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**DEC 22 2020**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

UNITED STATES OF AMERICA

v.

ANTHONY FREMAREK

**20CR 932**

Violations: Title 18, United States Code,  
Sections 1014 and 1343

**JUDGE GETTLEMAN**

**COUNT ONE**

**MAGISTRATE JUDGE KIM**

The SPECIAL NOVEMBER 2019 GRAND JURY charges:

1. At times material to this indictment:
  - a. Company A was a privately held information-technology consulting firm with its headquarters located in Schaumburg, Illinois.
  - b. Defendant ANTHONY FREMAREK was a resident of Plainfield, Illinois, and he was a partner with four other individuals at Company A.
  - c. Defendant also was the Chief Financial Officer ("CFO") and Manager at Company A.
  - d. As the CFO and Manager, defendant was responsible for Company A's financial management, prepared Company A's financial statements, made journal entries in Company A's accounting system, and was a signatory and had access to Company A's bank accounts.
  - e. Defendant also was responsible for reporting information regarding Company A's finances to Company A's banks with respect to Company A's accounts and finances.

f. Defendant also was responsible for communicating with Company A's customers with respect to outstanding accounts receivable.

g. Company A's operating agreement required the approval of a majority or supermajority of the partners to take certain actions, including lending any money or extending credit to any person, other than in the ordinary course of business; making any distribution of Company A funds; withdrawing or reducing capital contributions to Company A; and modifying the compensation of any employee.

h. Beginning in or about December 2012 until in or about November 2015, Company A maintained a business banking account with Bank A, a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation and which was headquartered in Schaumburg, in the Northern District of Illinois.

i. Beginning in or about November 2015 until in or about October 2018, Company A maintained a business banking account with Bank B, a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation and which is headquartered in Rosemont, in the Northern District of Illinois.

j. Since in or about October 2018, Company A maintained a business banking account with Bank C, a financial institution whose deposits were insured by the Federal Deposit Insurance Corporation and which was headquartered in Bridgeview, in the Northern District of Illinois.

2. Beginning in or around April 2013, and continuing until in or around March 2019, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY FREMAREK,

defendant herein, devised, intended to devise, and participated in a scheme to defraud Company A, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, as further described below.

3. It was part of the scheme that defendant stole approximately \$1,380,769.90 from Company A, by fraudulently and without authorization causing funds from Company A's business bank accounts at Bank A and Bank B to be used to pay his personal expenses and concealing the true nature of these transactions from Company A.

4. It was further part of the scheme that, in order to fraudulently obtain money from Company A, defendant caused Bank A and Bank B to send funds via ACH transfer, from Company A's business accounts, to make payments on defendant's personal credit card accounts, without the knowledge or authorization of Company A.

5. It was further part of the scheme that, in order to conceal his theft of funds from Company A's bank accounts, defendant knowingly caused false and fraudulent entries to be made in Company A's accounting system, which disguised payments to defendant's personal credit cards as seemingly legitimate business expenses of Company A.

6. It was further part of the scheme that defendant knowingly submitted false and fraudulent documents to Company A's banks, to include Bank B and Bank C, which overstated Company A's assets, concealed defendant's theft of funds from Company A's bank accounts, and falsely inflated Company A's liquidity so that defendant could continue his scheme.

7. It was further part of the scheme that defendant encouraged Company A to switch banks, for example, from Bank A to Bank B, and from Bank B to Bank C, in order to conceal and continue his scheme.

8. It was further part of the scheme that, in or around approximately October 2018, in order to conceal his theft of funds from Company A's bank accounts, defendant falsely represented to his partners that Company A's account at Bank B was closed, by sending a statement showing a \$0 closing balance to his partners and requesting the return of access fobs for the account. In fact, Company A's account at Bank B remained open, such that customers of Company A could and did make payments to that account at Bank B, instead of Company A's account at Bank C, and defendant thereafter converted funds deposited in the account at Bank B to his own benefit.

9. It was further part of the scheme that defendant misrepresented, concealed, and hid, and caused to be misrepresented, concealed, and hid, the existence, purpose, and acts done in furtherance of the scheme from Company A through various means.

10. As a result of this scheme, defendant fraudulently obtained and converted to his own use approximately \$1,380,769.90 from Company A.

11. On or about October 5, 2017, at Rosemont, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY FREMAREK,

defendant herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely a payment of \$10,604.86, from Company A's account at Bank B, in the Northern District of Illinois, to defendant's Barclays credit card account, which was processed through a Barclays server located outside Illinois;

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

## COUNT TWO

The SPECIAL NOVEMBER 2019 GRAND JURY further charges:

1. Paragraphs 1 through 10 of Count One are incorporated here.
2. On or about August 27, 2018, at Rosemont, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY FREMAREK,

defendant herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely a payment of \$47,576.14, from Company A's account at Bank B, in the Northern District of Illinois, to defendant's American Express credit card account, which was processed through an American Express server located outside Illinois;

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

### COUNT THREE

The SPECIAL NOVEMBER 2019 GRAND JURY further charges:

1. Paragraphs 1 through 10 of Count One are incorporated here.
2. On or about November 5, 2018, at Rosemont, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY FREMAREK,

defendant herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely a payment of \$10,711.97, from Company A's account at Bank B, in the Northern District of Illinois, to defendant's Barclays credit card account, which was processed through a Barclays server located outside Illinois;

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

#### COUNT FOUR

The SPECIAL NOVEMBER 2019 GRAND JURY further charges:

1. Paragraphs 1 through 10 of Count One are incorporated here.
2. On or about March 4, 2019, at Rosemont, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY FREMAREK,

defendant herein, for the purpose of executing and attempting to execute the above-described scheme, did knowingly cause to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely a payment of \$37,665.97, from Company A's account at Bank B, in the Northern District of Illinois, to defendant's American Express credit card account, which was processed through an American Express server located outside Illinois;

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



### **COUNT FIVE**

The SPECIAL NOVEMBER 2019 GRAND JURY further charges:

1. Paragraph 1 of Count One is incorporated here.
2. On or about September 5, 2018, at Rosemont, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY FREMAREK,

defendant herein, knowingly caused false statements to be made to Bank B, a financial institution, the deposits of which were then insured by the Federal Deposit Insurance, with the intent to influence the actions of Bank B concerning Company A's available credit with Bank B, in that defendant stated that Company A's accounts receivable book value as of July 31, 2018, was approximately \$2,202,878.03, when defendant knew that such statement was false;

In violation of Title 18, United States Code, Section 1014.

## COUNT SIX

The SPECIAL NOVEMBER 2019 GRAND JURY further charges:

1. Paragraph 1 of Count One is incorporated here.
2. On or about July 30, 2018, at Bridgeview, in the Northern District of Illinois, Eastern Division, and elsewhere,

ANTHONY FREMAREK,

defendant herein, knowingly caused false statements to be made to Bank C, a financial institution, the deposits of which were insured by the Federal Deposit Insurance, with the intent to influence the actions Bank C concerning a loan application for Company A, in that defendant stated that Company A's accounts receivable as of June 30, 2018, were approximately \$2,143,191.11, when defendant knew that such statement was false;

In violation of Title 18, United States Code, Section 1014.

## FORFEITURE ALLEGATION

The SPECIAL NOVEMBER 2019 GRAND JURY further alleges:

1. Upon conviction of an offense in violation of Title 18, United States Code, Sections 1014 or 1343, as set forth in this Information, defendant shall forfeit to the United States of America any property involved in such offense and any property that constitutes and is derives from proceeds obtained directly and indirectly as a result of the offense, as provided in Title 18, United States Code, Section 982(a)(1) and (2)(A).

2. The property to be forfeited includes, but is not limited to a personal money judgment in the amount of approximately \$1,380,769.90.

3. If any of the property above, as a result of any act or omission by the defendant, cannot be located upon the exercise of due diligence, has been transferred or sold to, or deposited with, a third party, has been placed beyond the jurisdiction of the Court, has been substantially diminished in value, or has been commingled with other property that cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property, as provided in Title 21, United States Code, Section 853(p).

A TRUE BILL:

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FOREPERSON

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signed by Matthew F. Madden on behalf of the  
UNITED STATES ATTORNEY