

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

KOSTIANTYN KALASHNIKOV,
a/k/a "Kostya," and
ELENA AFANASYEVA,
a/k/a "Lena,"

Defendants.

SEALED INDICTMENT

24 Cr.

24 CRIM 519

The Grand Jury charges:

INTRODUCTION

1. RT, formerly known as "Russia Today," is a state-controlled media outlet funded and directed by the Government of Russia. After Russia invaded Ukraine in February 2022, RT was sanctioned, dropped by distributors, and ultimately forced to cease formal operations in the United States, Canada, the United Kingdom, and the European Union. In response, RT created, in the words of its editor-in-chief, an "entire empire of covert projects" designed to shape public opinion in "Western audiences." One of RT's "covert projects," as described herein, is its funding and direction of a Tennessee-based online content creation company ("U.S. Company-1").

2. Over at least the past year, RT and its employees, including KOSTIANTYN KALASHNIKOV, a/k/a "Kostya," and ELENA AFANASYEVA, a/k/a "Lena," the defendants, have deployed nearly \$10 million, laundered through a network of foreign shell entities, to covertly fund and direct U.S. Company-1. U.S. Company-1 publishes English-language videos on multiple social media channels, including TikTok, Instagram, X, and YouTube. Using multiple fake personas, AFANASYEVA edited, posted, and directed the posting by U.S. Company-1 of hundreds of videos. Many of the videos published by U.S. Company-1 contain commentary on

events and issues in the United States, such as immigration, inflation, and other topics related to domestic and foreign policy. While the views expressed in the videos are not uniform, the subject matter and content of the videos are often consistent with the Government of Russia's interest in amplifying U.S. domestic divisions in order to weaken U.S. opposition to core Government of Russia interests, such as its ongoing war in Ukraine.

3. Since publicly launching in or about November 2023, U.S. Company-1 has posted nearly 2,000 videos that have garnered more than 16 million views on YouTube alone. U.S. Company-1 never disclosed to its viewers that it was funded and directed by RT. Nor did U.S. Company-1 or its two founders and principal executives ("Founder-1" and "Founder-2") register with the Attorney General as an agent of a foreign principal, as required by law.

4. KALASHNIKOV, AFANASYEVA, Founder-1, and Founder-2 also worked together to deceive two U.S. online commentators ("Commentator-1" and "Commentator-2"), who respectively have over 2.4 million and 1.3 million YouTube subscribers. Founder-1 and Founder-2 contracted with Commentator-1 and Commentator-2 to produce videos, using Commentator-1's and Commentator-2's own names and leveraging their existing audiences, for license and publication by U.S. Company-1. KALASHNIKOV, AFANASYEVA, Founder-1, and Founder-2 worked together to mask U.S. Company-1's true source of funding — *i.e.*, RT — by falsely portraying to Commentator-1 and Commentator-2 that U.S. Company-1 was sponsored by a private investor named "Eduard Grigoriann." In truth and in fact, Grigoriann was a fictional persona. For example, during contract negotiations, Commentator-1 requested that Founder-1 provide a profile or article on "Eduard Grigoriann." In response, Founder-1 sent Commentator-1 a one-page profile, provided to Founder-1 by another fictional persona purporting to represent "Eduard Grigoriann," falsely describing "Eduard Grigoriann" as an "accomplished finance

professional” who had held various positions in Brussels and France at a multinational bank (“Bank-1”), including “Director of Private Banking [D]ivision and Wealth Management.” After receiving the fictitious profile, Commentator-1 agreed to work with U.S. Company-1 and produced approximately 130 videos that were published on U.S. Company-1’s platform.

BACKGROUND ON RUSSIAN INFLUENCE OPERATIONS

5. RT is a Russian state-funded and state-directed media outlet. As RT’s editor-in-chief has publicly acknowledged, “since RT receives budget from the state, it must complete tasks given by the state.”¹ For nearly two decades, RT has promoted the objectives of the Government of Russia by publishing disinformation and propaganda, leveraging its international network to amplify the Government of Russia’s message to foreign audiences, and using its guise as a conventional media outlet to lend credibility to that message. RT’s propaganda is most obvious when it reports on matters of importance to the Government of Russia, such as public opinion about Ukraine in the United States. When direct propaganda is not effective, however, RT has pursued malign influence campaigns in countries opposed to its policies, including the United States, in an effort to sow domestic divisions and thereby weaken opposition to Government of Russia objectives. For example, in discussing RT’s coverage of the United Kingdom’s exit from the European Union in 2016, an RT journalist recalled to an academic researcher: “I asked my editor, what is RT’s line for this [Brexit], and he said: ‘Anything that causes chaos is RT’s line.’”

6. In or about March 2022, following Russia’s invasion of Ukraine in February 2022, the European Union, the United Kingdom, and Canada banned broadcasting by RT. That same month, RT also ceased its operations in the United States after major television distributors

¹ All statements and writings described in this Indictment are presented in substance and in part, and all descriptions of Russian-language communications are based on draft English translations.

dropped the network. But as RT itself has boasted, despite its post-March 2022 bans on broadcasting and lack of formal distribution channels in the United States, Canada, the United Kingdom, and the European Union, the Government of Russia continues to use RT to direct disinformation and propaganda at Western audiences. For example, on or about February 25, 2024, RT's editor-in-chief declared, during a Russian television appearance, that "public opinion in the West is changing, very rapidly and very cheerfully," due in part to RT. RT's editor-in-chief further explained that, despite being "banished everywhere on February 25" — referring to the start of Russia's invasion of Ukraine in February 2022 — RT had built "an enormous network, an entire empire of covert projects that is working with the public opinion, bringing truth to Western audiences."

7. As set forth below, U.S. Company-1 is one of RT's "covert projects" in the United States.

BACKGROUND ON CERTAIN INDIVIDUALS AND ENTITIES

8. KOSTIANTYN KALASHNIKOV, a/k/a "Kostya," the defendant, is a citizen of Russia and an employee of RT. KALASHNIKOV has identified himself as the "Deputy Chief of the Digital Media Projects Department" for RT, is a member of an internal RT email distribution list reserved for "leaders" at RT, and manages multiple RT covert distribution channels in the United States, including U.S. Company-1. As set forth below, Founder-1 introduced KALASHNIKOV to U.S. Company-1 employees and affiliates as a purported outside editor, and KALASHNIKOV edited U.S. Company-1 content without disclosing that he was working for RT. KALASHNIKOV also participated in an internal U.S. Company-1 messaging group comprised solely of KALASHNIKOV, Founder-1, Founder-2, and an individual purporting to act as a representative of U.S. Company-1's investor, "Eduard Grigoriann," but who was, in fact, a fake persona ("Persona-1"), as described below. In that messaging group, KALASHNIKOV monitored

discussions of, among other things, U.S. Company-1's funding, hiring, and contract negotiations with Commentator-1 and Commentator-2.

9. ELENA AFANASYEVA, a/k/a "Lena," the defendant, is a citizen of Russia and an employee of RT. AFANASYEVA has identified herself on social media as "a producer at RT, dealing with overseas affairs and news." As set forth below, KALASHNIKOV introduced AFANASYEVA to U.S. Company-1 staff and contributors as a member of KALASHNIKOV's editing team, and AFANASYEVA collected information from and gave direction to U.S. Company-1 personnel on behalf of RT in that covert capacity. AFANASYEVA utilized multiple fake personas at U.S. Company-1, including "Helena Shudra" and "Victoria Pesti."

10. Founder-1 and Founder-2 are foreign nationals who reside in the United States. Founder-1 and Founder-2 jointly control and operate U.S. Company-1, and they are the only authorized signatories for U.S. Company-1's business checking account (the "U.S. Company-1 Bank Account"), which is held at a bank in the United States. Before operating U.S. Company-1 for RT, as set forth below, Founder-1 and Founder-2 worked directly for RT and its affiliates, including as follows:

a. From in or about March 2021 to in or about February 2022, Founder-1 created videos, posted social media content, and wrote articles pursuant to a written contract between Founder-1's Canadian company ("Canadian Company-1"), and RT's parent organization, ANO TV-Novosti. This content generally consisted of English-language social commentary. RT directly published some of Founder-1's paid work, while Founder-1 posted other of Founder-1's paid work on Founder-1's personal accounts (without attribution to RT). For example, Founder-1's invoices reflect that Founder-1 billed ANO TV-Novosti for approximately 217 videos, of which approximately 209 were published on Founder-1's personal YouTube channels. Founder-

1 also wrote approximately 25 opinion articles that were published on RT's website, at least 19 of which Founder-1 billed to ANO TV-Novosti. None of Founder-1's articles disclosed that Founder-1 was paid by RT to write them.

b. To create content for RT pursuant to Founder-1's written contract, Founder-1 worked with Founder-2 and two individual producers ("Producer-1" and "Producer-2"), who later joined U.S. Company-1. RT invited Founder-1 to appear on RT television programming, created a dedicated page on RT's website identifying Founder-1 as a "Contributor" and featuring Founder-1's articles, and provided an official letter on RT letterhead designating Founder-1 and Founder-2 as "essential workers" during the COVID-19 pandemic. In private correspondence, however, Founder-1 and Founder-2 recognized that truthfully disclosing their affiliation with RT made it more difficult for them to do business in the United States. For example, in a July 2021 email inviting a contact to apply for a job with RT, Founder-1 wrote that "RT's budget is gonna be larger" but acknowledged, "I know being Russian some folks in the US aren't too hot on them lol." As another example, in a private exchange on the messaging platform Discord in February 2022, Producer-1 told Founder-2 that "when I was asking people if they wanted to interview, many said yes until I said I was with RT so I switched to saying I was just working for [Founder-1]." Founder-2 replied: "Ha, not surprised."

c. In their private correspondence, while working directly for RT pursuant to Founder-1's written contract, Founder-1 and Founder-2 regularly referred to their sponsor (*i.e.*, RT) as the "Russians." For example, on or about May 12, 2021, Founder-2 messaged Founder-1 on Discord: "So we're billing the Russians from the corporation, right?" On or about May 22, 2021, Founder-1 messaged Founder-2 on Discord: "Also, the Russians paid. So we're good to bill them for the second month I guess." On or about June 2, 2021, Founder-1 messaged Founder-

2 on Discord: “also I say we bill the russians for the last month once we’re done the extra opeds,” referring to Founder-1’s paid opinion articles for RT. And on or about January 5, 2022, Founder-2 messaged an acquaintance on Discord about paid leave that “[t]he Russians” had offered to Founder-1.

d. From in or about October 2021 to in or about May 2022, separate and apart from Founder-1’s contract with RT’s parent organization, ANO-TV Novosti, Founder-2 also worked directly for RT and with Ruptly GmbH, RT’s German subsidiary. Founder-2’s paid work for RT included, among other things, preparing English-language text messages describing news events. During this time, Founder-2 and KALASHNIKOV appear to have had overlapping business contacts: On or about May 18, 2022, a Ruptly GmbH employee sent a Russian-language email to six recipients, including Founder-2 and KALASHNIKOV, requesting that they send their work email addresses to gain account access to Ruptly’s website.

11. U.S. Company-1 is a United States corporation established under the laws of Tennessee. Founder-1 has described U.S. Company-1 as the U.S. subsidiary of Founder-1’s Canadian company, Canadian Company-1; as set forth above, from in or about March 2021 to in or about February 2022, Founder-1 used Canadian Company-1 to produce content for RT pursuant to a written contract. Founder-1 incorporated U.S. Company-1 on or about January 19, 2022, and applied with the Tennessee Department of State to transact business under its current operating name, which Company-1 uses on its website and social media channels, on or about May 22, 2023. On its website, U.S. Company-1 describes itself as a “network of heterodox commentators that focus on Western political and cultural issues” and identifies six commentators — including Commentator-1 and Commentator-2 — as its “talent.” U.S. Company-1 regularly posts videos featuring these commentators, as well as other videos that do not feature the commentators, across

an array of social media channels, including YouTube, TikTok, X, Facebook, Instagram, and Rumble. To support the production and publication of its videos, U.S. Company-1 employs three staff producers — Producer-1, Producer-2, and a third individual (“Producer-3”) — and a purported outside editing firm staffed by, among others, KALASHNIKOV and AFANASYEVA.

BACKGROUND ON THE FOREIGN AGENTS REGISTRATION ACT

12. The Foreign Agents Registration Act (“FARA”), 22 U.S.C. § 611 *et seq.*, is a registration and disclosure statute that requires any person acting or agreeing to act in the United States as “an agent of a foreign principal” to register with the Attorney General if he or she is engaging or agreeing to engage, directly or through another person, in certain types of conduct for or in the interest of the foreign principal. Conduct requiring registration under FARA includes, as is relevant here, political activities, acting as a publicity agent or information-service employee, and disbursing money for or in the interests of the foreign principal. FARA registrations are made to the Foreign Agents Registration Act Unit (“FARA Unit”) of the Department of Justice’s National Security Division. It is a crime to willfully fail to register when required under FARA.

13. The purpose of FARA is to prevent covert influence by foreign principals, which include foreign governments, companies, and persons located outside the United States. Proper registration under FARA allows the U.S. Government and public and private audiences to evaluate the statements and activities of individuals who are serving as agents of foreign principals in light of their status as foreign agents. Among other things, FARA registration reveals the identity of the foreign principal on whose behalf the registrant performs services, the type of services the registrant provides the foreign principal, and the source and amount of compensation the registrant receives from the foreign principal. FARA registration statements are publicly accessible on the website of the FARA Unit. In addition, FARA registrants are required to label informational

materials transmitted within the United States with a conspicuous statement disclosing that the materials are distributed by the agent on behalf of the foreign principal.

RT'S COVERT OPERATIONS THROUGH U.S. COMPANY-1

Founder-1 Scouts Influencers for "Eduard Grigoriann"

14. In or about December 2022, Founder-1 began working with an individual operating under the fictitious name "Eduard Grigoriann," and three purported representatives of "Eduard Grigoriann" (Persona-1 and two additional purported representatives, "Persona-2" and "Persona-3") to launch a new YouTube channel, initially under the name "Viewpoint Productions." On or about January 10, 2023, Persona-2 told Founder-1 that Founder-1's "first task" was to "find a personality that could serve as the face of the channel," and that "[f]or the right candidate we're willing to pay around \$1-2 million per year." On or about January 13, 2023, Persona-2 sent Founder-1 a proposed contract for Founder-1's "Influencer Talent Scouting" services, with Founder-1 listed as the "Agent" and a Hungarian entity ("Hungarian Shell Entity-1") listed as the "Client." Hungarian Shell Entity-1 has no publicly available website. In exchange for Founder-1's services, the proposed contract awarded Founder-1 \$8,000 per month, plus a percentage of any deals that Founder-1 "close[d] with influencers." Over the next several months, while Founder-1 continued to negotiate Founder-1's contract, Founder-1 accepted interim payments and began to "scout" for influencers for the new YouTube channel for "Eduard Grigoriann."

15. Beginning in or about February 2023, Founder-1 solicited Commentator-1 and Commentator-2 to perform work on behalf of "Eduard Grigoriann." For example:

a. On or about February 6, 2023, Persona-1 emailed Founder-1 a "shortlist of candidates" for the YouTube channel, including Commentator-1 and Commentator-2. In the same email, Persona-1 attached a receipt for an \$8,000 money transfer from an entity in the Czech Republic ("Czech Shell Entity-1") to Founder-1's Canadian company, Canadian Company-1.

Persona-1 requested that Founder-1 submit an invoice for Founder-1's "consultation services" to Czech Shell Entity-1, which Persona-1 described as "our Czech sister company." Czech Shell Entity-1 has a website purporting to sell automobile parts, but also listing unrelated services (e.g., "CyberAmor Suite, Fortifying Your Digital Defenses"). The website makes no mention of "Eduard Grigoriann," Persona-1, Persona-2, Persona-3, Viewpoint Productions, or Hungarian Shell Entity-1.

b. On or about February 6, 2023, Founder-1 responded to Persona-2 that Founder-1 had let Founder-2, "who I work with and who handles finances, know to get an invoice done." Founder-2 subsequently prepared an invoice from Canadian Company-1 to Czech Shell Entity-1, which Founder-2 transmitted to Founder-1, and which Founder-1 then emailed to Persona-1. In Founder-1's February 6, 2023 response to Persona-1, Founder-1 also advised that Founder-1 had reached out to Commentator-1 and "will be speaking with him today." With respect to Commentator-2, Founder-1 cautioned that a contract would likely cost "well over 2 million a year." The next day, on or about February 7, 2023, Persona-1 responded that "Mr Grigorian" — misspelling the name of Persona-1's purported employer, Eduard Grigoriann — was "OK with over \$2m as long as we get the right person on board, under the right conditions." Founder-1 agreed to contact Commentator-2 as well.

c. On or about February 8, 2023, Founder-1 reported to Persona-1 on Founder-1's outreach to Commentator-1 and Commentator-2. Founder-1 advised that Commentator-1 said "it would need to be closer to 5 million yearly for him to be interested," and that Commentator-2 said "it would take 100k per weekly episode to make it worth his while." Founder-1 cautioned that "from a profitability standpoint, it would be very hard for Viewpoint [*i.e.*, the initial public-facing name of the new venture] to recoup the costs for the likes of [Commentator-1] and

[Commentator-2] based on ad revenue from web traffic or sponsors alone.” Despite Founder-1’s warning that Commentator-1 and Commentator-2 would not be profitable to employ, on or about February 14, 2023, Persona-1 informed Founder-1 that “[w]e would love to move forward with [Commentator-1 and Commentator-2].”

d. On or about February 17, 2023, Founder-1 sent an email introducing Commentator-2 to “Eduard Grigoriann,” Persona-1, and Persona-2. The parties arranged a call between Commentator-2 and “Eduard Grigoriann,” which took place on or about February 22, 2023. In scheduling the call, Commentator-2 requested that “Eduard Grigoriann” call Commentator-2’s cellphone. Instead, Persona-2 asked that the call take place on WhatsApp or Zoom. Both applications offer encrypted communications and the ability to place voice calls through voice-over-IP technology capable of obfuscating the physical location of a caller.

e. On or about February 22, 2023, Founder-1 emailed Persona-1 that Founder-1 had spoken with Commentator-2, who was “happy with the licensing arrangement that was discussed” on Commentator-2’s call with “Eduard Grigoriann.” Founder-1 continued, however, that Commentator-2 “still would like to know more about the company and who he will be working with.” Founder-1 added that Founder-1 had “assured [Commentator-2] that as we finalize the contract and begin working to put his show together and coordinate the launch, everyone will have time to get to know each other better and feel less like strangers!”

f. On or about February 28, 2023, Founder-1 emailed Persona-1 that Founder-1 had spoken with Commentator-1, who would “like some material about Mr Grigoriann to learn a bit about who [Commentator-1 would] be working with.” Founder-1 asked if there were “any links (press release, interviews, LinkedIn, profiles, etc) we can forward” Commentator-1 about “Eduard Grigoriann.” On or about March 2, 2023, Persona-1 responded to Founder-1’s email,

writing that Persona-1 was unsure that “Mr. Grigoriann . . . gave out any public interviews, but you could send [Commentator-1] our LinkedIn page,” with a hyperlink to a LinkedIn page for Viewpoint Productions. Persona-1 also attached a receipt for another \$8,000 money transfer from Czech Shell Entity-1 to Canadian Company-1.

g. On or about April 21, 2023 and again on or about April 24, 2023, Founder-1 performed Google searches for “Eduard Grigoriann” and for “[Bank-1] Eduard Grigoriann.” As of in or about August 2024, neither Google search returns any results for a person by that name, much less any webpages describing an “Eduard Grigoriann” as a finance professional affiliated with Bank-1.

h. On or about April 24, 2023, Founder-1 emailed Persona-1 that Commentator-1 was “really insisting on seeing some materials (profile, article, whatever) on Eduard before [Commentator-1] feels comfortable moving forward. Is there anything we can provide [Commentator-1] with?” Persona-1 responded that “we’ll send you a profile on Mr. Grigoriann that you could send over to [Commentator-1].”

i. On or about May 4, 2023, Persona-1 emailed Founder-1 “the CV” to provide to Commentator-1. That profile is reproduced with redactions and blurring below:

The Fake “Eduard Grigoriann” Profile



j. Bank-1’s affiliate in the United States has no record of an “Eduard Grigoriann” ever being employed by Bank-1. Nor, as set forth above, do Google searches for “[Bank-1] Eduard Grigoriann” yield any results for a person by that name.

16. Other irregularities in Founder-1's email correspondence further signaled that "Eduard Grigoriann" and his purported representatives, Persona-1 through Persona-3, were all fake personas. For example:

a. By on or about February 16, 2023, Persona-1 had misspelled the surname of his purported boss as "Grigorian" (rather than "Grigoriann") in at least four separate emails to Founder-1.

b. On or about February 10, 2023, Persona-3 sent an email to a potential influencer, copying Founder-1, and signed the email as "Eduard Grigoriann," rather than as Persona-3. After the email recipient expressed confusion as to whether the sender was "Eduard Grigoriann" or Persona-3, Persona-3 quickly responded, in part, "Eduard forwarded this email to me and asked me to replay [sic] on his behalf."

17. Digital forensic evidence further confirms that "Eduard Grigoriann" and Persona-1 through Persona-3 (*i.e.*, the various "investor" personas) were, in truth and in fact, the same individual. For example, on approximately 39 occasions between in or about November 2023 and in or about July 2024, email accounts used by "Eduard Grigoriann" and Persona-1 to communicate with Founder-1 were accessed from the same Internet Protocol ("IP") address at around the same time. As another example, on or about January 10, 2023, Persona-1 emailed the text of a draft email to Persona-2, which Persona-2 then pasted into a new email and sent to Founder-1 from Persona-2's email account.

18. Founder-1 transmitted the "Eduard Grigoriann" profile to Commentator-1 to persuade Commentator-1 to perform work on behalf of "Eduard Grigoriann." On or about May 12, 2023, Founder-1 reported to Persona-1 that Commentator-1 had "a problem with the profile we sent over, specifically the reference to 'social justice.' I think it may be because that's usually

a term used by liberals, but we're trying to create a conservative network." Founder-1 suggested that "[Commentator-1] and Eduard could simply speak together" to clarify the profile.

19. On or about June 2, 2023, "Eduard Grigoriann" circulated an email to Founder-1 and to Commentator-1's assistant, scheduling a Zoom meeting for "05:00 PM Paris" that day. (In prior email correspondence, Founder-1 represented to another potential commentator that "Eduard Grigoriann" was based in "Paris.") At approximately 8:58 a.m. Central Time that day, "Eduard Grigoriann" replied to his earlier email: "I am there guys." The time, in fact, was 3:58 p.m. in Paris — but it was 4:58 p.m. in Moscow. Approximately two minutes later, "Eduard Grigoriann" performed a Google search for "time in Paris." "Eduard Grigoriann" then replied again to his email, in part: "Sorry, wrong hour. Didn't sync the calendar."

20. After further negotiations, in which Founder-2 also participated, Founder-1 and the purported representatives of "Eduard Grigoriann" secured contracts with Commentator-1 and Commentator-2. Specifically:

a. Commentator-1's contract, which was between Commentator-1's production company and U.S. Company-1, provided for "four weekly videos" to be hosted by Commentator-1 and livestreamed by U.S. Company-1. In exchange for a monthly fee of \$400,000, plus a \$100,000 signing bonus and an additional performance bonus, Commentator-1's production company agreed that "any and all content created . . . under this Agreement shall be the property of" U.S. Company-1.

b. Commentator-2's contract, which was between Commentator-2's production company and U.S. Company-1, provided for weekly videos to be hosted by Commentator-2 and livestreamed by U.S. Company-1. In exchange for a fee of \$100,000 per video, Commentator-2's production company granted U.S. Company-1 "a non-exclusive, non-

transferable . . . license, during the applicable License Term, to display, transmit, and distribute the Licensed Content.”

***Founder-1 and Founder-2 Negotiate The
U.S. Company-1 Contract with the “Russians”***

21. In or about mid-2023, as Founder-1 worked to recruit Commentator-1 and Commentator-2 to perform work on behalf of “Eduard Grigoriann,” Founder-1 began negotiating an expanded role for Founder-1 and Founder-2 and U.S. Company-1 in their developing enterprise, as set forth below.

22. On or about March 31, 2023, Persona-1 emailed Founder-1 “a draft of the new contract that we would like to offer.” Persona-1 described the new contract as consisting of two stages: “[t]he pre-talent-signing, where your scope of work is similar to now,” and “the post-talent-signing, which is after we sign [Commentator-2] and [Commentator-1], with your help.” Persona-1 advised that “the scope of your work will grow substantially to include managing the channel” in the “post-talent-signing” phase, with “new areas of responsibility and our new offered compensation.” In a subsequent email, on or about April 14, 2023, Persona-1 informed Founder-1 that the “management and marketing” for the new platform’s social media accounts would “be done by the Russian firm we agreed to hire,” but “[y]ou will of course be the CEO and set the working standard and path for them to follow, and possibly you could hire a few more people from your side to further handle the operational side of things.” On or about April 17, 2023, Founder-1 replied, in part, that Founder-1 was “happy to work with the Russian firm.” As set forth below, this “Russian firm” consisted of KALASHNIKOV and AFANASYEVA, who later monitored and directed U.S. Company-1’s activities under the guise of an outside editing firm.

23. Founder-2 worked closely with Founder-1 to negotiate their expanded business arrangement with “Eduard Grigoriann.” For example, in private messages on Discord on or about

April 28, 2023, Founder-2 messaged Founder-1 that “[t]hey [*i.e.*, the investors] also have full rights to the IP,” and “[s]o if we grow” the platform, “they can still technically take it away.” Founder-1 replied that the “french” clarified that “we own the channel, but they own the rights to the content,” and “so in the event of a split, I think we’d either need to pay them out for the rights or remove the videos,” “but we’d keep the platform,” *i.e.*, U.S. Company-1.

24. Founder-2 also helped Founder-1 recruit additional commentators to work for U.S. Company-1 and “Eduard Grigoriann.” For example, on or about May 22, 2023, Founder-1 messaged Founder-2 on Discord that Founder-1 needed to send “a prospectus for the company” to a potential commentator (“Commentator-3”). Founder-2 responded with proposed talking points for the prospectus and added: “Though I think we should probably borrow some of Gregorian’s [sic] language here.” Commentator-3 later agreed to work for U.S. Company-1.

25. On or about May 12, 2023, Founder-1 sent an email to Persona-1 in which Founder-1 proposed that “we . . . keep the contract between us with my Canadian company ([Canadian Company-1]), but for [Commentator-2]’s contract, it will be through our American subsidiary, [U.S. Company-1].” In a subsequent email on or about May 19, 2023, Founder-1 explained that Founder-1 wished for “my personal payment [to] be under [Canadian Company-1] but the payments for the influencers go directly to [U.S. Company-1].”

26. On or about June 13, 2023, consistent with Founder-1’s proposal, Persona-1 emailed Founder-1 a final “service agreement” that named Founder-1, Canadian Company-1, and U.S. Company-1 as the service providers. The contract provided for a monthly fee of \$8,000 for the “first stage,” a monthly fee of \$25,000 per month for the “second stage” after signing Commentator-1 and Commentator-2, and additional performance incentives and commissions for “engagements closed with talents.” The “client” named on the contract was neither “Eduard

Grigoriann” nor Hungarian Shell Entity-1 nor Czech Shell Entity-1, but rather an entity based in the United Kingdom (“U.K. Shell Entity-1”) that has no website. After forwarding the contract to Founder-2 and discussing it with Founder-2 on Discord, Founder-1 signed the contract.

27. Despite describing U.S. Company-1’s investor to Commentator-1 and Commentator-2 as “Eduard Grigoriann,” a purported finance professional in Western Europe, Founder-1 and Founder-2 admitted to each other in their private communications that their “investors” were, in truth and in fact, the “Russians” — the same term that Founder-1 and Founder-2 previously used to refer to RT while working directly under contract with RT, as described above. On or about May 27, 2023, Founder-1 messaged Founder-2 on Discord: “I’m gonna ask the russians about hiring [Producer-2] this coming week.” Approximately two days later, Founder-1 messaged Producer-2 on Discord: “Here’s a list of responsibilities I sent over to the investors to approve bringing you on, waiting to hear back on timeline, salary.” On or about August 8, 2023, Persona-1 informed Founder-1 and Founder-2 in Discord that their request to hire a “producer/booker” (*i.e.*, Producer-2) was “approved.”

Founder-1 and Founder-2 Await Payment from Moscow

28. On or about May 31, 2023, KALASHNIKOV created a private Discord server containing a channel initially comprised solely of KALASHNIKOV, Founder-1, and Persona-1 (the “Investor Discord Channel”).² KALASHNIKOV employed the Discord username “kostya_k,” which includes a variant of his first name (“kostya”) and the first initial of his last

² In order to use the Discord messaging platform, Discord users must first create or join a server. Servers are then broken down into sub-categories, or “channels,” through which users can communicate with each other by chat, voice, or video. Among other things, users can send messages to an entire channel, which can be viewed or read by the full membership of that channel, or users can send direct messages to other Discord users, which can be viewed only by the recipient.

name (“k”). On approximately 38 occasions between in or about December 2023 and in or about January 2024, KALASHNIKOV’s Discord account was accessed from a Moscow-based IP address that was also used to access KALASHNIKOV’s personal Gmail account on approximately 10 occasions.

29. On or about June 21, 2023, Founder-2 joined the Investor Discord Channel, describing Founder-2’s role as “mostly helping with the company’s back end of things while [Founder-1] focuses on the more forward-facing aspects.” In the Investor Discord Channel, Founder-1, Founder-2, and Persona-1 (purporting to act on behalf of “Eduard Grigoriann”) discussed major decisions for U.S. Company-1, such as the hiring of staff, contract negotiations with contributors (including Commentator-1 and Commentator-2), and payments to U.S. Company-1 and commentators. KALASHNIKOV monitored and occasionally participated in those discussions.

30. Founder-2 also used the Investor Discord Channel to, among other things, submit U.S. Company-1’s invoices to Persona-1, and to press for payment of those invoices. For example, on or about September 11, 2023, at approximately 8:07 p.m. Central Time, Founder-2 wrote in the Investor Discord Channel: “Today marks two weeks since I submitted the invoice for August. Any idea for the delay? We are signing the large contracts and need to be certain we will get the funding to pay these people.” Persona-1 did not immediately respond. While awaiting a reply from Persona-1, Founder-1 searched for the then-current time in Moscow. Specifically, at approximately 8:50 p.m. Central Time on or about September 11, 2023, Founder-1 searched on Google: “time in Moscow.” The time was, in fact, approximately 4:50 a.m. in Moscow. Approximately three days later, on or about September 14, 2023, Founder-1 followed up in the

Investor Discord Channel, writing: "Hey @[Persona-1], just wanted to follow up and see if your finance department has any update on the transfers."

***KALASHNIKOV and AFANASYEVA Begin Operations
at U.S. Company-1***

31. As U.S. Company-1 prepared to launch in the fall of 2023, consistent with Persona-1's instruction to Founder-1 to work with the "Russian firm we agreed to hire," Founder-1 introduced KALASHNIKOV to U.S. Company-1 employees and affiliates as an outside editor hired by U.S. Company-1's investor. In this role, KALASHNIKOV monitored U.S. Company-1's internal communications and edited content published by U.S. Company-1, without disclosing that he was an RT employee. KALASHNIKOV also introduced his fellow RT employee AFANASYEVA to provide additional day-to-day direction to U.S. Company-1 employees and commentators, as set forth below.

32. On or about August 2, 2023, Founder-1 created a Discord server for use by U.S. Company-1 employees, associates, and contributors (the "U.S. Company-1 Discord Server"). In the weeks that followed, Founder-1 subdivided the U.S. Company-1 Discord Server into various Discord channels, including channels for individual contributors and their teams to discuss production-related matters, a channel to discuss pitches and story concepts, and channels for the production team to post videos for publication by U.S. Company-1. Founder-1 added KALASHNIKOV to most of these Discord channels, typically introducing KALASHNIKOV as an editor. For example:

a. On or about August 7, 2023, Founder-1 created a Discord channel for the production of videos by one of the six commentators listed on U.S. Company-1's website ("Commentator-4") and told Commentator-4 that KALASHNIKOV "is heading up the editing team, so you and him can start to discuss how to get started working together." Through this

channel on the U.S. Company-1 Discord Server, KALASHNIKOV requested raw footage from Commentator-4, and later shared an edited version of Commentator-4's first video for U.S. Company-1.

b. KALASHNIKOV similarly participated in a Discord channel on the U.S. Company-1 Discord Server for another commentator listed on U.S. Company-1's website ("Commentator-5"). Communications on that channel included, among other things, KALASHNIKOV requesting raw footage from Commentator-5 and sharing an edited video.

c. On or about November 9, 2023, Founder-1 messaged Producer-2 on Discord, in part, that "Eduard hired Kostyas team" — in other words, that "Eduard Grigoriann" had hired KALASHNIKOV's purported editing team.

33. On or about August 17, 2023, KALASHNIKOV informed Founder-1 that KALASHNIKOV had added "Helena Shudra," whom KALASHNIKOV described as a member of "my team" who would be "coordinating the editing team," to the U.S. Company-1 Discord Server.

a. Digital forensic evidence confirms that "Helena Shudra" was, in truth and in fact, AFANASYEVA, an employee of RT. For example, the email account used to register the "Helena Shudra" Discord account bears a Russian web domain and the email handle "afalena1997," which is composed of the first three letters of AFANASYEVA's surname ("afa"), a variant of AFANASYEVA's first name ELENA ("lena"), and AFANASYEVA's birth year ("1997"). Moreover, between in or about February 2024 and in or about March 2024, the "Helena Shudra" Discord account was accessed approximately 173 times from a Moscow-based IP address that was also used to access AFANASYEVA's personal Gmail address on approximately 12 occasions. On approximately 163 occasions, that same IP address was also used to access the

“Victoria Pesti” Discord account, which, as set forth below, was another fake persona used by AFANASYEVA at U.S. Company-1.

b. AFANASYEVA (as “Helena Shudra”) initially adopted a similar editorial role as KALASHNIKOV; for example, in communications on the U.S. Company-1 Discord Server, “Helena Shudra” solicited raw footage from and circulated edited videos for review by Commentator-4. After the public launch of U.S. Company-1, however, AFANASYEVA used the “Helena Shudra” persona and the “Victoria Pesti” persona to push RT messaging through U.S. Company-1 and expand its viewership, as set forth below.

AFANASYEVA Steers U.S. Company-1 Marketing and Messaging for RT

34. On or about November 1, 2023, one of the six commentators listed on U.S. Company-1’s website (“Commentator-6”) posted a video on YouTube announcing the launch of U.S. Company-1. In the video, Commentator-6 explained that U.S. Company-1 was a “project” of Founder-1 and Founder-2, who were “trying to build a new platform for independent media” with an initial lineup of six content creators, namely, Commentator-1 through Commentator-6.

35. After the public launch of U.S. Company-1, AFANASYEVA, using her covert personas “Helena Shudra” and “Victoria Pesti,” aggressively advanced RT’s investment in U.S. Company-1 in at least two ways.

36. First, AFANASYEVA demanded that Founder-1 press U.S. Company-1’s hired commentators to share U.S. Company-1 content with the commentators’ pre-existing audiences — thus magnifying the impact of RT’s messaging through U.S. Company-1. For example:

a. On or about February 16, 2024, AFANASYEVA (as “Helena Shudra”) messaged Founder-1 on Discord: “I do worry that neither [Commentator-3] nor [Commentator-1] share any raw videos posted on X. [Commentator-2] shared only one video this week.

[Commentator-4] didn't share any raw videos, she only shared her mini doc and its promo. [Commentator-5] is good at sharing our content so far." AFANASYEVA then asked: "[D]o you think it would be possible if [Producer-1] could start posting videos a bit earlier?" Founder-1 responded that Founder-1 would "talk to [Producer-1] about posting earlier," and in fact did so. A few days later, AFANASYEVA (as "Helena Shudra") again messaged Founder-1: "Is [Producer-1] going to post things earlier today? . . . I think we need to post things earlier and ask [the commentators'] media managers to share raw videos (with subtitles) posted on [U.S. Company-1] X. At least one share per day. Not one share per week." Founder-1 replied that Founder-1 "asked [Producer-1] to share at least once per day with the creators," but noted that the commentators were not contractually obligated to share U.S. Company-1 content. AFANASYEVA (as "Helena Shudra") responded: "I know this is not an obligation, but we are falling behind with numbers and we need to make our best so the creators can share one raw video per day at least for now."

b. With Founder-1's assistance, AFANASYEVA amplified her request that U.S. Company-1's commentators promote U.S. Company-1 content by repeating that request through a second fake persona, "Victoria Pesti." On or about February 21, 2024, AFANASYEVA (as "Helena Shudra") messaged Founder-1 on Discord: "Please make invite for Victoria" — referring to an invitation for the new "Victoria Pesti" account to join the U.S. Company-1 Discord Server. After Founder-1 responded that Founder-1 had already sent the invitation "yesterday," AFANASYEVA (as "Helena Shudra") replied, "Sorry I thought you would send it to me here" — thus implying that AFANASYEVA was operating both the "Helena Shudra" and "Victoria Pesti" accounts. Founder-1 then assured AFANASYEVA that Founder-1 would "intro Victoria to the chat and restate the importance of social sharing." The next day, as promised, Founder-1 posted a message to the U.S. Company-1 Discord Server, introducing "Victoria Pesti" from "our investor's

team.” AFANASYEVA (as “Victoria Pesti”) announced that “[f]rom now on our top priority should be establishing [U.S. Company-1] social media presence and we do ask you to start sharing [U.S. Company-1] posts through your own accounts daily.”

37. Second, with Founder-1 and Founder-2’s backing, AFANASYEVA directed U.S. Company-1 staff to publish specific content that AFANASYEVA identified. On or about January 15, 2024, Founder-1 wrote in a channel on the U.S. Company-1 Discord Server (the “Producer Discord Channel”) comprised of AFANASYVEA, KALASHNIKOV, Founder-1, Founder-2, Producer-1, Producer-2, and Producer-3: “[Helena] is going to start creating customized videos for us to post on our socials of viral content that’s floating around.” Between in about January 2024 and in or about June 2024, AFANASYVEA posted links to approximately 841 video clips, which were routinely posted by U.S. Company-1 staff onto U.S. Company-1’s social media channels. On occasion, U.S. Company-1 staff privately contacted Founder-1 or Founder-2 to push back on AFANASYEVA’s content and were rebuffed. For example:

a. On or about February 15, 2024, AFANASYEVA (as “Helena Shudra”) shared with U.S. Company-1 a video of a well-known U.S. political commentator visiting a grocery store in Russia. AFANASYEVA posted the video in the Producer Discord Channel. Later that day, Producer-1 privately messaged Founder-2 on Discord: “They want me to post this” — referencing the video that AFANASYEVA had posted — but “it just feels like overt shilling.” Founder-2 replied that Founder-1 “thinks we should put it out there.” Producer-1 acquiesced, responding, “alright I’ll put it out tomorrow.”

b. As another example, on or about March 22, 2024, AFANASYEVA (as “Helena Shudra”) shared in the Producer Discord Channel a video of the March 22, 2024 terrorist attack on a music venue in Moscow, which killed approximately 145 people and injured hundreds

more. Producer-1 privately messaged Founder-1, writing: “I don’t know if you saw it, but they want me to post some footage from an attack in Moscow today. There’s a watermark in the middle of the page that’s blurred, which looks bad, and it’s also pretty graphic. You can see people getting shot, albeit from far away.” Founder-1 did not push back on the content of the clip, but replied in the Producer Discord Channel: “I’m not sure it’s a good idea to blur out someone’s watermark.” AFANASYEVA (as “Helena Shudra”) then assured the group that “[i]t’s fine no worries. It falls under fair use.” Producer-1 and Producer-2 found a video clip of the attack without a watermark and posted the clip to X, satisfying AFANASYEVA’s request.

c. The next day, on or about March 23, 2024, AFANASYEVA (as “Helena Shudra”) privately messaged Founder-1 on Discord asking that “one of our creators . . . record something about [the] Moscow terror attack.” Despite public reporting that the foreign terrorist organization ISIS had claimed responsibility for the attack, AFANASYEVA requested that U.S. Company-1 blame Ukraine and the United States, writing: “I think we can focus on the Ukraine/U.S. angle. . . . [T]he mainstream media spread fake news that ISIS claimed responsibility for the attack yet ISIS itself never made such statements. All terrorists are now detained while they were heading to the border with Ukraine which makes it even more suspicious why they would want to go to Ukraine to hide.” Founder-1 responded that Founder-1 would ask Commentator-3, and, the next day, confirmed that Commentator-3 said “he’s happy to cover it.”

38. By in or about June 2024, Founder-1 authorized AFANASYEVA and KALASHNIKOV to post content directly on U.S. Company-1’s platform, bypassing U.S. Company-1 employees altogether. Specifically, on or about June 12, 2024, in a Discord message, Founder-1 informed Producer-1 that “going forward,” “Helena’s team,” *i.e.*, AFANASYEVA and KALASHNIKOV, would “be posting their own vids directly” to U.S. Company-1’s social media

accounts. Founder-1 thus gave AFANASYEVA and KALASHNIKOV unfettered access to serve RT messaging to U.S. Company-1's audiences.

***U.S. Company-1 Receives Nearly \$10 Million
From Foreign Shell Entities***

39. Founder-1 and Founder-2 profited from their unregistered services to RT:

a. Starting in approximately August 2023, Founder-1 and Founder-2 typically submitted two invoices each month to Persona-1 on the Investor Discord Channel: one invoice for U.S. Company-1's expenses, such as its payments to its commentators, and another invoice for Founder-1 and Founder-2's own fees and commissions. Between in or about August 2023 and in or about June 2024, Founder-1 and Founder-2 invoiced U.K. Shell Entity-1 more than \$9.3 million for U.S. Company-1's expenses, which they asked to be paid to the U.S. Company-1 Bank Account. Founder-1 and Founder-2 also invoiced U.K. Shell Entity-1 more than \$760,000 for their own fees and commissions, some of which they asked to be paid to Canadian Company-1's bank account in Canada, and some of which they asked to be paid to the U.S. Company-1 Bank Account in the United States.

b. After Founder-1 and Founder-2 transmitted their monthly invoices to Persona-1 on the Investor Discord Channel, Persona-1 typically acknowledged receipt and confirmed payment. Between in or about October 2023 and in or about August 2024, the U.S. Company-1 Bank Account received approximately 30 wire transfers from foreign entities totaling approximately \$9.7 million. U.S. Company-1 disbursed most of these funds to its contracted commentators, including approximately \$8.7 million to the production companies of Commentator-1, Commentator-2, and Commentator-3 alone. Consistent with Founder-1's February 8, 2023 warning to Persona-1 that "it would be very hard . . . to recoup the costs for the likes of [Commentator-1] and [Commentator-2] based on ad revenue from web traffic or sponsors

alone,” U.S. Company-1’s foreign wire transfers far exceeded its receipts of advertising revenue. Indeed, the approximately \$9.7 million that U.S. Company-1 received from foreign wire transfers represented nearly 90% of all the deposits into the U.S. Company-1 Bank Account from in or about October 2023 to in or about August 2024.

40. U.S. Company-1 received its 30 inbound wire transfers from seven foreign entities — none of which were U.S. Company-1’s contract counterparty, U.K. Shell Entity-1. Three of the remitting entities (“Turkish Shell Entity-1” through “Turkish Shell Entity-3”) listed identical addresses at an office building in Istanbul, Turkey. Three of the remitting entities (“U.A.E. Shell Entity-1,” “U.A.E. Shell Entity-2,” “U.A.E. Shell Entity-3”) listed different addresses in Dubai and Ras Al-Khaimah, United Arab Emirates. And the last remitting entity (“Mauritius Shell Entity-1”) listed an address in Mauritius. Of the seven foreign entities, only U.A.E. Shell Entity-1, U.A.E. Shell Entity-2, and Mauritius Shell Entity-1 have websites.

41. Like the website of Czech Shell Entity-1, the websites of U.A.E. Shell Entity-1, U.A.E. Shell Entity-2, and Mauritius Shell Entity-1 reflect seemingly odd and inconsistent information. For example, Mauritius Shell Entity-1 appears to maintain two websites using nearly identical domain names; one claims to supply agricultural products, and the other purports to be a digital marketing agency. As another example, the website of U.A.E. Shell Entity-1 states, in part: “Our company is always happy to create and implement new projects on the market. We are ready to provide a full range of services from creating a project to bringing it to the world’s top ratings.” And the website of U.A.E. Shell Entity-2 claims to provide a random array of services ranging from “construction projects,” to “[a]nalysis of investment attractiveness,” to “yacht consultancy,” as well as the sale of textile products, electronic goods, and jewelry. The websites of U.A.E. Shell Entity-1, U.A.E. Shell Entity-2, and Mauritius Shell Entity-1 make no mention of “Eduard

Grigoriann,” U.K. Shell Entity-1 (U.S. Company-1’s purported contract counterparty), Persona-1, Persona-2, Persona-3, Viewpoint Productions, Hungarian Shell Entity-1, or Czech Shell Entity-1.

42. Contrary to U.S. Company-1’s invoices, which reflect fees for staff and commentators (as well as Founder-1 and Founder-2’s commissions), the wire notes of many of U.S. Company-1’s inbound wire transfers ascribe the payments to the purchase of electronics. For example, the wire note for Turkish Shell Entity-1’s \$318,800 wire payment to U.S. Company-1 on March 1, 2024 read: “BUYING GOODS-INV.013-IPHONE 15 PRO MAX 512GB.”

43. To deliver funds into the U.S. Company-1 Bank Account, each of U.S. Company-1’s 30 inbound international wire transfers — which totaled nearly \$10 million, as set forth above — utilized a correspondent bank in Manhattan, New York.³

44. According to records of the FARA Unit, neither U.S. Company-1, nor Founder-1, nor Founder-2 has ever registered as a foreign agent with the Attorney General.

STATUTORY ALLEGATIONS

COUNT ONE

(Conspiracy to Violate the Foreign Agents Registration Act)

45. From at least in or about December 2022 through at least in or about September 2024, in the Southern District of New York, Russia, and elsewhere, KOSTIANTYN KALASHNIKOV, a/k/a “Kostya,” and ELENA AFANASYEVA, a/k/a “Lena,” the defendants, and others known and unknown, knowingly and intentionally did combine, conspire, confederate, and agree, together and with each other, to commit an offense against the United States, to wit, to knowingly and willfully act and cause U.S. Company-1, Founder-1, and Founder-2 to act as agents

³ Foreign banks often use U.S. banks, in which the foreign bank maintains a “correspondent account,” to facilitate international money transfers involving the United States or denominated in U.S. Dollars.

of foreign principals without registering with the Attorney General, in violation of Title 22, United States Code, Sections 612 and 618.

46. It was a part and an object of the conspiracy that KOSTIANTYN KALASHNIKOV, and ELENA AFANASYEVA, a/k/a "Lena," the defendants, and others known and unknown, would and did knowingly and willfully act and cause U.S. Company-1, Founder-1, and Founder-2 to act as agents of foreign principals without registering with the Attorney General, as required by law, in violation of Title 22, United States Code, Sections 612 and 618.

Overt Acts

47. In furtherance of the conspiracy and to effect the illegal object thereof, KOSTIANTYN KALASHNIKOV, a/k/a "Kostya," and ELENA AFANASYEVA, a/k/a "Lena," the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. In or about August 2023, KALASHNIKOV added AFANASYEVA to the U.S. Company-1 Discord Server.

b. In or about 2024, AFANASYVEA circulated to U.S. Company-1 staff approximately 841 video clips, which were routinely posted onto U.S. Company-1's social media channels.

c. In or about June 2024, Founder-1 authorized AFANASYEVA and KALASHNIKOV to post content directly on U.S. Company-1's platform.

d. Between in or about October 2023 and in or about August 2024, members of the conspiracy caused U.S. Company-1 to receive approximately 30 international wire transfers

from foreign shell entities in furtherance of the conspiracy, each of which was processed by a correspondent bank in the Southern District of New York.

(Title 18, United States Code, Section 371.)

COUNT TWO
(Conspiracy to Commit Money Laundering)

The Grand Jury further charges:

48. The allegations contained in paragraphs 1 through 44 of this Indictment are incorporated as though fully set forth herein.

49. From at least in or about December 2022 through at least in or about September 2024, in the Southern District of New York, Russia, and elsewhere, KOSTIANTYN KALASHNIKOV, a/k/a "Kostya," and ELENA AFANASYEVA, a/k/a "Lena," the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated, and agreed, together and with each other, to commit money laundering, in violation of Title 18, United States Code, Section 1956(a)(2)(A).

50. It was a part and an object of the conspiracy that KOSTIANTYN KALASHNIKOV, a/k/a "Kostya," and ELENA AFANASYEVA, a/k/a "Lena," the defendants, and others known and unknown, would and did 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, to wit, felony violations of the Foreign Agents Registration Act, in violation of Title 18, United States Code, Section 1956(a)(2)(A).

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

FORFEITURE ALLEGATIONS

51. As a result of committing the offense alleged in Count One of this Indictment, KOSTIANTYN KALASHNIKOV, a/k/a "Kostya," and ELENA AFANASYEVA, a/k/a "Lena," the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of said offense, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offense.

52. As a result of committing the offense alleged in Count Two of this Indictment, KOSTIANTYN KALASHNIKOV, a/k/a "Kostya," and ELENA AFANASYEVA, a/k/a "Lena," the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any and all property, real and personal, involved in said offense, or any property traceable to such property, including but not limited to a sum of money in United States currency representing the amount of property involved in said offense.

Substitute Assets Provision


53. If any of the above-described forfeitable property, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property.

(Title 18, United States Code, Sections 981 and 982;
Title 21, United States Code, Section 853; and
Title 28, United States Code, Section 2461.)


FOREPERSON


DAMIAN WILLIAMS
United States Attorney