

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA	:	Hon. Stacey D. Adams
	:	
v.	:	Magistrate. No. 25-15086
	:	
HUMZA KHAN	:	CRIMINAL COMPLAINT
	:	

I, Laura Behlmann-Brase, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Special Agent with the Federal Bureau of Investigation ("FBI"), and that this complaint is based on the following facts:

SEE ATTACHMENT B

continued on the attached pages and made a part hereof.

/s Laura Behlmann-Brase

Laura Behlmann-Brase, Special Agent
Federal Bureau of Investigation

Special Agent Behlmann-Brase attested to this Affidavit by telephone pursuant to F.R.C.P. 4.1(B)(2)(A) on this 11th day of April, 2025.

/s Honorable Stacey D. Adams

Hon. Stacey D. Adams
United States Magistrate Judge

ATTACHMENT A

COUNT ONE

(Wire Fraud)

In or around December 2020, in the District of New Jersey and elsewhere,
defendant,

HUMZA KHAN,

did knowingly and intentionally devise a scheme and artifice to defraud Company-1 and Company-2, and to obtain money and property by means of materially fraudulent pretenses, representations, and promises, and for the purpose of executing and attempting to execute such scheme and artifice, did transmit and cause to be transmitted, by means of wire communications in interstate commerce and foreign commerce, certain writings, signs, signals, pictures, and sounds,

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

COUNT TWO
(Aggravated Identity Theft)

In or around December 2020, in Hudson County, in the District of New Jersey and elsewhere, defendant,

HUMZA KHAN,

did knowingly transfer, possess, and use, without lawful authority, a means of identification of another person, namely the name, social security number, and signature of Victim-1, during and in relation to a violation of Title 18, United States Code, Section 1343, as described in Count One of this Complaint, knowing that the means of identification belonged to another actual person:

All in violation of Title 18, United States Code, Section 1028A(a)(1).

ATTACHMENT B

I, Laura Behlmann-Brase, am a Special Agent of the Federal Bureau of Investigation (“FBI”). I am fully familiar with the facts set forth herein based on my own investigation and my review of reports and discussions with other law enforcement personnel and other individuals. Because this Complaint is being submitted for a limited purpose, I have not set forth each and every fact known to me concerning this investigation. Where the contents of documents and the actions and statements of others are reported, they are reported in substance and in part, except where otherwise indicated. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

BACKGROUND

1. At all times relevant to this Criminal Complaint:
 - a. Defendant HUMZA KHAN (“KHAN”) is an individual who has lived in New Jersey.
 - b. “Victim-1” is an individual who lives in North Bergen, New Jersey. Victim-1’s son is married to KHAN’s sister.
 - c. “Company-1” is a finance company that, among other things, provides loan brokerage services connecting customers to direct lenders.
 - d. “Company-2” is a finance company that, among other things, provides direct lending services to small- and medium-sized businesses across the United States and worldwide, including in New Jersey. Company-2 is located in California, New York, and Virginia.
 - e. “Pharmacy-1” is a specialty pharmacy located in Orange City, Florida.
 - f. “Individual-1” owned Pharmacy-1 and resides in New Jersey.

OVERVIEW

2. As set forth in detail below, KHAN engaged in a fraudulent scheme to defraud Company-1 and Company-2 by obtaining personal identifying information (“PII”) belonging to another individual (“Victim-1”) and using Victim-1’s PII to apply for and obtain a loan without Victim-1’s knowledge or permission. Specifically, in or around December 2020, KHAN applied for a \$150,000 accounts receivable finance loan on behalf of Pharmacy-1 that was brokered by Company-1 and fulfilled by Company-2 (the “Pharmacy Loan”). KHAN applied for and obtained the Pharmacy

Loan using Victim-1's PII without Victim-1's, Company-1's, and/or Company-2's knowledge or permission.

SUMMARY OF INVESTIGATION

3. In or around early 2020, KHAN asked Victim-1 to co-sign an automobile loan with KHAN to assist KHAN in obtaining a new vehicle (the "Auto Loan"). Victim-1 agreed and provided KHAN with Victim-1's PII—including Victim-1's date of birth and social security number—to include on the Auto Loan application.

4. Victim-1 provided KHAN Victim-1's PII while located in New Jersey.

5. The Auto Loan was approved on or about September 9, 2020. Other than applying for the Auto Loan, Victim-1 did not authorize KHAN to use Victim-1's PII to apply for loans.

6. On or about December 3, 2020, KHAN used Victim-1's PII to apply for the Pharmacy Loan without Victim-1's knowledge or permission.

7. To do so, KHAN sent a loan application (the "Pharmacy Loan Application") to Company-1 that contained Victim-1's PII and certain materially false representations.

a. The Pharmacy Loan Application falsely represented that Victim-1 was the sole owner of Pharmacy-1 and provided Victim-1's name, address, date of birth and social security number. In reality, Individual-1 owned Pharmacy-1.

b. The Pharmacy Loan Application provided KHAN's email address (not Victim-1's email address) in the contact information such that KHAN—not Victim-1—would receive correspondence concerning the Pharmacy Loan Application.

c. The Pharmacy Loan Application included bank records and statements from Pharmacy-1's bank account (the "Pharmacy Bank Account") and requested the proceeds of the Pharmacy Loan be deposited into the Pharmacy Account. Victim-1 had no control over or access to the Pharmacy Bank Account.

8. As the loan broker, Company-1 sent the Pharmacy Loan Application to Company-2 to be fulfilled.

9. Company-2 approved the Pharmacy Loan based on the representations contained in the Pharmacy Loan Application.

10. Company-2 sent the loan agreement (the “Pharmacy Loan Agreement”) to KHAN’s email address through DocuSign—a cloud-based platform that allows users to send and sign documents electronically—for signature.

11. The Pharmacy Loan Agreement obligated Company-2 to provide Pharmacy-1 an upfront payment of \$150,000 in return for \$202,500 of Pharmacy-1’s future accounts receivable to be paid in monthly installments.

12. The Pharmacy Loan Agreement also obligated Victim-1 to personally guarantee the Pharmacy Loan if Pharmacy-1 defaulted on its obligations.

13. On or about December 14, 2020, KHAN accessed the Pharmacy Loan Agreement through his DocuSign account and electronically signed the Pharmacy Loan Agreement using Victim-1’s name and date of birth without Victim-1’s and/or Company-2’s knowledge or permission.

14. After the Pharmacy Loan Agreement was fully executed, Company-2 wired approximately \$150,000 to the Pharmacy Bank Account per the terms of the Pharmacy Loan Agreement.

15. Company-2’s bank account was located in California and the Pharmacy Bank Account was located in New Jersey.

16. In or around July 2021, KHAN and/or Pharmacy-1 defaulted on the Pharmacy Loan Agreement for failing to make the monthly payments required under the Pharmacy Loan Agreement.