

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Holding a Criminal Term

Grand Jury Sworn in on June 14, 2024

UNITED STATES OF AMERICA : CRIMINAL NO.
 :
 v. : VIOLATIONS:
 :
 DIMITRI SIMES, and : COUNT 1:
 ANASTASIA SIMES, : 50 U.S.C. § 1705
 : (Conspiracy to Violate the International
 Defendants. : Emergency Economic Powers Act);
 :
 : COUNT 2:
 : 50 U.S.C. § 1705
 : (International Emergency Economic
 : Powers Act Violations);
 :
 : COUNT 3:
 : 18 U.S.C. § 1956(h)
 : (Conspiracy to Commit International
 : Money Laundering);
 :
 : FORFEITURE:
 : 18 U.S.C. §§ 981, 982; 21 U.S.C. § 853(p);
 : and 28 U.S.C. § 2461(e)
 :

Case: 1:24-cr-00404
Assigned to: Judge Mehta, Amit P.
Assign Date: 9/4/2024
Description: INDICTMENT (B)

INDICTMENT

The Grand Jury charges that, at all times material to this Indictment, on or about the dates and times stated below:

Introduction

1. Beginning no later than June 2022 and continuing through the present, **DIMITRI SIMES, ANASTASIA SIMES**, and others engaged in a scheme to violate the International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C. §§ 1701-1707, by providing services to

and for the benefit of, and receiving funds from, Joint Stock Company (“JSC”) Channel One Russia (“Channel One Russia”), which was sanctioned by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). **DIMITRI SIMES, ANASTASIA SIMES,** and others further conspired to transfer the funds from a Russian bank, JSC Rosbank (“Rosbank”), through Armenia to the United States to conceal and disguise the nature, location, source, ownership, and control of the proceeds.

2. Specifically, after OFAC sanctioned Channel One Russia on May 8, 2022, **DIMITRI SIMES,** a U.S. citizen, continued to provide services, including hosting and producing the television program “The Great Game” for Channel One Russia, and received compensation and services from Channel One Russia, knowing that it was unlawful to do so. In total, **DIMITRI SIMES** received over \$1 million from Channel One Russia since it was sanctioned by OFAC.

3. **DIMITRI SIMES** received funds from Channel One Russia at a Rosbank account, including after OFAC sanctioned Rosbank on December 15, 2022, in addition at accounts at other financial institutions. **DIMITRI SIMES** and **ANASTASIA SIMES** transferred a portion of the Channel One Russia funds from Rosbank to an account held by **DIMITRI SIMES** and **ANASTASIA SIMES** in the United States through an intermediary financial institution in Armenia. Among other things, **DIMITRI SIMES** and **ANASTASIA SIMES** used the funds received from Channel One Russia to pay for property in the United States. At no time did **DIMITRI SIMES** and **ANASTASIA SIMES** disclose their activities involving Channel One Russia and Rosbank to, or obtain approval for such activities from, OFAC, which is located in the District of Columbia.

Co-Conspirators

4. The co-conspirators in this scheme include the defendants listed below, and others:

- a. **DIMITRI SIMES** is a U.S. citizen and resident of Moscow, Russia, and Huntly, Virginia, and is married to **ANASTASIA SIMES**. In or around September 2022, **DIMITRI SIMES** obtained Russian citizenship. He has not initiated formal action to renounce his U.S. citizenship. **DIMITRI SIMES** departed the United States on or about October 25, 2022, using a U.S. passport, and to date has not returned.
- b. **ANASTASIA SIMES** is a dual U.S. and Russian citizen and resident of Moscow, Russia, and Huntly, Virginia. She last entered the United States on a U.S. passport on or about February 15, 2024, and returned to Russia on or about April 17, 2024.
- c. Neither **DIMITRI SIMES** nor **ANASTASIA SIMES** applied for or obtained a license from OFAC, located in the District of Columbia.

The Russia Sanctions Regime

5. IEEPA authorizes the President of the United States to declare a national emergency through Executive Order (“E.O.”) to deal with unusual and extraordinary threats to the national security and foreign policy of the United States. Under IEEPA, it is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of any order, license, regulation, or prohibition issued pursuant to the IEEPA. 50 U.S.C. § 1705(a), (c).

6. On April 15, 2021, pursuant to IEEPA, the President issued E.O. 14024, which declared a national emergency with respect to certain harmful foreign activities undertaken by the Russian Federation. To address this national emergency, the President blocked all property and interests in property that were then or thereafter came within the United States or the possession or control of any U.S. person or of individuals determined by the Secretary of the Treasury or the

Secretary of State to meet one or more enumerated criteria, including persons and entities determined to be controlled or owned by, or to have acted or purported to act for or on behalf of, directly or indirectly, the Government of Russia.

7. To implement E.O. 14024, OFAC issued the “Russian Harmful Foreign Activities Sanctions Regulations,” 31 C.F.R. Part 587. *See* 86 Fed. Reg. 20,249. The regulations provide that the names of persons designated by OFAC pursuant to E.O. 14024, and whose property and interests in property are therefore blocked, are published in the Federal Register and incorporated into the Specially Designated Nationals and Blocked Persons List (“SDN List”), which is published on OFAC’s website. *See* 31 C.F.R. § 587.201, Note 1.

8. E.O. 14024 prohibits, among other things, U.S. persons from transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of a designated person identified on the SDN List. E.O. 14024 § 1. These prohibitions include the making of any contribution or provision of funds, goods, or services by, to, or for the benefit of, or the receipt of funds, goods, or services from, a designated person identified on the SDN List. *Id.* § 2. Any transaction that evades or avoids, or has the purpose of evading or avoiding, or causes a violation of E.O. 14024 is further prohibited. *Id.* § 4.

9. As defined, “property” and “property interest” include, but are not limited to, money, checks, drafts, bullion, bank deposits, debts, evidences of title, ownership, or indebtedness, services of any nature whatsoever, contracts of any nature whatsoever, and any other property, real, personal, or mixed, tangible or intangible, or interests therein, present, future, or contingent. 31 C.F.R. § 587.311.

10. “U.S. person” is defined as a United States citizen, lawful permanent resident, entity organized under the law of the United State or any jurisdiction within the United States

(including foreign branches), or any person in the United States. 31 C.F.R. § 587.314.

11. On May 8, 2022, following Russia's full-scale, unprovoked invasion of Ukraine, OFAC designated Channel One Russia pursuant to E.O. 14024 for being owned or controlled by, or for having acted or purported to act for or on behalf of, directly or indirectly, the Government of Russia.

12. On December 15, 2022, OFAC designated Rosbank pursuant to E.O. 14024 for operating in the financial services sector of the Russian Federation economy.

13. It is a violation of IEEPA for a U.S. person to transact with Channel One Russia and Rosbank without authorization from OFAC in the form of a license. 50 U.S.C. § 1705(a); E.O. 14024 § 1; 31 C.F.R., Part 587.

DIMITRI SIMES's Employment by Channel One Russia

14. On or about May 25, 2018, **DIMITRI SIMES** entered into a contract with Channel One Russia in which he agreed to, among other things, serve as a host of a Channel One Russia television program, which was later named "The Great Game"; transfer the exclusive program rights to Channel One Russia; not take part in Russian media interviews, Russian television advertising, or other Russian television programs without the permission of Channel One Russia; follow the instructions of Channel One Russia regarding the execution and distribution of sponsorship materials and advertisements; and work on other issues as agreed to with Channel One Russia. Under the May 2018 contract, Channel One Russia agreed to pay **DIMITRI SIMES** a salary of \$67,814 per month.

15. As part of his compensation, Channel One Russia further agreed to provide **DIMITRI SIMES** with, *inter alia*, hotel accommodations in Moscow, Russia; business-class tickets to and from Washington, D.C., and Moscow, Russia; health insurance; a team of Channel

One Russia employees and contractors; and to engage in efforts to promote **DIMITRI SIMES's** “positive image” in mass media.

16. Since 2018, **DIMITRI SIMES** has executed multiple contract renewals and has continuously hosted “The Great Game.” Two of those contract renewals were executed after OFAC sanctioned Channel One Russia on May 8, 2022. In total, Channel One Russia has paid **DIMITRI SIMES** at least \$3,590,000, including over \$1 million after OFAC designated Channel One Russia, placing it on the SDN List.

Knowledge of Sanctions

17. After OFAC added Channel One Russia to the SDN List, in or around May 2022, **DIMITRI SIMES** acknowledged the imposition of U.S. sanctions on Channel One Russia and the consequences of violating such sanctions. Specifically, **DIMITRI SIMES** told Channel One Russia’s Deputy General Director (“Individual 1”) that the United States had imposed sanctions against Russian television channels, including Channel One Russia. **DIMITRI SIMES** told Individual 1 that he understood that because of these sanctions, he had “absolutely no right to appear on federal channels. Even for free, even just in the format of an interview. Moreover, a violation is considered a criminal offense.”

18. On or about May 13, 2022, **DIMITRI SIMES** wrote Individual 1 that the imposition of sanctions on Channel One Russia “makes it impossible for federal channels to operate in the United States. It also prohibits U.S. citizens and residents from providing services to channels, even if the services are limited to interviews and are provided free of charge.”

19. From in or around May 2022 to June 2022, **DIMITRI SIMES** discussed with Individual 1 his desire to apply for a “license” to continue working for Channel One Russia. In or around June 2022, **DIMITRI SIMES** told Individual 1 that working for Channel One Russia

without a license could “create problems.”

20. Similarly, in or around August 2022, **ANASTASIA SIMES** acknowledged that Channel One Russia was “under sanctions.”

COUNT ONE

(50 U.S.C. § 1705)

(Conspiracy to Violate the International Emergency Economic Powers Act)

The Sanctions Scheme

21. From no later than in or around June 2022 and continuing through the present, in the District of Columbia and elsewhere, the defendants,

**DIMITRI SIMES and
ANASTASIA SIMES,**

and others, did knowingly and intentionally conspire and agree with each other and others to violate IEEPA by providing services to and for the benefit of Channel One Russia, an entity designated by OFAC and identified on the SDN List pursuant to E.O. 14024, by receiving funds from Channel One Russia, and by evading the prohibitions set forth in E.O. 14024, without obtaining a license from OFAC, which is located in the District of Columbia.

Manner and Means

22. **DIMITRI SIMES, ANASTASIA SIMES,** and others carried out the conspiracy through the following manner and means:

- a. **DIMITRI SIMES** provided services to Channel One Russia after it was sanctioned, including by hosting and producing the television program “The Great Game”; managing Channel One Russia production and editing staff; coordinating with the Government of Russia regarding the content of “The Great Game” and receiving content instructions through Individual 1; co-leading the establishment of a project that included an “analytical

center”; and working on other issues as agreed upon with Channel One Russia.

- b. **DIMITRI SIMES** received funds and services from Channel One Russia after it was sanctioned, including monthly salary payments totaling over \$1 million; a personal car and driver; a stipend for an apartment in Moscow, Russia; health insurance; business-class plane tickets between Washington, D.C., and Moscow, Russia; a team of ten employees, including an assistant; and efforts by Channel One Russia to promote his “positive image” in mass media.
- c. **DIMITRI SIMES** and **ANASTASIA SIMES**, for the purpose of concealing the origin of the funds received from Channel One Russia, established accounts at an Armenian financial institution (“Armenian Financial Institution 1”), through which Channel One Russia funds were transferred from Rosbank to accounts at a U.S. financial institution (“U.S. Financial Institution 1”) that were jointly owned by **DIMITRI SIMES** and **ANASTASIA SIMES**.

Acts in Furtherance of the Conspiracy

23. **DIMITRI SIMES, ANASTASIA SIMES,** and others took the following overt acts, among others, to further the conspiracy:

Hosting and Production of “The Great Game” for Channel One Russia

24. On or about June 30, 2022, despite not having obtained a license from OFAC, **DIMITRI SIMES** told Individual 1 he was ready to immediately return to his duties as a host on Channel One Russia.

25. On or about July 4, 2022, **DIMITRI SIMES** hosted “The Great Game” on Channel One Russia. He continued to do so on a weekly basis until at least in or around August 2024.

Coordination with the Government of Russia

26. Between in or around June 2022 and March 2023, **DIMITRI SIMES** reported to Individual 1 his meetings with the Russian Ministry of Foreign Affairs (“MFA”), the Russian Security Council, and the Russian General Staff.

27. On or about July 5, 2022, **DIMITRI SIMES** relayed to Individual 1 that he had received a call from the Russian Presidential Administration (“PA”)—the executive office of the President of the Russian Federation—regarding U.S. sanctions against Channel One Russia and that the PA had instructions to help “as clearly and quickly as possible.” **DIMITRI SIMES** noted the PA had been in contact with the Russian MFA.

28. In or around April 2023, **DIMITRI SIMES** told Individual 1 about his recent “The Great Game” interview with a former U.S. government official and predicted the interview would “raise the prestige of [Channel One Russia] and receive the support of the [Russian] leadership.” **DIMITRI SIMES** stated that the same interview was proof that “even the American establishment understands that Crimea is ours.”

29. On or about June 17, 2023, **DIMITRI SIMES** told Individual 1 that he had received a call from the Kremlin Press Secretary stating that Russian President Vladimir Putin would call later that day. **DIMITRI SIMES** later confirmed that the call with President Vladimir Putin had taken place and described it as “very positive with an agreement on the upcoming meeting.”

30. In or around July 2023, Individual 1 provided **DIMITRI SIMES** instructions regarding coverage of a recent Ukrainian-ascribed attack on the Crimean Bridge. These

instructions included a request to show “less of the specific damage” and instead focus on showing that “the bridge structure has survived.” The request also noted an impending “FSB message on this topic.” The Federal Security Service (“FSB”) is the principal state security agency of the Russian Federation.

31. On or about December 25, 2023, **DIMITRI SIMES** was honored by the Government of Russia for his work on “The Great Game.” **DIMITRI SIMES** and his co-host were named as recipients of the “Government of Russia 2023 Award for Achievements in the Field of Mass Media” for “reporting and analyzing the events in the zone of the special military operation and hot spots in the planet.” The order specified that the Ministry for Digital Technology, Communication, and Mass Media of Russia would provide the laureates with “certificates and diplomas” and a monetary award.

32. In or around January 2024, Individual 1 conveyed to **DIMITRI SIMES** a request to “run back-to-back two statements from Kyiv” regarding a potential mobilization and lack of military personnel. Individual 1 stated this request was for “ALL programs” and came from “you know where.”

Additional Channel One Russia Initiatives

33. From in or around March 2023 to January 2024, **DIMITRI SIMES** collaborated with Individual 1 on an unnamed project that would work under the “patronage of the Channel One Russia General Director,” who would serve as a guarantor of “quality and political loyalty.” The project would be led by **DIMITRI SIMES** and Individual 1 and would involve the use of Social Media Entity 1, Encrypted Messaging Application 1, radio programming, and potentially, a digital or on-air channel, along with an “analytical center” (“the Center”) to direct the work of the project. On or about March 9, 2023, **DIMITRI SIMES** sent an email to a Russian MFA

official. In the email, **DIMITRI SIMES** explained that the Center would “study the actions of the United States in the international arena and the domestic political situation in the United States” and focus “on providing the most effective response to American actions and the most effective defense of Russian interests.” Specifically, the Center would emphasize “actions which would convince America not to commit hostile acts against Russia, and when necessary, neutralize these acts.”

34. In or around January 2024, **DIMITRI SIMES** wrote Individual 1 that the project would work as a “public working laboratory for creating and attempting to formulate new rules in the new multi-polar world order.” While the Center would appear as independent from the Government of Russia, **DIMITRI SIMES** stated it would “unequivocally support the Russian president’s direction in foreign policy and state security.”

35. On or about March 11, 2024, **DIMITRI SIMES** discussed with Individual 1 **DIMITRI SIMES**’s desire to work with Channel One Russia to produce a documentary titled “Threat 2024.” **DIMITRI SIMES** described a focus of the documentary as “how the crusade against Russia became Trotsky’s belated revenge.”

Contracts with Channel One Russia

36. On or about June 30, 2022, **DIMITRI SIMES** entered into a contract with Channel One Russia governing the transfer of the exclusive rights for services provided to Channel One Russia from July 1, 2022, to July 31, 2022, in the amount of \$67,814.

37. On or about September 15, 2022, **DIMITRI SIMES** entered into a supplemental agreement with Channel One Russia, pursuant to which Channel One Russia was to pay **DIMITRI SIMES** in rubles deposited into Rosbank Account 1.

38. On or about a date unknown, **DIMITRI SIMES** entered into a supplemental

agreement, pursuant to which Channel One Russia agreed to rent an apartment for **DIMITRI SIMES** for up to approximately \$4,000 per month, provide a car with a driver, provide a team of ten people to work under **DIMITRI SIMES**, and compensate **DIMITRI SIMES** for differential tax treatment by awarding bonus payments.

39. On or about December 26, 2023, when negotiating a new contract with Channel One Russia, **DIMITRI SIMES** asked Individual 1 for a 20% salary increase, citing the unfavorable exchange rate of Russian rubles to U.S. dollars. **DIMITRI SIMES** noted that “it is in dollars that I have to pay my U.S. taxes and mortgage and other expenses for my house in excess of \$10,000 per month.”

Concealment of Channel One Russia Funds

40. From in or around June 2022 through January 2024, after OFAC sanctioned Channel One Russia, Channel One Russia paid **DIMITRI SIMES** at least \$1 million.

41. On or about July 15, 2022, \$10,000 was transferred from **DIMITRI SIMES**'s account at Rosbank to an account at U.S. Financial Institution 1 that was held jointly by **ANASTASIA SIMES** and **DIMITRI SIMES** (“Account 1”).

42. On or about July 20, 2022, **ANASTASIA SIMES** wrote an employee of Rosbank (“Rosbank Employee 1”), “our 🤝🤝🤝 came, everything is fine 🍌.” Rosbank Employee 1 responded, “Hooray!!!!!! Anastasia) excellent 🍌🌟.” **ANASTASIA SIMES** wrote back, “Yes! Found a loophole))).”

43. On or about August 12, 2022, **ANASTASIA SIMES** wrote to another individual, “I’m now considering the possibility of filing taxes in advance. The difficulty is that our current accountant has refused to work with us, because no one wants to have anything to do with income from Russia (and with Channel One, which is under sanctions) and so far I haven’t found a

replacement.”

44. On or about October 17, 2023, Rosbank Employee 1 sent **ANASTASIA SIMES** a photograph of a credit card from Armenian Financial Institution 1 bearing the name “Dimitri Konstantin Simes.” That same day, **ANASTASIA SIMES** wrote Rosbank Employee 1, “Hooray! A transfer went through, looks like, hallelujah!”

45. On or about October 18, 2023, \$900 was transferred from Armenian Financial Institution 1 to U.S. Financial Institution 1 Account 1.

46. On or about November 2, 2023, **ANASTASIA SIMES** wrote to Rosbank Employee 1, “[w]e decided to transfer 100 t [thousand] from the dollar account. Can you please? And when will the Armenians have them.”

47. On or about November 7, 2023, **ANASTASIA SIMES** wrote to Rosbank Employee 1, “[t]he money has not yet reached the Armenians. Is it ok?”

48. On or about November 8, 2023, **ANASTASIA SIMES** wrote to Rosbank Employee 1, “The \$\$\$ is still not here...maybe you can check where it got stuck?” Rosbank Employee 1 replied, “The correspondent bank has requested proof of income, now it has been sent to them, everything should be fine.”

49. On or about November 9, 2023, **ANASTASIA SIMES** again wrote to Rosbank Employee 1, “So far, there hasn’t been anything yet...could you please check?” Rosbank Employee 1 replied, “[w]e’re waiting . . . the money was sent immediately from Rosbank.”

50. On or about November 13, 2023, **ANASTASIA SIMES** wrote to Rosbank Employee 1, “[g]ood morning! The transfer went through! Hurrah! Can I be reminded what to do next? Before sending a transfer to America? After all, there are still a couple of steps there.”

51. On or about November 15, 2023, \$112,000.00 was transferred from Armenian

Financial Institution 1 to another account held jointly by **DIMITRI SIMES** and **ANASTASIA SIMES** at U.S. Financial Institution 1 (“Account 2”).

52. On or about December 4, 2023, **ANASTASIA SIMES** attempted to transfer approximately \$76,786 from Rosbank Account 1 to Armenian Financial Institution 1.

53. On or about December 5, 2023, \$81,111.00 was transferred from Armenian Financial Institution 1 to U.S. Financial Institution Account 2.

54. Between in or around October 2023 and the present, **DIMITRI SIMES** and **ANASTASIA SIMES** transferred at least \$380,000 from Armenian Financial Institution 1 to U.S. Financial Institution 1 Accounts 1 and 2.

(In violation of Title 50, United States Code, Section 1705)

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

55. The allegations in Paragraphs 1 through 54 of this Indictment are incorporated and re-alleged by reference.

56. From no later than in or around June 2022 and continuing through the present, within the District of Columbia and elsewhere, the defendants,

DIMITRI SIMES and
ANASTASIA SIMES,

both U.S. persons, did knowingly and willfully provide funds, goods, and services to and for the benefit of Channel One Russia, an entity that OFAC had designated and identified on the SDN List pursuant to E.O. 14024, receive funds, goods, and services from Channel One Russia, and evade the prohibitions set forth in E.O. 14024, without first having obtained a license from OFAC, which is located in the District of Columbia.

(In violation of Title 50, United States Code, Section 1705)

COUNT THREE
(18 U.S.C. § 1956(h))
(Conspiracy to Commit International Money Laundering)

57. The allegations in Paragraphs 1 through 54 of this Indictment are incorporated and re-alleged by reference.

58. From no later than in or around June 2022 and continuing through the present, within the District of Columbia and elsewhere, the defendants,

DIMITRI SIMES and
ANASTASIA SIMES,

did knowingly and intentionally conspire and agree with each other and others to transport, transmit, and transfer, monetary instruments and funds to a place in the United States from and through a place outside the United States, knowing that the monetary instrument or funds involved in the transportation, transmission, and transfer represented the proceeds of violations of IEEPA and knowing that such transportation, transmission, and transfer was designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity, that is, a violation of IEEPA, contrary to Title 18, United States Code, Section 1956(a)(2)(B)(i).

(In violation of Title 18, United States Code, Section 1956(h))

FORFEITURE ALLEGATIONS

59. Upon conviction of the offense alleged in Counts One and Two of this Indictment, the defendants shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to this offense, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section § 2461(c).

60. Upon conviction of the offense alleged in Count Three of this Indictment, the defendants shall forfeit to the United States any property, real or personal, which constitutes or is

derived from proceeds traceable to this offense, pursuant to Title 18, United States Code, Section 982(a)(1).

MONEY JUDGMENT

61. In the event of conviction, the United States may seek a money judgment.

SUBSTITUTE ASSETS

62. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendant:


- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- 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 that cannot be divided without difficulty;

the defendant shall forfeit to the United States any other property of the defendant, up to the value of the property described above, pursuant to Title 21, United States Code, Section 853(p).

(Criminal Forfeiture, pursuant to Title 18, United States Code, Section 981(a)(1)(C); Title 18, United States Code, Section 982(a)(1); Title 28, United States Code, Section 2461(c); and Title 21, United States Code, Section 853(p)).

A TRUE BILL

FOREPERSON


MATTHEW M. GRAVES
ATTORNEY FOR THE UNITED STATES
IN AND FOR THE DISTRICT OF COLUMBIA