



# U.S. Department of JUSTICE

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

UNITED STATES OF AMERICA

v.

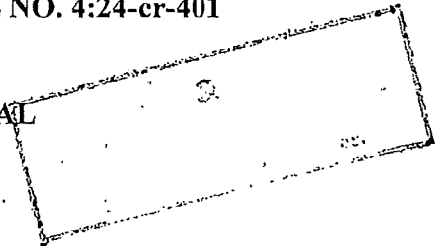
MANI ERFAN,  
a.k.a. MANI ERFANFAR

Defendant.

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CRIMINAL NO. 4:24-cr-401

UNDER SEAL



PLEA AGREEMENT

The United States of America, by and through Alamdar S. Hamdani, United States Attorney for the Southern District of Texas, S. Mark McIntyre, Assistant United States Attorney, National Security Division, Counterintelligence and Export Control Section Trial Attorneys Adam Barry and Yifei Zheng, the defendant, Mani Erfan, a/k/a Mani Erfanfar (“Defendant”), and Defendant’s counsel, pursuant to Rule 11(c)(1)(A) of the Federal Rules of Criminal Procedure, state that they have entered into an agreement, the terms and conditions of which are as follows:

**Defendant’s Agreement**

1. Defendant agrees to plead guilty to Counts 1 and 2 of the Information. Count 1 charges Defendant with conspiring to violate the International Emergency Economic Powers Act (“IEEPA”), in violation of Title 50, United States Code, Section 1705. Count 2 charges Defendant with conspiring to commit concealment money laundering and international promotional money laundering in violation of Title 18, United States Code, Sections 1956(a)(1), (a)(2), and (h). Defendant, by entering this plea, agrees that he is waiving any right to have the facts that the law makes essential to the punishment either charged in the Information, or proved to a jury or proven beyond a reasonable doubt.

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### **Punishment Range**

2. The statutory maximum penalty for violating Title 50, United States Code, Section 1705, is imprisonment of not more than twenty years and a fine of not more than \$1,000,000. Additionally, Defendant may receive a term of supervised release after imprisonment of not more than three years. *See* Title 18, United States Code, Sections 3559(a)(3) and 3583(b)(2). The statutory maximum penalty for violating Title 18, United States Code, Sections 1956(a)(1), 1956(a)(2), and (h), is imprisonment of not more than twenty years and a fine of \$500,000 or twice the value of the property involved in the transaction, whichever is greater. Additionally, Defendant may receive a term of supervised release after imprisonment of not more than three years. *See* Title 18, United States Code, Sections 3559(a)(3) and 3583(b)(2). Defendant acknowledges and understands that if he should violate the conditions of any period of supervised release which may be imposed as part of his sentence, then Defendant may be imprisoned for not more than two years, without credit for time already served on the term of supervised release prior to such violation. *See* Title 18, United States Code, Sections 3559(a)(3) and 3583(e)(3). Defendant understands that the sentences on multiple counts may be imposed to run consecutively to one another or to any other sentence. Defendant understands that he cannot have the imposition or execution of the sentence suspended, nor is he eligible for parole.

### **Mandatory Special Assessment**

3. Pursuant to Title 18, United States Code, Section 3013(a)(2)(A), immediately after sentencing, Defendant will pay to the Clerk of the United States District Court a special assessment in the amount of one hundred dollars (\$100.00) per count of conviction. The payment will be by

cashier's check or money order, payable to the Clerk of the United States District Court, c/o District Clerk's Office, P.O. Box 61010, Houston, Texas 77208, Attention: Finance.

#### **Immigration Consequences**

4. Defendant recognizes that pleading guilty may have consequences with respect to his immigration status. Defendant understands that if he is a naturalized United States citizen, pleading guilty may result in immigration consequences, such as denaturalization and potential deportation or removal from the United States. Defendant's attorney has advised Defendant of the potential immigration consequences resulting from Defendant's plea of guilty, and Defendant affirms that he wants to plead guilty regardless of any immigration consequences that may result from the guilty plea and conviction.

#### **Cooperation**

5. The parties understand this agreement carries the potential for a motion for departure under Section 5K1.1 of the Sentencing Guidelines. Defendant understands and agrees that whether such a motion is filed will be determined solely by the United States through the United States Attorney for the Southern District of Texas. Should Defendant's cooperation, in the sole judgment and discretion of the United States, amount to "substantial assistance," the United States reserves the sole right to file a motion for departure pursuant to Section 5K1.1 of the United States Sentencing Guidelines. Defendant further agrees to persist in that plea through sentencing, fully cooperate with the United States, and not oppose the forfeiture of assets contemplated in paragraph 20 of this agreement. Defendant understands and agrees that the United States will request that sentencing be deferred until that cooperation is complete.

6. Defendant understands and agrees that “fully cooperate,” as that term is used herein, includes providing all information relating to any criminal activity known to Defendant, including but not limited to activity related to violations of U.S. export controls and sanctions. Defendant understands that such information includes both state and federal offenses arising therefrom. In that regard:

- (a) Defendant agrees that this plea agreement binds only the United States Attorney for the Southern District of Texas, the National Security Division’s Counterintelligence and Export Control Section, and Defendant; it does not bind any other United States Attorney or any other component of the Department of Justice;
- (b) Defendant agrees to testify truthfully as a witness before a grand jury or in any other judicial or administrative proceeding when called upon to do so by the United States. Defendant further agrees to waive his Fifth Amendment privilege against self-incrimination for the purpose of this agreement. Such waiver does not affect the protections set out in U.S.S.G. § 1B1.8 and the proffer agreement in this case;
- (c) Defendant agrees to voluntarily attend any interviews and conferences as the United States may request;
- (d) Defendant agrees to provide truthful, complete, and accurate information and testimony and understands any false statements made by the defendant to the Grand Jury or at any court proceeding (criminal or civil), or to a government agent or attorney, can and will be prosecuted under the appropriate perjury, false statement, or obstruction statutes;
- (e) Defendant agrees to provide to the United States all documents in his possession or under his control relating to all areas of inquiry and investigation; and
- (f) Should the recommended departure, if any, not meet Defendant’s expectations, Defendant understands that he remains bound by the terms of this agreement and cannot, for that reason alone, withdraw his plea.

**Waiver of Appeal, Collateral Review, and Statute of Limitations**

7. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to appeal the conviction and

sentence imposed. Defendant is also aware that Title 28, United States Code, Section 2255, affords the right to contest or “collaterally attack” a conviction or sentence after the judgment of conviction and sentence has become final. Defendant knowingly and voluntarily waives the right to appeal or “collaterally attack” the conviction and sentence, except that Defendant does not waive the right to raise a claim of ineffective assistance of counsel on direct appeal, if otherwise permitted, or on collateral review in a motion under Title 28, United States Code, Section 2255. In the event Defendant files a notice of appeal following the imposition of the sentence or later collaterally attacks his conviction or sentence, the United States will assert its rights under this agreement and seek specific performance of these waivers.

8. Defendant also agrees that should the conviction following the defendant’s plea of guilty pursuant to this Agreement be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this agreement may be commenced or reinstated against the defendant, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed.

9. In agreeing to these waivers, Defendant is aware that a sentence has not yet been determined by the Court. Defendant is also aware that any estimate of the possible sentencing range under the sentencing guidelines that he may have received from his counsel, the United States or the Probation Office, is a prediction and not a promise, did not induce his guilty plea, and is not binding on the United States, the Probation Office or the Court. The United States does not

make any promise or representation concerning what sentence the defendant will receive. Defendant further understands and agrees that the United States Sentencing Guidelines are “effectively advisory” to the Court. *See United States v. Booker*, 543 U.S. 220 (2005). Accordingly, Defendant understands that, although the Court must consult the Sentencing Guidelines and must take them into account when sentencing Defendant, the Court is not bound to follow the Sentencing Guidelines nor sentence Defendant within the calculated guideline range.

10. Defendant understands and agrees that each and all waivers contained in the Agreement are made in exchange for the concessions made by the United States in this plea agreement.

#### **The United States’ Agreements**

11. If the Court determines that Defendant qualifies for an adjustment under U.S.S.G. § 3E1.1(a), and the offense level prior to operation of § 3E1.1(a) is 16 or greater, the United States will move under § 3E1.1(b) for an additional one-level reduction because Defendant timely notified authorities of his or her intent to plead guilty, thereby permitting the United States to avoid preparing for trial and permitting the United States and the Court to allocate their resources more efficiently.

12. The United States Attorney’s Office for the Southern District of Texas and the Counterintelligence and Export Control Section of National Security Division of the Department of Justice agree that they will not further criminally prosecute Defendant for the specific conduct described in the Information. This plea agreement binds only the United States Attorney’s Office for the Southern District of Texas, the Counterintelligence and Export Control Section of National Security Division of the Justice Department, and Defendant. It does not bind any other United

States Attorney's Office. The United States Attorney's Office for the Southern District of Texas and the Counterintelligence and Export Control Section of the National Security Division will bring this plea agreement and the full extent of Defendant's cooperation to the attention of other prosecuting offices, if requested.

### **United States' Non-Waiver of Appeal**

13. The United States reserves the right to carry out its responsibilities under guidelines sentencing. Specifically, the United States reserves the right:

- (a) to bring the facts of this case, including evidence in the files of the United States Attorney's Office for the Southern District of Texas or the files of any investigative agency, to the attention of the Probation Office in connection with that office's preparation of a presentence report;
- (b) to set forth or dispute sentencing factors or facts material to sentencing;
- (c) to seek resolution of such factors or facts in conference with Defendant's counsel and the Probation Office;
- (d) to file a pleading relating to these issues, in accordance with section 6A1.2 of the United States Sentencing Guidelines and Title 18, United States Code, Section 3553(a); and
- (e) to appeal the sentence imposed or the manner in which it was determined.

### **Sentence Determination**

14. Defendant is aware that the sentence will be imposed after consideration of the United States Sentencing Guidelines and Policy Statements, which are only advisory, as well as the provisions of Title 18, United States Code, Section 3553(a). Defendant nonetheless acknowledges and agrees that the Court has authority to impose any sentence up to and including the statutory maximum set for the offenses to which Defendant pleads guilty, and that the sentence to be imposed is within the sole discretion of the sentencing judge after the Court has consulted the applicable Sentencing Guidelines. Defendant understands and agrees that the parties' positions

regarding the application of the Sentencing Guidelines do not bind the Court and that the sentence imposed is within the discretion of the sentencing judge. If the Court should impose any sentence up to the maximum established by statute, or should the Court order any or all of the sentences imposed to run consecutively, Defendant cannot, for that reason alone, withdraw a guilty plea, and will remain bound to fulfill all of the obligations under this plea agreement.

### **Rights at Trial**

15. Defendant understands that by entering into this agreement, he surrenders certain rights as provided in this plea agreement. Defendant understands that the rights of a defendant include the following:

(a) If Defendant persisted in a plea of not guilty to the charges, Defendant would have the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if Defendant, the United States, and the court all agree.

(b) At a trial, the United States would be required to present witnesses and other evidence against Defendant. Defendant would have the opportunity to confront those witnesses and his attorney would be allowed to cross-examine them. In turn, Defendant could, but would not be required to, present witnesses and other evidence on his own behalf. If the witnesses for Defendant would not appear voluntarily, he could require their attendance through the subpoena power of the court; and

(c) At a trial, Defendant could rely on a privilege against self-incrimination and decline to testify, and no inference of guilt could be drawn from such refusal to testify. However, if Defendant desired to do so, he could testify on his own behalf.

### **Factual Basis for Guilty Plea**

16. Defendant is pleading guilty because he is in fact guilty of the charges contained in Counts 1 and 2 of the Information. Defendant admits and agrees that, if this case were to proceed to trial, the United States could prove each element of the offenses beyond a reasonable doubt, including the following facts, which among others would be offered to establish Defendant's guilt:

Between in or around May 2014 and continuing through August 2021, in the Southern District of Texas and elsewhere, Defendant Mani Erfan conspired and agreed with others to willfully violate U.S. sanctions and export controls by selling, sourcing, exporting, and reexporting catalyst products and services to prohibited customers in Iran, Venezuela, and Syria without having first obtained the required approvals from the U.S. government, in violation of U.S. export and sanctions laws and regulations.

The Defendant, as the co-founder and former chief executive officer (“CEO”) of Unicat Catalyst Technologies, Inc. (now known as Unicat Catalyst Technologies, LLC, but collectively referred to as “Unicat”), located within the Southern District of Texas, used Unicat to facilitate illegal exports and business transactions involving Iran, Syria, and sanctioned entities in Venezuela. During most of the relevant time period, Defendant owned 51% of Unicat’s equity, was a member of Unicat’s board of directors, and directed Unicat’s sales, technical assistance, and operations functions as well as personnel in those functions.

Beginning in around 2014, Defendant signed a multi-year sales agent agreement with the company Jomasa Consultancy, also known as Jamassar Company (collectively, “Jomasa”), that made Jomasa Unicat’s exclusive sales agent for the territory of Iran. At the time he signed the agreement with Jomasa, Defendant knew that Iran was subject to U.S. sanctions and that, as a U.S. citizen running a U.S. company, it violated U.S. law to sell Unicat products to Iran without U.S. government authorization. Defendant signed the exclusive sales agreement as the legal representative of Unicat. Defendant’s main contacts at Jomasa, Ms. Hellia Majd and Mr. Sourena Mahdavi, also knew that it was illegal to sell Unicat’s products to the Iranian market without U.S. government authorization. Despite this knowledge, Defendant signed the agreement with Jomasa and began submitting bids or responding to requests for proposals from end users in Iran. Defendant and his conspirators at Jomasa renewed their exclusive sales agent agreement multiple times between 2014 and 2020 and continued to illegally offer, sell, supply, export, and reexport Unicat products and services to Iran until 2021, when Unicat’s new owners discovered Defendant’s illegal activities, fired him, and reported his criminal conduct to the U.S. government as a voluntary self-disclosure. During this period, Defendant also illegally sold catalyst products to Iran through a second sales agent based in India named Asian Chemtech.

Between approximately 2014 and 2021, Defendant and his conspirators submitted dozens of proposals and bids to customers in Iran despite knowing that such proposals and bids violated U.S. sanctions. Between 2014 and 2021, Defendant and his conspirators completed at least nineteen (19) transactions with customers in Iran for a total sales amount of approximately \$1,917,609. The 19 transactions with Iran included the sale of Unicat catalyst products to end users in Iran and, on at least two occasions, the provision of on-site technical consulting services in Iran by Unicat agents. Defendant knew the customers were based in Iran and that many of them were petrochemical refineries, petrochemical companies, and steel plants owned by the government of Iran, including the Lavan Refinery, the Esfahan Steel Plant, the Bandar Abbas Refinery, the Morvarid Petrochemical Company, the Persian Gulf Star Refinery, Farkinian Engineering Solutions, and Arya Sasol Polymer Company. Some of the Iranian customers listed above have been designated by the U.S. Department of Treasury’s Office of Foreign Assets Control because

their activities are contrary to U.S. national security or foreign policy interests. The following table reflects the 19 transactions that he and his conspirators completed with customers in Iran between 2014 and 2021:

| <b>Transaction Date</b>      | <b>Description</b>                                                                        | <b>Approximate Sales Amount</b> |
|------------------------------|-------------------------------------------------------------------------------------------|---------------------------------|
| May 2014                     | Sale of chemical catalysts to end user in Iran                                            | \$137,360.00                    |
| April 2015                   | Sale of chemical catalysts to end user in Iran                                            | \$137,360.00                    |
| July 2015                    | Sale of chemical catalysts to end user in Iran                                            | \$66,230.00                     |
| September 2015               | Sale of chemical catalysts to end user in Iran                                            | \$263,987.72                    |
| December 2015                | Sale of chemical catalysts to end user in Iran                                            | \$84,360.00                     |
| June 2016                    | Sale of chemical catalysts to end user in Iran                                            | \$22,725.63                     |
| October 2016                 | Sale of chemical catalysts to end user in Iran                                            | \$40,745.40                     |
| March 2017                   | Sale of chemical catalysts to end user in Iran                                            | \$8,000.00                      |
| October 2017 to January 2018 | Sale of chemical catalysts and on-site technical consulting services to end users in Iran | \$508,107.50                    |
| July 2018                    | Sale of chemical catalysts to end user in Iran                                            | \$45,400.00                     |
| July 2018                    | Sale of chemical catalysts to end user in Iran                                            | \$14,825.00                     |
| September 2018               | Sale of chemical catalysts to end user in Iran                                            | \$123,008.00                    |
| September 2018 to July 2019  | Sale of chemical catalysts and on-site technical consulting services to end users in Iran | \$9,648.00                      |
| January 2019                 | Sale of chemical catalysts to end user in Iran                                            | \$37,825.47                     |
| January 2020                 | Sale of chemical catalysts to end user in Iran                                            | \$141,961.50                    |
| February 2020                | Sale of chemical catalysts to end user in Iran                                            | \$56,840.21                     |
| September 2020               | Sale of chemical catalysts to end user in Iran                                            | \$152,075.00                    |
| September 2020               | Sale of chemical catalysts to end user in Iran                                            | \$66,650.00                     |
| February 2021                | Sale of chemical catalysts to end user in Iran                                            | \$500.00                        |
| <b>Total</b>                 |                                                                                           | <b>\$1,917,609.43</b>           |

While CEO of Unicat, Defendant also submitted multiple proposals to sell Unicat products to other customers in countries subject to U.S. sanctions and export controls including Venezuela, Syria, and Cuba. Defendant, Mr. Rene Rivero, Mr. Joy Basu, and others submitted multiple proposals to sell Unicat products to petrochemical customers in Venezuela despite knowing that such transactions would violate U.S. export laws and sanctions. Defendant and his conspirators submitted proposals to customers in Venezuela including the Super Octanos petrochemical facility, Petroquimica de Venezuela (Pequiven), the Comsigua facility, Fertilizantes Nitrogenados de Oriente (FertiNitro), Venprecar, and Orinoco Iron, many of which were owned and controlled by the Government of Venezuela and subject to U.S. sanctions.

In May 2020, Defendant and his conspirators sold over 100 steel drums of Unicat petrochemical catalysts to Orinoco Iron in Venezuela for \$1,370,231.37, in violation of law. For his role in this transaction, Unicat's supplier in China provided Unicat with an approximately \$500,000 credit against receivables, \$250,000 of which was paid to the conspirators who brokered the transaction. As part of the concealment money laundering conspiracy, Defendant designed the transaction so that the proceeds of the IEEPA violation moved between Venezuela and China, concealing the nature, location, source, ownership, or control of the proceeds.

In March 2020, Defendant submitted a bid relating to an end user in Syria that was subject to U.S. sanctions. Defendant and the conspirator involved in the transaction knew that U.S. sanctions on Syria would have prohibited the transaction, which involved a petrochemical refinery located in Homs, Syria that processed Syrian oil. Defendant and his conspirator further submitted multiple bids for customers in Syria despite knowing that such bids violated U.S. sanctions.

Between 2014 and 2018, Defendant and his conspirators completed at least three transactions with end users in Cuba. Defendant sold catalysts to customers in Cuba despite knowing that such transactions violated U.S. law. These three transactions were collectively worth approximately \$37,211.30.

Defendant and his conspirators took numerous steps to conceal their illegal activities including causing the falsification of export documents submitted to the U.S. Government, using bank accounts located in third-party countries to facilitate the transactions, using coded language in electronic communications, deleting references to sanctioned countries or parties from Unicat's business records, creating false shipping labels and certificates of origin, transshipping through third-party countries, using trading and logistics companies as transshipment points in third-party countries, creating false business records, using non-Unicat email and electronic messaging accounts to discuss and facilitate the illegal transactions, falsely reassuring other Unicat employees that the transactions were legal, providing other Unicat employees with false customer names, and directing foreign business affiliates to facilitate the illegal transactions. Defendant took these steps knowingly and willfully and for the purpose of hiding his illegal conduct from the U.S. Government and others.

Defendant violated U.S. export controls and sanctions concerning Iran, Venezuela, Syria, and Cuba, knowing that his actions were illegal. During his multi-year conspiracy, Defendant

repeatedly instructed others, including subordinate employees at Unicat, to remove references to Iran or Iranian end users from Unicat's business records. In December 2018, Unicat's board of directors, including Defendant, Mr. James McKimmy, Mr. Larry Foley, and Ms. Tiffany McKimmy, held a board meeting to discuss Unicat's business transactions with Iran. After the meeting, Defendant continued to offer and sell Unicat products to Iran. Also, after the December 2018 board meeting, Defendant emailed his conspirators in Iran and instructed them that, "we have to be very clear no mention of any thing except Dubai UAE Plant, UAE destination, UAE client . . . no end user mention on any document but UAE." Defendant gave this instruction for the purpose of concealing his continued illegal transactions with Iran from others at Unicat. Further, in the summer of 2021, after Unicat's new owners learned of potential sanctions violations by Unicat, Defendant emailed his conspirators in Iran and instructed them to send all future business opportunities regarding Iran to Defendant's non-Unicat email account and to "not mention" Iran "at all" in any future correspondence with anyone at Unicat. Around this time, Defendant and his conspirators began using separate, non-Unicat email accounts to further discuss their illegal business activities with Iran.

Defendant, as the co-founder, CEO, and co-leader of Unicat, had primary responsibility for Unicat's sales activities and legal compliance. Defendant organized, directed, and controlled the illegal proposals and transactions with customers in Iran, Venezuela, Cuba, and Syria. Defendant directed others at Unicat, including subordinate employees in the sales, logistics, and accounting departments, to facilitate the illegal transactions by arranging shipping logistics, creating false business records, ordering catalysts from manufacturers in the People's Republic of China, and recording the transactions in Unicat's books and records. During the course of his illegal conduct, Defendant directed approximately half a dozen Unicat employees, partners, and agents to facilitate the illegal transactions. Specifically, during the course of his conspiracy, Defendant directed two or three logistics managers, sales agents and managers, and at least two technical advisors. On some occasions, Defendant hid the illegal nature of the transactions from his employees, but on other occasions his employees, co-owners, and other board members knew that the transactions were with customers in Iran or other sanctioned countries. Defendant also directed Unicat's agents, partners, and affiliates in Europe, the People's Republic of China, and the Caribbean to assist him in preparing, bidding on, and fulfilling the illegal transactions. Defendant was the leader of the illegal activity described in this Plea Agreement and, as Unicat's largest shareholder, he stood to benefit the most financially from the illegal transactions.

Defendant knew that it was wrong and illegal to conduct business with customers in Iran, Cuba, Syria, and Venezuela without U.S. government authorization, but chose to do so anyway as described herein and evidenced by his efforts to conceal his illegal activities.

From on or about May 2014 through in or about August 2021, in the Southern District of Texas and elsewhere, Defendant and the conspirators agreed to use, and did in fact use, (1) financial transactions to conceal and disguise the proceeds of their illegal activities; and (2) international bank wires to promote their illegal activity, specifically transacting business with sanctioned countries or entities in violation of U.S. law, including Title 50, United States Code, Section 1705 (International Emergency Economic Powers Act). Defendant and his conspirators

used multiple bank accounts, located in the U.S. and abroad; intermediary companies; and false internal Unicat bookkeeping records to conceal and disguise the source, location, and nature of some of the proceeds of his illegal transactions with sanctioned countries and end users. Defendant and his conspirators also transferred money between the United States and foreign countries, including the People's Republic of China, India, and the United Arab Emirates, to promote their illegal activity with Iran and the Government of Venezuela. Defendant knew that the purpose of the wires was to promote his illegal activities in violation of U.S. sanctions and export control laws.

The funds constituting the proceeds from Defendant's illegal transactions totaled \$3,325,052.10, and those funds were involved in the conspiracy to commit concealment money laundering and international promotional money laundering.

#### **Breach of Plea Agreement**

17. If Defendant should fail in any way to fulfill completely all of the obligations under this plea agreement, the United States will be released from its obligations under the plea agreement, and Defendant's plea and sentence will stand. If at any time Defendant retains, conceals, or disposes of assets in violation of this plea agreement, including required financial information, or if Defendant knowingly withholds evidence or is otherwise not completely truthful with the United States, then the United States may move the Court to set aside the guilty plea and reinstate prosecution. Any information and documents that have been disclosed by Defendant, whether prior to or subsequent to this plea agreement, and all leads derived therefrom, will be used against Defendant in any prosecution.

#### **Monetary Penalties, Assets, and Financial Disclosures**

18. Defendant understands and agrees that monetary penalties will be subject to immediate enforcement as provided in 18 U.S.C. § 3613 and that monetary penalties will be submitted to the Treasury Offset Program so that payments to Defendant may be applied to federal debts.

19. Defendant understands that restitution, forfeiture, and fines are separate components of sentencing and are separate obligations. Defendant agrees to take all steps necessary to pass clear title to forfeitable assets to the United States and to assist fully in the collection of restitution and fines. Subject to the provisions of paragraph 7 above, Defendant waives the right to challenge in any manner, including by direct appeal or in a collateral proceeding, any restitution order, any forfeiture orders, and any fines.

#### **Forfeiture**

20. As part of this plea agreement, Defendant agrees to the following:

(a) to forfeit, via either an administrative or judicial proceeding, all assets listed in the charging document (including any Supplemental Notice of Forfeiture), and to forfeit or abandon any assets seized during this investigation or a related investigation;

(b) to withdraw any claims and petitions for such listed or seized assets, whether in this proceeding or another proceeding, and to waive notice of administrative proceedings (including forfeiture, destruction, and abandonment for seized property);

(c) that Defendant laundered funds in the amount of at least \$1,600,000.00 and that at least \$1,600,000.00 is "property involved in" the money laundering conspiracy charged in Count Two of the Information, that the factual basis for the guilty plea supports the imposition of a money judgment in that amount, and that Defendant agrees to the imposition of a money judgment in the amount of \$1,600,000.00;

(d) that one or more of the conditions set forth in 21 U.S.C. § 853(p) exists, so that the forfeiture money judgment may be immediately satisfied via forfeiture of substitute property; and

(e) to the forfeiture money judgment becoming final as to Defendant immediately following entry of the forfeiture order. Defendant agrees to pay the money judgment in full no later than 30 calendar days before Defendant's sentencing.

#### **Financial Statement**

21. Defendant agrees to truthfully complete under penalty of perjury, within thirty days of the execution of this Plea Agreement, a financial statement on a form provided by the United

States Attorney's Office and to update the statement within seven days of any material change. Defendant also agrees to make full disclosure to the United States Probation Office of all current and anticipated assets in which Defendant has an interest both before sentencing and again before termination of supervised release or probation, with such disclosures to be shared with the United States Attorney's Office.

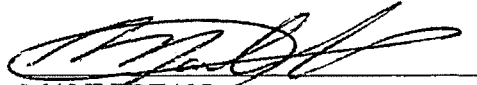
22. Defendant further agrees not to dispose or transfer any assets without the prior written permission of the United States and to authorize the release of all financial information requested by the United States, including, but not limited to, credit histories and tax returns. Defendant agrees to discuss and answer any questions by the United States relating to Defendant's financial disclosure, including in a deposition or informal debtor exam, whether before or after sentencing.

#### **Complete Agreement**

23. This written plea agreement, consisting of 18 pages, including the attached addendum of Defendant and his attorney, constitutes the complete plea agreement between the United States, Defendant, and Defendant's counsel. Other than any written proffer agreement(s) that may have been entered into between the United States and Defendant, this agreement supersedes any prior understandings, promises, agreements, or conditions between the United States and Defendant. No additional understandings, promises, agreements, or conditions have been entered into other than those set forth in this agreement, and none will be entered into unless in writing and signed by all parties. Defendant acknowledges that no threats have been made against him and that he is pleading guilty freely and voluntarily because he is guilty.

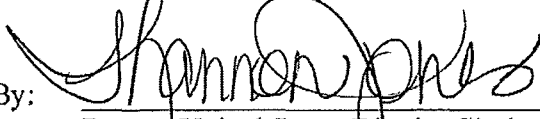
24. Any modification of this plea agreement must be in writing and signed by all parties.

Filed at HOUSTON, Texas, on AUGUST 19, 2024.

  
MANI ERFAN  
Defendant

Subscribed and sworn to before me on AUGUST 19, 2024.

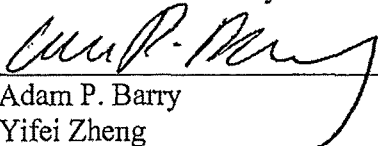
NATHAN KYLE OCHSNER  
UNITED STATES DISTRICT CLERK

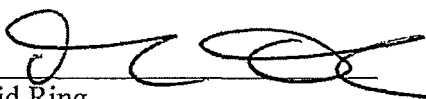
By:   
Deputy United States District Clerk

APPROVED:

Alamdar S. Hamdani  
United States Attorney

By:   
S. Mark McIntyre  
Assistant United States Attorney  
Southern District of Texas  
United States Attorney's Office

By:   
Adam P. Barry  
Yifei Zheng  
Trial Attorneys  
National Security Division  
U.S. Department of Justice

  
David Ring  
  
Philip Hilder  
Attorneys for Defendant

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

UNITED STATES OF AMERICA

v.

MANI ERFAN,  
Defendant.

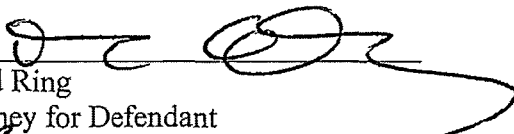
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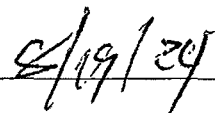
CRIMINAL NO. 4:24-cr-401

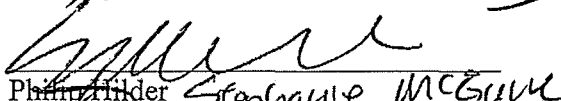
UNDER SEAL

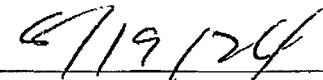
PLEA AGREEMENT -- ADDENDUM

I have fully explained to Defendant his rights with respect to the pending Information. I have reviewed the provisions of the United States Sentencing Commission's Guidelines Manual and Policy Statements and I have fully and carefully explained to Defendant the provisions of those Guidelines which may apply in this case. I have also explained to Defendant that the Sentencing Guidelines are only advisory and the court may sentence Defendant up to the maximum allowed by statute per count of conviction. I have also explained to Defendant that sentences on multiple counts may be imposed to run consecutively to one another or to any other sentence. Further, I have carefully reviewed every part of this plea agreement with Defendant. To my knowledge, Defendant's decision to enter into this agreement is an informed and voluntary one.

  
David Ring  
Attorney for Defendant

  
Date

  
Stephanie McGinn  
Attorney for Defendant

  
Date

I have consulted with my attorneys and fully understand all my rights with respect to the Information pending against me. My attorneys have fully explained, and I understand, all my rights

with respect to the provisions of the United States Sentencing Commission's Guidelines Manual which may apply in my case. I have read and carefully reviewed every part of this plea agreement with my attorneys. I understand this agreement and I voluntarily agree to its terms.

  
MANIEREAN  
Defendant

8/19/2024  
Date