IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO: <u>11-</u>
v.	:	DATE FILED:
IGOR PRONIN	:	VIOLATION: 18 U.S.C. § 1344 (bank fraud – 1 count)

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times relevant to this information:

1. First Niagara Bank and Univest were financial institutions with offices located in the Eastern District of Pennsylvania, the deposits of which were each insured by the Federal Deposit Insurance Corporation ("FDIC") (hereinafter referred to as "the banks").

2. Defendant IGOR PRONIN was authorized to conduct financial transactions on multiple bank accounts as an authorized signor at both First Niagara Bank and Univest for bank accounts including but not limited to a bank account in the name of NIKA Trade, Inc., Feasterville, Pennsylvania at First Niagara Bank and bank accounts in the names of Ambela Auto Trading, Inc., d/b/a Superior Auto Trade, d/b/a South Philly Leasing, Langhorne, Pennsylvania and Igor V. Pronin at Univest.

 Bensalem Check Cashing was a check cashing business located at
2214 Street Road, Bensalem, Pennsylvania, that cashed personal and business checks for a fee and provided its customers with immediate cash.

4. Defendant IGOR PRONIN conducted transactions, that is, issued checks

and made deposits both in cash and by check, in the banks accounts listed in paragraph two above.

5. From in or about May 2010 to in or about July 2010, defendant

IGOR PRONIN

knowingly executed, and attempted to execute, a scheme to defraud the financial institutions listed in paragraph 1 above, and to obtain monies owned by and under the care, custody, and control of these financials institutions by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

6. It was part of the scheme that defendant IGOR PRONIN engaged in a check kite by issuing checks written against each of the aforementioned accounts at the banks, and depositing those checks into the accounts at the banks other than those upon which the checks were drawn, knowing that there would be insufficient funds on deposit to cover the checks being issued, and causing the accounts into which the checks were deposited to reflect falsely inflated balances.

It was further part of the scheme that:

7. Defendant IGOR PRONIN wrote checks on the accounts at the banks knowing that there were insufficient funds in the issuing bank accounts, and cashed these checks at Bensalem Check Cashing. PRONIN then re-deposited a portion of the cash he received from the checks back into the issuing banks in order to offset portions of the kited checks, and to conceal negative balances.

8. Defendant IGOR PRONIN continued to write checks in increasing

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amounts back and forth among the bank accounts at the banks in order to continue to artificially inflate the account balances, making it appear that he had more money than he actually had in each account. PRONIN also continued to cash checks drawn on the bank accounts with check cashers and redeposit portions of the cashed checks into the bank accounts in order to make it appear that he had more money than he actually had in each account.

9. Between May 2010 and July 2010, defendant IGOR PRONIN caused a loss of approximately \$658,979.91 to First Niagara Bank as the result of the check kite.

In violation of Title 18, United States Code, Section 1344.

ZANE DAVID MEMEGER UNITED STATES ATTORNEY