and services offered to customers of Creative Creations.

5. URBANOVSKY personally, and through Creative Creations' employees, advertised, marketed and sold Creative Creations' products, promotions, and services by utilizing social media outlets, such as Facebook, email, text, and a website associated with Creative Creations. Creative Creations' advertisements were prepared by, or at the direction of, URBANOVSKY and were made available over the internet throughout the United States.

6. Between at least September 2013 and March 2015, URBANOVSKY maintained or utilized bank accounts for the operation of Creative Creations, which bank accounts were located at U.S. Bank and Wells Fargo Bank. Payments for services, promotions, and products sold by Creative Creations were deposited into bank accounts used by URBANOVSKY. URBANOVSKY paid Creative Creations' expenses, payroll, and other business-related costs using bank accounts at U.S. Bank and Wells Fargo Bank.

COUNTS I - XVI
(WIRE FRAUD)

7. The Grand Jury reincorporates the allegations contained in paragraphs 1 through 6 of this Indictment as if fully set forth herein.

8. From on or about May 2014, and continuing through on or about at least March 2015, in the District of Nebraska, URBANOVSKY did devise and intend to devise a scheme and artifice to defraud, and for obtaining money by means of materially false and fraudulent

pretenses, representations and promises, which scheme and artifice to defraud is more fully described as follows:

THE SCHEME AND ARTIFICE TO DEFRAUD

A) As a part of the scheme and artifice to defraud, from on or about May 2014, and continuing through on or about at least March 2015, URBANOVSKY personally, and through Creative Creations, began marketing and promoting the sale of the vacation packages and vouchers associated with Southwest Airlines and Southwest Vacations. URBANOVSKY personally, and through her employees, represented to customers that they could purchase a voucher through Creative Creations for either a round-trip domestic or international flight to any Southwest Airlines destination. URBANOVSKY personally, and through her employees, promoted and sold domestic vouchers ranging in price from approximately \$78 to \$139 per flight, and international vouchers ranging in price from approximately \$189 to \$250 per flight. The price of the vouchers included airfare, taxes, and fees. URBANOVSKY personally, and through her employees, would guarantee to voucher-purchasing customers the date and destination of travel, but not the time of the flight. As an incentive to promote and sell vouchers, URBANOVSKY paid her employees a commission for each voucher sold.

B) Customers who purchased vouchers would provide their name, email address, phone number, and credit card information to URBANOVSKY and employees of Creative Creations. URBANOVSKY and employees of Creative Creations would then input the credit card information into a Square, Inc. mobile application that was used for payment processing. After finalizing the sale, URBANOVSKY and her employees would create an invoice which was then provided to the customers as confirmation of

their purchase. These invoices served as the customers' voucher. The voucher could then be redeemed at a future date for an airline ticket, without further cost or expense to the customer regardless of the actual price of the airline ticket at the time of redemption.

C) To redeem the voucher for an actual airline ticket, customers were instructed to notify Creative Creations thirty (30) to ninety (90) days prior to their requested travel date. Initially, Creative Creations' employees would provide URBANOVSKY the three lowest flight prices from the Southwest Airlines website, and URBANOVSKY would purchase the airline ticket for the customer. The flight confirmation number would then be forwarded to the customer. URBANOVSKY and her employees would typically email the flight confirmation number to customers. At some point, at URBANOVSKY's directions, Creative Creations' employees began booking flights directly for customers.

D) URBANOVSKY, through Creative Creations, also sold vacation packages for resorts in Mexico, Disney World, and elsewhere. To entice customers, URBANOVSKY marketed and sold vacation packages at a lower rate than what was advertised on other websites.

E) Creative Creations' customers that purchased vouchers and vacation packages typically included individuals, charitable organizations, churches, businesses, and educational institutions. These customers were located throughout the United States. URBANOVSKY would regularly email and communicate through Facebook with customers regarding purchased vouchers and vacation packages.

F) As URBANOVSKY well knew, actual airline tickets and vacation packages purchased by URBANOVSKY cost significantly more than the amount a

customer paid to purchase the voucher or vacation package. Similar to a Ponzi scheme, however, URBANOVSKY continued to solicit customers promising vouchers below the market rate. In spite of the costs associated with the purchase of the actual airline tickets or vacation packages, URBANOVSKY did redeem some of the purchased vouchers to further the scheme and encourage customers to purchase additional vouchers.

G) As the scheme progressed, it was URBANOVSKY's intention that money used to purchase actual airline tickets or vacation packages for early voucher customers would come from money paid in by newer voucher customers. While this practice enabled the continuance of the scheme, it was fundamentally unprofitable, as the actual cost of individual airline tickets paid by URBANOVSKY consistently exceeded the cash collected from the corresponding sales of vouchers.

H) As a part of the scheme and artifice to defraud, URBANOVSKY initially used personal credit cards to purchase airline tickets. However, airline tickets were not purchased by URBANOVSKY at the time payments and cash were received from customers. Because vouchers were intended to be used by customers in the future, this allowed URBANOVSKY to delay the costs of purchasing the actual airline tickets or travel packages until shortly before customers intended to travel. Despite the undeniable expectation that cash would eventually be needed to purchase airline tickets, proceeds were not held in a reserve sufficient to honor all outstanding vouchers. Rather, URBANOVSKY used a considerable portion of the funds collected for personal expenses and other unrelated costs.

I) As a part of the scheme and artifice to defraud, URBANOVSKY also used money and credit she fraudulently obtained from an individual identified as C.F. to pay

for the airline tickets and vacation packages sold. In 2009 or 2010, URBANOVSKY befriended C.F., whom she met in an internet chat room. C.F. resides outside the State of Nebraska. C.F. had never met URBANOVSKY in person, but corresponded with her through text, e-mail, and phone. During the course of her relationship with C.F., URBANOVSKY used the name Patricia Wiegand, URBANOVSKY's maiden name. URBANOVSKY led C.F. to believe she was single, but in fact URBANOVSKY was married. URBANOVSKY sent pictures of another female to C.F. claiming the individual was her. C.F. hoped for a relationship with URBANOVSKY. During their relationship, URBANOVSKY represented to C.F. that she needed money for "living expenses" and personal travel expenses. At some point, URBANOVSKY was given access to C.F.'s bank account to withdraw and transfer funds. URBANOVSKY convinced C.F. to give her more than \$450,000 from 2012 to 2014. URBANOVSKY used this money, in part, to pay down the balances of personal credit cards used to purchase airline tickets and vacation packages sold by Creative Creations. Based upon URBANOVSKY's continued false and fraudulent representations, from October 2013 through March 2015, URBANOVSKY also used C.F.'s credit cards to purchase more than \$40,000 in airline tickets relating to vouchers sold to Creative Creations' customers.

J) As a part of the scheme and artifice to defraud, in as early as December 2014, URBANOVSKY also convinced her employees to allow her the use of their personal credit cards to purchase airline tickets for Creative Creations' customers. URBANOVSKY told her employees to charge customers' airline tickets to their personal credit cards, and they would be reimbursed. Several employees agreed to use their credit cards for this purpose.

K) While URBANOVSKY initially was able to reimburse employees' credit card charges relating to voucher purchases, by March 2015 URBANOVSKY failed to reimburse employees in the amount of more than \$100,000.

L) As a part of the scheme and artifice to defraud, URBANOVSKY knowingly and repeatedly made materially false statements to employees and customers of Creative Creations in an effort to encourage customers to purchase additional vouchers and employees to sell additional vouchers. URBANOVSKY made false representations regarding her ability to obtain discounted travel from Southwest Airlines and Southwest Vacations. URBANOVSKY falsely represented to employees and customers she had a professional relationship with Christopher Frederick (not the same person as C.F. mentioned above), a purported Vice President of Southwest Vacations. URBANOVSKY falsely represented that, through Christopher Frederick ("Frederick"), she was able to receive a discounted price on Southwest Airline tickets and Southwest Vacation packages. URBANOVSKY falsely represented that after airline tickets were purchased by Creative Creations, she would be reimbursed by Frederick for the difference between the cost of the actual airline ticket and the price of the voucher purchased. URBANOVSKY repeatedly maintained that because of the benefits provided by Southwest Airlines and Southwest Vacations, Creative Creations could sell vouchers and vacation packages at extremely discounted prices.

M) In fact, as URBANOVSKY well knew, Southwest Airlines and Southwest Vacations did not have an employee by the name "Christopher Frederick" or a "voucher" program. Southwest Airlines and Southwest Vacations have never had a business relationship, affiliation, or agreement of any kind with Creative Creations or

URBANSKY. URBANSKY did not receive any discount or financial reimbursement from Southwest Airlines or Southwest Vacations that would support the representations URBANSKY made to her employees and customers.

N) In fact, in 2014 Southwest Airlines sent URBANSKY a letter demanding Creative Creations cease and desist using the Southwest Airlines' name in connection with the sale of vouchers. After receiving the communication from Southwest Airlines, URBANSKY instructed her employees to use "SW" instead of "Southwest" in any advertising or writing.

O) In fact, in as early as October 2014, URBANSKY posed as Frederick in order to further the scheme. On or about October 30, 2014, URBANSKY created an email address, identified as christopherfrederickXXX@xxxxx.com. Using this email address, URBANSKY, posing as Frederick, sent materially false and fraudulent email communications appearing to come from Frederick on behalf of Southwest Airlines or Southwest Vacations. URBANSKY's emails purportedly from Frederick lulled and encouraged Creative Creations' employees to sell more vouchers.

P) Despite numerous concerns regarding the legitimacy of the travel voucher program that were raised by the customers and employees of Creative Creations, URBANSKY continued to direct her employees to sell vouchers. URBANSKY continued to make materially false statements and representations to Creative Creations' customers and employees regarding her ability to obtain discounted flights or monetary reimbursements from Southwest Airlines and Southwest Vacations. URBANSKY made these materially false statements and representations verbally, through emails, texts, and Facebook postings.

Q) From on or about May 2014, and continuing through on or about at least March 2015, Creative Creations sold over 36,000 vouchers, with each voucher representing an individual round-trip airline ticket. From on or about May 2014, and continuing through on or about at least March 2015, Creative Creations purchased approximately 7,000 Southwest Airline round-trip airline ticket.

R) In March 2015, URBANOVSKY took a trip to Mexico with customers that purchased the Mexico vacation package. The cost of the Mexico vacation package totaled at least \$169,000. A total of approximately \$80,000 was charged to customers that purchased the Mexico vacation package. The remaining funds used by URBANOVSKY to pay for the Mexico vacation package were taken from deposits relating to the sale of vouchers un-related to the Mexico vacation package.

S) In March 2015, as a last-ditch effort to obtain more money, URBANOVSKY encouraged her employees to sell more vouchers to the public. Towards the end of March 2015, URBANOVSKY's scheme collapsed when URBANOVSKY exhausted the credit and money available to her and her employees. By the end of March 2015, URBANOVSKY and Creative Creations could not generate sufficient funds from new voucher sales necessary to honor travel vouchers and purchase airline tickets.

T) Customers who attempted to redeem their vouchers in late March 2015 and thereafter did not receive their requested airline ticket or refunds from Creative Creations.

U) As a part of the scheme and artifice to defraud, URBANOVSKY used Square, Inc., a California-based credit card processor, to process credit card payments

received from customers. The majority of Square, Inc.'s transactions relating to Creative Creations was from the sale of vouchers and vacation packages, with only a fraction of the transactions relating to event and wedding planning. Between September 2013 and March 2015, Square, Inc. directly deposited approximately \$6,719,724 into financial accounts owned or utilized by URBANOVSKY at U.S. Bank and Wells Fargo Bank.

V) After March 2015, a customer whose voucher was not honored submitted a credit card dispute to their respective credit card company. The credit card company would in turn advise Square, Inc. of the customer dispute. Square, Inc. would then submit to URBANOVSKY an email notifying her of the dispute. The email from Square, Inc. would request confirmation from URBANOVSKY that the disputed transaction was a legitimate transaction. Square, Inc. sent approximately 7,280 emails requesting URBANOVSKY to confirm the legitimacy of the transactions disputed by customers. URBANOVSKY responded to less than 15 of the Square, Inc. emails, and none of the emails sent by Square, Inc. on or after March 2015. Square, Inc. ultimately sustained a loss as a result of URBANOVSKY's scheme and artifice to defraud.

W) During the course of URBANOVSKY's scheme and artifice to defraud, URBANOVSKY fraudulently obtained funds from the sale of vouchers and vacation packages. URBANOVSKY used these funds to rent a residence and to purchase vehicles, a boat, tuition, concert and sporting event tickets, furniture, lawn services, tools, and designer accessories. URBANOVSKY also used the fraudulently obtained funds to finance extravagant parties as well as take expensive trips to locations such as Las Vegas, Nevada; New Orleans, Louisiana; Aspen, Colorado; and Mexico.

USE OF INTERSTATE COMMUNICATION FACILITIES

9. Interstate wire communication facilities were used in furtherance of the scheme. From on or about May 2014, and continuing through on or about at least March 2015, URBANOVSKY routinely communicated with customers, prospective customers, and employees of Creative Creations by emails and social media postings which updated those customers, prospective customers, and employees on the status of the purported vouchers, airline tickets, and vacation packages.

10. Emails sent by URBANOVSKY, both in her personal capacity and when she was posing as Frederick, were electronically routed in interstate commerce through email servers located outside the State of Nebraska. Emails sent by URBANOVSKY, both in her personal capacity and when she was posing as Frederick, were electronically delivered to customers, prospective customers and employees located both within and outside the State of Nebraska.

11. URBANOVSKY also used Facebook to communicate with customers, prospective customers, and employees located both within and outside the State of Nebraska. URBANOVSKY communicated using both Facebook's private message feature and by posting information to her Facebook "wall." To communicate using Facebook, URBANOVSKY would have uploaded data from her computer or mobile devices directly to the Facebook website. URBANOVSKY's private messages or postings to her Facebook "wall" would have then been electronically routed through Facebook's servers, which are located outside the State of Nebraska.

12. During the course of the scheme and artifice to defraud, more than \$7,000,000 of credit card transactions were processed by Square, Inc. A large number of these transactions related to voucher sales by Creative Creations. Money received by Square, Inc. from sale of the

vouchers was electronically wired from Square, Inc.'s bank accounts, located outside the State of Nebraska, into bank accounts owned and utilized by URBANOVSKY located within the State of Nebraska.

LOSS CAUSED BY THE FRAUD

13. As a result of the scheme and artifice to defraud, from on or about May 2014, and continuing through on or about at least March 2015, URBANOVSKY's materially false and fraudulent pretenses, representations, and promises, which were made and caused to be made by URBANOVSKY, fraudulently induced customers and employees of Creative Creations, as well as Square, Inc., to issue monetary payments to URBANOVSKY, and for the benefit of URBANOVSKY, resulting in a total loss exceeding \$4,768,828.

THE COUNTS

14. For the purpose of executing the above-described scheme and artifice to defraud, URBANOVSKY did knowingly cause and attempt to cause to be transmitted by means of wire communications in interstate commerce, certain writings, signs and signals for the purpose of executing the scheme and artifice to defraud, in that, she did cause and attempt to cause the transmission of emails, social media postings and communications, which contained express false and fraudulent pretenses, material misrepresentations and promises, and that she did cause and attempt to cause the transmission of electronically wired monetary payments as described below, each of said wire communications constituting a separate count:

Count	Date (on or about)	Wire Communication
I	7/14/14	Email from URBANOVSKY to several employees of Creative Creations which discusses how to respond if someone calls questioning whether the vouchers are a scam. URBANOVSKY explains that although Southwest is telling callers that the Creative Creations' voucher program is a scam, "that is because this is (sic) deal is not open to a normal Customer Service Agent,

		and they wont be aware....” URBANOVSKY wants “to keep Chris under the radar so we don’t lose this amazing hook up...”
II	7/15/2014	Facebook messages to Creative Creations’ customer, K.N., who claims Southwest advised the Creative Creations’ vouchers were a scam. Urbanovsky tells K.N., “It’s a special I receive from a good friend who’s a VP at Southwest. It’s not a scam.” Urbanovsky continues, “Chris is able to allow me to sell the special via southwest vacations, and is not open to the public only exclusive to those who have heard thru myself or friend.”
III	7/21/14	Email from URBANOVSKY to Creative Creations’ employee, S.F., which discusses responding to customer voucher concerns and informing customers that Creative Creations “has a close relationship with someone at Southwest” which allows “a very limited time offer to close friends and family”
IV	7/24/2014	Facebook message to Creative Creations’ customer, E.S., explaining that what Creative Creations is selling “are all vouchers, Steven my employee worded them as vouchers to protect Chris who is my contact and VP of public relations at sw vacations.”
V	9/30/14	Email from URBANOVSKY to Creative Creations’ customer, E.A., and Creative Creations’ employee, K.M., in which URBANOVSKY explains the discrepancy between the price of a voucher and the cost of the associated airline ticket. According to URBANOVSKY, “we will get a charge back on the difference. This reflects what the cost of the flight would have been, not what you in fact paid. This is an agreement we have with our contact for this specific case.”
VI	10/23/2014	Facebook message to Creative Creations’ customer, T.A., which explains how she can get good deals on flights through her “hook up at Southwest Vacations” where “my company can sell the VIP rates to family and friends.”
VII	11/03/2014	Email from URBANOVSKY, which is made to appear it is being sent from Frederick, to R.S., an employee of Creative Creations, explaining that he (Frederick) can provide a template for an email Creative Creations can use for future clients, however it is “non southwest, since as a travel partner I can’t let you use official southwest documentation as the offer stands only technically to VIPS.”
VIII	11/04/2014	Email from URBANOVSKY to Creative Creations’ employee, A.F., explaining that URBANOVSKY cannot make an advance on A.F.’s commission because “Chris controls the payout of commission not me...I have not even sent them back to Southwest to get your checks.”
IX	12/01/2014	Email from URBANOVSKY, which is made to appear it is being sent from Frederick, to R.S., an employee of Creative Creations, explaining that the “board has declined the approval for

		another station at your office, it appears that you're not quite at the volume of sales that we need to get you rolling." Frederick continues, "Thanks for all you guys do to support Southwest Travel. You all ROCK!"
X	12/18/2014	Email from URBANOVSKY, posturing as Frederick, to R.S., an employee of Creative Creations, encouraging R.S. to advertise the new sale, as "the last sales of the year are crucial to Southwest for making our end of the year quota's."
XI	1/2/2015	Email from URBANOVSKY, which is made to appear it is being be sent from Frederick, to R.S., an employee of Creative Creations, commenting that "Trish mentioned you had worked out a deal with your credit cards, I can't stop your charges from going like I am able to do with Trisha, hers is in the system since she's listed as the actual travel partner."
XII	1/29/2015	Email from URBANOVSKY, which is made to appear it is being be sent from Frederick, to R.S., an employee of Creative Creations, reassuring R.S. that customers' bookings will be completed in time. Frederick explains, "At the end of each month, if Trish gets to (sic) far behind she sends me the bookings that are left and I do them here. Either way, everyone who paid for a flight will have a flight."
XIII	3/16/2015	Facebook message to Creative Creations customer, J.M., who is concerned about the legitimacy of the discounted travel. Urbanovsky explains, "I am not [a travel agent] any longer. I own my event business but were added as travel assistant for southwest vacations, it's a special I can extend that's not open to the general public, I previously worked as a travel agent , also worked a Disney world and omni hotels"
XIV	3/17/2015	Electronic Wire Transfer from Square, Inc. to Wells Fargo Bank, Account # 7813, in the amount of \$37,274
XV	3/18/2015	Electronic Wire Transfer from Square, Inc. to Wells Fargo Bank, Account # 7813, in the amount of \$67,796
XVI	3/19/2015	Electronic Wire Transfer from Square, Inc. to Wells Fargo Bank, Account # 7813, in the amount of \$40,460

All in violation of Title 18, United States Code, Section 1343, and Title 18, United States Code, Section 2.

COUNTS XVII – XXI
(MONEY LAUNDERING)

15. The Grand Jury reincorporates the allegations contained in paragraphs 1 through 13 of this Indictment as if fully set forth herein.

16. From on or about May 2014, and continuing through on or about at least March 2015, in the District of Nebraska, the defendant, PATRICIA M. URBANOVSKY, within the District of Nebraska, on or about the dates listed below, did knowingly engage and attempt to engage in monetary transactions affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, that is several withdrawals of funds from account number ending in 8285 at U.S. Bank in Omaha, Nebraska, account number ending in 0806 at Wells Fargo Bank in Omaha, Nebraska, and account number ending in 7813 at Wells Fargo Bank in Omaha, Nebraska, by executing and delivering checks drawn on said accounts in amounts in excess of \$10,000 listed below, such property having been derived from a specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343.

<u>COUNT</u>	<u>DATE (on or about)</u>	<u>AMOUNT</u>	<u>FINANCIAL TRANSACTION</u>
17	7/16/2014	\$32,999.00	Check payable to Edwards Chevrolet from U.S. Bank, account number 8285
18	7/19/2014	\$22,000.00	Check payable to Bald Mikes from U.S. Bank, account number 8285
19	9/30/2014	\$58,003.00	Check payable to Woodhouse Lincoln from Wells Fargo Bank, account number 0806
20	1/22/2015	\$19,527.69	Check payable to P.P. from Wells Fargo Bank, account number 7813
21	3/17/2015	\$38,891.24	Check payable to P.P. from Wells Fargo Bank, account number 7813

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

COUNTS XXII – XXV
(MONEY LAUNDERING)

17. The Grand Jury reincorporates the allegations contained in paragraphs 1 through 13 of this Indictment as if fully set forth herein.

18. From on or about May 2014, and continuing through at least March 2015, in the District of Nebraska, the defendant, PATRICIA M. URBANOVSKY, did knowingly conduct and attempt to conduct financial transactions affecting interstate and foreign commerce, to wit: withdrawals of funds from account number ending in 8285 at U.S. Bank in Omaha, Nebraska, and account number ending in 7813 at Wells Fargo Bank in Omaha, Nebraska, by executing and delivering checks drawn on said accounts listed below, such property having been derived from a specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343, with the intent to promote the carrying on of specific unlawful activity, that is, wire fraud, and while conducting and attempting to conduct such financial transactions knew that the property involved in the financial transactions, that is, funds in the amounts set forth below, represented the proceeds of some form of unlawful activity.

<u>COUNT</u>	<u>DATE (on or about)</u>	<u>AMOUNT</u>	<u>FINANCIAL TRANSACTION</u>
22	9/03/2014	\$6,562.60	Check payable to R.S. from U.S. Bank, account number 8285
23	10/07/2014	\$2,096.95	Check payable to S.F. from Wells Fargo Bank, account number 7813
24	11/10/2014	\$9,135.98	Check payable to K.G. from Wells Fargo Bank, account number 7813
25	11/13/2014	\$4,577.41	Check payable to P.P. from Wells Fargo Bank, account number 7813

All in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i), and Title 18
United States Code, Section 2.

A TRUE BILL:

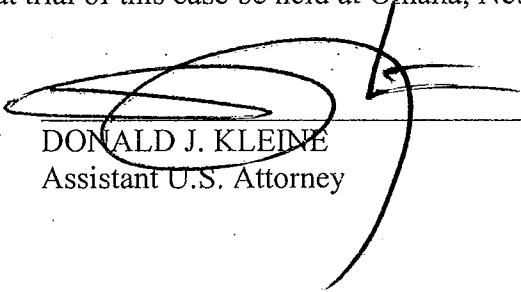


FOR PERSON



DEBORAH R. GILG
United States Attorney
District of Nebraska

The United States of America requests that trial of this case be held at Omaha, Nebraska,
pursuant to the rules of this Court.



DONALD J. KLEINE
Assistant U.S. Attorney