

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA) No.
)
) v.
) Violation: Title 18, United States Code,
) Section 1343
KHAJA MOINUDDIN, aka “Moin,”)
MOHAMMED NASIR, aka “Steve,”) UNDER SEAL
and RUWAIDA DABBOUSEH)

COUNT ONE

The SPECIAL JANUARY 2009 GRAND JURY charges:

1. At times material to this indictment:

a. The Federal Bureau of Investigation and the Department of Housing and Urban Development, Office of Inspector General, conducted an undercover operation in which a cooperating individual (CI) posed as someone selling residences to nominee buyers by fraudulently obtaining mortgage loans on behalf of the nominee buyers who would default on the loans; and undercover agents (UCs) posed as the nominee buyers and as para-legals assisting in closing the real estate transactions;

b. As part of this undercover investigation, residences owned by the government, including 439 S. Elmwood Drive, Aurora, Illinois (439 S. Elmwood), were deeded to fictitious identities which the CI represented to be nominee sellers through which he controlled the residence;

c. Defendant KHAJA MOINUDDIN was employed as a mortgage broker at First Choice Mortgage, located at 123 E. Lake Street, Bloomingdale, Illinois (First Choice), and prepared and submitted loan applications and supporting documentation to

lenders.

d. Defendant MOHAMMED NASIR was employed as a loan officer at First Choice, and assisted defendant KHAJA MOINUDDIN in preparing and submitting loan applications and supporting documentation to lenders.

e. Comcor Mortgage (Comcor) was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, which made mortgage loans.

2. Beginning in or around August 2007 and continuing through in or around April 2008, in the Northern District of Illinois, Eastern Division, and elsewhere,

KHAJA MOINUDDIN, aka “Moin,”
MOHAMMED NASIR, aka “Steve,”
and RUWAIDA DABBOUSEH,

defendants herein, together with others known and unknown to the grand jury, knowingly devised and participated in a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme affected a financial institution, as further described below.

3. It was part of the scheme that defendants KHAJA MOINUDDIN, MOHAMMED NASIR and RUWAIDA DABBOUSEH, together with other co-schemers, fraudulently obtained mortgage loan proceeds from Comcor by knowingly causing to be prepared and submitted a loan application and supporting loan documents on behalf of a nominee buyer of 439 S. Elmwood that contained materially false and fraudulent statements concerning the nominee buyer’s qualifications for the loan.

4. It was further part of the scheme that, in or around August 2007, defendant RUWAIDA DABBOUSEH met with the CI and assured the CI that she knew defendant KHAJA MOINUDDIN to be a mortgage broker who would prepare and submit a fraudulent mortgage loan application, and that she would introduce the CI to defendant KHAJA MOINUDDIN for the purpose of obtaining defendant KHAJA MOINUDDIN's assistance in fraudulently obtaining a loan. Defendant RUWAIDA DABBOUSEH received \$150 from the CI in return for agreeing to make the introduction.

5. It was further part of the scheme that, on or about September 13, 2007, defendants KHAJA MOINUDDIN, MOHAMMED NASIR and RUWAIDA DABBOUSEH met with the CI and a UC posing as the nominee buyer to discuss fraudulently obtaining a mortgage loan. During the meeting, defendants KHAJA MOINUDDIN and MOHAMMED NASIR agreed to prepare a fraudulent loan application and submit it to a lender. Defendant KHAJA MOINUDDIN further warned the CI that before defaulting on the loan the CI needed to make, "at least two, three payments," and added "that's very important . . . otherwise, you know . . . I will be in trouble."

6. It was further part of the scheme that, on or about September 25, 2007, defendants KHAJA MOINUDDIN and RUWAIDA DABBOUSEH met with the CI and discussed what occupation to list for the nominee buyer on the loan application, agreeing to falsely represent to the lender that the nominee buyer was a manager.

7. It was further part of the scheme that, on or about September 28, 2007, defendants KHAJA MOINUDDIN, MOHAMMED NASIR and RUWAIDA DABBOUSEH

met with the CI to discuss the loan process and defendants KHAJA MOINUDDIN, MOHAMMED NASIR and RUWAIDA DABBOUSEH discussed setting up a company to falsely verify nominee buyers' employment.

8. It was further part of the scheme that, on or about November 13, 2007, defendants KHAJA MOINUDDIN and MOHAMMED NASIR met with the CI, and defendant KHAJA MOINUDDIN received \$5,000 from the CI for processing the fraudulent loan application.

9. It was further part of the scheme that, in or around March 2008, defendants KHAJA MOINUDDIN and MOHAMMED NASIR knowingly prepared, and caused others to prepare, a mortgage loan application on behalf of the nominee buyer for 439 S. Elmwood that was fraudulent in that it contained material false statements, including the buyer's identity and employment, defendants well knowing that the buyer was a nominee using a fictitious identity and that the employment had been fabricated by defendants.

10. It was further part of the scheme that, in or around April 2008, defendants KHAJA MOINUDDIN and MOHAMMED NASIR submitted, and caused others to submit, to Comcor the loan application containing false statements, including the buyer's identity and employment, well knowing that the false statements in the application were material to Comcor's decision to approve the mortgage loan.

11. It was further part of the scheme that, on or about March 31, 2008, defendants KHAJA MOINUDDIN, MOHAMMED NASIR and RUWAIDA DABBOUSEH, and others, caused Comcor to close and fund a mortgage loan of approximately \$153,000 to the nominee

buyer of 439 S. Elmwood.

12. It was further part of the scheme that, on or about March 31, 2008, defendant KHAJA MOINUDDIN received \$4,321 of fraudulently obtained mortgage loan proceeds in the form of a check made payable to an entity on defendant KHAJA MOINUDDIN's behalf.

13. It was further part of the scheme that, on or about March 31, 2008, defendants KHAJA MOINUDDIN and MOHAMMED NASIR met with the CI and received \$3,000 from the CI for processing the fraudulent loan application.

14. It was further part of the scheme that defendants KHAJA MOINUDDIN, MOHAMMED NASIR and RUWAIDA DABBOUSEH, and others, concealed, misrepresented, and hid, and caused to be concealed, misrepresented, and hidden, the existence and purposes of the scheme.

15. On or about March 31, 2008, in the Northern District of Illinois, Eastern Division, and elsewhere,

KHAJA MOINUDDIN, aka "Moin,"
MOHAMMED NASIR, aka "Steve,"
and RUWAIDA DABBOUSEH,

defendants herein, for the purpose of executing the above-described scheme, knowingly

caused to be transmitted by means of wire communication in interstate commerce, certain wirings, signs, and signals, namely, a funds transfer in the amount of approximately \$152,040.47 from Southport Bank in Kenosha, Wisconsin to Bank of America in New York, New York, which funds represented the proceeds of a mortgage loan issued to a buyer for the purchase of 439 S. Elmwood;

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

FORFEITURE ALLEGATION

The SPECIAL JANUARY 2009 GRAND JURY further charges:

1. The allegations of Count One of this Indictment are realleged and incorporated herein by reference for the purpose of alleging forfeiture to the United States pursuant to Title 18, United States Code, Section 982.

2. As a result of their violation of Title 18, United States Code, Section 1343, as alleged in the foregoing Indictment,

KHAJA MOINUDDIN, aka "Moin,"
MOHAMMED NASIR, aka "Steve,"
and RUWAIDA DABBOUSEH,

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2), any and all right, title, and interest they may have in any property, real and personal, constituting, and derived from, proceeds obtained directly and indirectly, from wire fraud in connection with Comcor, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 982.

3. The interests of the defendants, jointly and severally, subject to forfeiture pursuant to Title 18, United States Code, Section 982, include: all money and other property that was the subject of each transaction; constituted and was derived from proceeds of each transaction and was obtained, directly and indirectly, as a result of those violations, including funds in the amount of approximately \$12,471;

4. If any of the property subject to forfeiture and described above, as a result of any act or omission of the defendants:

- (a) Cannot be located upon the exercise of due diligence;
- (b) Has been transferred or sold to, or deposited with, a third party;
- (c) Has been placed beyond the jurisdiction of the Court;
- (d) Has been substantially diminished in value; or
- (e) Has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

All pursuant to Title 18, United States Code, Section 982.

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY