

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

R&A International Trading Inc.
d/b/a R&A International Logistics
175-57 148th Road
Jamaica, NY 11434

15-BIS-0002

Rukhsana Kadri
a/k/a Roxanne Kadri
11651 SW 26th Ct.
Davie, Florida 33330

15-BIS-0003

(consolidated)

and

c/o R&A International Trading Inc.
175-57 148th Road
Jamaica, NY 11434

Respondents

**ORDER RELATING TO R&A INTERNATIONAL TRADING
INC., D/B/A R&A INTERNATIONAL LOGISTICS, AND
RUKHSANA KADRI, A/K/A/ ROXANNE KADRI**

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified R&A International Trading Inc., doing business as R&A International Logistics, of Jamaica, New York (“R&A International”), and Rukhsana Kadri, also known as Roxanne Kadri, of Davie, Florida (“Kadri”), that it has initiated an administrative proceeding against R&A International and Kadri pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),¹ and Section 13(c) of the Export

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2016). The charged violations occurred in 2009-2012. The Regulations governing the violations at issue are found in the 2009-2012 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2016 Regulations set forth the procedures that apply to this matter.

Administration Act of 1979, as amended (the “Act”),² through the issuance of a Charging Letter to R&A International and Kadri that alleges that R&A International and Kadri violated the Regulations. Specifically, the charges are:

Charge 1 15 C.F.R. § 764.2(d) – Conspiracy

Beginning in or about October 2009, and continuing through at least May 2012, R&A International and Kadri, who at all pertinent times hereto was the owner and president of R&A International, conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations, namely, concealing and misrepresenting the identity of the exporter or U.S. principal party in interest (“USPPI”)³ on Shipper’s Export Declaration (“SED”) or Automated Export System (“AES”) records⁴ filed with the U.S. Government. Section 758.1(f) of the Regulations states in relevant part that “[W]hen an SED or AES record is presented to the U.S. Government, the signer or filer of the SED or AES record represents the following: . . . (3) All information shown on the SED or AES record is true, accurate, and complete.”

Specifically, R&A International and Kadri, who participated in and at all pertinent times hereto directed and controlled R&A International’s activities alleged herein, entered into a conspiracy with a New Jersey-based computer and electronics equipment distributor (“Company No. 1”), whereby R&A International would forward for export from the United States Company No. 1’s shipments of computer and electronic equipment, items subject to the Regulations, while concealing Company No. 1’s identity when filing SED or AES records with the U.S. Government. R&A International repeatedly filed SEDs and/or AES records with the U.S. Government that knowingly listed a false

² 50 U.S.C. §§ 4601-4623 (Supp. III 2015) (available at <http://uscode.house.gov>). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13,222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 7, 2015 (80 Fed. Reg. 48,233 (Aug. 11, 2015)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.) (2012).

³ “Principal parties in interest,” as defined in the Regulations, are those persons in a transaction that receive the primary benefit, monetary or otherwise, of the transaction. Generally, the principals in a transaction are the seller and the buyer. In most cases, the forwarding or other agent is not a principal party in interest. 15 C.F.R. § 772.1 (2009-2012). “Exporter” is defined as the person in the United States who has the authority of a principal party in interest to determine and control the sending of the items at issue out of the United States. *Id.*

⁴ Shipper’s Export Declarations and Automated Export System records are export control documents as defined in Section 772.1 of the Regulations (2009-2012).

exporter/USSPI and a false Exporter Identification Number ("EIN"). R&A International intentionally listed the name and EIN of one of its other customers ("Company No. 2"), without Company No. 2's knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1's substantial forwarding business. The conspiracy and continuing violations occurred over the course of approximately two and a half years and involved hundreds of transactions and items valued in total at approximately \$22 million.

On April 11, 2012, Respondents were contacted by BIS Special Agents seeking shipping records for six exports of computer equipment that listed Company No. 2 as the exporter/USPPI of record. Shortly thereafter, Respondents took additional overt steps to further the conspiracy. Respondents sought to enlist Company No. 2's involvement in the conspiracy in order to avoid detection by law enforcement and allow the unlawful scheme to continue. Kadri sent an e-mail to the president of Company No. 2 on April 16 2012, explaining in part that one of R&A International's customers was not allowed to ship a certain U.S. manufacturer's products overseas and as a result R&A International was using Company No. 2's name on shipping records. Company No. 2's president was asked to "[please] acknowledge that [Company No. 2] [is] aware" "if anyone [e]ver calls you or questions you."

Respondents continued their false and deceptive tactics when interviewed by BIS Special Agents on May 29, 2012. When questioned by the BIS Special Agents, two R&A International employees stated that Company No. 2 has two different product lines and two different methods of shipping, one for computer shipments and another for shipments of another type of item. These statements were false. Company No. 2 had, in fact, never sold or exported computer equipment. Later that same day, Kadri falsely told the Special Agents that Company No. 2 was a customer of Company No. 1 and often bought equipment from Company No. 1 for export with R&A International providing freight forwarding services in connection with these transactions. She further explained that some overseas customers and distributors of Company No. 2 would contact R&A International to order equipment supplied by Company No. 1, rather than contacting Company No. 2, and request that Company No. 2 be listed as the shipper or exporter of record. These statements also were false.

Prior to concluding the interview, the BIS Special Agents requested the production of documents showing communications between R&A International, Company No. 2 and its overseas customers referencing shipments of computer or electronics equipment and indicating that Company No. 2 was aware that its overseas customers were ordering such equipment and requesting that Company No. 2 be listed as the shipper or exporter of record. Two days later, on May 31, 2012, Respondents again changed their story in an email from Kadri to the case agent. While admitting that Company No. 2 was not involved in exporting computer equipment, Kadri asserted that the references to Company No. 2 as the exporter/USPPI of the computer equipment were the result of an

unnoticed error by R&A International. She explained that the computer equipment had been consolidated with shipments of Company No. 2's products, and that Company No. 2 inadvertently had been erroneously listed as the shipper or exporter of record because R&A International's database "generates AWB [air waybills], AES, Invoices & Billing according to one client code [number]." These statements also were false and designed to prevent detection of the conspiracy.

In so doing, Respondents violated Section 764.2(d) of the Regulations.

Charge 2 **15 C.F.R. § 764.2(g) – Misrepresentation of Facts through False Statements on Export Control Documents**

On at least 278 occasions between in or about January 2010, and in or about April 2012, Respondents made false statements to the U.S. Government in connection with the preparation, submission, and/or use of export control documents. Specifically, acting under Kadri's direction and/or control, on at least 278 occasions, R&A International filed Shipper's Export Declarations ("SED") or Automated Export System ("AES") records⁵ with the U.S. Government listing a false exporter or U.S. principal party in interest⁶ and a false Exporter Identification Number ("EIN"). The SED/AES filings correspond to exports from the United States of computer and electronic equipment, items subject to the Regulations, by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"), primarily to trading companies in the United Arab Emirates. Respondents listed the name and EIN of one of their other customers ("Company No. 2") without that customer's knowledge or consent, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled Respondents to obtain Company No. 1's substantial forwarding business.

In so doing, Respondents violated Section 764.2(g) of the Regulations.

Charge 3 **15 C.F.R. § 764.2(c) – Soliciting a False Statement During the Course of an Investigation**

On or about April 16, 2012, Respondents solicited the making of false statements to BIS during the course of an investigation.

As set forth in Charge 1, *supra*, Respondents had entered into a conspiracy in or about October 2009, whereby Respondents would forward for export from the United States shipments of computer and electronic equipment subject to the Regulations by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"), while

⁵ See note 4, *supra*.

⁶ See note 3, *supra*.

concealing Company No. 1's identity when filing Shipper's Export Declaration ("SED") or Automated Export System ("AES") records with the U.S. Government. As part of this conspiracy, from in or about October 2009 through at least April 2012, R&A International repeatedly filed SEDs and/or AES records with the U.S. Government that knowingly listed a false exporter or U.S. Principal Party in Interest ("USPPI") and a false Exporter Identification Number ("EIN").⁷ R&A International listed the name and EIN of one of its other customers ("Company No. 2"), without Company No. 2's knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1's substantial forwarding business. The conspiracy and continuing violations occurred over the course of more than two years and involved hundreds of transactions and items valued in total at approximately \$22 million.

On April 11, 2012, Respondents were contacted by BIS Special Agents seeking shipping records for six exports of computer equipment that listed Company No. 2 as the exporter/USPPI of record. BIS was seeking to determine, among other things, the exporter/USPPI for these transactions. Unknown to BIS, Respondents then sought to enlist Company No. 2's involvement in the conspiracy in order to avoid detection by law enforcement and in an effort to allow the unlawful scheme to continue. On or about April 16, 2012, Kadri sent an e-mail to the president of Company No. 2, explaining in part that one of R&A International's customers was not allowed to ship a certain U.S. manufacturer's products overseas and as a result R&A International was using Company No. 2's name on shipping records. Kadri asked Company No. 2's president to "[please] acknowledge that [Company No. 2] [is] aware" "if anyone [e]ver calls you or questions you."

In so doing, Respondents violated Section 764.2(c) of the Regulations.

Charge 4 15 C.F.R. § 764.2(g) – False Statements to BIS in the Course of an Investigation

Between on or about May 29, 2012, and on or about May 31, 2012, Respondents made a series of false or misleading statements to BIS in the course of an investigation.

As set in forth in Charge 1, *supra*, Respondents had entered into a conspiracy in or about October 2009, whereby Respondents would forward for export from the United States shipments of computer and electronic equipment subject to the Regulations by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"), while concealing Company No. 1's identity when filing Shipper's Export Declaration ("SED") or Automated Export System ("AES") records with the U.S. Government. As part of this conspiracy, from in or about October 2009 through at least April 2012, R&A

⁷ See notes 3 and 4, *supra*.

International repeatedly filed records with the U.S. Government that knowingly listed a false exporter or U.S. Principal Party in Interest (“USPPI”) and a false Exporter Identification Number (“EIN”).⁸ R&A International intentionally listed the name and EIN of one of its other customers (“Company No. 2”), without Company No. 2’s knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1’s substantial forwarding business.

On or about April 11, 2012, Respondents were contacted by BIS Special Agents seeking shipping records for six exports of computer equipment that listed Company No. 2 as the exporter/USPPI of record. BIS was seeking to determine, among other things, the exporter/USPPI for these transactions. Unknown to BIS, Respondents then sought to enlist Company No. 2’s involvement in the conspiracy in order to avoid detection by law enforcement and allow the unlawful scheme to continue. Kadri sent an e-mail to the president of Company No. 2 on April 16, 2012, explaining in part that one of R&A International’s customers was not allowed to ship a certain U.S. manufacturer’s products overseas and as a result R&A International was using Company No. 2’s name on shipping records. Kadri asked Company No. 2’s president to “[please] acknowledge that [Company No. 2] [is] aware” “if anyone [e]ver calls you or questions you.”

Subsequently, on May 29, 2012, BIS Special Agents visited R&A International’s offices as the investigation continued. When they questioned two R&A International employees, the BIS Special Agents were informed that Company No. 2 had two different product lines and two different methods of shipping, one for computer shipments and another for shipments of another type of items. These statements were false. Company No. 2 had, in fact, never sold or exported computer equipment.

Later that same day, the BIS Special Agents interviewed Kadri, who told the Special Agents that Company No. 2 was a customer of Company No. 1 and often bought equipment from Company No. 1 for export with R&A International providing freight forwarding services in connection with these transactions. She further explained that some overseas customers and distributors of Company No. 2 would contact R&A International to order equipment supplied by Company No. 1, rather than contacting Company No. 2, and request that Company No. 2 be listed as the shipper or exporter of record. These statements were false.

Prior to concluding their interview of Kadri on May 29, 2012, the BIS Special Agents requested the production of documents showing communications between Respondents, Company No. 2 and its overseas customers referencing shipments of computer or electronics equipment and indicating that Company No. 2 was aware that its overseas

⁸ See notes 3 and 4, *supra*.

customers were ordering computer and/or electronic equipment from R&A International and requesting that Company No. 2 be listed as the shipper or exporter of record.

Two days later, on May 31, 2012, Respondents made additional false statements to BIS as the investigation continued. Kadri sent an email to the BIS Special Agents on that date which admitted that Company No. 2 was not involved in exporting computer equipment, but contained false and misleading statements. She changed the explanation concerning the SED and AES records by falsely asserting in the May 31, 2012 email that the references to Computer No. 2 resulted from an unnoticed error on R&A International's part. She further falsely explained that the computer equipment had been consolidated with shipments of Company No. 2's products, and that Company No. 2 inadvertently had been listed as the shipper or exporter of record because R&A International's database "generates AWB [air waybills], AES, Invoices & Billing according to one client code [number]." Kadri also claimed that R&A International had corrected this purported database error.

BIS Special Agents conducted a final interview with Kadri on June 7, 2012. Despite the time she had had to reflect on and reconsider her prior false and misleading statements, Kadri did not correct those statements. Only after being informed by the BIS Special Agents that they had interviewed both Company No. 1 and Company No. 2 and had obtained a copy of her April 16, 2012 email to Company No. 2's president did Kadri admit that "we got caught, we did wrong, and we shouldn't have done what we did."

In so doing, Respondents violated Section 764.2(g) of the Regulations.

WHEREAS, BIS, R&A International, and Kadri have entered into a Settlement Agreement pursuant to Section 766.18(b) of the Regulations, whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein;

WHEREAS, I have approved of the terms of such Settlement Agreement; and

WHEREAS, in doing so, I have taken into consideration the admissions of liability by R&A International and Kadri set forth in the Settlement Agreement with regard to each of the charges at issue in this proceeding, as well as the guilty pleas entered by R&A International and Kadri and their convictions and sentences in a related criminal prosecution in the U.S. District Court for the Eastern District of New York ("Eastern District of New York");

IT IS THEREFORE ORDERED:

FIRST, R&A International and Kadri shall be assessed a civil penalty in the amount of \$500,000, for which they are jointly and severally liable, and which shall be binding on their successors and assigns. The payment of \$150,000 shall be made to the U.S. Department of Commerce in three installments of: \$75,000 no later than August 14, 2016; \$37,500 no later than February 14, 2017; and \$37,500 no later than August 14, 2017. Payment shall be made via wire transfer of immediately available funds or by certified check as specified in the instructions provided by BIS. Payment of the remaining \$350,000 shall be suspended for a period of five years from the date of this Order, and thereafter shall be waived, provided that during this five-year payment probationary period, R&A International and Kadri have committed no violation of the Act or the Regulations or order, license, or authorization issued thereunder, and have made full and timely payment of \$150,000 as set forth above, and have complied in full with the sentences imposed upon their convictions in the Eastern District of New York. If any of the three installment payments is not fully and timely made, any remaining scheduled installment payments and any suspended penalty may become due and owing immediately.

SECOND, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2000)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, R&A International and Kadri will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, the full and timely payment of the civil penalty in accordance with the payment schedule set forth above and compliance in full with the sentences imposed upon their convictions in the Eastern District of New York are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to R&A International and Kadri.

Accordingly, if R&A International and Kadri should fail to pay the civil penalty in a full and timely manner, the undersigned may issue an order denying all of R&A International's and Kadri's export privileges under the Regulations for a period of five years from the date of failure to make such payment. Failure to comply with their criminal sentences may result in the denial of R&A International's and Kadri's export privileges under the Regulations for a period of five years from the determination of non-compliance.

FOURTH, for a period of five (5) years from the date of this Order, R&A International Trading Inc., d/b/a R&A International Logistics, with a last known address of 175-57 148th Road, Jamaica, NY 11434, and Rukhsana Kadri, a/k/a Roxanne Kadri, with last known addresses of 11651 SW 26th Court, Davie, FL 33330, and 175-57 148th Road, Jamaica, NY 11434, and when acting for or on their behalf, their successors, assigns, representatives, agents, or employees (each a "Denied Person" and collectively the "Denied Persons"), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as "item") exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

- A. Applying for, obtaining, or using any license, license exception, or export control document;
- B. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations; or
- C. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations.

FIFTH, no person may, directly or indirectly, do any of the following:

- A. Export or reexport to or on behalf of a Denied Person any item subject to the Regulations;
- B. Take any action that facilitates the acquisition or attempted acquisition by a Denied Person of the ownership, possession, or control of any item subject to the Regulations that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby a Denied Person acquires or attempts to acquire such ownership, possession or control;
- C. Take any action to acquire from or to facilitate the acquisition or attempted acquisition from a Denied Person of any item subject to the Regulations that has been exported from the United States;

- D. Obtain from a Denied Person in the United States any item subject to the Regulations with knowledge or reason to know that the item will be, or is intended to be, exported from the United States; or
- E. Engage in any transaction to service any item subject to the Regulations that has been or will be exported from the United States and which is owned, possessed or controlled by a Denied Person, or service any item, of whatever origin, that is owned, possessed or controlled by a Denied Person if such service involves the use of any item subject to the Regulations that has been or will be exported from the United States. For purposes of this paragraph, servicing means installation, maintenance, repair, modification or testing.

SIXTH, after notice and opportunity for comment as provided in Section 766.23 of the Regulations, any person, firm, corporation, or business organization related to a Denied Person by affiliation, ownership, control, or position of responsibility in the conduct of trade or related services may also be made subject to the provisions of this Order.


SEVENTH, as authorized by Section 766.18(c) of the Regulations, the five-year denial period set forth above shall be suspended during a probationary period of five years under this Order, and shall thereafter be waived, provided that R&A International and Kadri have made full and timely payment of the civil penalty as set forth above, have complied in full with their criminal sentences, and have committed no other violation of the Act or the Regulations or any order, license, or authorization issued thereunder. If R&A International and Kadri do not make full and timely payment as set forth above, do not comply in full with their criminal sentences, or during this five-year probationary

period commit another violation of the Act or the Regulations or any order, license, or authorization issued thereunder, the suspension may be modified or revoked by BIS and a denial order including a five-year denial period activated against R&A International and Kadri.

EIGHTH, R&A International and Kadri shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Charging Letter or this Order. The foregoing does not affect R&A International's and Kadri's testimonial obligations in any other proceeding.

NINTH, the Charging Letter, the Settlement Agreement, and this Order shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.



David W. Mills
Assistant Secretary of Commerce
for Export Enforcement

Issued this 22 day of July, 2016.

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

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Rukhsana Kadri) 15-BIS-0003
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11651 SW 26 th Ct.)
Davic, Florida 33330)
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And)
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c/o R&A International Trading Inc.)
175-57 148 th Road)
Jamaica, NY 11434)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and among R&A International Trading Inc., doing business as R&A International Logistics, of Jamaica, New York ("R&A International"), Rukhsana Kadri, also known as Roxanne Kadri, of Davie, Florida ("Kadri"), and the Bureau of Industry and Security, U.S. Department of Commerce ("BIS") (collectively, the "Parties"), pursuant to Section 766.18(a) of the Export Administration Regulations (the "Regulations"),¹ issued pursuant to the Export

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2016). The charged violations occurred in 2009-2012. The Regulations governing the violations at issue are found in the 2009-2012 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2016 Regulations set forth the procedures that apply to this matter.

Administration Act of 1979, as amended (the "Act").²

WHEREAS, BIS has initiated administrative proceedings against R&A International and Kadri pursuant to the Act and the Regulations,

WHEREAS, BIS has issued a Charging Letter to R&A International and Kadri that alleges that R&A International and Kadri committed four violations of the Regulations, specifically:

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Beginning in or about October 2009, and continuing through at least May 2012, R&A International and Kadri, who at all pertinent times hereto was the owner and president of R&A International, conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations, namely, concealing and misrepresenting the identity of the exporter or U.S. principal party in interest ("USPPI")³ on Shipper's Export Declaration ("SED") or Automated Export System ("AES") records⁴ filed with the U.S. Government. Section 758.1(f) of the Regulations states in relevant part that "[W]hen an SED or AES record is presented to the U.S. Government, the signer or filer of the SED or AES record represents the following . . . (3) All information shown on the SED or AES record is true, accurate, and complete."

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shipments of computer and electronic equipment, items subject to the Regulations, while concealing Company No. 1's identity when filing SED or AES records with the U.S. Government. R&A International repeatedly filed SEDs and/or AES records with the U.S. Government that knowingly listed a false exporter/USPPI and a false Exporter Identification Number ("EIN"). R&A International intentionally listed the name and EIN of one of its other customers ("Company No. 2"), without Company No. 2's knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1's substantial forwarding business. The conspiracy and continuing violations occurred over the course of approximately two and a half years and involved hundreds of transactions and items valued in total at approximately \$22 million.

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were the result of an unnoticed error by R&A International. She explained that the computer equipment had been consolidated with shipments of Company No. 2's products, and that Company No. 2 inadvertently had been erroneously listed as the shipper or exporter of record because R&A International's database "generates AWB [air waybills], AES, Invoices & Billing according to one client code [number]." These statements also were false and designed to prevent detection of the conspiracy.

In so doing, Respondents violated Section 764.2(d) of the Regulations.

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On at least 278 occasions between in or about January 2010, and in or about April 2012, Respondents made false statements to the U.S. Government in connection with the preparation, submission, and/or use of export control documents. Specifically, acting under Kadri's direction and/or control, on at least 278 occasions, R&A International filed Shipper's Export Declarations ("SED") or Automated Export System ("AES") records⁵ with the U.S. Government listing a false exporter or U.S. principle party in interest⁶ and a false Exporter Identification Number ("EIN"). The SED/AES filings correspond to exports from the United States of computer and electronic equipment, items subject to the Regulations, by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"), primarily to trading companies in the United Arab Emirates. Respondents listed the name and EIN of one of their other customers ("Company No. 2") without that customer's knowledge or consent, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary the terms of its distribution agreement with the U.S. manufacturer and enabled Respondents to obtain Company No. 1's substantial forwarding business.

In so doing, Respondents violated Section 764.2(g) of the Regulations.

Charge 3 **15 C.F.R. § 764.2(c) – Soliciting a False Statement During the Course of an Investigation**

On or about April 16, 2012, Respondents solicited the making of false statements to BIS during the course of an investigation.

As set forth in Charge 1, *supra*, Respondents had entered into a conspiracy in or about October 2009, whereby Respondents would forward for export from the United States shipments of computer and electronic equipment subject to the Regulations by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"), while concealing Company No. 1's identity when filing Shipper's Export Declaration ("SED") or Automated Export System

⁵ See note 4, *supra*.

⁶ See note 3, *supra*.

("AES") records with the U.S. Government. As part of this conspiracy, from in or about October 2009 through at least April 2012, R&A International repeatedly filed SEDs and/or AES records with the U.S. Government that knowingly listed a false exporter or U.S. Principal Party in Interest ("USPPI") and a false Exporter Identification Number ("EIN").⁷ R&A International listed the name and EIN of one of its other customers ("Company No. 2"), without Company No. 2's knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1's substantial forwarding business. The conspiracy and continuing violations occurred over the course of more than two years and involved hundreds of transactions and items valued in total at approximately \$22 million.

On April 11, 2012, Respondents were contacted by BIS Special Agents seeking shipping records for six exports of computer equipment that listed Company No. 2 as the exporter/USPPI of record. BIS was seeking to determine, among other things, the exporter/USPPI for these transactions. Unknown to BIS, Respondents then sought to enlist Company No. 2's involvement in the conspiracy in order to avoid detection by law enforcement and in an effort to allow the unlawful scheme to continue. On or about April 16, 2012, Kadri sent an e-mail to the president of Company No. 2, explaining in part that one of R&A International's customers was not allowed to ship a certain U.S. manufacturer's products overseas and as a result R&A International was using Company No. 2's name on shipping records. Kadri asked Company No. 2's president to "[please] acknowledge that [Company No. 2] [is] aware" "if anyone [e]ver calls you or questions you."

In so doing, Respondents violated Section 764.2(c) of the Regulations.

Charge 4 **15 C.F.R. § 764.2(g) – False Statements to BIS in the Course of an Investigation**

Between on or about May 29, 2012, and on or about May 31, 2012, Respondents made a series of false or misleading statements to BIS in the course of an investigation.

As set in forth in Charge 1, *supra*, Respondents had entered into a conspiracy in or about October 2009, whereby Respondents would forward for export from the United States shipments of computer and electronic equipment subject to the Regulations by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"), while concealing Company No. 1's identity when filing Shipper's Export Declaration ("SED") or Automated Export System ("AES") records with the U.S. Government. As part of this conspiracy, from in or about October 2009 through at least April 2012, R&A International repeatedly filed records with the U.S. Government that knowingly listed a false exporter or U.S. Principal Party in Interest ("USPPI") and a false Exporter Identification Number ("EIN").⁸ R&A International intentionally listed the

⁷ See notes 3 and 4, *supra*.

⁸ See notes 3 and 4, *supra*.

name and EIN of one of its other customers ("Company No. 2"), without Company No. 2's knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1's substantial forwarding business.

On or about April 11, 2012, Respondents were contacted by BIS Special Agents seeking shipping records for six exports of computer equipment that listed Company No. 2 as the exporter/USPPI of record. BIS was seeking to determine, among other things, the exporter/USPPI for these transactions. Unknown to BIS, Respondents then sought to enlist Company No. 2's involvement in the conspiracy in order to avoid detection by law enforcement and allow the unlawful scheme to continue. Kadri sent an e-mail to the president of Company No. 2 on April 16, 2012, explaining in part that one of R&A International's customers was not allowed to ship a certain U.S. manufacturer's products overseas and as a result R&A International was using Company No. 2's name on shipping records. Kadri asked Company No. 2's president to "[please] acknowledge that [Company No. 2] [is] aware" "if anyone [c]ver calls you or questions you."

Subsequently, on May 29, 2012, BIS Special Agents visited R&A International's offices as the investigation continued. When they questioned two R&A International employees, the BIS Special Agents were informed that Company No. 2 had two different product lines and two different methods of shipping, one for computer shipments and another for shipments of another type of items. These statements were false. Company No. 2 had, in fact, never sold or exported computer equipment.

Later that same day, the BIS Special Agents interviewed Kadri, who told the Special Agents that Company No. 2 was a customer of Company No. 1 and often bought equipment from Company No. 1 for export with R&A International providing freight forwarding services in connection with these transactions. She further explained that some overseas customers and distributors of Company No. 2 would contact R&A International to order equipment supplied by Company No. 1, rather than contacting Company No. 2, and request that Company No. 2 be listed as the shipper or exporter of record. These statements were false.

Prior to concluding their interview of Kadri on May 29, 2012, the BIS Special Agents requested the production of documents showing communications between Respondents, Company No. 2 and its overseas customers referencing shipments of computer or electronics equipment and indicating that Company No. 2 was aware that its overseas customers were ordering computer and/or electronic equipment from R&A International and requesting that Company No. 2 be listed as the shipper or exporter of record.

Two days later, on May 31, 2012, Respondents made additional false statements to BIS as the investigation continued. Kadri sent an email to the BIS Special Agents on that date which admitted that Company No. 2 was not involved in exporting computer equipment, but contained

false and misleading statements. She changed the explanation concerning the SED and AES records by falsely asserting in the May 31, 2012 email that the references to Computer No. 2 resulted from an unnoticed error on R&A International's part. She further falsely explained that the computer equipment had been consolidated with shipments of Company No. 2's products, and that Company No. 2 inadvertently had been listed as the shipper or exporter of record because R&A International's database "generates AWB [air waybills], AES, Invoices & Billing according to one client code [number]." Kadri also claimed that R&A International had corrected this purported database error.

BIS Special Agents conducted a final interview with Kadri on June 7, 2012. Despite the time she had had to reflect on and reconsider her prior false and misleading statements, Kadri did not correct those statements. Only after being informed by the BIS Special Agents that they had interviewed both Company No. 1 and Company No. 2 and had obtained a copy of her April 16, 2012 email to Company No. 2's president did Kadri admit that "we got caught, we did wrong, and we shouldn't have done what we did."

In so doing, Respondents violated Section 764.2(g) of the Regulations.

WHEREAS, R&A International and Kadri have reviewed the Charging Letter and fully understand the charges against them and the administrative sanctions that could be imposed against them if the allegations are found to be true;

WHEREAS, the Parties proceeded to a hearing in this matter, during which they agreed to settle this matter in accordance with the terms and conditions set forth herein;

WHEREAS, R&A International and Kadri fully understand the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement will issue if he approves this Agreement as the final resolution of this matter;

WHEREAS, R&A International and Kadri enter into this Agreement voluntarily and with full knowledge of their rights, after having consulted with counsel;

WHEREAS, the Parties enter into this Agreement having taken into consideration the guilty pleas entered by R&A International and Kadri and their convictions and sentences in a related criminal prosecution in the United States District Court for the

Eastern District of New York:

WHEREAS, R&A International and Kadri state that no promises or representations have been made to them at any time concerning resolution of the allegations or charges at issue herein other than the agreements and considerations herein expressed;

WHEREAS, R&A International and Kadri agree to be bound by and comply with the Order, if issued;

NOW THEREFORE, the Parties hereby agree, for purposes of this Settlement Agreement, as follows

1. BIS has jurisdiction over R&A International and Kadri, under the Regulations, in connection with the matters alleged in the Charging Letter.
2. R&A International and Kadri admit each of the allegations contained and violations alleged in the Charging Letter.
3. The following sanctions shall be imposed against R&A International and Kadri in complete settlement of the alleged violations of the Regulations relating to the transactions specifically detailed in the Charging Letter, and shall be binding on their successors and assigns:
 - a. R&A International and Kadri shall be assessed a civil penalty in the amount of \$500,000, for which they are jointly and severally liable. The payment of \$150,000 shall be made to the U.S. Department of Commerce in three installments of: \$75,000 no later than August 14, 2016; \$37,500 no later than as February 14, 2017; and \$37,500 no later than August 14, 2017. Payment shall be made via wire transfer of immediately available funds or by

certified check as specified in the attached instructions. Payment of the remaining \$350,000 shall be suspended for a period of five years from the date of the Order, and thereafter shall be waived, provided that during this five-year payment probationary period under the Order, if R&A International and Kadri have committed no violation of the Act or any regulation, order, license or authorization issued thereunder, have made full and timely payment of \$150,000 as set forth above, and have complied in full with the sentences imposed for their convictions in the Eastern District of New York.

b. The full and timely payment of the civil penalty agreed to in Paragraph 3.a and compliance in full with the sentences imposed for their convictions in the Eastern District of New York are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to R&A International or Kadri. Failure to make full and timely payment of the civil penalty may result in the denial of all of R&A International's and Kadri's export privileges under the Regulations for a period of five years from the date of the failure to make such payment. Failure to comply with their criminal sentences may result in the denial of their export privileges under the Regulations for a period of five years from the determination of non-compliance.

c. For a period of five (5) years from the date of the Order, R&A International Logistics Trading, d/b/a R&A International Logistics, with a last known address of 175-57 148th Road, Jamaica, NY 11434, and Rukhsana Kadri, a/k/a Roxanne Kadri, with last known addresses of 11651 SW 26th Court, Davie, FL 33330, and 175-57

148th Road, Jamaica, NY 11434, and when acting for or on their behalf, their successors, assigns, representatives, agents, or employees (each a "Denied Person" and collectively the "Denied Persons"), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as "item") exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

- i. Applying for, obtaining, or using any license, License Exception, or export control document;
- ii. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations; or
- iii. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations.
- d. BIS agrees that, as authorized by Section 766.18(c) of the Regulations, the five-year denial period set forth in Paragraph 3.c shall be suspended during a probationary period of five years under the Order, and shall thereafter be waived, provided that R&A International and Kadri have made full and timely payment in accordance with Paragraph 3 a above, have committed no other violation of the Act or the Regulations or any order, license or authorization issued

thereunder, and have complied in full with their criminal sentences. If R&A International and Kadri do not make full and timely payment in accordance with Paragraph 3.a above, commit another violation of the Act or the Regulations or any order, license or authorization issued thereunder during the five-year probationary period under the Order, or do not comply in full with their criminal sentences, the suspension may be modified or revoked by BIS and a denial order including a five-year denial period activated against R&A International and Kadri.

4. Subject to the approval of this Agreement pursuant to Paragraph 9 hereof, R&A International and Kadri hereby waive all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if issued), including, without limitation, any right to: (a) receive an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if issued; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. R&A International and Kadri also waive and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Act or the Regulations arising out of the transactions identified in the Charging Letter or in connection with collection of the civil penalty or enforcement of this Agreement and the Order, if issued, from the date of the Order until the later of the date R&A International and Kadri have paid in full the civil penalty agreed to in Paragraph 3 a of this Agreement or have complied in full with their criminal sentences.

5. R&A International and Kadri shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the

Charging Letter or the Order. The foregoing does not affect R&A International's or Kadri's testimonial obligations in any other proceeding.

6. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 3.a above and compliance in full with their criminal sentences, BIS will not initiate any further administrative proceeding against R&A International or Kadri in connection with any violation of the Act or the Regulations arising out of the transactions specifically detailed in the Charging Letter.

7. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

8. No agreement, understanding, representation, or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if issued; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.

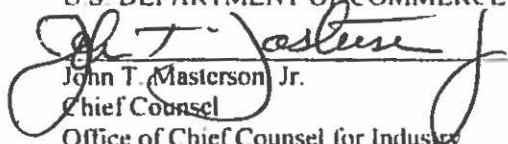
9. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by issuing the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record.

10. If the Order issues, BIS will make the Charging Letter, this Agreement,

and the Order available to the public.


11. Each signatory affirms that he/she has authority to enter into this Settlement Agreement and to bind his/her respective party to the terms and conditions set forth herein.

BUREAU OF INDUSTRY AND
SECURITY
U.S. DEPARTMENT OF COMMERCE


John T. Masterson Jr.
Chief Counsel
Office of Chief Counsel for Industry
and Security

Date: July 14, 2016

R&A INTERNATIONAL TRADING INC.
D/B/A R&A INTERNATIONAL LOGISTICS


Rukhsana Kadri
President and Owner
R&A International Trading Inc.
d/b/a R&A International Logistics


Date: July 14, 2016

RUKHSANA KADRI


Rukhsana Kadri

Date: July 14, 2016

Reviewed and approved by:


Glenn H. Ripa, Esq.
Counsel for Respondents

Date: July 14, 2016



UNITED STATES DEPARTMENT OF COMMERCE
Bureau of Industry and Security
Washington, D.C. 20230

AMENDED CHARGING LETTER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

R&A International Trading, Inc.
d/b/a R&A International Logistics
175-57 148th Road
Jamaica, NY 11418

JUL 18 2016

Attn: Rukhsana Kadri (a/k/a Roxanne Kadri)
President and Owner

Rukhsana Kadri
a/k/a Roxanne Kadri
11651 SW 26th Ct.
Davie, Florida 33330

and

c/o R&A International Trading Inc.
175-57 148th Road
Jamaica, NY 11434

Dear Ms. Kadri,

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that R&A International Trading Inc., doing business as R&A International Logistics (“R&A International”), of Jamaica, New York, and Rukhsana Kadri a/k/a Roxanne Kadri (“Kadri”) (collectively, “Respondents”) have violated the Export Administration Regulations (the “Regulations”),¹ which issued under the authority of the Export Administration Act of 1979, as amended (the “Act”).² Specifically, BIS charges the following violations:

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2015). The violations alleged occurred between 2009 and 2012. The Regulations governing the violations at issue are found in the 2009-2012 versions of the Code of Federal Regulations, 15 C.F.R. Parts 730-774 (2009-2012). The 2015 Regulations govern the procedural aspects of this case.

² The Regulations issued pursuant to the Export Administration Act of 1979, as amended (the “Act” or “EAA”), 50 U.S.C. §§ 4601-4623 (available at <http://uscode.house.gov/>). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been



Charge 1 **15 C.F.R. § 764.2(d) – Conspiracy**

Beginning in or about October 2009, and continuing through at least May 2012, R&A International and Kadri, who at all pertinent times hereto was the owner and president of R&A International, conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations, namely, concealing and misrepresenting the identity of the exporter or U.S. principal party in interest (“USPPI”)³ on Shipper’s Export Declaration (“SED”) or Automated Export System (“AES”) records⁴ filed with the U.S. Government. Section 758.1(f) of the Regulations states in relevant part that “[W]hen an SED or AES record is presented to the U.S. Government, the signer or filer of the SED or AES record represents the following: . . . (3) All information shown on the SED or AES record is true, accurate, and complete.”

Specifically, R&A International and Kadri, who participated in and at all pertinent times directed and controlled R&A International’s operations and its activities alleged herein, entered into a conspiracy with a New Jersey-based computer and electronics equipment distributor (“Company No. 1”), whereby R&A International would forward for export from the United States Company No. 1’s shipments of computer and electronic equipment, items subject to the Regulations, while concealing Company No. 1’s identity when filing SED or AES records with the U.S. Government. R&A International repeatedly filed SEDs and/or AES records with the U.S. Government that knowingly listed a false exporter/USSPI and a false Exporter Identification Number (“EIN”). R&A International intentionally listed the name and EIN of one of its other customers (“Company No. 2”), without Company No. 2’s knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1’s substantial forwarding business. The conspiracy and continuing violations occurred over the course of approximately two and a half years and involved hundreds of transactions and items valued in total at approximately \$22 million. The violations are discussed in greater detail in the attached Schedule A, which is incorporated herein by reference.

³ “Principal parties in interest,” as defined in the Regulations, are those persons in a transaction that receive the primary benefit, monetary or otherwise, of the transaction. Generally, the principals in a transaction are the seller and the buyer. In most cases, the forwarding or other agent is not a principal party in interest. 15 C.F.R. § 772.1 (2009-2012). “Exporter” is defined as the person in the United States who has the authority of a principal party in interest to determine and control the sending of the items at issue out of the United States. *Id.*

⁴ Shipper’s Export Declarations and Automated Export System records are export control documents as defined in Section 772.1 of the Regulations (2009-2012).

On April 11, 2012, Respondents were contacted by BIS Special Agents seeking shipping records for six exports of computer equipment that listed Company No. 2 as the exporter/USPPI of record. Shortly thereafter, Respondents took additional overt steps to further the conspiracy. Respondents sought to enlist Company No. 2's involvement in the conspiracy in order to avoid detection by law enforcement and allow the unlawful scheme to continue. Kadri sent an e-mail to the president of Company No. 2 on April 16 2012, explaining in part that one of R&A International's customers was not allowed to ship a certain U.S. manufacturer's products overseas and as a result R&A International was using Company No. 2's name on shipping records. Company No. 2's president was asked to "[please] acknowledge that [Company No. 2] [is] aware" "if anyone [e]ver calls you or questions you."

Respondents continued their false and deceptive tactics when interviewed by BIS Special Agents on May 29, 2012. When questioned by the BIS Special Agents, two R&A International employees stated that Company No. 2 has two different product lines and two different methods of shipping, one for computer shipments and another for shipments of another type of item. These statements were false. Company No. 2 had, in fact, never sold or exported computer equipment. Later that same day, Kadri falsely told the Special Agents that Company No. 2 was a customer of Company No. 1 and often bought equipment from Company No. 1 for export with R&A International providing freight forwarding services in connection with these transactions. She further explained that some overseas customers and distributors of Company No. 2 would contact R&A International to order equipment supplied by Company No. 1, rather than contacting Company No. 2, and request that Company No. 2 be listed as the shipper or exporter of record. These statements also were false.

Prior to concluding the interview, the BIS Special Agents requested the production of documents showing communications between R&A International, Company No. 2 and its overseas customers referencing shipments of computer or electronics equipment and indicating that Company No. 2 was aware that its overseas customers were ordering such equipment and requesting that Company No. 2 be listed as the shipper or exporter of record. Two days later, on May 31, 2012, Respondents again changed their story in an email from Kadri to the case agent. While admitting that Company No. 2 was not involved in exporting computer equipment, Kadri asserted that the references to Company No. 2 as the exporter/USPPI of the computer equipment were the result of an unnoticed error by R&A International. She explained that the computer equipment had been consolidated with shipments of Company No. 2's products, and that Company No. 2 inadvertently had been erroneously listed as the shipper or exporter of record because R&A International's database "generates AWB [air waybills], AES, Invoices & Billing according to one client code [number]." These statements also were false and designed to prevent detection of the conspiracy.

In so doing, Respondents violated Section 764.2(d) of the Regulations.

Charge 2 **15 C.F.R. § 764.2(g) – Misrepresentation of Facts through
False Statements on Export Control Documents**

As described in greater detail in the attached Schedule A, which is incorporated herein by reference, on at least 278 occasions between in or about January 2010, and in or about April 2012, Respondents made false statements to the U.S. Government in connection with the preparation, submission, and/or use of export control documents. Specifically, acting under Kadri's direction and/or control, on at least 278 occasions, R&A International filed Shipper's Export Declarations ("SED") or Automated Export System ("AES") records⁵ with the U.S. Government listing a false exporter or U.S. principal party in interest⁶ and a false Exporter Identification Number ("EIN"). The SED/AES filings correspond to exports from the United States of computer and electronic equipment, items subject to the Regulations, by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"). R&A International listed the name and EIN of one of its other customers ("Company No. 2") without that customer's knowledge or consent, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1's substantial forwarding business.

In so doing, Respondents violated Section 764.2(g) of the Regulations.

Charge 3 **15 C.F.R. § 764.2(e) – Soliciting a False Statement During the
Course of an Investigation**

On or about April 16, 2012, Respondents solicited the making of false statements to BIS during the course of an investigation.

As set forth in Charge 1, *supra*, Respondents had entered into a conspiracy in or about October 2009, whereby Respondents would forward for export from the United States shipments of computer and electronic equipment subject to the Regulations by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"), while concealing Company No. 1's identity when filing Shipper's Export Declaration ("SED") or Automated Export System ("AES") records with the U.S. Government. As part of this conspiracy, from in or about October 2009 through at least April 2012, R&A International repeatedly filed SEDs and/or AES records with the U.S. Government that knowingly listed a false exporter or U.S. Principal Party in Interest ("USPPI") and a false Exporter Identification Number ("EIN").⁷ R&A International listed the name and EIN of

⁵ See note 4, *supra*.

⁶ See note 3, *supra*.

⁷ See notes 3 and 4, *supra*.

one of its other customers ("Company No. 2"), without Company No. 2's knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1's substantial forwarding business. The conspiracy and continuing violations occurred over the course of more than two years and involved hundreds of transactions and items valued in total at approximately \$22 million. The violations are discussed in greater detail in the attached Schedule A, which is incorporated herein by reference.

On April 11, 2012, Respondents were contacted by BIS Special Agents seeking shipping records for six exports of computer equipment that listed Company No. 2 as the exporter/USPPI of record. BIS was seeking to determine, among other things, the exporter/USPPI for these transactions. Unknown to BIS, Respondents then sought to enlist Company No. 2's involvement in the conspiracy in order to avoid detection by law enforcement and in an effort to allow the unlawful scheme to continue. On or about April 16, 2012, Kadri sent an e-mail to the president of Company No. 2, explaining in part that one of R&A International's customers was not allowed to ship a certain U.S. manufacturer's products overseas and as a result R&A International was using Company No. 2's name on shipping records. Kadri asked Company No. 2's president to "[please] acknowledge that [Company No. 2] [is] aware" "if anyone [e]ver calls you or questions you."

In so doing, Respondents violated Section 764.2(c) of the Regulations.

Charge 4 15 C.F.R. § 764.2(g) – False Statements to BIS in the Course of an Investigation

Between on or about May 29, 2012, and on or about May 31, 2012, Respondents made a series of false or misleading statements to BIS in the course of an investigation.

As set in forth in Charge 1, *supra*, Respondents had entered into a conspiracy in or about October 2009, whereby Respondents would forward for export from the United States shipments of computer and electronic equipment subject to the Regulations by a New Jersey-based computer and electronics equipment distributor ("Company No. 1"), while concealing Company No. 1's identity when filing Shipper's Export Declaration ("SED") or Automated Export System ("AES") records with the U.S. Government. As part of this conspiracy, from in or about October 2009 through at least April 2012, R&A International repeatedly filed records with the U.S. Government that knowingly listed a false exporter or U.S. Principal Party in Interest ("USPPI") and a false Exporter Identification Number ("EIN").⁸ R&A International intentionally listed the name and

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EIN of one of its other customers ("Company No. 2"), without Company No. 2's knowledge or consent, in furtherance of the conspiracy, which enabled Company No. 1 to repeatedly export the equipment anonymously and contrary to the terms of its distribution agreement with the U.S. manufacturer and enabled R&A International to obtain Company No. 1's substantial forwarding business.

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Subsequently, on May 29, 2012, BIS Special Agents visited R&A International's offices as the investigation continued. When they questioned two R&A International employees, the BIS Special Agents were informed that Company No. 2 had two different product lines and two different methods of shipping, one for computer shipments and another for shipments of another type of items. These statements were false. Company No. 2 had, in fact, never sold or exported computer equipment.

Later that same day, the BIS Special Agents interviewed Kadri, who told the Special Agents that Company No. 2 was a customer of Company No. 1 and often bought equipment from Company No. 1 for export with R&A International providing freight forwarding services in connection with these transactions. She further explained that some overseas customers and distributors of Company No. 2 would contact R&A International to order equipment supplied by Company No. 1, rather than contacting Company No. 2, and request that Company No. 2 be listed as the shipper or exporter of record. These statements were false.

Prior to concluding their interview of Kadri on May 29, 2012, the BIS Special Agents requested the production of documents showing communications between Respondents, Company No. 2 and its overseas customers referencing shipments of computer or electronics equipment and indicating that Company No. 2 was aware that its overseas customers were ordering computer and/or electronic equipment from R&A International and requesting that Company No. 2 be listed as the shipper or exporter of record.

Two days later, on May 31, 2012, Respondents made additional false statements to BIS as the investigation continued. Kadri sent an email to the BIS Special Agents on

that date which admitted that Company No. 2 was not involved in exporting computer equipment, but contained false and misleading statements. She changed the explanation concerning the SED and AES records by falsely asserting in the May 31, 2012 email that the references to Computer No. 2 resulted from an unnoticed error on R&A International's part. She further falsely explained that the computer equipment had been consolidated with shipments of Company No. 2's products, and that Company No. 2 inadvertently had been listed as the shipper or exporter of record because R&A International's database "generates AWB [air waybills], AES, Invoices & Billing according to one client code [number]." Kadri also claimed that R&A International had corrected this purported database error.

BIS Special Agents conducted a final interview with Kadri on June 7, 2012. Despite the time she had had to reflect on and reconsider her prior false and misleading statements, Kadri did not correct those statements. Only after being informed by the BIS Special Agents that they had interviewed both Company No. 1 and Company No. 2 and had obtained a copy of her April 16, 2012 email to Company No. 2's president did Kadri admit that "we got caught, we did wrong, and we shouldn't have done what we did."

In so doing, Respondents violated Section 764.2(g) of the Regulations.

* * * * *

Accordingly, Respondents are hereby notified that an administrative proceeding is instituted against it pursuant to Section 13(c) of the Act and Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including, but not limited to any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of \$250,000 per violation, or twice the value of the transaction that is the basis of the violation;⁹
- Denial of export privileges; and/or
- Exclusion from practice before BIS.

If Respondents fail to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. *See* 15 C.F.R. §§ 766.6 and 766.7. If Respondents default, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Respondents. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

⁹ *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

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Respondents are further notified that it is entitled to an agency hearing on the record if it files a written demand for one with its answer. *See* 15 C.F.R. § 766.6. Respondents are also entitled to be represented by counsel or other authorized representative who has power of attorney to represent them. *See* 15 C.F.R. §§ 766.3(a) and 766.4.

The Regulations provide for settlement without a hearing. *See* 15 C.F.R. § 766.18. Should Respondents have a proposal to settle this case, Respondents should transmit it to the attorneys representing BIS named below.

Respondents are further notified that under the Small Business Regulatory Enforcement Flexibility Act, Respondents may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter. To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, Respondents' answers must be filed in accordance with the instructions in Section 766.5(a) of the Regulations with:

U.S. Coast Guard ALJ Docketing Center
40 S. Gay Street
Baltimore, Maryland 21202-4022

In addition, a copy of Respondents' answers must be served on BIS at the following address:

Chief Counsel for Industry and Security
Attention: Gregory Michelsen
Room H-3839
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

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Gregory Michelsen, Brian Volsky, and Zachary Klein are the attorneys representing BIS in this case; any communications that Respondents may wish to have concerning this matter should occur through them. They may be contacted by telephone at (202) 482-5301.

Sincerely,

A handwritten signature in blue ink, appearing to be 'DRH', with a long horizontal flourish extending to the right.

Douglas R. Hassebrock
Director
Office of Export Enforcement

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1	10/3/2009	United Arab Emirates	Computer and Electronic Equipment	\$65,695
1	10/16/2009	United Arab Emirates	Computer and Electronic Equipment	\$43,830
1	10/28/2009	United Arab Emirates	Computer and Electronic Equipment	\$63,927
1 and 2	1/21/2010	United Arab Emirates	Computer and Electronic Equipment	\$32,000
1 and 2	1/30/2010	United Arab Emirates	Computer and Electronic Equipment	\$87,918
1 and 2	2/2/2010	United Arab Emirates	Computer and Electronic Equipment	\$79,861
1 and 2	2/4/2010	United Arab Emirates	Computer and Electronic Equipment	\$27,920
1 and 2	2/13/2010	United Arab Emirates	Computer and Electronic Equipment	\$40,950
1 and 2	2/20/2010	United Arab Emirates	Computer and Electronic Equipment	\$54,500
1 and 2	2/25/2010	United Arab Emirates	Computer and Electronic Equipment	\$77,935
1 and 2	2/27/2010	United Arab Emirates	Computer and Electronic Equipment	\$37,995
1 and 2	3/4/2010	United Arab Emirates	Computer and Electronic Equipment	\$44,400
1 and 2	3/12/2010	United Arab Emirates	Computer and Electronic Equipment	\$38,670
1 and 2	3/24/2010	United Arab Emirates	Computer and Electronic Equipment	\$86,796
1 and 2	3/26/2010	United Arab Emirates	Computer and Electronic Equipment	\$55,000
1 and 2	4/24/2010	United Arab Emirates	Computer and Electronic Equipment	\$35,945
1 and 2	4/30/2010	United Arab Emirates	Computer and Electronic Equipment	\$30,000
1 and 2	5/5/2010	United Arab Emirates	Computer and Electronic Equipment	\$44,775
1 and 2	5/9/2010	United Arab Emirates	Computer and Electronic Equipment	\$31,950
1 and 2	5/13/2010	United Arab Emirates	Computer and Electronic Equipment	\$64,500
1 and 2	5/28/2010	United Arab Emirates	Computer and Electronic Equipment	\$90,545
1 and 2	6/5/2010	United Arab Emirates	Computer and Electronic Equipment	\$137,400
1 and 2	6/16/2010	United Arab Emirates	Computer and Electronic Equipment	\$61,189
1 and 2	6/24/2010	United Arab Emirates	Computer and Electronic Equipment	\$92,930
1 and 2	6/26/2010	United Arab Emirates	Computer and Electronic Equipment	\$41,765
1 and 2	7/18/2010	United Arab Emirates	Computer and Electronic Equipment	\$54,450
1 and 2	7/24/2010	United Arab Emirates	Computer and Electronic Equipment	\$26,250
1 and 2	7/28/2010	United Arab Emirates	Computer and Electronic Equipment	\$80,960
1 and 2	7/29/2010	United Arab Emirates	Computer and Electronic Equipment	\$47,934
1 and 2	7/29/2010	United Arab Emirates	Computer and Electronic Equipment	\$80,960
1 and 2	8/14/2010	United Arab Emirates	Computer and Electronic Equipment	\$36,960
1 and 2	8/21/2010	United Arab Emirates	Computer and Electronic Equipment	\$40,875
1 and 2	8/24/2010	United Arab Emirates	Computer and Electronic Equipment	\$56,500

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1 and 2	9/4/2010	United Arab Emirates	Computer and Electronic Equipment	\$27,500
1 and 2	9/23/2010	United Arab Emirates	Computer and Electronic Equipment	\$39,351
1 and 2	9/25/2010	United Arab Emirates	Computer and Electronic Equipment	\$39,351
1 and 2	10/2/2010	United Arab Emirates	Computer and Electronic Equipment	\$29,575
1 and 2	10/15/2010	United Arab Emirates	Computer and Electronic Equipment	\$29,575
1 and 2	10/22/2010	United Arab Emirates	Computer and Electronic Equipment	\$56,500
1 and 2	10/27/2010	United Arab Emirates	Computer and Electronic Equipment	\$75,000
1 and 2	11/4/2010	United Arab Emirates	Computer and Electronic Equipment	\$78,000
1 and 2	11/5/2010	United Arab Emirates	Computer and Electronic Equipment	\$34,725
1 and 2	11/6/2010	United Arab Emirates	Computer and Electronic Equipment	\$130,800
1 and 2	11/12/2010	United Arab Emirates	Computer and Electronic Equipment	\$57,610
1 and 2	11/20/2010	United Arab Emirates	Computer and Electronic Equipment	\$83,050
1 and 2	11/24/2010	United Arab Emirates	Computer and Electronic Equipment	\$83,050
1 and 2	12/4/2010	United Arab Emirates	Computer and Electronic Equipment	\$209,831
1 and 2	12/11/2010	United Arab Emirates	Computer and Electronic Equipment	\$146,700
1 and 2	1/12/2011	United Arab Emirates	Computer and Electronic Equipment	\$209,831
1 and 2	3/4/2011	United Arab Emirates	Computer and Electronic Equipment	\$59,190
1 and 2	3/12/2011	United Arab Emirates	Computer and Electronic Equipment	\$24,500
1 and 2	3/12/2011	United Arab Emirates	Computer and Electronic Equipment	\$40,190
1 and 2	3/19/2011	United Arab Emirates	Computer and Electronic Equipment	\$63,340
1 and 2	3/29/2011	United Arab Emirates	Computer and Electronic Equipment	\$63,340
1 and 2	3/30/2011	United Arab Emirates	Computer and Electronic Equipment	\$23,275
1 and 2	3/30/2011	United Arab Emirates	Computer and Electronic Equipment	\$23,275
1 and 2	4/6/2011	United Arab Emirates	Computer and Electronic Equipment	\$24,484
1 and 2	4/12/2011	United Arab Emirates	Computer and Electronic Equipment	\$33,300
1 and 2	5/4/2011	United Arab Emirates	Computer and Electronic Equipment	\$35,100
1 and 2	5/11/2011	United Arab Emirates	Computer and Electronic Equipment	\$54,942
1 and 2	8/17/2011	United Arab Emirates	Computer and Electronic Equipment	\$60,384
1 and 2	8/17/2011	United Arab Emirates	Computer and Electronic Equipment	\$78,900
1 and 2	8/18/2011	United Arab Emirates	Computer and Electronic Equipment	\$185,000
1 and 2	8/18/2011	United Arab Emirates	Computer and Electronic Equipment	\$91,250
1 and 2	8/20/2011	United Arab Emirates	Computer and Electronic Equipment	\$82,500
1 and 2	8/20/2011	United Arab Emirates	Computer and Electronic Equipment	\$35,000

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1 and 2	8/25/2011	United Arab Emirates	Computer and Electronic Equipment	\$63,872
1 and 2	8/27/2011	United Arab Emirates	Computer and Electronic Equipment	\$45,000
1 and 2	8/30/2011	United Arab Emirates	Computer and Electronic Equipment	\$88,086
1 and 2	9/1/2011	United Arab Emirates	Computer and Electronic Equipment	\$55,000
1 and 2	9/2/2011	United Arab Emirates	Computer and Electronic Equipment	\$49,280
1 and 2	9/2/2011	Kenya	Computer and Electronic Equipment	\$69,000
1 and 2	9/3/2011	United Arab Emirates	Computer and Electronic Equipment	\$30,000
1 and 2	9/8/2011	United Arab Emirates	Computer and Electronic Equipment	\$55,000
1 and 2	9/10/2011	United Arab Emirates	Computer and Electronic Equipment	\$249,700
1 and 2	9/11/2011	United Arab Emirates	Computer and Electronic Equipment	\$23,100
1 and 2	9/14/2011	United Arab Emirates	Computer and Electronic Equipment	\$299,088
1 and 2	9/15/2011	United Arab Emirates	Computer and Electronic Equipment	\$20,000
1 and 2	9/15/2011	United Arab Emirates	Computer and Electronic Equipment	\$76,800
1 and 2	9/16/2011	United Arab Emirates	Computer and Electronic Equipment	\$119,350
1 and 2	9/16/2011	United Arab Emirates	Computer and Electronic Equipment	\$328,400
1 and 2	9/20/2011	United Arab Emirates	Computer and Electronic Equipment	\$184,800
1 and 2	9/20/2011	United Arab Emirates	Computer and Electronic Equipment	\$74,250
1 and 2	9/22/2011	United Arab Emirates	Computer and Electronic Equipment	\$137,280
1 and 2	9/22/2011	Kenya	Computer and Electronic Equipment	\$53,000
1 and 2	9/22/2011	Kenya	Computer and Electronic Equipment	\$60,000
1 and 2	9/23/2011	United Arab Emirates	Computer and Electronic Equipment	\$27,400
1 and 2	9/23/2011	United Arab Emirates	Computer and Electronic Equipment	\$34,305
1 and 2	9/24/2011	United Arab Emirates	Computer and Electronic Equipment	\$37,665
1 and 2	9/24/2011	United Arab Emirates	Computer and Electronic Equipment	\$206,750
1 and 2	9/24/2011	United Arab Emirates	Computer and Electronic Equipment	\$36,580
1 and 2	9/28/2011	United Arab Emirates	Computer and Electronic Equipment	\$121,542
1 and 2	9/29/2011	United Arab Emirates	Computer and Electronic Equipment	\$27,400
1 and 2	9/30/2011	United Arab Emirates	Computer and Electronic Equipment	\$26,919
1 and 2	9/30/2011	United Arab Emirates	Computer and Electronic Equipment	\$37,500
1 and 2	10/1/2011	United Arab Emirates	Computer and Electronic Equipment	\$75,500
1 and 2	10/1/2011	United Arab Emirates	Computer and Electronic Equipment	\$99,840
1 and 2	10/2/2011	Zimbabwe	Computer and Electronic Equipment	\$72,500
1 and 2	10/4/2011	United Arab Emirates	Computer and Electronic Equipment	\$104,000

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1 and 2	10/5/2011	United Arab Emirates	Computer and Electronic Equipment	\$64,045
1 and 2	10/5/2011	United Arab Emirates	Computer and Electronic Equipment	\$95,000
1 and 2	10/7/2011	United Arab Emirates	Computer and Electronic Equipment	\$337,920
1 and 2	10/7/2011	United Arab Emirates	Computer and Electronic Equipment	\$42,000
1 and 2	10/8/2011	United Arab Emirates	Computer and Electronic Equipment	\$104,000
1 and 2	10/11/2011	United Arab Emirates	Computer and Electronic Equipment	\$42,000
1 and 2	10/12/2011	United Arab Emirates	Computer and Electronic Equipment	\$124,800
1 and 2	10/13/2011	United Arab Emirates	Computer and Electronic Equipment	\$72,640
1 and 2	10/15/2011	United Arab Emirates	Computer and Electronic Equipment	\$196,860
1 and 2	10/15/2011	United Arab Emirates	Computer and Electronic Equipment	\$44,800
1 and 2	10/18/2011	United Arab Emirates	Computer and Electronic Equipment	\$97,300
1 and 2	10/18/2011	United Arab Emirates	Computer and Electronic Equipment	\$116,000
1 and 2	10/18/2011	United Arab Emirates	Computer and Electronic Equipment	\$38,364
1 and 2	10/19/2011	United Arab Emirates	Computer and Electronic Equipment	\$141,700
1 and 2	10/20/2011	United Arab Emirates	Computer and Electronic Equipment	\$50,146
1 and 2	10/22/2011	United Arab Emirates	Computer and Electronic Equipment	\$150,000
1 and 2	10/22/2011	United Arab Emirates	Computer and Electronic Equipment	\$129,360
1 and 2	10/23/2011	United Arab Emirates	Computer and Electronic Equipment	\$45,925
1 and 2	10/26/2011	United Arab Emirates	Computer and Electronic Equipment	\$168,570
1 and 2	10/26/2011	United Arab Emirates	Computer and Electronic Equipment	\$148,200
1 and 2	10/28/2011	United Arab Emirates	Computer and Electronic Equipment	\$138,270
1 and 2	10/28/2011	United Arab Emirates	Computer and Electronic Equipment	\$54,800
1 and 2	11/2/2011	United Arab Emirates	Computer and Electronic Equipment	\$53,811
1 and 2	11/2/2011	United Arab Emirates	Computer and Electronic Equipment	\$84,400
1 and 2	11/3/2011	United Arab Emirates	Computer and Electronic Equipment	\$134,851
1 and 2	11/3/2011	United Arab Emirates	Computer and Electronic Equipment	\$83,540
1 and 2	11/4/2011	United Arab Emirates	Computer and Electronic Equipment	\$50,625
1 and 2	11/5/2011	United Arab Emirates	Computer and Electronic Equipment	\$45,700
1 and 2	11/6/2011	United Arab Emirates	Computer and Electronic Equipment	\$97,190
1 and 2	11/6/2011	United Arab Emirates	Computer and Electronic Equipment	\$90,305
1 and 2	11/12/2011	United Arab Emirates	Computer and Electronic Equipment	\$27,936
1 and 2	11/15/2011	United Arab Emirates	Computer and Electronic Equipment	\$57,584
1 and 2	11/16/2011	United Arab Emirates	Computer and Electronic Equipment	\$63,244

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1 and 2	11/19/2011	United Arab Emirates	Computer and Electronic Equipment	\$59,982
1 and 2	11/22/2011	United Arab Emirates	Computer and Electronic Equipment	\$28,250
1 and 2	11/22/2011	United Arab Emirates	Computer and Electronic Equipment	\$25,000
1 and 2	11/23/2011	United Arab Emirates	Computer and Electronic Equipment	\$115,000
1 and 2	11/23/2011	United Arab Emirates	Computer and Electronic Equipment	\$159,787
1 and 2	11/24/2011	United Arab Emirates	Computer and Electronic Equipment	\$61,648
1 and 2	11/30/2011	United Arab Emirates	Computer and Electronic Equipment	\$55,950
1 and 2	12/1/2011	United Arab Emirates	Computer and Electronic Equipment	\$116,796
1 and 2	12/3/2011	United Arab Emirates	Computer and Electronic Equipment	\$26,000
1 and 2	12/4/2011	United Arab Emirates	Computer and Electronic Equipment	\$95,040
1 and 2	12/6/2011	United Arab Emirates	Computer and Electronic Equipment	\$52,500
1 and 2	12/8/2011	United Arab Emirates	Computer and Electronic Equipment	\$79,575
1 and 2	12/10/2011	United Arab Emirates	Computer and Electronic Equipment	\$135,241
1 and 2	12/14/2011	United Arab Emirates	Computer and Electronic Equipment	\$120,000
1 and 2	12/15/2011	United Arab Emirates	Computer and Electronic Equipment	\$57,000
1 and 2	12/15/2011	United Arab Emirates	Computer and Electronic Equipment	\$39,750
1 and 2	12/16/2011	Zimbabwe	Computer and Electronic Equipment	\$66,220
1 and 2	12/19/2011	United Arab Emirates	Computer and Electronic Equipment	\$126,485
1 and 2	12/21/2011	United Arab Emirates	Computer and Electronic Equipment	\$43,500
1 and 2	12/21/2011	United Arab Emirates	Computer and Electronic Equipment	\$209,705
1 and 2	12/21/2011	United Arab Emirates	Computer and Electronic Equipment	\$54,300
1 and 2	12/22/2011	United Arab Emirates	Computer and Electronic Equipment	\$165,649
1 and 2	12/22/2011	United Arab Emirates	Computer and Electronic Equipment	\$99,770
1 and 2	12/23/2011	United Arab Emirates	Computer and Electronic Equipment	\$27,280
1 and 2	12/23/2011	United Arab Emirates	Computer and Electronic Equipment	\$73,205
1 and 2	12/23/2011	United Arab Emirates	Computer and Electronic Equipment	\$75,400
1 and 2	12/24/2011	United Arab Emirates	Computer and Electronic Equipment	\$107,680
1 and 2	12/24/2011	United Arab Emirates	Computer and Electronic Equipment	\$48,050
1 and 2	12/24/2011	United Arab Emirates	Computer and Electronic Equipment	\$46,750
1 and 2	12/27/2011	United Arab Emirates	Computer and Electronic Equipment	\$32,590
1 and 2	12/28/2011	United Arab Emirates	Computer and Electronic Equipment	\$50,000
1 and 2	12/29/2011	United Arab Emirates	Computer and Electronic Equipment	\$35,250
1 and 2	12/29/2011	United Arab Emirates	Computer and Electronic Equipment	\$79,990

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1 and 2	12/31/2011	United Arab Emirates	Computer and Electronic Equipment	\$88,894
1 and 2	1/4/2012	United Arab Emirates	Computer and Electronic Equipment	\$67,067
1 and 2	1/6/2012	United Arab Emirates	Computer and Electronic Equipment	\$47,100
1 and 2	1/6/2012	United Arab Emirates	Computer and Electronic Equipment	\$253,735
1 and 2	1/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$50,370
1 and 2	1/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$88,450
1 and 2	1/10/2012	United Arab Emirates	Computer and Electronic Equipment	\$75,900
1 and 2	1/10/2012	United Arab Emirates	Computer and Electronic Equipment	\$60,368
1 and 2	1/10/2012	United Arab Emirates	Computer and Electronic Equipment	\$68,300
1 and 2	1/11/2012	United Arab Emirates	Computer and Electronic Equipment	\$41,775
1 and 2	1/11/2012	United Arab Emirates	Computer and Electronic Equipment	\$69,180
1 and 2	1/12/2012	United Arab Emirates	Computer and Electronic Equipment	\$33,195
1 and 2	1/12/2012	United Arab Emirates	Computer and Electronic Equipment	\$32,648
1 and 2	1/13/2012	United Arab Emirates	Computer and Electronic Equipment	\$133,130
1 and 2	1/14/2012	United Arab Emirates	Computer and Electronic Equipment	\$62,250
1 and 2	1/17/2012	United Arab Emirates	Computer and Electronic Equipment	\$41,320
1 and 2	1/19/2012	United Arab Emirates	Computer and Electronic Equipment	\$75,900
1 and 2	1/21/2012	United Arab Emirates	Computer and Electronic Equipment	\$65,115
1 and 2	1/21/2012	United Arab Emirates	Computer and Electronic Equipment	\$150,480
1 and 2	1/24/2012	United Arab Emirates	Computer and Electronic Equipment	\$53,332
1 and 2	1/25/2012	United Arab Emirates	Computer and Electronic Equipment	\$54,960
1 and 2	1/25/2012	United Arab Emirates	Computer and Electronic Equipment	\$135,297
1 and 2	1/26/2012	United Arab Emirates	Computer and Electronic Equipment	\$97,272
1 and 2	1/26/2012	United Arab Emirates	Computer and Electronic Equipment	\$70,600
1 and 2	1/27/2012	United Arab Emirates	Computer and Electronic Equipment	\$109,540
1 and 2	1/27/2012	United Arab Emirates	Computer and Electronic Equipment	\$68,897
1 and 2	1/28/2012	United Arab Emirates	Computer and Electronic Equipment	\$67,291
1 and 2	1/28/2012	United Arab Emirates	Computer and Electronic Equipment	\$34,405
1 and 2	1/28/2012	United Arab Emirates	Computer and Electronic Equipment	\$128,210
1 and 2	1/28/2012	United Arab Emirates	Computer and Electronic Equipment	\$46,405
1 and 2	1/29/2012	United Arab Emirates	Computer and Electronic Equipment	\$160,700
1 and 2	1/31/2012	United Arab Emirates	Computer and Electronic Equipment	\$46,405
1 and 2	1/31/2012	United Arab Emirates	Computer and Electronic Equipment	\$73,680

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1 and 2	1/31/2012	United Arab Emirates	Computer and Electronic Equipment	\$46,405
1 and 2	1/31/2012	United Arab Emirates	Computer and Electronic Equipment	\$41,500
1 and 2	2/1/2012	United Arab Emirates	Computer and Electronic Equipment	\$76,045
1 and 2	2/2/2012	United Arab Emirates	Computer and Electronic Equipment	\$37,105
1 and 2	2/2/2012	United Arab Emirates	Computer and Electronic Equipment	\$55,680
1 and 2	2/2/2012	United Arab Emirates	Computer and Electronic Equipment	\$28,330
1 and 2	2/2/2012	United Arab Emirates	Computer and Electronic Equipment	\$66,010
1 and 2	2/2/2012	United Arab Emirates	Computer and Electronic Equipment	\$74,240
1 and 2	2/3/2012	United Arab Emirates	Computer and Electronic Equipment	\$124,700
1 and 2	2/4/2012	United Arab Emirates	Computer and Electronic Equipment	\$112,447
1 and 2	2/4/2012	United Arab Emirates	Computer and Electronic Equipment	\$90,650
1 and 2	2/4/2012	United Arab Emirates	Computer and Electronic Equipment	\$78,186
1 and 2	2/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$45,393
1 and 2	2/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$475,585
1 and 2	2/8/2012	United Arab Emirates	Computer and Electronic Equipment	\$41,985
1 and 2	2/8/2012	United Arab Emirates	Computer and Electronic Equipment	\$60,770
1 and 2	2/9/2012	United Arab Emirates	Computer and Electronic Equipment	\$68,250
1 and 2	2/9/2012	United Arab Emirates	Computer and Electronic Equipment	\$50,250
1 and 2	2/10/2012	United Arab Emirates	Computer and Electronic Equipment	\$46,485
1 and 2	2/11/2012	United Arab Emirates	Computer and Electronic Equipment	\$109,063
1 and 2	2/11/2012	United Arab Emirates	Computer and Electronic Equipment	\$50,925
1 and 2	2/14/2012	United Arab Emirates	Computer and Electronic Equipment	\$62,249
1 and 2	2/15/2012	United Arab Emirates	Computer and Electronic Equipment	\$23,322
1 and 2	2/15/2012	United Arab Emirates	Computer and Electronic Equipment	\$43,442
1 and 2	2/16/2012	United Arab Emirates	Computer and Electronic Equipment	\$35,800
1 and 2	2/16/2012	United Arab Emirates	Computer and Electronic Equipment	\$23,625
1 and 2	2/16/2012	United Arab Emirates	Computer and Electronic Equipment	\$96,095
1 and 2	2/16/2012	United Arab Emirates	Computer and Electronic Equipment	\$48,200
1 and 2	2/17/2012	United Arab Emirates	Computer and Electronic Equipment	\$84,444
1 and 2	2/17/2012	United Arab Emirates	Computer and Electronic Equipment	\$119,437
1 and 2	2/18/2012	United Arab Emirates	Computer and Electronic Equipment	\$58,735
1 and 2	2/20/2012	United Arab Emirates	Computer and Electronic Equipment	\$40,240
1 and 2	2/22/2012	United Arab Emirates	Computer and Electronic Equipment	\$56,840

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1 and 2	2/23/2012	United Arab Emirates	Computer and Electronic Equipment	\$20,157
1 and 2	2/24/2012	United Arab Emirates	Computer and Electronic Equipment	\$40,000
1 and 2	2/29/2012	United Arab Emirates	Computer and Electronic Equipment	\$84,444
1 and 2	3/1/2012	United Arab Emirates	Computer and Electronic Equipment	\$8,700
1 and 2	3/1/2012	United Arab Emirates	Computer and Electronic Equipment	\$47,675
1 and 2	3/2/2012	United Arab Emirates	Computer and Electronic Equipment	\$84,690
1 and 2	3/2/2012	United Arab Emirates	Computer and Electronic Equipment	\$59,740
1 and 2	3/6/2012	United Arab Emirates	Computer and Electronic Equipment	\$490,000
1 and 2	3/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$150,250
1 and 2	3/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$72,217
1 and 2	3/8/2012	United Arab Emirates	Computer and Electronic Equipment	\$40,000
1 and 2	3/8/2012	United Arab Emirates	Computer and Electronic Equipment	\$106,742
1 and 2	3/9/2012	United Arab Emirates	Computer and Electronic Equipment	\$75,288
1 and 2	3/9/2012	United Arab Emirates	Computer and Electronic Equipment	\$66,350
1 and 2	3/10/2012	United Arab Emirates	Computer and Electronic Equipment	\$50,058
1 and 2	3/10/2012	Zimbabwe	Computer and Electronic Equipment	\$52,800
1 and 2	3/11/2012	United Arab Emirates	Computer and Electronic Equipment	\$58,190
1 and 2	3/13/2012	United Arab Emirates	Computer and Electronic Equipment	\$78,444
1 and 2	3/14/2012	United Arab Emirates	Computer and Electronic Equipment	\$102,205
1 and 2	3/14/2012	United Arab Emirates	Computer and Electronic Equipment	\$93,015
1 and 2	3/14/2012	United Arab Emirates	Computer and Electronic Equipment	\$70,748
1 and 2	3/15/2012	United Arab Emirates	Computer and Electronic Equipment	\$99,640
1 and 2	3/16/2012	United Arab Emirates	Computer and Electronic Equipment	\$57,712
1 and 2	3/16/2012	United Arab Emirates	Computer and Electronic Equipment	\$69,025
1 and 2	3/17/2012	United Arab Emirates	Computer and Electronic Equipment	\$46,245
1 and 2	3/17/2012	United Arab Emirates	Computer and Electronic Equipment	\$31,566
1 and 2	3/21/2012	United Arab Emirates	Computer and Electronic Equipment	\$107,220
1 and 2	3/21/2012	United Arab Emirates	Computer and Electronic Equipment	\$80,290
1 and 2	3/21/2012	United Arab Emirates	Computer and Electronic Equipment	\$39,280
1 and 2	3/22/2012	United Arab Emirates	Computer and Electronic Equipment	\$51,980
1 and 2	3/24/2012	United Arab Emirates	Computer and Electronic Equipment	\$53,652
1 and 2	3/24/2012	United Arab Emirates	Computer and Electronic Equipment	\$49,250
1 and 2	3/27/2012	United Arab Emirates	Computer and Electronic Equipment	\$48,750

SCHEDULE A

Charge No.	Date	Ultimate Destination	Commodity	Value
1 and 2	3/28/2012	United Arab Emirates	Computer and Electronic Equipment	\$130,373
1 and 2	3/28/2012	United Arab Emirates	Computer and Electronic Equipment	\$48,825
1 and 2	3/29/2012	United Arab Emirates	Computer and Electronic Equipment	\$46,645
1 and 2	3/30/2012	United Arab Emirates	Computer and Electronic Equipment	\$98,170
1 and 2	3/30/2012	United Arab Emirates	Computer and Electronic Equipment	\$110,557
1 and 2	3/31/2012	United Arab Emirates	Computer and Electronic Equipment	\$166,705
1 and 2	4/4/2012	United Arab Emirates	Computer and Electronic Equipment	\$83,301
1 and 2	4/4/2012	United Arab Emirates	Computer and Electronic Equipment	\$70,537
1 and 2	4/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$107,175
1 and 2	4/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$49,260
1 and 2	4/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$27,043
1 and 2	4/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$80,540
1 and 2	4/7/2012	United Arab Emirates	Computer and Electronic Equipment	\$59,925
1 and 2	4/11/2012	United Arab Emirates	Computer and Electronic Equipment	\$43,712
1 and 2	4/12/2012	United Arab Emirates	Computer and Electronic Equipment	\$145,580
1 and 2	4/12/2012	United Arab Emirates	Computer and Electronic Equipment	\$126,237
1 and 2	4/14/2012	United Arab Emirates	Computer and Electronic Equipment	\$33,105
				\$22,090,457.00