

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

**UNITED STATES OF AMERICA,**

Plaintiff,

v.

**MARTY LAYNE BRICKEY,**  
[DOB: 09/06/1970],

Defendant.

**No. 14-03038-01-CR-S-DGK**

**COUNTS 1-10:**

18 U.S.C. § 1343

NMT 20 Years Imprisonment

NMT \$250,000 Fine

NMT 3 Years Supervised Release

Class C Felony

**COUNTS 11-23:**

18 U.S.C. § 1957

NMT 10 Years Imprisonment

NMT \$250,000 Fine, or Twice the Amount

Involved in the Transaction

NMT 3 Years Supervised Release

Class C Felony

**COUNTS 24-30:**

26 U.S.C. § 7202

NMT 5 Years Imprisonment

NMT \$250,000 Fine

NMT 3 Year Supervised Release

Class D Felony

Mandatory Restitution (Counts 1-10)

\$100 Special Assessment (Each Count)

**SUPERSEDING INDICTMENT**

**THE GRAND JURY CHARGES:**

At all times relevant to the charges in this Indictment:

1. The defendant, **MARTY LAYNE BRICKEY** (“BRICKEY”), was a resident of Republic, in Greene County, Missouri. Since approximately 2012, BRICKEY held a commission as a Reserve Deputy Sheriff in Christian County, Missouri (“Christian County”). BRICKEY owned and operated the following companies, each of which had the stated purpose of marketing, promoting and managing software development: Interzone Entertainment, LLC;

Big Collision Games, LLC; MasterTitle Games, Inc.; Spectacle Games; and Zoonik USA, Inc. BRICKEY also owned and controlled Studio Avenue, Inc.

2. Interzone Entertainment, LLC (“Interzone”), a Missouri company, Corporate Charter No. LC0739796, was a business originally registered with the Missouri Secretary of State in 2006. Interzone had offices located in Springfield, Missouri; Chicago, Illinois; Perth, Australia; Belo Horizonte, Brazil; and in China. Interzone Entertainment ceased operations in or around February 2010, and was dissolved on or about December 31, 2011.

3. Big Collision Games, LLC (“Big Collision”) was a Texas company, Corporate Charter No. 0801294189. Big Collision also had an office located in Dublin, Ireland. Big Collision held a bank account at Bank of America, N.A., in Springfield, Missouri and received its bank correspondence at 3519 South Valley View Avenue, Springfield, Missouri. Big Collision actively used this bank account from approximately 2010 through 2011.

4. MasterTitle Games, Inc. (“MasterTitle”), a Texas company, Corporate Charter No. 0801459677, maintained an office at 401 Congress Avenue Suite 1540, Austin, Texas. MasterTitle held bank accounts at Bank of America, N.A., and Wells Fargo Bank, N.A., both in Austin, Texas. MasterTitle actively used these bank accounts from approximately 2011 through 2013.

5. Spectacle Games, Inc. (“Spectacle”), a Texas company, Corporate Charter No. 0801505753, maintained an office at 401 Congress Avenue Suite 1540, Austin, Texas. Spectacle held bank accounts at Bank of America, N.A., and Wells Fargo Bank, N.A., both in Austin, Texas. Spectacle actively used these bank accounts from approximately 2011 through 2013.

6. Studio Avenue, Inc. (“Studio Avenue”), a Texas company, Corporate Charter No. 0801463331, was a business originally registered with the State of Texas.

7. Zoonik USA, Inc. (“Zoonik”), a Texas company, Corporate Charter No. 0801834609, received its bank correspondence at 3519 South Valley View Avenue, Springfield, Missouri. Zoonik held a bank account at Regions Financial (also known as “Regions Bank”) in Springfield, Missouri, which it actively used from approximately 2013 through 2014.

### **The Scheme**

8. Between January 2008 and January 2014, said dates being approximate, the defendant, **MARTY LAYNE BRICKEY**, devised and executed a scheme to defraud individuals identified herein as “W.F.M.,” “J.P.M.,” “W.H.M.,” “J.C.,” “P.B.,” and “D.B.” and others known and unknown to the Grand Jury, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

9. It was part of BRICKEY’s scheme that:

A. BRICKEY owned and operated the following companies for the stated purpose of marketing, promoting and managing software development: Interzone, Big Collision, MasterTitle, Spectacle, and Zoonik.

B. BRICKEY solicited individuals to invest in his companies, telling them their investment funds would be used to bring a video game to market and they would share in the profits.

C. BRICKEY made false statements to potential investors regarding the amount of capital he had raised from other investors, and how close his companies were to bringing a product to market.

D. BRICKEY further promised potential investors that if, after a period of time (12, 18 or 24 months), they were unhappy with their investments, he would buy back their shares at double the price they had paid.

E. BRICKEY sometimes told potential investors he was working with, or close to receiving investments from, various celebrities and important persons, including Shaquille O’Neal, Kanye West, Kim Kardashian, and the Sheik of Abu Dhabi, and various corporate entities.

F. BRICKEY sometimes told potential investors he needed funds for specific purposes, such as to pay licensing fees.

G. BRICKEY instructed investors to send funds via wire transfer to his companies' bank accounts. BRICKEY also accepted checks from investors. Due to the nature of the banking system, and the fact that banks' computer systems communicated with each other using computer servers in diverse locations, both wire transfers and the deposit and clearing of checks caused wire transmissions to be sent in interstate commerce.

H. Once in possession of the investors' funds, BRICKEY used a substantial amount of those funds to pay his personal expenses unrelated to the development and marketing of any video game, and to repay prior investors who had demanded the return of their money.

10. Between in or around January 11, 2008, and the present, BRICKEY received investment funds totaling more than \$14.5 million dollars from individual investors. None of BRICKEY's companies brought a video game to market, and the total revenue of BRICKEY's companies during this time period was approximately \$2,281.97.

**COUNTS 1-3**  
**(Wire Fraud)**

**Introductory Allegations**

11. The factual allegations contained in Paragraphs One through Ten (1-10) of this Indictment are hereby re-alleged and incorporated as though fully set forth herein.

12. In or around July of 2009, at or near Springfield, Missouri, BRICKEY met with W.F.M., J.P.M. and W.H.M. about investing in Interzone. At the meeting, the defendant represented to W.F.M., J.P.M. and W.H.M. their investment money would be used to bring Interzone's soccer video game to market. BRICKEY further promised W.F.M., J.P.M. and W.H.M. that if after one year they were unhappy with their investment, he would buy back their shares at double the price they had paid.

13. On or about July 17, 2009, after W.F.M., J.P.M. and W.H.M. agreed to invest \$300,000 each in Interzone, BRICKEY instructed them to wire funds to Interzone's account, ending in 7621, held at Bank of America, in Springfield, Missouri.

### **Wire Fraud**

14. On or about each of the dates set forth below, in Greene County, in the Western District of Missouri, and elsewhere, the defendant **MARTY LAYNE BRICKEY**, for the purpose of executing the scheme described above, caused to be transmitted by means of wire communication in interstate commerce writings, signs, signals and pictures, namely described below for each count, each transmission constituting a separate count:

<u>Count</u>	<u>Date</u>	<u>Origin</u>	<u>Destination</u>	<u>Amount</u>
1	07/17/2009	Citibank (New York, NY) Morgan Stanley acct. ending 9360	Bank of America (Springfield, MO) acct. ending 7621 (held by Interzone Entertainment, LLC)	\$300,000
2	07/17/2009	Citibank (New York, NY) Morgan Stanley acct. ending 7790	Bank of America (Springfield, MO) acct. ending 7621 (held by Interzone Entertainment, LLC)	\$300,000
3	07/17/2009	Citibank (New York, NY) Morgan Stanley acct. ending 6720	Bank of America (Springfield, MO) acct. ending 7621 (held by Interzone Entertainment, LLC)	\$300,000

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

### **COUNTS 4-7** **(Wire Fraud)**

### **Introductory Allegations**

15. The factual allegations contained in Paragraphs One through Fourteen (1-14) of this Indictment are hereby re-alleged and incorporated as though fully set forth herein.

16. Between approximately September 2008, and December 2012, in or near Springfield, Missouri, BRICKEY solicited J.C., to invest funds in Interzone, Big Collision, MasterTitle, and Spectacle. BRICKEY represented to J.C. that his investment funds would be used to develop and bring to market for sale video games of his companies. During that period, BRICKEY persuaded J.C. to invest at least \$799,970 in his video game companies.

17. On or about May 21, 2010, after J.C. agreed to invest \$145,000 in Interzone, BRICKEY instructed J.C. to wire funds to Interzone's Bank of America account ending 7621, in Springfield, Missouri.

18. On or about September 7, 2011, after J.C. agreed to invest \$50,000 in Big Collision, BRICKEY instructed J.C. to wire funds to Big Collision's Bank of America account ending 1393 in Springfield, Missouri.

19. In or around November 2011, BRICKEY solicited \$250,000 from J.C. for the purpose of paying a licensing fee on behalf of Spectacle, for which BRICKEY told J.C. he would receive an ownership interest in Spectacle. However, in truth and in fact, as BRICKEY then well knew, the actual amount of the licensing fee was only \$150,000. BRICKEY instructed J.C. to wire the \$250,000 to Studio Avenue's Bank of America account ending 1688.

20. On or about November 17, 2011, after J.C. wired BRICKEY the \$250,000 in two installments (November 14, 2011 and November 17, 2011), BRICKEY wired \$150,000 to MMO JOE, to pay the licensing fee for Spectacle.

21. In or around late November 2011, BRICKEY spent most of the remaining \$100,000 on personal expenditures not pertaining to Spectacle, including approximately \$25,000 in cash withdrawals; a \$1,900 cashier's check to his girlfriend, J.B.; a \$3,000 cashier's check to himself; and a \$38,000 wire transfer to FMK Holdings, of which he used \$18,500 to purchase gold coins at the Ozark Coin Company.

### **Wire Fraud**

22. On or about each of the dates set forth below, in Greene County, in the Western District of Missouri, and elsewhere, the defendant **MARTY LAYNE BRICKEY**, for the purpose of executing the scheme described above, caused to be transmitted by means of wire communication in interstate commerce writings, signs, signals and pictures, namely described below for each count, each transmission constituting a separate count:

<u>Count</u>	<u>Date</u>	<u>Origin</u>	<u>Destination</u>	<u>Amount</u>
4	05/21/2010	Wells Fargo Bank (San Francisco, CA) Charles Schwab and Co., Inc. acct. ending 8823	Bank of America (Springfield, MO) acct. ending 7621 (held by Interzone Entertainment, LLC)	\$145,000
5	09/07/2011	Wells Fargo Bank (San Francisco, CA) Charles Schwab and Co., Inc. acct. ending 8823	Bank of America (Springfield, MO) acct. ending 1393 (held by Big Collision Games US LLC)	\$50,000
6	11/14/2011	Wells Fargo Bank (San Francisco, CA) Charles Schwab and Co., Inc. acct. ending 8823	Bank of America (Austin, TX) acct. ending 1688 (held by Studio Avenue, Inc.)	\$175,000
7	11/17/2011	Wells Fargo Bank (San Francisco, CA) Charles Schwab and Co., Inc. acct. ending 8823	Bank of America (Austin, TX) acct. ending 1688 (held by Studio Avenue, Inc.)	\$75,000

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

**COUNT 8**  
**(Wire Fraud)**

**Introductory Allegations**

23. The factual allegations contained in Paragraphs One through Twenty-Two (1-22) of this Indictment are hereby re-alleged and incorporated as though fully set forth herein.

24. In or around January 26, 2011, BRICKEY met with P.B., about investing in Big Collision. At the meeting, BRICKEY represented to P.B. that Big Collision's video game(s) were about to be brought to market for sale. BRICKEY told P.B. that he needed investors to finish bringing Big Collision's video game(s) to market.

25. On or about January 27, 2011, via electronic mail, BRICKEY guaranteed P.B. that after 18 months, he would buy back his shares for double the amount P.B. had invested, if P.B. so chose, and further advised P.B. that he expected a five to ten times return on the investment.

26. On or about February 1, 2011, after P.B. agreed to invest \$100,000 in Big Collision, BRICKEY instructed him to wire the funds to Big Collision's Bank of America account, ending in 1393, in Springfield, Missouri.

27. After P.B. wired the \$100,000 to Big Collision on February 1, 2011, BRICKEY on February 2, 2011, used a substantial portion of the funds for transactions unrelated to Big Collision, including the following: (a) he transferred \$48,560 to Interzone, (b) he withdrew \$8,000 in cash; and (c) he transferred \$7,500 to his personal bank account at Bank of America, in Springfield, Missouri, ending in 6704.

### **Wire Fraud**

28. On or about February 1, 2011, in Greene County, in the Western District of Missouri, and elsewhere, the defendant **MARTY LAYNE BRICKEY**, for the purpose of executing the scheme described above, caused to be transmitted by means of wire communication in interstate commerce writings, signs, signals and pictures, namely: a wire transfer of \$100,000 from First Eagle Bank, in Hanover Park, Illinois, account ending 2804, held by P.B., to Bank of America, in Springfield, Missouri, account ending in 1393, held by Big Collision Games, US LLC.

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

### **COUNTS 9-10** **(Wire Fraud)**

### **Introductory Allegations**

29. The factual allegations contained in Paragraphs One through Twenty-Eight (1-28) of this Indictment are hereby re-alleged and incorporated as though fully set forth herein.

30. In or around early January 2013, BRICKEY solicited D.B. to invest in MasterTitle, by representing to D.B. that MasterTitle had approximately nine video games that would be brought to market within the next year to year and a half, one game as soon as a few



months. BRICKEY told D.B. that he needed investor funds to finish bringing the video games to market. BRICKEY also told D.B. that he would pay D.B. double his investment, if D.B. so desired.

31. On or about January 9, 2013, in St. Louis, Missouri, BRICKEY and D.B. executed a contract for D.B. to invest \$100,000 in MasterTitle, for 100,000 shares in the corporation, with D.B. having the option to sell the shares back to the corporation at \$2.00 per share after 24 months. BRICKEY instructed D.B. to write a check to MasterTitle Games, Inc., which D.B. did on January 9, 2013.

32. On or about January 10, 2013, BRICKEY deposited D.B.'s \$100,000 check, payable to MasterTitle Games, Inc., drawn on D.B.'s Commerce Bank account ending 8090 in Kansas City, Missouri, to the Wells Fargo Bank, N.A., account ending 1476, held by MasterTitle Games, Inc., in Austin, Texas. This resulted in a wire transmission from Commerce Bank, in Kansas City, Missouri, to Wells Fargo Bank, N.A., in Austin, Texas.

33. On or about February 6, 2013, after D.B. agreed to invest an additional \$100,000 in MasterTitle, BRICKEY instructed D.B. to again write a check to MasterTitle Games, Inc., which D.B. did on February 6, 2013.

34. On or about February 8, 2013, BRICKEY deposited D.B.'s \$100,000 check, payable to MasterTitle Games, Inc., drawn on D.B.'s Commerce Bank account ending 8090 in Kansas City, Missouri, to the Wells Fargo Bank, N.A., account ending 1476, held by MasterTitle Games, Inc., in Austin, Texas. This resulted in a wire transmission from Commerce Bank, in Kansas City, Missouri, to Wells Fargo Bank, N.A., in Austin, Texas.

35. After depositing D.B.'s \$100,000 check into MasterTitle's account on February 8, 2013, BRICKEY on February 13, 2013, used a substantial portion of the funds for a transaction unrelated to MasterTitle; specifically, he wrote check number 1045, drawn on the Wells Fargo Bank, N.A., account ending 1476, held by MasterTitle Games, Inc., in Austin, Texas, in the

amount of \$50,000, payable to J.C., in order to repay a loan by J.C. to BRICKEY that BRICKEY had used to repay a prior investor.

### **Wire Fraud**

36. On or about each of the dates set forth below, in Greene County, within the Western District of Missouri, and elsewhere, the defendant **MARTY LAYNE BRICKEY**, for the purpose of executing the scheme described above, caused to be transmitted by means of wire communication in interstate commerce writings, signs, signals and pictures, namely the transmission of funds via the automated clearing house (ACH) transactions described below for each count, each transmission constituting a separate count:

<u>Count</u>	<u>Date</u>	<u>Origin</u>	<u>Destination</u>	<u>Amount</u>
9	01/10/2013	Commerce Bank (Kansas City, MO) acct. ending 8090 (held by D.B.)	Wells Fargo Bank (Austin, TX) acct. ending 1476 (held by MasterTitle Games Inc)	\$100,000
10	02/08/2013	Commerce Bank (Kansas City, MO) acct. ending 8090 (held by D.B.)	Wells Fargo Bank, N.A. (Austin, TX) acct. ending 1476 (held by MasterTitle Games Inc)	\$100,000

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

### **COUNTS 11-23** **(Money Laundering)**

37. The factual allegations contained in Paragraphs One through Thirty-Six (1-36) of this Indictment are hereby re-alleged and incorporated as though fully set forth herein.

38. As to each Count set forth below, on or about each of the dates set forth below, in Greene County, within the Western District of Missouri, and elsewhere, the defendant, **MARTY LAYNE BRICKEY**, knowingly engaged and attempted to engage in a monetary transaction by, through, and to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, that is the transfer of funds, namely the wire

transfers and checks identified below in each individual count, such property having been derived from a specified unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, each transaction constituting a separate count:

<u>Count</u>	<u>Date</u>	<u>Origin</u>	<u>Destination</u>	<u>Amount</u>
11	7/17/2009	Bank of America (Springfield, MO), acct. ending 7621 (held by Interzone Entertainment, LLC)	Bank of America (Springfield, MO), acct. ending 6704 (held by Marty Brickey and Christine J. Brickey)	\$25,000
12	7/17/2009	Bank of America (Springfield, MO), acct. ending 7621 (held by Interzone Entertainment, LLC)	Mid-Missouri Bank (Springfield, MO), acct. ending 5016 (held by Marty L. Brickey and Christine J. Brickey)	\$13,000
13	7/17/2009	Bank of America (Springfield, MO), acct. ending 7621 (held by Interzone Entertainment, LLC)	Arvest Bank (Fayetteville, AR), acct. ending 5547 (held by Anthony L. Cruse Revocable Trust)	\$100,000
14	7/17/2009	Bank of America (Springfield, MO), acct. ending 7621 (held by Interzone Entertainment, LLC)	Guaranty Bank (Springfield, MO), acct. ending 6881 (held by Putnam Orthopedics)	\$95,000
15	7/20/2009	Bank of America (Springfield, MO), acct. ending 7621 (held by Interzone Entertainment, LLC)	Citibank (O'Fallon, MO), acct. ending 5924 (held by Marty Brickey, ATF Revocable Trust Agreement of MA)	\$160,000
16	7/30/2009	Bank of America (Springfield, MO), acct. ending 7621 (held by Interzone Entertainment, LLC)	Bank of America (Las Vegas, NV), acct. ending 0553 (held by County of Clark, District Attorney Check Restitution Trust)	\$53,200
17	5/21/2010	Bank of America (Springfield, MO), acct. ending 7621 (held by Interzone Entertainment, LLC)	Bank of America (Springfield, MO), acct. ending 9392 (held by Lane Morgan Media Inc)	\$45,000
18	2/2/2011	Bank of America (Springfield, MO), acct. ending 1393 (held by Big Collision Games US LLC)	Bank of America (Springfield, MO), acct. ending 7621 (held by Interzone Entertainment, LLC)	\$48,560
19	9/08/2011	Bank of America (Springfield, MO), acct. ending 1393 (held by Big Collision Games US LLC)	Liberty Bank (Springfield, MO), acct. ending 6955 (held by J.P.)	\$23,000

<u>Count</u>	<u>Date</u>	<u>Origin</u>	<u>Destination</u>	<u>Amount</u>
20	11/28/2011	Bank of America (Austin, TX), acct. ending 1688 (held by Studio Avenue, Inc.)	Horizon Bank (Austin, TX), acct. ending 4131 (held by FMK Holdings, LLC)	\$28,000
21	1/14/2013	Wells Fargo Bank, N.A. (Austin, TX), acct. ending 1476 (held by MasterTitle Games Inc.) [Check #1027]	M.T. (Springfield, MO)	\$39,000
22	1/14/2013	Wells Fargo Bank, N.A. (Austin, TX), acct. ending 1476 (held by MasterTitle Games Inc.) [Check #1026]	J.T. (Springfield, MO)	\$55,000
23	2/13/2013	Wells Fargo Bank, N.A. (Austin, TX), acct. ending 1476 (held by MasterTitle Games Inc.) [Check #1045]	J.C. (Springfield, MO)	\$50,000

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

**COUNTS 24-30**  
(Willful Failure to Pay Employment Tax)

**Introductory Allegations**

39. The factual allegations contained in Paragraphs One through Thirty-Eight (1-38) of this Indictment are hereby re-alleged and incorporated as though fully set forth herein.

40. In or around August 2006, the defendant, **MARTY LAYNE BRICKEY**, acquired control of Interzone Entertainment, LLC (“Interzone”). From, in or around, August 2006, and continuing until, in or around, December 2011, BRICKEY acted as Interzone’s President. BRICKEY exercised control over every aspect of Interzone’s business affairs, approved all payments by the company, and controlled all of Interzone’s bank accounts.

41. At all times relevant to this Indictment, Interzone owed payroll taxes from its employees’ paychecks, including federal income taxes, Medicare, and Social Security taxes (often referred to as Federal Insurance Contribution Act or “FICA” taxes). These taxes will be referred to in this Indictment collectively as “payroll taxes.”

42. At all times relevant to this Indictment, Interzone was required to make deposits of the payroll taxes to the Internal Revenue Service on a periodic basis. In addition, Interzone was required to file with the Internal Revenue Service (“IRS”) and Social Security Administration (“SSA”), following the end of each calendar quarter, an Employer’s Quarterly Federal Income Tax Return (Form 941), setting forth the total amount of wages and other compensation subject to withholding, the total amount of income tax withheld, the total amount of social security and Medicare taxes due, and the total tax deposits.

43. As President of Interzone, BRICKEY was a “responsible person,” that is, he had the corporate responsibility to collect, truthfully account for, and pay over to the IRS Interzone’s payroll taxes.

44. Between in or around April 2009, and in or around June 2011, BRICKEY caused Interzone to make hundreds of thousands of dollars of expenditures for BRICKEY’s personal benefit while, at the same time, failing to pay over to the IRS, payroll tax due from Interzone’s employees’ paychecks.

45. Altogether, during the seven calendar quarters set forth below, Interzone failed to account for and pay over approximately \$102,813.68 in payroll taxes, in the amounts set forth below:

<b>Tax Period</b>	<b>Amount</b>
Second Quarter of 2009	\$15,031.78
Third Quarter of 2009	\$30,198.54
First Quarter of 2010	\$11,940.97
Second Quarter of 2010	\$21,250.54
Fourth Quarter of 2010	\$8,286.05
First Quarter of 2011	\$5,856.70
Second Quarter of 2011	\$10,249.10

**Failure to Account For and Pay Over Employment Tax**

46. Beginning on or about April 1, 2009 and continuing up to and including on or about July 31, 2011, in Greene County, within the Western District of Missouri, and elsewhere, the defendant, **MARTY LAYNE BRICKEY**, who was the President of Interzone Entertainment, LLC, a limited liability company, with its principal place of business in Springfield, Missouri, and who was required to deduct and collect from the total taxable wages of his employees federal income taxes and Federal Insurance Contributions Act taxes, willfully failed to truthfully account for and pay over to the Internal Revenue Service said federal income taxes and Federal Insurance Contributions Act taxes due and owing to the United States on behalf of Interzone Entertainment, LLC and its employees, for each of the following quarters, with each calendar quarter constituting a separate count of this Indictment:

COUNT	QUARTER
24	Second Quarter of 2009
25	Third Quarter of 2009
26	First Quarter of 2010
27	Second Quarter of 2010
28	Fourth Quarter of 2010
29	First Quarter of 2011
30	Second Quarter of 2011

All in violation of Title 26, United States Code, Section 7202, and Title 18, United States Code, Section 2.

**A TRUE BILL**

/s/  
FOREPERSON OF THE GRAND JURY

/s/ Steven M. Mohlhenrich  
STEVEN M. MOHLHENRICH  
Assistant United States Attorney

DATED: 05/06/2015

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI

CRIMINAL CASE COVER SHEET

County of Offense / Division of Filing

Greene / Southern

Matter to be Sealed

☐ Secret Indictment

☐ Juvenile

**Defendant Information**

Defendant Name: Marty Layne Brickey

Alias Name:

Birth Date: 09/06/1970

**Related Case Information**

Superseding Indictment? ☒ Yes ☐ No If yes, original case number: 14-03038-CR-S-DGK

New Defendant(s)? ☐ Yes ☒ No

Prior Complaint Case Number, if any:

Prior Target Letter Case Number, if any:

**U.S. Attorney Information**

AUSA Steven Mohlhenrich

**Interpreter Needed?**

☐ Yes Language and/or Dialect:

☒ No

**Location Status**

Arrest Date:

☐ Currently in Federal Custody

☐ Currently in State Custody

☐ Currently on Bond

Writ Required? ☐ Yes ☐ No

Warrant Required? ☐ Yes ☐ No

**U.S.C. Citations**

Total # of Counts 30

Set	Index Key & Description of Offense Charged	Count(s)
1	18:1343.F "FRAUD BY WIRE, RADIO, OR TELEVISION"	1-10
2	18:1957-4601.F FRAUD, BANK	11-23
3	26:7202.F WILLFUL FAILURE TO COLLECT/PAY OVER TAX	24-30
4		

(May be continued on reverse)