

AB, VINACOSSA ENTERPRISES AB, VINACOSSA ENTERPRISES LTD, SBS RESURSDIREKT AB and SPARFLEX AB, allege the following against defendants FOLKSAM ÖMSESIDIG LIVFÖRSÄKRING (“Folksam”), SWEDBANK AB, SKANDINAVISKA ENSKILDA BANKEN AB, SKATTEVERKET, FINANSINSPEKTIONEN, JENS HENRIKSSON, ERIK THEDÉEN, KATRIN WESTLING PALM and others known and unknown.

JURISDICTION

Subject Matter Jurisdiction

1. This Court has federal question jurisdiction pursuant to 28 U.S.C. §1331 because this action arises under 18 U.S.C. §§1961-68 (Racketeer Influenced and Corrupt Organizations Act) (“RICO”), and 18 U.S.C. §1030(g) (the Computer Fraud and Abuse Act). This Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. §1367(b).

Personal Jurisdiction

2. This Court has personal jurisdiction over Defendants because they have committed multiple acts of fraud by computer and wire, and by use of the United States mail, including in, to and/or from the Southern District of New York. In addition, defendants have knowingly and intentionally used banks in the Southern District of New York and elsewhere to facilitate money laundering in violation of 18 U.S.C. §§1956 & 1957.

3. As a result of Defendants’ wrongful conduct as alleged herein, Plaintiffs have been injured in their business or property in amount of at least Four Billion, Two Hundred Seventy-Nine Million, Eight Hundred Thousand dollars (\$4,279,800,000.00 USD) dollars, which is clearly in excess of the \$75,000.00 USD jurisdictional requirement.

Venue

4. Venue is proper in the United States District Court for the Southern District of New York, pursuant to 18 U.S.C. § 1965(a)(1), because:

- a. Plaintiff STEPHEN BRUNE is a citizen of the United States and, during the relevant time periods in this First Amended Complaint, was a resident of New York City with offices in New York County (Manhattan); and
- b. Defendant FOLKSAM ÖMSESIDIG LIVFÖRSÄKRING did substantial business in New York County:
 1. By investing plaintiffs' (and others') funds in investment vehicles in banks and other financial institutions in Manhattan, including SWEDBANK AB ("Swedbank"); and
- c. Because Swedbank maintains offices and did business in New York County. Swedbank is registered to do business in the State of New York.
- d. Because SEB maintains offices and did business in New York County. SEB is registered to do business in the State of New York.
- e. Plaintiff Victor Carlström resided in the Southern District of New York during a period of time in which defendants' tortious acts were committed.
- f. Either Defendants and/or their co-conspirators committed predicate acts of racketeering within the Southern District of New York.

5. Venue is also proper in this Court under 28 U.S.C. §1391(b)(2) because a substantial part of the events giving rise to the claims occurred in the Southern District of New York. In addition, venue is proper pursuant to 18 U.S.C. §1956(i)(1)-(3).

THE PARTIES

6. Plaintiff VICTOR CARLSTRÖM ("Carlström"), an individual, is a citizen of Sweden who is currently residing in the United States and seeking political asylum in the United States as a result of the facts of this case as set forth herein.

7. Plaintiff STEPHEN BRUNE ("Brune"), an individual, is a citizen of the United

States and a resident of New York City. At all times relevant to the allegations in this First Amended Complaint STEPHEN BRUNE resided in New York City and operated his business from his office in New York County (Manhattan).

8. Plaintiff VINACOSSA ENTERPRISES, AB (“Vinacossa”) is a company duly formed and domiciled in Gothenburg, Sweden. Vinacossa had a designated office located in Gothenburg, Sweden. Vinacossa did business in New York County (Manhattan).

9. Plaintiff VINACOSSA ENTERPRISES, LTD (“Vinacossa Ltd”) is a company duly formed and domiciled in Nicosia, Cyprus. Vinacossa Ltd has designated offices located in Nicosia and Larnaca, Cyprus. Vinacossa Ltd did business in New York County (Manhattan).

10. Plaintiff SBS RESURS DIREKT, AB (“Resurs Direkt”) is a company duly formed and domiciled in Gothenburg, Sweden. Resurs Direkt has a designated office located in Gothenburg, Sweden. Resurs Direkt did business in New York County (Manhattan).

11. Plaintiff BO FLEXIBILITET SVERIGE, AB (“Boflex”) is a company duly formed and domiciled in Gothenburg, Sweden. Boflex has a designated office located in Gothenburg, Sweden. Plaintiff Stephen Brune operated in New York, New York on behalf of Boflex, marketing Boflex to potential investors and to U.S. financial institutions, and creating presentations. Boflex also collaborated with Plaintiff Brune’s New York company, Imagine Partners, and engaged in financial transactions for services performed by Imagine Partners in New York, Plaintiff Brune’s venture capital firm.

12. Plaintiff SPARFLEX, AB (“Sparflex”) is a company duly formed and domiciled in Gothenburg, Sweden. Sparflex had a designated office located in Gothenburg, Sweden. Sparflex did business in New York County (Manhattan).

13. Defendant FOLKSAM ÖMSESIDIG LIVFÖRSÄKRING (“Folksam”) is, upon information and belief, a company duly formed and domiciled in Sweden. In 2017, Folksam had

approximately 13% of all its assets invested in the United States, including investments in major U.S. investment funds. Folksam also makes loans to companies located in the U.S. Also, according to postings on social media, Folksam employees traveled regularly to New York to meet with fund companies there.

14. Defendant SWEDBANK AB (“Swedbank”) is, upon information and belief, a banking and financial services company duly formed and domiciled in Sweden. Swedbank has a banking license in New York and an office and branch in Manhattan. Swedbank also has major investments in U.S. real estate, including a large real estate portfolio it acquired from the now-defunct Lehman Brothers.¹ According to Swedbank’s web site, its New York office is located at One Penn Plaza. Swedbank has had a banking presence in New York (and, in particular Manhattan) since 1991. *See, e.g.,* www.swedbank.us.

15. Defendant SKANDINAVISKA ENSKILDA BANKEN AB, (“SEB”) is, upon information and belief, a banking and financial services company duly formed and domiciled in Sweden. SEB is licensed in New York, and has an office at 245 Park Avenue, New York, New York. SEB also has substantial investments in the U.S.

16. Defendant SKATTEVERKET² is, upon information and belief, the Swedish equivalent of the United States’ Internal Revenue Service and is a government agency of Sweden.

17. The Swedish Tax Agency is not entitled to sovereign immunity because the claims herein arise out of Carlström’s personal injury and Plaintiffs’ loss of property occurring in the

¹ Information regarding Swedbank’s real estate portfolio, acquired from Lehman Brothers, can be found at: <https://therealdeal.com/2009/07/01/turtle-bay-foreclosure-suit-on-38m-former-lehman-loan-alexander-gurevich-swedbank-chinatruster-bank/>. *See also* <https://news.cision.com/swedbank/r/swedbank-s-exposure-to-lehman-brothers,c379258>.

² For purposes of convenience, Skatteverket will hereinafter be referred to by its English translation and cognate under U.S. law: “Swedish Tax Agency.”

United States caused by tortious acts or omissions by the Swedish Tax Agency and/or officials or employees of the Swedish Tax Agency acting within the scope of their office or employment. *See* 28 U.S.C. §1605(a)(5).

18. Defendant FINANSINSPEKTIONEN³ is, upon information and belief, the Swedish equivalent of the United States' Securities and Exchange Commission and is a government agency of Sweden. The Swedish Financial Supervisory Authority is not entitled to sovereign immunity because the claims herein arise out of Carlström's personal injury and Plaintiffs' loss of property occurring in the United States cause by tortious acts or omissions by the Swedish Financial Supervisory Authority and/or officials or employees of the Swedish Financial Supervisory Authority acting within the scope of their office or employment. *See* 28 U.S.C. § 1605(a)(5).

19. JENS HENRIKSSON ”), an individual, is a citizen of the Sweden and a resident of Hägersten församling, Stockholm, Sweden. Henriksson regularly travels to the United States, and New York in particular, for business purposes.

20. Defendant ERIK THEDÉEN an individual, is a citizen of Sweden and a resident of Hägersten församling, Stockholm, Sweden.

21. Defendant KATRIN WESTLING PALM an individual, is a citizen of Sweden and a resident of Stockholm, Sweden.

22. Collectively, CARLSTRÖM, BRUNE, VINACOSSA, VINACOSSA LTD, RESURS DIREKT, SPARFLEX, BOFLEX, the SWEDISH TAX AGENCY, the SWEDISHFINANCIAL SUPERVISORY AUTHORITY, FOLKSAM, SEB, SWEDBANK, JENS HENRIKSSON, ERIKTHEDÉEN, and KATRIN WESTLING PALM may be referred to hereafter as “the Parties.”

³ For purposes of convenience, Finansinspektionen will hereinafter be referred to by its English translation and cognate under U.S. law: “Swedish Financial Supervisory Authority.”

PRELIMINARY STATEMENT

23. Victor Carlström is a 36-year-old citizen of Sweden who, from 2006-2015, was one of the most successful financial brokers in Sweden. As a fund manager and financial advisor, Mr. Carlström (through various companies he controlled) eventually employed more than 200 people to service more than 10,000 clients.⁴

24. From 2015-2019, Carlström traveled regularly to the United States for business, particularly to New York and Las Vegas. That travel occurred approximately four times per year, usually for quarterly meetings with business associates. In particular, Carlström would bring his company employees to New York for meetings with executives at Merrill, Lynch and JP Morgan Chase, among others.

25. In fact, all of Carlström's companies did business in the United States. Carlström did business during this time frame with some of the U.S.'s leading banks and maintained bank accounts in New York during some of that period. Carlström also purchased securities from Merrill Lynch, Bank of America and for clients in Sparflex from 2017 through 2018. Carlström also invested significant amounts in North America High Yield Series for his clients' account during same period.

26. In 2013, Mr. Carlström (through his company SBS Resurs Direkt) entered into a contract with Folksam Ömsesidig Livförsäkring ("Folksam"), Sweden's largest insurance and financial services company. Folksam's clients include approximately 50% of Sweden's entire population. Carlström's role was to utilize Folksam's financial services and products for the benefit

⁴ Carlström's (and his companies') business reputation was beyond reproach, as he developed professional relationships and business with virtually all of Europe's and the U.S.'s leading banks, including Merrill Lynch, Goldman Sachs, Société Générale, BNP Paribas, Commerzbank, UBS, HSBC, Barclays, Royal Bank of Scotland, EFG Bank, Nordea, SEB, Handelsbanken, Swedbank, Danske Bank, SBAB, Carnegie Investment Bank, Nordnet Bank and ING Bank.

of his clients. That contract would ultimately lead to the events that underlie this First Amended Complaint.

27. Beginning in September 2015, two years after the commencement of the contract, but only months after Carlström expressed to Folksam executives his concerns with respect to the product of his due diligence research and investigation regarding Folksam's corrupt operations, Jens Henriksson, then-CEO of Folksam, unilaterally terminated the contract and began a deliberate, concerted, malicious, and illegal effort to utilize his company, the people within his control, and other professional associates and even Swedish government entities, to destroy Carlström and the companies with which he was affiliated.

28. During the ensuing four years, continuing through the filing of this First Amended Complaint, Henriksson, in his personal capacity as well as an executive at Folksam and later Swedbank,⁵ has been associated in fact with a racketeering enterprise that included Folksam, Swedbank, SEB, the Swedish Tax Agency, the Swedish Pension Agency, the Swedish Financial Supervisory Authority, and several individuals. All these individuals and Swedish government agencies joined together, through the pattern of racketeering and other tortious conduct identified herein, to crush Victor Carlström, his companies and those including Plaintiff Stephen Brune, with whom Carlström did business, both in Sweden and the United States.

29. From 2015-2019, these individual and corporate defendants, and Swedish government agencies, utilized their business and governmental authority and leverage – at the behest of Jens Henriksson and through fraud and extortion – to help Henriksson steal Carlström's clients, loot Carlström's companies, malign Carlström's reputation, and ultimately destroy

⁵ In August 2019, Jens Henriksson was named Director-General of Swedbank, Sweden's largest banking institution, and also a defendant herein.

Carlström and his family. Defendants' efforts were in reaction to and retaliation for the information Carlström had gathered through his due diligence investigation and research with respect to Folksam after signing the 2013 contract, and later with respect to Swedbank and SEB's wrongdoing. What Carlström had found was systematic fraud, money laundering, and tax evasion, as well as a massive kick-back scheme involving the named Defendants herein.

30. Carlström's research and investigations also discovered wrongdoing by Swedbank and SEB that has since been corroborated by sovereign banking regulatory authorities, as well as corrupt financial relationships between Defendants and international figures.

31. In an effort to silence Carlström, Henriksson enlisted (1) a "team of 15" people at Folksam to defame Carlström and steal Carlström's remaining clients; (2) the Swedish Tax Agency to initiate completely illegitimate, unwarranted, and unjustified serial tax investigations against Carlström and his companies that continue to this day; (3) the Swedish Financial Supervisory Authority, to deny improperly and without authority the registration of a Carlström company, Boflexibilitet Sverige AB ("Boflex"), through which Carlström and Brune developed to issue home mortgages in Sweden and, thereafter, in the United States; (4) Swedbank to cancel a lucrative contract, potentially worth billions of U.S. dollars, that Carlström and his companies had with Swedbank; and (5) several powerful individuals in Sweden, including but not limited to Katrin Westling Palm, the Director-General of the Swedish Tax Authority, and Erik Thedéen, the Director-General of Financial Supervisory Authority, to advance and implement various elements of the racketeering enterprise's scheme, including fraud and extortion, in their personal, corporate executive, and ministerial capacities.

32. An objective of the racketeering enterprise was to silence Carlström because his research and investigation had uncovered Defendants' corruption, detailed throughout this First Amended Complaint, with respect to (a) a company, Indecap, which was a vehicle for Defendants'

siphoning money from the Swedish pension system; (b) an ostensibly Swedish conglomerate, Areim, which operates for the benefit of hidden owners, and also serves as a vehicle for Defendants' unlawful activity; and (c) Swedbank's and SEB's continued, knowing, and pervasive tolerance of international money-laundering of considerable magnitude, especially in their branches in the Baltic states.

33. Since the initial Complaint was filed in this case in mid-December 2019, independent reports and regulatory action have verified Carlström's conclusions: as summarized later in this First Amended Complaint, in 2020 both Swedbank and SEB have been fined by Swedish and Baltic financial authorities for their persistent failure to implement international anti-money laundering measures. In addition, both banks are under investigation in the U.S. and elsewhere not only for that misconduct, but also for transactions that violated U.S. economic sanctions.

34. Not content with simply smearing Carlström's reputation and stealing his clients and business, the racketeering enterprise organized and managed by Henriksson went to extreme, if not extraordinary, lengths to ensure that Carlström could never reveal the information he uncovered regarding Sweden's financial system and its most important power brokers and government entities who transition regularly and seamlessly between private financial business and government regulatory authorities through a perpetual revolving door that cements their power and conceals their corruption.

35. Carlström, forced in 2019 to flee Sweden with his family with little time to prepare, first moved to the United Arab Emirates and then, later in 2019, to the United States. Once in the United States, Carlström petitioned for asylum, seeking refuge from those wishing to do harm not only to his reputation and business, but to him physically. The asylum petition has been preliminarily approved, pending final approval by the Department of Homeland Security. Under

terms of the temporary asylum, Carlström is not permitted to leave the United States while the application is pending.

36. Assassins working at the direction of Defendants and their confederates, or their agents, attempted to take his life and that of his wife and two young children in Dubai, and then in New York and later Los Angeles.

37. Currently, Carlström resides in the United States, moving his domicile constantly, under the protection of private security guards, while he awaits a final decision on his asylum application. In this First Amended Complaint, Carlström also seeks redress through the legal system.

ALLEGATIONS OF FACT

Summary of the Case

38. At all times relevant to this First Amended Complaint Carlström was a licensed financial broker in Sweden, utilizing his financial management skills through his companies Vinacossa Enterprises Ltd, Vinacossa Enterprises, AB, Resurs Direkt, Boflex, and Sparflex to manage more than \$150,000,000.00 USD of his clients' funds in New York, and more elsewhere.

39. In June 2013, Carlström, on behalf of Resurs Direkt, entered into a contract with Folksam to become Folksam's second full-scale agent in Sweden. As a result, Resurs Direkt operated under Folksam's financial licenses. That formal affiliation enabled Resurs Direkt to work directly under Folksam, and authorized Resurs Direkt to use Folksam's financial licenses (with Folksam retaining the right and obligation of all financial advice to its clients). Resurs Direkt was one of only two affiliated agents of Folksam at the time. The agreement was signed by Åse Ödeving for Folksam, and by Victor Carlström for Resurs Direkt AB.

40. By the terms of the contract Resurs Direkt agreed to invest its clients' funds under Folksam's license and maintain the funds with Folksam

41. Shortly thereafter, in or about late 2013 and early 2014, Carlström invested through

Folksam more than \$150,000,000.00 USD of Resurs Direkt's clients' funds in BlackRock BGF High Yield Bond A2 USD. The BlackRock fund invested all the funds through its New York accounts in the United States.

42. Specifically, at Carlström's insistence, in 2013 and 2014 Folksam invested Resurs Direkt's clients' funds in BlackRock's BGF High Yield Bond Fund A2 USD. Half of the funds were invested in U.S. corporate bonds; the balance of the funds was invested in United States Treasury bonds through BlackRock's BGF High Yield Bond investment vehicle. Folksam approved the investment in Black Rock securities in the U.S. Approximately 1,200 of Carlström's clients completed authorizations for the investment. The Funds were maintained at the Bank of New York Mellon in Manhattan. Carlström also had his clients invested in other Folksam funds some of which, such as Catella Balanserad, also made investments in the United States.

43. The terms of the investment and contract provided that Resurs Direkt and Carlström's commissions would be paid from the U.S. in U.S. dollars from BlackRock to Folksam, which would then transfer the payment to Resurs Direkt and Carlström. The contract also provided that Resurs Direkt would have auditing privileges with respect to the payments it would be owed from BlackRock through Folksam for Resurs Direkt and Carlström's commissions.

44. The Black Rock securities were purchased by Folksam by wire transfer to Black Rock with money deposited by Carlström's clients, converted into U.S. dollars for the purchase. In return, Black Rock electronically transferred the securities codes to Folksam.

45. At the time of the contract, Folksam enjoyed a favorable reputation as an international insurance and financial services company in Sweden and around the world. It was because of this reputation, as well as representations made by Folksam, that Carlström agreed to have Folksam manage Carlström's clients' funds.

Carlström Performs Due Diligence with Respect to Folksam

46. In 2014, Resurs Direkt was the largest source of client investment funds into Folksam on a monthly basis. At that time Carlström had four offices in Sweden. However, Folksam instructed Carlström to decrease Resurs Direkt's investment of funds into Folksam because many of Carlström's clients were asking Folksam too many questions about their investments that Folksam was unwilling to answer. As a result, that instruction from Folksam gave Carlström pause about Folksam's operations, and its relationship with Carlström and his companies.

47. In order to protect his clients' investment with Folksam, Carlström conducted extensive and continuing due diligence of Folksam. During the course of the investment contracts between Carlström's companies and Folksam, Carlström began to examine Folksam and its operations more carefully. Through his subsequent research and investigation, Carlström discovered certain facts about Folksam that revealed substantial criminal conduct by Folksam and the other Defendants.

Folksam's Scheme to Capture Pension Accounts Corruptly Through Indecap

48. Indecap AB ("Indecap"), a financial services company, agreed to purchase Folksam Spar AB ("Folksam Spar") February 1, 2011, for 48,816,000 SEK (which converts to approximately \$5.2 million USD).⁶

49. Mats Lagerqvist was, at the time, appointed as CEO of Indecap. From 2004-2009 Lagerqvist had been CEO of Swedbank Robur, Swedbank's fund company.

50. Indecap completed the merger with Folksam Spar November 30, 2011. The agreement was signed by Åse Ödeving, by then the CEO of Indecap *and* Folksam Spar.

51. At the time of the transaction's completion, Indecap's 2011 revenue was reported

⁶ SEK refers to Swedish Krona. Hereinafter, all Swedish Krona values will be noted in United States Dollars only, and according to current exchange rates.

at \$6.4 million USD, from which it reported a profit of \$374,000 USD. Indecap reported its equity as \$1.9 million USD. At the same time, Folksam Spar reported a 2011 profit of \$256,000 USD, with \$620,000 USD in equity.⁷

52. In fact, Indecap used Folksam Spar's own money to purchase Folksam Spar. Based on analysis of corporate documents, the Indecap-Folksam Spar purchase was fraudulent, and violated Swedish law, which prohibits the type of funding structure utilized for the purchase. Following the transaction, Folksam Spar merged into Indecap AB and Folksam became a 20 percent owner of Indecap.

53. In November 2011 (when the agreement was completed), Folksam Spar had \$139 million USD under management. Indecap had \$747 million USD under management. These amounts represented a \$30 million USD *decrease* in 2011 from the prior year.

54. Following the Indecap-Folksam Spar transaction, the "new" Indecap company engaged in a criminal kickback scheme, and with specific intent to defraud Swedish pensioners and the Swedish government, by using client funds to bribe officials at Folksam, Swedbank, and the Pensionsmyndigheten (the Swedish Pension Agency).⁸ Niklas Lundberg, a major shareholder of Indecap, funneled a substantial portion of the illegal commissions and kickbacks to offshore companies, such as Dalmagarry Properties, Ltd., that invested in real estate throughout the world.

55. As a part of the kickback scheme Folksam, Swedbank, and the Swedish Pension Agency laundered the proceeds of that kickback scheme by creating off-shore shell companies to conceal the proceeds of the scheme by, among other things, using client funds to purchase real

⁷ Indecap had previously lost 300 million SEK in an investment with convicted investment advisor and Ponzi-scheme operator Bernard Madoff. *See* Love Strandberg, "Madoff fraud still a 'backpack' for Indecap," SVP Nringstliv, available at <https://www.svd.se/madoffsvindel-fortfarande-en-ryggsack-for-indecap>.

⁸ For purposes of convenience, Pensionsmyndigheten will hereinafter be referred to as the "Swedish Pension Agency."

estate and other things of value.

56. According to Indecap's financial records, reviewed by Mr. Carlström, in 2012 Indecap increased its managed capital from \$747 million USD to \$1 billion USD. At the same time Indecap's commission revenues nearly doubled – from \$6.4 million USD in 2011 to \$12 million USD in 2012. At the time of that increase in “commissions” Indecap had virtually no employees; yet it reported a total of approximately \$747,000 USD in salaries.

57. Indecap maintained its corporate banking accounts at Swedbank.

58. The vast majority of Indecap's newly-acquired managed capital, consisting of approximately 5,000 new customers annually, came from the Swedish Pension Authority, a government entity headed by Defendant Katrin Westling Palm and, to a lesser extent, from Folksam. Westling Palm and Folksam acted at Henriksson's direction and with fraudulent intent.

59. The transfer ordered by Westling Palm from the Swedish Pension Authority to Indecap of the 5,000 Pension System and/or Folksam accounts annually was accomplished contrary to Swedish law because the accounts were steered to Folksam and Indecap without the required competitive bidding in a public process, and because the transfers were accomplished:

- a. without each client's express permission or authority;
- b. without ever advising each client of the transfer; and
- c. without providing to each client documentation or advice concerning the risks attendant to that client's funds being transferred to a new entity.

60. Indecap's 2012 annual report disclosed the payment of tax deductible “commissions” totaling \$8 million USD. The vast majority of those “commissions” paid in 2012 derived from the 5,000 new customers annually that the Swedish Pension Authority transferred to Indecap. Yet under Swedish law, at no time – ever – is a commission allowed to be paid to an individual in a government position. Because the 5,000 new accounts annually came directly from the Swedish Pension Authority no “commissions” could be legally generated or earned. Therefore,

such commissions constituted a crime by, among others, Henriksson, Folksam, Indecap, and Westling Palm.

61. In fact, the \$8 million USD was the corpus of an illegal kickback scheme involving those same people and entities, among others, disguised as payments to a non-existent financial broker(s). Through Indecap, they stole the pension savings of the Swedish people (and Folksam's clients' funds) and utilized them to pay so-called "commission costs." In fact, those funds were improperly diverted to Jens Henriksson, Stefan Holm, Katrin Westling Palm, Daniel Barr, and others as part of the fraudulent scheme. A portion of Indecap's assets were also invested in the U.S.

62. On April 17, 2012, Stefan Holm ("Holm"), who had previously served as Chairman of Folksam Spar, was appointed to Indecap's Board of Directors, and became one of its senior executives. At the same time Holm was the head of Folksam Fonder's management committee responsible for executing Folksam's contracts with outside finance companies such as Indecap. Henriksson and Holm have been good friends for 30 years, and studied at the university in Lund, Sweden.

63. Two years later, January 16, 2014, Henriksson, as CEO of Folksam, appointed Stefan Holm as CEO of Folksam Fondförsäkring, the company responsible for the distribution of significant assets to Indecap.

64. Henriksson, in addition to being CEO of Folksam's parent company at the time, was concurrently Chair of Folksam Fondförsäkring's Board of Directors. Together with Holm, who by then was CEO of Folksam Fondförsäkring, Henriksson controlled Folksam Fondförsäkring and its \$10.7 billion USD under management.

65. Although named as Folksam Fondförsäkring's CEO, Stefan Holm maintained control of Indecap – through which Henriksson and Holm improperly distributed, through wire

transmissions and other means, Folksam Fondförsäkring's client's assets from Folksam Fondförsäkring to Indecap. That control not only facilitated Henriksson's and Folksam's fraudulent conduct with respect to Indecap, but effectively foreclosed any internal scrutiny of the transactions.

66. Review of Indecap's 2013 financial records revealed that, as was the case in 2012, Indecap increased its managed capital from \$1 billion USD to \$1.3 billion USD. That capital growth derived almost entirely from 9,200 *additional* accounts illegally transferred from the Swedish Pension Agency. As in 2012, the Director General of the Swedish Pension Agency was Defendant Westling Palm, and in that capacity was responsible for the distribution of client funds to Indecap.

67. During the 2013 time period, Indecap's commission revenues increased substantially again – from \$12 million USD to \$19 million USD. As in 2012, at the time of the increase in 2013 “commissions,” Indecap had virtually no employees, yet reported a total of approximately \$747,000 USD in salaries.

68. Throughout the period discussed above, Swedish law remained unchanged: it was a crime to pay a commission at any time to a government entity or individual in a government position. Folksam's 9,200 new accounts came directly from the Swedish Pension Authority. As a result, no legal “commission” could be generated or earned. In contrast to the mischaracterization that they constituted “commissions,” the \$14.9 million USD reported by Indecap as “commission fees” was the corpus of the illegal kickback scheme disguised as payment to a non-existent financial broker(s). A portion of those “commissions” was laundered through offshore companies.

69. Other fruits of Defendants' frauds were laundered through investments in the U.S., in and in real estate purchases in the U.S. and throughout the world. Defendants such as

Henricksson also traveled regularly to the U.S. to spend their ill-gotten gains.

70. According to Indecap's 2014 Annual Report, that year the company obtained 6,082 new clients from the Swedish Pension Authority. Indecap also obtained approximately 1,500 other new clients, the majority of which came from Folksam's Individual Pension Savings ("IPS") accounts.

71. In 2014, Indecap reported employee salaries of \$1.19 million USD, of which the "leading employees" (*i.e.*, CEO and officers) were paid \$235,000 USD. It is not known to whom these salaries were paid. Indecap identified its company's officers only as Indecap employees.

72. However, Indecap's skeletal infrastructure could not have accommodated the dramatic annual increase in customer accounts. In order to do so legitimately, Indecap, as a financial services company, would have required many more employees to support such an increase in clients. That necessity was compounded by the additional 14,000 clients Indecap had added in the prior few years.

73. Also, Swedish financial law required each new client to consent to the transfer of their account, and required Indecap to review each client's financial status thoroughly. Yet that did not occur – in large part because Indecap lacked a sufficient staff of employees to service that client base, and/or to perform the vetting process adequately.

74. Henriksson, Daniel Barr, Erik Thedéen, and Westling Palm have been lifelong professional and personal friends. They utilized those relationships (and Swedish Pension Agency assets) to grow Indecap by 23 percent through the fraud described above – from \$1.3billion to \$1.6 billion USD – in 2014 alone. Indecap reported the payment of \$16.9 million USD in "commissions" (on \$22.8 million USD in revenue), notwithstanding that Indecap still had only a handful of employees who by themselves could not have handled in legitimate fashion the required level of services for the purported client base.

75. Indecap's annual reports state that in 2015, Indecap's commissions increased to \$27.4 million USD, with \$20.9 million USD paid out in commissions. As in previous years, it still did not have sufficient employees. Similarly, in 2016, Indecap's commissions increased to \$31.7 million USD, with \$24.9 million USD paid in commissions – again, with only a handful of employees. Likewise, in 2017, Indecap's commissions increased to \$33.3 million USD, with \$28.7 million USD paid out in commissions, still virtually without employees.

76. In 2018, Indecap's revenues increased again – to \$41.6 million USD, paying out \$33.3 million USD as “commissions.” As in previous years, it lacked more than a handful of employees. It reported salary expenses of approximately \$290,000 USD for all company employees, of which approximately \$90,000 USD was paid to the company's officers.

Folksam Breaches Its Agreement with Carlström and His Companies

77. By early 2015, the relationship between Carlström and Folksam had deteriorated, in large part because Carlström had voiced to executives at Folksam the concerns he harbored about Folksam's ongoing operations.

78. As a consequence, Henriksson and Folksam, joined by the other defendants and their confederates, began a years-long effort, continuing to this day, to destroy Carlström, his businesses, and his family, by in part reducing and poaching Carlström's client base and diminishing the value of his clients' assets, thereby injuring Carlström and the other Plaintiffs in their business or property.

79. In furtherance of these malign efforts, Henriksson and the other defendants utilized Folksam, Swedbank, SEB, the Swedish Tax Agency, the Swedish Financial Supervisory Authority and others, known and unknown, to crush Carlström through a pattern of racketeering and unlawful conduct, turning Folksam and the other entities and individuals into a racketeering enterprise to accomplish their illegitimate and nefarious goals.

80. In or about September 2015, Folksam breached its contract with Carlström's company (Resurs Direkt) and refused to pay Carlström and his company the fully earned commissions that were due Carlström's company. The commission due to Resurs Direkt from its investment in the U.S. in BlackRock's BGF High Yield Bond Fund A2 USD – from September 2015 alone – totaled approximately \$12 million USD. In material breach of the terms of the contract, Folksam never paid this commission to Resurs Direkt. The decision not to pay the commission was Henriksson's for the specific purpose of defrauding Carlström and depriving him of money or property, and injuring Carlström and his businesses.

81. Following Folksam's breach of its contract with Resurs Direkt, Folksam and Henriksson, enlisting the aid of other individual and institutional defendants, and with the specific intent to defraud Carlström, his companies and his clients, embarked on a concerted campaign to steal Carlström's clients and illegally move those client accounts to other Folksam funds from which Folksam reaped a greater profit. Many of those clients' fund accounts were moved to Folksam funds without each client's knowledge or consent.

82. Thereafter, as more fully described below, there began a series of events, continuing to this day, to destroy Carlström, his family, and his companies, and eliminate any possibility for him to pursue any livelihood in Sweden and Europe, or the United States where his clients were invested and, as discussed **post**, to sabotage the development of a mortgage business with Plaintiff Brune. As a direct result of Defendants' conduct, Brune suffered damages to his business and/or property: he sustained losses on his personal investment in Boflex, as well as \$40,000 he had spent on expenses, and his venture capital firm, Imagine Partners, was put out of business because the U.S. mortgage business he and Carlström developed was stymied by Defendants' wrongful conduct.

83. These series of events have included contrived, unwarranted, and otherwise

malicious government-led investigations of Carlström and his companies, first by the Swedish Financial Supervisory Authority, and thereafter by the Swedish Tax Agency. These “investgations” were instigated by the Defendants with specific intent to defraud as part of the campaign to destroy and injure Carlström financially and otherwise, deprive him and the other Plaintiffs of money or property, and injure all Plaintiffs in their business or property.

84. As described below in this First Amended Complaint, the series of Swedish government investigations, including tax and securities investigations, while entirely groundless both legally and factually, have been rooted in the corrupt relationships among defendants, have been designed to achieve the unlawful objectives of the racketeering enterprise, and have since their inception engulfed and preoccupied Carlström and his companies.

Carlström Continues His Due Diligence Regarding Folksam’s Operations

85. Carlström’s discovery of the financial fraud involving Folksam, the Swedish Tax Agency, the Swedish Financial Supervisory Authority, the Swedish Pension Authority, Swedbank, SEB, Jens Henriksson, Erik Thedéen and Katrin Westling Palm and others, led Carlström to conduct continued due diligence.

86. In the course of those efforts, Carlström learned more troubling information about the corrupt relationship between defendants and their unlawful activities.

87. For example, Carlström learned that:

- a. from 1994 through 2006 Henriksson worked in the Swedish Ministry of Finance. Daniel Barr and Erik Thedéen were also working there at the same time. Previously, Barr and Henriksson had been friends for nearly a quarter-century, and had also earlier worked together for four years in Sweden’s finance ministries. Henriksson and Thedéen have been friends since childhood, and were in a young Eagle Scout group together. Their families socialize often with each

other.

- b. In 2008, Henriksson was appointed the Executive Director of the International Monetary Fund (“IMF”). In 2008 and 2009, Henriksson represented the Baltic Constituency, which included Estonia, Lithuania, and Latvia.
- c. In 2009, as Executive Director of the IMF, Henriksson approved a \$2.35 billion USD loan to Latvia.
- d. In 2010, Swedbank AB (“Swedbank”) appointed Henriksson head of its banking relations for large corporations and institutions in the Baltic States. In that position, Henriksson possessed overall responsibility for Swedbank’s relationship with other banks in the region.
- e. Also in 2010, Henriksson worked at Nasdaq OMX (Swedish Stock Market) under Erik Thedéen who was, at the time, General Director of Nasdaq OMX.
- f. At the end of 2010, Henriksson replaced Thedéen as General Director of Nasdaq OMX. That same year Henriksson was appointed the head of Nordic Fixed Income & Baltic Markets for Nasdaq OMX.
- g. Also during 2010, Katrin Westling Palm was appointed the Director General of the Swedish Pension Authority.

Jens Henriksson Consolidates His Control Over Folksam and the Swedish Financial System

88. On January 16, 2013, Anders Sundström, the Director-General for Folksam, resigned his position following his appointment as Chair of Swedbank’s Board of Directors. Henriksson replaced Sundström as Folksam’s Director General.

89. On January 16, 2015, Henriksson consolidated his control over Folksam by “cleaning house,” hiring eleven new management employees. All of the new hires reported directly to Henriksson. On March 3, 2014, Henriksson hired his former colleague, Daniel Barr, as

Folksam's new chief for Solvency II ("Solvens 2"), which was created in response to a new European Union ("EU") directive that codified EU insurance regulations.⁹ Two years later, October 17, 2016, Henriksson appointed Barr Folksam's Chief Financial Officer.

90. On March 11, 2015, Jens Henriksson appointed his long-time friend and colleague Erik Thedéen as Director General of Folksam subsidiary KPA Pension, an entity with approximately \$14.9 billion USD under management. Thedéen's appointment was approved by the Swedish Financial Supervisory Authority, and he assumed office April 13, 2015. At the same time, Henriksson appointed Thedéen to a senior management position at Folksam.

91. Only six months later, in October 2015, Thedéen became Director General of the Swedish Financial Supervisory Authority. In that position, Thedéen knowingly and intentionally, with intent to defraud Plaintiffs, participated in the racketeering investigation by launching a series of bogus investigations of Carlström's companies, and of companies such as Exceed that were in business with Carlström, and, as discussed **post**, by ensuring that Carlström's and Brune's company, Plaintiff Boflex, did not receive a license to market mortgages in Sweden despite the patent merits of Boflex's application.

92. In early 2015, Carlström began informing executives at Folksam of the disturbing information his research and investigation had uncovered with respect to the lack of integrity of many of Folksam's operations.

Folksam's Cancellation of Its Contract with Resurs Direkt Commences Defendants' Unlawful Campaign Against Carlström and His Companies

93. As described **ante**, on or about September 16, 2015, Folksam unilaterally cancelled its contract with Resurs Direkt and refused to pay the \$12 million USD fully earned and rightfully

⁹ Essentially, Solvency II regulates the amount of capital that EU insurance companies must maintain to reduce the risk of insolvency.

due Resurs Direkt as brokerage commissions.

94. Within days of Folksam's unilateral termination of the Resurs Direkt contract Folksam began moving those clients' funds, without their knowledge or consent, to Folksam's other fund management accounts.

95. In September 2015, following Folksam's unwarranted and unjustified breach of the contract with Resurs Direkt (by unilaterally terminating it), Carlström commenced negotiations with another financial services company, Nord Fondkommission AB ("Nord"), seeking to move Resurs Direkt's clients and their funds to under Nord's management.

96. Immediately following the cancellation of its contract, and for the next three months thereafter, Resurs Direkt's 20 employees worked feverishly, meeting for at least two hours with each of Resur Direkt's clients (as face-to-face meetings are recommended by Swedish financial authorities) to discuss the issues that had arisen as a result of Folksam's breach, and whether the client wished to remain with Folksam or return to Resurs Direkt.

97. Resurs Direkt's clients were each advised carefully of the issues involving Folksam, including the fees and risks involved, and were asked whether they wished to return to Resurs Direkt and invest in the financial products offered by Nord.

98. The clients were specifically advised (orally and in writing) that switching accounts from Folksam to Nord would save approximately 13% in costs over a five-year period and significantly reduce the risk associated with the client's investment. Approximately, 90% of Resurs Direkt's clients elected to end their entire commitment to Folksam, and switch to the investment product(s) offered by Nord.

99. Each of Resurs Direkt's approximately 1,000 clients who had switched from Folksam to Nord were provided with 18 pages of documentation regarding the transfer, and each client signed all of the forms required by Swedish law. The forms contained an acknowledgment

that the client understood the fees and risks involved with Nord's investment product(s), and the difference between Nord's product(s) and those offered by Folksam.

100. Shortly after negotiations began between Carlström and Nord, Magnus Björkman, Folksam's Vice-CEO, at Henriksson's direction, threatened Nord's owner, Staffan Becket, that if Nord did business with Resurs Direkt, Björkman would ensure that the Swedish Financial Supervisory Authority would commence an investigation of both Nord and Resurs Direkt.

101. On November 7, 2015, notwithstanding Folksam's threats, Resurs Direkt signed a contract with Nord to transfer Resurs Direkt's clients' funds from Folksam to Nord.

102. Two days later, November 9, 2015, Folksam's attorneys, Hammarskiöld & Co., demanded that both Nord and Resurs Direkt cease transferring Resurs Direkt's clients from Folksam. Remarkably, Folksam's lawyers cited the very agreement between Folksam and Resurs Direkt that Folksam had previously, but without justification, declared void.

103. In December 2015, after Folksam received Resurs Direkt's written client instructions to transfer the client's funds (following nearly three months of face-to-face interviews between Resurs Direkt and its clients), Folksam, at Henriksson's direction, commenced a campaign to smear Resurs Direkt and Carlström.

104. For example, in violation of Sweden's Best Execution Order, Folksam contacted all of those clients who had chosen to move their funds from Folksam and tried to convince them to stay with Folksam. The "Best Execution Order," a universal principle governing the financial services industry, requires financial services professionals and entities to execute transactions in the manner most advantageous to their clients. Folksam also refused to pay out to the clients their funds.

105. In addition, representatives of Folksam, at Henriksson's direction, and through wire and telephonic communications and other means, falsely and with specific intent to defraud

claimed to Resurs Direkt's clients that Carlström was a fraud and a cheat, and that he had stolen their money that had been invested in the U.S. in Black Rock securities, and would spirit their investments out of Sweden for his personal use. As a consequence, many of Resurs Direkt's clients were angry and emotional. Some cried, and even threatened Carlström personally.

106. Between November 2015 and February 2016, in response to Folksam's repeated knowingly false and fraudulent statements, made through wire, telephonic and other communications, about Carlström and Resurs Direkt, Carlström and all of Resurs Direkt's employees met again daily with each of the firm's clients, attempting to reassure them of the propriety of Resur Direkt's work (contrary to Folkstam's false and fraudulent allegations), and the benefits of investing with Nord. Following those meetings, many of the clients were still unsure, and decided to remain with Folksam.

107. Thus, as a result of Folksam's knowingly and intentionally false and fraudulent misrepresentations, made with specific fraudulent intent, and which were designed to deprive Carlström and Resurs Direkt of money or property, and injury their business or property, including the commissions due from the investment in Black Rock securities in the U.S., Resurs Direkt ultimately lost approximately 80% of its clients who had committed to switching back to Resurs Direkt, representing approximately \$10.7 million USD in lost commissions from that U.S. investment.

108. In early February 2016, no fewer than 1,000 of Resurs Direkt's clients each executed a "Client Withdrawal Form" that was transmitted by hand to Per Knutsson, the person at Folksam responsible for receiving the executed "Client Withdrawal Form." Each delivery of the Client Withdrawal Form(s) was photographed to ensure that Folksam could not credibly deny its receipt of the executed forms.

109. According to the Sweden's "Best Execution" principle, a financial company such

as Folksam cannot refuse a customer's written instruction. Upon receipt of the client order, a company *must* comply within a reasonable time with that instruction, including withdrawal of an account.

110. Yet Folksam, at Henriksson's direction, did not comply with the client instruction(s) but instead, as part of its scheme to defraud Carlström and the other Plaintiffs and deprive them of their money or property, illegally refused to honor those client directives to transfer their accounts to Nord. As a consequence, those clients were forced to keep their accounts with Folksam.

111. Thus, through Folksam's improper conduct, Carlström was further deprived of commissions with respect to those clients compelled to maintain their accounts at Folksam. Carlström was also deprived of further business relationships with those clients, and further commissions from their U.S. investment in Black Rock securities under the Resurs Direkt's contract that Folksam wrongfully terminated.

112. Moreover, during the first six months of 2016, Folksam accelerated its smear campaign against Carlström and his companies. In support of the scheme to defraud and extort, Henriksson directed a group of 15 Folksam employees (the "team of 15") not to comply with the withdrawal orders. Instead, Henriksson tasked them only with utilizing any and all means – including false statements communicated by wire, telephone, and other means – to keep Carlström's clients from withdrawing their money from Folksam.

113. Each member of that "team of 15" performed unlawful conduct in furtherance of the scheme to defraud and extort. The "team of 15" included:

- a. Johan Karlsson;
- b. Sören Lindgren;
- c. Lena Högfelt;

- d. Anna -Karin Laurell;
- e. Carina Elm;
- f. Ylva Wessén;
- g. Larry Lindberg;
- h. Björn Siljeholm;
- i. Hamadi Saidi;
- j. Lennart Molin;
- k. Matz Glenhage;
- l. Magnus Björkman;
- m. Stefan Holm; and
- n. Mikael Andersson.

114. Thus, again in furtherance of the scheme to defraud and extort, and instead of complying with Swedish law by honoring the client’s instruction, the “team of 15,” with specific intent to defraud and extort, began telephoning all of the clients who had submitted withdrawal forms, pressing them not to take their funds from Folksam.

115. Utilizing a false and fraudulent mantra Henriksson developed to defraud Carlström, and destroy him and his companies, the “team of 15” labeled Resurs Direkt generally, and Carlström specifically, as criminals; falsely claimed that Carlström and his company were committing financial fraud; and falsely asserted that it was Carlström and his entities, not Folksam, that had stolen client money to escape abroad with the funds.

116. In furtherance of the scheme, Henriksson and Folksam’s “mantra” also included the false accusation, made via wire, telephonic, and other communications, that hundreds of complaints had been lodged against Carlström. In fact, no complaints against Carlström were ever registered at either ARN (the Consumer Agency) or SwedSec (the oversight authority over licensed

brokers), Sweden's two reporting companies that receive such complaints. Indeed, to date, no complaints have ever been filed against Carlström.

117. The plot to destroy Resurs Direkt and Carlström and deprive them of money or property through fraud and extortion, included making unannounced home visits by the "team of 15" – oftentimes pretending to be police – to Carlström's clients seeking to persuade the clients to keep Folksam as its financial manager. In particular, again at Henriksson's direction, Lennart Molin and Mikael Andersson, two members of the "team of 15," were reported to have threatened and frightened the clients. Many clients were ultimately deceived and/or browbeaten into believing that unless they cancelled the withdrawal order (from Folksam to Nord), they would lose their entire life's savings.

118. Henriksson, with specific intent to defraud Plaintiffs, also caused Folksam to conduct large group meetings of Resurs Direkt's clients, at which the "team of 15" knowingly lied about Carlström and his companies, and attempted to terrorize the clients into maintaining their accounts at Folksam. The unannounced home visits also continued, further pressuring Resurs Direkt's clients to remain at Folksam, furthering as well Henriksson and Folksam's fraudulent and extortionate efforts.

119. Folksam's conduct in refusing to comply with a client's order constituted a serious financial crime in Sweden, so serious that it should have, at a minimum, jeopardized Folksam's license. Any company engaging in such unlawful activity would have received a substantial, if not crushing fine, and a directive to return the funds to the client immediately. Indeed, while the Swedish Financial Supervisory Authority received no fewer than 100 complaints notifying it of Folksam's refusal to honor the "Best Execution Order," the Swedish Financial Supervisory Authority, headed by defendant Thedén, took no action whatsoever against Folksam.

The Catastrophic Effect of Defendants' Unlawful Campaign Against Carlström and His Companies

120. Folksam's false statements and extortionate threats had the intended effect: they destroyed Mr. Carlström and his companies, depriving them of money or property and putting Resurs Direkt out of business. They ruined Carlström personally and deprived him of any opportunity to make a living in Sweden and/or Europe, or to pursue the tangible mortgage business in the United States that Carlström had developed with his New York partner, Steven Brune.

121. In 2015, Resurs Direkt and Victor Carlström represented more than 10,000 clients as financial brokers in Sweden. As a direct consequence of Folksam's fraudulent refusal to honor the "Client Withdrawal Form," and defendants' concurrent campaign to retain Resurs Direkt's customers through fraud, falsehoods, and extortion, Carlström and his companies have been deprived of approximately \$10.7 million USD in commissions from U.S. investments that were due him and his company.

122. As a direct result of defendants' scheme, Carlström currently has no clients and all of the companies he owned and/or operated have been put out of business.

The Participation of the Swedish Government Agencies in the Campaign to Destroy Carlström and Injure Him in His Business or Property

123. Moreover, rather than sanction Folksam for its egregious conduct, the Swedish Financial Supervisory Authority, on February 4, 2016, affirmatively and improperly assisted Folksam. Under Defendant Thedéen's stewardship, made good on Folksam's prior extortionate threat made by Magnus Björkman to Nord's owner, Staffan Becket, that unless Nord ceased doing business with Resurs Direkt and Victor Carlström, Björkman would have the Swedish Financial Supervisory Authority investigate Nord. Fulfilling that threat, and seeking to compel Nord's capitulation, the Swedish Financial Supervisory Authority, again at Defendant Thedéen's knowing and corrupt direction in furtherance of the racketeering enterprise's objectives, raided Nord's

offices, seized the company's documents, which effectively shut down Nord's operations.

124. After six months of purportedly investigating Nord, the Swedish Financial Supervisory Authority issued a final report concluding that Nord and Resurs Direkt had not done anything wrong, and that all of Nord's documentation, operations, financial advising, and business practices were proper and in good order.

125. Despite the Swedish Financial Supervisory Authority's six-month long "investigation" and its finding that Nord, Resurs Direkt, and Victor Carlström had acted in conformity with Swedish financial laws and regulations, Defendants did not halt their unlawful attack on Carlström and any companies that dared do business with him.

126. For example, Anna Cederberg, who was then a senior executive at the Swedish Financial Supervisory Authority under Defendant Thedéen, and who had previously worked under Vice CEO of Folksam, Magnus Björkman, when he was her chief at the Swedish Financial Supervisory Authority in 2012, contacted Nord's CEO, Charlotte Bergvall Nilsson, by telephone. At Thedéen's direction, Cederberg knowingly and intentionally advanced defendants' scheme by informing Ms. Bergvall unequivocally that unless Nord terminated its relationship with Resurs Direkt and Victor Carlström, Ms. Cederberg would make sure a new investigation commenced. (In 2018, Defendant Thedéen hired Björkman for a senior position at the Swedish Financial Supervisory Authority, which position he still occupies today).

127. On August 8, 2016, the Swedish Financial Supervisory Authority filed a report of its investigation of Nord. The report centered almost exclusively on Resurs Direkt and its clients. The report mirrored the same groundless accusations Folksam had made previously. The Swedish Financial Supervisory Authority's report did not identify any wrongdoing by Resurs Direkt. Ultimately, the Swedish Financial Supervisory Authority terminated that investigation, too, without any finding of wrongdoing.

128. Nonetheless, instead of closing the Nord file, the Swedish Financial Supervisory Authority referred the entire investigation to its legal department, where Anna Cederberg assumed control of the entire matter, ostensibly to review it one more time.

129. Yet, the very day that Cederberg received the investigative file, she had a telephone conversation with Nord CEO Charlotte Bergwall Nilsson, during which Cederberg told the Nord CEO that if Nord canceled its agreement(s) with Carlström and his company, the Swedish Financial Supervisory Authority would close the entire investigation against Nord. Threatened with the promise of a third baseless government investigation designed to compel Nord to abandon its commitments to Carlström and Resurs Direkt, Nord acceded to the extortion and cancelled all its agreements with Carlström and his company.

130. As with Defendants' prior unlawful conduct, Carlström and his companies suffered enormous losses as a direct result of the unlawful pressure that forced Nord to cancel its arrangements with Carlström and Resurs Direkt. It is estimated that Carlström and his companies were deprived of more than \$100,000,000.00 USD from Nord's Catella Balanserad Fund alone. Instead, as a direct result of Defendants' ongoing unlawful scheme, those client funds instead remained under Folksam's power and authority.

Carlström and Stephen Brune Develop a Mortgage Business for the U.S. and Sweden

131. On November 30, 2016, Carlström flew to New York. Shortly after arriving, Carlström conducted a meeting in Manhattan with Stephen Brune, a prominent New York businessman and investor. The two discussed a business venture (that had been a part of Resurs Direkt's business) involving real estate mortgages placed with SBAB Bank AB, a full-service Swedish bank. Carlström and Brune decided to create (in Sweden and, later in the United States) a business that provided mortgage financing to homeowners in Sweden and the United States. Carlström returned to New York December 5, 2016 for another day-long meeting with Brune to

map out formation of their mortgage business in Sweden and the U.S. Work continued on that project for the next year with Brune in New York and Carlström in Sweden.

132. The business structure had been utilized by Carlström when he was working with Folksam, in which Resurs Direkt had distributed through SBAB Bank mortgages worth nearly \$160 million USD. It was a part of Carlström's and Resurs Direkt's business that Folksam and the other defendants' racketeering activity, including fraud and extortion, destroyed, depriving Plaintiffs, including Brune, of money or property, and injuring them in their business or property.

133. Brune was responsible for raising the initial capital, from institutional U.S. investors, that would ultimately be deposited in and then distributed from the accounts of Boflexibilitet i Sverige AB ("Boflex"), a company controlled by both Carlström and Brune.

134. Later in 2016, Brune was in preliminary negotiations to secure from several institutional U.S. investors a \$1 billion USD commitment for funding the project and was in the process of vetting those companies. The intention was that Brune would become a partner in Boflex once Swedish authorities granted the license to operate, and that Boflex would expand its operations into the U.S. mortgage market.

135. The plan between Mr. Carlström and Mr. Brune included utilizing a newly-formed company, Sparflex AB ("Sparflex"), to obtain mortgage clients by mirroring the business plan of SBS Resurs Direkt. The plan included the intention that Mr. Brune ultimately would become a partner in Sparflex as well, and that the company would operate in the U.S. mortgage market.

136. Another company, Exceed Capital AB ("Exceed"), would be the licensed financial security company that would manage the client's funds. Exceed is an independent financial services company (providing, *inter alia*, brokerage services and fund management) that at the time had been in business for more than 20 years and had approximately 80 employees. Exceed's Board included Lena Apler, a respected financial professional and founder of Collector Bank in Sweden.

Exceed invested a major share of its clients' funds in New York and other U.S. financial markets.

137. According to the plan, Boflex would provide mortgages to the clients. Sparflex would utilize the licenses of Exceed Capital, just as Resurs Direkt had utilized Folksam's license. Ultimately, Boflex would replace SBAB Bank as the funding institution and distributor of the mortgages in the United States.

138. In expectation of their ongoing business, Carlström (in Sweden), Brune (in New York), and Henrik Sundin, the CEO of Exceed Capital, had frequent and regular phone conferences during which their business operations were discussed.

139. On January 19, 2017 Sparflex signed an agreement with Exceed Capital.

140. Not even a week later, January 25, 2017, the Swedish Financial Supervisory Authority, at Defendant Thedéen's direction, opened an investigation of Exceed Capital. Both Charlotte Rydin, and Anna Cederberg were involved in the Swedish Financial Supervisory Authority's "investigation."

141. Ultimately, both the Swedish Financial Supervisory Authority (at Thedéen's direction) and Folksam (at Henriksson's direction) urged Exceed to cancel its agreement with Carlström and Sparflex. As was the case with Nord, they exerted a great deal of improper pressure, both directly and indirectly, to compel Exceed to cancel the contract.

142. For example, Folksam demanded a meeting with Henrik Sundin, Exceed Capital's CEO. At that meeting, which occurred June 13, 2017, Folksam threatened Sundin directly: cancel Exceed's agreement with Sparflex, or Folksam would cancel its ongoing (and very profitable) agreement with Exceed that had existed for the prior 15 years. That agreement had provided Exceed's clients access to Folksam's financial services platforms and products, and a sizable monthly commission payment from Folksam to Exceed.

143. Notwithstanding the threat, Exceed Capital notified Folksam on June 15, 2017, that

Exceed would maintain its contract with Sparflex AB and Carlström. In retaliation, two days later, June 19, 2017, Folksam, again making good on its threats, cancelled its 15-year contract with Exceed Capital as part of defendants' continuing scheme to deprive Carlström and the other Plaintiffs of their money or property, and injure them in their business or property (including in the U.S.).

144. Despite the threats from the Swedish Financial Supervisory Authority and Folksam, over the next four months Carlström moved most of his remaining clients from Nord to Exceed Capital. Also, despite Folksam's extortionate interference with Carlström's agreement with Nord, and the cancellation of the agreement between Carlström and Nord, Carlström had salvaged a small portion of that client base that had maintained accounts at Nord. Without any issue or problem, Nord and Exceed both worked to fulfill the client transfer instructions.

145. Nevertheless, Defendants persisted in their scheme to deprive Carlström and the other Plaintiffs of money or property with respect to maintaining client accounts at Exceed. During the summer months of 2017 and throughout the fall of 2017, Jens Henriksson's "team of 15" at Folksam continued to pressure Carlström's clients to remain at Folksam. Ultimately, Carlström was able to persuade nearly 500 clients (representing \$78.9 million USD in assets) to move their account from Folksam to Exceed. All documentation was completed and executed, and Best Execution Orders were transmitted to Folksam directing Folksam to transfer the clients' funds to Exceed.

146. Repeating its previous illegal intransigence, described **ante**, at ¶¶ 108-19, Folksam, with specific intent to defraud Plaintiffs, refused to honor those orders, instead (again) using fraudulent and extortionate tactics, such as harassing telephone calls, and unannounced home visits, to keep Carlström's clients from moving their accounts to Exceed.

147. In support of that effort, Henriksson's and Folksam's "team of 15" falsely and

fraudulently, in order to deprive Plaintiffs of money or property, and injure them in their business or property, including within the U.S., asserted by telephonic and wire communications, among other means, that Exceed's products were worthless, and (again) that Carlström would steal all the clients' money and escape abroad.

148. Again, Folksam's unlawful tactics succeeded. Virtually all Carlström's clients who had executed Best Execution Orders were kept at Folksam, despite their desire to move their accounts. Carlström was thereby deprived of \$8 million USD in commissions from the U.S. investments in Black Rock securities as a direct result of Folksam's illegal conduct.

Katrin Westling Palm's Role and Participation

149. Defendant Katrin Westling Palm played an integral role in the racketeering enterprise, not only by participating in Folksam's and Hendriksson's frauds generally, but also by wielding her considerable governmental authority to further the racketeering enterprise's objective, through knowing and intentional fraud and extortion and other unlawful conduct, to deprive Plaintiffs of money or property and injure them in their business or property.

150. On October 23, 2017 Westling Palm, while still Director General of the Swedish Pension Authority, and in furtherance of Defendants' fraudulent schemes, changed the rules for certain of the authorized Swedish pension funds. Until then, investment of client funds in Swedish Pension funds One through Four AP funds (*i.e.*, Första – Fjärde AP fonderna) in unlisted securities and/or unliquidated assets was prohibited. The new rule allowed such investment of client funds in unlisted shares and unliquidated assets.

151. Within weeks of Westling Palm's decision, billions of U.S. dollars were invested in Swedish Pension Funds suddenly available for investment in unlisted securities and unliquidated assets. One of the characteristics of those unlisted assets is that they lacked any definite or uniform value in the marketplace.

152. In the months that followed, billions of Swedish Pension fund dollars were invested in unlisted companies through off-shore accounts in tax havens such as Jersey, Guernsey, and the Cayman Islands.

153. At the same time, Kerstin Hessius, an associate of Westling Palm for more than 30 years, and the CEO of Sweden's Third (government authorized) Fund, Tredje AP Fonden, with more than \$34 billion USD under management as part of the Swedish pension system, commenced a massive investment in unlisted shares of uncertain value. By the close of 2019's second fiscal quarter, Tredje AP Fonden had invested more than \$7.2 billion USD in unlisted shares (lacking, as noted **ante**, an identifiable value in the market).

154. The Fund's records show a steady annual increase in value of more than 10% from 2017 until today. The Fund has asserted that the increase in value in unlisted shares is the primary reason for the Fund's remarkably good performance. However, no documents or identifiable proof have ever been provided by the Fund to verify how the increase had been accomplished.

155. Carlström's analysis of the Fund's records revealed that the Fund was part of Defendants' fraud, knowingly and intentionally furthered by Westling Palm through her leadership position at the Swedish Pension Authority, and that the annual increase in value (particularly from off-shore accounts) was created artificially. Carlström's analysis led to the inescapable conclusion that the Fund's existence could be tolerated only if there was high-level official corruption involved.

156. When Mr. Carlström attempted to alert Swedish government officials about the Fund, they ignored him and the facts he presented. Instead, as part of the scheme to discredit and destroy Carlström and conceal the fraud in which Defendants had engaged on such a grand scale with respect to Folksam and the Swedish Pension Authority, it chose to investigate Carlström.

157. In or about October 2017, in yet another example of the revolving door of authority

and influence Defendants and their confederates wielded over the Swedish financial and banking system, Daniel Barr replaced Katrin Westling Palm as head of the Swedish Pension Agency, having moved there from Folksam, where he had been the head of Economics.

158. In October 2017, Katrin Westling Palm was appointed the Director-General of Swedish Tax Agency. One of the first directives Westling Palm issued was to order, knowingly and intentionally as part of defendants' scheme to destroy Carlström and his companies through fraud and extortion and deprive him and the other Plaintiffs of money or property, a full-scale tax investigation of Carlström and Resurs Direkt. While remarkable in and of itself, it was more so because Resurs Direkt had already been liquidated, and its operations had ceased. Henriksson caused Westling Palm to initiate the tax investigation as part of the racketeering enterprise's activities.

159. Additionally, another of Westling Palm's first few directives in her new position, with specific intent to further and conceal Defendants' fraud, was to commence a secret tax investigation of Vinacossa Enterprises AB, and later Vinacossa Enterprises Ltd. (a Cyprus company), two companies owned by Carlström. Remarkably, Vinacossa Enterprises Ltd. did not even conduct business in Sweden, and thus could not have had any tax obligations in Sweden.

160. On November 13, 2017, Swedish Financial Supervisory Authority terminated its investigation of Exceed Capital, once again without finding any wrongdoing involving Exceed and Carlström or Carlström's companies. Exceed was, however, penalized \$370,000 USD on matters unrelated to Plaintiffs. Charlotte Rydin was, at the time, the head of the legal department at the Swedish Financial Supervisory Authority.

161. During the first six months of 2018, Folksam, through its attorneys, Hammarskiöld & Co., demanded that Carlström and Sparflex stop moving Carlström's clients from Folksam¹⁰

¹⁰ Once Folksam had cancelled its agreement with Carlström and his companies, Carlström was

Similar demands were made to Exceed. Additionally, Folksam, again using knowingly false, fraudulent, and defamatory statements, also tried to persuade Carlström clients from taking their money from Folksam and moving it to Carlström's companies, thereby continuing to attempt to deprive Carlström of money or property. Some of these clients's assets were also invested in the United States.

162. The Swedish Financial Supervisory Authority's targeting of Plaintiffs on behalf of the racketeering enterprise is further manifested in its May 2019 raid on Exceed's offices. Exceed has over 10,000 clients, but the Swedish Financial Supervisory Authority expressed interest in only 58, all of which were Carlström's clients.

163. Likewise, the Swedish Financial Supervisory Authority focused only on Exceed's operations between January 2018 to May 2019, the period when Sparflex had been most active, and during which Sparflex had (from January 2017 through March 2019) operated under Exceed's licenses. The Swedish Financial Supervisory Authority 2019-2020 investigation of Exceed specifically concentrated on the relationship between Sparflex and Exceed.

Carlström Forms Boflexibilitet i Sverige AB

164. On March 1, 2018, Carlström formed a new company, Boflexibilitet i Sverige AB ("Boflex"). It was designed to be the corporate vehicle through which Carlström and Brune would issue mortgages throughout Sweden. At the time of Boflex's creation, Brune, from his domicile in New York, New York, was continuing his efforts to secure more than \$1 billion USD in financing from institutional U.S. investors with which to issue mortgages initially in Sweden and later in the United States as well.

165. By July 2018, Boflex's Board of Directors was complete and its application to the Swedish Financial Supervisory Authority met all criteria for a license to distribute mortgages

free to remove his clients' accounts from Folksam as long as the clients provided informed consent.

in Sweden. Granting that license involved a simple, non-discretionary, ministerial act that the Swedish Financial Supervisory Authority failed to perform for improper reasons and in furtherance of the scheme to deprive Plaintiffs of money or property and/or injure them in their business or property.

166. On July 9, 2018, Carlström was notified by the Swedish Tax Agency that one year before, in October 2017 (just days after Westling Palm assumed her position as Director General of the Swedish Tax Agency, *see ante*, at ¶¶ 157-58), the Swedish Tax Agency had started a secret investigation of Carlström and his Cyprus company, Vinacossa Enterprises, Ltd.

167. The July 2018 Notice came only weeks after Carlström had filed the application for Boflex's license – a time when the application should still have remained confidential within the Swedish Financial Supervisory Authority. Thus, having failed in their other methods to deprive Carlström and Plaintiffs of money or property, Folksam and Henriksson enlisted Westling Palm and the Swedish Tax Agency to commence yet another tax investigation as part of the racketeering enterprise's goals of defrauding Plaintiffs and injuring them in their business or property.

168. Swedish tax agents were assigned to conduct the investigation, and sought documents directly from Vinacossa Enterprises Ltd. The agents also attempted to speak by telephone and other means of electronic communication directly with members of the company's Board of Directors. Both acts constituted serious violations of the tax treaty between Sweden and Cyprus, as well as laws and regulations of the EU and other entities.

169. The tax treaty requires that any alleged violation of the tax laws must be handled through the competent legal authorities in the country where the company exists – and not through a company's Board of Directors or its shareholders. In response, the entire Board of Directors of Vinacossa filed a complaint against the Swedish Tax Agency for its unlawful conduct. As part of Defendants' overarching scheme, Swedish Tax Authority agents committed similar violations, also

by telephone, wire, and other forms of communication, in seeking corporate documents from Singapore.

170. On August 24, 2018, Carlström's tax attorneys complied with all the Swedish Tax Authority's requests and submitted all bank statements for all Vinacossa Enterprises Ltd's transactions.

The Improper Denial of Boflex's License Application

171. By July 25, 2019, Boflex's license application was complete. It met all the Swedish Financial Supervisory Authority's guidelines and requirements. The \$12,800 USD application fee was also submitted.

172. Yet, in a remarkable and unusually swift decision issued September 6, 2018, the Swedish Financial Supervisory Authority denied Boflex's application to distribute mortgages in Sweden, notwithstanding that the application had been prepared and completed by Harverst, one of the most respected financial law firms in Sweden.

173. There were no legitimate reasons for the denial, as the application met all criteria for approval. Carlström learned from his lawyers that once again Anna Cederberg and Charlotte Rydin at the Swedish Financial Supervisory Authority had interceded in the licensing process to ensure denial of Carlström's and Brune's application. Cederberg did not ordinarily, if ever, involve herself in the routine processing of a financial application. It is simply not part of her normal upper-echelon executive duties to review, let alone deny, a lender's permit. Subsequently, in July 2020, Henriksson appointed Rydin as the head of Swedbank's legal department.

174. On September 20, 2018, Harverst filed Boflex's appeal of the Swedish Financial Supervisory Authority's decision denying the license.

175. October 1, 2018, the Swedish Financial Supervisory Authority refused to re-examine the matter. They refused to provide an explanation for their decision.

176. On October 19, 2019, the decision to deny Carlström's application was appealed. By October 19, 2018, Henriksson's dear friend, Charlotte Rydin, head of legal department at the Swedish Financial Supervisory Authority, provided by mail and email, as part of Defendants' scheme, two documents that, in an effort to explain why Boflex's appeal should be denied, included two false and fraudulent bases.

177. The first document claimed Boflex's application had been denied because Carlström's wife was not authorized to sign for Boflex. In fact, Matilda Carlström, plaintiff's wife, was an officer of the company and, as an officer, authorized to sign for it.

178. By November 5, 2018, Carlström submitted to the Swedish Financial Supervisory Authority a new application, and a new application fee, to form the new company Boflexibilitet Sverige AB.

179. On November 13, 2018, eight days after Boflex's new application had been submitted, Charlotte Rydin resigned her position as the head of the legal department at the Swedish Financial Supervisory Authority to begin a new job as head of the legal department of Alecta, a pension company that is one of the largest owners of Swedbank.

180. Remarkably, on December 6, 2018, just two days after the application to form Boflex was filed, the Swedish Tax Agency, in furtherance of Defendants' scheme to deprive Plaintiffs of money or property, and injure them in their business or property, commenced two new full-scale tax investigations against Carlström's companies, Sparflex AB and Vinacossa Enterprises AB.

181. On April 15, 2019, the Swedish Financial Supervisory Authority denied Boflex's second application for a license. Again, no rational reason was given for the denial of the completed application.

Folksam Amplifies Its Attacks on Carlström

182. In addition, March 23, 2018, Folksam ramped up its campaign to crush Carlström and his companies (including those in which Brune was involved) through fraud and extortion and to deprive Plaintiffs of money or property and injure them in their business or property – essentially to put them out of business before they could even start.

183. For example, Folksam ran at the top of its website a banner entitled, “Warning for False and Fraudulent Calls.” The accompanying text falsely, and with specific intent to defraud, described Carlström’s companies, Sparflex and Boflex, as frauds. It was designed to further Defendants’ scheme to harm Plaintiffs and injure them in their business or property, and deprive them of money or property. Folksam’s website reached Folksam’s more than four million clients, which comprises almost 50% of the Swedish population.

184. Following the posting of that false and malicious banner headline on Folksam’s website, many of Carlström’s clients already in Sparflex closed their accounts and moved their funds elsewhere, again fraudulently depriving Plaintiffs of money or property in the form of commissions. Only when Sparflex’s attorneys, on April 5, 2018, threatened to sue Folksam for, among other wrongs, slander and defamation, did Folksam remove the article from its website. By that time, though, the damage had already been done to Plaintiffs.

Swedbank’s Involvement In Defendants’ Scheme

185. Beginning in June 2018 and continuing through August 2018, Carlström met with a number of high-level bankers at Swedbank including Kasper Gefors, the head of Swedbank Private Banking. The purpose of those meetings was to negotiate a contract with Swedbank through which Swedbank would provide mortgages to Sparflex’s customers through Boflex. The financing for the project would be supplied by Boflex’s \$1 billion USD (that Plaintiff Brune was working to secure). Communications between Carlström and Swedbank officials occurred regularly and often

via telephone, email, and in-person meetings.

186. By the end of August, Swedbank's Director of Mortgage Operations, Alf Sade, advised Carlström that Malin Hlawatsch, Swedbank's Head of Partner Relations, and Kasper Gefors had discussed Boflex distributing Swedbank's mortgages throughout Sweden. All expressed a significant interest in the project. Following receipt of this information, Carlström and his attorneys expedited preparation of the required documentation so the project could be completed as quickly as possible.

187. On September 5, 2018, Carlström was invited via electronic mail to Swedbank's headquarters in Stockholm to finalize the transaction between Carlström and Swedbank. Sofia Vikman, the CEO of both Sparflex and Boflex, attended the meeting along with Carlström.

188. Less than a week later, on September 11, 2018, Boflex's attorneys contacted Anna Cederberg at the Swedish Financial Supervisory Authority. The attorneys requested that denial of the application for a mortgage license be reversed, and the licensing process expedited. During the conversation the attorneys advised Ms. Cederberg that Swedbank and Boflex were in the final stages of a partnership to distribute Swedbank's mortgage throughout Sweden.

189. Instead of expediting the process Ms. Cederberg continued to act as a knowing co-conspirator, and contacted Swedbank.

190. The very next day, September 12, 2018, following the conversation between Ms. Cederberg and Carlström's attorneys, Carlström received an email from Swedbank advising that the meeting at which the Boflex-Swedbank contract was to be finalized, initially scheduled to begin in the morning and continue for a full day, would be limited to only one hour.

191. On September 17, 2018, Carlström and Sofia Vikman flew to Stockholm for the meeting at Swedbank's headquarters. Once at Swedbank's offices, it was apparent the bank officials' attitude had changed dramatically. Carlström and Vikman were kept waiting for nearly

an hour. While previously Alf Sade and Malin Hlawatsch were anxious to meet Carlström and Vikman, and were always courteous and professional, at the meeting they were rude, curt, and aggressive.

192. Hlawatsch and Sade begin the meeting by talking about fraud and, in particular, mentioned a company that was involved in fraud. It was a company that Folksam had compared to Carlström's companies as part of the "team of 15's" previous mantra that Carlström and his companies were frauds. Thus, Swedbank demonstrated that it and its officials were knowingly and intentionally acting on behalf of the racketeering enterprise.

193. Of course, the only way that Swedbank could even know about this otherwise obscure, supposedly fraudulent company (and its comparison by Folksam to Carlström) was that someone from Folksam or the Swedish Financial Supervisory Authority had communicated with Swedbank.

194. Also, at that point in time, the only person who knew that Carlström was negotiating with Swedbank for a contract to provide mortgages was Anna Cederberg, who only a week earlier had been informed by Carlström's attorneys of the negotiations with Swedbank.

195. Ultimately, the meeting was brief and to the point: Hlawatsch and Sade advised that Swedbank wanted nothing to do with Carlström and his companies, and that the negotiations were over. Carlström and Vikman were asked to leave. Consequently, now joined by Swedbank, Defendants' scheme to deprive Plaintiffs of money or property, and injure them in their business or property, had destroyed another of Plaintiffs' business ventures.

Swedbank's Money Laundering and USA PATRIOT ACT Violations

196. Following Swedbank's cancellation of Carlström's mortgage transaction with Swedbank, Carlström began to examine Swedbank to determine what factors could have caused Swedbank to cancel such a potentially lucrative contract at the behest of Henriksson and Folksam.

Carlström's investigation and research revealed the following facts about Swedbank.

197. During Spring 2016, the New York State Department of Financial Services ("DFS"), as part of its ongoing investigation of Swedbank, had demanded that Swedbank answer whether it "had any transaction involving Mossack Fonseca [...] solicited by [...] the New York State chartered or licensed banking entity of your organization." Mossack Fonseca was the Panamanian law firm involved in the so-called "Panama Papers" scandal involving a world-wide money laundering operation.¹¹

198. Swedbank responded to DFS a month later, in a submission signed by Cecilia Hernqvist, Swedbank's Chief Compliance Officer, that it "never had any communication, transaction [...] related to Mossack Fonseca." That statement was patently untrue because Mossack Fonseca maintained accounts at Swedbank for more than 100 companies. Most, if not all, of those accounts were maintained at Swedbank branches in the Baltic States. One such company was linked to a notorious Russian oligarch who had transferred billions of Swedish Krona through his company's Baltic account at Swedbank. That same Russian oligarch, along with his partner, controlled over 200 companies, all with accounts at Swedbank.

199. Of those 200 companies with accounts at Swedbank, approximately 20 of them were clients of Mossack Fonseca. In one transaction alone, the Russian oligarch transferred approximately \$100 million USD from Swedbank in a Baltic State to a tax haven in the Caribbean.

200. On March 6, 2017, less than a year after DFS served non-public subpoenas upon Swedbank for information about Swedbank's relationship, if any, with Mossack Fonseca, and only six months after Henriksson was appointed to Swedbank's Nominating Committee, Henriksson caused Folksam to sell 25% of Folksam's shares in Swedbank (25.6 million shares) netting for

¹¹ See, e.g., <https://nyti.ms/2049NTr> <https://www.theguardian.com/news/2016/apr/08/mossack-fonseca-law-firm-hide-money-panama-papers>

Folksam over \$600 million USD. Folksam was at the time one of the largest shareholders of Swedbank.

201. In 2018, DFS requested additional information from Swedbank regarding any accounts related to Mossack Fonseca and including “global” accounts at all Swedbank branches throughout the world.

202. In response, Swedbank acknowledged that it had only “a few client accounts” associated with Mossack Fonseca – and then, only accounts in Sweden and Norway. Swedbank also wrote that none of those accounts was suspected of either laundering money or bank irregularities. Again, Swedbank’s response to DFS was false. Indeed, all of Swedbank’s public denials have been patently false.

203. At the time, Swedbank was of course well aware that more than 100 companies associated with Mossack Fonseca had accounts at Swedbank. Most of those accounts were located in the Baltic States, and many were owned or otherwise controlled by Russian oligarchs who had transferred billions through their Swedbank Baltic accounts.

204. Swedbank continued to deny – falsely – its relationship with those oligarchs. From information learned in 2018 via an investigative series by *Uppdrag Granskning* (“Mission: Investigate”),¹² a Swedish television program, investigative research was able to match Swedbank account holders to earlier known money laundering crimes in Russia and Azerbaijan. No less than 182 account holders in Swedbank were involved in money laundering crimes in Russia and Azerbaijan. The top 50 of those account holders had transferred approximately \$4.5 billion U.S. dollars through Swedbank’s accounts.

205. Moreover, the investigation revealed that 10,000 companies that sent money between Danske Bank Baltic and Swedbank Baltic over the previous years appeared to be shell or

¹² See, e.g., <https://www.svt.se/special/swedbank/kalashnikov/>

otherwise non-existent companies. Many of those companies had neither a website nor any indication of an active business, and many shared the same post office box addresses.

206. Evidence of the companies' existence as shell vehicles for international money laundering includes:

- a. many of these companies had an address of 48 Queen Anne Street, London, United Kingdom. At this one address, companies with accounts at Swedbank, received \$26.5 million USD from other accounts at Swedbank.
- b. another address in London, Darkes Lane 175, was used by approximately 40 companies and accounts at Swedbank Baltic where approximately 30 million Euros were received in a short period of time. Nor were there any company activities whatsoever at the address.
- c. more than 1,200 companies with accounts in Swedbank Baltic listed the same address, and many of the companies were dormant. While in "dormant" status a company is not allowed to engage in any transaction using the company's bank account. Yet, Swedbank Baltic executed large-scale transactions for those dormant companies. The transactions conducted through these companies' Swedbank accounts in U.S. dollars, totaled \$6.6 Billion USD.

207. There is also evidence that Swedbank Baltic had an important role in laundering the \$230 USD million that was stolen from the Russian Tax Agency in the Sergei Magnitsky case.¹³ In fact, some of the most important companies that aided in laundering this stolen money maintained approximately 50 accounts at Swedbank Baltic. The companies included: Castlefront LLP, Everfront Sales LLP, Bigland Corporation, Megacom Transit LTD, Unitronic LLP, Jackwell LLP, Rodney Universal LTD, Howard Resources LLP, and Jawdom Service Corp.

¹³ See, e.g., nyti.ms/2W6Ub7E.

208. *Uppdrag Granskning*'s investigation further discovered that Swedbank's banking client, Vega Holding Ltd ("Vega"), was linked to former Ukraine President Viktor Yanukovich. Vega maintains an account number ending with 1241 in Swedbank Lithuania. Between 2004 and 2014 there were transfers estimated at \$4 million USD to Vega from five separate companies. The *Uppdrag Granskning* investigators concluded that the \$4 million USD in that account represented the proceeds of bribery and political corruption.

209. Swedbank's internal confidential investigation of its Estonia Branch, confirmed that Swedbank's nonresidential high-risk clients transferred over \$150 Billion USD through the Swedbank Estonia Branch alone.

210. At the time Folksam was Swedbank's largest shareholder and remains so today. At all times during the relevant times described in this First Amended Complaint, Folksam used Swedbank as its primary bank. All of Folksam's transactions for its more than four million clients utilized Swedbank's payment system (entitled "SUS").

211. As of November 21, 2018, the Swedish Financial Supervisory Authority had concluded an investigation of Swedbank focusing on money laundering and terrorist financing. It recommended imposing high fines and heavy penalties.

212. However, Erik Thedéen, Director-General for Financial Supervisory Authority, with his close management team, instead chose to clear Swedbank on all charges. Ultimately, an internal investigation of how and why Swedbank was cleared of all charges was commenced. That internal investigation quickly concluded that Defendant Thedéen and his team committed no wrongdoing when they cleared Swedbank.

213. Nevertheless, Carlström's research, investigation, and analysis have since been confirmed by an internal report Swedbank commissioned from the United States offices of Clifford Chance, an international law firm. That report, issued March 23, 2020 (four months after the initial

Complaint was filed in this case), concluded that Clifford Chance’s “[i]nvestigation did reveal that Swedbank, throughout the Investigation Period and to varying degrees across LC&I, Swedish Banking and Baltic Banking, had inadequate systems and controls to ensure proper management of the AML [Anti-Money Laundering] and economic sanctions risk of its customer base, which, therefore, historically exposed Swedbank and the Baltic Subsidiaries to significant AML and sanctions risk.” “REPORT OF INVESTIGATION ON SWEDBANK AB (publ),” Clifford Chance US LLP, March 23, 2020, at 6, (“Clifford Chance Report”) available at <https://internetbank.swedbank.se/ConditionsEarchive/download?bankid=1111&id=WEBDOC-PRODE57526786>.

214. The Clifford Chance Report explained that “[t]his risk appeared most prevalent in the Baltic Subsidiaries, primarily at Swedbank Estonia, and principally arose from the HRNR [high-risk non-resident] business. From before 2007 until a decision to de-risk the HRNR business in 2016, Swedbank Estonia and Swedbank Latvia actively pursued these high risk customers as a business strategy. Swedbank Estonia also accepted certain customers that had been off-boarded by another bank in Estonia in 2015 that had decided to exit the HRNR business based on excessive money laundering risk.” *Id.*, at 7. As set forth **ante**, at ¶ 87(d), Henriksson was in charge of Swedbank’s Baltic institutional banking operations for a period beginning in 2010.

215. The Clifford Chance Report further described Swedbank’s problems with respect to curbing money-laundering in its Baltic states banking. For example,

at Swedbank Estonia, employees involved in the HRNR business kept certain information regarding the UBOs for some customers outside of Swedbank’s regular customer databases and retained the information in hard copy in a safe or locked drawer to assuage the customer’s concern that the true UBOs may become known to third parties. Swedbank Estonia employees also accepted customer corporate structures knowing that they were designed to conceal the true UBOs from home country tax authorities.

Id.

Also,

Swedbank Estonia employees also repeatedly overlooked or disregarded indications of potentially suspicious transactions. Some of these practices were also identified in the other Baltic Subsidiaries. The AML deficiencies were not limited to the Baltic Subsidiaries, as certain of the high risk customers that banked primarily in the Baltics also were permitted to open and to maintain accounts with Swedbank LC&I and Swedish Banking.

Id.

216. Four days before the Clifford Chance Report was published, the Swedish Financial Supervisory Authority fined Swedbank a record 4 billion SEK (\$386 million USD) for deficiencies in Swedbank’s anti-money laundering controls. In addition, that same day, “Estonia’s financial supervisory authority issued a “precept” requiring Swedbank to make specific changes to its organizational structure and AML risk practices and reporting requirements.” “Recent developments cast doubt on Swedbank CEO Jens Henriksson,” *The European Financial Review*, June 27, 2020, available at <https://www.europeanfinancialreview.com/recent-developments-cast-doubt-on-swedbank-ceo-jens-henriksson/>.

217. On September 19, 2018, an independent but related investigation of Baltic Danske Bank, Swedbank’s competitor in Estonia, disclosed that more than \$220 billion USD flowed through Danske Bank in suspicious transactions involving 6,200 clients. Swedbank was/is the largest bank in the Baltic States. The Director General of Danske Bank, Thomas Borgen, resigned same day the independent report was disclosed.¹⁴ As the Clifford Chance Report noted, Swedbank, too, like Baltic Danske Bank, is currently the subject of U.S. investigations, including regarding violations of U.S. imposed economic sanctions. *See* Clifford Chance Report, at 4.

Jens Henriksson Takes the Helm at Swedbank

218. On August 29, 2019, Henriksson, then Folksam’s Director General, was announced as the new Director General for Swedbank.

219. On September 16, 2019, Henriksson began to “clean house” at Swedbank. He fired

¹⁴ *See, e.g.*, <https://www.ft.com/content/519ad6ae-bcd8-11e8-94b2-17176fbf93f5> and <https://www.reuters.com/article/us-danske-bank-moneylaundering-timeline/timeline-how-danske-banks-estonian-money-laundering-scandal-unfolded-idUSKCN1NO209>.

most, if not all of the key people on Swedbank's election committee and in many other key positions in the bank. Henriksson had done the same at Folksam in 2013 when he had been appointed Folksam's Director General.

220. The new people appointed by Henriksson at Swedbank are the very people who, during the prior four years, had utilized their position of power in various government agencies to assist Henriksson in crushing Carlström in order to continue to conceal their corrupt, fraudulent, and unlawful endeavor (and their prodigious scope).

221. In particular, Henriksson brought to Swedbank his close friend, Charlotte Rydin, the former head of the legal department at the Swedish Financial Supervisory Authority. It was Rydin who worked forcefully to deny Boflex permission to distribute mortgages in Sweden.

222. Another person Henriksson placed at Swedbank was his close friend Ylva Wessén, Folksam's new Director-General, who assumed a position as a member of a Swedbank Board committee. While at Folksam, Wessén was one of the primary people responsible for the attacks against Carlström and his companies.

SEB's Role and Involvement in the Racketeering Enterprise

223. Beginning in or about late 2017, SEB joined the Racketeering Conspiracy charged in the complaint by illegally working with the Swedish Tax Agency to help it, along with Folksam and others, destroy Mr. Carlström's business, professional and personal life by injuring him and his companies in their business or property.

224. SEB assisted the Swedish Tax Agency and, in particular, its Director General Katrin Westling Palm, by improperly providing the tax agency all of Mr. Carlström's business and personal records maintained by SEB at its branches in Sweden, Singapore, and Luxembourg.

225. In or about late 2017, SEB caused its branches in Sweden, Singapore, and Luxembourg to send to the Swedish Tax Agency, without Carlström's authorization and contrary

to law, Carlström's bank account records, investment records, and hundreds of emails containing confidential private banking information of Vinacossa Enterprises, AB.

226. SEB also sent to the Swedish Tax Agency Mr. Carlström's confidential, personal private banking information, as well as for other companies of his including Resurs Direkt.

227. The Swedish Tax Agency's request to SEB for documentation regarding Carlström was clearly overbroad and disproportionate to the information needed for a legitimate tax investigation; it even used the term "fishing" in its request. Yet SEB knowingly and intentionally participated in the conspiracy by fulfilling that improper request. Although SEB had the right to contest the clearly overbroad and disproportionate request for documents, it did not do so; nor did it notify Carlström, which would have afforded him the opportunity to contest the request. By providing the information and documents directly to the Swedish Tax Agency, SEB violated bank laws and avoided any notice requirements.

228. Also, while the Swedish Tax Agency's July 11, 2017, request sought documents only with respect to Vinacossa Enterprises, AB, SEB transmitted *all* records for Carlström's business and personal accounts.

229. In 2017 and 2018, after SEB demanded, on behalf of the Swedish Tax Agency, that Mr. Carlström answer more than 100 very detailed questions about his banking relationship with SEB, SEB improperly leaked that information to the Swedish Tax Agency. That information related not only to Carlström but to his wife as well. The information SEB leaked to the Swedish Tax Agency also included private, confidential transactions involving Carlström's business partners Nick Loeb and Plaintiff Brune.

230. SEB's conduct constituted a knowing and deliberate violation of the bank secrecy laws and was not proportionate to any proper tax inquiry. The information provided by SEB Singapore to the Swedish Tax Agency also circumvented the tax agency in Singapore, which would

have determined if the request was proper.

231. The purpose of SEB's actions was to assist Defendants Henriksson, Folksam, and the Swedish Tax Agency in crushing Mr. Carlström and his companies and injuring him and the other Plaintiffs in their business or property.

232. SEB's willingness to join Defendants' scheme, and the racketeering enterprise, stemmed in part from Mr. Carlström's extensive knowledge of corruption in SEB's "Agent System" by which the bank utilized agents throughout Europe, Asia, and elsewhere to build its private wealth divisions in Luxembourg, Switzerland, and Singapore.

233. The failure of SEB to enforce "know your customer" ("KYC") rules involving the clients referred to SEB by Carlström and others through the "Agent System" allowed money laundering to occur as a common practice at those institutions.

234. In addition, SEB paid its agents an illegal one-third commission (from the clients' annual fee charged by SEB) into accounts in Luxembourg, Switzerland, and Singapore. SEB failed to provide the Swedish Tax Agency or any other appropriate tax authority any documentation with respect to those fees. SEB thereby assisted its Agents and clients to evade income tax.

235. Mr. Carlström's knowledge of this "Agent Fee" scheme derived from his own interactions with SEB, as well as with SEB "Agents" to whom SEB paid millions in "Agent" commissions. SEB knew Carlström was well aware of the issues with SEB's agent system, and the problems they could create for SEB with bank regulators and law enforcement authorities seeking to eradicate international money laundering. Thus, SEB joined the racketeering enterprise to aid its objective of silencing Carlström.

236. SEB was similarly well aware that Carlström was familiar with, for example, a particular client's relationship with SEB. Carlström knew that once SEB opened an account for that client, the client thereafter transferred more than 20 million SEK (approximately \$2.2 million

USD) to SEB Singapore in a suspicious transaction for which SEB did not perform any of the requisite KYC functions regarding documentation or inquiry.

237. SEB was also aware of Carlström's extensive knowledge of SEB's connection to Areim, an entity discussed **post**, at ¶¶ 245-65.

238. Moreover, in violation of Swedish law, in 2019 SEB failed to comply with Carlström's repeated requests for SEB's client information (for the period 2014-2019) related to SEB's investment strategy it recommended to Carlström for himself and his companies.

239. SEB's failure to provide documentation was designed to further the racketeering enterprise alleged in this First Amended Complaint by thwarting Carlström's efforts to pursue justice against Defendants, and disclose their corrupt and illegal activities, including those of SEB.

240. Carlström and SEB employees and officials have been in regular email and telephone contact, including from April 2019 while Carlström was in New York County. Carlström also maintains regular email contact with the Swedish Tax Agency while he has been in New York County. The Swedish Tax Agency has also sent correspondence to Carlström's attorney in New York County by regular mail.

241. Again, as with Swedbank, Carlström's own research and investigation with respect to SEB's corrupt operations were corroborated by subsequent public reporting. For instance, the Swedish Financial Supervisory Authority announced June 25, 2020 (six months after the initial Complaint was filed in this case) that "SEB has not sufficiently identified the risk of money laundering in its Baltic operations and has had deficiencies in its governance and control of the Baltic subsidiary banks' anti-money laundering measures." Press Release, "SEB receives an administrative fine for deficiencies in its work to combat anti-money laundering in the Baltics," Finansinspektionen (Swedish Financial Supervisory Authority), June 25, 2020, available at <https://fi.se/en/published/press-releases/2020/seb-receives-an-administrative-fine-for->

deficiencies-in-its-work-to-combat-anti-money-laundering-in-the-baltics/.

242. As a result, the press release continued, “SEB is therefore being issued a remark and an administrative fine of SEK 1 billion [\$107 million USD].” *Id.* The press release elaborated that the Swedish Financial Supervisory Authority’s “investigation, which covers the period 2015-Q1 2019, shows that SEB’s subsidiary banks in the Baltics have been exposed to an elevated risk of money laundering. This is due in part to their geographic location but also because customers with a higher risk of money laundering have been responsible for a substantial portion of the subsidiary banks’ business volumes and transactions.” *Id.*

243. In addition, just as with Swedbank, the

investigation also shows that [SEB] has had deficiencies in identifying and managing the risk of money laundering associated with some of their non-resident customers and resident customers with non-resident owners. The bank has also not been able to sufficiently rectify deficiencies identified by the bank's control bodies during the period. In addition, SEB’s internal control functions and transaction monitoring have not had sufficient resources.

Id.

244. Concurrent with the Swedish findings, Estonian regulators also fined SEB an additional 1 million Euros. *See* Richard Milne, “SEB fined for Baltic money laundering deficiencies,” *Financial Times*, June 25, 2020, available at <https://amp.ft.com/content/3d69838a-9bc2-415d-b293-2cde75d68c10#>.

Defendants’ Corruption Involving Areim

245. As part of Carlström’s extensive due diligence from 2013 through 2019, he discovered additional corruption involving a Swedish conglomerate, Areim.

246. Areim is a Swedish company formed in 2005. Its sole owner (and often its sole Board member) “on paper” is Leif Gustav Andersson, who previously was a career civil servant in the Swedish pension system who earned approximately \$5,000 per month. Nevertheless, as explained below, in little more than a decade, he was somehow able to build Areim into a megajillionaire real estate, maritime, and fund manager company with other businesses as well.

247. Areim's growth has been fueled by enormous investments by Defendant Folksam (spearheaded by Defendant Henriksson) and the (Defendant) Swedish Pension Agency, run by Defendant Westling Palm.

248. Currently Areim, which is a Turkish word meaning "my area," has 89 subsidiary companies, in Sweden, Finland, and elsewhere. The large number of subsidiary companies is a very unusual arrangement in Sweden, where the tradition is that companies have a single entity and structure.

249. In fact, Areim is actually owned and controlled by Binali Yildirim, a powerful Turkish politician and close political associate of Turkey's President, Recep Erdogan. Yildirim served as Prime Minister of Turkey from 2016-2018. Previously, Yildirim has held a number of political and government positions in Turkey under Erdogan's leadership, including Minister of Transport from 2002 until 2011 (except for a three-month period), and then Minister of Transport, Maritime, and Communication (when those ministries were combined) until 2013. Yildirim's portfolio in that position included authority over governmental electronic surveillance programs. His family corporate vehicle is Yilport Holding AS, which is based in Istanbul, Turkey.

250. Yildirim did post-graduate schooling at the International Maritime Organization's World Maritime University in Sweden in 1990-91 where he received a Master's Degree. While studying there he did an internship working in Scandinavian and European ports and continued in that capacity in 1991-92. A more detailed biography of Yildirim can be found at https://en.wikipedia.org/wiki/Binali_Y%C4%B1ld%C4%B1r%C4%B1m.¹⁵

251. Areim is owned in its entirety by a Netherlands company, Andersson Invest B.V.

¹⁵ Yildirim and his family (and its financial activities) were implicated in a wide-ranging government corruption scandal in Turkey in 2013 [a portion of which resulted in prosecutions in the Southern District of New York, *see United States v. Zarrab*, 15 Cr. 867 (RMB)], and he resigned his position as Minister. He had also been criticized for increased government electronic surveillance and internet censorship during his tenure.

See <https://www.vembi.se/bolag/B9KWEbM9-andersson-invest-bv/koncernstruktur>.

252. In 2005, when Areim was formed, its particular structure would not have been visible to ordinary observers, a fact which shielded Yildirim's control. However, in the past decade corporate transparency laws and regulations in the EU and Sweden have revealed that framework quite plainly to Carlström in the course of his research.

253. Contrary to Swedish records for Areim, which list Andersson as the sole owner, Netherlands records reveal that Areim's owner, Andersson Invest B.V., is itself owned by a different entity. In fact, Andersson Invest B.V.'s annual report discloses that it is owned by another Netherlands company, Van Leeuwen Groep B.V., an international steel and turbine provider, with shipping/transportation as its main business – the same field as Yilport Holding. Van Leeuwen Groep has an Istanbul office in the same general location as Yilport Holding. *See* <https://drimble.nl/bedrijf/nieuwegein/20053339/andersson-invest-bv.html>.

254. Carlström uncovered evidence that Yildirim and his family, and in particular his son Erkam Yildirim, are the true owners of Areim. In fact, Areim corporate documents in its annual report are signed not by Leif Andersson, but instead are forgeries of Andersson's signature(s) by Yildirim's son, Ekram.

255. In addition, Infranode, an Areim subsidiary connected to Defendants Folksam, Henriksson, and Westling Palm shares common Board members with Yilport Sweden Terminal Investments, a Swedish company that is part of the Yildirim corporate empire. Both Christian Doglia and Philip Amir Ajina are members of both Boards – Infranode and Yilport Sweden Terminal Investments.

256. Documents further reveal that Doglia and Ajina make decisions for Areim and control the company. Doglia emigrated from Italy to Sweden in 2010, the year a principal Areim subsidiary was established in Sweden. The only listed Director of Andersson Invest is Three Aces

BV (KvK No.: 30128185) (also formed November 30, 2005), which is owned by the Van Leeuwen Group. The company information about Andersson Invest B.V. is not public, but Mr. Carlström obtained its annual report.

257. During the past decade, the Swedish Pension Agency (controlled by Defendant Westling Palm) began investing billions of SEK in both Areim and Infranode. Defendant Folksam also invested heavily in Infranode: 1 billion SEK (\$100 million USD) February 16, 2017, and 1.5 billion SEK (\$150 million USD) November 12, 2019. *See* (respectively) <https://nyhetsrum.folksam.se/sv/2017/02/16/folksamgruppen-investerar-i-infrastruktur/> and <https://nyhetsrum.folksam.se/sv/2019/11/12/folksamgruppen-investerar-15-miljarder-i-nordisk-infrastruktur/>.

258. For example, Defendant Henriksson announced on February 16, 2017 that Defendant Folksam would invest 1 billion SEK in Infranode, a company in the business of investing in, owning and managing infrastructure. Infranode is also an investor in Vasa värme AB.

259. Pursuant to Defendant Henriksson's direction, the 1 billion SEK (\$107 million USD) was structured as follows

- a. 500 million SEK (approximately \$54.5 million USD) from Folksam Liv;
- b. 400 million SEK (approximately \$43.6 million USD) from KPA Pension; and
- c. 100 million SEK (approximately \$10.9 million USD) from Folksam Sak.

260. A specific connection between Areim and Yildirim also is apparent in a purchase Yilport Sweden Terminal Investments made with Infranode in March 2019: buying the port in Gävle, Sweden. Infranode invested 400 million SEK (\$40 million USD) in that transaction. *See* <https://infranode.se/en/infranode-makes-its-first-investment-in-the-transport-sector-by-investing-sek-400-million-into-the-development-of-the-port-of-gavle/>.

261. Defendant Henriksson also committed Defendant Folksam and its subsidiaries to

substantial transactions with Areim. For example, in August 2019 Folksam subsidiary KPA purchased real estate from Areim (along with a related company, Areim Stockholm Bradstapel AB) for 4.3 billion SEK (\$430 million USD). See <https://www.ipe.com/kpa-buys-403m-stockholm-office-as-folksam-boosts-real-estate-target/10033173.article>.

262. That real estate was among the most expensive properties in Sweden. The property had been originally purchased by Areim in 2014 for 2 billion SEK (\$214 million USD).

263. Despite Areim's growth and success – it and its subsidiaries reap billions in profits annually reportedly paid out as dividends – its nominal owner, Andersson Invest, had a stagnant balance sheet for six years. In 2012, its assets were €20 million Euro, while in 2017 it was €21 million Euro. Clearly, the dividends from Areim and its multiple subsidiaries never reached Andersson Invest. Rather, they are paid out in bribes, kickbacks, and secret payments to Yildirim and Defendants Henriksson and Palm, among others.

264. Van Leeuwen Groep also showed little growth over that period: in 2012 its assets were listed at €489,000 Euro, and €854,000 Euro in 2017, without any profits.

265. Carlström's intimate knowledge of Areim, AB, particularly the identity of its beneficial owner, the schemes involving money laundering and financial fraud with which Yildirim was involved (as a corrupt political leader outside Europe), and his banking relationship with SEB made Mr. Carlström a target of SEB (and the other Defendants) who would seek to silence him, whether by character assassination, leaking of confidential information or actual physical harm to him and his family.

Corruption and Fraud Involving Allra and Solidar Fonder

266. As head of the Swedish Pension Agency, Defendant Westling Palm was also instrumental in engineering another massive fraud on the pension system – like that she conducted through Indecap – conducted by two Swedish companies, Allra Sveridge AB and Solidar Fonder.

267. Allra Sverige AB (“Allra”) was a Swedish financial company formed in Sweden in 2008. It provided financial services to private individuals, including investment of pension and investment funds.

268. Solidar Fonder (“Solidar”) is another Swedish financial company, the purpose of which was ostensibly to manage its clients’ investments.

269. On February 12, 2014, Allra and Solidar formed a separate securities exchange company in Malta called DS Holdings, concealing from its clients that Allra and Solidar were the owners. As part of the scheme, DS Holding owned 100% of DS Platforms, the entity through which DS Holding secretly operated its business.

270. For the next several years, until Allra was forced to close its operations in 2017, and Solidar elected to close its operations (following a Swedish government investigation) in 2018, Allra and Solidar utilized DS Platforms as a shell company through which it purchases derivative contracts and marked up the price in purchases from the shell company before selling the contracts to its clients at the inflated prices.

271. In the process, Allra and Solidar secretly skimmed approximately 50% of the profits for themselves. Until they closed operations, both Allra and Solidar stole more than \$107 million USD from the Swedish Pension Agency’s clients.

272. Eventually, the Swedish Financial Supervisory Authority imposed a fine of \$1 million USD on Solidar. The principals of Allra were charged criminally. On February 14, 2017, Katrin Westling Palm, in her capacity as Director General of the Pension System, ordered that the Allra’s funds be frozen and that no new deposits be allowed. No action was taken against Solidar’s Funds. Roland Johansson, Solidar’s principal owner, grew up (as did his two brothers) in a remote village just outside the Swedish town of Umeå. Westling Palm also grew up in a small village just outside Umeå.

273. As of December 31, 2015, Solidar had more than \$210 million USD in questionable derivatives that were purchased on an approximately 50% margin.

The Campaign Against Carlström Adds Threats to His Personal Safety

274. The threat Defendants posed to Carlström was genuine, and increasing in intensity, if not outright dangerousness. Defendants knew that Carlström's information was true and that, if publicly revealed, would bring down their corrupt conspiracy between the Swedish government, its most prominent banking institutions, its most successful private investment and insurance company, and the individuals who controlled them and abused that authority.

275. On January 24, 2019, after receiving advice from his attorney and a private security company (which had provided private security to Carlström for the several years since Carlström's problems with Folksam began) Carlström decided that his only safe course was to flee from Sweden's corruption. He chose to arrange his departure with his family to Dubai in the United Arab Emirates.

276. The very next day, January 25, 2019, Swedish Tax Agency investigators Katarina Hansson Brodd and Ingrid Onsjö attended a meeting called by the Swedish Tax Agency at Sparflex's head office in Gothenburg, Sweden. Among those present was Carlström's tax lawyer, Emine Lundkvist.

277. The meeting began with the tax investigators seeking to confiscate all of the company's financial statements, company documentation, and accounting records. Lundkvist, the tax lawyer, refused.

278. The meeting continued with Lundkvist disclosing no fewer than ten very serious and concrete pieces of evidence of systematic corruption and crimes by the Swedish Tax Agency, the Swedish Financial Supervisory Authority, Folksam, and Swedbank. The investigators were also afforded an unlimited time to review the evidence. They examined all 10 documents for

approximately 30 minutes. Following their review of the evidence presented by Lundkvist, the investigators exhibited a considerable amount of stress, and became aggressive before abruptly ending the meeting.

279. That same day the decision was made that Carlström and his family needed to leave Sweden and Europe immediately. As a result, they left Sweden that night by automobile.

280. On January 26, 2019, Carlström's family arrived in Amsterdam, and remained there *incognito* for more than two weeks before it was deemed safe for it to travel to Dubai.

281. While Carlström was in Amsterdam, his attorney, Ms. Lundkvist, learned that someone had illegally entered her office. Although her office was locked and fitted with an alarm, small items had been misplaced. Because of the threatening situation facing Carlström and his family, Lundkvist decided to engage computer experts to examine her computers. The experts found suspect electronic files showing that someone had copied her hard drive.

282. By February 11, 2019, Carlström's family managed to depart safely from Europe to the United Arab Emirates ("UAE").

283. Following its arrival in the UAE, the Carlström family checked into a hotel in Dubai under an alias. Carlström set up his computers to connect to different financial systems, including the Legal Entity Identifier System, which enables tracing of companies, including those established "offshore." It enabled Carlström to trace and identify the people involved in international money laundering and financial fraud.

284. As part of that process, Carlström combed through thousands of documents from the prior six years and was able to identify billions in U.S. dollars traceable to one company in the former Soviet Union.

285. On February 12, 2019, while still in Dubai, Carlström was notified by Lundkvist that the Swedish Tax Agency had reviewed all the accounting and business transactions involving

Carlström and his companies from 2014 to December 31, 2018.

286. The Swedish Tax Agency also posed 19 lengthy and detailed questions about Vinacossa Enterprises AB's accounting, transaction history, and various business events, as well as an additional eight lengthy and specific questions regarding Sparflex's accounting and transaction records.

287. On March 22, 2019 Carlström responded to the Swedish Tax Agency's demands by providing very specific answers to the questions posed – with documentary proof supporting each response.

288. During March and April 2019, while in Dubai, Carlström was able to learn about even more corruption within the Swedish Tax Agency, the Swedish Financial Supervisory Authority, Folksam, Swedbank, and SEB, involving ongoing financial fraud and money laundering on an international scale. It involved individuals and companies in Scotland, the Netherlands, Eastern Europe, Russia and the former states of the Soviet Union, Turkey, and Pakistan, as well as countries in the Middle East. Some of these individuals and companies' operations and transactions were also in violation of U.S. economic sanctions.

289. By April 2019, Carlström had traced transactions involving money laundering and financial fraud to companies and people with outstanding international arrest warrants.

290. In April 2019, Carlström sent Defendant Westling Palm an email in which Carlström explained in detail the corruption that existed in the Swedish Pension Agency and related private companies, how that corruption had been accomplished, and from where in the system billions of dollars had been stolen over the years.

291. Carlström was also able to identify money laundering that had been accomplished through different companies that Carlström named. A copy of that email was also sent to the two tax investigators, Katarina Hansson Brodd and Ingrid Onsjö, who had harassed and terrorized

Carlström and his companies during the previous years.

292. In the weeks following the email, Swedish officials, relatives, and close friends in Swedbank, Swedish Tax Agency, the Swedish Pension Authority, and the Swedish Financial Supervisory Authority resigned as members of Boards that Carlström had identified as involved in money laundering and financial fraud.

293. Another company, Dalmagarry Properties Ltd., in Scotland, was identified (by Carlström) as the largest owner of Indecap, the company, as detailed ante, at ¶¶ 48-76, involved in stealing millions of dollars from clients of Folksam, Swedbank, and the Swedish Pension Authority. Shortly after Carlström's email to Westling Palm, Niklas Lundberg, the owner of Dalmagarry Properties Ltd., mortgaged the company's real estate properties for the first time.

The Efforts to Harm, and Thereby Silence, Carlström

294. By April 22, 2019, Carlström had located the majority of the funds flowing from Folksam and Swedbank, together with Swedish Tax Agency, the Swedish Pension Agency, and the Swedish Financial Supervisory Authority. Carlström traced Folksam's illegal funds, totaling billions in USD (in cash) to a financial company in the former Soviet Union. Carlström was able to obtain the financial records of this company that revealed its financial fraud and money laundering. Those discoveries by Carlström enabled him to understand why Folksam had engaged in the unrelenting effort to silence him and to engage the other above-named Defendants in Folksam's and Henriksson's corrupt and unlawful scheme.

295. The next evening, April 23, 2019, approximately one week after his first email to Westling Palm advising her of the corruption he had uncovered, Carlström's two "burner" telephones purchased in the Netherlands rang simultaneously on two of Carlström's encrypted telephone "Apps," Signal and WhatsApp. Additionally, two other "burner" telephones he had purchased in the UAE, and both his Skype phones, all rang at the same time.

296. The callers' phone numbers were from Turkey, and/or the UAE. They also called Matilda Carlström, Plaintiff Carlström's wife, who was present with Carlström in Dubai in the hotel room and participated in and heard some of the 20-30 telephone calls (over a three-hour period).

297. There were calls and texts from a total of five different numbers (from Turkey, Pakistan, and the UAE). Some of the calls were placed to Carlström's wife's phone. The callers' excuses for calling, or why they had her number, were confusing, inconsistent, and unconvincing. Ultimately, Mrs. Carlström blocked two of the callers who continued to contact her.

298. At the same time, the callers sent texts in Arabic. Many of the texts included photos of guns. Carlström and his wife were terrified and felt seriously threatened because it was clear the callers knew the Carlström's location.

299. The callers, who spoke English, urged Carlström and his wife to stay on the phone at all times and appeared to be speaking in code. Most of the telephone calls were from a number registered in Turkey. The text messages were sent on the WhatsApp platform in Arabic and Urdu. The messages were from numbers in Pakistan. Afterward, a friend of Carlström translated one of those text messages as follows: that, in substance, if Carlström is "good in life and not speak he will not have a problem."

300. Carlström understood that the callers were trying to locate the room in the hotel in which the family was staying. The intent was clear: to locate and harm – and even kill – Carlström and his family to prevent Carlström from revealing the information he had learned. Calls from those numbers continued even after Carlström and his family were in the United States, and Carlström continued to receive text messages even after he arrived in the U.S.

301. Confronted with that extraordinary and imminent danger, Carlström and his family decided to leave the United Arab Emirates immediately to travel to what he perceived as the safety

of the United States.

302. Carlström and his family arrived in New York April 24, 2019 on a nonstop flight.

303. The harm to Carlström's family, and particularly his young children, has been substantial and ongoing. It has weighed heavily on Mr. Carlström and adversely affected his emotional health. Carlström's four year-old son had become numb after three months in the exceedingly difficult and isolating, constricting situation the family had endured in the United Arab Emirates. He did not speak, and, traumatized, had completely shut himself down. He repeatedly hit himself and stated that he wanted to die.

304. In addition, Carlström's six year-old daughter was also severely traumatized and agitated. She, like the entire family, suffered severe depression as a result of the situation.

305. As a consequence of Defendants' relentless efforts to crush Carlström, his business and his family Carlström met with a Swedish psychiatrist, Kristoffer Södersten, in the UAE.

306. Dr. Södersten examined Carlström, his young son, and his daughter. They all had experienced severe trauma, particularly the children, who for their safety had essentially been confined to hotel rooms for an twelve-week period.

307. The mental and physical toll on the Carlström family was described in detail in an early May email Carlström sent from New York to Katrin Westling Palm.

308. On May 2, 2019, capitalizing on Carlström's anguish that Defendants had caused, and acting in furtherance of the racketeering enterprise's aims, Katrin Westling Palm responded to Carlström's email by announcing that Swedish Tax Agency would start new investigations and go through all Carlström's companies and their transactions again, despite having already done so several times since October 2017.

309. Westling Palm appointed five new tax investigators: Erik Ljungberg, Maria Holmberg, Lena Bergkvist, Ulf Pettersson, and Annika Berg. All were managers from Tax

Department 44, the Swedish Tax Agency's most aggressive department. It specializes in organized international crimes and terror organizations, and works together with economic crime police in Sweden and other countries.

310. Yet to this day the Swedish Tax Agency has not found any wrongdoing by or involving Carlström or his companies – after already investigating all of Carlström's companies for years.

The Conspiracy to Murder Carlström In the U.S.

311. Believing he was finally safe in New York, Carlström learned all too quickly that Defendants' wrath and reach extended across the Atlantic Ocean.

312. On May 3, 2019 at 10:30 a.m., Carlström was inside his hotel room in New York. Sometime during the late morning Carlström was working at the desk in the hotel room he shared with his wife and children. The desk was situated near the front door. Hearing a noise at the door, Carlström saw the door handle start to open. Fortunately, the door was latched, preventing entry.

313. Thinking it was housekeeping, Carlström asked who was there, stating that he (and his family) were in the room. Undeterred, and now knowing that someone was in the room, the intruder nonetheless continued to try to enter. At this point, Carlström rushed to the door, pushing back against it, preventing the intruder from gaining access. The intruder nevertheless attempted to enter again.

314. Carlström's daughter started screaming and crying. The intruder then tried twice more – and the third time tried to break down the door. There was full-scale panic at the scene.

315. At that point, Matilda Carlström called both 911 and hotel security. The intruder ran away. Computer records from the hotel show that an intruder used a stolen hotel key to attempt access – three times – to Carlström's room. The hotel's computer records also showed that no other rooms on Carlström's floor or elsewhere in the hotel had suffered attempts at entry with the stolen

room key.

316. Hotel security personnel arrived quickly. The New York City Police Department (“NYPD”) also responded to the scene quickly. That incident was the mental breaking point for Carlström’s wife and children. They cried all the time and shook with fear. NYPD transferred the investigation to the Federal Bureau of Investigation (“FBI”), which interviewed Carlström by telephone that day. As a precaution, the hotel moved Carlström and his family to another room in the hotel, but ten floors away. The hotel also registered him under a different name.

317. Weeks later, Carlström awoke to find that his wife had left New York with their two children and all their baggage. Carlström’s wife flew home to her parents in Sweden with plans to file for divorce. She believed it was too dangerous for her and their children to be around Carlström, and that she and the children would be killed if she stayed with him.

318. These escalating attacks against Carlström that began in April 2019 in Dubai started almost immediately after Carlström emailed Westling Palm with information that he had gathered regarding Areim. It was the first time Carlström ever mentioned Areim to any banking or government official. Benali Yildirim, the undisclosed owner of Areim, also has substantial business interests in Pakistan.

319. At that point, Carlström had lost all of his companies, employees, clients, houses, friends, relatives, home country, and, with their departure, his wife and his two children. He decided that suicide was his only option as a result of Defendants’ actions and their racketeering enterprise.

320. On May 15, 2019, Carlström swallowed a combination of the antidepressant Anafranil along with Xanor and Propavan. Carlström laid down in bed to die. He awoke 26 hours later on the bathroom floor, unable to move.

321. After regaining some consciousness, Carlström tried to commit suicide a second time. He swallowed as many tablets of Xanor, Propavan, and Anafranil he could handle. He then

laid on the bed again to die.

322. Carlström was saved only because he had sent a suicide note to his wife. As a result, she contacted the hotel, and security staff rushed to Carlström's room. Carlström was rushed by ambulance to Methodist Hospital in Brooklyn where he lingered between life and death for five days. He remained in the hospital for 16 days before being released.

323. Because of Defendants' unrelenting efforts to remove Carlström as a threat to their racketeering enterprise, Carlström was compelled to change hotels frequently and hire bodyguards to protect himself.

324. In July 2019, Carlström was staying at the Baccarat Hotel in midtown Manhattan while preparing this lawsuit with his attorney. After a short stay at the hotel, Carlström's bodyguard, Jill Bremer, informed Carlström that he was being followed for two days by someone Carlström himself had noticed. Carlström and Bremer decided to perform certain countersurveillance measures to confirm that Carlström was being followed. When Carlström went to a restroom in the hotel lobby, the other person followed him in there. When Carlström sat in a private area, the other person sat across the room from him.

325. At some point, the person conducting the surveillance of Carlström realized he had been spotted. He left the hotel swiftly, followed by Bremer, who observed the surveilling person approach a car in front of the hotel. Three other persons were in the car. The surveilling person then walked to a car directly ahead of that car, with four persons inside, and chatted with them before returning to the rear car. Bremer recorded the New Jersey license plate numbers of the two cars, which were not identifiable from any data base publicly available.

326. Bremer recommended that Carlström leave the hotel immediately to ensure his safety. Carlström carried one small bag, leaving his other luggage in the room, and was escorted by the head of hotel security out an employee entrance. Carlström and Bremer quickly hailed a yellow

cab and departed, although Bremer also conducted additional countersurveillance techniques (*i.e.*, stopping the cab and exiting for a moment, and also changing taxis during the trip).

327. After that incident, Carlström's security team concluded that New York was too dangerous for him, and he moved to the Dream Hotel in Los Angeles. However, while sitting by the rooftop pool each afternoon (accessible only by registered guests with a room key), Carlström and his security detail, including Bremer and Carlos Jackson, noticed another person at the pool using his phone either to photograph or videotape Carlström. Another person also appeared to be monitoring Carlström. Review of the hotel's security camera footage showed that one of those persons had sneaked into a restricted area of the hotel.

328. Carlström's security detail decided to call the Los Angeles Police Department, and after LAPD arrived, subsequently decided to move him again, this time to the Hilton Hotel adjacent to the Los Angeles International Airport ("LAX"). The following day, journalist Michael Carlin arrived for an appointment with Carlström. Carlin informed Carlström that while Carlin had been waiting outside, he noticed two men watching Carlström's room for 45 minutes. A member of Carlström's security detail observed the two men as well.

329. A decision was made to leave the hotel promptly. Carlström, a bodyguard, and Carlin hurried through the crowded lobby to board a shuttle van to the airport terminals. The two suspicious men rushed through the lobby after Carlström and hopped aboard the shuttle. They possessed no luggage. Carlin confided to Carlström that he thought Carlström was in imminent, and perhaps fatal, danger. Together, Carlin and Carlström devised a plan whereby Carlin would distract the two men with conversation while Carlström would alert the shuttle van driver, exit the van, and summon airport police.

330. Carlin engaged the two men in conversation while Carlström prevailed upon the driver to make an unscheduled stop. Carlström ran the 50 meters to the terminal and found police

personnel. By that time the two other men had disappeared. The police officers interviewed Carlström and Carlin (who also discussed the incident during a subsequent episode of his podcast), and then escorted Carlström through the terminal to where Carlström boarded a flight to Las Vegas. Since that episode Carlström has changed hotels on a frequent basis.

The Intrusion Into Carlström's Computers

331. While Carlström was in New York, and after his May 2019 email to Westling Palm, there was intrusion into the email account of one of his Cyprus companies, evidenced by an unauthorized log-in into the company's email system. At the time, only Carlström's bank and the Swedish Tax Agency had access to this specific email address. A computer expert hired by Carlström (in July 2019) was able to track the hacker's IP address to an address in Istanbul, Turkey, located in an area where (Areim's) Binali Yildirim's companies operate. The cost and losses to Carlström and his companies from the computer hacking including security measures required to correct the initial problem caused by the intrusion, and to guarantee secure communications and the confidentiality of business and personal information going forward – exceeded \$5,000 USD.

332. At or about the same time as the attempt to break into the Carlström hotel room in New York, someone hacked Mr. Carlström's Cyprus's company's email account. It was the email account that Carlström used to make his hotel bookings. Defendant Westling Palm had access to that account, and the email associated with it, as a result of the Swedish Tax Agency's investigation. Otherwise, the email address was confidential and had previously been secure.

333. On October 8, 2019, Carlström and his lawyer met with prosecutors of the United States Attorney's Office for the Southern District of New York. An FBI supervising agent also attended.

JURY TRIAL DEMAND

334. Pursuant to Rule 38, Fed.R.Civ.P., Plaintiffs demand trial by jury in this action for all issues so triable.

FIRST CAUSE OF ACTION (ALL PLAINTIFFS AGAINST ALL DEFENDANTS) RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (RICO VIOLATION OF 18 U.S.C. §1962(c))

335. Plaintiffs re-allege and re-incorporate herein by reference the allegations previously set forth herein.

The Substantive RICO Violation

336. Defendants are all “persons” within the meaning of 18 U.S.C. §1961(3). At all relevant times, Defendants conducted and/or participated in the affairs of the Racketeering Enterprise, identified **post**, at ¶¶ 338-43, which affected interstate and foreign commerce, through a pattern of racketeering activity in violation of 18 U.S.C. §1962(c), including acts indictable under the statutes listed **post**, at ¶¶ 344-46.

337. As described above, each Defendant participated in the operation or management of the Racketeering Enterprise, and benefitted financially from their position in, and/or the activities of, the Racketeering Enterprise.

The Racketeering Enterprise

338. Beginning from at least in or about 2015 and continuing through the filing of this First Amended Complaint, Defendants, along with others known and unknown, formed an association-in-fact Racketeering Enterprise as that term is defined in 18 U.S.C. §1961(4). The Racketeering Enterprise was an organized criminal group that operated in the Southern District of New York and elsewhere.

339. As demonstrated by its members’ ongoing coordination, communication, and efforts to work together, the Racketeering Enterprise constituted an ongoing organization in which

its members functioned as a continuing unit for a common purpose of achieving the objectives of the Racketeering Enterprise.

340. The racketeering enterprise was coordinated and organized by the individual defendants, Henriksson and Westling Palm, who controlled, at various times, Defendants Folksam, Swedbank, and the Swedish Tax Agency, and/or had confederates and colleagues at other institutional defendants with whom they had worked professionally, and called upon to assist the racketeering enterprise.

341. The individual defendants employed the institutional defendants to commit certain acts that were designed knowingly and intentionally to achieve the racketeering enterprise's objectives of destroying and silencing Carlström and the other Plaintiffs through fraudulent, extortionate, and, ultimately, attempts at physically violent conduct.

342. From the date the Racketeering Enterprise was formed until the present, its members and others acting at their direction have worked together to further their mutual goal of using illegal means to achieve the purposes of the Racketeering Enterprise, which included the following:

- a. Depriving Plaintiffs of money or property by fraud and extortion;
- b. Injuring Plaintiffs in their business or property by fraud, extortion, and other unlawful conduct;
- c. Destroying Carlström, even to the extent of conspiring to kill him;
- d. Destroying Carlström's companies (the other Plaintiffs), including those in which Plaintiff Brune was involved;
- e. Enriching its members and others through fraud and other illegal activities;
- f. Avoiding detection by law enforcement authorities and other regulatory agencies, and/or by Defendants' clients and/or employers.

343. In addition to Defendants, other members and associates of the Racketeering Enterprise include, among others known and unknown, MAGNUS BJÖRKMAN, YLVA WESSEN, MATZ GLENHAGE, STEFAN HOLM, LENA HÖGFELT, ANNA-KARIN LAURELL, CARINA ELM, LENNART MOLIN, JOHAN KARLSSON, MATZ GLENHAGE, HAMADI SAIDI, ALF SADE, MALIN HLAWATSCH, CHARLOTTE RYDIN, ANNA CEDERBERG, KATARINA HANSSON BROOD, INGRID ONSJÖ, ERIK LJUNGBERG, LENA BERGKVIST, MARIA HOLMBERG, ULF PETERSSON, ANNIKA BERG, and ANNA KARIN HÄLL.

Means and Methods of the Enterprise

344. Among the means and methods by which the Defendants and other Racketeering Enterprise members and associates conducted and participated in the conduct of the affairs of the Racketeering Enterprise were the following:

- a. Wire and Mail Fraud. Defendants, and others known and unknown, including other members of the Racketeering Enterprise, committed, caused to be committed, attempted to commit, and conspired to commit, acts of mail and wire fraud in connection with the schemes to destroy Carlström and his companies, and injure Plaintiffs in their money or property;
- b. Conspiracy to Commit Murder in the Second Degree (and/or Attempt): (N.Y. Penal Law §§125.25 & 105.15): From in or about May 2019 through the date of the filing of this First Amended Complaint, in the Southern District of New York and elsewhere, Defendants and others known and unknown, knowingly conspired to and/or attempted intentionally to cause the death of Victor Carlström [§125.25(1)], and/or knowingly conspired or attempted to cause the death of Victor Carlström during the commission of another crime,

i.e., burglary (N.Y. Penal Law §140.30) as described throughout this First Amended Complaint;

- c. Travel Act Violations. Defendants, and others known and unknown, including other members of the Racketeering Enterprise, traveled internationally in furtherance of their scheme(s) to defraud Plaintiffs of their money and/or property;
- d. Money Laundering. Defendants, and others known and unknown, including other members of the Racketeering Enterprise, engaged in a series of financial transactions involving the proceeds of specified unlawful activity, including fraud and extortion, and which were designed to further the unlawful activities of the Racketeering Enterprise, and to promote the specified unlawful activity, including fraud and extortion, and/or disguise the proceeds of the Racketeering Enterprise's unlawful activities; and
- e. Hobbs Act Extortion. Defendants, and others known and unknown, including other members of the Racketeering Enterprise, committed various acts of extortion by, in part, intimidating and threatening physical or economic harm to individuals in order to obtain money, property, and employment and business opportunities.

The Predicate Acts of Racketeering

345. Defendants' actions in conducting the Racketeering Enterprise, including their deliberate, malicious, and unrelenting pursuit of Carlström to destroy him and his companies, and their fraud depriving Plaintiffs of their money and/or property, and extortion thereof, constitutes a pattern of racketeering as that term is defined in 18 U.S.C. §1961(5).

346. The actions of all defendants have included multiple, related acts in violation of the

following provisions of the United States Code:

- a. Mail Fraud (18 U.S.C. § 1341): On or about the dates indicated throughout this First Amended Complaint, Defendants and/or their employees and/or agents acting on their behalf, aided and abetted by each other, used the United States mails and/or private or commercial interstate carriers in furtherance of a scheme to defraud Plaintiffs of their money and/or property in violation of 18 U.S.C. §1341, and 18 U.S.C. §2 as described throughout this First Amended Complaint.
- b. Wire Fraud (18 U.S.C. §1343): On or about the dates indicated throughout this First Amended Complaint, Defendants and their employees and/or agents acting on their behalf, aided and abetted by each other, used interstate wires in furtherance of a scheme to defraud Plaintiffs of their money and/or property in violation of 18 U.S.C. §1343, and 18 U.S.C. §2 as described throughout this First Amended Complaint.
- c. Conspiracy to Commit Murder in the Second Degree (and/or Attempt) (N.Y. Penal Law §§125.25 & 105.15): From in or about May 2019 through the date of the filing of this First Amended Complaint, in the Southern District of New York and elsewhere, Defendants and others known and unknown, knowingly conspired to and/or attempted intentionally to cause the death of Victor Carlström [§125.25(1)], and/or knowingly conspired or attempted to cause the death of Victor Carlström during the commission of another crime, *i.e.*, burglary (N.Y. Penal Law §140.30) as described throughout this First Amended Complaint;
- d. Travel Act (18 U.S.C. § 1952): On or about the dates indicated throughout this

First Amended Complaint, Defendants and their employees and/or agents acting on their behalf, aided and abetted by each other, traveled internationally in furtherance of a scheme to defraud Plaintiffs of their money and/or property in violation of 18 U.S.C. §§1341 and 1343, and 18 U.S.C. §2 as described throughout this First Amended Complaint.

e. Money Laundering (18 U.S.C. §§1956(a)(1)(A)(i) and (B)(i) & 1956(a)(2)(A) and (B)(i) & §1956(h)) & §1956(b)(2)): On or about the dates indicated throughout this First Amended Complaint, Defendants and their employees and/or agents acting on their behalf, aided and abetted by each other, in an offense involving interstate and/or foreign commerce, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, namely mail fraud, wire fraud, and extortion as described in this First Amended Complaint,

1. conducted or attempted to conduct or conspired to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity with the intent to promote the carrying on of specified unlawful activity; and/or
2. did knowingly transport, transmit, and transfer, and attempt and/or conspire to transport, transmit, and transfer, monetary instruments and/or funds to places in the United States from and through places outside the United States, or to a place in the United States from or through a place outside the United States (A) with the intent to promote the carrying on of specified unlawful activity; or (B) knowing that the monetary instrument or funds involved in the transportation,

transmission, or transfer represent the proceeds of some form of unlawful activity and knowing that such transportation, transmission, or transfer was designed in whole or in part to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity as described elsewhere in this paragraph and First Amended Complaint;

- f. Money Laundering (18 U.S.C. §1957(a)): On or about the dates indicated throughout this First Amended Complaint, Defendants and their employees and/or agents acting on their behalf, aided and abetted by each other, in an offense involving interstate and/or foreign commerce, knowingly engaged or attempted or conspired to engage in a monetary transaction in criminally derived property of a value greater than \$10,000 and was derived from specified unlawful activity, namely mail fraud, wire fraud, and extortion, as described elsewhere in this paragraph and First Amended Complaint;
- g. Hobbs Act (18 U.S.C. § 1951): On or about the dates indicated throughout this First Amended Complaint, Defendants and their employees and/or agents acting on their behalf, aided and abetted by each other, traveled and took other actions in furtherance of a scheme to extort and rob Plaintiffs of their money and/or property in violation of 18 U.S.C. §§1341, 1343, and 1951, and 18 U.S.C. §2 as described throughout this paragraph and this First Amended Complaint.

347. The predicate acts of racketeering were related because they all served the purposes of the Racketeering Enterprise and were committed by Defendants and other members and associates of the Racketeering Enterprise to further its goals. The racketeering enterprise's

activities designed to defraud Plaintiffs, deprive them of money or property, to obtain their property by extortion, and physically harm Carlström and his family are ongoing, and threaten to continue in order to silence Carlström and injure Plaintiffs in their business or property.

Plaintiffs' Injury to Their Business and/or Property

348. Plaintiffs have each been injured in their business and/or property by Defendants' violation of 18 U.S.C. § 1962(c), including injury by reason the predicate acts (*see* ¶¶ 281-83 above) constituting the pattern of racketeering activity.

349. Plaintiffs suffered injury in the U.S. with respect to, *inter alia*, commissions earned on their clients' U.S. investments of which they were deprived, and with respect to the elimination of a U.S. based business that was to market mortgages to customers in the U.S.

350. As a result of Defendants' wrongful conduct in participating in the affairs of a racketeering enterprise Plaintiffs have suffered substantial damage in an amount not less than Four Billion Two Hundred Seventy-Nine Million, Eight Hundred Thousand dollars (\$4,279,800,000.00 USD) dollars.

351. Pursuant to 18 U.S.C. §1964(c), Plaintiffs are entitled to recover treble damages for both their general and special compensatory damages, plus interest, costs and attorneys' fees incurred by reason of Defendants' violation of 18 U.S.C. §1962(c).

WHEREFORE, Plaintiffs demand judgment against each of the Defendants, jointly and severally, to recover treble damages for its general and special compensatory damages, plus interest, costs and attorneys' fees, by reason of defendants' violations of 18 U.S.C. §§1962(c) & 1964(c).

**SECOND CAUSE OF ACTION
(ALL PLAINTIFFS AGAINST ALL DEFENDANTS)
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT
(RICO CONSPIRACY IN VIOLATION OF §1962(d))**

352. Plaintiffs re-allege and re-incorporate herein by reference the allegations previously set forth herein.

353. Beginning on or about 2015, and continuing through the time of filing in this First Amended Complaint, in the Southern District of New York and elsewhere, Defendants, and others known and unknown, being persons employed by and/or associated with the Racketeering Enterprise described above in ¶¶ 338-43, which Racketeering Enterprise was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly combined, conspired, confederated, and agreed together and with each other to violate 18 U.S.C. §1962(c), to wit, to conduct and participate, directly and indirectly, in the conduct of the affairs of that enterprise through a pattern of racketeering activity, as that term is defined in 18 U.S.C. §§1961(1) and 1961(5), consisting of the multiple indictable predicate acts of racketeering in violation of law listed ante, at ¶¶ 344-46.

354. It was a part and object of the conspiracy that each Defendant agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the Racketeering Enterprise.

355. Defendants' conspiracy to violate 18 U.S.C. §1962(c) violated §1962(d).

356. It was part of the conspiracy that Defendants and their co-conspirators would commit in the Southern District of New York numerous predicate acts of racketeering activity in the conduct of the affairs of the Racketeering Enterprise, including but not limited to, the predicate acts of racketeering enumerated **ante**, in ¶¶ 344-46.

357. Plaintiffs have been injured in their business or property by Defendants' violation

of 18 U.S.C. §1962(d), including injury by reason of the predicate acts constituting the pattern of racketeering activity. *See also ante*, at ¶ 349.

358. As a result of the conspiracy between and among all of Defendants to violate 18 U.S.C. §§1962(c) and (d), Plaintiffs have suffered substantial damage in an amount not less than Four Billion Two Hundred Seventy-Nine Million, Eight Hundred Thousand dollars (\$4,279,800,000.00 USD) dollars.

359. Pursuant to 18 U.S.C. §1964(c), Plaintiffs are entitled to recover treble damages for both its general and special compensatory damages, plus interest, costs, and attorneys' fees, by reason of Defendants' violations of 18 U.S.C. §1962(d).

WHEREFORE, Plaintiffs demand judgment against each of the Defendants, jointly and severally, to recover treble damages for their general and special compensatory damages, plus interest, costs, and attorneys' fees.

**THIRD CAUSE OF ACTION
(BY CARLSTRÖM AGAINST ALL DEFENDANTS)
(COMPUTER FRAUD AND ABUSE ACT)**

360. Plaintiffs re-allege and re-incorporate herein by reference the allegations previously set forth herein.

361. Carlström's computers are involved in interstate and foreign commerce, and communication, and are protected computers under 18 U.S.C. §1030(e)(2).

362. Upon information and belief, Defendants knowingly and intentionally accessed Carlström's computers, and/or conspired to do so, and/or attempted to do so, and aided and abetted each other and others, without authorization or in excess of authorization, and thereby obtained and used valuable information from those computers in violation of 18 U.S.C. §1030(a)(2)(C). Such information included, but was not limited to Carlström's and other Plaintiffs' email correspondence, confidential business information, his contacts, and other confidential personal

information while in the United States and elsewhere.

363. Upon information and belief, Defendants intentionally accessed, attempted to access, and/or conspired to access, a protected computer or computers without authorization, and as a result of such conduct, caused damage and loss, in violation of 18 U.S.C. §1030(a)(5)(C), or recklessly caused damage, in violation of 18 U.S.C. §1030(a)(5)(B).

364. Defendants caused loss to one or more persons during a one-year period aggregating well over \$5,000 in value;

WHEREFORE, Carlström suffered damage and loss as a consequence of Defendants' actions, including but not limited to the cost of investigating and responding to the unauthorized access and abuse of their computer networks, conducting damage assessments, restoring and replacing computers and data, programs, systems, or information, installing security measures to prevent further intrusions, and the harm to Carlström's business(es) as described above. Carlström seeks compensatory and other equitable relief under 18 U.S.C. §1030(g).

**FOURTH CAUSE OF ACTION
(BY RESURS DIREKT AGAINST FOLKSAM)
(BREACH OF CONTRACT)**

365. Plaintiffs re-allege and re-incorporate herein by reference the allegations previously set forth herein.

366. In or about 2013 Plaintiff Resurs Direkt and defendant Folksam entered into a contract by which Folksam agreed to pay to Resurs Direkt brokerage commissions.

367. The Agreement was duly signed and executed by Resurs Direkt and Folksam.

368. The terms of that Agreement obligated defendant Folksam to pay to Resurs Direkt all brokerage fees due and owing to the company as consideration for Resurs Direkt's placement of its clients' funds with Folksam.

369. Following execution of the Agreement in 2013 defendants paid to Resurs Direkt

the brokerage fees it was due. However, beginning in September 2015, Folksam refused to pay any fees due pursuant to the contract, determining unilaterally and without basis that the contract between Folksam and Resurs Direkt was a nullity.

370. Defendant Folksam breached the contract between the parties without legal right, cause, or justification.

371. The contract provides that in the event Folksam cancelled the contract, it would pay Plaintiff Resurs Direkt all deposited commissions in advance in one payment. That commission was at the time \$12,000,000.00 USD.

372. Over the course of the following year(s), through the filing of this First Amended Complaint, Plaintiff Resurs Direkt has continued to demand its payment per the terms of the Agreement. defendant Folksam has refused to make any payment.

WHEREFORE, plaintiff Resurs Direkt demands judgment against defendant Folksam for damages of at least Twelve Million (\$12,000,000.00 USD) dollars for plaintiff Resurs Direkt's direct out-of-pocket losses resulting from defendant Folksam's breach of contract, an award of attorneys' fees consistent with the terms of the Agreement between the parties and for such other and further relief this Honorable Court deems just and proper.

**FIFTH CAUSE OF ACTION
(BY VINACOSSA, RESURS DIREKT, SPARFLEX,
BOFLEX AGAINST FOLKSAM, SWEDBANK,
HENRIKSSON, THEDÉEN, and WESTLING PALM)
(TORTIOUS INTERFERENCE WITH CONTRACT)**

373. Plaintiffs re-allege and re-incorporate herein by reference the allegations previously set forth herein.

374. Valid contracts existed between Plaintiffs Vinacossa, Resurs Direkt, Sparflex, Boflex and third-party Nord, and subsequently with third-party Exceed

375. Defendants were aware of Plaintiffs Vinacossa, Resurs Direkt, Sparflex, Boflex

contracts with Nord and Exceed.

376. Defendants intentionally and without justification procured Nord's and Exceed's breach of their contracts with Plaintiffs Vinacossa, Resurs Direkt, Sparflex, Boflex.

377. As a direct and proximate cause of Defendants' conduct, Plaintiffs Vinacossa, Resurs Direkt, Sparflex, Boflex suffered damages in the amount of \$4,279,800,000.00 USD.

WHEREFORE, Plaintiffs Vinacossa, Resurs Direkt, Sparflex, Boflex demand judgment against defendants Folksam, Henriksson, Thedéen, and Westling Palm, jointly and severally, for damages of at least \$4,279,800,000.00 USD dollars for Plaintiffs Vinacossa, Resurs Direkt, Sparflex, Boflex and their direct out-of-pocket losses resulting from Defendants' tortious conduct, and for such other and further relief this Honorable Court deems just and proper.

**SIXTH CAUSE OF ACTION
(BY VINACOSSA, RESURS DIREKT, BOFLEX, and SPARFLEX, AGAINST
FOLKSAM, SWEDBANK, SEB, HENRIKSSON, THEDÉEN, and WESTLING
PALM) (TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS
ADVANTAGE)**

378. Plaintiffs re-allege and re-incorporate herein by reference the allegations previously set forth herein.

379. Plaintiffs Carlström, Vinacossa, Resurs Direkt, Sparflex, had business relations with Nord and Exceed. Also, Boflex had a prospective relationship with Swedbank and/or SEB for the purpose of distributing mortgages.

380. Defendants interfered with those business relations.

381. Defendants' interference with those business relations was for the sole purpose of harming Plaintiffs Vinacossa, Resurs Direkt, Sparflex, and Boflex, and/or used wrongful means independent of the interference caused thereby.

382. As a direct and/or proximate cause of Defendants' interference, Plaintiffs Vinacossa, Resurs Direkt, Sparflex, and Boflex's business relationship(s) with Nord and Exceed

were injured.

383. As a direct and/or proximate cause of Defendants' interference, Plaintiffs Vinacossa, Resurs Direkt, Sparflex, and Boflex suffered damages.

WHEREFORE, Plaintiffs Vinacossa, Resurs Direkt, Sparflex, demand judgment against defendants Folksam, Swedbank, SEB, Henriksson, Thedéen, and Westling Palm, jointly and severally, for damages of at least Four Billion Two Hundred Seventy-Nine Million, Eight Hundred Thousand dollars (\$4,279,800,000.00 USD) dollars for Plaintiffs Vinacossa, Resurs Direkt, Boflex, and Sparflex's direct out-of-pocket losses resulting from Defendants' tortious conduct, and for such other and further relief this Honorable Court deems just and proper.

**SEVENTH CAUSE OF ACTION
(BY CARLSTRÖM AGAINST ALL DEFENDANTS)
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

384. Plaintiffs re-allege and re-incorporate herein by reference the allegations previously set forth herein.

385. Defendants committed extreme and outrageous conduct against Carlström, his wife, and minor children.

386. Defendants intended to cause, and did cause, and continues to cause, Carlström severe emotional distress.

387. Defendants' extreme and outrageous conduct against Carlström, his wife, and minor children was committed in disregard of a substantial likelihood of causing Carlström severe emotional distress.

388. Defendants' extreme and outrageous conduct against Carlström, his wife, and minor children has been the direct and proximate cause of Carlström's severe emotional distress.

389. As a result of Defendants' extreme and outrageous conduct against Carlström, his wife, and minor children, Carlström has suffered, continues to suffer, and will continue to suffer,

severe emotional distress.

WHEREFORE, Plaintiff Carlström demands judgment against Defendants, jointly and severally, for Carlström's injury and losses resulting from Defendants' tortious conduct to be determined by the finders of fact, and for such other and further relief this Honorable Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants on all Causes of Action, and seeks such relief as set forth above for each Cause of Action, and as specified below for all Causes of Action for which such relief is provided by law:

- (a) Awarding Plaintiff all costs and attorneys' fees to the full extent permitted under the applicable law;
- (b) Awarding Plaintiff pre- and post-judgment interest as permitted by law; and
- (c) Awarding any other relief as the Court may deem just and proper.

Dated: New York, New York
10 July, 2020

/S/Lawrence H. Schoenbach
Lawrence H. Schoenbach, Esq.
Law Offices of Lawrence H. Schoenbach
111 Broadway, Suite 901
New York, New York 10006

Joshua L. Dratel
Dratel & Lewis, P.C.
29 Broadway, Suite 1412
New York, New York 10006
(212) 732-0707
jdratel@dratellewis.com

Attorneys for Plaintiffs

VERIFICATION

I, Victor Carlström, declare as follows:

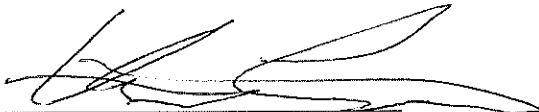
1. I am a Plaintiff in the present case and a citizen of Sweden. I am currently residing in the United States and have reviewed the foregoing *Verified First Amended Complaint*.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified First Amended Complaint*, and if called on to testify I would competently testify as to those matters stated herein.

3. I have personal knowledge of my companies Vinacossa Enterprises AB, SBS Resurs Direkt AB, Boflexibilitet Sverige AB, Vinacossa Enterprises Ltd., and Sparflex AB, their activities and intentions, including those set out in the foregoing *Verified First Amended Complaint*, and if called on to testify I would competently testify as to the matters stated herein. On all other matters in the foregoing *Verified First Amended Complaint*, I verify that they are based upon my information and belief.

4. I verify under penalty of perjury under the laws of the United States of America that the factual statements in this Complaint concerning myself, my activities, and my intentions are true and correct, as are the factual statements concerning Vinacossa Enterprises AB, SBS Resurs Direkt AB, Boflexibilitet Sverige AB, Vinacossa Enterprises Ltd., and Sparflex AB, and their activities and intentions. 28 U.S.C. §1746.

Executed July 10, 2020.


Victor Carlström