

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

In the Matter of:

Spectrolab, Inc.  
12500 Gladstone Ave.  
Sylmar, CA 91342

Respondent

ORDER RELATING TO  
SPECTROLAB, INC.

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has notified Spectrolab, Inc., of Sylmar, California ("Spectrolab"), of its intention to initiate an administrative proceeding against Spectrolab pursuant to Section 766.3 of the Export Administration Regulations (the "Regulations"),<sup>1</sup> and Section 13(c) of the Export Administration Act of 1979, as amended (the "Act"),<sup>2</sup> through the issuance of a Proposed Charging Letter to Spectrolab that alleges that Spectrolab committed one violation of the Regulations. Specifically, the charge is:

---

<sup>1</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2016). The charged violation occurred in 2014. The Regulations governing the violation at issue are found in the 2014 version 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.

<sup>2</sup> 50 U.S.C. §§ 4601-4623 (Supp. III 2015). 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 4, 2016 (81 Fed. Reg. 52,587 (Aug. 8, 2016)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.) (2012).

**Charge 1                      15 C.F.R. § 764.2(e): Acting with Knowledge of a Violation**

On or about August 27, 2014, Spectrolab sold and transferred an item to be exported from the United States and subject to the Regulations with knowledge or reason to know<sup>3</sup> that a violation of the Regulations was intended or about to occur in connection with the item. Specifically, Spectrolab sold and transferred a Large Area Pulsed Solar Simulator ("LAPSS II"), valued at \$414,679 and designated under the Regulations as EAR99, for export to Pakistan, knowing or with reason to know that the intended end user was Pakistan's Space and Upper Atmosphere Research Commission ("SUPARCO"), that SUPARCO was listed on BIS's Entity List, that a license was required to export the item to SUPARCO, and that no such export license had been obtained for this export.

SUPARCO has been on the Entity List, set forth in Supplement No. 4 to Part 744 for the Regulations, since 1998. SUPARCO was added as a listed entity through a rule published in the *Federal Register* regarding certain entities in India and Pakistan, including SUPARCO, that were "determined to be involved in nuclear or missile activities." See 63 Fed. Reg. 64,332 (Nov. 19, 1998). Pursuant to Section 744.11 and Supplement No. 4, a BIS license was required at all times pertinent hereto to export any item subject to the Regulations to SUPARCO.

During negotiations concerning the transaction structure and sale of the item, the Pakistani company serving as the procurement agent had informed Spectrolab that it was procuring the item for Pakistan's Institute of Space Technology ("IST"). However, Spectrolab knew no later than August 14, 2014, that SUPARCO was involved in the transaction. While making arrangements to allow the parties involved in the transaction to inspect the solar simulator and to provide them with training on its installation and operation, Spectrolab was informed on or about August 14, 2014, that the engineer would participate in the training who was working "at a project with SUPARCO (<http://www.suparco.gov.pk/>) in collaboration with" the IST. (Parenthetical in original). The Pakistani procurement agent also provided Spectrolab with an address in Karachi, Pakistan, that was SUPARCO's address. Spectrolab used export control screening software to screen the engineer's name and the names of every party involved in the transaction *except* SUPARCO. Spectrolab also failed to screen the SUPARCO address that it had been provided in connection with this transaction.

The inspection and training occurred during the week of August 18, 2014. The SUPARCO engineer visited Spectrolab's facilities, introduced himself as and wore a badge identifying himself as a SUPARCO employee, and participated in the inspection

---

<sup>3</sup> See 15 C.F.R. § 772.1 ("Knowledge of a circumstance (the term may be a variant, such as 'know,' 'reason to know,' or 'reason to believe') includes not only positive knowledge that the circumstance exists or is substantially certain to occur, but also an awareness of a high probability of its existence or future occurrence. Such awareness is inferred from evidence of the conscious disregard of facts known to a person and is also inferred from a person's willful avoidance of facts.") (parenthetical and internal quotations in original).

and training. Several Spectrolab employees were aware of and/or participated in the inspection and training for the SUPARCO engineer, including Spectrolab's Director of Business Operations and its Marketing and Sales Coordinator.

As a result, Spectrolab knew that SUPARCO would be the end user of the item no later than the week of August 18, 2014. In addition, following the inspection and training, a Spectrolab distributor who also had attended the training confirmed in writing, via an August 26, 2014 email to Spectrolab entitled "Re: Final Destination," that the solar simulator would be installed at SUPARCO. Despite this knowledge, Spectrolab did not run or re-run its screening software to screen either the SUPARCO name or address in connection with this transaction, which contradicted the stated terms of Spectrolab's own export compliance plan.

Based on the foregoing, Spectrolab, an experienced and sophisticated exporter, knew or had reason to know that a license was required to export the items to SUPARCO. Nonetheless, Spectrolab stated that the shipment was "NLR" ("No License Required") in the "Delivery Note (Packing Slip)" that it provided to the distributor on August 26, 2014, knowing or with reason to know that this information would be provided to the freight forwarder and the U.S. Government in connection with the export of the item. On or about the next day, August 27, 2014, Spectrolab completed the sale of the solar simulator and transferred the item to the freight forwarder for export to SUPARCO in Pakistan, and shortly thereafter, on or about September 5, 2014, the solar simulator was exported without the required BIS license.<sup>4</sup>

In so doing, Spectrolab committed one violation of Section 764.2(e) of the Regulations.

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

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

IT IS THEREFORE ORDERED:

FIRST, Spectrolab shall be assessed a civil penalty in the amount of \$90,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of this Order.

---

<sup>4</sup> BIS detected the violation before the item was received in Pakistan, and on September 16, 2014, ordered the forwarder to return the item to the United States.

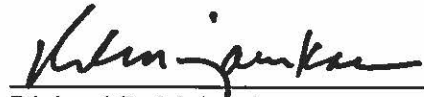
SECOND, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2000)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, Spectrolab will be assessed, in addition 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 is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Spectrolab. Accordingly, if Spectrolab should fail to pay the civil penalty in a full and timely manner, the undersigned may issue an order denying all of Spectrolab's export privileges under the Regulations for a period of one year from the date of failure to make such payment.

FOURTH, Spectrolab shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Proposed Charging Letter or the Order. The foregoing does not affect Spectrolab's testimonial obligations in any proceeding, nor does it affect its right to take legal or factual positions in civil litigation or other civil proceedings in which the U.S. Department of Commerce is not a party.

FIFTH, the Proposed 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<sup>5</sup>.

  
Richard R. Majauskas  
Deputy Assistant Secretary of Commerce  
for Export Enforcement

Issued this 22<sup>d</sup> day of August, 2016.

---

<sup>5</sup> Review and consideration of this matter has been delegated to the delegated to the Deputy Assistant Secretary of Commerce for Export Enforcement.

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

In the Matter of:

Spectrolab, Inc.  
12500 Gladstone Ave.  
Sylmar, CA 91342

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Spectrolab, Inc., of Sylmar, California ("Spectrolab"), 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"),<sup>1</sup> issued pursuant to the Export Administration Act of 1979, as amended (the "Act").<sup>2</sup>

WHEREAS, BIS has notified Spectrolab of its intentions to initiate an administrative proceeding against Spectrolab, pursuant to the Act and the Regulations;

WHEREAS, BIS has issued a Proposed Charging Letter to Spectrolab that alleges that Spectrolab committed one violation of the Regulations, specifically:

---

<sup>1</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2016). The charged violation occurred in 2014. The Regulations governing the violation at issue are found in the 2014 version 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.

<sup>2</sup> 50 U.S.C. §§ 4601-4623 (Supp. III 2015). 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 4, 2016 (81 Fed. Reg. 52,587 (Aug. 8, 2016)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.) (2012).

**Charge 1                      15 C.F.R. § 764.2(e): Acting with Knowledge of a Violation**

On or about August 27, 2014, Spectrolab sold and transferred an item to be exported from the United States and subject to the Regulations with knowledge or reason to know<sup>1</sup> that a violation of the Regulations was intended or about to occur in connection with the item. Specifically, Spectrolab sold and transferred a Large Area Pulsed Solar Simulator ("LAPSS II"), valued at \$414,679 and designated under the Regulations as EAR99, for export to Pakistan, knowing or with reason to know that the intended end user was Pakistan's Space and Upper Atmosphere Research Commission ("SUPARCO"), that SUPARCO was listed on BIS's Entity List, that a license was required to export the item to SUPARCO, and that no such export license had been obtained for this export.

SUPARCO has been on the Entity List, set forth in Supplement No. 4 to Part 744 for the Regulations, since 1998. SUPARCO was added as a listed entity through a rule published in the *Federal Register* regarding certain entities in India and Pakistan, including SUPARCO, that were "determined to be involved in nuclear or missile activities." See 63 Fed. Reg. 64,332 (Nov. 19, 1998). Pursuant to Section 744.11 and Supplement No. 4, a BIS license was required at all times pertinent hereto to export any item subject to the Regulations to SUPARCO.

During negotiations concerning the transaction structure and sale of the item, the Pakistani company serving as the procurement agent had informed Spectrolab that it was procuring the item for Pakistan's Institute of Space Technology ("IST"). However, Spectrolab knew no later than August 14, 2014, that SUPARCO was involved in the transaction. While making arrangements to allow the parties involved in the transaction to inspect the solar simulator and to provide them with training on its installation and operation, Spectrolab was informed on or about August 14, 2014, that the engineer would participate in the training who was working "at a project with SUPARCO (<http://www.suparco.gov.pk>) in collaboration with" the IST. (Parenthetical in original). The Pakistani procurement agent also provided Spectrolab with an address in Karachi, Pakistan, that was SUPARCO's address. Spectrolab used export control screening software to screen the engineer's name and the names of every party involved in the transaction *except* SUPARCO. Spectrolab also failed to screen the SUPARCO address that it had been provided in connection with this transaction.

The inspection and training occurred during the week of August 18, 2014. The SUPARCO engineer visited Spectrolab's facilities, introduced himself as and wore a badge identifying himself as a SUPARCO employee, and participated in the inspection and training. Several Spectrolab employees were aware of and/or participated in the inspection and training for the SUPARCO engineer, including Spectrolab's Director of Business Operations and its Marketing and Sales Coordinator.

As a result, Spectrolab knew that SUPARCO would be the end user of the item no later than the week of August 18, 2014. In addition, following the inspection and training, a Spectrolab

---

<sup>1</sup> See 15 C.F.R. § 772.1 ("Knowledge of a circumstance (the term may be a variant, such as 'know,' 'reason to know,' or 'reason to believe') includes not only positive knowledge that the circumstance exists or is substantially certain to occur, but also an awareness of a high probability of its existence or future occurrence. Such awareness is inferred from evidence of the conscious disregard of facts known to a person and is also inferred from a person's willful avoidance of facts.") (parenthetical and internal quotations in original).

distributor who also had attended the training confirmed in writing, via an August 26, 2014 email to Spectrolab entitled "Re: Final Destination," that the solar simulator would be installed at SUPARCO. Despite this knowledge, Spectrolab did not run or re-run its screening software to screen either the SUPARCO name or address in connection with this transaction, which contradicted the stated terms of Spectrolab's own export compliance plan.

Based on the foregoing, Spectrolab, an experienced and sophisticated exporter, knew or had reason to know that a license was required to export the items to SUPARCO. Nonetheless, Spectrolab stated that the shipment was "NLR" ("No License Required") in the "Delivery Note (Packing Slip)" that it provided to the distributor on August 26, 2014, knowing or with reason to know that this information would be provided to the freight forwarder and the U.S. Government in connection with the export of the item. On or about the next day, August 27, 2014, Spectrolab completed the sale of the solar simulator and transferred the item to the freight forwarder for export to SUPARCO in Pakistan, and shortly thereafter, on or about September 5, 2014, the solar simulator was exported without the required BIS license.<sup>1</sup>

In so doing, Spectrolab committed one violation of Section 764.2(e) of the Regulations.

WHEREAS, Spectrolab has reviewed the Proposed Charging Letter and is aware of the allegations made against it and the administrative sanctions that could be imposed against it if the allegations are found to be true;

WHEREAS, Spectrolab fully understands 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, Spectrolab enters into this Agreement voluntarily and with full knowledge of its rights, after having consulted with counsel;

WHEREAS, Spectrolab states that no promises or representations have been made to it other than the agreements and considerations herein expressed;

WHEREAS, Spectrolab neither admits nor denies the allegations contained in the Proposed Charging Letter; and

WHEREAS, Spectrolab agrees to be bound by the Order, if issued;

---

<sup>1</sup> BIS detected the violation before the item was received in Pakistan, and on September 16, 2014, ordered the forwarder to return the item to the United States.



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

1. BIS has jurisdiction over Spectrolab, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.

2. The following sanction shall be imposed against Spectrolab in complete settlement of the alleged violation of the Regulations relating to the transaction specifically detailed in the Proposed Charging Letter:

a. Spectrolab shall be assessed a civil penalty in the amount of \$90,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of the Order. Payment shall be made in the manner specified in the attached instructions.

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Spectrolab hereby waives 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) 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.

4. Spectrolab shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Proposed Charging Letter or the Order. The foregoing does not affect Spectrolab's testimonial obligations in any proceeding, nor does it affect its right to take legal or factual positions in civil

litigation or other civil proceedings in which the U.S. Department of Commerce is not a party.

5. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a. BIS will not initiate any further administrative proceeding against Spectrolab in connection with any violation of the Act or the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

6. 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.


7. 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.

8. 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.

9. BIS will make the Proposed Charging Letter, this Agreement, and the Order, if issued, available to the public.


10. 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

  
\_\_\_\_\_  
Douglas R. Hassebrook  
Director of Export Enforcement

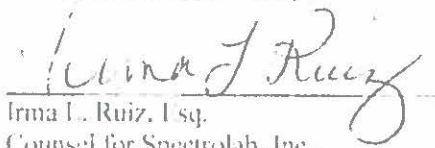
Date: 22 Aug 16

SPECTROLAB, INC.

  
\_\_\_\_\_  
Tony Mueller  
President  
Spectrolab, Inc.

Date: 8/17/2016

Reviewed and approved by:

  
\_\_\_\_\_  
Irma L. Ruiz, Esq.  
Counsel for Spectrolab, Inc.

Date: 8/17/2016

PROPOSED CHARGING LETTER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Spectrolab, Inc.  
12500 Gladstone Ave.  
Sylmar, CA 91342

*Attention: Tony Mueller*  
*President*

Dear Mr. Mueller,

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has reason to believe that Spectrolab, Inc., of Sylmar, California ("Spectrolab"), has violated the Export Administration Regulations (the "Regulations"), which issued under the authority of the Export Administration Act of 1979, as amended (the "Act").<sup>1</sup> Specifically, BIS alleges that Spectrolab committed the following violation:

**Charge 1      15 C.F.R. § 764.2(e) – Acting with Knowledge of a Violation**

On or about August 27, 2014, Spectrolab sold and transferred an item to be exported from the United States and subject to the Regulations with knowledge or reason to know<sup>2</sup> that a violation of the Regulations was intended or about to occur in connection with the item. Specifically, Spectrolab sold and transferred a Large Area Pulsed Solar Simulator ("LAPSS II"), valued at \$414,679 and designated under the Regulations as EAR99, for export to Pakistan, knowing or with reason to know that the intended end user was Pakistan's Space and Upper Atmosphere Research Commission ("SUPARCO"), that SUPARCO was listed on BIS's Entity List, that a license was required to export the item to SUPARCO, and that no such export license had been obtained for this export.

---

<sup>1</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2016). The violation alleged occurred in 2014. The Regulations governing the violation at issue are found in the 2014 version of the Code of Federal Regulations, 15 C.F.R. Parts 730-774 (2014). The 2016 Regulations govern the procedural aspects of this case. 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 extended by successive Presidential Notices, the most recent being that of August 4, 2016 (81 Fed. Reg. 52,587 (Aug. 8, 2016)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.* (2012)).

<sup>2</sup> See 15 C.F.R. § 772.1 ("Knowledge of a circumstance (the term may be a variant, such as 'know,' 'reason to know,' or 'reason to believe') includes not only positive knowledge that the circumstance exists or is substantially certain to occur, but also an awareness of a high probability of its existence or future occurrence. Such awareness is inferred from evidence of the conscious disregard of facts known to a person and is also inferred from a person's willful avoidance of facts.") (parenthetical and internal quotations in original).

SUPARCO has been on the Entity List, set forth in Supplement No. 4 to Part 744 for the Regulations, since 1998. SUPARCO was added as a listed entity through a rule published in the *Federal Register* regarding certain entities in India and Pakistan, including SUPARCO, that were “determined to be involved in nuclear or missile activities.” See 63 Fed. Reg. 64,332 (Nov. 19, 1998). Pursuant to Section 744.11 and Supplement No. 4, a BIS license was required at all times pertinent hereto to export any item subject to the Regulations to SUPARCO.

During negotiations concerning the transaction structure and sale of the item, the Pakistani company serving as the procurement agent had informed Spectrolab that it was procuring the item for Pakistan’s Institute of Space Technology (“IST”). However, Spectrolab knew no later than August 14, 2014, that SUPARCO was involved in the transaction. While making arrangements to allow the parties involved in the transaction to inspect the solar simulator and to provide them with training on its installation and operation, Spectrolab was informed on or about August 14, 2014, that the engineer would participate in the training who was working “at a project with SUPARCO (<http://www.suparco.gov.pk/>) in collaboration with” the IST. (Parenthetical in original). The Pakistani procurement agent also provided Spectrolab with an address in Karachi, Pakistan, that was SUPARCO’s address. Spectrolab used export control screening software to screen the engineer’s name and the names of every party involved in the transaction *except* SUPARCO. Spectrolab also failed to screen the SUPARCO address that it had been provided in connection with this transaction.

The inspection and training occurred during the week of August 18, 2014. The SUPARCO engineer visited Spectrolab’s facilities, introduced himself as and wore a badge identifying himself as a SUPARCO employee, and participated in the inspection and training. Several Spectrolab employees were aware of and/or participated in the inspection and training for the SUPARCO engineer, including Spectrolab’s Director of Business Operations and its Marketing and Sales Coordinator.

As a result, Spectrolab knew that SUPARCO would be the end user of the item no later than the week of August 18, 2014. In addition, following the inspection and training, a Spectrolab distributor who also had attended the training confirmed in writing, via an August 26, 2014 email to Spectrolab entitled “Re: Final Destination,” that the solar simulator would be installed at SUPARCO. Despite this knowledge, Spectrolab did not run or re-run its screening software to screen either the SUPARCO name or address in connection with this transaction, which contradicted the stated terms of Spectrolab’s own export compliance plan.

Based on the foregoing, Spectrolab, an experienced and sophisticated exporter, knew or had reason to know that a license was required to export the items to SUPARCO. Nonetheless, Spectrolab stated that the shipment was “NLR” (“No License Required”) in the “Delivery Note (Packing Slip)” that it provided to the distributor on August 26, 2014, knowing or with reason to know that this information would be provided to the freight forwarder and the U.S. Government in connection with the export of the item. On or about the next day, August 27, 2014, Spectrolab completed the sale of the solar simulator and transferred the item to the freight forwarder for

export to SUPARCO in Pakistan, and shortly thereafter, on or about September 5, 2014, the solar simulator was exported without the required BIS license.<sup>3</sup>

In so doing, Spectrolab committed one violation of Section 764.2(e) of the Regulations.

\* \* \* \* \*

Accordingly, Spectrolab is 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 \$284,582 per violation,<sup>4</sup> or twice the value of the transaction that is the basis of the violation;<sup>5</sup>
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

If Spectrolab fails 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 Spectrolab defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Spectrolab. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

Spectrolab is 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. Spectrolab is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. *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 Spectrolab have a proposal to settle this case, Spectrolab should transmit it to the attorney representing BIS named below.

---

<sup>3</sup> BIS detected the violation before the item was received in Pakistan, and on September 16, 2014, ordered the forwarder to return the item to the United States.

<sup>4</sup> *See* 15 C.F.R. § 6.4(b)(4). This amount is subject to annual increases pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015.

<sup>5</sup> *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).



Spectrolab is further notified that under the Small Business Regulatory Enforcement Flexibility Act, Spectrolab 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, Spectrolab's answer 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 Spectrolab's answer must be served on BIS at the following address:

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

Brian Volsky is the attorney representing BIS in this case; any communications that Spectrolab may wish to have concerning this matter should occur through him. Mr. Volsky may be contacted by telephone at (202) 482-5301.

Sincerely,

Douglas R. Hassebrock  
Director  
Office of Export Enforcement