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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

8 UNITED STATES OF AMERICA,
9 Plaintiff,

10 vs.

11 DORIS E. NELSON d/b/a
12 THE LITTLE LOAN SHOPPE;
13 0738106 B.C. LTD.;
14 0738116 B.C. LTD.;
15 0738126 B.C. LTD.;
16 360 NORTHWEST TELECOM, LLC;
17 D&D ASSOCIATES LLC;
18 LLS AMERICA, LLC (a Nevada limited
19 liability company);
20 LLS AMERICA, LLC (a Utah limited
21 liability company);
22 LLS CANADA, LLC (a Nevada limited
23 liability company);
24 LLS CANADA, LLC (a Utah limited
25 liability company); and
26 TEAM SPIRIT AMERICA, LLC,
27
28 Defendants.

CR-11-159-RHW

INDICTMENT

Vio: 18 U.S.C. § 1343, Wire
Fraud
(Counts 1-71)

18 U.S.C. § 1341, Mail
Fraud
(Counts 72-93)

18 U.S.C. §§
1956(a)(2)(A) and 2,
International Money
Laundering
(Counts 94-110)

Notice of Forfeiture
Allegations

The Grand Jury Charges:

That at all times material to the Indictment, except as otherwise noted:

The Defendant Doris E. Nelson

1. Defendant, DORIS E. NELSON, owned and operated a payday/short-term loan business in Spokane County, in the Eastern District of Washington. Defendant NELSON used numerous different business entities (including the above named entity defendants referred to collectively, where appropriate, as “the Corporate Defendants”) in relation to her payday/short-term lending business.

1 Defendant NELSON commonly conducted her payday/short-term lending business
2 under the name The Little Loan Shoppe.

3 2. Defendant NELSON began her payday/short-term loan business in
4 British Columbia in or about 1997 and moved to Spokane County in or about
5 2001. In or about 2003, Defendant NELSON was conducting her payday/short-
6 term lending business on the internet, closing all physical stores once accessed by
7 her payday/short-term lending customers.

8 3. As described more fully herein, Defendant NELSON and the
9 Corporate Defendants utilized the payday/short-term loan business operations in a
10 Ponzi Scheme that took in at least \$126,000,000 (one hundred twenty-six million
11 dollars) from at least 800 (eight hundred) investors worldwide. As a result of that
12 scheme, Defendant NELSON and the Corporate Defendants caused the losses to
13 investors of over \$40,000,000 (forty million dollars).

14 4. A Ponzi Scheme is a fraudulent investment operation that pays
15 returns to investors from their own money or money paid by other investors, rather
16 than from any actual profit earned. A Ponzi Scheme works when the investors are
17 falsely led to believe that the returns on their investments, commonly referred to as
18 lulling payments, are from actual profits earned from a business operation rather
19 than from their own money or money paid by other investors. The perpetuation of
20 investment returns from a Ponzi Scheme requires an ever-increasing flow of
21 money from investors.

22 **The Corporate Defendants**

23 5. The Corporate Defendants, more fully described below, are all
24 business entities utilized by Defendant NELSON in perpetrating the below
25 described scheme.

26 6. 0738106 B.C. LTD., was formed in British Columbia, Canada on or
27 about October 19, 2005. At all times material to the Indictment, Defendant
28 NELSON was the director of 0738106 B.C. LTD.

1 7. 0738116 B.C. LTD., was formed in British Columbia, Canada on or
2 about October 19, 2005. At all times material to the Indictment, Defendant
3 NELSON was the director of 0738116 B.C. LTD.

4 8. 0738126 B.C. LTD, was formed in British Columbia, Canada on or
5 about October 19, 2005. At all times material to the Indictment, Defendant
6 NELSON was the director of 0738126 B.C. LTD.

7 9. 360 NORTHWEST TELECOM, LLC, was formed on or about
8 January 29, 2008, in the state of Washington. At all times material to the
9 Indictment, Defendant NELSON's husband, Dennis L. Nelson Jr., was the
10 manager of 360 NORTHWEST TELECOM, LLC. At all times material to the
11 Indictment, Defendant NELSON exercised control over 360 NORTHWEST
12 TELECOM, LLC.

13 10. D&D ASSOCIATES LLC, was formed on or about August 1, 2006,
14 in the state of Nevada. At all times material to the Indictment, Defendant
15 NELSON's husband, Dennis L. Nelson Jr., was the manager of D&D
16 ASSOCIATES, LLC. At all times material to the Indictment, Defendant NELSON
17 exercised control over D&D ASSOCIATES LLC.

18 11. LLS AMERICA, LLC (a Nevada limited liability company), was
19 formed on or about November 3, 2005, in the state of Nevada. At all times
20 material to the Indictment, Defendant NELSON was the manager of LLS
21 AMERICA, LLC (a Nevada limited liability company).

22 12. LLS AMERICA, LLC (a Utah limited liability company), was formed
23 on or about November 25, 2008, in the state of Utah. At all times material to the
24 Indictment, Defendant NELSON exercised control over LLS AMERICA, LLC (a
25 Utah limited liability company).

26 13. LLS CANADA, LLC (a Nevada limited liability company), was
27 formed on or about October 23, 2006, in the state of Nevada. At all times material
28 to the Indictment, Defendant NELSON was the manager of LLS CANADA, LLC

1 (a Nevada limited liability company).

2 14. LLS CANADA, LLC (a Utah limited liability company), was formed
3 on or about November 3, 2006, in the state of Utah. At all times material to the
4 Indictment, Defendant NELSON exercised control over LLS CANADA LLC (a
5 Utah limited liability company).

6 15. TEAM SPIRIT AMERICA, LLC, (herein "TSA") was formed on or
7 about May 19, 2006, in the state of Washington. TSA is a business entity that
8 operated Defendant NELSON's payday/short-term lending business, under the
9 name of the Little Loan Shoppe. At all times material to the Indictment,
10 Defendant NELSON exercised control over TSA.

11 **Additional Entities**

12 16. In addition to the Corporate Defendants, Defendant NELSON utilized
13 the following business entities among others, which are no longer active, to
14 perpetrate the below described scheme:

15 17. Global Edge Marketing, LLC, (herein "GEM"), was formed on or
16 about March 28, 2008, in the state of Washington. At all times material to the
17 Indictment, Defendant NELSON's husband, Dennis L. Nelson Jr., was the
18 manager of GEM. Defendant NELSON formed GEM, or caused GEM to be
19 formed, to develop payday/short term loan customer leads for which her
20 payday/short-term lending businesses would pay using investor funds without the
21 knowledge of investors. At all times material to the Indictment, Defendant
22 NELSON exercised control over GEM. Specifically, on or about May 21, 2008
23 two business accounts (account numbers ending in 4155 and 4163) were opened at
24 Wells Fargo Bank in the name of GEM. Both accounts were designated as "client
25 relationship accounts" of LLS AMERICA, LLC (a Nevada limited liability
26 company). Defendant NELSON was an authorized signatory on both Wells Fargo
27 GEM checking accounts. At all times material to the Indictment, Defendant
28 NELSON utilized both GEM Wells Fargo checking accounts in her payday/short-

1 term loan business.

2 18. D&C Lead Marketing LLC, was formed on or about May 3, 2007, in
3 the state of Nevada. At all times material to the Indictment, Defendant NELSON's
4 husband, Dennis L. Nelson Jr., was the manager of D&C. At all times material to
5 the Indictment, Defendant NELSON exercised control over D&C. Specifically,
6 D&C opened a checking account with Wells Fargo Bank, account number ending
7 9478, on which Defendant NELSON was a signatory and was designated as
8 "client relationship accounts" of LLS AMERICA, LLC (a Nevada limited liability
9 company).

10 19. Atlantic LLS LLC (Nevada), was formed on or about May 7, 2008, in
11 the state of Nevada. At all times material to the Indictment, Defendant NELSON
12 was the manager of Atlantic LLS LLC (Nevada). Atlantic LLS LLC (Nevada) was
13 listed, along with certain Corporate Defendants as detailed below, on multiple
14 "promissory notes" to investors, including some of the named victim investors.

15 20. Little Loan Shoppe America LLC (Washington), was formed on or
16 about May 18, 2001, in the state of Washington. At all times material to the
17 Indictment, Defendant NELSON was the manager of Little Loan Shoppe America
18 LLC (Washington). Little Loan Shoppe America LLC (Washington) was listed,
19 along with certain Corporate Defendants as detailed below, on multiple
20 "promissory notes" to investors, including some of the named victim investors.

21 21. Little Loan Shoppe Canada LLC (Nevada), was formed on or about
22 January 13, 2005, in the state of Nevada. At all times material to the Indictment,
23 Defendant NELSON was the manager of Little Loan Shoppe Canada. Little Loan
24 Shoppe Canada was listed, along with certain Corporate Defendants as detailed
25 below, on multiple "promissory notes" to investors, including some of the named
26 victim investors.

27 22. LLS-NW LLC (Nevada), was formed on or about August 15, 2008, in
28 the state of Nevada. At all times material to the Indictment, Defendant NELSON

1 was the manager of LLS-NW LLC (Nevada). LLS-NW LLC (Nevada) was listed,
2 along with certain Corporate Defendants as detailed below, on multiple
3 "promissory notes" to investors, including some of the named victim investors.

4 **The Victim Investors**

5 23. As described more fully below, Defendant NELSON and the
6 Corporate Defendants, with intent to defraud, made materially false and fraudulent
7 representations and promises to at least 800 (eight hundred) investors worldwide
8 causing them to invest at least \$126,000,000 (one hundred twenty-six million
9 dollars) with Defendant NELSON and the Corporate Defendants. The victim
10 investors, identified herein by their initials and place of residence, include the
11 following individuals:

- 12 M.B., Colorado Springs, Colorado;
- 13 S.C., Port Coquitlam, British Columbia, Canada;
- 14 B.D., Sequim, Washington;
- 15 P. D., Petersburg, Ontario, Canada;
- 16 A.G., Dedham, Massachusetts;
- 17 M.G., Surrey, British Columbia, Canada;
- 18 J.K., Revelstoke, British Columbia, Canada;
- 19 P. M., Suquamish, Washington;
- 20 D.N., Grass Valley, California
- 21 M.N., Vernon, British Columbia, Canada;
- 22 B. N., Lynwood, Washington;
- 23 J.N., Sequim, Washington;
- 24 N.P., Salmon Arm, British Columbia, Canada;
- 25 M.P., Madrid, Spain;
- 26 L.R., Eaton, New Hampshire;
- 27 W.R., Winnipeg, Manitoba, Canada;
- 28 R.S., Thomaston, Maine;

1 A.S., Flushing, Michigan; and

2 S.B., Dedham, Massachusetts.

3 **The Scheme and Artifice to Defraud: Ponzi Scheme**

4 24. Beginning on a date unknown to the Grand Jury, but by in or about
5 May 2000, until in or about March 2009, Defendant NELSON and the Corporate
6 Defendants, devised and intended to devise a scheme and artifice to defraud and
7 for obtaining money by means of materially false and fraudulent pretenses,
8 representations, and promises. In execution of the scheme to defraud, Defendant
9 NELSON and the Corporate Defendants used the United States mails, commercial
10 interstate carriers, and wire transmissions in interstate and foreign commerce.

11 25. Beginning around May 2000 and continuing through March 2009,
12 Defendant NELSON solicited investors by promising high yields on investor
13 funds which Defendant NELSON and the Corporate Defendants claimed would be
14 paid from the profits of the payday/short-term lending business operations.
15 Defendant NELSON and the Corporate Defendants did not disclose to investors
16 that the payday/short-term lending business operations were not profitable to the
17 extent of the promised returns, nor did they disclose that investors would receive
18 payments on their investments from the money deposited by other investors.

19 **Manner and Means of the Scheme and Artifice to Defraud**

20 26. Beginning around May 2000 and continuing through March 2009,
21 Defendant NELSON and the Corporate Defendants, with intent to defraud, falsely
22 and fraudulently promised investors that the profits from the payday/short-term
23 lending business activities were such that Defendant NELSON and the Corporate
24 Defendants could consistently and routinely pay their investors 40 percent to 60
25 percent interest per annum on their investments, when in truth and in fact
26 Defendant NELSON and the Corporate Defendants knew full well that the
27 payday/short-term lending business activities were not generating profits sufficient
28

1 to pay the interest as promised.

2 27. It was part of the scheme and artifice to defraud that Defendant
3 NELSON and the Corporate Defendants transmitted, and caused to be transmitted,
4 writings, signs, signals, and pictures by means of wire and radio in interstate and
5 foreign commerce for the purpose of executing the scheme and artifice to defraud,
6 in that Defendant NELSON and the Corporate Defendants used e-mail, telephone
7 calls, facsimile transmissions, and wire transfers of funds, and caused investors to
8 use email, telephone calls, facsimile transmissions, and wire transfers, to move
9 investor funds into the Ponzi Scheme, to provide lulling payments to investors,
10 and to communicate and perpetuate among the investors and potential additional
11 investors Defendant NELSON's scheme and artifice to defraud.

12 28. It was further part of the scheme and artifice to defraud that
13 Defendant NELSON and the Corporate Defendants caused investors to place in a
14 post office or an authorized depository for mail matter, an item to be sent and
15 delivered according to the direction on the item by the U.S. Postal Service and by
16 commercial interstate carrier; and received an item that had been sent and
17 delivered through the U.S. Postal Service and a commercial interstate carrier; for
18 the purpose of executing the scheme and artifice to defraud in that Defendant
19 NELSON and the Corporate Defendants used the U.S. Postal Service and
20 commercial interstate carriers, and caused investors to use the U.S. Postal Service
21 and commercial interstate carriers to send investment funds to Defendant
22 NELSON and the Corporate Defendants.

23 29. It was further part of the scheme and artifice to defraud that
24 Defendant NELSON and the Corporate Defendants issued what Defendant
25 NELSON called "promissory notes" to individuals who loaned or invested money
26 with Defendant NELSON and the Corporate Defendants for use in the
27 payday/short-term lending business. These "promissory notes" detailed the
28

1 amounts, parties, and terms of the investments Defendant NELSON and the
2 Corporate Defendants received. Through these "promissory notes," Defendant
3 NELSON and the Corporate Defendants obtained at least \$126,000,000 (one
4 hundred twenty-six million dollars) from at least 800 (eight hundred) investors
5 worldwide, purportedly to fund additional payday/short-term loans and to expand
6 her business operations.

7 30. In these "promissory notes," Defendant NELSON and the Corporate
8 Defendants typically promised investors annual returns of 40 percent to 60 percent
9 of their investment value. These returns were often to be paid to investors via
10 post-dated interest checks, mailed to investors at the time of their investment,
11 which were to be negotiated on the check date. Investors usually sent their
12 investment funds to Defendant NELSON and the Corporate Defendants by mail or
13 wire transfer.

14 31. It was further a part of the scheme and artifice to defraud that
15 Defendant NELSON and the Corporate Defendants frequently deposited, or
16 caused to be deposited, the investor funds into one bank account located in the
17 United States and one or more bank accounts located in Canada. These accounts
18 into which investor funds were deposited were frequently kept separate from the
19 bank accounts Defendant NELSON and the Corporate Defendants used to conduct
20 the payday/short-term lending business operations. As such, the money generated
21 from the payday/short-term lending business was rarely deposited into the investor
22 accounts and the money generated from the payday/short-term lending business
23 was not used to pay investor returns.

24 32. It was further a part of the scheme and artifice to defraud that
25 Defendant NELSON communicated with the investors in person, by telephone, by
26 email, through the U.S. Postal Service, and through interstate commercial carrier
27 and solicited investors who resided all over the United States, and in international
28 locations including Canada, Mexico, and Spain. Many of the investors learned

1 about the investment opportunity from friends or family members that had
2 previously invested and had themselves received exorbitant lulling payments.
3 Defendant NELSON claimed to the investors that the payday/short-term lending
4 business generated huge profits and that these profits would be used to pay
5 investors the exorbitant returns. In reality, Defendant NELSON and the Corporate
6 Defendants used the vast majority of investor funds to make lulling payments to
7 earlier investors and to enrich Defendant NELSON.

8 33. It was further a part of the scheme and artifice to defraud that
9 Defendant NELSON made several materially false statements and representations
10 to investors, which Defendant NELSON well knew were false, including, but not
11 limited to, the following: (a) her payday/short-term lending business continued to
12 grow and was financially sound; (b) investments in her company were more secure
13 than a bank; (c) the investment was safe and risk-free; (d) investors could retrieve
14 their investments within a short time period if needed; (e) the invested funds were
15 completely collateralized by payday/short-term loans to customers; and (f) her
16 payday lending business was recession-proof. During the time that Defendant
17 NELSON was making these materially false and fraudulent statements and
18 representations to investors, the payday/short-term lending business operations
19 upon which her statements and representations to investors were based were in
20 fact not generating the profits she claimed.

21 34. It was further a part of the scheme and artifice to defraud that
22 Defendant NELSON would conceal the scheme and artifice to defraud from
23 governmental regulators and investigators. For instance, in July of 2001,
24 Defendant NELSON provided knowingly false information to investigators with
25 the Manitoba Securities Commission when she told them that she had fewer
26 investors in Manitoba Canada than she in fact did. In addition, in August of 2008,
27 Defendant NELSON told various investors to provide materially false information
28 and to withhold material information from investigators with the British Columbia

1 Securities Commission (BCSC).

2 35. It was further a part of the scheme and artifice to defraud that
3 Defendant NELSON and the Corporate Defendants would, in addition to the
4 lulling payments, pay commissions to investors who successfully solicited funds
5 from additional investors. For example, between 2005 and 2008, Defendant
6 NELSON and the Corporate Defendants paid at least \$2,049,002 (two million,
7 forty nine thousand and two dollars) to four investors who successfully solicited
8 funds from additional investors.

9 36. It was further a part of the scheme and artifice to defraud that
10 Defendant NELSON would use investor funds directly to enrich herself and
11 promote an unwarranted and unearned extravagant lifestyle. For instance between
12 2003 and 2009, Defendant NELSON and the Corporate Defendants transferred at
13 least CAD 416,646 (four hundred and sixteen thousand, six hundred and forty six
14 Canadian dollars) and \$3,889,637 (three million eight hundred and eighty nine
15 thousand six hundred and thirty seven dollars) to Defendant NELSON personally.

16 37. In addition, Defendant NELSON and her family members charged at
17 least \$374,000 (three hundred seventy four thousand dollars) in personal charges
18 to company credit cards of the Corporate Defendant, TSA, between 2007 and
19 2009.

20 38. Further, Defendant NELSON used investor funds to promote her
21 extravagant lifestyle by purchasing luxury items for herself and her family
22 members including, but not limited to:

23 - a 2007 Southwind 35 foot Class A Motor home for \$126,940.78 with a
24 down payment of \$50,000 made on or about January 20, 2007;

25 - a 2008 Chevrolet Corvette for \$61,225.88 purchased on or about March
26 15, 2008; and

27 - a 2008 Mercedes Benz S550 for \$111,977.88, purchased on or about
28 November 9, 2008.

1 39. Defendant NELSON also used investor funds to make extravagant
2 purchases of personal items, primarily apparel. For instance, between October of
3 2004 and June of 2009, Defendant NELSON spent over \$220,000 of investor
4 funds on clothing at St. Johns Knits stores located in Las Vegas, Nevada; New
5 York, New York; Honolulu, Hawaii; and Beverly Hills, California. By way of
6 further example, between March 2004 and June 2009, Defendant NELSON spent
7 over \$217,000 in investor funds making primarily clothing purchases from
8 Nordstrom.

9 40. In addition to the personal purchases, Defendant NELSON also used
10 investor funds to gamble at various casinos. For instance, between 2005 and
11 2008, Defendant NELSON lost over \$400,000 of investor funds gambling at
12 MGM Grand Casinos in Las Vegas, Nevada, including the Mirage, New York
13 New York, Monte Carlo, Luxor, and Bellagio casinos.

14 41. Defendant NELSON also used investor funds to take extravagant
15 vacations. For instance in November of 2006, Defendant NELSON, along with
16 her husband, spent \$28,984.64 on a Royal Caribbean cruise which included
17 \$23,500.00 in gambling charges. On that vacation Defendant NELSON also
18 purchased \$58,457.50 of art from Park West at Sea.

19 42. It was further a part of the scheme and artifice to defraud that in or
20 about October 2008, as investor funds solicited during the scheme became
21 depleted, Defendant NELSON and the Corporate Defendants stopped making the
22 payments they had promised to their investors under the terms of their "promissory
23 notes." Initially Defendant NELSON offered some investors a reduced interest
24 rate payment of 10 percent. Over time, Defendant NELSON and the Corporate
25 Defendants failed to make even the 10 percent payments, and all payments ceased
26 in or around March of 2009. By July of 2009, two of Defendant NELSON's
27 entities engaged in the payday/short-term lending business activities, Corporate
28 Defendant LLS AMERICA, LLC (a Nevada limited liability company) and LLS-A

1 LLC, were in bankruptcy.

2 43. It was further a part of the scheme and artifice to defraud that some
3 investors, including named investors B.D., A.G., and P.M. took out loans for
4 money to invest, using their homes and personal assets as collateral and
5 consequently lost not only their investments, but the collateral for their loans to
6 make the investments including their homes, life savings, and retirement savings.

7 **Specific Acts**

8 44. In furtherance of Defendant NELSON's scheme and artifice to
9 defraud and to effect its objects, Defendant NELSON and the Corporate
10 Defendants committed certain specific acts in the Eastern District of Washington
11 and elsewhere, to wit: the acts described in Counts 1 through 110 of the
12 Indictment, the acts referenced above in the Manner and Means, and the following
13 additional acts.

14 45. On or between January 26, 2007 and November 2, 2008: Defendant
15 Nelson and named Corporate Defendants and other entities issued promissory
16 notes to named investors as follows:

Corporate Defendant/Other Entity	Promissory Note Issued to:
0738106 BC Ltd	W.R.
0738116 BC Ltd	M.G., M.N.
0738126 BC Ltd	M.B., S.B., A.G., P.M., N.P., M.P., L.R., W.R.
Atlantic LLS LLC (Nevada)	B.D.
Little Loan Shoppe America LLC (Washington)	J.N.
Little Loan Shoppe Canada LLC (Nevada)	M.B., S.B., A.G., P.M., M.P., L.R.,
LLS America, LLC (Nevada)	P.D., A.G., D.N., J.N., M.P., L.R., A.S.

1 2	LLS-A LLC (Washington)	M.B., S.B., S.C., A.G., P.M., J.N., L.R., R.S., J.N.
3	LLS_NW LLC (Washington)	J.N.

4 46. On or between December 15, 2006, and January 17, 2007: Defendant
5 NELSON emailed more than ten investors, stating that "[a]t this time there is no
6 need for additional funds. I am sorry that we were unable to accommodate several
7 who had wanted to put more in but who were unable to liquidate before the
8 deadline. We currently have plenty of cash on hand but will keep everyone posted
9 if another opportunity develops in the future." In that email, Defendant NELSON
10 also explained that "Little Loan Shoppe recently bought the building we were
11 renting in Spokane, Washington. We are currently in the middle of an extensive
12 remodeling project." Defendant NELSON made these materially false and
13 fraudulent representations and promises when, in truth and in fact, Defendant
14 NELSON well knew that the building referred to had not been purchased by her
15 payday/short-term lending businesses, her payday/short-term lending businesses
16 were paying rent to a company owned by her husband and that her payday/short-
17 term lending operations were unprofitable. Named victim investor W.R. of
18 Winnipeg, Manitoba, Canada was one of the recipients of this email.

19 47. On or about July 24, 2007: Defendant NELSON entered into a "Ten
20 Year Promissory Note" with named victim investor M.B. wherein she guaranteed
21 50 percent annual interest on M.B.'s loan and promised to use the loaned funds,
22 \$500,000 (five hundred thousand dollars) solely to operate her payday/short-term
23 lending business. Defendant NELSON made these materially false and fraudulent
24 pretenses, representations, and promises when in truth and in fact, Defendant
25 NELSON well knew that the money from M.B. would not be used to operate her
26 payday/short-term lending business but instead would be used to make lulling
27 payments to investors. Defendant NELSON also made these materially false and
28

1 fraudulent representations and promises to M.B. knowing that her payday/short-
2 term lending business was not profitable and would not be capable of making the
3 promised 50 percent annual interest payments. Based on these false and
4 fraudulent representations and promises, M.B. transferred \$500,000 (five hundred
5 thousand dollars) on July 24, 2007, by wire to a bank account controlled by
6 Defendant NELSON, as alleged in Count 3 below.

7 48. On or about December 24, 2007: Defendant NELSON telephoned
8 named victim investor A.G. and solicited additional investment funds by falsely
9 and fraudulently representing that her payday/short-term lending business was
10 doing well. Defendant NELSON made these materially false and fraudulent
11 representations and promises when in truth and in fact, Defendant NELSON well
12 knew that her payday/short-term lending business was unprofitable. Based on
13 these false and fraudulent representations, and promises A.G. mailed checks
14 totaling \$500,000 (five hundred thousand dollars) on December 24, 2007, to
15 Defendant NELSON, as alleged in Count 77 below.

16 49. On or about February 12, 2008: Defendant NELSON telephoned
17 named victim investor W.R. and solicited additional investment funds by making
18 false and fraudulent representations and promises including, that she would
19 supplement any promissory note with W.R. with a personal guarantee for
20 collateral, that one of her payday/short-term lending business entities owned the
21 building in Spokane, Washington out of which her businesses operated, and that
22 her payday/short-term lending business did \$50,000 (fifty thousand dollars) of
23 volume on its lowest day. Defendant NELSON made these materially false and
24 fraudulent representations and promises when in truth and in fact, Defendant
25 NELSON well knew that the payday/short-term lending businesses did not own
26 the building they operated out of in Spokane, Washington but instead paid rent to
27 a company owned by her husband, Dennis Nelson, and the payday/short-term
28 lending business was unprofitable.

1 50. On or about February 26, 2008. In an email to investors, Defendant
2 NELSON reported that "last year we experienced substantial growth during an
3 otherwise declining economy. In short, we defied financial gravity. We continue
4 to forecast . . . an explosion of profit." Defendant NELSON also announced the
5 creation of another company named D&C Lead Marketing ("D&C"), declaring:

6 I have taken a bold step forward by converting what used
7 to be a massive expense into pure profit. As you are
8 aware, The Little Loan Shoppe used to purchase leads at
9 a rate of up to sixty-five dollars each. With the creation
10 of D&C Lead Marketing, we have turned the financial
11 tables, by creating a commercial lead company to
12 generate our own leads. . . [which] allows us to secure
13 top tier leads for ourselves, and then sell the remaining
14 leads at a substantial projected profit.

15 This email was sent to more than 25 investors including the following named
16 victim investors: P.D., A.G., M.G., P.M., D.N., J.N., L.R., W.R., and R.S..
17 Defendant NELSON made these materially false and fraudulent representations
18 and promises when in truth and in fact, Defendant NELSON knew that her
19 payday/short-term lending business was unprofitable, did not experience
20 substantial growth, and did not forecast "an explosion of profit." Moreover,
21 Defendant NELSON well knew that the creation of D&C Lead Marketing, later
22 GEM, would not save her payday/short-term lending businesses any expenses.

23 51. On or about March 11, 2008. In an email to investors, Defendant
24 NELSON stated that:

25 [d]ue to recent growth as well as the advent of the newly
26 created lead generating company D&C Lead Marketing
27 we are as busy as ever! This substantial growth means
28 that we are ready to review all possible means of

1 financial contribution. If you are interested in making
2 any additional financial contributions please feel free to
3 contact me.

4 This email was sent to more than 25 investors including the following named
5 victim investors: P.D., M.G., P.M., D.N., J.N., and R.S. Defendant NELSON
6 made these materially false and fraudulent representations and promises when in
7 truth and in fact Defendant NELSON knew that there was no growth in her
8 payday/short-term lending business.

9 52. On or about March 12, 2008. In a message to investors posted on her
10 website, Defendant NELSON described the formation of four new companies:
11 D&C Lead Marketing; Corporate Defendant 360 NORTHWEST TELECOM,
12 LLC, (purportedly selling telecommunications products); an unnamed collections
13 company; and an unnamed computer programming and software company.
14 Defendant NELSON had sent an email eight days earlier to more than 25
15 investors, including named victim investors P.D., A.G., M.G., J.N., D.N., P.M., W.
16 R., L.R., and R.S., explaining how to access her website. Referring to these new
17 companies, Defendant NELSON stated that "I have not bitten off more than I can
18 chew. These companies were created to support the Little Loan Shoppe however
19 they are all independent entities capable of standing alone without assistance from
20 the Little Loan Shoppe." This posting was viewed by investors. Defendant
21 NELSON made these materially false and fraudulent representations and promises
22 when in truth and in fact, Defendant NELSON well knew that the new companies
23 were not capable of operations independent of her payday/short-term lending
24 business and the investor funds.

25 53. On or between May 2, 2008, and May 7, 2008: Defendant NELSON
26 entered into a "Two Year Promissory Note" with named victim investor M.B.
27 wherein she guaranteed 50 percent annual interest, interest-only payments,
28 repayment of the principle on May 2, 2010, and promised to use the \$720,000

1 (seven hundred twenty thousand dollars) in loaned funds solely to operate her
2 payday/short-term lending business. Defendant NELSON made these materially
3 false and fraudulent representations and promises when, in truth and in fact,
4 Defendant NELSON knew that the money from M.B. would not be used to operate
5 the payday/short-term lending business but instead to perpetuate her Ponzi scheme
6 by making lulling payments to investors and to personally enrich herself and
7 members of her family. Defendant NELSON also knew that she could not pay 50
8 percent annual interest to M.B., nor pay back the principle by May 2, 2010 as
9 promised from her unprofitable payday/short-term lending business. Based on
10 Defendant NELSON's materially false and fraudulent representations and
11 promises M.B. transferred \$120,000 (one hundred twenty thousand dollars) by
12 wire on May 5, 2008, to a bank account controlled by Defendant NELSON, as
13 alleged in Count 8 below.

14 54. On or about May 6, 2008: Defendant NELSON emailed investors,
15 informing them of a new business venture named Global Edge Marketing
16 ("GEM") a lead-generating company, which she claimed would result in:

17 Little Loan Shoppe [being] able to generate its own
18 organic leads in-house and in turn significantly increase
19 the amount of loans that Little Loan Shoppe funds per
20 day. Furthermore, through Global Edge, we will be able
21 to sell our remaining surplus leads off at a premium to
22 other online markets.

23 Defendant NELSON also noted a slowing U.S. economy and possible recession
24 and told investors "I wanted to take some time to reassure you that our industry is
25 thriving." She claimed that the economic situation actually benefitted her
26 payday/short-term lending business by increasing loans to higher income
27 customers. She predicted that "Little Loan Shoppe will continue to watch the
28 economy as well as our consumer data to assure that we thrive through any

1 changes in market conditions." In the same email, Defendant NELSON indicated
2 to investors that:

3 I am very excited about the upcoming explosion in
4 growth for the Little Loan Shoppe. That being said I
5 have recently been contacted by others who are
6 interested in investment opportunities with us due to our
7 increase in growth. So I have decided for a short period
8 that I will be excepting [sic] new investments.

9 This email was received by more than 10 investors including named victim
10 investor P.M.. Defendant NELSON made these materially false and fraudulent
11 representations and promises when in truth and in fact, Defendant NELSON knew
12 that GEM, a company owned by Defendant NELSON's husband and son, was not
13 generating leads "in house" but rather Defendant NELSON's payday/short-term
14 lending business was paying GEM for the leads. Further, Defendant NELSON
15 knew that, regardless of the U.S. economic situation, her payday/short-term
16 lending business was unprofitable.

17 55. On or about May 7, 2008: Defendant NELSON emailed investors
18 announcing a "window to invest," explaining that the opportunity "is due to the
19 anticipated increase in volume of loans due to the launch of Global Edge
20 Marketing." She continued, "I cannot determine when this opportunity for both
21 new and existing investors will end . . . this window of opportunity will probably
22 not be open again due to the expected surplus of income from Global Edge
23 Marketing." Defendant NELSON also encouraged investors to reinvest their
24 interest payments into additional investments with Defendant NELSON and
25 concluded by encouraging investors to contact her by email or telephone with any
26 questions. This email was received by more than 10 investors including named
27 victim investors D.N., P.M. and R.S.. Defendant NELSON made these materially
28 false and fraudulent representations, and promises when in truth and in fact,

1 Defendant NELSON well knew that there was no expected surplus of income from
2 GEM as her payday/short-term lending business was paying GEM for the leads,
3 and her payday/short-term lending business continued to be unprofitable.

4 56. On or about May 23, 2008: Defendant NELSON emailed investors
5 stating that "[t]he creation of Global Edge Marketing is solely to give the Little
6 Loan Shoppe all of its support and to help cut the marketing costs and increase the
7 quality and amount of customer[s] that Little Loan Shoppe accepts per day. That
8 being said, the Little Loan Shoppe is currently looking for investments to help
9 with this huge increase in consumer growth from Global Edge Marketing. If you
10 or anyone that you know is interested in this investments opportunity please
11 contact me." This email was received by more than 25 investors including named
12 victim investors D.N., W.R. and R.S.. Defendant NELSON made these materially
13 false and fraudulent representations, and promises when in truth and in fact,
14 Defendant NELSON well knew that GEM was charging the Little Loan Shoppe
15 increased fees for leads and thus was not supporting Defendant NELSON's
16 payday/short-term lending business and her payday/short-term lending business
17 continued to be unprofitable.

18 57. On or about May 29, 2008: Defendant NELSON telephoned named
19 victim investor A.G. and solicited additional investment funds by falsely and
20 fraudulently representing that the investment was sound based on Little Loan
21 Shoppe's ongoing profitability and growth and assurances to A.G. that the
22 investment was safe. Defendant NELSON made these materially false and
23 fraudulent representations and promises when in truth and in fact, Defendant
24 NELSON well knew that the payday/short-term lending business upon which the
25 investment was backed, continued to be unprofitable. Based on these false and
26 fraudulent pretenses, representations, and promises Investor A.G. transferred
27 \$500,000 (five hundred thousand dollars) by wire to an account controlled by
28 Defendant NELSON on May 29, 2008, as alleged in Count 29 below.

1 58. On or about June 17, 2008: Defendant NELSON telephoned named
2 victim investor W.R. and solicited additional investment funds by falsely and
3 fraudulently representing that the investment was sound based on Little Loan
4 Shoppe's ongoing profitability and growth and assurances to W.R. that the
5 investment was safe. Defendant NELSON made these materially false and
6 fraudulent representations and promises when in truth and in fact, Defendant
7 NELSON well knew that the payday/short-term lending business upon which the
8 investment was backed continued to be unprofitable. Further, based on these
9 materially false and fraudulent representations and promises W.R. transferred an
10 additional CAD \$400,000 (four hundred fifty thousand Canadian dollars) by wire
11 to an account controlled by Defendant NELSON on June 19, 2008, as alleged in
12 Count 64 below.

13 59. On or between June 26, 2008 and July 24, 2008: In a series of
14 substantially similar letters and emails, Defendant NELSON described a "new
15 massive marketing campaign" that she claimed would result in a large number of
16 new customers and related payday/short-term loans. Defendant NELSON then
17 advised that "[t]his increased number of loans will change us from a medium-sized
18 loan company to one of the largest loan companies." These letters and emails
19 were received by investors including named victim investors: P.M., D.N., M.N.,
20 W.R., J.N., S.C., A.G., M.P., S.B., L.W., and A.S.

21 60. On or between June 27, 2008 and August 24, 2008: Defendant
22 NELSON received additional investments from more than 75 investors totaling
23 CAD 2,890,002 (two million, eight hundred and ninety thousand and two
24 Canadian dollars) and \$5,283,372 (five million, two hundred and eighty three
25 thousand three hundred and seventy two dollars). These investors included named
26 victim investors: S.C., A.G., J.N., M.P., L.R., and A.S.

27 61. ~~On or between~~^{OK} October 3, 2008: In a meeting with BCSC
28 investigators, Defendant NELSON stated that she did not use funds from newer

1 investors to make interest payments to older investors, claiming instead that
2 interest payments were funded by payday/short-term lending profits. Defendant
3 NELSON also declared that all funds raised from investors were used to fund
4 payday/short-term loans. Defendant NELSON made these materially false and
5 fraudulent representations when in truth and in fact, Defendant NELSON well
6 knew that she did use funds from investors to make interest payments to older
7 investors and that funds raised from investors were not used to fund payday/short-
8 term loans.

9 62. On or about October 7, 2008: BCSC directed Defendant NELSON to
10 refrain from distributing further promissory notes or other securities.

11 63. On or about October 7, 2008: In an email to investors, Defendant
12 NELSON claimed that changes to U.S. lending laws had "dramatically reduced
13 our profits As a result . . . we are not making the profits which previously
14 allowed us to pay generous interest rates to our supporters. . . . We take our
15 commitments and financial responsibilities very serious [sic] and assure you that
16 your funds are not being used for anything inappropriate or for any unrelated
17 ventures." Defendant NELSON made these materially false and fraudulent
18 representations when in truth and in fact, Defendant NELSON well knew that her
19 payday/short-term loan operations had not made profits allowing for payments to
20 investors. Defendant NELSON announced that in the future, investors' interest
21 payments would be limited to 10% annual interest, despite the amounts promised
22 in their "promissory notes." She also instructed investors to return all post-dated
23 interest checks to be replaced by checks calculated at the lower interest rate.

24 64. On or about October 21, 2008: In an email to investors, Defendant
25 NELSON reiterated that investor payments would be limited to 10% annual
26 interest on all outstanding notes. She stated that "once we return to a stable and
27 positive financial situation we will endeavor to return to the previous payments."
28 Defendant NELSON also stated that "[a] small number of our supporters have

1 asked about the possibility of entering into early buyouts. At this point, we are not
2 able to support these requests."

3 65. On or about December 30, 2008: In an email to investors, Defendant
4 NELSON asserted that:

5 I want to assure you that I am doing everything possible
6 to keep your principal safe. . . . Little Loan Shoppe does
7 not require any additional capital to meet the obligations
8 of producing more loans. We are creating loans from our
9 own revenue. We are making a profit each month which
10 is going back out into new loans and covering our
11 expenses. Also with the revenue that is being generated
12 the company has been making payments to investors. As
13 well as paying all bills and funding new loans. This
14 demonstrates the long term viability of the company
15 from an operational and financial standpoint. . . . I am
16 aware that you are concerned but I want you all to be
17 assured that I myself and my staff are doing everything
18 to make this a very strong and profitable company.

19 Defendant NELSON made these materially false and fraudulent
20 representations and promises when in truth and in fact, Defendant
21 NELSON well knew that her payday/short-term loan operations were
22 not profitable, had not been profitable, and that investors were not
23 being paid from any profits or revenues of the payday/short-term loan
24 operations.

25 66. On or about February 9, 2009: In an email to investors, Defendant
26 NELSON told investors to stop contacting her and her staff with questions about
27 their investments. Defendant NELSON stated that these numerous and constant
28 inquiries were a distraction to her and the business and that she "will no longer be

1 directly available to investors." Defendant NELSON also announced that investor
2 accounts would be reviewed during February and March 2009, and that "regular
3 payments will resume . . . if a payment is truly due."

4 67. On or about March 14, 2009: Defendant NELSON emailed investors
5 that the review of investor accounts was behind schedule with a new target date of
6 April 15, 2009.

7 68. In or about March 2009: Defendant NELSON and Chris Foster
8 traveled to Florida to meet with three investors in an attempt to obtain additional
9 funds from these investors. These three investors did not invest additional funds,
10 but advised Defendant NELSON to step down as CEO and hire a professional
11 manager and CEO.

12 69. On or about March 31, 2009: In a letter to investors, repeated in an
13 April 10, 2009 email, investors were informed that Defendant NELSON stepped
14 down as Chief Executive Officer and was replaced by Chris Foster, Defendant
15 NELSON's son. The letter, signed by Mr. Foster, announced a six-month
16 moratorium on all investor payments. Mr. Foster claimed the moratorium was
17 necessary because the previous review of investor accounts showed
18 "unsubstantiated debts and overpayments," and that all investor accounts would be
19 audited by a third party accounting firm. Mr. Foster stated that "[i]nvestors will
20 not initiate contact with staff during this period - including by email, telephone, or
21 person," and that only written communication would be accepted. Mr. Foster
22 closed the letter by stating "[t]his is not to be construed as an attempt to avert
23 financial obligations. However, it is critical that no further funds are paid to
24 accounts which have either been paid in full, or are based on unsubstantiated
25 debt."

26 70. On or between November 2006 through May 2007: Defendant
27 NELSON, with the intent to promote her mail and wire fraud schemes described
28 herein, transferred money from and to named Corporate Defendant bank accounts

1 in the United States and Canada in order to keep money in the accounts for lulling
2 payments to victim investors as set forth in detail in Counts 94-110.

3 **Wire Fraud**
4 **18 U.S.C. § 1343**
5 **(Counts 1-69)**

6 71. Paragraphs 1 through 70 above are hereby re-alleged and
7 incorporated into the counts charging Wire Fraud, in violation of 18 U.S.C. §
8 1343, as if fully set forth in each.

9 72. On or about each of the dates set forth below, in Spokane,
10 Washington, in the Eastern District of Washington and elsewhere, Defendant
11 NELSON and the Corporate Defendants, for the purpose of executing the scheme
12 described above, and attempting to do so, did knowingly and with intent to
13 defraud, based on materially false and fraudulent representations, omissions,
14 pretenses and promises, transmit and cause to be transmitted by means of wire
15 communication in interstate and foreign commerce the signals and sounds
16 described below for each count, each transmission constituting a separate count:

Count	Investor	Date	Description
17 1	M. B.	04/27/2007	Wire transfer of \$500,000 from Teambank in Paola, Kansas, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
18 2	M. B.	06/07/2007	Wire transfer of \$500,000.00 from Teambank in Paola, Kansas, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
19 3	M. B.	07/24/2007	Wire transfer of \$500,000.00 from Colorado National Bank in Colorado Springs, Colorado, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
20 4	M. B.	08/13/2007	Fax transmission of a letter from Colorado Springs, Colorado, to DORIS E. NELSON in Spokane, Washington.
21 5	M. B.	04/18/2008	Wire transfer of \$525,000.00 from Ent Federal Credit Union in Colorado Springs, Colorado, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) Spokane, Washington

1	6	M. B.	04/22/2008	Wire transfer of \$25,000.00 from Ent Federal Credit Union in Colorado Springs, Colorado, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
2				
3				
4	7	M. B.	04/22/2008	Wire transfer of \$50,000.00 from Rocky Mountain Bank and Trust in Florence, Colorado, through Bankers Bank of the West in Denver, Colorado, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
5				
6				
7	8	M. B.	05/05/2008	Wire transfer of \$120,000.00 from Colorado National Bank in Colorado Springs, Colorado, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
8				
9	9	S. B.	04/25/2007	Wire transfer of \$600,000.00 from Hyde Park Bank in Hyde Park, Massachusetts, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
10				
11				
12	10	S. B.	08/15/2007	Wire transfer of \$700,000.00 from Hyde Park Co-operative Bank in Hyde Park, Massachusetts, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
13				
14				
15	11	S. B.	08/30/2007	Wire transfer of \$700,000.00 from Hyde Park Co-operative Bank in Hyde Park, Massachusetts, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
16				
17	12	S. B.	06/26/2008	Email from DORIS E. NELSON to SB soliciting new investments
18	13	S. C.	07/11/2008	Email to S.C. soliciting new investments
19				
20	14	B. D.	09/04/2008	Wire transfer of \$300,000 from Bank of America in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
21				
22	15	P. D.	01/28/2008	Wire transfer of \$500,000.00 from BMO Nesbitt Burns brokerage account in Toronto, Canada, through Bank of New York Mellon in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
23				
24				
25	16	P. D.	02/26/2008	Email from DORIS E. NELSON to P. D. soliciting new investments
26	17	P. D.	03/11/2008	Email from DORIS E. NELSON to P. D. soliciting new investments
27				
28				

1	18	P. D.	03/27/2008	Wire transfer of \$500,000.00 from BMO Nesbitt Burns brokerage account in Toronto, Canada through Bank of New York Mellon Corp in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
2	19	P. D.	06/26/2008	Email from DORIS E. NELSON to P. D. soliciting new investments
3	20	A. G.	03/19/2007	Wire transfer of \$100,000.00 from Bank of America in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
4	21	A. G.	04/19/2007	Wire transfer of \$300,000.00 from Bank of America in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
5	22	A. G.	05/22/2007	Wire transfer of \$100,000 from Scottrade, Inc. in St. Louis, Missouri, through US Bank in St. Louis, Missouri to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
6	23	A. G.	On or before 12/24/2007	Telephone call from DORIS E. NELSON in Spokane, Washington, to A. G., located outside the state of Washington, soliciting new investment
7	24	A. G.	02/26/2008	Email from DORIS E. NELSON to A. G. soliciting new investments.
8	25	A. G.	On or before 12/27/2007	Telephone call from DORIS E. NELSON in Spokane, Washington, to A. G., located outside the state of Washington, soliciting new investment
9	26	A. G.	02/27/2008	Wire transfer of \$1,000,000.00 from Bank of America in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
10	27	A. G.	02/28/2008	Email sent from A. G. to DORIS E. NELSON
11	28	A. G.	On or before 05/29/2008	Telephone call from DORIS E. NELSON in Spokane, Washington, to A.G., located outside the state of Washington, soliciting new investment
12	29	A. G.	05/29/2008	Wire transfer of \$500,000.00 from Bank of America in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
13	30	A. G.	06/26/2008	Email from DORIS E. NELSON to A. G. soliciting new investments

INDICTMENT - 27

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1	31	A. G.	07/03/2008	Wire transfer of \$1,000,000.00 from National Financial Services Corp in Boston, Massachusetts, through JP Morgan Chase Bank in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
2	32	M. G.	10/30/2007	Wire transfer of \$370,028.58 from The Toronto Dominion Bank in Toronto, Ontario, Canada, to Wells Fargo Bank in Spokane, Washington
3	33	M. G.	02/26/2008	Email from DORIS E. NELSON to M. G. soliciting new investments
4	34	M. G.	06/26/2008	Email from DORIS E. NELSON to M. G. soliciting new investment
5	35	J. K.	09/23/2008	Wire transfer of \$198,019.80 from Revelstoke Credit Union in Revelstoke, British Columbia, Canada, through Credit Union Central of BC in Vancouver, Canada, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
6	36	P. M.	04/19/2007	P. M. (Sound Investments Co) wire transfer of \$50,000.00 from Charles Schwab & Co. Inc in San Francisco, California, through Citibank N.A. in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
7	37	D.N.	2/26/2008	Email from DORIS E. NELSON to D.N. soliciting new investments
8	38	D. N.	03/03/2008	Email from DORIS E. NELSON to D. N. soliciting new investments
9	39	D. N.	03/11/2008	Email from DORIS E. NELSON to D. N. soliciting new investments
10	40	D. N.	05/23/2008	Email from DORIS E. NELSON to D. N. soliciting new investments
11	41	D. N.	07/24/08	Email from DORIS E. NELSON to D. N. soliciting new investments
12	42	M. N.	11/02/2007	Wire transfer of CAD 400,000 from Bank of Montreal in Toronto, Canada, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
13	43	M. N.	07/24/2008	Email from DORIS E. NELSON to M. N. soliciting new investments
14	44	B. N.	05/07/2008	Wire transfer of \$100,000 from Bank of America in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
15	45	N. P.	01/28/2008	Email from Amanda Foster at The Little Loan Shoppe to N. P. with instructions related to her investment
16	46	N. P.	05/19/2009	Email from NP to DORIS E. NELSON regarding her \$100,000 investment

INDICTMENT - 28

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1	47	N. P.	08/07/2009	Email from N. P. to DORIS E. NELSON explaining the hardship the loss of her investment has caused
2	48	M. P.	02/07/2008	Wire transfer of \$1,000,000 from Banco Santander in London, England, through Bank of New York Mellon Corporation in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
3	49	M. P.	03/03/2008	Wire Transfer of \$1,000,000 from Citibank N.A. in New York, New York, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
4	50	M. P.	06/26/2008	Email from DORIS E. NELSON to M. P. soliciting new investments
5	51	M. P.	07/09/2008	Wire transfer of \$1,000,000 from Banco Santander in London, England through Bank of New York Mellon Corporation in New York, New York to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
6	52	L. R.	07/03/2007	Wire transfer of \$250,000 from Citibank N.A. in New York, New York to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
7	53	L. R.	01/07/2008	Wire transfer of \$500,000 from The Boston Private Bank and Trust Co. in Boston, Massachusetts, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
8	54	L. R.	02/26/2008	Email from DORIS E. NELSON to L. R. soliciting new investments
9	55	L. R.	04/01/2008	Wire transfer of \$500,000 from The Boston Private Bank and Trust Co. in Boston, Massachusetts, to Wells Fargo Bank Account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
10	56	L. R.	04/01/2008	Wire transfer of \$500,000 from The Boston Private Bank and Trust Co. in Boston, Massachusetts, to Wells Fargo Bank Account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
11	57	W. R.	02/12/2008	Telephone call from DORIS E. NELSON to W. R., located in Canada, soliciting additional investments
12	58	W. R.	02/26/2008	Email from DORIS E. NELSON to W. R. soliciting new investments
13	59	W. R.	02/28/2008	Email from W. R. to DORIS E. NELSON discussing additional investment
14	60	W. R.	03/11/2008	Telephone call between DORIS E. NELSON and W. R., located in Canada, discussing additional investment
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1	61	W. R.	03/13/2008	Email to W. R. transmitting a promissory note for his 03/12/2008 investment
2	62	W.R.	6/03/2008	Email to W.R. transmitting two "Payment Detail Summary" documents summarizing W.R.'s interest payments.
3	63	W. R.	06/17/2008	Email from W. R. to DORIS E. NELSON discussing additional investment
4	64	W. R.	06/30/2008	Email to W.R. transmitting a promissory note for his 6/20/2008 investment.
5	65	W. R.	07/16/2008	Email from DORIS E. NELSON to W. R. soliciting new investments
6	66	R. S.	06/13/2007	Wire transfer of \$24,000 from Camden National Bank in Camden, Maine, to Bank of America in account Spokane, Washington
7	67	R. S.	02/26/2008	Email from DORIS E. NELSON to R. S. soliciting new investment
8	68	R. S.	03/11/2008	Email from DORIS E. NELSON to R. S. soliciting new investment
9	69	A. S.	06/28/2007	Wire transfer of \$100,000 from Saginaw, Michigan, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
10	70	A. S.	04/09/2008	Wire transfer of \$400,000 from Saginaw, Michigan, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
11	71	A. S.	07/10/2008	Wire transfer of \$350,000 from Saginaw, Michigan, to Wells Fargo Bank account XXX-XXX3582 (LLS America, LLC) in Spokane, Washington
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19 All in violation of Title 18 United States Code Section 1343.

20 **Mail Fraud**
 21 **18 U.S.C. § 1341**
 22 **(Counts 72-93)**

23 72. Paragraphs 1 through 70 above are hereby re-alleged and
 24 incorporated into the counts charging Mail Fraud, in violation of 18 U.S.C. §
 25 1341, as if fully set forth in each.

26 73. On or about each of the dates set forth below, in Spokane,
 27 Washington, in the Eastern District of Washington and elsewhere, Defendant
 28 NELSON and the Corporate Defendants, for the purpose of executing the scheme
 and artifice to defraud as described above, and attempting to do so, did knowingly

1 and with intent to defraud, based on materially false and fraudulent
 2 representations, omissions, pretenses and promises, knowingly deposited and
 3 caused to be deposited any matter or thing whatever to be sent and delivered by
 4 mail and any private and commercial interstate carrier as follows:

Count	Investor	Date	Description
72	S. B.	06/11/2008	Package sent via commercial interstate carrier from Dedham, Massachusetts, to Spokane, Washington
73	S. C.	08/18/2008	Package sent via the Postal Service or commercial interstate carrier from Spokane, Washington, to Port Coquitlam, British Columbia, Canada
74	B. D.	09/10/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Sequim, Washington.
75	B. D.	11/21/2008	Package sent via the Postal Service or commercial interstate carrier from Sequim, Washington, to Spokane, Washington
76	P. D.	02/01/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Petersburg, Ontario, Canada.
77	A. G.	12/24/2007	Package sent via commercial interstate carrier from Florida, to Spokane, Washington
78	A. G.	01/15/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Marco Island, Florida.
79	A. G.	03/14/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Marco Island, Florida.
80	A. G.	07/10/2008	Package sent via commercial interstate carrier from Mashpee, Massachusetts, to Spokane Washington.
81	P. M.	03/25/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Suquamish, Washington
82	P. M.	08/08/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Suquamish, Washington
83	D. N.	06/15/2007	Package sent via the Postal Service or commercial interstate carrier from Spokane, Washington, to Grass Valley, California.
84	D. N.	09/12/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Grass Valley, California
85	B. N.	09/08/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Brier, Washington

1	86	J. N.	06/01/2007	Package sent via commercial interstate carrier from Spokane, Washington, to Sequim, Washington
2				
3	87	J. N.	06/29/2007	Package sent via commercial interstate carrier from Spokane, Washington, to Sequim, Washington
4	88	J. N.	07/19/2007	Package sent via commercial interstate carrier from Spokane, Washington, to Sequim, Washington
5				
6	89	J. N.	07/03/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Sequim, Washington
7	90	J. N.	08/19/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Sequim, Washington
8				
9	91	M. P.	04/08/2008	Package sent via commercial interstate carrier from Spokane, Washington, to Marco Island, Florida
10	92	L. R.	07/25/008	Package sent via commercial interstate carrier from Spokane, Washington, to Boston, Massachusetts
11				
12	93	L. R.	08/02008	Package sent via commercial interstate carrier from Spokane, Washington, to Boston, Massachusetts

13
14 All in violation of Title 18 United States Code Section 1341.

15 **International Money Laundering**
16 **18 U.S.C. §§ 1956(a)(2)(A), 2**
17 **(Counts 94-110)**

18 74. Paragraphs 1 through 70 above are hereby re-alleged and
19 incorporated into the counts charging International Money Laundering, in
20 violation of 18 U.S.C. §§ 1956(a)(2)(A), and 2, as if fully set forth in each.

21 75. Beginning on or about October 23, 2006 and continuing through on
22 or about November 14, 2007, Defendant NELSON and the Corporate Defendants
23 did knowingly transport, transmit and transfer and attempt to do so, monetary
24 instruments or funds, from a place in the United States to or through a place
25 outside the United States or to a place in the United States from or through a place
26 outside the United States, with the intent to promote the carrying on of specified
27 unlawful activity, to wit: wire fraud and mail fraud as set forth in Counts 1 through
28 93 above as follows:

Count	Date	Description
94	11/20/2006	Transfer of \$50,000 from Bank of America account XXXX9110 to Canadian Imperial Bank of Commerce account XX-X7713
95	11/24/2006	Transfer of \$70,000 from Bank of America account XXXX9110 to Canadian Imperial Bank of Commerce account XX-X7713
96	11/27/2006	Transfer of \$50,000 from Bank of America account XXXX9110 to Canadian Imperial Bank of Commerce account XX-X7713
97	11/29/2006	Transfer of \$40,000 from Bank of America account XXXX9110 to Canadian Imperial Bank of Commerce account XX-X7713
98	11/30/2006	Transfer of \$60,000 from Bank of America account XXXX9110 to Canadian Imperial Bank of Commerce account XX-X7713
99	12/04/2006	Transfer of \$70,000 from Bank of America account XXXX9110 to Canadian Imperial Bank of Commerce account XX-X7713
100	12/07/2006	Transfer of \$70,000 from Bank of America account XXXX9110 to Canadian Imperial Bank of Commerce account XX-X7713
101	12/22/2006	Transfer of \$85,200.65 from Canadian Imperial Bank of Commerce account XX-X4018 to Bank of America account 36309110
102	01/19/2007	Transfer of \$50,000 from Bank of America account XXXX9110 to Bank of Montreal account XXX5-829
103	02/09/2007	Transfer of \$35,000 from Bank of America account XXXX9110 to Bank of Montreal account XXX5-829
104	02/15/2007	Transfer of \$30,000 from Bank of America account XXXX9110 to Bank of Montreal account XXX5-829
105	02/22/2007	Transfer of \$50,000 from Bank of America account XXXX9110 to Bank of Montreal account XXX5-829
106	03/27/2007	Transfer of \$45,000 from Bank of America account XXXX9110 to Bank of Montreal account XXX5-829
107	04/16/2007	Transfer of \$30,000 from Bank of America account XXXX9110 to Bank of Montreal account XXX5-829
108	05/14/2007	Transfer of \$40,000 from Bank of America account XXXX9110 to Royal Bank of Canada account 101-500-7
109	10/26/2007	Transfer of \$47,564.68 from Bank of America account XXXX9110 to Bank of Montreal account XXX5-829
110	11/14/2007	Transfer of \$25,000 from Bank of America account XXXX9110 to Bank of Montreal account XXX5-829

All in violation of Title 18 United States Code Sections 1956(a)(2)(A), and

1 2.

2 NOTICE OF CRIMINAL FORFEITURE ALLEGATIONS

3 76. WIRE FRAUD

4 The allegations contained in Counts 1 - 71 of this Indictment are hereby
5 realleged and incorporated by reference for the purpose of alleging forfeitures
6 pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

7 Upon conviction of the wire fraud offenses, in violation of 18 U.S.C. § 1343
8 set forth in Counts 1 - 71 of this Indictment, the Defendant, Doris E. Nelson, and
9 Corporate Defendants, shall forfeit to the United States of America, pursuant to 18
10 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) any property, real or personal,
11 which constitutes or is derived from proceeds traceable to the offenses. The
12 property to be forfeited includes, but is not limited to, the following:

13 1. REAL PROPERTY

14 Real property located at 1801 West Broadway Avenue, Spokane,
15 Washington, legally described as follows:

16 Lots 11 and 12, Block 3, IDE AND KAUFMAN'S ADDITION, as per
17 plat recorded in Volume "A" of Plats, page 67, records of Spokane
18 County;

19 Situate in the City of Spokane, County of Spokane, State of
20 Washington.

21 Together with all appurtenances, fixtures, attachments, and
22 improvements thereto and thereupon.

23 Subject to easements, restrictions, reservations and covenants of
24 record.

25 2. MONEY JUDGMENT

26 A sum of money equal to \$19,302,637.40 in United States currency,
27 representing the total amount of gross proceeds obtained as a result of
28 the wire fraud offense(s).

3. U.S. CURRENCY

-Approximately \$8,280.00 in United States currency seized by FBI
from Doris and Dennis Nelson, on or about April 6, 2010, in Colbert,
Washington.

1 4. CONVEYANCES

2 -2008 Mercedes-Benz S550, Washington License Plate 455 XHZ,
3 VIN: WDDNG86X98A180613;

4 -2008 Chevrolet Corvette, Washington License Plate 407 YDA, VIN:
5 1G1YY36W885119060;

6 -2007 Yamaha snowmobile, Model Number: RXW10WB,
7 Washington License Plate: 184052S, VIN: JYE8FT0057A006295;

8 -2007 Yamaha snowmobile, Model Number: RXW10WB,
9 Washington License Plate: 184053S, VIN: JYE8FT0027A006996;

10 -2008 Newmans Snowmobile Trailer, Model Number: 1STAV811-1,
11 Washington License Plate: 3131UG, VIN: 5A8AF141772045724;

12 -2007 Crownline 19ft Boat, HIN: JTC67539J607, Registration
13 Number: WN9447NU; and,

14 -2007 Heritage Boat Trailer, Washington License Plate: 7678TK,
15 VIN 4APCB191371000664.

16 5. JEWELRY

17 All precious gemstones, precious metals and jewelry seized on or
18 about April 6, 2010, from Doris and Dennis Nelson, including, but
19 not limited to the following list:

20 (1) ladies sapphire and diamond necklace;

21 (1) 8.29 carat oval cut Paraiba tourmaline ;

22 (1) 5.2 carat cushion cut Paraiba tourmaline ;

23 (1) 1.68 carat Padparasca sapphire ;

24 (1) 1.24 carat-14 carat green tourmaline ring;

25 (1) 1.34 carat Platinum ring set marquise cut alexandrite ;

26 (1) Ruby and diamond bracelet;

27 (1) 23.77 carat triple row Alexandrite sapphire bracelet;

28 (1) Dyed blue pearl necklace;

(1) Double strand dyed black pearl necklace w/diamond clasp;

(1) Pair of diamond sapphire and ruby earrings;

(1) Ladies diamond tanzanite ring;

(1) Gold and yellow diamond ring;

- 1 (1) Diamond and gold bangle bracelet, missing one diamond on the
end;
- 2 (1) 5.57 carat sapphire diamond ring;
- 3 (1) Ruby round cabochon ring;
- 4 (1) Pair of tanzanite earrings;
- 5 (1) Azurite pendant with diamonds;
- 6 (1) 14 karat gold pendant w/ multiple diamonds and chain;
- 7 (1) Pair of 18 karat white gold chandelier diamond earrings ;
- 8 (1) Pair of 14 karat 4-prong diamond earrings ;
- 9 (1) 14 karat yellow gold diamond ring;
- 10 (1)Ladies diamond and sapphire loop earrings ;
- 11 (1) Pair of diamond earrings;
- 12 (1) Topaz pendant;
- 13 (1) Sterling silver necklace;
- 14 (1) Pair of costume chandelier earrings;
- 15 (1) Pair of 14 karat gold earrings;
- 16 (1) Pair of gold circle/dangle earrings;
- 17 (1) Pair of 1/2 carat diamond stud earrings;
- 18 (1) Pair of 14 karat oval blue topaz stud earrings;
- 19 (1) Pair of 10 karat white gold blue topaz 'J" hoop earrings ;
- 20 (1) Pair of 14 karat white gold earrings w/rubies and diamonds;
- 21 (1) Pair of 18 karat yellow and white gold Raymond Nak earrings;
- 22 (1) Pair of 14 karat diamond and ruby dangle earrings;
- 23 (1) Pair of 18 karat gold designer earrings w/ 3.7 karat diamond total
weight;
- 24 (1) Sterling silver pendant w/diamonds;
- 25 (1) 14 karat yellow gold opal-inlay pendant w/diamonds;
- 26 (1) 14 karat yellow gold pendant w/peridot and diamonds;
- 27 (1) Diamond circle pendant w/chain;
- 28

- 1 (1) Diamond heart necklace;
- 2 (1) free form 14kt diamond earrings;
- 3 (1) free form pendant;
- 4 (1) white gold band w/3 rows of diamonds;
- 5 (1) fancy tennis bracelet with diamonds;
- 6 (1) 14kt white gold blue topaz diamond ring;
- 7 (1) Set of three 14kt white gold heart rings w/diamonds;
- 8 (1) 10kt yellow gold ring w/aquamarine and diamonds;
- 9 (1) 14kt gold ring w/synthetic opal inlay and diamonds;
- 10 (1) 14kt white gold ring w/diamond and sapphire channel set;
- 11 (1) 14kt yellow gold ring w/channel set;
- 12 (1) 14kt gold fashion ring;
- 13 (1) 10kt yellow & white gold ring w/blue topaz;
- 14 (1) 14kt yellow & white gold diamond ring;
- 15 (1) 14kt white gold ring w/sapphire and diamonds;
- 16 (1) 14kt white gold ring w/ruby and diamonds;
- 17 (1) 14kt yellow and white gold diamond ring;
- 18 (1) blue box w/2 rings:
 - 19 1)14kt yellow and white gold diamond ring;
 - 20 2)10kt yellow gold mothers ring;
- 21 (1) black box containing : (1) ring w/imitation diamond in center,
genuine diamonds on the side;
- 22 (1) 14kt white gold ring w/amethyst;
- 23 (1) 14kt yellow gold w/center st(1) missing;
- 24 (1) 10kt yellow & white gold ring w/emeralds and diamonds;
- 25 (1) 14kt yellow & white gold ring w/blue and white diamonds;
- 26 (1) 14kt yellow gold ring w/ alexandrite and whites sapphire;
- 27 (1) 14kt white gold ring w/ 5 diamonds;
- 28 (1) 14kt white gold ring w/ 3 diamonds;

- 1 (1) 14kt white gold ring w/blue and white diamonds;
- 2 (1) imitation ring w/rhinestones;
- 3 (4) loose black diamonds;
- 4 (1) loose oval grayish star sapphire;
- 5 (1) loose pear shape emerald;
- 6 (1) loose purple tourmaline;
- 7 (1) ladies Rolex watch, solid gold w/diamond dial;
- 8 (1) Ritmo Mundo stainless steel watch;
- 9 (1) Cartier gold ladies 18kt rose gold watch;
- 10 (1) Rolex Cellinissima 18kt white gold watch;
- 11 (1) Citizen yellow and white gold watch;
- 12 (1) Christian Geneve 14kt gold watch w/diamonds;
- 13 (2) bangle bracelet, silver-gold filled;
- 14 (1) 18kt white gold bangle bracelet;
- 15 (1) 14kt yellow gold bangle bracelet, floral design;
- 16 (1) 14kt yellow gold bangle bracelet;
- 17 (1) bangle bracelet, silver-gold filled;
- 18 (1) 14kt yellow gold bangle bracelet, floral design;
- 19 (1) white gold flex bracelet, blue topaz w/diamonds;
- 20 (1) 14kt gold bangle bracelet w/diamonds;
- 21 (1) 18kt diamond bangle bracelet;
- 22 (1) 14kt yellow gold bracelet;
- 23 (1) 10kt gold diamond bracelet;
- 24 (1) 10kt gold bracelet w/heart charm;
- 25 (1) 10kt gold diamond tennis bracelet;
- 26 (1) Black Hills gold bracelet (worn/rough shape);
- 27 (1) diamond bracelet;
- 28 (1) 14kt gold tennis bracelet;

- 1 (1) 14kt white gold bracelet w/blue topaz;
- 2 (1) 14kt gold tennis bracelet w/diamonds and sapphires;
- 3 (1) 10kt yellow gold diamond tennis bracelet;
- 4 (1) Omega bracelet w/diamonds;
- 5 (1) 14kt gold link bracelet w/diamonds;
- 6 (1) 18kt gold bracelet w/diamonds (rough shape/diamonds missing);
- 7 (1) 14kt gold necklace, 24";
- 8 (1) 14kt gold necklace, 30";
- 9 (1) 14kt gold rope chain necklace, 17";
- 10 (1) 18kt gold designer necklace w/diamonds, 34";
- 11 (1) 14kt Omega necklace (no length listed);
- 12 (1) Fred Meyer necklace w/red & green st(1)s;
- 13 (1) necklace w/diamonds and rubies;
- 14 (1) set of matching red heart earrings and necklace;
- 15 (1) South Sea Tahitian graduated strand of pearls;
- 16 (1) dyed black pearl necklace w/10kt clasp;
- 17 (1) dyed blackish/green pearl necklace w/10kt clasp;
- 18 (1) 18" cultured pearl necklace w/yellow gold clasp (needs to be
- 19 re-strung); and,
- 20 (1) cultured pearl necklace with 10kt white gold clasp.

21 **77. MAIL FRAUD**

22 The allegations contained in Counts 72 - 93 of this Indictment are hereby
23 realleged and incorporated by reference for the purpose of alleging forfeitures
24 pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

25 Upon conviction of the mail fraud offenses, in violation of 18 U.S.C. § 1341
26 set forth in Counts 72 - 93 of this Indictment, the Defendant, Doris E. Nelson, and
27 Corporate Defendants, shall forfeit to the United States of America, pursuant to 18
28 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) any property, real or personal,

1 which constitutes or is derived from proceeds traceable to the offenses. The
2 property to be forfeited includes, but is not limited to, the following:

3 1. REAL PROPERTY

4 Real property located at 1801 West Broadway Avenue, Spokane,
5 Washington, legally described as follows:

6 Lots 11 and 12, Block 3, IDE AND KAUFMAN'S ADDITION, as per
7 plat recorded in Volume "A" of Plats, page 67, records of Spokane
8 County;

9 Situate in the City of Spokane, County of Spokane, State of
10 Washington.

11 Together with all appurtenances, fixtures, attachments, and
12 improvements thereto and thereupon.

13 Subject to easements, restrictions, reservations and covenants of
14 record.

15 2. MONEY JUDGMENT

16 A sum of money equal to \$15,746,082.88 in United States currency,
17 representing the total amount of gross proceeds obtained as a result of
18 the mail fraud offense(s).

19 3. U.S. CURRENCY

20 -Approximately \$8,280.00 in United States currency seized by FBI
21 from Doris and Dennis Nelson, on or about April 6, 2010, in Colbert,
22 Washington.

23 4. CONVEYANCES

24 -2008 Mercedes-Benz S550, Washington License Plate 455 XHZ,
25 VIN: WDDNG86X98A180613;

26 -2008 Chevrolet Corvette, Washington License Plate 407 YDA, VIN:
27 1G1YY36W885119060;

28 -2007 Yamaha snowmobile, Model Number: RXW10WB,
Washington License Plate: 184052S, VIN: JYE8FT0057A006295;

-2007 Yamaha snowmobile, Model Number: RXW10WB,
Washington License Plate: 184053S, VIN: JYE8FT0027A006996;

-2008 Newmans Snowmobile Trailer, Model Number: 1STAV811-1,
Washington License Plate: 3131UG, VIN: 5A8AF141772045724;

1 -2007 Crownline 19ft Boat, HIN: JTC67539J607, Registration
2 Number: WN9447NU; and,

3 -2007 Heritage Boat Trailer, Washington License Plate: 7678TK,
4 VIN 4APCB191371000664.

5 5. JEWELRY

6 All precious gemstones, precious metals and jewelry seized on or
7 about April 6, 2010, from Doris and Dennis Nelson, described herein
8 in paragraph 76, subparagraph 5.

9 78. INTERNATIONAL MONEY LAUNDERING

10 The allegations contained in Counts 94 - 110 of this Indictment are hereby
11 realleged and incorporated by reference for the purpose of alleging forfeitures
12 pursuant to 18 U.S.C. § 982(a)(1).

13 Upon conviction of the international money laundering offenses, in
14 violation of 18 U.S.C. §§ 1956(a)(2)(A), and 2, set forth in Counts 94 - 110 of this
15 Indictment, the Defendant, Doris E. Nelson, and Corporate Defendants, shall
16 forfeit to the United States of America, pursuant to 18 U.S.C. § 982(a)(1) any
17 property, which constitutes or is derived from proceeds obtained directly or
18 indirectly as a result of such violation(s). The property to be forfeited includes,
19 but is not limited to, the following:

20 1. REAL PROPERTY

21 Real property located at 1801 West Broadway Avenue, Spokane,
22 Washington, legally described as follows:

23 Lots 11 and 12, Block 3, IDE AND KAUFMAN'S ADDITION, as per
24 plat recorded in Volume "A" of Plats, page 67, records of Spokane
25 County;

26 Situate in the City of Spokane, County of Spokane, State of
27 Washington.

28 Together with all appurtenances, fixtures, attachments, and
improvements therefo and thereupon.

Subject to easements, restrictions, reservations and covenants of
record.

2. MONEY JUDGMENT

1 A sum of money equal to \$847,765.33 in United States currency,
2 representing the total amount of gross proceeds obtained as a result of
the international money laundering offense(s).

3 3. U.S. CURRENCY

4 -Approximately \$8,280.00 in United States currency seized by FBI
5 from Doris and Dennis Nelson, on or about April 6, 2010, in Colbert,
Washington.

6 4. CONVEYANCES

7 -2008 Mercedes-Benz S550, Washington License Plate 455 XHZ,
8 VIN: WDDNG86X98A180613;

9 -2008 Chevrolet Corvette, Washington License Plate 407 YDA, VIN:
1G1YY36W885119060;

10 -2007 Yamaha snowmobile, Model Number: RXW10WB,
11 Washington License Plate: 184052S, VIN: JYE8FT0057A006295;

12 -2007 Yamaha snowmobile, Model Number: RXW10WB,
Washington License Plate: 184053S, VIN: JYE8FT0027A006996;

13 -2008 Newmans Snowmobile Trailer, Model Number: 1STAV811-1,
14 Washington License Plate: 3131UG, VIN: 5A8AF141772045724;

15 -2007 Crownline 19ft Boat, HIN: JTC67539J607, Registration
Number: WN9447NU; and,

16 -2007 Heritage Boat Trailer, Washington License Plate: 7678TK,
17 VIN 4APCB191371000664.

18 5. JEWELRY

19 All precious gemstones, precious metals and jewelry seized on or
20 about April 6, 2010, from Doris and Dennis Nelson, described herein
in paragraph 76, subparagraph 5.

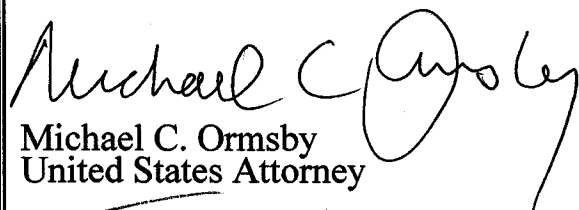
21 If any of the above-described forfeitable property, as a result of any
22 act or omission of the defendant(s):

- 23 (a) cannot be located upon the exercise of due diligence;
24 (b) has been transferred or sold to, or deposited with, a third party;
25 (c) has been placed beyond the jurisdiction of the court;
26 (d) has been substantially diminished in value; or
27 (e) has been commingled with other property which cannot be divided
28 without difficulty;

1 it is the intent of the United States, pursuant to 21 U.S.C. § 853(p) as incorporated
2 by 18 U.S.C. § 981(b)(1) as incorporated by 28 U.S.C. § 2461, and/or 18 U.S.C.
3 § 982(b), to seek forfeiture of any other property of said defendant(s) up to the
4 value of the forfeitable property described above.

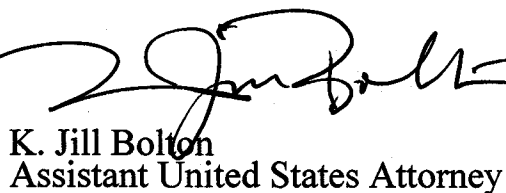
5
6 DATED this 16TH day of November, 2011.

7 A TRUE BILL

8
9
10 
11 Michael C. Ormsby
12 United States Attorney

~~Foreperson~~

13 
14 Tyler H. L. Tornabene
15 Assistant United States Attorney

16 
17 K. Jill Bolton
18 Assistant United States Attorney