

FILED

OCT 22 2009

**U. S. DISTRICT COURT
E. DISTRICT OF MO.**

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
KATHERINE A. MOCK, and)
ELAIN KAY YOUNG,)
)
Defendants.)

No. **4:09CR 00679HEA**

INDICTMENT

COUNT ONE

The Grand Jury charges that:

INTRODUCTION

1. At all times pertinent to this Indictment:

(a) **ELAIN KAY YOUNG** was a resident of Adair County, Missouri, residing in Novinger, Missouri.

(b) **KATHERINE A. MOCK** was a resident of Barry County, Missouri, residing in Cassville, Missouri.

(c) Melvin B. Griesbauer, now deceased, was a resident of Adair County, Missouri, residing at 17631 Penny Royal Road, Novinger, Missouri 63559.

THE CONSPIRACY

2. From in or about 2005, the exact beginning date being unknown to the Grand Jury, up to and through 2009 and the time of this Indictment, in the Eastern District of Missouri, and elsewhere,

**KATHERINE A. MOCK, and
ELAIN KAY YOUNG,**

the defendants herein, together with other persons both known and unknown to the Grand Jury, did unlawfully, knowingly, and intentionally combine, conspire and agree to commit an offense against the United States of America, that is, the crime of murder for hire in violation of Title 18, United States Code, Section 1958, by using and causing another to use the United States mails and other facilities in interstate commerce with the intent that the murder of Melvin B. Griesbauer be committed in violation of the laws of the State of Missouri, as consideration for the receipt of, and as consideration for a promise and agreement to pay things of pecuniary value, namely money, along with other benefits. Said conspiracy offense resulted in the death of Melvin B. Griesbauer on March 23, 2006.

OBJECT AND PURPOSE

3. The objects and purposes of the conspiracy were the murder of **ELAIN KAY YOUNG'S** husband, Melvin B. Griesbauer, and the obtaining of money and property as a result of and in exchange for the commission of Melvin B. Griesbauer's murder.

4. More specifically, **ELAIN KAY YOUNG** sought to have her husband, Melvin B. Griesbauer, murdered and, further, she sought money and property.

5. **ELAIN KAY YOUNG** knew that her husband, Melvin B. Griesbauer, had a basic life insurance policy issued by the Army And Air Force Mutual Aid Association ("AAFMA") through Melvin B. Griesbauer's service in the United States Army National Guard. Melvin B. Griesbauer named his wife, **ELAIN KAY YOUNG**, as the beneficiary to that policy. **ELAIN KAY YOUNG** knew that the basic life insurance policy would, among other things, pay to the beneficiary a sum of at least Six Hundred Thousand Dollars (\$600,000.00) upon Melvin B. Griesbauer's death.

6. Between on or about August 24, 2005, and September 1, 2005, **ELAIN KAY YOUNG** enrolled her husband, Melvin B. Griesbauer, in an accidental death and dismemberment insurance policy, that would, among other things, pay to **ELAIN KAY YOUNG**, as the beneficiary, the sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) upon the accidental death of Melvin B. Griesbauer. **ELAIN KAY YOUNG** obtained that accidental death and dismemberment insurance policy through Monumental Life Insurance Company ("Monumental Life") in connection with her employment at the Milan Schools and her association with the Missouri State Teachers Association, later known as the Association for Educational Support and Development. **ELAIN KAY YOUNG** knew that, upon the death of her husband, Melvin B. Griesbauer, the insurance policy would, among other things, pay to the beneficiary a sum of at least Thirty Seven Thousand Five Hundred Dollars (\$37,500.00).

7. **ELAIN KAY YOUNG** and her husband, Melvin B. Griesbauer, enrolled in an accidental death and dismemberment insurance policy, that would, among other things, pay to **ELAIN KAY YOUNG**, as the beneficiary, the sum of at least One Hundred Thousand Dollars (\$100,000.00) upon the accidental death of Melvin B. Griesbauer. **ELAIN KAY YOUNG** and Melvin B. Griesbauer enrolled in that accidental death and dismemberment insurance policy through Continental Casualty Company, a subsidiary of CNA. **ELAIN KAY YOUNG** knew that, upon the death of her husband, Melvin B. Griesbauer, the insurance policy would, among other things, pay to the beneficiary a sum of at least One Hundred Thousand Dollars (\$100,000.00).

8. **ELAIN KAY YOUNG** recruited **KATHERINE A. MOCK** to help facilitate the murder of Melvin B. Griesbauer. Further, **ELAIN KAY YOUNG** agreed to pay **KATHERINE A. MOCK**, and others, sums of money and other benefits for facilitating the death of Melvin B. Griesbauer.

9. As a result of said conspiracy, Melvin B. Griesbauer was, in fact, murdered, thereby eliminating Melvin B. Griesbauer as **ELAIN KAY YOUNG'S** husband and allowing for the prospect of obtaining of money, property and other benefits by **ELAIN KAY YOUNG** and **KATHERINE A. MOCK**.

MEANS AND METHODS

10. The means and methods by which the conspiracy was sought to be accomplished included, among other things, the following:

(a) It was part of the conspiracy that, in or about 2006, **ELAIN KAY YOUNG** solicited **KATHERINE A. MOCK** to pursue a scheme to murder **ELAIN KAY YOUNG'S** husband, Melvin B. Griesbauer.

(b) It was further a part of the conspiracy that, in or about 2006, **KATHERINE A. MOCK** and **ELAIN KAY YOUNG** agreed to pursue a scheme to murder **ELAIN KAY YOUNG'S** husband, Melvin B. Griesbauer.

(c) It was further part of the conspiracy that in or about March 2006, **KATHERINE A. MOCK** attempted to recruit K.P. to murder Melvin B. Griesbauer for Six Thousand Dollars (\$6,000.00).

(d) It was further part of the conspiracy that in or about March 2006, **KATHERINE A. MOCK** attempted to recruit T.P. to murder Melvin B. Griesbauer for Ten Thousand Dollars (\$10,000.00).

(e) It was further part of the conspiracy that on or about March 22, 2006, **KATHERINE A. MOCK** began to travel from her residence in Cassville, within Barry County, Missouri, to the residence of Melvin B. Griesbauer and **ELAIN KAY YOUNG**, in Novinger, within Adair County, Missouri.

(f) It was further part of the conspiracy that on March 22, 2006, **KATHERINE A. MOCK** attempted to conceal her involvement in the conspiracy by concealing from some of her family members her actual destination, the residence of Melvin B. Griesbauer and **ELAIN KAY YOUNG**.

(g) It was further part of the conspiracy that on or about March 22, 2006, **KATHERINE A. MOCK** purchased a three hole ski mask from Wal Mart in Republic, Missouri, and thereafter utilized a three hole ski mask in the course of the conspiracy.

(h) It was further part of the conspiracy that on March 22, 2006, **KATHERINE A. MOCK** arrived at the residence of Melvin B. Griesbauer and **ELAIN KAY YOUNG** in Novinger, Missouri, and contacted **ELAIN KAY YOUNG**.

(i) It was further part of the conspiracy that during the late evening hours of March 22, 2006, or the early morning hours of March 23, 2006, **ELAIN KAY YOUNG** departed her residence to travel to the vicinity of Kirksville, Missouri, to meet Melvin B. Griesbauer and drive him to their residence following the conclusion of his work shift.

(j) It was further part of the conspiracy that during the late evening hours of March 22 and the early morning hours of March 23, 2006, **KATHERINE A. MOCK** remained at the residence of Melvin B. Griesbauer and **ELAIN KAY YOUNG** in Novinger, Missouri.

(k) It was further part of the conspiracy that during the early morning hours of March 23, 2006, **ELAIN KAY YOUNG** returned Melvin B. Griesbauer to their residence from the vicinity of Kirksville, Missouri.

(l) It was further part of the conspiracy that during the early morning hours of March 23, 2006, near the vicinity of the barn at said residence, **KATHERINE A. MOCK** and **ELAIN KAY YOUNG** caused the death of Melvin B. Griesbauer, by causing him to be shot in the head with a .30-30 Winchester caliber rifle, a firearm previously in the possession of **ELAIN KAY YOUNG** and her family.

(m) It was further part of the conspiracy that **KATHERINE A. MOCK** and **ELAIN KAY YOUNG** attempted to conceal their involvement in the conspiracy.

(n) It was further part of the conspiracy that **KATHERINE A. MOCK** and **ELAIN KAY YOUNG** attempted to conceal their involvement in the conspiracy by making false statements to other persons.

(o) It was further part of the conspiracy that **ELAIN KAY YOUNG** attempted to conceal her own involvement and the involvement of **KATHERINE A. MOCK** in the conspiracy by providing **KATHERINE A. MOCK** with pills containing hydrocodone and acetaminophen, and directing **KATHERINE A. MOCK** to consume the pills in order to receive a short term in a mental hospital and avoid a penitentiary sentence.

(p) It was further part of the conspiracy that between on or about March 23 and March 24, 2006, **KATHERINE A. MOCK** attempted to conceal her involvement in the conspiracy by receiving pills containing hydrocodone and acetaminophen from **ELAIN KAY YOUNG**, consuming a quantity of said pills, and thereafter seeking medical treatment.

(q) It was further part of the conspiracy that **ELAIN KAY YOUNG** used or caused another to use the mail, and used or caused another to use any facility of interstate commerce, as part of processing the insurance policies, including but not limited to, claims for proceeds payable upon the death of Melvin B. Griesbauer.

(r) It was further part of the conspiracy that on or about March 29, 2006, **ELAIN KAY YOUNG** utilized facilities in interstate commerce to initiate the claims processing through the AAFMA, thereby causing the AAFMA, on or about April 6, 2006, to use the mail to deliver a claim form and other documents to **ELAIN KAY YOUNG** in relation to AAFMA policy number 132054.

(s) It was further part of the conspiracy that on or about August 2, 2007, **ELAIN KAY YOUNG** took steps to initiate the claims process on the accidental death and dismemberment insurance policy that was later determined to be issued by Monumental Life, under policy number MZ24028, and thereafter used or caused another to use the mail in relation to the claims process.

(t) It was further part of the conspiracy that from on or about August 2007 and up to and including on or about February 12, 2008, **ELAIN KAY YOUNG** mailed or caused to be mailed documents, including but not limited to a "Proof Of Death Form" and a "Lost Policy Affidavit," to Forest T. Jones & Company, Incorporated ("Forest T. Jones"), Fidelity Security Life Insurance Company ("FSL"), and other entities, in an attempt to process the claim for the policy that was later determined to be issued by Monumental Life, under policy number MZ24028.

(u) It was further part of the conspiracy that on or about March 3, 2008, **ELAIN KAY YOUNG** mailed or caused to be mailed a claim form to the Benefits Payment Department affiliated with Forest T. Jones and Monumental Life, through which **ELAIN KAY YOUNG** sought, among other things, the payment of benefits associated with the accidental death and dismemberment policy that named her as the beneficiary upon the death of Melvin B. Griesbauer.

(v) It was further part of the conspiracy that in or about 2009, **ELAIN KAY YOUNG**, further attempted to conceal the conspiracy by mailing or causing a letter to be mailed that directed potential witnesses to “try to avoid insurance discussions.”

(x) It was further a part of the conspiracy that beginning at a time unknown and continuing through in or about April 2009, **ELAIN KAY YOUNG**, further attempted to conceal the conspiracy by mailing or causing a letter to be mailed that directed potential witnesses not to disclose her ability to escape from custody.

(y) It was further a part of the conspiracy that **ELAIN KAY YOUNG**, beginning at a time unknown and continuing through in or about April 2009, further attempted to conceal the conspiracy by mailing or causing to be mailed letters that directed potential witnesses as to the manner and means by which to communicate regarding her ability to escape and travel to a non-extradition country.

In violation of Title 18, United States Code, Section 1958.

COUNT TWO

The Grand Jury further charges that:

From in or about 2005, the exact beginning date being unknown to the Grand Jury, up to and through 2009 and the time of this Indictment, in the Eastern District of Missouri, and elsewhere,

**KATHERINE A. MOCK, and
ELAIN KAY YOUNG,**

the defendants herein, used and caused another to use the mail and other facilities in interstate commerce with the intent that the murder of Melvin B. Griesbauer be committed in violation of the laws of the State of Missouri as consideration for the receipt of, and as consideration for a promise and agreement to pay things of pecuniary value, that is, money and other items of pecuniary value. Said offense resulted in the death of Melvin B. Griesbauer.

In violation of Title 18, United States Code, Sections 1958 and 2.

A TRUE BILL.

FOREPERSON

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