

AO 245E (Rev. 12/03) Judgment in a Criminal Case for Organizational Defendants
Sheet 1

UNITED STATES DISTRICT COURT

For The _____ District of _____ Columbia

UNITED STATES OF AMERICA
V.

Suez Rajan Limited

JUDGMENT IN A CRIMINAL CASE
(For Organizational Defendants)

CASE NUMBER: CR 23-088-02 (CJN)(SEALED)

Christopher Man
Defendant Organization's Attorney

FILED

MAY 02 2023

Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

THE DEFENDANT ORGANIZATION:

pleaded guilty to count(s) 1 of the information filed on 3/17/2023

pleaded nolo contendere to count(s) _____
which was accepted by the court.

was found guilty on count(s) _____
after a plea of not guilty.

The organizational defendant is adjudicated guilty of these offenses:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
50 USC § 1705	Conspiracy to Violate IEEPA	2/28/2022	1

The defendant organization is sentenced as provided in pages 2 through 6 of this judgment.

The defendant organization has been found not guilty on count(s) _____

Count(s) _____ is are dismissed on the motion of the United States.

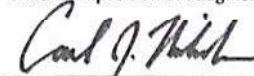
It is ordered that the defendant organization must notify the United States attorney for this district within 30 days of any change of name, principal business address, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant organization must notify the court and United States attorney of material changes in economic circumstances.

Defendant Organization's
Federal Employer ID No. N/A

4/19/2023
Date of Imposition of Judgment

Defendant Organization's Principal Business Address

Trust Company Complex
Ajeltake Road, Ajeltake Island, Majuro,
Marshall Islands, MH 96990


Signature of Judge

CARL J. NICHOLS
Name of Judge

USDC JUDGE
Title of Judge

4/27/2023
Date

Defendant Organization's Mailing Address:

Suez Rajan Limited
c/o Empire Navigation Inc.
88 Vouliagmenis Avenue
Elliniko, 167 77 Athens-Greece

DEFENDANT ORGANIZATION: Suez Rajan Limited
CASE NUMBER: CR 23-088-02 (CJN)(SEALED

PROBATION

The defendant organization is hereby sentenced to probation for a term of :
Three (3) years probation as to count 1

The defendant organization shall not commit another federal, state or local crime.

If this judgment imposes a fine or a restitution obligation, it is a condition of probation that the defendant organization pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant organization must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page (if indicated below).

See attached Terms of Corporate Probation

STANDARD CONDITIONS OF SUPERVISION

- 1) within thirty days from the date of this judgment, the defendant organization shall designate an official of the organization to act as the organizations's representative and to be the primary contact with the probation officer;
- 2) the defendant organization shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 3) the defendant organization shall notify the probation officer ten days prior to any change in principal business or mailing address;
- 4) the defendant organization shall permit a probation officer to visit the organization at any of its operating business sites;
- 5) the defendant organization shall notify the probation officer within seventy-two hours of any criminal prosecution, major civil litigation, or administrative proceeding against the organization;
- 6) the defendant organization shall not dissolve, change its name, or change the name under which it does business unless this judgment and all criminal monetary penalties imposed by this court are either fully satisfied or are equally enforceable against the defendant's successors or assignees; and
- 7) the defendant organization shall not waste, nor without permission of the probation officer, sell, assign, or transfer its assets.

DEFENDANT ORGANIZATION: Suez Rajan Limited

CASE NUMBER: CR 23-088-02 (CJN)(SEALED)

CRIMINAL MONETARY PENALTIES

The defendant organization must pay the following total criminal monetary penalties under the schedule of payments on Sheet 4.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
TOTALS	\$ 400.00	\$ 2,457,467.90	\$

- The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.
- The defendant organization shall make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant organization makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
TOTALS	\$ <u>0.00</u>	\$ <u>0.00</u>	

- Restitution amount ordered pursuant to plea agreement \$ _____
- The defendant organization shall pay interest on restitution or a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 4 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).
- The court determined that the defendant organization does not have the ability to pay interest, and it is ordered that:
 - the interest requirement is waived for the fine restitution.
 - the interest requirement for the fine restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

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ADDITIONAL TERMS FOR CRIMINAL MONETARY PENALTIES

The financial obligations are immediately payable to the Clerk of the Court for the U.S. District Court, 333 Constitution Ave NW, Washington, DC 20001. Within 30 days of any change of address, you shall notify the Clerk of the Court of the change until such time as the financial obligation is paid in full.

EXHIBIT

[Terms of Corporate Probation]

1. Defendant Suez Rajan Limited (the “Company”) shall cooperate fully with the Office of the United States Attorney for the District of Columbia and the National Security Division of the United States Department of Justice (“NSD”) (collectively, “the Government” or “the Offices”) in any and all matters relating to the conduct described in the Plea Agreement with the Company (hereinafter referred to as “the Agreement”) and the Statement of Offense and other conduct investigated by the Offices, at any time during the term of the Agreement, subject to applicable law and regulations, until the conclusion of the Company’s term of corporate probation.

2. At the request of the Offices, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of the Company, its parent company or its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in the Agreement and Statement of Offense and other conduct investigated by the Offices or any other component of the Department of Justice at any time during the term of corporate probation, subject to all applicable laws and regulations. The Company’s cooperation pursuant to this paragraph is subject to applicable laws and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company must provide to the Offices a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company bears the burden of establishing the validity of any such assertions. The Company agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

- a. The Company shall truthfully disclose all factual information with respect to its activities concerning the conduct described in the Statement of Offense, and those of the Company’s present and former directors, officers,

employees, agents, contractors and consultants, including any evidence or allegations and internal or external investigations, about which the Company has or at any time gains any knowledge, or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company.

- b. Upon request of the Offices, the Company shall designate knowledgeable employees, agents, or attorneys to provide to the Offices the information and materials described above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.
- c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials or other federal court proceedings, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.
- d. The Company shall use due diligence and good faith efforts to identify additional witnesses who, to the Company's knowledge, may have material

information concerning the Company's conduct as described in the Statement of Offense, and notify the Offices thereof.

- e. With respect to any information, testimony, documents, records or other tangible evidence provided to the Offices pursuant to the Agreement, the Company consents to any and all disclosures to other governmental authorities, including United States authorities and those of a foreign government, of such materials as the Offices, in their sole discretion, shall deem appropriate.
- f. The Company shall provide information, materials, and testimony as necessary or requested to identify or to establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence in any criminal or judicial proceeding.

3. In addition to the obligations above, during the term of corporate probation, should the Company's board of directors, officers, senior management or legal and compliance personnel learn of non-frivolous evidence or allegations of any violation of U.S. sanctions laws or regulations by the Company or any of its employees acting within or outside of the scope of their employment, the Company shall promptly report such evidence or allegations to the Offices. The Company shall likewise bring to the Offices' attention any administrative, regulatory, civil, or criminal proceeding or investigation of the Company relating to sanction laws of any other jurisdiction. Nothing in the Agreement shall be construed to require the Company to produce any information, documents, records or tangible evidence that are protected by the attorney-client privilege, the work product doctrine, or other applicable confidentiality, criminal or data protection laws, or are subject to the rules and regulations of the Company's regulators regarding the disclosure of confidential

supervisory information, or to otherwise take any steps in violation any applicable laws and regulations.

4. The Company represents that it has implemented and will continue to implement a compliance program designed to prevent and detect violations of U.S. sanctions laws and regulations, including IEEPA, throughout its operations, that are subject to sanctions administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”).

5. In order to address any deficiencies in its sanctions compliance program, the Company represents that it has undertaken, and will continue to undertake in the future, the following sanctions compliance obligations:

- a. Continue to screen U.S. dollar transactions and currency conversions that transit the United States or any transactions involving U.S. persons against OFAC’s Specially Designated Nationals and Blocked Persons List;
- b. Continue to not knowingly undertake any transactions prohibited by U.S. sanctions laws and regulations;
- c. Continue to complete global sanctions training, covering United States, United Nations, United Kingdom, and European Union sanctions and trade control laws for all relevant employees;
- d. Continue to apply and implement compliance procedures and training designed to ensure that the Company’s compliance officer in charge of sanctions is made aware in a timely manner of attempts by any person or entity (including, but not limited to, the Company’s employees, customers, financial institutions, companies, organizations, groups, or persons) to circumvent or evade U.S. sanctions laws;

- e. Within 30 days of the execution date of the Agreement, the Company shall notify employees with responsibility for sanctions compliance of the Company's compliance obligations under the Agreement and the criminal conduct admitted to in the Statement of Offense and shall certify to the Offices in the Company's first Quarterly Report that such notification has been completed and shall provide the Offices with a copy of such notice.

Corporate Compliance Reporting

6. For the term of its corporate probation, the Company shall provide the Offices with Quarterly Reports within thirty days after the end of each calendar quarter ("Quarterly Reports") describing the status of the Company's continued improvements to its sanctions compliance programs as required by the Agreement. The Quarterly Reports must include specific and detailed accounts of the Company's sanctions and compliance improvements and shall identify any violations of U.S. sanctions laws that have come to the attention of the Company's legal and compliance personnel during the reporting period. In the event the Offices find that there exists a change of circumstances sufficient to eliminate the need for any portion of the reporting requirements set forth in this paragraph, the Offices may, in their sole discretion, choose to suspend or terminate the reporting requirements in whole or in part. As the reports may include proprietary, financial, confidential, and competitive business information, and as public disclosure could impede government investigations, these reports shall remain non-public except as otherwise agreed to by the parties in writing. The Offices in their sole discretion may determine that disclosure would further the discharge of their duties and responsibilities or is otherwise required by law, and under such circumstances may disclose the reports after providing the Company notice

of their intent to disclose (but not the identity of party to whom the disclosure will be made) and an opportunity to be heard as to any necessary redactions or other concerns.

7. During the term of the Company's corporate probation, the Offices, as they deem necessary and upon request to the Company, shall, subject to applicable laws and regulations: (a) be provided by the Company with access to any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or other electronic records, including emails, of the Company and its personnel, representatives, agents, and affiliates that it controls relating to any matters described or identified in the Quarterly Reports; and (b) have the right to interview any officer, employee, agent, consultant, or representative of the Company concerning any non-privileged matter described or identified in the Quarterly Reports.

8. The Company shall notify the Offices of any criminal, civil, administrative or regulatory investigation, inquiry, or action, of the Company or its current directors, officers, employees, consultants, representatives, and agents related to the Company's compliance with U.S. sanctions laws and regulations, to the extent permitted by the agency conducting the investigation or action and applicable laws and regulations, including, without limitation, rules and regulations regarding the disclosure of confidential supervisory information. To the extent necessary to fulfill this requirement, the Company shall immediately seek the approval of such regulators to disclose such criminal, civil, administrative or regulatory investigation, inquiry or action to the Offices. Subject to approval by its regulators, it is understood that the Company shall promptly notify the Offices of (a) any deficiencies, failings, or matters requiring attention with respect to the Company's sanctions compliance program identified in an examination report by any regulator within 10 business days of approval from such regulator to share such information; and (b) any steps taken or planned to be taken by the Company to address the identified deficiency,

failing, or matter requiring attention. The Offices may, in their sole discretion, direct the Company to provide other reports about its sanctions compliance program as warranted.