NO. _____

IN THE SUPREME COURT OF THE UNITED STATES

ROBERT E. CARTER,
Petitioner,

v.

UNITED STATES OF AMERICA,
Respondent.

On Petition for a Writ of Certiorari to the
United States Court of Appeals for the Seventh Circuit

APPENDIX TO THE PETITION FOR A WRIT OF CERTIORARI

May 7, 2026

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APPENDIX A

NONPRECEDENTIAL DISPOSITION
To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

Submitted January 20, 2026*
Decided January 23, 2026

Before

FRANK H. EASTERBROOK, *Circuit Judge*

DIANE S. SYKES, *Circuit Judge*

NANCY L. MALDONADO, *Circuit Judge*

No. 24-2950

UNITED STATES OF AMERICA,
Plaintiff-Appellee,

v.

ROBERT E. CARTER,
Defendant-Appellant.

Appeal from the
United States District Court for the
Western District of Wisconsin.

No. 22-cr-124-wmc

William M. Conley,
Judge.

ORDER

A jury convicted Robert Carter of two counts of attempted wire fraud, *see* 18 U.S.C. §§ 1343, 1349, and the district judge imposed 36 months' imprisonment and ordered Carter to pay $29,056 in restitution. Carter, who represented himself at trial, appeals and proceeds without counsel. We affirm.

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* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

In January 2020 Carter started Carter Transportation Group, a trucking company. In need of trucks, he contacted Ryder Transportation Group, a truck leasing company, to negotiate a lease for their semitrucks and trailers. Because Carter Transportation Group was a new company, Ryder was hesitant to sign a lease with Carter. Carter told Ryder that Carter Industries, one of his other companies, could guarantee the lease. Carter then emailed Ryder the financial statements from Carter Industries showing that the company was worth millions of dollars. Based on the statements, Ryder signed a lease with Carter Transportation Group for three semitrucks and two trailers for 24 months.

But unbeknownst to Ryder, Carter had sent fraudulent financial statements. Carter had altered financial statements that he had received from Osborn & Son Trucking—a company that he had unsuccessfully attempted to buy—to appear as though they belonged to his company.

Within seven months, Carter stopped making payments on his lease with Ryder, and it demanded $34,971. Carter then emailed Ryder a U.S. Bank wire confirmation showing that he had sent the money. But the wire confirmation was fake, and Ryder canceled the lease.

In June 2020, Carter contacted Nuss Truck & Equipment ("NTE"), another truck leasing company, to lease ten trucks for 42 months. Chris Pyle, the director of leasing, met with Carter to discuss a quote. Like Ryder, Pyle requested a guarantee on the lease, and Carter said that CIBB & REC Living Trust, his family trust, could guarantee the lease. Carter then emailed Pyle the financial statements from his trust showing that it had over $300 million.

But Carter had again sent fraudulent financial documents. Carter had downloaded the statements from the website of Roy J. Carver Charitable Trust, a legitimate trust, and altered the documents to make them appear as though they belonged to his family trust. NTE conducted a background check and decided not to enter into a lease with Carter.

In October 2022, a grand jury indicted Carter on seventeen counts of attempted wire fraud, 18 U.S.C. §§ 1343, 1349, two counts of aggravated identify theft, *id.* § 1028A, and six counts of money laundering, *id.* § 1956(a)(1)(A)(i). Two years later, a grand jury returned a superseding indictment charging only two counts of attempted wire fraud,

id. §§ 1343, 1349. The district judge denied Carter's motion to dismiss the superseding indictment, and the case proceeded to trial.

At trial the government presented testimony from employees of the truck leasing companies about their interactions with Carter, the documents he submitted, and his missed payments to Ryder. The government also called Sandy Osborn, the former owner of Osborn & Son Trucking. Through Osborn the government admitted Carter's letter of intent to buy Osborn & Son. Carter cross-examined Osborn. But after Osborn stepped down, Carter expressed frustration that his cross-examination had been prematurely cut off, so the judge recalled her. Carter elicited testimony from Osborn that she eventually sold Osborn & Son to someone else and that Carter's alteration of the financial documents had no effect on the sale.

Through other witnesses, the government introduced Carter's personal financial documents that demonstrated that Carter, his companies, and his trust did not have the capital to make payments on the leases.

In his opening and closing statements, Carter admitted that he had sent fraudulent financial statements to Ryder and NTE. But he insisted that his actions were "unethical business decisions" and not illegal. He did not call any witnesses or testify. He established through cross-examination that he had made some payments to Ryder, fulfilled Ryder's preconditions for the lease, and never entered into a lease with NTE.

The judge declined Carter's request to instruct the jury on his theories of defense that (1) he acted in good faith; (2) Ryder received the benefit of its bargain because Carter made some payments on the lease; and (3) he did not deprive Ryder and NTE of their property. The jury then convicted Carter of two counts of attempted wire fraud.

At the sentencing hearing, the judge imposed 36 months' imprisonment and ordered Carter to pay $29,056 in restitution to Ryder. The judge calculated a guidelines range of 46 to 57 months' imprisonment based in part on his determination that the intended loss to NTE was $162,590. *See* U.S.S.G. § 2B1.1(b)(1)(F). Carter objected, arguing that NTE had not suffered any loss because he never signed a lease with NTE. The judge overruled the objection because intended loss is defined as the amount that the defendant placed at risk and does not require an actual loss to occur. *See United States v. Lauer*, 148 F.3d 766, 768 (7th Cir. 1998). Carter also objected to the restitution amount, arguing that he had made additional payments to Ryder that were

not reflected in the loss calculation. The judge overruled Carter's objection, finding that Ryder's calculation of its losses was more reliable.

Carter appeals and first argues that the judge erred when he denied Carter's motion to dismiss the indictment. We see no error. The indictment properly alleged the elements of attempted wire fraud, explained the fraudulent scheme, and identified the wires that Carter sent to the trucking companies. *See United States v. Alhalabi*, 443 F.3d 605, 611 (7th Cir. 2006).

Carter next argues that the judge erred by preventing him from presenting certain PowerPoint slides related to his theories of defense in his opening statement. But Carter has waived any challenge along these lines: In response to the government's objection, he agreed to modify the slides and presented them to the jury. *See United States v. Shehadeh*, 127 F.4th 1058, 1063 (7th Cir. 2025). Regardless, the judge permitted Carter to argue his theories of defense to the jury. In his closing statement, Carter argued that he had not deprived Ryder of its property and that Ryder had received the benefit of its bargain in the form of a security deposit and payments on the lease.

Next, Carter contends that the judge should have excluded exhibits related to his personal financial situation because they were irrelevant and were used impermissibly to attack his character. *See* FED. R. EVID. 404(a)(1). But the financial documents were direct evidence of Carter's scheme to defraud, reflecting that Carter lacked the funds to pay for the trucks. *See United States v. Ferrell*, 816 F.3d 433, 445–46 (7th Cir. 2015). And the judge appropriately addressed the risk of unfair prejudice by admitting the documents for the limited purpose of showing that Carter misrepresented his finances and by instructing the jury not to consider them for any other purpose. *United States v. Dukes*, 147 F.4th 711, 718–19 (7th Cir. 2025).

Carter next argues that the district judge improperly limited his cross-examination of Osborn. Specifically, Carter asserts that the judge prevented him from asking her questions about his letter of intent to purchase her company and about statements she made to the government. But this argument misstates the factual record. The only limitation the judge placed on Carter's cross-examination was that he could not ask questions that had already been asked and answered. Indeed, Carter asked Osborn questions about the letter of intent, and the judge allowed Carter to recall Osborn for a second round of cross-examination after Carter asserted that he had more

questions. Carter's failure to elicit testimony from Osborn about her statements to the government was not the result of any limitation placed on him by the judge.

Carter next argues that the judge erred when he declined to give Carter's proposed jury instructions. Carter asked the judge to instruct the jury about his theories of defense that he had acted in good faith, Ryder received the benefit of its bargain, and there was no deprivation of property. We review a district judge's denial of a defendant's requested jury instruction de novo. *United States v. Griffin*, 76 F.4th 724, 740 (7th Cir. 2023). And we see no error. A good-faith instruction is not required in a wire-fraud case because lack of good faith is part of the charge. *United States v. Chanu*, 40 F.4th 528, 543 (7th Cir. 2022). Judges are "free to provide one if they wish," but a failure to do so does not deprive the defendant of a fair trial. *United States v. Smith*, 150 F.4th 832, 850 (7th Cir. 2025).

Carter also was not entitled to jury instructions related to his defenses that Ryder had received the benefit of its bargain and that the companies had not been deprived of any property. The government was required to prove that Carter schemed to obtain Ryder's property through fraudulent means. It is irrelevant that Ryder received something in exchange for its trucks. *See Kousisis v. United States*, 605 U.S. 114, 123–24 (2025). Further, the government was not required to prove that Carter had deprived Ryder and NTE of property or that the companies had suffered any actual loss. *See id.* at 124–25. Because Carter's theories are not defenses to wire fraud, the judge did not err by declining to give instructions related to them. *See Griffin*, 76 F.4th at 740 (defendant not entitled to jury instruction that is not an accurate statement of the law).

Carter also argues that cumulative trial errors deprived him of a fair trial. Specifically, he says that the judge failed to admit evidence that Carter made payments to Ryder, prevented Carter from calling two witnesses, and erroneously permitted Osborn to testify about Carter's character. But even if the judge erred, these errors would be harmless because none of them had a substantial influence on the verdict. *See United States v. Medrano*, 83 F.4th 1073, 1077–78 (7th Cir. 2023). The evidence of Carter's guilt was overwhelming. *See United States v. Buncich*, 926 F.3d 361, 368–69 (7th Cir. 2019) (prosecution's case not significantly less persuasive where evidence of guilt presented to jury was extensive). The jury heard Carter admit in his opening and closing statements that he had sent fraudulent documents to Ryder and NTE to obtain their trucks. The jury also heard testimony that Carter had taken legitimate financial documents and altered them to appear as his own, and that Carter had sent a fake wire transfer that prevented Ryder from terminating the lease at an earlier date.

Carter next challenges the judge's determination at sentencing that NTE's intended loss was $162,590. He argues that the judge improperly used Ryder's actual loss to calculate NTE's intended loss. We review legal interpretations of the Sentencing Guidelines de novo and factual findings as to loss amount for clear error. *Griffin*, 76 F.4th at 745. And we see no error here. Intended loss is defined as the amount that the defendant placed at risk. *United States v. Betts-Gaston*, 860 F.3d 525, 539 (7th Cir. 2017); *see also* U.S.S.G. § 2B1.1(b)(1)(C)(ii). Here, the judge based his calculation on Pyle's declaration, which stated that if NTE had entered into a lease with Carter, it would have suffered three months of total loss or an estimated $162,590 before repossessing the trucks from Carter. Carter did not provide any evidence to contradict Pyle's estimate. And the judge did not base his calculation of NTE's intended loss on Ryder's actual loss. Rather, the judge simply observed that Carter intended to inflict the same loss on NTE that he had inflicted on Ryder—defaulted payments on the truck leases.

Last, Carter argues that the judge incorrectly calculated the restitution amount. We review the calculation of restitution for abuse of discretion, viewing the evidence in the light most favorable to the government. *Griffin*, 76 F.4th at 749. On appeal Carter must show "that the court's loss calculations were not only inaccurate but outside the realm of permissible computations." *United States v. Kyereme*, 127 F.4th 702, 706 (7th Cir. 2025) (quoting *United States v. Collins*, 949 F.3d 1049, 1053 (7th Cir. 2020)). Carter argued that Ryder's statement of losses failed to reflect payments he had made in October 2020. But the judge reasonably rejected that argument. Ryder's statement of losses was created four months after Carter said he made the additional payments. And Carter presented no evidence that Ryder's statement did not accurately capture all payments it had received from him.

We have considered Carter's other arguments, and none merits discussion.

AFFIRMED

APPENDIX B

UNITED STATES OF AMERICA, Plaintiff-Appellee, v. ROBERT E. CARTER, Defendant-Appellant.
UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT
2026 U.S. App. LEXIS 8171; 2026 LX 183448
No. 24-2950
March 19, 2026, Decided

Editorial Information: Prior History

{2026 U.S. App. LEXIS 1}Appeal from the United States District Court for the Western District of Wisconsin. No. 22-cr-124-wmc. William **M.** Conley, Judge.

Counsel For UNITED STATES OF AMERICA, Plaintiff - Appellee: Chadwick M. Elgersma, Attorney, OFFICE OF THE UNITED STATES ATTORNEY, Madison, WI.

For **ROBERT E. CARTER,** Defendant - Appellant: Peter R. Moyers, Attorney, MOYERS LAW FIRM, LLC, Madison, WI; **Robert E. Carter,** Eau Claire, WI.

Judges: Before FRANK H. EASTERBROOK, Circuit Judge, DIANE S. SYKES, Circuit Judge, NANCY L. MALDONADO, Circuit Judge.

Opinion

ORDER

On consideration of the petition for rehearing and for rehearing en banc, no judge in active service requested a vote on the petition for rehearing en bane, and the judges on the original panel voted to deny rehearing. It is therefore ordered that the petition for rehearing and for rehearing en banc is DENIED.

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