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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA	UNDER SEAL
v.	No. 1:26-cr-00195 Judge Sharon Johnson Coleman Magistrate Judge Laura K. McNally RANDOM / Cat. 3
RAED NASER	Violations: Title 18, United States Code, Sections 1343 and 1956(a)(1)(B)(i)

COUNTS ONE THROUGH EIGHT

The SPECIAL JANUARY 2026 GRAND JURY charges:

1. At times material to Counts One through Eight of this Indictment:

a. Company A was an Elkhart, Indiana-based manufacturer of trailer axles and other parts.

b. Company A contracted with overseas suppliers for axle parts and metal forgings, which were transported to the United States by steamship in shipping containers. For tracking purposes, each shipping container was identified by a unique 16-digit alphanumeric code known as a container number.

c. Upon arrival at a United States port, the shipping containers were unloaded and transferred to railroad companies. Railroad companies, in turn, transported the shipping containers by rail to railyard hubs (known as "intermodal terminals") in the Northern District of Illinois, where they were loaded onto chassis or stacked on top of other shipping containers. The shipping containers were then picked up by freight transport (also known as "drayage") companies for transportation by road to Company A's manufacturing and warehouse locations in Indiana and Illinois.

d. Company A worked with Customs Broker A, an Ohio-based company that managed Company A's incoming overseas shipments and served as an intermediary between Company A and freight transport companies.

e. Defendant RAED NASER owned and operated Company B, a freight transport company based in Orland Park, Illinois, that provided freight transport services for Company A.

f. When Company A used Company B for freight transport, Customs Broker A provided to Company B a delivery order that identified specific shipping containers to be transported for Company A, their railway hub pick-up location, and a drop-off location for the delivery.

g. After a delivery had been made, NASER, on behalf of Company B, used an online platform managed by Financial Institution A to submit invoice information to Company A for payment, including the pickup location, delivery location, and an order number typically corresponding with the shipping container number that was delivered. As part of Company A's agreement with Financial Institution A, if the invoice information met certain criteria, Financial Institution A automatically issued payments to Company B on Company A's behalf without review by Company A.

2. Beginning in or around 2019, and continuing until in or around August 2022, in the Northern District of Illinois, Eastern Division, and elsewhere,

RAED NASER,

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

3. It was part of the scheme that NASER submitted false invoice information to Financial Institution A seeking payment from Company A for purported freight transport services that NASER knew Company B had not provided. NASER then converted to his own use the funds issued by Financial Institution A on behalf of Company A based on the false invoice information he had provided.

4. It was further part of the scheme that NASER submitted invoice information to Financial Institution A for purported freight transport services for which Company B had not received a delivery order from Customs Broker A, and for which Company B had not provided freight transport services.

5. It was further part of the scheme that NASER submitted false invoice information to Financial Institution A, including using as purported order numbers fake shipping container numbers and shipping container numbers from earlier deliveries that Company B had made for Company, to make it appear as though Company B had made additional freight deliveries for Company A when NASER knew Company B had not provided those additional freight deliveries.

6. It was further part of the scheme that, as a result of the false invoice information NASER submitted to Financial Institution A, NASER caused Company A to pay more than $3 million to Company B for freight transport services that NASER knew were not provided.

7. It was further part of the scheme that NASER misrepresented, concealed, and hid, and caused to be misrepresented, concealed, and hidden, certain material facts, including the acts and purposes of the acts done in furtherance of the scheme.

8. On or about each of the dates set forth below, in the Northern District of Illinois, Eastern Division, and elsewhere,

RAED NASER,

defendant herein, for the purpose of executing the above-described scheme, did knowingly cause to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, listed below, which were processed through a server located in a different state, each such transmission constituting a separate count:

COUNT	**DATE**	**TRANSMISSION**
One	May 17, 2021	an online submission of invoice information to Financial Institution A for purported order number CAIU6498421PP, seeking payment from Company A in the amount of $940 for a May 10, 2021 freight transport from Elwood, Illinois, to Elkhart, Indiana, that did not happen
Two	October 4, 2021	an online submission of invoice information to Financial Institution A for purported order number TEMU4405503RR, seeking payment from Company A in the amount of $1,065 for a September 10, 2021 freight transport from Elwood, Illinois, to Albion, Indiana, that did not happen
Three	December 23, 2021	an online submission of invoice information to Financial Institution A for purported order number GLDU507456, seeking payment from Company A in the amount of $1,065 for a December 16, 2021 freight transport from Elwood, Illinois, to Albion, Indiana, that did not happen
Four	June 1, 2022	an online submission of invoice information to Financial Institution A for purported order number MEDU6264549, seeking payment from Company A in the amount of $1,065 for a June 1, 2022 freight transport from Elwood, Illinois, to Albion, Indiana, that did not happen
Five	June 3, 2022	an online submission of invoice information to Financial Institution A for purported order number GATU0580058, seeking payment from Company A in the amount of $1,065 for a June 3, 2022 freight transport from Elwood, Illinois, to Albion, Indiana, that did not happen
Six	June 5, 2022	an online submission of invoice information to Financial Institution A for purported order number GATU058005, seeking payment from Company A in the amount of $1,065 for a June 5, 2022 freight transport from Elwood, Illinois, to Albion, Indiana, that did not happen

COUNT	**DATE**	**TRANSMISSION**
Seven	July 21, 2022	an online submission of invoice information to Financial Institution A for purported order number CAIU6498421, seeking payment from Company A in the amount of $1,065 for a July 21, 2022 freight transport from Elwood, Illinois, to Albion, Indiana, that did not happen
Eight	August 4, 2022	an online submission of invoice information to Financial Institution A for purported order number APZU3269874, seeking payment from Company A in the amount of $1,065 for an August 4, 2022 freight transport from Elwood, Illinois, to Albion, Indiana, that did not happen

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

COUNTS NINE THROUGH ELEVEN

The SPECIAL JANUARY 2026 GRAND JURY further charges:

1. At times material to Counts Nine through Eleven of this Indictment:

Defendant and Relevant Entities

a. Defendant RAED NASER was the president and owner of Brothers Retail Group, Inc. NASER also owned and operated Company B, a freight transport company based in Orland Park, Illinois.

b. Between in or around February 2019 and May 2021, NASER, through Brothers Retail Group, Inc., owned and operated Bakery A, a retail franchise bakery located in Schererville, Indiana. Brothers Retail Group, Inc. maintained a bank account ending in 9939 at PNC Bank and later a bank account ending in 6754 at Peoples Bank. NASER was a signatory on both accounts.

c. Between in or around November 2019 and May 2021, NASER was the president and owner of Bakery B, a retail franchise bakery located in Crown Point, Indiana. Bakery B maintained a bank account ending in 9542 at PNC Bank and later a bank account ending in 7564 at Peoples Bank. NASER was a signatory on both accounts.

d. When purchases were made by credit card at Bakery A and Bakery B, respectively, funds from the purchases, less a merchant service fee, were deposited into Brothers Retail Group, Inc.'s and Bakery B's bank account, respectively.

The Purchase of Bakery A and Bakery B

e. Retail Broker A was a broker who specialized in sales of retail franchise businesses and was located in Barrington, Illinois.

f. In or around December 2020, NASER, through Retail Broker A, listed Bakery A and Bakery B for sale with a combined asking price of $1,399,000 and, as part of the listing, advertised gross revenue of $1,627,699.

g. Individual A was a resident of Illinois, and was the president and owner of Company C.

h. On or about May 28, 2021, at a Financial Institution B location in Aurora, Illinois, Company C purchased Bakery A and Bakery B for the total amount of approximately $1.3 million, in a transaction that was partially financed by Financial Institution B.

i. Financial Institution B was a financial institution headquartered in Ohio whose deposits were insured by the Federal Deposit Insurance Corporation.

2. Beginning in or around February 2019, and continuing until in or around 2022, in the Northern District of Illinois, Eastern Division, and elsewhere,

RAED NASER,

defendant herein, knowingly devised, intended to devise, and participated in a scheme to defraud the purchaser of Bakery A and Bakery B, and to obtain money and property from the purchaser of Bakery A and Bakery B by means of materially false and fraudulent pretenses, representations, and promises, which scheme affected a financial institution and is further described below.

3. It was part of the scheme that NASER fraudulently inflated Bakery A and Bakery B's revenues and profits by charging large-dollar amounts at Bakery A and Bakery B to various credit cards he controlled without actually buying any products, and causing those fake transactions to be recorded as legitimate sales in Bakery A and Bakery B's books. NASER then sold Bakery A and Bakery B to Company C for fraudulently inflated prices based, at least in part, on false and misleading representations about the revenues and profits of the businesses.

4. It was further part of the scheme that NASER charged large-dollar amounts at Bakery A and Bakery B to a Company B credit card account using credit cards issued in the name of a former Company B truck driver and in NASER's own name, without buying any products, in order fraudulently to make it appear that Bakery A and Bakery B's sales and revenues were higher than they actually were.

5. It was further part of the scheme that NASER provided and caused to be provided false and misleading revenue and profit figures for Bakery A and Bakery B to Individual A and Financial Institution B.

6. It was further part of the scheme that NASER caused Company C and Financial Institution B to purchase Bakery A and Bakery B for more than $1.3 million based, at least in part, on the false and misleading revenue and profit figures for Bakery A and Bakery B.

7. It was further part of the scheme that, after the sale of Bakery A and Bakery B, when Individual A raised concerns about the propriety of certain large-dollar credit card transactions at Bakery A and Bakery B, NASER provided to Individual A fraudulent Company B purchase orders purportedly issued to Bakery A and Bakery B for goods in the amount of those large-dollar credit card transactions.

8. It was further part of the scheme that NASER misrepresented, concealed, and hid, and caused to be misrepresented, concealed, and hidden, certain material facts, including the acts and purposes of the acts done in furtherance of the scheme.

9. On or about each of the dates set forth below, in the Northern District of Illinois, Eastern Division, and elsewhere,

RAED NASER,

defendant herein, for the purpose of executing the above-described scheme, did knowingly cause to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, listed below, which were processed through servers located outside of Illinois, each such transmission constituting a separate count:

COUNT	DATE	TRANSMISSION
Nine	May 4, 2021	an email sent by NASER to Retail Broker A with profit and loss statements for Bakery A and Bakery B that were inflated by fraudulent sales
Ten	May 28, 2021	a wire payment from a title company to NASER in the amount of approximately $428,000, constituting proceeds of the sale of Bakery A and Bakery B to Company C

COUNT	**DATE**	**TRANSMISSION**
Eleven	June 4, 2021	an email from Financial Institution B to Individual A, with Retail Broker A copied, attaching bills of sale for Bakery A and Bakery B signed by NASER

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

COUNTS TWELVE THROUGH FIFTEEN

The SPECIAL JANUARY 2026 GRAND JURY further charges:

1. At times material to Counts Twelve through Fifteen of this Indictment:

a. Defendant RAED NASER was a signatory on the following bank accounts, among others:

i. Chase Bank accounts ending in 5857 and 0891, in the name of Company B, a freight transport company based in Orland Park, Illinois;

ii. A PNC Bank account ending in 6017, in the name of Cedar Lake Coffee, opened on or about June 18, 2021, and closed on or about June 24, 2022; and

iii. A Peoples Bank account ending in 0329, in the name of Crown Point Coffee.

b. Car Dealership A was a car dealership located in Downers Grove, Illinois.

c. Car Dealership B was a car dealership located in Barrington, Illinois.

2. On or about the dates set forth below, in the Northern District of Illinois, Eastern Division, and elsewhere,

RAED NASER,

defendant herein, knowingly conducted and caused to be conducted a financial transaction, identified below, in or affecting interstate commerce, each such financial transaction constituting a separate count, which financial transaction involved the proceeds of a specified unlawful activity, namely, wire fraud, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of the specified unlawful activity, and that while conducting such financial transaction, knew that the property involved in the financial transaction represented the proceeds of some form of unlawful activity:

Count	Date	Financial Transaction
Twelve	March 1, 2022	A deposit of a $250,000 cashier's check, drawn from funds withdrawn from the Cedar Lake Coffee PNC account ending in 6017, into the Crown Point Coffee Peoples account ending in 0329
Thirteen	June 1, 2022	A payment of a $95,000 cashier's check, drawn from funds withdrawn from the Company B Chase account ending in 5857, to Car Dealership A, toward the purchase of a 2021 Lamborghini Huracan
Fourteen	June 2, 2022	A payment of a $30,000 cashier's check, drawn from funds withdrawn from the Company B Chase account ending in 5857, to Car Dealership A, toward the purchase of a 2020 BMW M8 Gran Coupe
Fifteen	June 9, 2022	A payment of a $35,000 cashier's check, drawn from funds withdrawn from the Company B Chase account ending in 5857, to Car Dealership B, toward the purchase of a 2022 Cadillac Escalade

In violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

FORFEITURE ALLEGATION

The SPECIAL JANUARY 2026 GRAND JURY further alleges:

1. Upon conviction of an offense in violation of Title 18, United States Code, Section 1343, as set forth in Counts One through Eleven of this Indictment, defendant shall forfeit to the United States of America any property that constitutes and is derived from proceeds traceable to the offense, as provided in Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of an offense in violation of Title 18, United States Code, Section 1956, as set forth in Counts Twelve through Fifteen of this indictment, defendant shall forfeit to the United States of America any property involved in such offense, and any property traceable to such property, as provided in Title 18, United States Code, Section 982(a)(1).

3. The property to be forfeited includes but is not limited to a personal money judgment.

4. If any of the property described 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 which 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:

FOREPERSON

UNITED STATES ATTORNEY