

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA : **CRIMINAL NO. 10-**
v. : **DATE FILED: _____**
SHAWN KINNINGHAM, : **VIOLATION:**
a/k/a "Shawn Smith" : **18 U.S.C. § 1343 (wire fraud - 1 count)**

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this information:

1. New World Aviation, Inc., ("New World") was a New Jersey corporation headquartered at 3405 Airport Road in Allentown, Pennsylvania.
2. Defendant SHAWN KINNINGHAM falsely represented himself to New World and various transport businesses to be the president of "Primerica Financial Services" and that he had sufficient funds and credit to pay for transportation services. In fact, defendant KINNINGHAM was unemployed and did not have sufficient credit or funds.

THE SCHEME

3. From in or about September 2008 through in or about May 2009, defendant

**SHAWN KINNINGHAM,
a/k/a "Shawn Smith,"**

devised and intended to devise a scheme to defraud New World and other transport businesses to obtain money and property by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

4. On or about October 2, 2008, defendant SHAWN KINNINGHAM contacted New World and scheduled air travel from Portsmouth, Ohio, to Williamsburg, Kentucky, on October 3, 2008, and from Williamsburg, Kentucky, to Portsmouth, Ohio, on October 5, 2008. Defendant KINNINGHAM falsely claimed to be President of Primerica Financial Services and that he had sufficient credit to pay for the trip. In fact, defendant KINNINGHAM was unemployed and did not have sufficient credit. He presented a credit card to pay for the trip knowing that he did not have sufficient credit to cover the costs and the card was later declined. New World suffered a loss for this trip of approximately \$45,262.38.

5. On or about October 6, 2008, defendant SHAWN KINNINGHAM booked air travel with New World from Portsmouth, Ohio, to Santa Monica, California, and a return trip on October 12, 2008. Knowing he did not have sufficient credit to cover the costs of the trip, defendant KINNINGHAM presented a credit card and the card was later declined. New World suffered a loss for this trip of approximately \$88,997.20.

6. In or about September 2008, defendant SHAWN KINNINGHAM contacted Executive Choice Limousine in Blue Ash, Ohio, and arranged for limousine service from McDermott, Ohio, to Middlesburg, Kentucky, on four separate occasions between September 14, 2008, and September 19, 2008. Defendant KINNINGHAM falsely stated that he was the president of Primerica Financial Services and that Executive Choice could bill Primerica Financial Services. When Executive Choice attempted to do so, Executive Choice learned that defendant KINNINGHAM had lied about his employment. Executive Choice suffered a loss of

approximately \$8,818.40 for the services provided to defendant KINNINGHAM.

7. On or about October 3, 2008, defendant SHAWN KINNINGHAM contacted Helistar, located in Nashville, Tennessee and arranged for helicopter aviation service between Nashville, Tennessee, and several locations in Kentucky on three occasions during October 2008. Knowing that he did not have sufficient credit to cover the costs and that he did not have sufficient funds in his checking account, defendant KINNINGHAM provided two credit cards and a personal check as payment for these trips. The credit cards were declined and the check bounced. Helistar suffered a loss of approximately \$18,000 for the services provided to defendant KINNINGHAM.

8. On or about October 19, 2008, defendant SHAWN KINNINGHAM contacted Alpha Aviation, located in Morristown, Kentucky, and chartered a Cessna for transportation from Middlesboro, Kentucky, to Portsmouth, Ohio, on October 20, 2008. Knowing he did not have sufficient funds in his account, defendant KINNINGHAM provided a personal check, which bounced. Alpha Aviation suffered a loss of approximately \$2,501.65 for the services provided to defendant KINNINGHAM.

9. In or about May 2009, defendant SHAWN KINNINGHAM contacted Landmark Aviation in Winston Salem, North Carolina, and arranged for air transportation services from Lexington, Kentucky, to Los Angeles, California, on May 7, 2009. After the aircraft arrived in Kentucky to pick up defendant KINNINGHAM, he was unable to guarantee payment and Landmark Aviation refused to provide any further services. Landmark Aviation suffered a loss of approximately \$3,991.88 for the services provided to defendant KINNINGHAM.

10. As a result of the scheme, defendant SHAWN KINNINGHAM defrauded New World of approximately \$134,259.58 and the four additional victims of an additional \$33,311.53, for a total loss of \$167,571.51.

11. On or about October 2, 2008, in the Eastern District of Pennsylvania, and elsewhere, defendant

**SHAWN KINNINGHAM,
a/k/a “Shawn Smith,”**

for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds, that is, a facsimile transmission from Middlesboro, Kentucky, to Allentown, Pennsylvania, of a document entitled “Quote for Aircraft Services,” which was an authorization form from defendant KINNINGHAM to New World Aviation charging a Visa credit card for aircraft services in the amount of \$45,262.38.

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

ZANE DAVID MEMEGER
United States Attorney