

AO 91 (Rev. 08/09) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

United States of America)

v.)

Felipe Echeverry,)

Diego M. Echeverri,)

Amparo Echeverri, a/k/a Amparo Echeverry Valdes)

and Carlos Alfredo Pantoja-Coral)

Defendant(s)Case No. 11-6153-RSRFILED BY _____ D.C.
2011 MAR -9 AM 4:00
STEVEN J. ROSE
CLERK U.S. DISTRICT COURT
S.D. OF FLA.

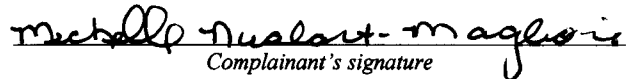
CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of January 20, 2011 to the present in the county of Broward and elsewhere in the
Southern District of Florida, the defendant(s) violated:*Code Section*50 U.S.C 1705
31 C.F.R. 560.204
31 C.F.R. 560.203*Offense Description*International Emergency Economic Powers Act
Iranian Transactions Regulations (Conspiracy to Export or Transship)
Iranian Transaction Regulations (Evasion/Attempt)
and did knowingly and willfully, conspire and attempt to export goods, directly or indirectly from the United States, that is twenty-two J-85 engines, which they knew were destined and intended for shipment to Iran, an embargoed nation, in violation of Title 50, USC, Section 1705, and Title 31, CFR, Section 560.204; and did knowing conduct a transaction within the United States that had the purpose of avoiding or evading the embargo 31 CFR 560.203.

This criminal complaint is based on these facts:

See Attached Affidavit

☒ Continued on the attached sheet.
Complainant's signatureSpecial Agent Michelle Nualart-Maglione, ICE
Printed name and title

Sworn to before me and signed in my presence.

Date: 3-9-11
Judge's signatureCity and state: Fort Lauderdale, FloridaROBIN S. ROSENBAUM US MAGISTRATE JUDGE
Printed name and title

AFFIDAVIT

I, Special Agent Michelle Nualart-Maglione, U.S. Immigration and Customs Enforcement, (hereinafter referred to as "ICE"), being first duly sworn, state as follows:

PERSONAL BACKGROUND

1. I am employed as a Special Agent with Immigration and Customs Enforcement (ICE), United States Department of Homeland Security, Ft Lauderdale, Florida, and have been since July 2004. I am presently assigned to the Counter Proliferation Group. Prior to becoming a Federal Agent, I worked for United States Customs Service for approximately ten years and held positions including International Trade Specialist, Import Specialist and Customs Inspector. I have received training and conducted criminal investigations concerning the importation of counterfeit goods, the misrepresentation or omission in shipping documentation of items to be imported into the United States and other violations of Federal law.

2. As a Special Agent with ICE, I have also received training related to the enforcement of statutes of the U.S. Codes specifically related, but not limited to, the Export Laws of the United States, i.e., the Arms Export Control Act ("AECA") – Title 22, United States Code, Section 2751, et seq.; the Export Administration Act ("EAA") – Title 50, United States Code, Section 2401, et seq.; and the International Emergency Economic Powers Act ("IEEPA") – Title 50 United States Code, Section 1701, et seq.

3. I am also familiar with related federal laws and the interpretation and application of federal laws and federal court procedures, and I have previously conducted and assisted in the execution of numerous federal arrest and search warrants. I have conducted and participated in investigations of violations of United States laws relating to the unlawful export from the United States of goods and technology restricted for export for reasons of national security, foreign policy, anti-terrorism, and embargoed destinations, and I am empowered to make arrests in connection with such violations.

APPLICABLE STATUTE AND REGULATIONS

4. The President of the United States of America, by virtue of the International Emergency Economic Powers Act, (IEEPA) Title 50, United States Code, Section 1701, et. seq., was granted authority to deal with unusual or extraordinary threats to the national security, foreign policy and economy of the United States.

5. The International Emergency Economic Powers Act (IEEPA), Title 50, United States Code, Section 1705 make it a federal offense for a person to violate, conspire to violate or cause a violation of any license, order, regulation or prohibition issued under this chapter.

6. On March 15, 1995, pursuant to IEEPA, the President issued Executive Order 12957 (E.O. 12957) finding that the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States, and declared a national emergency to deal with that threat. 7. 6
May 6, 1995, pursuant to IEEPA, the President issued Executive Order 12959 (E.O. 12959)

to take steps with respect to Iran in addition to those set forth in E.O. 12957 of March 15, 1995, to deal with the unusual and extraordinary threat to the national security, foreign policy, and economy of the United States, referred to in that order.

8. In order to implement E.O. 12959, The United States Treasury Department, through the Office of Foreign Assets Control, issued the Iranian Transactions Regulations, Title 31, Code of Federal Regulations, Part 560. These regulations prohibit, among other things, (1) the exportation reexportation, sale, or supply, directly or indirectly, from the United States or by a United States person, wherever located, of any goods, technology or services, to Iran or the Government of Iran, Title 31, Code of Federal Regulations, Section 560.204, and (2) the exportation, reexportation, sale, or supply of any goods, technology, or services to a person in a third country undertaken with knowledge or reason to believe that the supply, transshipment or reexportation is intended specifically, directly or indirectly, for Iran or the Government of Iran, Title 31, Code of Federal Regulations, Section 560.204. Title 31, Code of Federal Regulations, Section 560.203 provides that any transaction by any United States person or within the United States that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the provisions in the Iranian Transactions Regulations is prohibited. Title 31, Code of Federal Regulations, Section 560.314 defines "United States Person" as any United States citizen, Permanent resident alien, entity organized under the laws of the United States (including foreign branches), or any person in the United States.

9. On March 8, 1996, the President continued the national emergency with respect to Iran and Executive Orders 12957 and 12959, because the actions and policies of

the Government of Iran continue to threaten the national security, foreign policy and economy of the United States.

10. By Notice dated March 5, 1997, the President continued the National Emergency with respect to Iran. In the Notice, the President found that the continuation of the National Emergency with respect to Iran was necessary because the actions and policies of the Government of Iran, including its support for international terrorism, efforts to undermine the Middle East peace process, and the acquisition of weapons of mass destruction and the means to deliver them, continue to be a threat to the national security, foreign policy, and economy of the United States.

11 On August 19, 1997, the President continued the national emergency with respect to Iran and clarified the steps taken in Executive Orders 12957 and 12959, to deal with the unusual and extraordinary threat to the national security, foreign policy and economy of the United States declared in Executive Order 12957 in response to the actions and policies of the Government of Iran.

PROBABLE CAUSE

15. In preparing this affidavit, I have conferred with other agents who are experienced in the area of enforcing federal laws relating to the illegal export of goods, articles and services. The opinions stated below are shared by these agents. Furthermore, the information contained in this affidavit is based on my own observations and information obtained from other law enforcement personnel involved in the investigation.

16. Based upon the facts set forth below, your affiant has probable cause

to believe that DIEGO ECHEVERRI, AMPARO ECHEVERRI VALDES, CARLOS ALFREDO PANTOJA CORAL and FELIPE ECHEVERRI did knowingly and willfully, conspire and attempt to export goods, that is twenty-two J-85 engines which they knew were destined and intended for shipment to Iran, an embargoed nation, in violation of Title 50, United States Code, Section 1705, and Title 31, Code of Federal Regulations, Sections 560.203 and 560.204.

17. On January 20, 2011, a Homeland Security Investigations undercover agent (hereinafter UCA) in Broward County, Florida, posing as a broker responded via email to an advertisement listed on the internet for J85-CAN-15 aircraft engines for sale which are used primarily in the F-5 fighter jet. After receiving a response from the seller, later identified as FELIPE ECHEVERRI, the UCA initiated a phone call on January 24, 2011 to further discuss the deal. During this conversation, FELIPE ECHEVERRI informed the UCA that he had twenty-two J85 engines stored in a warehouse in Miami, Florida, but he did not have logbooks or data plates for the engines. Upon learning this, the UCA asked FELIPE ECHEVERRI if he could send his associate to inspect the engines. FELIPE ECHEVERRI agreed and instructed the UCA to have his associate contact members of FELIPE ECHEVERRI'S family who would be available to show the engines in Miami.

18. Your affiant is aware that Iran and Venezuela are two countries which still utilize the F-5 Fighter. According to public information sources, today, Iran produces an indigenous aircraft titled the "Saegheh" which is built on the same platform as the F5.

19. On February 2, 2011 another UCA and a Homeland Security

Investigations Confidential Informant (hereinafter CI) met with members of FELIPE ECHEVERRI'S family to inspect the J85 engines. Three members of the family were present during the meeting and identified themselves as DIEGO, AMPARO and CARLOS ALFREDO PANTOJA CORAL. During the next few days following the meeting, several more phone calls and emails were exchanged between FELIPE ECHEVERRI and the UCA further discussing the details of the deal. Specifically, the UCA informed FELIPE ECHEVERRI he was purchasing the engines on behalf of customers located in Iran. The UCA further explained the Iranian buyers were willing to purchase the engines for the asking price of \$320,000.00, but were skeptical about FELIPE ECHEVERRI'S ability to deliver the engines to Bandar Abbas, Iran. FELIPE ECHEVERRI asked the UCA to meet with his family in Miami to discuss further details. The UCA agreed and stated he would contact FELIPE ECHEVERRI about setting up a meeting.

20. Between February 9, 2011 and February 15, 2011 several phone conversations and email exchanges between the UCA, in Broward County, Florida, DIEGO ECHEVERRI and FELIPE ECHEVERRI took place further discussing the details of purchasing and shipping the J85 engines to Iran via Panama. Included in the above mentioned communications was an unsolicited quote sent via email from FELIPE ECHEVERRI to the UCA on February 9, 2011 outlining the costs for shipping the twenty-two engines from Miami to Panama and Miami to Kuwait. In response to this, the UCA called FELIPE ECHEVERRI the same day to clarify the shipping requirements. During the conversation the UCA explained that shipping the engines to Kuwait would not be an option due to the heavy American presence

in the country and the fact Kuwait was too far out of the way from Iran. The UCA informed FELIPE ECHEVERRI the engines needed to be shipped to "the port of Bandar Abbas in Iran" because that was where the Iranian Navy had a large presence. FELIPE ECHEVERRI acknowledged this and informed the UCA he should set up a company in order to assist with the shipping. The UCA stated he would contact FELIPE ECHEVERRI in the next few days with his flight schedule for a meeting in Miami.

21. On February 16, 2011, the UCA met with DIEGO ECHEVERRI, CARLOS ALFREDO PANTOJA CORAL, AMPARO ECHEVERRI and an unknown warehouse worker/owner at a warehouse located in Miami, Florida. The UCA was shown the twenty- two J85 engines. The UCA explained to Diego Echeverri the difficulties in obtaining these items and asked if he understood the engines were destined for Iran, a country with an embargo from the United States. DIEGO ECHEVERRI replied by saying it was not a problem and asked the UCA not to use the word "Iran" again. The UCA further explained to DIEGO ECHEVERRI, CARLOS ALFREDO PANTOJA CORAL, and AMPARO ECHEVERRI how much more the engines could be worth had they had the maintenance logs. AMPARO ECHEVERRI then went inside the small office and returned with a small book. AMPARO ECHEVERRI handed the book to DIEGO ECHEVERRI who gave it to the UCA. DIEGO ECHEVERRI explained to the UCA that it was a logbook created for one of the engines. DIEGO ECHEVERRI further stated that they know a person who can make logbooks for all working engines. The UCA asked if it was real and DIEGO ECHEVERRI responded "No". DIEGO ECHEVERRI asked the UCA for an

additional \$900.00 for each logbook. The UCA inspected the logbook and noticed the logbook appeared to be recently created. It contained logs dating back to 1986 in what appeared to be the same font, style and ink. The logbook presented no signs of wear or tear and it was in mint condition. Further details of the sale were discussed and a Letter of Intent that was presented to DIEGO ECHEVERRI, CARLOS ALFREDO PANTOJA CORAL, and AMPARO ECHEVERRI to sign. AMPARO ECHEVERRI refused to sign the Letter of Intent because it had the word "Iran" on it. Instead AMPARO ECHEVERRI suggested that the UCA should purchase the aircraft with the entire amount up front, wired to their company in Colombia and take possession of the engines in Miami. The UCA stated the reason he was paying such a large amount of money was because he understood from previous discussions with FELIPE ECHEVERRI that they would handle the shipping. The UCA stated he would call the buyers in Iran that day and present them with this new information. The UCA agreed to call DIEGO ECHEVERRI the next day.

22. On February 17, 2011, two discussions took place between the UCA, FELIPE ECHEVERRI and DIEGO ECHEVERRI. During these conversations, DIEGO ECHEVERRI and FELIPE ECHEVERRI stated that AMPARO ECHEVERRI was ultimately in charge of the negotiations and the only terms she would agree to, was to have the UCA deposit the full amount of \$320,000.00 into a Columbian bank account before the engines would be released to the UCA. Furthermore, they explained that AMPARO ECHEVERRI did not want to be involved with the shipping, and any shipping would be the responsibility of the UCA. The UCA responded to

this by explaining these terms were unacceptable. The UCA further stated that in order for the deal to happen, he was willing to deposit fifty percent upfront but, DIEGO ECHEVERRI, FELIPE ECHEVERRI, CARLOS ALFREDO PANTOJA CORAL and AMPARO ECHEVERRI would have to assist with the shipping of the engines to Panama. Once in Panama, the UCA stated he would transship them to Iran. DIEGO ECHEVERRI and FELIPE ECHEVERRI responded by saying the only way to make the deal happen was if they received the full amount upfront and they were not involved in the shipping.

23. On February 18, 2011, during a phone conversation with FELIPE ECHEVERRI, the UCA stated he was no longer interested in purchasing the engines if FELIPE ECHEVERRI and his family were unwilling to assist with shipping. An email was sent to FELIPE ECHEVERRI after the phone call further explaining that the UCA was not interested anymore and wishing them luck selling the engines to someone else. Later the same day, FELIPE ECHEVERRI and DIEGO ECHEVERRI called the UCA and explained they were willing to assist with the shipping of the engines to Panama as well as accept a fifty percent deposit upfront and the remaining balance once the engines were at the port of Miami ready to be sent, but that the cost of shipping was the responsibility of the UCA. The UCA agreed and asked DIEGO ECHEVERRI to send him a contract. Once the contract was received, the UCA stated he would contact DIEGO ECHEVERRI in a few days.

24. On February 22, 2011, several conversations took place between the UCA and DIEGO ECHEVERRI discussing the contract which outlined the sale and shipment of the engines. During these conversations, the UCA informed DIEGO

ECHEVERRI that he was no longer comfortable with how the deal was going and explained to DIEGO ECHEVERRI that he made the decision to create a separate company which would be used for shipping the engines because he did not want to risk putting his own company on the shipping paperwork. The UCA further informed DIEGO ECHEVERRI that they both need to be smart about how the engines would be shipped and creating a separate company would protect both of them. DIEGO ECHEVERRI responded by saying he was going to keep the engines on the market while this was being done. The UCA agreed and stated "if you have to sell them, you sell them."

25. On February 24, 2011, FELIPE ECHEVERRI contacted the UCA to reinforce the fact that they were still willing to agree to the previously negotiated terms of accepting a fifty percent deposit up-front and ship the engines to Panama. The UCA responded by further clarifying that FELIPE ECHEVERRI and his family would help to ship the engines to Panama even though the UCA was creating the company to be used on the shipping documents. FELIPE ECHEVERRI agreed and the UCA stated he would contact FELIPE ECHEVERRI to set up a final meeting once the paperwork for creating the company was complete.

26. On February 28, 2011, FELIPE ECHEVERRI sent an unsolicited email to the UCA asking him if it would be ok to start building crates for packing the engines so they would be ready for shipment when the UCA arrived on the day of the final meeting. The UCA responded via email by stating it was ok and would be very helpful.

27. On March 3, 2011, DIEGO ECHEVERRI agreed to meet the UCA on March 8, 2011, to finalize the payment and shipping arrangements and agreed to send the contract.

28. On March 4, 2011, an email was sent to the UCA on behalf of AMPARO ECHEVERRI VALDES containing the shipping arrangements from Miami to Panama. These arrangements provide that the shipping container must be at the Port no later than Thursday March 10, 2011 for departure to Panama on March 11, 2011.

29. On March 4, 2011, the Agreement for Sale and Purchase was sent by email from Broward County Florida to the email address used by AMPARO ECHEVERRI VALDES listing the buyer as a Fort Lauderdale, Florida company.

30. On March 8, 2010, DIEGO ECHEVERRI, AMPARO ECHEVERRI VALDES, and CARLOS ALFREDO PANTOJA CORAL met with an ICE UCA to execute the Agreement for Sale and finalize the shipping arrangements. AMPARO ECHEVERRI VALDES signed the Agreement for Sale and accepted the down payment for twenty-two J-85 engines and the shipping costs to send the engines to Panama for transshipment to Iran.

31. DIEGO ECHEVERRI has been identified as a United States person who resides in Elmhurst New York. AMPARO ECHEVERRI VALDES and CARLOS ALFREDO PANTOJA CORAL are United States persons within the meaning of 31 C.F.R. 560.314 because they conducted negotiations for the sale and export of the J-85 engines in the United States.

32. Because the sale, exportation and reexportation transaction occurred within the United States there is probable cause to establish that DIEGO ECHEVERRI, AMPARO ECHEVERRI VALDES, CARLOS ALFREDO PANTOJA CORAL and FELIPE ECHEVERRI conspired and attempted to violate the provisions of 31 CFR Section 560.203, 560.204 and 50 U.S.C. 1705.

FURTHER AFFIANT SAYETH NAUGHT.

Michelle Nualart-Maglione
MICHELLE NUALART-MAGLIONE, Special Agent
Immigration and Customs Enforcement

Sworn to before me this
4th day of March, 2011.

Robin S. Rosenbaum
ROBIN S. ROSENBAUM
UNITED STATES MAGISTRATE JUDGE