

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

**Holding a Criminal Term
Grand Jury Sworn in on September 15, 2023**

UNITED STATES OF AMERICA

v.

SHAOYUN WANG,

MAHMOOD RASHID AMUR AL HABSI,

Defendants.

CRIMINAL NO.

VIOLATIONS:

**50 U.S.C. § 1705
(International Emergency
Economic Powers Act Violations)**

**31 C.F.R. Part 560
(Iranian Transactions and
Sanctions Regulations)**

**18 U.S.C. §1956(h)
(Conspiracy to Commit
Money Laundering)**

**18 U.S.C. §1956(a)(2)(A)
(Money Laundering)**

Case: 1:24-cr-00049

Assigned To : Judge Colleen Kollar-Kotelly

Assign. Date : 1/25/2024

Description: INDICTMENT (B)

INDICTMENT

The Grand Jury charges that, at times material to this Indictment:

COUNT ONE

(Conspiracy to Violate IEEPA)

INTRODUCTION

1. Between December 2019 and July 2021, the Islamic Republic of Iran (“Iran”) and Chinese government-owned entities engaged in an illicit scheme to facilitate the sale of Iranian oil to the People’s Republic of China (“China”), ultimately for the benefit of the Islamic Revolutionary Guard Corps (“IRGC”) Qods Force (“QF”), a designated Foreign Terrorist

Organization. The scheme relied on the use of the U.S. financial system and was facilitated by U.S. persons and entities, which processed payments of Iranian oil, all in violation of U.S. sanctions against Iran. As a result of this scheme, Iranian government actors and their co-conspirators caused over a hundred million dollars' worth of Iranian oil to be transported to China for the benefit of the IRGC-QF.

2. The IRGC-QF, including through Qods Force Commander Rostam Ghasem, a/k/a Rostam Qasemi ("Ghasemi"), participated in the scheme through a partnership with, among others, Omani national Defendant MAHMOOD RASHID AMUR AL HABSI ("AL HABSI") and his companies AL HABSI COMPANY 1, and its affiliates AL HABSI COMPANY 2 and AL HABSI COMPANY 3. On or about June 16, 2020, AL HABSI COMPANY 2 procured a loan from U.S. financial companies to purchase an oil tanker, later named the Motor Tanker (M/T) Oman Pride (International Maritime Organization ("IMO") number 9153525). Beginning in or around July 2020, M/T Oman Pride engaged in the carriage of Iranian oil, which was ultimately transferred to third-party vessels for sale to Chinese government-owned refineries and companies in China. Defendant AL-HABSI operated, in part, through U.S.-based facilitators.

3. The Chinese purchasers of the Iranian oil were represented by, among others, Defendant SHAOYUN WANG ("WANG"), an individual based in China. Defendant WANG structured the purchase of Iranian crude oil through multiple petrochemical companies based in China, to include CHINESE OIL REFINERY 1, CHINESE OIL COMPANY 1, and the Hong Kong-based parent company (CHINESE OIL COMPANY 4) of the U.S.-based company, U.S. COMPANY 7. Defendant WANG, through the use of a U.S. front company, a U.S. facilitator, and U.S. financial institutions, facilitated the sale of Iranian oil to China. Defendant WANG engaged with IRGC officials, to include Ghasemi and IRGC OIL EXECUTIVE 1, in furtherance of the

scheme.

4. The scheme resulted in millions of dollars' worth of financial transactions that were processed by U.S. financial institutions and facilitated by U.S. persons, all of which materially assisted the ongoing operations of the IRGC-QF. No licenses were sought or obtained for these illicit transactions, although such licenses were required under U.S. law.

BACKGROUND

International Emergency Economic Powers Act and Iran Sanctions

5. Enacted in 1977, the International Emergency Economic Powers Act ("IEEPA") (50 U.S.C. § 1701 *et seq.*) gives the President certain powers, defined in 50 U.S.C. § 1702, to deal with any threats with respect to which the President has declared a national emergency, and prescribes criminal penalties for violations. Section 1705 provides, in part, that "[i]t shall be unlawful for a person to violate, attempt to violate, conspire to violate, or cause a violation of any license, order, regulation, or prohibition issued under this chapter." 50 U.S.C. § 1705(a).

6. Beginning with Executive Order 12170, issued on November 14, 1979, the President found that "the situation in Iran constitutes an unusual and extraordinary threat to the national security, foreign policy and economy of the United States," and "declare[d] a national emergency to deal with that threat."

7. Pursuant to his authority under IEEPA, on March 15 and May 6, 1995, the President issued Executive Orders 12957 and 12959, prohibiting, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran of any goods, technology, or services from the United States or by a United States person, and on August 19, 1997, issued Executive Order 13059 clarifying the previous orders (collectively, the "Executive Orders"). The Executive Orders authorized the U.S. Secretary of the Treasury to promulgate rules and regulations necessary

to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transactions Regulations (renamed in 2012, the Iranian Transactions and Sanctions Regulations, the “ITSR”), implementing the sanctions imposed by the Executive Orders.

- a. The ITSR prohibits, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, from the United States, or by a United States Person, of goods, technology, or services to Iran or the Government of Iran (with certain limited exceptions), including the exportation, re-exportation, sale, or supply of goods, technology, or services to a third country knowing that such goods, technology, or services are intended for Iran or the Government of Iran, without a license from the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), which was located in the District of Columbia. *See* 31 C.F.R. §§ 560.204, 560.205.
- b. The ITSR prohibits the supply of services where the benefit of such services was otherwise received in Iran, if such services are performed in the United States or provided outside the United States by a U.S. person. *See* 31 C.F.R. § 560.410.
- c. The ITSR provides that the transfer of funds, directly or indirectly, from the United States or by a U.S. person to Iran or the Government of Iran was a prohibited export, re-export, sale, or supply of services to Iran or the Government of Iran. *See* 31 C.F.R. § 560.427(a).

8. The ITSR further prohibits transactions that evade or avoid, have the purpose of evading or avoiding, cause a violation of, or attempt to violate the ITSR. 31 C.F.R. § 560.203. On October 25, 2007, the U.S. Department of State designated the IRGC under Executive Order 13382, related to the proliferation of weapons of mass destruction, and OFAC designated the

IRGC-QF for providing material support to terrorist organizations. On October 13, 2017, OFAC further designated the IRGC as a Specially Designated Global Terrorist (“SDGT”) under Executive Order 13224, relating to global terrorism, for its role in supporting the terrorist activities of the IRGC-QF. On April 15, 2019, the United States Secretary of State designated the IRGC as a Foreign Terrorist Organization under Section 219 of the Immigration and Nationality Act.

9. On November 5, 2018, OFAC designated the National Iranian Oil Company (“NIOC”) and NIOC’s subsidiary, the National Iranian Tanker Company (“NITC”), pursuant to Executive Order 13846 for its connections to the Government of Iran and its role in the Iranian shipping sector. On October 26, 2020, OFAC designated NITC and NIOC under Executive Order 13224, relating to global terrorism, for their financial support of Iran’s IRGC-QF.

THE COCONSPIRATORS

Sellers Affiliated with the IRGC-QF

10. Ghasemi was an IRGC Brigadier General at the time of his death in 2022 and previously had served as Iran’s Minister of Petroleum, among other high-ranking positions in the Government of Iran. OFAC designated Ghasemi on February 10, 2010, and again on September 4, 2019, for acting on behalf of the IRGC-QF.

11. IRGC OIL EXECUTIVE 1 was an IRGC official who was designated by OFAC on May 25, 2022 for facilitating oil sales on behalf of the IRGC.

Chinese Purchasers

12. IRAN-CHINA OIL COMPANY 1 was a joint venture between Iran and China to facilitate the sale of Iranian oil to China. CHINESE OIL COMPANY 1, a Chinese company, was a subsidiary of IRAN-CHINA OIL COMPANY 1. Both companies were designated by OFAC on May 25, 2022 as part of an international oil smuggling and money laundering network led by the

IRGC-QF.

13. Defendant SHAOYUN WANG (“WANG”), a Chinese national, was a prolific purchaser of Iranian oil on behalf of Chinese companies and communicated directly with IRGC representatives to effect those purchases. WANG represented CHINESE OIL COMPANY 2. Defendant WANG was also a Director of CHINESE OIL REFINERY 1 and was the Chairwoman of U.S. COMPANY 7 and General Manager of its Hong Kong-based parent company, described herein as CHINESE OIL COMPANY 4.

14. CHINESE OIL REFINERY 1, a Chinese oil refinery partly owned by the Chinese government, was located in Shandong, China, and purchased Iranian oil as part of the scheme. CHINESE OIL REFINERY 1 was designated by OFAC on May 25, 2022 as part of an international oil smuggling and money laundering network led by the IRGC-QF.

15. Defendant WANG was also associated with CHINESE OIL COMPANY 3, a company based in China that purchased Iranian oil through its subsidiary companies. CHINESE OIL COMPANY 3 is the parent company of CHINESE OIL COMPANY 2.

16. CHINESE OIL COMPANY 4 was a Hong Kong-based company, with a U.S.-based subsidiary, U.S. COMPANY 7, in Las Vegas, Nevada. According to a memorandum circulated between IRGC-affiliated individuals detailing a deal to sell Iranian oil, U.S. COMPANY 7 acted as an “IRGC trust company to collect funds,” and CHINESE OIL COMPANY 4 in Hong Kong acted as a front company to resell Iranian oil to Chinese refineries.

Foreign Facilitators

17. AL HABSI COMPANY 1 was an Omani company with a Liberian affiliate, AL HABSI COMPANY 2, and an Omani affiliate, AL HABSI COMPANY 3. AL HABSI COMPANY 1, AL HABSI COMPANY 2, and AL HABSI COMPANY 3 were designated by

OFAC on August 13, 2021, for facilitating the sale and shipment of Iranian oil in support of the IRGC-QF.

18. Defendant AL HABSI was an Omani national who owned, controlled, directed, or operated directly or indirectly AL HABSI COMPANY 1 and its affiliates, including AL HABSI COMPANY 2 and AL HABSI COMPANY 3.

19. TURKISH COMPANY 1 was a conglomerate company which contracted for crude oil and petroleum products from foreign entities, including the Government of Iran and NIOC. TURKISH COMPANY 1 operated through TURKISH COMPANY 2. Both companies were designated by OFAC on December 8, 2022 for facilitating the illicit sale of Iranian oil to purchasers in China.

U.S. Facilitators

20. U.S. INDIVIDUAL 1 was the President of U.S. COMPANY 7, the U.S. branch of CHINESE OIL COMPANY 4, and the CEO of another U.S.-based company, U.S. COMPANY 1, that worked with CHINESE OIL COMPANY 4 to facilitate the purchase of Iranian oil to China.

21. U.S. INDIVIDUAL 2 was a U.S. person who owned and operated U.S. COMPANY 2, U.S. COMPANY 3, and U.S. COMPANY 4.

22. U.S. INDIVIDUAL 3 was a U.S. person and was listed as a director and registered agent for U.S. COMPANY 5. U.S. INDIVIDUAL 3 also operated U.S. COMPANY 6, a U.S. company. As discussed further herein, in 2021, U.S. COMPANY 5 entered into an agreement with TURKISH COMPANY 2, which the parties described as a “joint venture” to “unite and unify the oil production sales from the Middle East.” TURKISH COMPANY 2 was listed on U.S. COMPANY 5’s documents as the ultimate beneficial owner of U.S. COMPANY 5, with U.S.

INDIVIDUAL 3 having a 25% ownership stake.

Knowledge

23. At all times relevant to this Indictment, Defendants WANG and AL HABSI and their co-conspirators knew that they were facilitating the sale and/or transport of Iranian oil to China in violation of U.S. sanctions against Iran.

JURISDICTION AND VENUE

24. Acts and omissions in furtherance of the offenses alleged herein occurred within the District of Columbia. Pursuant to Title 18, United States Code, Section 3237, venue is proper in the District of Columbia.

25. Additionally, acts referred to in this Indictment were begun and committed outside of the jurisdiction of any particular state or district of the United States, but within the extraterritorial jurisdiction of the United States. Pursuant to Title 18, United States Code, Section 3238, venue is proper in the District of Columbia.

THE CONSPIRACY

26. Beginning at least in or around December 2019, the exact date being unknown to the Grand Jury, and continuing through in or around July 2021, WANG, AL HABSI, and their co-conspirators (collectively “the Co-conspirators”), in the District of Columbia and elsewhere, did conspire to knowingly and willfully export and cause U.S. persons and entities, including U.S. financial institutions, to export goods and services to and for the benefit of Iran and the IRGC, without prior authorization or a license from the Department of the Treasury.

Goals

27. The goals of the conspiracy were, among others:

- a. to export Iranian oil to China, including to Chinese government-owned refineries;

- b. to use the U.S. financial system and U.S. persons to facilitate the sale of Iranian petroleum to foreign entities, including China;
- c. to prevent U.S. dollar transactions from being stopped, blocked, or frozen by U.S. financial institutions;
- d. to pay in U.S. dollars for products and services associated with oil transactions;
- e. to transact with U.S. companies for products and services associated with oil transactions;
- f. to launder U.S. dollars through U.S. entities for the benefit of the IRGC; and
- g. to evade the regulations, prohibitions, and licensing requirements of U.S. law.

Manner and Means

28. It was further a part of the conspiracy that the Co-conspirators used the following manner and means, among others, to achieve the goals of the conspiracy:

- a. obtained oil from Iran using surreptitious means, to include Automatic Identification System (“AIS”) spoofing¹ and multiple transfers between vessels;
- b. fraudulently documented paperwork related to the sale, purchase, and transport of the cargo in order to mask that the oil originated from Iran;
- c. used electronic communications to arrange for Chinese buyers of the Iranian oil;
- d. used shell corporations on transactions in order to launder money through the U.S. financial system;
- e. transmitted and caused to be transmitted to U.S. financial institutions false information about the source of the U.S. dollar transactions;

¹ AIS is a standard maritime system that is utilized by all vessels to broadcast vessel type, position, speed, direction, etc. for navigational purposes, much like commercial airlines utilize transponder data.

- f. used U.S. companies as a “trust” for IRGC-QF profits from the sales of Iranian oil; and
- g. used e-mail accounts and messaging applications to communicate about the payment schemes, use of U.S. companies, provision of false information, and sales of oil to Chinese buyers.

Overt Acts

29. In furtherance of this conspiracy and to accomplish its goals, the following overt acts, among others, were committed in the District of Columbia and elsewhere.

A. Organization Scheme

1. Iranian and Chinese Agreement and Partnership

30. Iranian and Chinese individuals and entities entered into agreements to partner together to bring Iranian oil to China for sale to Chinese purchasers, as follows:

- a. On or about February 18, 2020, Defendant WANG, in her capacity as Director of CHINESE OIL REFINERY 1, issued a letter addressed to NIOC to engage in a “long-term partnership” to supply China with Iranian oil.
- b. In or around June and July 2021, Defendant WANG and other Chinese buyers discussed ongoing meetings and conversations with Ghasemi regarding Iranian oil sales to China.
- c. On or about July 4, 2021, an individual who worked for an IRGC senior member sent a message to another IRGC affiliate, stating that:
 - i. CHINESE OIL COMPANY 1 entered into a joint venture agreement with an affiliate of WANG’s company, CHINESE OIL COMPANY 4, wherein 70% of the profits would go to the Iranian parent company, and 30% of

the profits would go to another company controlled by Defendant WANG, CHINESE OIL COMPANY 2;

- ii. TURKISH COMPANY 2 was operating as an “IRGC trust” company;
- iii. U.S. COMPANY 1 was operating as an “IRGC trust introduced to receive funds in Las Vegas, Nevada”; and
- iv. CHINESE OIL COMPANY 4 had relationships with military groups in Iran.

- d. On or about July 28, 2021, Defendant WANG and other Chinese buyers discussed how to continue the scheme by referencing meetings and conversations with Ghasemi’s replacement, IRGC OIL EXECUTIVE 1.

2. The Facilitators

31. In furtherance of the Iranian-Chinese partnership, Omani, Turkish, and U.S. individuals and entities operated as facilitators to ship Iranian oil to China. AL HABSI COMPANY 1 and its affiliated companies acted as intermediaries for oil going from Iran to China, as follows:

- a. On or about October 6, 2019, Ghasemi, Defendant AL HABSI, and U.S. INDIVIDUAL 2 met in person in Tehran, Iran to establish relationships between Iranian and U.S. persons, who were ultimately utilized to facilitate the sale of Iranian oil to China by way of the U.S. financial system and U.S. persons and entities.
- b. Following this meeting, in and around November-December 2019, and at the direction of Ghasemi, U.S. INDIVIDUAL 2 coordinated with Defendant AL HABSI to arrange for the purchase, transport, and sale of Iranian oil to China. U.S.

INDIVIDUAL 2 and Defendant AL HABSI discussed using Omani paperwork to obfuscate the Iranian origin of the oil.

- c. In or around February 2020, Ghasemi, Defendant AL HABSI, and U.S. INDIVIDUAL 2 met in person in Oman, and discussed a scheme whereby Ghasemi, acting on behalf of the IRGC-QF, would run oil through AL HABSI COMPANY 1. U.S. INDIVIDUAL 2 understood this to mean that AL HABSI COMPANY 1 would act as a front company to launder the origin of Iranian oil.

32. TURKISH COMPANY 2 and its U.S. partners acted as intermediaries for oil going from Iran to China, as follows:

- a. On or about July 23, 2020, U.S. INDIVIDUAL 3's company U.S. COMPANY 5 and U.S. INDIVIDUAL 2's companies U.S. COMPANY 2 and U.S. COMPANY 4 received authorization from TURKISH COMPANY 2, (hereinafter the "Allocation Letter") authorizing them to "negotiate" and "sell" up to 10 million barrels of crude oil per month (potentially to be increased up to 60 million barrels of crude oil per month) on behalf of TURKISH COMPANY 2 for a period of five years. U.S. INDIVIDUAL 3 and U.S. INDIVIDUAL 2 partnered together and utilized this Allocation Letter as a basis for facilitating transactions of Iranian oil to China over the following several months.
- b. Thereafter, on or about at least the following dates, U.S. COMPANY 5 entered into purchase agreements with Chinese companies to sell oil in U.S. dollars ("U.S.D." or "\$"), which listed TURKISH COMPANY 2 as the seller's beneficiary of the agreement.
 - i. July 30, 2020
 - ii. June 4, 2021

- iii. June 7, 2021
- iv. June 15, 2021
- c. U.S. INDIVIDUAL 3 regularly updated U.S. INDIVIDUAL 2 about the progress of negotiations with potential Chinese oil purchasers.
- d. On or about October 12, 2020, U.S. COMPANY 5 changed its business name to the full name for TURKISH COMPANY 2 with the Secretary of State of the U.S. state in which it resides.
- e. Between at least on or about March 9, 2021 and on or about July 22, 2021, U.S. COMPANY 5, under its new name that was the same as TURKISH COMPANY 2, issued and emailed to multiple prospective buyers specification sheets describing the oil it was selling as “Omani” “Light Crude Oil” but that was otherwise identical in all respects to a 2017 NIOC Specification Sheet for Iranian Light Crude Oil.
- f. Between November 2020 and March 2021, U.S. INDIVIDUAL 3 engaged in regular communications with Defendant WANG about potential oil purchases.

B. Vessels Chartered for the Sale of Oil from Iran to China

33. In furtherance of the Iranian-Chinese partnership described above, the following vessels were engaged to bring the Iranian oil to China, as follows:

1. M/T Escapade

- a. On or about February 2, 2020, an employee of AL HABSI COMPANY 1 emailed U.S. INDIVIDUAL 2 and Defendant AL HABSI a document requesting confirmation that crude oil had been loaded onto the M/T Escapade (IMO 9181534). The freight indication identified the load port as Kharg Island, Iran and the destination as Qingdao, China. Kharg Island is known in the maritime industry as a port of discharge of Iranian petroleum owned by NIOC.

- b. On or about February 6, 2020, in an effort to conceal the origin of the oil to be loaded, a subsidiary of AL HABSI COMPANY 1 sent an email to the Captain of the M/T Escapade with “important instructions” that “the vessel switch off her AIS/LRIT² once vessel [exits] ‘Hormoz Strait’³ and keep the AIS/LRIT off [for the] whole voyage to load port and til the vessel heads back to ‘Sohar’⁴ after completion of loading at entering Hormoz Strait TSS.”
- c. Between on or about February 7, 2020 and on or about February 12, 2020, M/T Escapade loaded near Kharg Island, Iran approximately 733,616 barrels of Iranian oil, then worth approximately \$37 million.
- d. On or about February 24, 2020, U.S. COMPANY 3 sent AL HABSI COMPANY 1 a \$2.2 million payment related to costs associated with M/T Escapade.
- e. On or about March 11, 2020, U.S. COMPANY 3 sent AL HABSI COMPANY 1 an additional \$1 million payment related to demurrage⁵ for M/T Escapade.
- f. After M/T Escapade arrived in China, AL HABSI COMPANY 1 demanded that U.S. INDIVIDUAL 2 provide a letter of credit from the intended purchaser in China before the cargo could be released. As such, M/T Escapade continued to run up demurrage costs while U.S. INDIVIDUAL 2 and U.S. INDIVIDUAL 3 sought to secure a letter of credit.
- g. On or about May 6, 2020, U.S. INDIVIDUAL 3’s company, U.S. COMPANY 6,

² Long-range identification and tracking (“LRIT”) is a system used to identify and track ships.

³ The Strait of Hormuz is a strait between the Persian Gulf and the Gulf of Oman, which is bordered by Iran, Oman, and the United Arab Emirates.

⁴ Sohar is a port city in Oman.

⁵ Demurrage is a cost payable to a ship owner when the ship does not load or discharge its cargo on time.

sent AL HABSI COMPANY 1 a \$1.8 million payment with wire reference “PAID ON BEHALF OF [U.S. COMPANY 2] FOR MT ESCAPADE DEMURRAGE.”

However, M/T Escapade was still not able to unload its cargo.

- h. Over the following several months, U.S. INDIVIDUAL 2 and U.S. INDIVIDUAL 3 continued to try to offload the cargo from M/T Escapade, but they were not successful.

2. M/T Oman Pride

- i. On or about June 16, 2020, AL HABSI COMPANY 1 secured a \$16.5 million dollar loan from a U.S. company for the purchase of M/T Oman Pride, through its subsidiary, AL HABSI COMPANY 2.
- j. Thereafter, in or around July 2020, TURKISH COMPANY 2 entered into contract negotiations with AL HABSI COMPANY 1 related to the carriage of Iranian oil on M/T Oman Pride. Over the following several months, M/T Oman Pride loaded oil from Iran, which it then transferred to other tankers that delivered the cargo to Chinese ports. In doing so, M/T Oman Pride acted as a buffer between tankers affiliated with NITC and third-party vessels in an effort to obscure the true origins of the oil.
- k. On or about September 14, 2020, AL HABSI COMPANY 2, in its capacity as the owner of M/T Oman Pride, entered into a “Private Agreement” with TURKISH COMPANY 2 and a Marshall Islands-based shipping company (MARSHALL ISLANDS COMPANY), under which MARSHALL ISLANDS COMPANY took over AL HABSI COMPANY 2's obligations pursuant to an August 1, 2020 charter agreement through which TURKISH COMPANY 2 had chartered the Oman Pride.

3. *M/T Niovi*

- l. Between on or about July 18, 2020 and on or about July 19, 2020, the M/T Oman Pride loaded Iranian oil at Sirri Island, Iran.
- m. Between on or about July 23, 2020 and on or about July 24, 2020, the M/T Oman Pride engaged in a ship-to-ship transfer with the M/T Niovi (IMO 9292498) of approximately 1.8 million barrels of Iranian oil, then worth approximately \$73 million.
- n. Between on or about November 7, 2020 and on or about November 14, 2020, the M/T Niovi delivered the Iranian oil to Yantai, China.
- o. On or about the following dates, U.S. INDIVIDUAL 3 attempted to sell the oil onboard M/T Niovi to Chinese buyers but was ultimately unsuccessful.
 - i. On or about September 26, 2020, U.S. INDIVIDUAL 3 sent U.S. INDIVIDUAL 2 a scanned copy of a Certificate of Quality from GEOCHEM Middle East for the oil on board the MT Niovi. AL HABSI COMPANY 3 was listed as the client.
 - ii. U.S. INDIVIDUAL 3 sent U.S. INDIVIDUAL 2 copies of a Pro Forma Invoice dated on or about October 15, 2020 and Bill of Lading for the M/T Niovi. The Pro Forma Invoice for 1,245,065 barrels valued at \$50,225,922.10 listed the operator of the M/T Niovi as the seller and a Chinese energy company as the buyer. The Bill of Lading listed AL HABSI COMPANY 1 as the Shipper.
 - iii. In a text message from on or about November 15, 2020, U.S. INDIVIDUAL 3 identified another potential buyer for the M/T Niovi

cargo, described as a local private refinery.

- p. On or about November 18, 2020, U.S. INDIVIDUAL 3 told U.S. INDIVIDUAL 2 that U.S. INDIVIDUAL 3 had learned the cargo on the M/T Niovi had been sold.
- q. On or about November 19, 2020, Defendant AL HABSI confirmed that AL HABSI COMPANY 1 sold the “Oman Crude Blend” onboard M/T Niovi to TURKISH COMPANY 2.
- r. Also on or about November 19, 2020, U.S. INDIVIDUAL 3 sent a message in Chinese to an unknown recipient indicating the oil onboard the M/T Niovi had been sold to a Chinese refinery without U.S. INDIVIDUAL 3’s involvement.
- s. On February 20, 2021, U.S. INDIVIDUAL 3 sent a message in Chinese to a different unidentified recipient, stating: “At the end of last year, 160,000 tons and 100,000 tons of Oman crude oil were purchased, and the ship's name was NIOVI. The payment was made to [the operator of M/T Niovi].”

4. M/T Carmen

- t. On or about August 1, 2020, TURKISH COMPANY 2 agreed to charter M/T Oman Pride from AL HABSI COMPANY 2 to carry “light crude oil” that would purportedly be loaded in Khur Al-Zubair, Iraq and discharged in “South China Ports.”
- u. On or about August 13, 2020, U.S. COMPANY 6 sent a wire transfer of \$3.3 million to AL HABSI COMPANY 2, which described the payment as being for the charter of the Oman Pride.
- v. On or about August 18, 2020, the M/T Oman Pride loaded Iranian oil at Kharg Island, Iran.

- w. Between on or about August 19, 2020 and on or about August 20, 2020, the M/T Oman Pride loaded additional Iranian oil via a ship-to-ship transfer from NITC-owned tanker M/T Dune (IMO 9569712).
- x. Between on or about September 8, 2020 and on or about September 11, 2020, the M/T Oman Pride engaged in a ship-to-ship transfer to the M/T Carmen (IMO 9290086) of approximately 1.8 million barrels of Iranian oil, then worth approximately \$66 million. The Bill of Lading for M/T Carmen falsely stated that its oil was loaded in Oman. The Bill of Lading identified AL HABSI COMPANY 1 as the shipper.
- y. Initially, U.S. COMPANY 5 and U.S. INDIVIDUAL 3 arranged to sell the oil onboard M/T Carmen to Chinese purchasers but were ultimately cut out of the transaction after the Iranian oil arrived at or near Chinese ports.
- z. Instead, on or about December 4, 2020, CHINESE OIL COMPANY 1, as the seller, and CHINESE OIL COMPANY 4, as the buyer, entered into a “Sales and Purchase Agreement” related to the purchase of crude oil 1,940,317 barrels of “Oman”-origin light crude oil, to be delivered to Shandong Province, China.
- aa. Between in or around late-December 2020 and early-January 2021, the M/T Carmen delivered the Iranian oil to Lanshan, China.
- bb. On or about March 17, 2021, U.S. COMPANY 1 wired \$100,000 via a U.S. financial institution to a shell company registered in the Marshall Islands with an office address in China (“MARSHALL ISLANDS-CHINA COMPANY”) with reference to TURKISH COMPANY 2.
- cc. On or about April 19, 2021, CHINESE OIL COMPANY 2 sent a “Letter of

Undertaking” to CHINESE OIL COMPANY 4, which referenced the December 4, 2020 Sale and Purchase Agreement and instructed CHINESE OIL COMPANY 4 to send the funds for the oil aboard the M/T Carmen to MARSHALL ISLANDS-CHINA COMPANY.

- dd. On or around May 27, 2021, CHINESE OIL REFINERY 1 and U.S. COMPANY 1 entered into a Sale and Purchase contract for 700,000 barrels of “Oman Crude Blend.”
- ee. On or about June 25, 2021, CHINESE OIL REFINERY 1 wired approximately \$14 million to an account held by U.S. COMPANY 1 at a financial institution in the United States (“Account 1”).
- ff. On or about June 19, 2021, CHINESE OIL COMPANY 1 sent CHINESE OIL COMPANY 4 a second “Letter of Undertaking,” which again referenced the December 4, 2020 Sale and Purchase Agreement and directed CHINESE OIL COMPANY 4 to make an additional payment for the cargo from M/T Carmen to a United Kingdom-based shell company (“UK COMPANY”).
- gg. On or about June 18, 2021, CHINESE OIL REFINERY 1 wired an additional approximately \$4.6 million into Account 1.
- hh. From on or about June 18, 2021 to on or about June 25, 2021, U.S. INDIVIDUAL 1 transferred the majority of the funds in Account 1 received from CHINESE OIL REFINERY 1 into an account at a financial institution in the United States, belonging to the U.S. branch of U.S. COMPANY 7 (“Account 2”).
- ii. From on or about June 21, 2021 to on or about June 22, 2021, Account 2 wired approximately \$10 million from Account 2 to MARSHALL ISLANDS-CHINA

COMPANY and UK COMPANY.

- jj. In or around late-June 2021, Defendant WANG discussed oil sales with another China-based individual, who told her that he had spoken to IRGC OIL EXECUTIVE 1, who told the China-based individual that “[t]hey want[ed] instant 20 million barrel capacity [f]or one year . . . [w]ith a tremendous good price.” IRGC OIL EXECUTIVE 1 asked CHINESE OIL COMPANY 4 “to send the proposal right away.”
- kk. The China-based individual further suggested that he, another individual, and Defendant WANG meet with IRGC OIL EXECUTIVE 1 the next day and explained that Ghasemi was “not involved in this cargo anymore,” and IRGC OIL EXECUTIVE 1 had taken over responsibility for the transaction.
- ll. On or about July 18, 2021, CHINESE OIL COMPANY 4 sent a “final settlement & comfort letter” to TURKISH COMPANY 2 certifying that cargo from M/T Carmen had been discharged and sold, and discussing payment terms in U.S. dollars.
- mm. On or about July 28, 2021, Defendant WANG received a message in a chat titled “Carmen(4)” stating “[IRGC OIL EXECUTIVE 1] asked to finalize and conclude the cargo according to the last agreement, so I prepared cargo settlement table considering selling and [CHINESE OIL COMPANY 4] payments.” The enclosed “Cost and Payment Breakdown and Settlement” document stated that CHINESE OIL COMPANY 4 had paid a total of approximately \$23 million dollars for the cargo, and that CHINESE OIL COMPANY 4 was obligated to pay in total approximately \$70 million for the cargo.

5. *M/T Athina*

- nn. On October 20, 2020, the M/T Oman Pride engaged in a ship-to-ship transfer with NITC-owned vessel M/T Dino I (IMO 9569671).⁶
- oo. Also on or about October 20, 2020, the M/T Oman Pride docked on the Western side of Kharg Island, Iran, and loaded additional Iranian petroleum that was comingled with the petroleum from the M/T Dino I.
- pp. On or about November 8, 2020, an AL HABSI COMPANY 1 employee directed 190,000 metric tons of “crude blend” petroleum to be transferred to the tanker M/T Athina II (IMO 9291286).
- qq. On or about November 19, 2020, a portion of the Iranian oil on board the M/T Oman Pride was transferred to the M/T Athina II.
- rr. On or about November 23, 2020, AL HABSI COMPANY 1 received an email from Ghasemi, who identified himself by name and described himself as “IRGC Qods Force Deputy.” In the email, Ghasemi referred to the cargo on board the M/T Oman Pride as “our cargo.” Ghasemi stated that the cargo on the M/T Oman Pride was moved to the M/T Athina II without the authority of the IRGC and demanded a “back-loading” operation be completed with the M/T Oman Pride. In this email, Ghasemi stated that an individual who worked for the company that managed the M/T Athina II was helping the IRGC “bypass sanctions.”
- ss. On or about November 29, 2020, oil that was previously transferred from the M/T Oman Pride to the M/T Athina II was backloaded to the M/T Oman Pride.

⁶ Vessel Dino I has since been designated by OFAC pursuant to E.O. 13599.

C. Blocked Payment for Iranian Oil

- tt. On or about July 1, 2021, CHINESE OIL REFINERY 1 attempted to wire an additional approximately \$8.5 million to Account 1 with reference “Payment for goods.” The U.S. financial institution that held U.S. COMPANY 1’s account, Account 1, (“U.S. Financial Institution 1”) blocked the wire pursuant to Executive Order 13224.
- uu. On or about July 8, 2021, U.S. PERSON 1 sent Defendant WANG a message in Chinese about the blocked wire, stating: “It’s the sanctions department that is investigating. Has [CHINESE OIL REFINERY 1] been on the sanctions list?” Defendant WANG responded in Chinese: “It was there before, but it’s gone now. It’s new now. The owners have all changed and are gone now.”
- vv. From on or about July 20, 2021 to on or about July 23, 2021, U.S. INDIVIDUAL 1 then wired approximately \$200,000 out of Account 2 to an individual affiliated with defendant WANG. Additionally, U.S. INDIVIDUAL 1 wired approximately \$205,000 out of Account 1 from on or about July 21, 2021 to on or about July 23, 2021 to the same individual affiliated with defendant WANG.
- ww. On or about July 31, 2021, an unknown individual wrote to defendant WANG in the “Carmen(4)” chat group about the payment that U.S. Financial Institution 1 had blocked, noting the funds were “officially frozen,” and stated: “If [nickname for Ghasemi] does not get elected for the oil ministry because of the Carmen, it is so pitty for us.”

D. Payments Related to Oil Sales

34. On or about at least the following dates, the Co-conspirators sent or caused to be

sent U.S. dollar payments, from a place in the United States to and through a place outside the United States, and to a place in the United States from and through a place outside the United States, which payments transited through U.S. financial institutions, all related to the aforementioned oil transactions.

Sub-¶	On or About Date	Approximate Amount
a.	2/24/2020	\$2,200,000.00
b.	3/11/2020	\$1,000,000.00
c.	5/6/2020	\$1,800,000.00
d.	7/31/2020	\$50,000.00
e.	8/13/2020	\$3,300,000.00
f.	12/2/2020	\$50,000.00
g.	4/15/2021	\$7,399,990.00
h.	4/23/2021	\$6,699,990.00
i.	6/18/2021	\$13,998,153.75
j.	6/22/2021	\$2,180,000.00
k.	6/25/2021	\$4,646,969.11
l.	7/21/2021	\$8,512,218.90

(Conspiracy to Violate the International Emergency Economic Powers Act, in violation of Title 50, United States Code, Section 1705(a))

COUNT TWO

(Conspiracy to Launder Monetary Instruments)

35. The allegations in Paragraphs 1 through 34 of this Indictment are incorporated and re-alleged by reference herein.

36. Beginning at least in or around December 2019, the exact date being unknown to the Grand Jury, to in or around July 2021, Defendants WANG and AL HABSI and their co-conspirators, and others known and unknown to the Grand Jury, in the District of Columbia and elsewhere, did knowingly combine, conspire, and agree with each other and with other persons known and unknown to the Grand Jury to commit offenses against the United States in violation of Title 18, United States Code, Section 1956, to wit to transport, transmit, and transfer, and

attempt to transport, transmit, and transfer a monetary instrument and funds from a place in the United States to and through a place outside the United States and to a place in the United States from and through a place outside the United States with the intent to promote the carrying on of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(2)(A).

(Conspiracy to Launder Monetary Instruments, in violation of Title 18, United States Code, Section 1956(h)

COUNTS THREE THROUGH TWELVE

(Laundering of Money Instruments)

37. The allegations in Paragraphs 1 through 34 of this Indictment are incorporated and re-alleged by reference herein.

38. Beginning at least in or around December 2019, to in or around July 2021, as listed below, Defendants WANG and AL HABSI and their co-conspirators, and others known and unknown to the Grand Jury, in the District of Columbia and elsewhere, did transport, transmit, and transfer, and attempt to transport, transmit, and transfer, and cause the transportation, transmission, and transfer of a monetary instrument and funds from a place in the United States to and through a place outside the United States and to a place in the United States from and through a place outside the United States with the intent to promote the carrying on of specified unlawful activity, *to wit* the conspiracy to export and cause U.S. persons and entities to export goods and services to and for the benefit of Iran and the IRGC, without prior authorization or a license from the Department of the Treasury, as described in Count One, as follows:

Count	On or About Date	Approximate Amount	Relevant Defendant(s)
3	2/24/2020	\$ 2,200,000.00	AL HABSI
4	3/11/2020	\$ 1,000,000.00	AL HABSI
5	5/6/2020	\$ 1,800,000.00	AL HABSI
6	8/13/2020	\$ 3,300,000.00	AL HABSI
7	4/15/2021	\$ 7,399,990.00	WANG
8	4/23/2021	\$ 6,699,990.00	WANG

9	6/18/2021	\$ 13,998,153.75	WANG
10	6/22/2021	\$ 2,180,000.00	WANG
11	6/25/2021	\$ 4,646,969.11	WANG
12	7/1/2021	\$ 8,512,218.90	WANG

(**Money Laundering**, in violation of Title 18, United States Code, Section 1956(a)(2)(A))

FORFEITURE ALLEGATION

18 U.S.C. §981(1)(1)(C) & (G)

18 U.S.C. § 982(a)(1)

28 U.S.C. § 2461(c)

39. The allegations contained in Count One of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c). Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), upon conviction of a conspiracy to violate IEEPA, in violation of 50 U.S.C. § 1705, Defendants shall forfeit to the United States of America any property, real or personal, which constitutes or was derived from proceeds traceable to said violation.

40. The allegations contained in Counts Two through Twelve of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Sections 982(a)(1).

41. Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of an offense in violation of Title 18, United States Code, Section 1956, Defendants shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property.

42. The property to be forfeited includes, but is not limited to, the following:

- a. All fees, payments, and monies derived from sales or services related to M/T Escapade, M/T Oman Pride, and all related vessels.
- b. \$8,512,218.90, the result of a wire transaction seized by the United States, related to the Iranian petroleum once aboard M/T Oman Pride.
- c. Forfeiture Money Judgment for a sum of money equal to the value of any property, real or personal, which constitutes, was involved in or facilitated, or was derived from proceeds traceable to these offenses.


43. If any of the property described above, as a result of any act or omission of Defendant:

- d. cannot be located upon the exercise of due diligence;
- e. has been transferred or sold to, or deposited with, a third party;
- f. has been placed beyond the jurisdiction of the court;
- g. has been substantially diminished in value; or
- h. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

FOREPERSON


Attorney of the United States in
and for the District of Columbia