

1 TRACY L. WILKISON
 Acting United States Attorney
 2 CHRISTOPHER D. GRIGG
 Assistant United States Attorney
 3 Chief, National Security Division
 STEVEN R. WELK
 4 Assistant United States Attorney
 Chief, Asset Forfeiture Section
 5 WILLIAM M. ROLLINS (Cal. Bar No. 287007)
 Assistant United States Attorney
 6 Terrorism and Export Crimes Section
 DAN G. BOYLE (Cal. Bar No. 332518)
 7 Assistant United States Attorney
 Asset Forfeiture Section
 8 1400 United States Courthouse
 312 North Spring Street
 9 Los Angeles, California 90012
 Telephone: (213) 894-7407/2426
 10 Facsimile: (213) 894-0142
 E-mail: william.rollins@usdoj.gov
 11 daniel.boyle2@usdoj.gov

12 Attorneys for Plaintiff
 13 UNITED STATES OF AMERICA

14
 15 UNITED STATES DISTRICT COURT
 16 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 17 WESTERN DIVISION

18 UNITED STATES OF AMERICA,

19 Plaintiff,

20 v.

21 SEYED ZIAEDDIN TAHERI ZANGAKANI,
 SAEED TORAB ABTAHI; ABBAS AMIN;
 22 ISSA SHAYEGH; MOJTABA DEGHANI;
 SARA SABRI; REZA KARIMI; SHANTIA
 23 CHUPRA; SALIM HENAREH; AND
 24 KHALIL HENAREH;

25 Defendants.

NO. 2:21-cv-2438

CIVIL COMPLAINT

18 U.S.C. § 1956(b)(1)

[F.B.I.]

26
 27 The United States of America brings this claim against the
 28 defendants described more particularly below, and alleges as follows:

1 NATURE OF ACTION AND PARTIES

2 1. This is an action seeking a money laundering monetary
3 penalty pursuant to 18 U.S.C. § 1956(b)(1).

4 2. The plaintiff is the United States of America ("plaintiff"
5 or the "government").

6 3. The defendants are:

7 a. SEYED ZIAEDDIN TAHERI ZANGAKANI ("ZANGAKANI")

8 b. SAEED TORAB ABTAHI ("ABTAHI")

9 c. ABBAS AMIN ("AMIN")

10 d. ISSA SHAYEGH ("SHAYEGH")

11 e. MOJTABA DEHGHANI ("DEHGHANI")

12 f. SARA SABRI ("SABRI")

13 g. REZA KARIMI ("KARIMI")

14 h. SHANTIA CHUPRA ("CHUPRA")

15 i. SALIM HENAREH ("HENAREH"), and

16 j. KHALIL HENAREH ("KHALIL")

17 JURISDICTION AND VENUE

18 4. This Court has jurisdiction over this matter under 28
19 U.S.C. §§ 1331, 1345, and 1355.

20 5. Venue lies in this District pursuant to 28 U.S.C.
21 § 1391(b)(2), because a substantial part of the events or omissions
22 giving rise to this claim occurred in this District.

23 STATUTORY BACKGROUND

24 6. The International Emergency Economic Powers Act ("IEEPA")
25 authorizes the President to deal with "unusual and extraordinary
26 threat[s] . . . to the national security, foreign policy, or economy
27 of the United States" by declaring a national emergency with respect
28 to such threats. 50 U.S.C. § 1701(a). Since 1979, and through the

1 present day, U.S. presidents have repeatedly declared that the
2 actions and policies of the Government of Iran ("GOI") pose a threat
3 to the United States' national security including, among other
4 actions, the GOI's pursuit of nuclear weapons and its sponsorship of
5 terrorism.

6 7. Section 1705 of the IEEPA defines the scope of unlawful
7 activity under the statute: "[i]t shall be unlawful for a person to
8 violate, attempt to violate, conspire to violate, or cause a
9 violation of any license, order, regulation, or prohibition issued
10 under this title." 50 U.S.C. § 1705(a). It also provides a criminal
11 penalty for anyone who, among other things, willfully conspires to
12 commit any of the unlawful acts described in Section 1705(a). See
13 id. § 1705(c).

14 8. Since 1979, the United States has adopted a series of
15 statutes, executive orders, and regulations designed to check the
16 national security threat posed by the GOI's policies and actions,
17 including the Iranian Transactions and Sanctions Regulations
18 ("ITSR"), 31 C.F.R. Part 560, and the Iranian Financial Sanctions
19 Regulations ("IFSR"), 31 C.F.R. Part 561. The ITSR target, among
20 other things, exports from the United States or by U.S. persons for
21 the benefit of Iran.

22 9. Section 560.204 of the ITSR prohibits, among other things,
23 "the exportation, reexportation, sale, or supply, directly or
24 indirectly, from the United States, or by a United States person,
25 wherever located, of any goods, technology, or services to Iran or
26 the Government of Iran." § 560.204. Similarly, the ITSR prohibits
27 the reexportation from a third country, directly or indirectly, by a
28 person other than a United States person, of any goods, technology,

1 or services that have been exported from the United States if
2 undertaken with knowledge that the reexportation is intended
3 specifically for Iran or the Government of Iran. See § 560.205. The
4 ITSR provides that the transfer of funds, directly or indirectly,
5 from the United States by a U.S. person to Iran or the Government of
6 Iran is a prohibited export, re-export, sale, or supply of services
7 to Iran or the Government of Iran. See § 560.427(a).

8 10. In addition, section 560.203 of the ITSR states that "any
9 transaction on or after the effective date [meaning 1979] that evades
10 or avoids, has the purpose of evading or avoiding, causes a violation
11 of, or attempts to violate any of the prohibitions set forth in this
12 part is prohibited," and that "[a]ny conspiracy formed to violate any
13 of the prohibitions set forth in this part is prohibited."

14 11. The IFSR, which were enacted in part under the authority of
15 IEEPA, implement, among other things, a series of legislative and
16 executive steps taken to attempt to restrict the Government of Iran,
17 its Islamic Revolutionary Guard Corps', or any of its agents or
18 affiliates access to U.S. currency, including (i) the National
19 Defense Authorization Act for Fiscal Year 2012 (the "NDAA"), which
20 allowed for sanctions to be imposed on foreign financial institutions
21 that were determined by the Secretary of Treasury to knowingly have
22 conducted or facilitated significant financial transactions with the
23 Central Bank of Iran or a designated Iranian financial institution,
24 and (ii) the subsequently enacted Iranian Threat Reduction and Syria
25 Human Rights Act of 2012 ("ITRA"), which further restricted Iran's
26 access to its oil proceeds, for example, by directing that sanctions
27 should be imposed on foreign financial institutions that did not
28 restrict the use of Iranian oil proceeds to fund bi-lateral trade

1 (i.e., trade between the institution's host country and Iran). See
2 31 C.F.R. Part 561.

3 12. Any conspiracy formed to violate the IFSR is prohibited by
4 31 C.F.R. § 561.701(b).

5 **FACTUAL ALLEGATIONS**

6 **A. Background on Iranian Sanctions Avoidance**

7 13. Iran uses front and shell companies¹ to exploit financial
8 systems around the world to generate revenue and transfer funds in
9 support of terrorist groups, ballistic missile development, human
10 rights abuses, support for the Syrian regime, and other destabilizing
11 actions targeted by U.S. sanctions.

12 14. Iran uses exchange houses and trading companies in other
13 countries to act as money transmitters to process funds transfers
14 through the United States which are not authorized by the U.S. Office
15 of Foreign Assets Control ("OFAC").²

16 15. Iranian actors use front and shell companies around the
17 world to procure technology and services in order to evade sanctions,
18 thereby obtaining goods and services related to currency
19 counterfeiting, dual-use equipment (meaning equipment having both
20 civilian and military applications), and the commercial aviation
21 industry. Iran-related actors have attempted to purchase printing
22 machinery and raw materials to print counterfeit bank notes in
23 support of the Islamic Revolutionary Guards Corps' Quds Force ("IRGC-

24
25 ¹ "Front" or "shell" companies are commonly used to inhibit the
26 identification of controlling owners and/or members of another
company or organization, often for the purpose of frustrating law
enforcement's investigation of illicit transactions.

27 ² OFAC is a U.S. government agency component of the United
28 States Treasury Department that administers and enforces economic and
trade sanctions in support of U.S. national security and foreign
policy.

1 QF"), an extraterritorial paramilitary force. Iran-related actors
2 frequently use intermediary companies to obfuscate both the true
3 purchaser and the final recipient of goods and services.

4 **B. Background on the Defendants' Control of, and Association**
5 **with, Currency Exchange Businesses in Canada and the U.A.E.**

6 16. ZANGAKANI, ABTAHI, SHAYEGH, HENAREH, and KHALIL have each
7 owned or been employed by companies in Canada and/or the U.A.E. that
8 are associated with money services businesses in Iran:

9 a. Rosco Trading LLC ("ROSCO TRADING") is a company based
10 in the U.A.E. that purports to assist Canadian suppliers with the
11 purchase of products, raw materials, heavy industrial equipment, and
12 special machinery. ZANGAKANI owns 5% of ROSCO TRADING.

13 b. Rosco Trading International Ltd. ("ROSCO INTL") is a
14 currency exchange business located in Toronto, Canada, which provides
15 exchange services for at least 40 international currencies.

16 c. ROSCO INTL is co-located with and does business as
17 Persepolis International Ltd. ("PERSEPOLIS"), a registered Money
18 Services Business ("MSB") in Canada.

19 d. HENAREH owns 44% of ROSCO TRADING, and is the
20 principal and president of ROSCO INTL. HENAREH is also the president
21 of PERSEPOLIS.

22 e. KHALIL serves as a compliance and operations employee
23 for ROSCO INTL. KHALIL was the Information Technology and Operations
24 Manager for PERSEPOLIS, and KHALIL also registered and operated web
25 domains for PERSEPOLIS, among other companies.

26 f. ABTAHI is a national of Canada and Iran and serves as
27 the Vice President of ROSCO INTL. In August of 2018, ROSCO INTL
28 announced on its webpage that, due to "added sanctions pressures,"

1 ROSCO INTL would not accept any money transfer requests to or from
2 Iran "until further notice."

3 g. SHAYEGH is a citizen of Iran and is a foreign currency
4 "specialist" for PERSEPOLIS.

5 h. ROSCO TRADING shares a physical address with Rosco
6 Investment International LLC ("ROSCO INVESTMENT") in the U.A.E.
7 Collectively, ROSCO TRADING, ROSCO INTL, PERSEPOLIS, and ROSCO
8 INVESTMENT, are hereinafter referred to as the "ROSCO ENTITIES."

9 i. Although ROSCO INVESTMENT's website -
10 "roscoinvestment.com" - is no longer active, KHALIL was the
11 registrant contact, technical contact, administrative contact, and
12 billing contact for the ROSCO INVESTMENT domain name.

13 j. KARIMI is an employee of a money exchange in the
14 U.A.E. and provided advice to ZANGAKANI and the ROSCO ENTITIES
15 regarding how to evade sanctions on Iran.

16 **C. The ROSCO ENTITIES' Association with ROSCO EX in Iran**

17 17. KHALIL registered a website for an Iranian currency
18 exchange business, Rosco Exchange ("ROSCO EX"), which publicly
19 displays and advertises the "Rosco," "Persepolis," and "Henareh"
20 names.

21 18. ROSCO EX is located in Tehran, Iran.

22 19. KHALIL is the "listed registrant" of the ROSCO EX website
23 "sarafipersepolis.ir."³ The domain holder for the ROSCO EX website
24 is the "Payam Avarane Khorshid Company" located in Shiraz, Iran. The
25 company's online profile publicly references ROSCO EXCHANGE,
26 PERSEPOLIS, and HENAREH.

27
28 ³ The internet country extension for Iranian websites is ".ir".

1 20. The ROSCO EX domain subscriber contact information shares a
2 telephone number and address with ROSCO INTL and PERSEPOLIS in
3 Canada.

4 **D. Background on Additional Coconspirators and Petrochemical**
5 **Companies in Iran**

6 21. AMIN is a citizen of Iran and the Credit Finance Manager
7 for Iran-based Supplying Petrochemical Industries Part Equipment and
8 Chemical Engineering Company ("SPEC").

9 22. SABRI is a "Commercial Expert" for Compressor Tech Trading
10 ("COMPRESSOR TECH"), a company purportedly based in the U.A.E. but
11 that actually operates in Iran, as detailed further below.

12 23. DEGHANI is a citizen of Iran and an employee within the
13 financial department of Iran-based Fateh Sanat Kimia ("FATEH SANAT").

14 **E. ZANGAKANI, HENAREH, and SHAYEGH were Linked to a California**
15 **Business that Illegally Transferred Money to Iran in 2003**

16 24. Beginning in 1999, HENAREH served as President of
17 Persepolis Financial Services, Inc. ("PERSEPOLIS FINANCIAL"), a
18 corporation based in Encino, California and incorporated on August 6,
19 1999. In 2003, SHAYEGH, the vice president of PERSEPOLIS FINANCIAL,
20 was convicted in Los Angeles County Superior Court of violating
21 Section 1823 of the California Financial Code for transmitting money
22 to Iran.

23 25. The year before SHAYEGH's conviction, a California state
24 law enforcement undercover officer ("UC") contacted PERSEPOLIS
25 FINANCIAL at its publicly listed telephone number in Encino. The UC
26 spoke with ZANGAKANI.

27 26. During the call, ZANGAKANI told the UC how to
28 surreptitiously send money from the United States to Iran and
provided the UC with an Iranian currency to U.S. dollar exchange

1 rate. ZANGAKANI also directed the UC to PERSEPOLIS FINANCIAL in
2 Encino, where the UC ultimately met SHAYEGH in-person.

3 **F. Defendants Were Aware of And Discussed Iranian Sanctions**
4 **and How to Facilitate Sanctions Violations after SHAYEGH's**
5 **2003 Conviction**

6 27. Defendants continued to discuss and arrange U.S. dollar
7 transactions on behalf of Iran after SHAYEGH's 2003 criminal
8 conviction.

9 28. On January 17, 2012, ZANGAKANI and SHAYEGH communicated
10 about "American Hawalas/ Transactions" from an employee of ROSCO
11 INTL. The email indicated that ZANGAKANI would be "introduced" to
12 "American customers" and provided instructions on how to calculate
13 the Toman rate, a superunit of the official currency of Iran, the
14 Rial, and how to add a Toman fee for American transactions.⁴

15 29. On August 8, 2012, ZANGAKANI emailed SHAYEGH a copy of an
16 invoice for a U.S.-dollar payment made on behalf of an Iranian
17 company for gas and oil:

18 a. In particular, ZANGAKANI forwarded a request from a
19 U.A.E. trading company⁵ for an "invoice" on "letterhead" that would
20 enable the trading company "to arrange [for] the transfer of funds
21 directly to your account."

22 b. The email included a commercial invoice from OIL
23 COMPANY 1, an Iranian oil and gas company, in the amount of
24 \$343,516.46 of "Gas Oil - Type - A" and "Gas Oil - Type - B" for a
25 shipment from Erbil, Iraq to Heraat, Afghanistan.

26 ⁴ One toman is equivalent to ten rials, which are the official
27 currency of Iran.

28 ⁵ U.A.E. trading companies are often used by individuals and
entities acting on behalf of Iran to send and receive U.S. dollar
payments because U.S. dollars cannot be wired directly to Iran as a
result of economic sanctions.

1 30. On May 14, 2014, ZANGAKANI sent SHAYEGH business cards (in
2 Farsi and in English) identifying SHAYEGH as the "International
3 Specialist of the Foreign Currency" for PERSEPOLIS. In addition to
4 offices in Toronto and Dubai, SHAYEGH's business cards stated that
5 PERSEPOLIS has an office in Tehran, Iran.⁶

6 31. On June 18, 2012, KARIMI and ZANGAKANI discussed how to
7 surreptitiously transfer funds from Iran to accounts in Canada and
8 evade economic sanctions, including under IEEPA and ITSR. In those
9 communications, KARIMI identified two important factors that would
10 help disguise any transfer:

11 a. According to KARIMI, if the transfer was initiated
12 from a suspicious sender and the amount exceeded \$40,000, the bank
13 would block the transaction and investigate the sender and the
14 receiver. KARIMI advised ZANGAKANI to keep the amount below the
15 \$40,000 threshold and to use a reliable sender.

16 b. KARIMI also provided ZANGAKANI with instructions on
17 how to describe the senders and beneficiaries in fund transfers. If
18 the person sending the money did so on behalf of a currency exchange
19 entity, KARIMI recommended that ZANGAKANI describe the person as the
20 "father" of the account holder. Moreover, KARIMI advised ZANGAKANI
21 to state that the funds were transferred from any country other than
22 Iran because sanctions would create problems if the transfers
23 declared that the funds were provided from Iran.

24
25
26
27 ⁶ In 2014, ZANGAKANI and SHAYEGH also exchanged an email about a
28 U.S. dollar transfer into the Central District of California. On
March 10, 2014, ZANGAKANI emailed SHAYEGH a Western Union receipt for
a \$5,000 transfer from an individual in the U.A.E. to a person in Los
Angeles.

1 32. On December 12, 2012, ABTAHI sent ZANGAKANI an email
2 attaching an OFAC publication that provided an overview of OFAC
3 regulations involving sanctions against Iran. The document was
4 titled, "What You Need To Know About U.S. Economic Sanctions."

5 a. In the email, ABTAHI directed ZANGAKANI to the top of
6 page 4 of the attachment, which displayed a list of several Iranian
7 companies determined to be the Government of Iran, as defined in 31
8 C.F.R. § 560.304.

9 b. The list of companies included NPC INTERNATIONAL
10 LIMITED ("NPC") and the PETROCHEMICAL COMMERCIAL COMPANY ("PCC"),
11 including its affiliates; NPC and PCC are both energy companies based
12 in Iran. Additionally, the top of page 4 included a paragraph
13 detailing 31 C.F.R. Part 535, the Iranian Assets Control Regulations.

14 33. ZANGAKANI forwarded ABTAHI's December 12, 2012 email to
15 AMIN who, as noted above, is an employee of the Iranian petrochemical
16 company SPEC.⁷

17 34. On June 4, 2013, ABTAHI emailed ZANGAKANI a U.S. Department
18 of the Treasury website link and stated in Farsi, "look at this
19 chart. It's new." The link provided a U.S. Treasury PDF document
20 titled, "The Execution of Imam Khomeini's Order ("EIKO"),
21 International Financial Network," which was described as a major
22 network of front companies controlled by Iranian government
23 leadership and tasked with evading U.S. sanctions. According to the
24 PDF, the stated purpose of the network is to generate and control
25 massive, off-the-books investments, shielded from the view of the
26 Iranian people and international regulators.

27
28 ⁷ SPEC is a "subsidiary" of Iran's PCC, and ROSCO INVESTMENT performs financial services on behalf of SPEC.

1 35. On July 19, 2016, ABTAHI sent ZANGAKANI an email with an
2 attachment and stated, "Please see after page 35. This became
3 effective after June 16, 2010." The attachment was OFAC's Specially
4 Designated Nationals and Blocked Persons List ("SDN") list. Page 35
5 of the document was the start of Iranian companies added to the OFAC
6 SDN list on June 16, 2010. The heading for the list was highlighted
7 in yellow. Beginning on page 37, multiple Iran-based companies were
8 highlighted, including the NATIONAL IRANIAN OIL COMPANY ("NIOC") and
9 PCC.

10 36. On July 19, 2016, ZANGAKANI forwarded a U.S. Department of
11 Treasury link for OFAC enforcement regarding NPC and PCC to AMIN at
12 SPEC.

13 **G. Defendants Transferred Millions of U.S. Dollars to Malaysia**
14 **on Behalf of Iranian Oil Companies**

15 37. Between April and August of 2012, ZANGAKANI and AMIN used
16 ROSCO TRADING to send eleven wire transfers totaling approximately
17 \$20 million to International Oil Design and Construction ("IODC") in
18 Malaysia.⁸ The correspondent bank that processed the U.S. dollar
19 transaction was Standard Chartered Bank in New York.

20 38. These U.S. dollar transfers were executed on behalf of two
21 Iranian oil companies: SPEC, where AMIN served as the credit
22 manager, and Oil Industries Engineering & Constructions ("OIEC"),
23 which is based in Tehran, Iran.

24 a. On April 23, 2012, AMIN emailed ZANGAKANI about
25 "payment splits for IODC." AMIN stated, "Pls find attached the
26 invoice for transfer of USD 2 mln." The email included an attachment
27

28 ⁸ Online news publications describe IODC as a unit of the Oil Design and Construction Company group of Iran.

1 for an IODC invoice of \$2,000,000. The listed customer/payee was
2 ROSCO TRADING LLC.

3 b. AMIN's email to ZANGAKANI included a forwarded
4 discussion between AMIN and the IODC Managing Director about how best
5 to send funds to IODC:

6 i. In the forwarded message, AMIN told IODC's
7 managing director that "[we've] received orders to transfer some
8 funds to yr good company, we would like to know how to split the
9 amount (max. payable for each payment) in order to not create any
10 possible problems for you."

11 ii. IODC's managing director responded, "[w]e can
12 receive any amount only if it is justified by an invoice. Please be
13 kind enough to send us the exact amount and the name of the
14 transferring company so that we then issue invoices to that company.
15 I suggest to send the funds in different amounts between 2 million
16 and 10 million."

17 iii. On April 24, 2012, ROSCO TRADING LLC sent
18 \$2,000,000 to IODC via wire transfer.⁹

19 c. On November 1, 2012, ZANGAKANI received an email
20 attaching a spreadsheet with a tab titled, "Rosco Investment
21 International LLC, Statement of Account." The spreadsheet described
22 multiple apparent wire transfers, including a wire sent on April 24,
23 2012, to "IDOC [sic] SDN BHD."¹⁰ According to the spreadsheet, the
24

25 ⁹ On information and belief, all U.S. dollar-denominated
26 transfers described herein occurred from within the United States to
27 places outside the United States, or through the use of U.S. dollar-
denominated correspondent banking accounts.

28 ¹⁰ "Berhad" is a suffix used in Malaysia to identify a public
limited company. The suffix "Sendirian Berhad (SDN BHD)" identifies
a private limited company.

1 original April 24, 2012 wire transfer amount was listed as 7,397,600
2 U.A.E. Dirhams ("AED"), which equated to \$2 million United States
3 Dollars ("USD"). The transfer included a .90% transfer fee.

4 d. Between April 24, 2012 and August 2, 2012, IODC
5 received a total of 11 wire transfers from ROSCO TRADING LLC which
6 aggregated to \$20,089,750.

7 e. In addition, ROSCO TRADING sent \$6,000,000 to IODC on
8 behalf of two Iranian oil companies: SPEC and OIEC.

9 i. In particular, on October 11, 2012, AMIN sent an
10 email to ZANGAKANI titled "Fw: Service Invoice - SPEC." AMIN stated,
11 "Pls find attached the required invoices."

12 ii. The email attached four IODC commercial invoices
13 for "piping material" in the amount of \$6,000,000. The listed
14 "customer" was OIEC with an address in Tehran, Iran.

15 In another email forwarded to ZANGAKANI later that same day, AMIN
16 asked the managing director of IODC in Malaysia to issue the invoice
17 to a different entity instead of the "existing" company.

18 f. In his email, AMIN attached new signed invoices for
19 the \$6,000,000 purchase matching the prior invoices except for the
20 customer. The new invoices removed OIEC, its address in Tehran, and
21 deleted any mention of ROSCO TRADING LLC in the description block,
22 replacing the "customer" with a different entity, HAMILTON FAHO
23 TRADING ("HAMILTON FAHO"), purportedly located outside of Iran.

24 g. HAMILTON FAHO is located in the U.A.E. In July of
25 2012, a Mashreq Bank employee sent ZANGAKANI a letter describing
26 ZANGAKANI as HAMILTON FAHO's "authorized representative."

27 39. HAMILTON FAHO sent approximately \$10,000,000 USD between
28 October 11, 2012 and December 10, 2012 to IODC (including a total of

1 \$6,000,000 between December 5 and December 10, 2012). The
2 transactions were sent from HAMILTON FAHO's Emirates NBD account in
3 the U.A.E. to IODC's account in Malaysia. The correspondent U.S.
4 dollar transaction was processed by Standard Chartered Bank in New
5 York.

6 **H. The ROSCO ENTITIES Send Over \$300 Million from the U.A.E.
7 to Exchange Houses and MSBs in the West**

8 40. Between August 2011 and January 2014, defendants used ROSCO
9 TRADING to send at least 696 wire transfers totaling over \$208
10 million to different exchange houses and MSB services around the
11 world.

12 41. Of the \$208 million in wire transfers, \$59,930,712 was sent
13 between two of the ROSCO ENTITIES -- in particular, from ROSCO
14 TRADING in the U.A.E. to ROSCO INTL in Canada. Moreover, despite
15 descriptions of ROSCO TRADING on U.A.E.-based websites as
16 specializing in "engines" and "industrial plant equipment and spare
17 parts," ROSCO TRADING identified the purpose of almost all of the
18 wire transfers during this period as "invest[ing] in [the] financial
19 market."

20 42. Defendants, using the ROSCO ENTITIES, also sent millions of
21 dollars into the United States. Between November 2011 and April
22 2014, for example, ROSCO INTL sent 69 wire transfers totaling
23 \$1,664,062 to individuals, telecommunication companies, private
24 businesses, and an exchange house in the United States. Similarly,
25 between January 2012 and continuing through August 2013, ROSCO
26 TRADING wired \$4.3 million into the United States; ROSCO TRADING sent
27 funds to many of the same entities that received money from ROSCO
28 INTL, as well as EXCHANGE HOUSE 1, a money services business based in

1 Woodland Hills, and an escrow company based in Beverly Hills, within
2 the Central District of California.

3 43. In order to circumvent U.S. sanctions, Iranian-based
4 government agencies, businesses, and individuals frequently transfer
5 funds surreptitiously from Iran to the U.A.E. before sending money to
6 third-party exchange houses and MSBs in countries such as Canada,
7 Australia, Great Britain, New Zealand, and the United States.

8 44. On information and belief, the ROSCO ENTITIES were shell
9 entities used solely for the purposes of facilitating IEEPA- and
10 ITSR-violative transactions. As described herein, the transfer of
11 substantial assets between two of the ROSCO ENTITIES, as well as the
12 ROSCO ENTITIES' surreptitious U.S. dollar transfers to other
13 countries on behalf of Iranian oil companies, is consistent with
14 patterns of Iranian sanctions avoidance and money laundering in
15 furtherance of the same.

16 **I. Defendants Used a Front Company to Secretly Buy Two Oil**
17 **Tankers on Behalf of Iran in 2012**

18 45. On March 14, 2013, the United States imposed sanctions on a
19 Greek businessman ("BUSINESSPERSON A"). According to the Treasury
20 publication, BUSINESSPERSON A repeatedly helped Iran evade U.S.
21 sanctions by laundering Iranian funds to purchase multiple oil
22 tankers and disguising the Iranian origin of oil transported on the
23 vessels.

24 46. Specifically, BUSINESSPERSON A served as president of
25 SHIPPING COMPANY 1 and used his shipping company, as well as several
26 front companies, to purchase oil tankers while disguising the fact
27 that the tankers were being purchased on behalf of the National
28 Iranian Tanker Company ("NITC"). BUSINESSPERSON A's front companies

1 obscured the fact that the vessels, which are capable of carrying
2 roughly \$200 million of oil per shipment, are the property of the
3 Iranian government. Another front company, SHIPPING COMPANY 2,
4 operated the vessels that BUSINESSPERSON A and SHIPPING COMPANY 1
5 purchased on behalf of NITC with the aim of loading them with Iranian
6 oil supplied by the National Iranian Oil Company ("NIOC").

7 47. Two of the oil tankers acquired by BUSINESSPERSON A on
8 behalf of NITC were the "OCEAN PERFORMER" and the "ZAP," both of
9 which were Liberian-flagged ships. The OCEAN PERFORMER's
10 International Maritime Organization ("IMO") number - a unique
11 identifier for ships, registered ship owners, and management
12 companies - was 9013749. The ZAP's IMO number was 9005235.¹¹

13 48. In 2012, certain of the Defendants, including HENAREH,
14 KHALIL, ZANGAKANI, and AMIN, used a front company to acquire these
15 exact same vessels (the OCEAN PERFORMER and the ZAP) from
16 BUSINESSPERSON A on behalf of SPEC in Iran.

17 49. Defendants KHALIL and HENAREH executed the acquisition of
18 the OCEAN PERFORMER and the ZAP using a Hong Kong-based front company
19 called TOTAL EXCELLENCE LIMITED ("TOTAL EXCELLENCE").¹²

20 50. ZANGAKANI and AMIN also used TOTAL EXCELLENCE and ROSCO
21 INVESTMENT to secretly facilitate the U.S. dollar transactions with
22 BUSINESSPERSON A on behalf of SPEC in Iran. For example:

24 ¹¹ According to the IMO, ship identification numbers were adopted
25 to enhance maritime safety, pollution prevention, and to facilitate
26 the prevention of maritime fraud. IMO numbers remain unchanged upon
27 transfer of a ship to other flags and are inserted into the ship's
certificates; in other words, the IMO number is never reassigned to
another ship and is shown on the ship's certificates.

28 ¹² According to an annual income return document prepared by a
Hong-Kong based CPA in 2014, HENAREH served as the "director" of
TOTAL EXCELLENCE LIMITED.

1 a. On August 13, 2012, BUSINESSPERSON A emailed ZANGAKANI
2 with information regarding a bank account in Athens, Greece capable
3 of accepting U.S. dollar wire transfers. ZANGAKANI then forwarded
4 this information to AMIN at SPEC. AMIN responded and stated, "We'll
5 correct our letter to you with USD A/C number."

6 b. On August 23, 2012, BUSINESSPERSON A emailed ZANGAKANI
7 and told him that BUSINESSPERSON A's Athens-based bank was cross-
8 checking the source of funds being wired into the account by TOTAL
9 EXCELLENCE LIMITED.

10 c. In response, ZANGAKANI wrote to BUSINESSPERSON A with
11 a description of TOTAL EXCELLENCE LIMITED's purported business
12 operations; in particular, ZANGAKANI claimed that TOTAL EXCELLENCE
13 LIMITED was a "global company in the construction machinery industry"
14 that supplied "heavy equipment brands." ZANGAKANI also claimed that
15 TOTAL EXCELLENCE LIMITED invested in construction and transportation
16 businesses, including a "shipping fund" to acquire an oil tanker.

17 d. Over the next several days, ZANGAKANI and
18 BUSINESSPERSON A exchanged emails regarding invoices that ZANGAKANI
19 needed to provide to his "bank of china" for the U.S. dollar wire
20 transfers for the two oil tankers.

21 e. On August 28, 2012, BUSINESSPERSON A emailed ZANGAKANI
22 two invoices (on SHIPPING COMPANY 1 letterhead) for the purchase of
23 the following two oil tankers: (1) the YIOMARAL, with IMO Number
24 9005235 (the number assigned to the ZAP) and a total purchase price
25 of \$26,150,000; and the OLYMPIC LOYALTY, with IMO Number 9013749 (the
26 number assigned to the OCEAN PERFORMER) and a total purchase price of
27 \$25,500,000. Plaintiff alleges on information and belief that the
28 names of the ZAP and the OCEAN PERFORMER were changed (to YIOMARAL

1 and OLYMPIC LOYALTY, respectively) in an attempt to disguise the
2 transfer. According to the invoices, TOTAL EXCELLENCE would wire an
3 initial payment of \$942,200 USD as part of the acquisition of the
4 OLYMPIC LOYALTY, and an initial payment of \$1,212,800 USD as part of
5 the acquisition of the YIOMARAL.

6 f. On September 7, 2012, ZANGAKANI received an email with
7 a spreadsheet regarding ROSCO INVESTMENT's "statement of account" for
8 SPEC (among other transactions). The spreadsheet included an August
9 13, 2012 line item indicating that the SPEC account was debited
10 "2,155,000.00," the exact combined total U.S. dollar value of the
11 initial payments wired to BUSINESSPERSON A for the two oil tankers
12 above.

13 **J. Defendants Create New Front Companies in the U.A.E. on**
14 **Behalf of Iran**

15 51. The defendants, including ZANGAKANI and SABRI, among
16 others, discussed the creation of two additional front companies in
17 the U.A.E. - COMPRESSOR TECH and EXPROM - to conduct additional U.S.
18 dollar transactions on behalf of Iran.

19 52. Despite being purportedly located in the U.A.E., COMPRESSOR
20 TECH and EXPROM operated in conjunction with the ROSCO ENTITIES and
21 were in fact designed to be used as front companies to disguise
22 transactions on behalf of Iran. For example:

23 a. On June 8, 2014, SABRI, a COMPRESSOR TECH employee
24 emailed ZANGAKANI and asked him to "[r]efer to [the] confirmation of
25 [the] managing director," and to "note" that "we're going to add
26 Rosco's address, tell numbers and fax numbers as below in Compressor
27 tech's letterhead & our electronic signature pls confirm." SABRI
28 also asked ZANGAKANI to "provide 2 sim cards for us (not credit sim

1 cards) with roaming in Iran for unlimited duration as soon as
2 possible; we need sim cards that Etisalat issues bill monthly.”¹³

3 b. Within the email, SABRI indicated that the new address
4 for COMPRESSOR TECH would be the same address used by ROSCO TRADING
5 and ROSCO INVESTMENT in the U.A.E.

6 c. On June 10, 2014, SABRI emailed ZANGAKANI again and
7 stated, “Further to our conversation as I explained inserting Rosco’s
8 address in our letter head is ok and doesn’t make problem for no one,
9 even current address on our letter head is related to another co.”

10 d. Two weeks later, on June 24, 2014, SABRI emailed
11 ZANGAKANI again and asked him to “note we announced relocation of
12 Compressor tech trading as following email to all business partners.”
13 SABRI asked ZANGAKANI to please “give necessary notice to your
14 operator” when “our partners” call a specific telephone number and
15 “ask[] to talk with someone is compressor tech trading [sic].”

16 e. SABRI also warned ZANGAKANI not to “release [that]
17 we’re not there and we locate in Iran,” because “all of suppliers
18 supply sanctioned goods and they don’t know anything about Iran at
19 all.”

20 f. SABRI instructed ZANGAKANI to advise the “operator
21 [to] take the messages and then give our cell numbers to them, also
22 from now on our suppliers will send original docs to this mailing
23 address pls introduce someone at your office who’ll be in contact
24 with us for these sorts of jobs then I’ll explain him/her what to do
25 when receive the docs.” SABRI provided the same address used by the
26
27

28 ¹³ Etisalat is an Emirates Telecommunication Group Company which
operates in 15 countries across Asia, the Middle East, and Africa.

1 ROSCO ENTITIES in the U.A.E. and that was listed by EXPROM in
2 invoices seized pursuant to the Federal Search Warrants.¹⁴

3 g. Also on June 24, 2014, ZANGAKANI received an email
4 from an employee of SPEC, the Iranian oil company, telling ZANGAKANI
5 that the name of the "new company" was "Exprom trading FZE." After
6 ZANGAKANI asked for information regarding the activity of EXPROM, the
7 SPEC employee responded, "General trading, same as compressor tec."

8 **K. Defendants Secretly Sell \$1,000,000 worth of Iranian Oil**
9 **Equipment to South Korea in a Transaction Processed by a**
10 **U.S. Bank**

11 53. Starting in 2015, ZANGAKANI, SABRI, and ABTAHI began
12 discussing a plan to sell air fin coolers - which can be used in the
13 petrochemical industry to transfer heat from liquid or gas into
14 ambient air - to a South Korean company ("ENERGY COMPANY 1"), on
15 behalf of the Iranian company Babak Copper Co. ("BABAK COPPER")¹⁵ and
16 FATEH SANAT, the same Iranian petrochemical company mentioned above.
17 The transaction was conducted in U.S. dollars and processed by JP
18 Morgan Chase bank in New York.

19 54. After a series of email exchanges among SABRI, ZANGAKANI,
20 EMPLOYEE N, ABTAHI, and ENERGY COMPANY 1 employees regarding which
21 company would be used for the sale, the deal ultimately culminated in
22 March of 2017 when ENERGY COMPANY 1 wired \$1,000,000 to a front
23 company selected by the conspirators. According to invoices, emails,

24 ¹⁴ On June 21, 2016, EXPROM sent one wire transfer of
25 approximately \$8,892 to a U.S.-based business in La Porte, Texas that
26 specialized in turbine repairs and sales. The items were billed and
27 shipped to COMPRESSOR TECH at a known ROSCO address that SABRI
28 indicated COMPRESSOR TECH would use. The transaction was processed
through Bank of New York Mellon to Trustmark Bank.

¹⁵ According to a website for the Middle East & Mineral Industry
Development Holding Company, BABAK COPPER specializes in a wide range
of activities to include mineral processing and import and export of
goods and equipment, among other activities.

1 and wire transfer records, the \$1,000,000 was used to purchase air
2 fin coolers from Iran-based BABAK COPPER and FATEH SANAT:

3 a. In January of 2015, SABRI and ZANGAKANI began
4 discussing via email how to receive a \$1,000,000 payment from ENERGY
5 COMPANY 1 (in connection with a project for BABAK COPPER, as
6 discussed further below), and they exchanged a variety of draft
7 "invoices" regarding the payment. The invoices were changed several
8 times because, according to the emails, various companies that were
9 selected to receive the payment were being phased out of "existence."

10 b. In May 2016, for example, after initially selecting a
11 company that was supposed to receive the million-dollar payment from
12 ENERGY COMPANY 1, SABRI asked ZANGAKANI to create a new invoice for
13 the same payment under a different company's letterhead.

14 c. ZANGAKANI responded by providing SABRI with an invoice
15 listing ENERGY COMPANY 1 as the "buyer" and a U.A.E. company - Prime
16 Elite FZE ("PRIME ELITE") - as the beneficiary. But the invoice
17 provided by ZANGAKANI omitted key details about the transaction, such
18 as the dollar amount, the date, and the seller. The following day,
19 SABRI responded to ZANGAKANI via email by filling in missing details
20 on the invoice to indicate that ENERGY COMPANY 1 would pay PRIME
21 ELITE a total of \$1,000,000 USD.

22 d. Despite selecting U.A.E.-based PRIME ELITE as the
23 company that would receive the ENERGY COMPANY 1 payment, emails show
24 that the true sellers of the equipment (and beneficiaries of the
25 transaction) were two companies based in Iran: FATEH SANAT and BABAK
26 COPPER.

27 i. For example, in October 2016, an ENERGY COMPANY 1
28 representative emailed SABRI about "bank information for 'Fateh

1 Sanat,' CCWS maker of BABAK COPPER project." The ENERGY COMPANY 1
2 representative told SABRI that the bank information was incorrect and
3 had been rejected, and asked SABRI to check the bank information for
4 PRIME ELITE again.

5 ii. In response, SABRI wrote that COMPRESSOR TECH had
6 a current outstanding balance of \$2,230,000 with ENERGY COMPANY 1.
7 SABRI asked that COMPRESSOR TECH's outstanding balance be reduced by
8 \$1,000,000 to cover the payment owed by ENERGY COMPANY 1.

9 iii. As an alternative, SABRI wrote that "[w]e have
10 another account in Hong Kong in USD currency, which you can transfer
11 the amount in USD currency," but "under the condition that [you] do
12 not mention any name of Iran or compressor tech trading; otherwise
13 both party will face problem [sic] and we cannot receive the amount."

14 e. SABRI's efforts to deduct the million-dollar payment
15 for FATEH SANAT and BABAK COPPER from COMPRESSOR TECH's account
16 balance were apparently unsuccessful, as the conspirators continued
17 to attempt to find yet another company that could receive the U.S.-
18 dollar denominated funds from ENERGY COMPANY 1:

19 i. On December 10, 2016, SABRI sent EMPLOYEE K,
20 CHUPRA, ZANGAKANI, and EMPLOYEE N an email titled "RE: GLOBAL USD ---
21 CCWS --- Babak Copper Project" attaching a vendor information
22 account form for ENERGY COMPANY 1 and an invoice regarding the sale
23 of air fin coolers to ENERGY COMPANY 1 for \$1,000,000, dated December
24 7, 2016. The listed seller was Global Elite Industrial Plant
25 Equipment and Spare Parts Trading LLC ("GLOBAL INDUSTRIAL").¹⁶

26
27 ¹⁶ GLOBAL INDUSTRIAL is purportedly a U.A.E. business that
28 specializes in construction equipment and machinery, but its website
is nearly an exact replica of the website for a Hong Kong company
(footnote cont'd on next page)

1 ii. The forwarded discussion indicated that CHUPRA
2 previously provided SABRI with a U.S. dollar account number and that
3 CHUPRA had warned SABRI not to mention Iran when depositing the
4 funds. CHUPRA also asked SABRI to double check the account number
5 for each transaction to make sure the account would not be blocked.

6 iii. Shortly thereafter, SABRI asked ZANGAKANI and a
7 COMPRESSOR TECH employee to update the Excel file (vendor account
8 form) because the account number in the invoice did not match the
9 account number in the Excel file.

10 f. Eventually, after the conspirators exchanged a series
11 of emails indicating that PRIME ELITE might assign its interest in
12 the million-dollar payment to GLOBAL INDUSTRIAL, SABRI emailed
13 EMPLOYEE N on February 14, 2017 with an "invoice draft with the total
14 amount of USD 1,000,000" and asked EMPLOYEE N for "related bank
15 account details in USD currency from Prime Elite FZE as soon as
16 possible." SABRI asked that the invoice be prepared on PRIME ELITE
17 letterhead with a signature and stamp. EMPLOYEE N replied, "I[']m
18 preparing, I will send now."

19 g. On March 9, 2017, ENERGY COMPANY 1 sent \$1,000,000 USD
20 to "PRIME ELITE FZE FATEH SANAT" at the National Bank of Fujairah in
21 the U.A.E. The transaction was processed through a U.S.
22 correspondent account held at JP Morgan Chase Bank N.A. in New York.

23 **L. The Conspirators Used U.S. Dollars to Buy Heavy Machinery**
24 **from ENERGY COMPANY 1 on Behalf of Iran**

25 55. SABRI, ZANGAKANI, EMPLOYEE N, and CHUPRA agreed to send
26 millions of dollars to ENERGY COMPANY 1, in part to acquire four
27

28

founded by ZANGAKANI called Globalelite Trading a/k/a Global Elite
Inc ("GLOBAL ELITE").

1 integrally geared compressors - which can be used in the petroleum,
2 chemical, and gas industries - on behalf of Iran-based BABAK COPPER.

3 56. On May 9, 2016, ZANGAKANI received two emails from a
4 representative of COMPRESSOR TECH. The emails requested the payments
5 of \$750,000 and \$62,743.20 to ENERGY COMPANY 1.

6 57. On May 11 and May 12, 2016, EXPROM sent \$62,743.20 and
7 \$750,000 to ENERGY COMPANY 1.¹⁷ The emails included attachments of
8 documents on COMPRESSOR TECH letterhead which authorized the
9 payments. The transactions were conducted through Bank of America as
10 the intermediary bank.

11 58. On November 26, 2016, SABRI informed an ENERGY COMPANY 1
12 representative that a payment of \$1,230,000 had been made to ENERGY
13 COMPANY 1. In the communication, SABRI reiterated and underlined the
14 following: "do not mention Iran name at all" (underline in original).
15 On December 5, 2016, SABRI also informed EMPLOYEE K and CHUPRA of
16 COMPRESSOR TECH's finance department that the payment to ENERGY
17 COMPANY 1 needed to be in U.S. dollars.

18 59. Also on December 5, SABRI asked ZANGAKANI to provide an
19 invoice in the amount of \$1,000,000 USD with a matching letterhead,
20 as well as an account for the U.S.-dollar transaction. CHUPRA
21 forwarded the email, which included SABRI's underlined instruction to
22 not mention Iran, to EMPLOYEE N and requested that EMPLOYEE N
23 complete the "attached form" requested by finance. The attached form
24 was ENERGY COMPANY 1's vendor account information form. The
25 following day EMPLOYEE N sent CHUPRA the vendor request form with
26 PRIME ELITE FZE's account information included.

27
28 ¹⁷ In May 2016, EXPROM sent approximately \$2.4 million USD to
ENERGY COMPANY 1.

1 60. On December 12, 2016, EMPLOYEE N emailed CHUPRA and stated,
2 "we got a message today [from] the [correspondent] bank that 570,000
3 USD is on hold and there are some inquiries from the bank they also
4 need an invoice for the related payment."

5 61. CHUPRA responded and provided an attachment. The
6 attachment was a commercial invoice on ENERGY COMPANY 1 letterhead.
7 The invoice indicated COMPRESSOR TECH had initially purchased four
8 two-stage integrally geared compressors from ENERGY COMPANY 1 on
9 December 30, 2014 for \$1,465,000 USD for a project titled "BABAK
10 COPPER." According to the invoice, the third payment¹⁸ of \$570,000
11 USD, 39% of the contract, was due.

12 **M. ZANGAKANI Used EXPROM to Wire Funds into the Central**
13 **District of California on Behalf of Iran**

14 62. Defendants wired thousands of U.S. dollars into the Central
15 District of California on behalf of Iran. For example:

16 a. In an email dated January 11, 2016, an employee of
17 IRAN HOLDING COMPANY 1 emailed ZANGAKANI to ask him to transfer
18 \$66,766 to a Santa Monica, California-based company. The purpose of
19 the transfer was for "Purchasing Electronic Equipment."

20 b. On January 14, 2016, EXPROM sent \$66,756 to the Santa
21 Monica-based company with an account held at Wells Fargo Bank. The
22 reference information on the wire transfer details stated, "import of
23 electronic equipment."
24
25
26

27 ¹⁸ The contract specified the following payment terms: 1st
28 Payment - \$146,500 (10%), 2nd Payment - \$660,000 (45%), 3rd Payment -
\$570,000 (39%), 4th Payment - \$88,500 (6%)

1 **N. The Defendants Execute \$5,782,396 in U.S. Dollar**
2 **Transactions through another Front Company**

3 63. On February 20, 2016, ZANGAKANI sent himself an email
4 titled "company list." The email included an attachment which
5 appeared to be a "LIST OF ALL COMPANIES." The spreadsheet listed
6 multiple company names and included line item costs associated with
7 companies. The line items were local partner, legal, rent, and owner.
8 The second sheet of the document included a list of companies with a
9 ROSCO employee listed next to the names of the companies.

10 64. Included on the list was CASTLE HILL INTERNATIONAL TRADING
11 LLC ("CASTLE HILL").

12 65. On October 25, 2011, AMIN emailed ZANGAKANI and requested
13 "transfer equivalent of AED 90 min [sic]." AMIN provided a document
14 in Farsi on letterhead for "P.I.T. Corporation PITCO" and stamped by
15 SPEC. The document requested the transfer of 90,000,000 AED Dirhams
16 to IODC at CIMB Bank, account number 14081282572528.

17 66. The following transactions were sent from CASTLE HILL at
18 its account at Emirates NBD Bank to IODC purportedly for the purpose,
19 "BUY ENGINEERING SERVICES":

- 20 a. October 31, 2011 - \$782,500 USD
21 b. November 2, 2011 - \$2,150,000 USD
22 c. November 3, 2011 - \$1,525,000 USD
23 d. November 8, 2011 - \$1,324,896 USD

24 67. On January 17, 2012, ZANGAKANI received an email from a
25 representative of Emirates NBD Bank which indicated an attempted
26 payment on December 12, 2011, for \$285,100 was considered "null and
27 void" by Deutsche Bank, New York, due to "IRAN PROGRAM."
28

MONEY LAUNDERING VIOLATIONS

1
2 68. 18 U.S.C. § 1956(h) criminalizes conspiring to violate the
3 provisions of 18 U.S.C. § 1956.

4 69. 18 U.S.C. § 1956(a)(1)(A-B) criminalizes conducting a
5 financial transaction involving the proceeds of specified unlawful
6 activity with the intent to promote the carrying on of specified
7 unlawful activity or to conceal or disguise the nature, the location,
8 the source, the ownership, or the control of the proceeds of
9 specified unlawful activity.

10 70. 18 U.S.C. § 1956(a)(2)(A) criminalizes transporting,
11 transmitting, and transferring, and attempting to transport,
12 transmit, and transfer a monetary instrument or funds to a place in
13 the United States from or through a place outside the United States,
14 or from a place in the United States to or through a place outside
15 the United States, with the intent to promote the carrying on of
16 specified unlawful activity.

17 71. Pursuant to 18 U.S.C. § 1956(c)(7), the term "specified
18 unlawful activity," includes violations of 18 U.S.C. § 1343 (relating
19 to wire fraud) and 18 U.S.C. § 1344 (relating to bank fraud).

20 72. As noted above, section 560.203 of the ITR states that
21 "any transaction on or after the effective date [meaning 1979] that
22 evades or avoids, has the purpose of evading or avoiding, causes a
23 violation of, or attempts to violate any of the prohibitions set
24 forth in [the ITR] is prohibited," and that "[a]ny conspiracy formed
25 to violate any of the prohibitions set forth in this part is
26 prohibited."

1 a. This constitutes wire fraud, as the false transactions
2 occur via wire, and are done in part to defraud the U.S. Treasury
3 department, which has forbidden such transactions.

4 b. This also constitutes wire fraud and bank fraud, as
5 the false transactions occur via wire, and are done in part to
6 defraud U.S. financial institutions, which are barred from conducting
7 such transactions, and could face civil and criminal penalties for
8 not detecting these transactions.

9 c. But for such schemes to defraud U.S. correspondent
10 banks, Iranian financial institutions would not be able to engage in
11 U.S. dollar transactions.

12 73. Pursuant to 18 U.S.C. § 1956(c)(7), the term "specified
13 unlawful activity," includes violations of IEEPA (including
14 violations of any license, order, regulation, or prohibition issued
15 under IEEPA) and the ITSR.

16 74. Pursuant to 18 U.S.C. § 1956(b), whoever conducts or
17 attempts to conduct a transaction described in §§ 1956 (a)(1) or
18 (a)(3), or a transportation, transmission, or transfer described in §
19 1956(a)(2), is liable to the United States for a civil penalty of not
20 more than the greater of the value of the property, funds, or
21 monetary instruments involved in the transaction or \$10,000.

22 //

23 //

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1 **COUNT ONE - MONEY LAUNDERING MONETARY PENALTIES**

2 (Against All Defendants; 18 U.S.C. § 1956(b))

3 75. The United States incorporates by reference the allegations
4 set forth in Paragraphs 1 to 74 above as if fully set forth herein.

5 76. Defendants transmitted and transferred at least
6 \$157,333,367 through the ROSCO ENTITIES and other companies described
7 above which promoted IEEPA-violative transactions.

8 77. Defendants transmitted and transferred at least
9 \$157,333,367 involving prohibited correspondent banking transactions,
10 which promoted and concealed violations of 18 U.S.C. § 1343 (relating
11 to wire fraud), and 18 U.S.C. § 1344 (relating to bank fraud).

12 78. Defendants acted individually and together to transmit and
13 transfer funds to a place inside the United States from or through a
14 place outside the United States, and to a place outside the United
15 States from or through a place inside the United States, with the
16 intent to promote the carrying on of violations of IEEPA, 18 U.S.C.
17 § 1343 (relating to wire fraud), and 18 U.S.C. § 1344 (relating to
18 bank fraud), in violation of 18 U.S.C. § 1956(a)(2)(A)).

19 79. Defendants acted individually and together to transmit and
20 transfer funds involving the proceeds of violations of IEEPA, 18
21 U.S.C. § 1343 (relating to wire fraud), and 18 U.S.C. § 1344
22 (relating to bank fraud), in violation of 18 U.S.C. § 1956(a)(2)(A))
23 with the intent to promote the carrying on of the same, and to
24 conceal or disguise the nature, the location, the source, the
25 ownership, or the control of the proceeds of violations of IEEPA, 18
26 U.S.C. § 1343 (relating to wire fraud), and 18 U.S.C. § 1344
27 (relating to bank fraud), in violation of 18 U.S.C. § 1956(a)(2)(A)).
28

1 80. Defendants and others, known and unknown, conspired
2 together to commit violations of 18 U.S.C. §§ 1956(a)(2)(A), in
3 violation of 18 U.S.C. § 1956(h).

4 81. Accordingly, the Court should impose monetary penalties
5 against the Defendants for the value of the funds and monetary
6 instruments involved in the transactions, in an amount to be
7 determined at trial.

8 **CONCLUSION**

9 WHEREFORE, plaintiff United States of America prays that a
10 monetary penalty be entered against the Defendants in favor of the
11 United States, on a joint and several basis, in the amount of the
12 funds and monetary instruments involved in the transactions described
13 above to be determined at trial; and for such other and further
14 relief as this Court may deem just and proper, together with the
15 costs and disbursements of this action.

16
17 Dated: March 19, 2021

TRACY L. WILKISON
Acting United States Attorney
CHRISTOPHER D. GRIGG
Assistant United States Attorney
Chief, National Security Division
STEVEN R. WELK
Assistant United States Attorney
Chief, Asset Forfeiture Section
WILLIAM M. ROLLINS
Assistant United States Attorney
Terrorism and Export Crimes Section

23 /s/ Dan G. Boyle

DAN G. BOYLE
Assistant United States Attorney

25 Attorneys for Plaintiff
26 UNITED STATES OF AMERICA
27
28