


USA

CRIMINAL CASE

“GUILTY VERDICT”

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***‘The conduct at issue in
criminal cases is
generally more serious
than civil cases and
frequently involves
intent, awareness and
breaking the law’***

March 16, 2015

Three Individuals Charged with Defrauding Banks and USDA Export Financing Program

Deirdre M. Daly, United States Attorney for the District of Connecticut, today announced that on February 20, 2015, a federal grand jury in New Haven returned a 23-count indictment charging BRETT C. LILLEMOR, 45, of Minneapolis, Minn., PABLO CALDERON, 59, Darien, Conn., and SARAH ZIRBES, 39, Minneapolis, Minn., with conspiracy, fraud and money laundering offenses related to a multi-million-dollar scheme to defraud banks participating in a USDA-backed export financing program. The indictment alleges that the three defendants engaged in a conspiracy to defraud U.S. financial institutions that secured loans to Russian Banks based on altered documents. The loans were backed by a credit guarantee program run by the U.S. Department of Agriculture (USDA), and when the loans went into default and were subsequently not paid back, the USDA lost millions of dollars. LILLEMOR was arraigned on March 13 in Bridgeport federal court. He entered a plea of not guilty to all of the charges against him and was released on a \$250,000 bond. ZIRBES was arraigned on March 6, pleaded not guilty and is released on a \$100,000 bond. CALDERON is scheduled to be arraigned this afternoon at in Bridgeport.

LILLEMOE entered into agreements with foreign banks, including International Industrial Bank (IIB) in Russia, to provide them capital that would be made available to them from a U.S. financial institution through the use of the GSM-102 program. LILLEMOE subsequently obtained letters of credit from the foreign banks. LILLEMOE, CALDERON and others then altered copies of certain shipping documents, including bills of lading marked “Copy non negotiable,” by whiting out portions of the documents, stamping the word “original” on the documents, and adding shading on certain sections of the bills of lading. The defendants also prepared and executed documents termed “commercial invoices” purporting to represent sales of agricultural commodities between entities that they controlled, as well as between entities that they controlled and other entities.

The indictment charges LILLEMOE, CALDERON and ZIRBES with one count of conspiracy to commit wire fraud and bank fraud, and multiple counts of wire fraud, offenses that carry a maximum term of imprisonment of 20 years on each count. The indictment also charges each defendant with one count of bank fraud, which carries a maximum term of imprisonment of 30 years, and one count of money laundering, which carries a maximum term of imprisonment of 10 years. In addition, CALDERON is charged with one count of making a false statement to federal law enforcement, which carries a maximum term of imprisonment of five years.

WHAT'S
THE
STORY

A magnifying glass with a black handle and a blue lens, positioned over the word 'STORY'.



USDA GSM 102



BIG BANK USA



INT BANK MOSCOW

Swift Output
Sender :

Message Header
: FIN 700 Issue of a Documentary Credit

INTERNATIONAL BANK MOSCOW

Receiver :

BIG BANK USA

Message Text

27: Sequence of Total
1/1

40A: Form of Documentary Credit
IRREVOCABLE

20: Documentary Credit Number
3550LC

~~31C: Date of Issue~~
091223

40E: Applicable Rules
UCP LATEST VERSION

31D: Date and Place of Expiry
091231 GREENWOOD VILLAGE CO, USA

50: Applicant
A. CHARLES TRADING LIMITED
27 HOLYWELL ROW
LONDON EC2A 4JB
ENGLAND

59: Beneficiary - Name & Address
LYNX TRADING, LLC
7 OLD PARISH ROAD
DARIEN, CT 06820 USA
ATTN: BRETT LILLEMoe

32B: Currency Code, Amount

Currency : USD (US DOLLAR)

Amount : #6,170,913.10#

ORIGINAL

CoBank
Export Advice No.

503248



BENEFICIARY USA

Currency : USD (US DOLLAR)
Amount : #6,170,913.10#
41A: Available With...By... - BIC
NBFCUS55XXX
COBANK
DENVER, CO US
BY PAYMENT
43P: Partial Shipments
ALLOWED
43T: Transhipment
ALLOWED
44A: Pl of Tking in Chrg / of Rceipt
ANY U.S. PORT
44B: Pl of Final Dest / of Delivery
ANY RUSSIAN PORT
44C: Latest Date of Shipment
091231
45A: Descriptn of Goods &/or Services
4'598.300 MT MAXIMUM OF US FROZEN CHICKEN PARTS
CONTRACT NO. EUA 119-02 DD 091110
~~CFR ANY PORT IN RUSSIA (INCOTERMS 2000)~~
46A: Documents Required
1. ONE PHOTOCOPY OF ORIGINAL SIGNED COMMERCIAL INVOICE.
2. COPY OF ORIGINAL ON BOARD OCEAN OF BILL(S) OF LADING.
47A: Additional Conditions
1.DOCUMENTS PRESENTED LATER THAN 21
DAYS AFTER SHIPMENT DATE


The defendants then used these fraudulent documents to obtain millions of dollars from U.S. banks in connection with the GSM-102 program, and then provided the funds to the foreign banks in exchange for a percentage fee for themselves and their various entities. Although the foreign banks were contractually obligated to repay the funds to the U.S. by virtue of the letters of credit issued to the U.S. financial institutions, in a number of instances, the banks failed to do so. Nevertheless, LILLEMOE, CALDERON and their various entities retained more than \$2.2 million in fees they had collected in connection with the GSM-102 transactions and in some instances, sent a portion of those fees to various financial backers in places such as Singapore.

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THIS SINGLE PIECE OF PAPER IS VISIBLY A 'SMUDGY' PHOTOCOPY



CONSIGNOR: A N Other Export Company USA Big City United States USA		No: BL NO 765432
CONSIGNEE: Unknown Importer Russia		 <u>BILL OF LADING</u> <u>TO BE USED FOR</u> <u>CHARTER PARTIES</u>
NOTIFY PARTY: CONSIGNEE		
PORT OF LOADING: NEW YORK PORT	PORT OF DISCHARGE: ST PETERSBURG	VESSEL: OCEAN WARRIOR
DESCRIPTION OF GOODS: FROZEND BONELESS CHICKEN QUARTERS 27,442		
<div style="border: 1px solid black; padding: 5px; display: inline-block;">1</div> ORIGINAL		
SHIPPED at the port of loading in apparent good order. One original Bill of Lading, duly endorsed, must be presented at the Port of Discharge or at location acceptable to Carrier. It is a condition of carriage that the goods may be carried on deck at Carrier's discretion. <i>Vikram O'Brien</i> VIKRAM O'BRIEN VIKRAM O'BRIEN AS MASTER Date of Issue: 11 APRIL 2009		
Number of Originals Issued: <div style="border: 1px solid black; padding: 2px;">3</div>		


Documents Required

1. ONE PHOTOCOPY OF ORIGINAL SIGNED COMMERCIAL INVOICE.
2. COPY OF ORIGINAL ON BOARD OCEAN OF BILL(S) OF LADING.


Additional Conditions

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DAYS AFTER SHIPMENT DATE

THIS SINGLE PIECE OF PAPER IS VISIBLY A 'SMUDGY' PHOTOCOPY

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CONSIGNEE: <i>Unknown Importer Russia</i>		 <u>BILL OF LADING</u> <u>TO BE USED FOR</u> <u>CHARTER PARTIES</u>	
NOTIFY PARTY: CONSIGNEE			
PORT OF LOADING: NEW YORK PORT	PORT OF DISCHARGE: ST PETERSBURG	VESSEL OCEAN WARRIOR v101	
DESCRIPTION OF GOODS FROZEND BONELESS CHICKET QUARTERS 27,442			
COPY Non negotiable			
SHIPPED at the port of loading in apparent good order . One original Bill of Lading, duly endorsed, must be surrendered at the Port of Discharge or at location acceptable to Carrier. It is a condition of carriage that the goods may be carried on deck at Carriers discretion. <i>Vikram OBrenski</i> Date of Issue: 11 APRIL 2009 VIKRAM OBRENSKI AS MASTER			
Number of Originals Issued: 3		ORIGINAL	

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Department of Justice

U.S. Attorney's Office

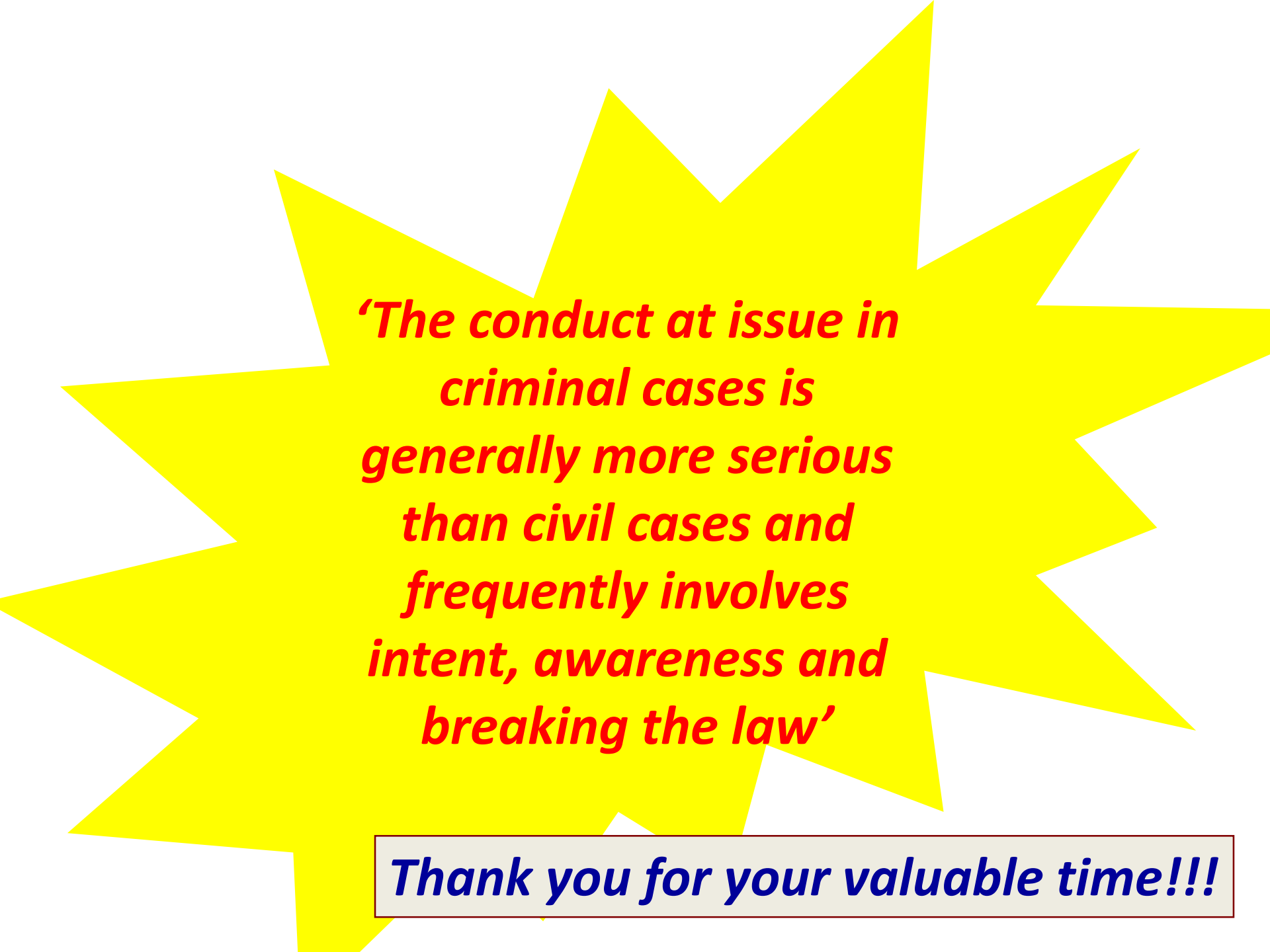
District of Connecticut

FOR IMMEDIATE RELEASE

Wednesday, June 14, 2017

**Two Men Who Defrauded Banks in Connection with USDA
Export Financing Program Sentenced to Prison**

Deirdre M. Daly, United States Attorney for the District of Connecticut, today announced that two men involved in a multimillion dollar scheme to defraud banks participating in a USDA-backed export financing program were sentenced yesterday in New Haven federal court. Chief U.S. District Janet C. Hall sentenced **BRETT C. LILLEMOR**, 47, of Minneapolis, Minn., to 15 months of imprisonment and **PABLO CALDERON**, 61, Darien, Conn., to five months of imprisonment and five months of home confinement. Chief Judge Hall also ordered both men to serve a three-year term of supervised release, and to pay restitution in the amount of \$18 million and forfeit more than \$1.5 million of ill-gotten gains.



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Thank you for your valuable time!!!