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CLERK, U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA	)	No. 1:26-cr-00523 Judge Manish S. Shah Magistrate Judge M. David Weisman RANDOM / Cat. 3
v.	)	Violation: Title 18, United States Code, Section 1343
MICHAEL CALOMINO	)	

The UNITED STATES ATTORNEY charges:

1. At times material to the Information:

a. Defendant MICHAEL CALOMINO was the Chief Executive Officer and controlling shareholder of Company A, a business located in the Northern District of Illinois.

b. Company A provided railcar management services for clients who owned railcars throughout North America.

c. Pursuant to the terms of a Management Services Agreement ("Agreement") between Company A and each of its clients, Company A paid debts owed by the clients to contract vendors, including for maintenance and repair work performed on the clients' railcars. Each Agreement also set forth the requirements for Company A to receive reimbursement for the payments that Company A made on behalf of its clients. Some Agreements provided that Company A would be reimbursed for contract vendor payments in advance of Company A's payment to the contract vendors, while other Agreements required, as a condition of receiving reimbursement,

that Company A pay the contract vendor first and thereafter submit to the client documentation verifying that payment had been completed.

d. Defendant CALOMINO was responsible for the timing of payments to clients' vendors and was in control of, and had full access to, Company A's bank accounts.

2. Beginning in or around April 2016, and continuing through in or around June 2025, in the Northern District of Illinois, Eastern Division, and elsewhere,

MICHAEL CALOMINO,

defendant herein, knowingly devised, intended to devise, and participated in a scheme to defraud and to obtain money and property, namely, funds provided to Company A by its clients to pay its clients' contract vendors, by means of materially false and fraudulent pretenses, representations, and promises, as further described below.

3. It was part of the scheme that defendant CALOMINO embezzled, and fraudulently converted and obtained, funds held by Company A on behalf of its clients, namely, funds entrusted to Company A by its clients for the purpose of paying the clients' contract vendors.

4. It was further part of the scheme that defendant CALOMINO embezzled, and fraudulently converted and obtained, funds by transferring to a personal account controlled by defendant CALOMINO money held for the benefit of its clients in Company A's corporate accounts.

5. It was further part of the scheme that, after defendant CALOMINO

transferred funds from Company A's corporate account to a personal bank account, defendant CALOMINO converted those funds to his personal use, including to engage in gambling, knowing that he was not entitled to those funds.

6. It was further part of the scheme that defendant CALOMINO caused employees of Company A to transmit invoices to clients, including Federal Agency 1 and Client 1, that falsely represented that Company A had paid or would pay certain specified invoices on the clients' behalf when, as a result of his embezzlement, defendant CALOMINO knew, the invoices had not been paid and/or the funds would not be used to pay the specified invoices.

7. It was further part of the scheme that between approximately April 2016 and June 2025, defendant CALOMINO embezzled, and fraudulently converted and obtained, approximately $22,425,906 of funds held for the benefit of clients in Company A's bank accounts and thereafter expended such funds for his personal use.

8. It was further part of the scheme that defendant CALOMINO misrepresented, concealed, and hid, and caused to be misrepresented, concealed, and hidden, the existence and purpose of the scheme and the acts done in furtherance of the scheme.

9. On or about May 7, 2025, in the Northern District of Illinois, Eastern Division, and elsewhere,

MICHAEL CALOMINO,

defendant herein, for the purpose of executing the scheme, knowingly caused to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely, an email message to Federal Agency 1 containing an invoice that sought reimbursement of $1,286,260.91 for payments represented to have been made on Federal Agency 1's behalf, which email message traveled from Illinois to a place outside of Illinois;

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

FORFEITURE ALLEGATION

The UNITED STATES ATTORNEY alleges:

1. Upon conviction of an offense in violation of Title 18, United States Code, Section 1343, as set forth in this Information, defendant shall forfeit to the United States of America any property which constitutes and is derived from proceeds traceable to the offense, as provided in Title 18, United States Code, Section 981(a)(1)(C), and any property traceable to such property, as provided in Title 18, United States Code, Section 982(a)(1).

   a. The property to be forfeited includes, but is not limited to, a personal money judgment in the amount of approximately $22,425,906.

2. If any of the property described above, as a result of any act or omission by a 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).

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UNITED STATES ATTORNEY