

# UNITED STATES DISTRICT COURT

for the  
District of New Jersey



United States of America  
v.  
William Garrison Jackson

Case No.  
17-5554 (KMW)

Defendant(s)

## 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 02/2011 to 1/2015 in the county of Burlington in the  
District of New Jersey, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
18 U.S.C. § 1349	Conspiracy to commit mail and wire fraud; and
18 U.S.C. § 1956(h)	Conspiracy to commit money laundering

This criminal complaint is based on these facts:

\*\*\*See Attachment A\*\*\*

☒ Continued on the attached sheet.

Complainant's signature

Nicholas Tranchitella, DHS/HSI Special Agent

Printed name and title

Sworn to before me and signed in my presence.

Date: 09/19/2017

City and state: Camden, New Jersey

Judge's signature

Karen M. Williams, U.S. Magistrate Judge

Printed name and title



ORIGINAL FILED  
SEP 18 2017  
WILLIAM T. MURPHY, CLERK

CONTENTS APPROVED

UNITED STATES ATTORNEY

By: 

Jason M. Richardson, AUSA

Date: September 18, 2017



**Attachment A**

**Count 1**

From in or about February 2011 to in or about January 2015, in the District of New Jersey and elsewhere, defendant

WILLIAM GARRISON JACKSON

did knowingly and intentionally conspire and agree with Individual #1, and others, to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice: (1) caused to be deposited matters and things to be sent and delivered by private and commercial interstate carriers, contrary to Title 18 United States Code, Section 1341; and (2) caused to be transmitted by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, and sounds, contrary to Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1349.

**Count 2**

From in or about September 2013 to in or about February 2014, in the District of New Jersey and elsewhere, defendant

WILLIAM GARRISON JACKSON

did knowingly and intentionally conspire and agree with Individual #1, Individual #4, and others to conduct financial transactions affecting interstate and foreign commerce, which transactions

involved the proceeds of specified unlawful activity, that is, mail fraud, in violation of Title 18, United States Code, Section 1341 and wire fraud, in violation of Title 18, United States Code, Section 1343, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership, or the control of the proceeds of the specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(1)(B)(i).

In violation of Title 18, United States Code, Section 1956(h).

## **ATTACHMENT B**

### **COMPLAINT AFFIDAVIT**

I, Nicholas Tranchitella, Special Agent with the U. S. Department of Homeland Security, Homeland Security Investigation, have knowledge of the following facts based on my own investigation and upon conversations with other individuals involved in this investigation. I have not included all of the facts known to me in this Affidavit, just those facts which I believe necessary to establish probable cause. Where the contents of statements and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated. Where I assert that an event occurred on a particular date, I am asserting the event occurred on or about the date alleged:

1. At all times relevant to this Complaint:
  - a. William Garrison Jackson, also known as W. Garrison Jackson, ("Jackson") was a United States citizen and resident of Cortlandt Manor, New York. Jackson maintained personal bank accounts at JP Morgan Chase Bank ("JP Morgan").
  - b. Individual #1 was a United States citizen and resident of Mount Laurel, New Jersey.
  - c. Individual #2, who was a business partner/associate of Jackson and Individual #1, was a resident of Berlin, New Jersey.
  - d. Individual #3, who was a business partner/associate of Jackson and Individuals #1 and #2, was a Liberian-born United States citizen who resided in Liberia and at times worked for the Liberian government.
  - e. Individual #4, who was an associate of Jackson and Individual #1, was a resident of Willingboro, New Jersey and operated a business ("Business #1") in Willingboro, New Jersey. Individual #4 maintained a business bank account at Beneficial Bank in the name of Business #1.

f. The Overseas Private Investment Corporation ("OPIC") was a United States governmental agency located in Washington, D.C. OPIC's mission was to encourage U.S.-based companies to invest in overseas business projects. To do so, OPIC provided, among other things, loans to small businesses for investments in overseas projects. To qualify for a small business loan, the U.S. business, also called the "U.S. Sponsor," had to own at least 25% of the overseas project. To apply for a small business loan, the borrower had to submit an application form, including a detailed business plan and cash flow projections, and each sponsor of the borrower had to complete and submit a Sponsor Disclosure Report. Applications were generated by submitting the required documents through OPIC's Forms Dashboard accessed on the internet website [www.OPIC.gov](http://www.OPIC.gov).

g. NuStrata Logistic, LLC ("NSL-US"), was a domestic limited liability company in New Jersey formed in 2010 by Jackson, Individual #1 and Individual #2. NSL-US was the "parent company" of a Liberian business, NuStrata Logistics Liberia, Inc. ("NSL-L"), a wholly-owned subsidiary. NSL-L was a licensed and registered Liberian company. For the purposes of the OPIC loan, NSL-US was the U.S. sponsor of NSL-L.

h. Jackson and Individual #1 maintained bank accounts on behalf of NSL-US at Bank of America and on behalf of NSL-L at Ecobank Liberia ("Ecobank").

2. Jackson, along with Individual #1, engaged in a conspiracy to defraud OPIC of more than \$1 million, through a sophisticated loan scheme, and laundered a portion of the loan proceeds for their personal benefit.

3. According to documents filed with OPIC, Jackson was the Executive Vice President of Communications and Strategy for NSL-L, Individual #1 was the President of NSL-L, and Individual #2 was the Executive Vice President of Operations for NSL-L.

4. NSL-US and NSL-L were created to operate an urban public transportation bus service in Liberia, branded "The Lizard Bus." In 2010, Jackson, Individual #1, and Individual #2 established a pilot program in order to measure "The Lizard Bus's" potential in the Monrovia, Liberia market. Six private individuals who invested approximately \$150,000 with NSL-US between July 2010 and September 2010 helped fund the pilot program. In addition, Jackson invested approximately \$175,000, Individual #1 invested approximately \$100,000 to \$175,000 and Individual #2 invested approximately \$25,000. Jackson and Individuals #1 and #2 owned 90% of NSL-US. Individual #3 owned 5%. Individual investors owned the remaining portion of NSL-US.

5. To obtain the loan from OPIC, Jackson and Individual #1 submitted documents to OPIC with materially false and fraudulent representations, including, among others: (1) false financial documents that claimed that NSL-US's investors, along with the principals, had a combined liquid net worth of over \$2,000,000, or more than 2 times the principal amount of the OPIC loan; (2) false financial documents that claimed over-inflated assets; and (3) a fraudulent disbursement request advising OPIC that NSL-L would use \$560,000 to pay for the purchase of buses and transshipping costs. Based on these and other material misrepresentations, OPIC approved the loan and made loan disbursements to NSL-L by international wire transfers of money to NSL-L's bank account in Liberia.

6. In or about June 2010, NSL-US purchased six passenger buses in the United States and shipped them to Monrovia, Liberia. NSL-L operated these buses in Monrovia as part of the pilot program.

7. In or about November 2010, Individual #2 contacted OPIC inquiring whether OPIC would fund a public transportation bus company in Monrovia, Liberia.

8. Between December 2010 and April 2011, Jackson and Individual #1 met with OPIC representatives in Washington, D.C. and exchanged a series of emails regarding NSL-US's public transportation bus project in Monrovia, Liberia and NSL-US's sponsoring NSL-L's loan application.

9. On or about April 15, 2011 and November 22, 2011, Jackson and Individual #1 accessed OPIC's internet portal ([www.opic.gov](http://www.opic.gov)) and submitted an application to OPIC for a loan from OPIC to NSL-L. The initial application requested a loan in the amount of \$915,415.

10. On June 19, 2011, Jackson and Individual #1 received NSL-L financial statements for the 2010 year and first quarter of 2011 via email from their accountant. However, on June 29, 2011, Jackson submitted, via email, inflated financials to OPIC as part of the loan process. The financial statements submitted to OPIC were different than the ones received by the accountant. The financial statements submitted were an attempt to show NSL-L as being financially stronger than what it was at the time.

11. On December 20, 2011, Individual #1 sent an email to an OPIC Senior Project Officer, which included a carbon copy to Jackson, inquiring whether NSL-L's loan amount could be increased. In the email, Individual #1 falsely represented that since August 2011 an



additional \$50,000 had been invested into NSL-L. As a start-up project, OPIC required NSL-L to maintain a 60/40 debt to equity ratio.

12. On February 29, 2012, Jackson sent OPIC, by electronic mail, NSL-L's financial plan which included a \$716,715 projected cost for the purchase of the buses.

13. On or about June 17, 2013, Individual #1, as President of NSL-L, signed the OPIC loan agreement for the loan amount of \$1,059,266. Section 6.03 of the June 17, 2013 loan agreement forbade the use of the loan money to repay any principals, shareholders, or investors until the loan was repaid in full to OPIC.

14. On or about July 30, 2013, Individual #1, on behalf of NSL-L, submitted by Federal Express from New Jersey to Washington, D.C., a disbursement request memorandum falsely outlining how NSL-L intended to use the loan money. Disbursement was to be applied to: 1) Bus Purchase and Shipping in the amount of \$560,000; 2) Property and Construction in the amount of \$123,000; and 3) Working capital in the amount of \$375,000.

15. In or about August 2013, Jackson, Individual #1, Individual #3, as well as several of the investors, executed the Guaranty in favor of OPIC. On August 7, 2013, Individual #1 sent the signature pages of the Guaranty by Federal Express from New Jersey to Washington, D.C.

16. On August 7, 2013, Jackson sent, by electronic mail, the Senior Investment Officer of OPIC an investment overview spreadsheet and supporting exhibits that OPIC had requested. Jackson wrote in the body of the electronic mail, Individual #1 has sent an overnight to [OPIC's Attorney] containing the signature page of the loan agreement, Promissory Note and Disbursement Request all with his handwritten signature.

17. On or about September 4, 2013, based on the false and fraudulent pretenses, representations, and promises of Jackson and his co-conspirators, OPIC made a loan disbursement of \$1,059,266 to NSL-L by international wire transfer of money into NSL-L's Ecobank bank account in Liberia.

18. On or about September 6, 2013, Jackson and Individual #1 caused \$700,000 to be withdrawn from NSL-L's Ecobank bank account in Liberia and wire transferred to NSL-US's Bank of America account in the United States.

19. On or about September 13, 2013, Jackson and Individual #1 caused a wire transfer of \$532,000 from NSL-US's Bank of America account to Business #1's Beneficial Bank account to pay for "asset purchases." In reality, Jackson and Individual #1 used this money to reimburse themselves and Individual #1's family members for their investment in NSL-US, in violation of the OPIC loan agreement.

20. On or about September 16, 2013, Jackson and Individual #1 caused a wire transfer of \$55,000 from Business #1's Beneficial Bank account to the TD Bank account of Jackson's wife to pay for "business supplies." In reality, Jackson used this money to reimburse himself for his investment in NSL-US, in violation of the OPIC loan agreement.

21. On or about September 19, 2013, Jackson and Individual #1 caused a wire transfer of \$50,000 from Business #1's Beneficial Bank account to Individual #1's TD Bank account to pay for "business supplies." In reality, Individual #1 used this money to reimburse himself for a loan that he made to NSL-US, in violation of the OPIC loan agreement.

22. On or about September 25, 2013, Jackson and Individual #1 caused Business #1 to issue a \$120,000 check from Business #1's Beneficial Bank account and made payable to

Individual #4. Thereafter, Individual #4 wired transferred \$110,000 to a NSL-US account to pay for the "purchase of investment property."

23. On or about November 15 and December 11, 2013, Jackson and Individual #1 caused wire transfers in the amount of \$16,666.66 from NSL-US's Bank of America account to Jackson's bank account at JP Morgan, to reimburse Jackson for a loan that Jackson made to NSL-US, in violation of the OPIC loan agreement.

24. Between on or about February 3, 2014 and on or about February 24, 2014, Individual #1 caused NSL-US to issue four checks in the amount of \$8,000 totaling \$32,000 to Individual #1's father, who had provided Individual #1 with the funds to invest in NSL-US, in violation of the OPIC loan agreement.

25. According to the June 17, 2013 loan agreement, NSL-L was to repay OPIC "in sixteen (16) approximately equal semi-annual installments (collectively, the "Principal Installments") on each Payment Date beginning on the earlier of (a) the first Payment Date following 24 months after the Closing Date, and (b) December 15, 2014 (the period from the Closing Date until such date, the "Grace Period"); and ending no later than June 15, 2022 (the "Loan Maturity Date")." An analysis of bank account records indicate NSL-L only made one payment, via wire transfer, toward the loan on January 6, 2014 in the amount of a wire for \$17,239.55. The wire was made payable to the United States Treasury for "1st Interest Only Payment."

26. In approximately April 2014, Lizard Bus ceased operations in Liberia because it lacked operational funds. According to Witness #1, who resides in Liberia and was NSL-L's Operations Manager, NSL-L was set up to fail. Witness #1 added that in March 2014 during a visit to Liberia, Jackson told Witness #1 that there were three months of operational expenses in the NSL-L Ecobank Liberia bank account. Witness #1 stated that this was not the case. After

Jackson left Liberia, an NSL-L office manager informed Witness #1 that there was only \$6,000 left in the NSL-L Liberian bank account. A review of the NSL-L Ecobank Liberia bank account statements showed that on April 14, 2014 there was approximately \$6,568.99 left in the bank account. Witness #1 advised that the fuel for the 10 buses cost approximately \$1,500 per day. Witness #1 further advised that he did not have signature authority on the NuStrata bank account in Liberia so he was unable to have access to the NSL-L Ecobank Liberia bank account. Jackson and NSL-L's office manager were the only individuals with signature authority on the NSL-L Liberian bank account. After being informed by NSL-L's office manager of the lack of operational funds, Witness #1 called Jackson and was told by Jackson to be frugal and operate with the money being generated from operations. Witness #1 stated Jackson's idea was problematic because the money generated by the buses did not cover the expenses there was no profit being generated.

27. On July 24, 2015, upon defaulting and failing to repay the loan per the loan agreement, OPIC issued a "Notice of Default, Notice of Acceleration, and Guaranty Demand" memorandum to NSL-L and NSL-US which was addressed to the attention of Individual #1 at his home residence in Mount Laurel, New Jersey. As a result of the default, and in an attempt to negotiate with OPIC, NSL-L provided OPIC with documentation regarding the expenditures of the loan. NSL-L provided two invoices, both dated August 29, 2013, indicating that NSL-L: 1) bought 12 buses for \$288,750; and 2) paid \$243,250 to ship the 12 buses to Liberia. The two August 29, 2013 invoices for the purchase and shipping of the buses were from Business #1 and billed to the attention of, "Garrison Jackson, NuStrata Strata Logistics (Liberia), Inc." NSL-US actually purchased the buses from a company called Public Surplus via an online auction. NSL-

US purchase price for the 12 buses was actually \$190,460.16. NSL-US purchased the buses under the username "AgamaBus." According to Public Surplus records, "AgamaBus" was registered under the name Jackson. Further investigation revealed that NuStrata used a company called Force Container Line, LLC ("FCL") located in Cranford, New Jersey to arrange for the shipment of the buses to Liberia. According to records received from FCL, FLC invoiced NuStrata a total of \$114,609.54 for shipping 11 buses to Liberia. The false invoices provided to OPIC was an attempt by Jackson to mislead OPIC on the actual purchase price and shipment cost of the buses to justify Jackson's and Individual #1's personal use of the money.

28. On July 27, 2016, law enforcement officers interviewed Jackson. During the interview, Jackson stated, in sum and substance, that:

a. Jackson was a partner in NSL along with Individual #1 and Individual #2. They established NSL to provide bus transportation services in Liberia.

b. In or around 2010, NSL conducted a test trial for a bus transportation service in Liberia. The results of the test trial were positive but NSL needed more capital to expand NSL's business. Therefore, NSL applied for a loan through OPIC. NSL would use the money received from OPIC to expand the bus transportation business in Liberia. Specifically, NSL would use the proceeds of the loan from OPIC to purchase additional busses and bus parts.

c. In 2013, OPIC granted NSL a loan for a little more than \$1 million. The loan amount from OPIC went into a NSL bank account. Jackson stated they used the loan to buy 12 busses and bus parts. Prior to purchasing the 12 busses, NSL operated the test program with six busses sent to Liberia from the United States. Jackson recalled two of the six busses

were scrapped and the others rehabbed during the time NSL was buying the 12 busses using the OPIC loan money.

d. In or around March/April 2014, after NSL purchased the 12 busses and sent them overseas, Jackson traveled to Liberia to make sure the bus transportation business was functional and up and running. Jackson returned to the United States in the middle of May 2014 with the intention of returning to Liberia in June 2014. However, Jackson stated he never made it back to Liberia because shortly after he left Liberia, in May 2014, the Ebola outbreak occurred. The Ebola outbreak caused major problems for NSL's bus transportation business in Liberia.

e. Jackson stated NSL sourced out the purchasing of the 12 busses and the bus parts. NSL used the services of a broker to purchase the 12 busses and the bus parts. Eventually, Jackson identified Business #1 as the broker and that the business was located in New Jersey. According to Jackson, Business #1 was in the business of purchasing safety equipment and helped purchase the busses and bus parts for NSL. Jackson recalled that Individual #4 was NSL's contact at Business #1.

f. Law enforcement showed Jackson a copy of a Business #1 invoice dated August 29, 2013 for the purchase of 12 busses. The Business #1 invoice was invoiced to "Attn: Garrison Jackson, NuStrata Logistics (Liberia), Inc., [Individual #1's address], NJ 08054." Jackson stated these were the 12 busses that Individual #4 helped buy for NSL. Jackson stated he was the one who actually bid on the busses through auctions. Jackson would win some bids but not win all the bids he put in on busses. Law enforcement officers interviewed Individual #4 who said he/she had no involvement in bidding on the busses. Individual #4 explained that his/her role was only to send the money to where he/she was told to send it too.

g. Individual #1 introduced Jackson to Individual #4. Jackson did not know how Business #1's business operated other than selling safety supplies to construction companies. The reason for using Individual #4 to pay for the busses, bus parts, and shipping was the Liberian infrastructure was poor and unreliable. Therefore, Jackson stated if a bill needed to be paid in the United States and Jackson was in Liberia then Individual #4 could quickly pay the bills because Individual #4 was in the United States. During this time, Individual #1 and Individual #2 had full time jobs so it would be easier for Individual #4 to take care of paying the bills.

h. Jackson stated Individual #4 paid for the busses with money NSL received from the OPIC loan. Jackson reviewed a Bank of America NSL bank account statement dated September 01, 2013 to September 30, 2013; Jackson confirmed that after receiving the over \$1 million OPIC loan into NSL's bank account in Liberia, \$700,000 was moved from Liberia to NSL's United States Bank of America. Of this \$700,000, NSL wired \$532,000 to Individual #4's account under Business #1's name. Jackson instructed Individual #4 on where to send the payment for the busses, bus parts, and shipping to Liberia.

i. Jackson invested \$175,000 into NSL and never recouped his investment. Jackson expected returns when the business started to grow. Jackson did not receive a salary but did pay himself from the investor funds deposited into NSL's bank account. Jackson paid himself various amount but no payments exceeded \$8,000. Jackson paid himself from funds in the NSL business bank account. Jackson worked on the bus transportation business more than Individual #1 and Individual #2. Jackson did not receive any money from the OPIC loan

because he understood the terms of the loan did not allow for shareholders of NSL to be repaid through the OPIC loan.

j. The only investor allowed to be paid with OPIC loan funds was a Liberian shareholder, Individual #3. Individual #3 was a 5% shareholder in NSL. Individual #3 was the manager on the ground in Liberia and was to be paid \$2,000 a month in this role. OPIC allowed for funds from the loan to be paid to Individual #3 for his services. Individual #3 was trusted by the NSL ownership because of his ties to the area.

k. Law enforcement showed Jackson the actual purchase prices of the 12 busses he won at the auctions - \$190,460.16. In addition, law enforcement pointed out that the Bill of Sales and auction records indicated Jackson purchased the busses in November and December 2013. Law enforcement then showed Jackson the Business #1 invoice dated August 29, 2013 for the 12 busses and the total purchase price of \$288,750.00. Jackson could not explain the difference between the actual total purchase price and the total purchase price on the Business #1 invoice. Jackson did not know why the Business #1 invoice had an August 29, 2013 date because NSL had not received the OPIC loan money as of the August 29, 2013 date. Jackson speculated Individual #4 may have written August 29, 2013 date because that is around the time NSL received the approval from OPIC for the loan.

l. Law enforcement showed Jackson a second Business #1 invoice dated August 29, 2013. This Business #1 invoice was invoiced to Attn: Garrison Jackson, NuStrata Logistics (Liberia), Inc., [Individual #1's address], NJ 08054. This invoice showed the cost for shipping the 12 busses to Liberia. Jackson stated NSL used a shipping company who worked on getting the busses shipped to Liberia. Business #1 did not provided any services in getting the



busses shipped other than paying the shipping company. At first, Jackson could not recall the name of the shipping company. Law enforcement asked Jackson if he ever heard of a company called Forced Container Line ("FCL"). Jackson identified FCL as the company that did the work in getting the busses shipped to Liberia. The owner of FCL was Witness #2, and FCL shipped two containers containing the busses. Jackson instructed Witness #2 to bill Business #1 for FCL's services. The money to pay FCL for the busses to be shipped came from the pool of money sent from NSL to Business #1. Jackson does not recall telling Witness #2 that Business #1 was NSL's investment account. If Jackson did say this it was not accurate because Business #1 is not NSL's investment account.

m. Jackson did not know why the OPIC loan money from NSL to Business #1 would have been moved to Individual #4's personal bank account. Jackson advised that NSL did not send all of the OPIC loan money to Business #1.

n. Jackson identified his wife as K.J. Law enforcement asked Jackson if K.J. ever sold business supplies to Business #1. Jackson stated K.J. never sold business supplies to Business #1. Law enforcement showed Jackson a wire from Business #1 to K.J. in the amount of \$55,000 listing the purpose of the wire to purchase business supplies. Jackson stated he told Individual #4 to pay his wife \$55,000 so it did not look like it was going to Jackson.

29. On July 27, 2016, law enforcement officers interviewed Individual #1. During the interview, Individual #1 stated, in sum and substance, that Jackson created the August 29, 2013 invoices from Business #1 that were provided to OPIC. Individual #1 confirmed the values on the August 29, 2013 invoices were false and that they were created to cover up the fact

that OPIC's money was used to repay Jackson, Individual #1 and Individual #1's family their investment into NSL in violation of the OPIC contract.