

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

\_\_\_\_\_  
In the Matter of: )  
)  
Jianwei Ding )  
51 Bukit Batok Crescent )  
#0828 Unity Centre )  
Singapore 658077 )  
)  
and )  
)  
Registration #: 29603-050 )  
FCI La Tuna )  
Federal Correction Institution )  
P.O. Box 3000 )  
Anthony, TX 88021 )  
)  
\_\_\_\_\_  
Respondent )

**ORDER RELATING TO JIANWEI DING**

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Jianwei Ding (“Ding”), in his individual capacity, of its intention to initiate an administrative proceeding against him 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

<sup>1</sup> The violation alleged to have been committed occurred in 2007 and 2008. The Regulations governing the violation at issue are found in the 2007 through 2008 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2007, 2008)). The 2011 Regulations set forth the procedures that apply to this matter.

<sup>2</sup> 50 U.S.C. app. §§ 2401-2420 (2000). 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 12, 2010 (75 Fed. Reg. 50,681 (Aug. 16, 2010)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.). The Act and the Regulations are available on the Government Printing Office website at: <http://www.access.gpo.gov/bis/>.

charging letter to Ding that alleges that he committed one violation of the Regulations.

Specifically, the allegations are:

**Charge 1      15 C.F.R. § 764.2(d) – Conspiracy to Export Items from the United States to China without the Required Licenses**

Beginning at least in or around February 2007, and continuing through at least in or around April 2008, Ding conspired or acted in concert with others, known and unknown, to violate the Regulations or to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to export items subject to the Regulations from the United States to the People's Republic of China ("China"), without the required U.S. Government authorization. Specifically, Ding and others conspired to export Toray M40JB-6000-50B carbon fiber ("Toray M40") and Toray M60JB-6000-50B carbon fiber ("Toray M60") from the United States to China without a license. The Toray M40 was subject to the Regulations, classified under Export Control Classification Number ("ECCN") 1C010.b, controlled for export to China for nuclear proliferation and national security reasons, and valued at approximately \$91,800. The Toray M60 was an item subject to the Regulations, classified under ECCN 1C210.a, controlled for export to China for nuclear proliferation reasons, and valued at approximately \$223,600. These exports required a license pursuant to Sections 742.3 and 742.4 of the Regulations.

In furtherance of the conspiracy, Ding, as the manager of Jowa Globaltech Pte. Ltd., a.k.a. FirmSpace Pte. Ltd. ("FirmSpace"), and Far Easton Co. Pte. Ltd., Singapore-based companies that acquired items for customers including the China Academy of Space Technology ("CAST"), participated in a scheme whereby he directed activities in Singapore and the United States to obtain the Toray materials for CAST, maintained a relationship with CAST, and provided the money required to purchase Toray material for export to CAST.

In furtherance of the conspiracy, Ding, knowing that his Singapore companies were arranging for the purchase of Toray materials from what Ding believed to be a U.S. supplier of Toray materials, instructed co-conspirator Ping Cheng, a U.S. individual, to inspect the merchandise and determine its authenticity. On or about April 17, 2007, Ding sent an email to Cheng requesting that Cheng fly to Minnesota from New York to inspect a lot of 104 kilograms of Toray M60 material. On or about June 29, 2007, Ding directed Cheng to travel to Minnesota to inspect a lot of 211 kilograms of Toray M40 material. Upon receiving reports and pictures of the items from Cheng, Ding then instructed FirmSpace to issue purchase orders to the apparent U.S. supplier and authorized wire transfers for payment for the Toray M60 and Toray M40 materials in FirmSpace's name, thereby obscuring CAST's role in the transaction.

Ding took these actions despite repeated warnings that an export license was required for the Toray material. Specifically, on or about March 28, 2007, and again on or about April 5, 2007, Ding received two emails from an individual he believed to be a U.S. supplier of the Toray materials that informed him of licensing requirements for the Toray

M60 material. Again, on or about May 7, 2007, Ding received an email from an individual he believed to be a U.S. supplier of the Toray materials that informed him of licensing requirements for the Toray M40 material. Nevertheless, Ding instructed his co-conspirators to go forward with this transaction and to export the Toray materials, which were destined for CAST.

Following the completion of these purchases, the materials were moved to New York for storage in anticipation of export. Thereafter on or about October 12, 2007, Ding requested that Cheng make a test export of one box of the Toray M40 materials from the United States, and Ding provided to Cheng the name of a specific individual at a specific company that would facilitate the export. When the efforts of Cheng to reach the specific individual provided by Ding were unsuccessful, on or about November 17, 2007, Cheng asked Ding to provide additional instructions and informed Ding that he "had to make up the story [when] I call for [a] rate quote." On or about November 22, 2007, Ding advised Cheng to try again and to "only say 'a customer do[es] have one box goods ship to Taiwan' she will know."

Finally, in furtherance of the conspiracy, on or about April 7, 2008, Ding sent Cheng an email directing the export from the United States of the 104 kilograms of Toray M60 material to Jowa Globaltech Pte. Ltd., a.k.a. FirmSpace, in Singapore and of the 211 kilograms of Toray M40 material to New Bluesky Technology Co. Ltd. in Hong Kong. These exports were destined for CAST in China. In so doing, Ding committed one violation of Section 764.2(d) of the Regulations.

WHEREAS, BIS and Ding 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, Ding shall be assessed a civil penalty in the amount of \$100,000, which shall be paid to the U.S. Department of Commerce in two installments of \$50,000. The first installment of \$50,000 shall be paid within 30 days from the date of this Order, and the second installment of \$50,000 shall be paid within six months from the date of this Order.

SECOND, that, 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 any payment is not made in full by the due date set forth herein, Ding 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, for a period of twenty-five (25) years from the date of this Order, Jianwei Ding, 51 Bukit Batok Crescent, #0828 Unity Centre, Singapore 658077, and Registration #: 29603-050, FCI La Tuna, Federal Correction Institution, P.O. Box 3000, Anthony, TX 88021, and when acting for or on behalf of Ding, his representatives, agents, assigns or employees (hereinafter collectively referred to as "Denied Person") may not participate, directly or indirectly, 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.

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

- A. Export or reexport to or on behalf of the Denied Person any item subject to the Regulations;
- B. Take any action that facilitates the acquisition or attempted acquisition by the 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 the 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 the Denied Person of any item subject to the Regulations that has been exported from the United States;
- D. Obtain from the 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 the Denied Person, or service any item, of whatever origin, that is owned, possessed or controlled by the 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.

FIFTH, that, after notice and opportunity for comment as provided in Section 766.23 of the Regulations, any person, firm, corporation, or business organization related

to the 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 the Order.

SIXTH, that the proposed charging letter, the Settlement Agreement, and this Order shall be made available to the public.

SEVENTH, that this Order shall be served on Ding and published in the *Federal Register*.

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 27 day of July, 2011.

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

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FCI La Tuna )  
Federal Correction Institution )  
P.O. Box 3000 )  
Anthony, TX 88021 )  
)  
Respondent )  
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SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Jianwei Ding (“Ding”) 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 (currently codified at 15 C.F.R. Parts 730-774 (2011)) (the “Regulations”),<sup>1</sup> issued pursuant to the Export Administration Act of 1979, as amended (50 U.S.C. app. §§ 2401-2420 (2000)) (the “Act”).<sup>2</sup>

<sup>1</sup> The violation alleged to have been committed occurred in 2007 and 2008. The Regulations governing the violation at issue are found in the 2007 through 2008 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2007, 2008)). The 2011 Regulations set forth the procedures that apply to this matter.

<sup>2</sup> 50 U.S.C. app. §§ 2401-2420 (2000). 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 12, 2010 (75 Fed. Reg. 50,681 (Aug. 16, 2010)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.). The Act and the Regulations are available on the Government Printing Office website at: <http://www.access.gpo.gov/bis/>.

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

WHEREAS, BIS has issued a proposed charging letter to Ding that alleged that Ding committed one violation of the Regulations, specifically:

**Charge 1      15 C.F.R. § 764.2(d) – Conspiracy to Export Items from the United States to China without the Required Licenses**

Beginning at least in or around February 2007, and continuing through at least in or around April 2008, Ding conspired or acted in concert with others, known and unknown, to violate the Regulations or to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to export items subject to the Regulations from the United States to the People's Republic of China ("China"), without the required U.S. Government authorization. Specifically, Ding and others conspired to export Toray M40JB-6000-50B carbon fiber ("Toray M40") and Toray M60JB-6000-50B carbon fiber ("Toray M60") from the United States to China without a license. The Toray M40 was subject to the Regulations, classified under Export Control Classification Number ("ECCN") 1C010.b, controlled for export to China for nuclear proliferation and national security reasons, and valued at approximately \$91,800. The Toray M60 was an item subject to the Regulations, classified under ECCN 1C210.a, controlled for export to China for nuclear proliferation reasons, and valued at approximately \$223,600. These exports required a license pursuant to Sections 742.3 and 742.4 of the Regulations.

In furtherance of the conspiracy, Ding, as the manager of Jowa Globaltech Pte. Ltd., a.k.a. FirmSpace Pte. Ltd. ("FirmSpace"), and Far Easttron Co. Pte. Ltd., Singapore-based companies that acquired items for customers including the China Academy of Space Technology ("CAST"), participated in a scheme whereby he directed activities in Singapore and the United States to obtain the Toray materials for CAST, maintained a relationship with CAST, and provided the money required to purchase Toray material for export to CAST.

In furtherance of the conspiracy, Ding, knowing that his Singapore companies were arranging for the purchase of Toray materials from what Ding believed to be a U.S. supplier of Toray materials, instructed co-conspirator Ping Cheng, a U.S. individual, to inspect the merchandise and determine its authenticity. On or about April 17, 2007, Ding sent an email to Cheng requesting that Cheng fly to Minnesota from New York to inspect a lot of 104 kilograms of Toray M60 material. On or about June 29, 2007, Ding directed Cheng to travel to Minnesota to inspect a lot of 211 kilograms of Toray M40 material. Upon receiving reports and pictures of the items from Cheng, Ding then instructed FirmSpace to issue purchase orders to the apparent U.S. supplier and authorized wire transfers for payment for the Toray M60 and Toray M40 materials in FirmSpace's name, thereby obscuring CAST's role in the transaction.

Ding took these actions despite repeated warnings that an export license was required for the Toray material. Specifically, on or about March 28, 2007, and again on or about April 5, 2007, Ding received two emails from an individual he believed to be a U.S. supplier of the Toray materials that informed him of licensing requirements for the Toray M60 material. Again, on or about May 7, 2007, Ding received an email from an individual he believed to be a U.S. supplier of the Toray materials that informed him of licensing requirements for the Toray M40 material. Nevertheless, Ding instructed his co-conspirators to go forward with this transaction and to export the Toray materials, which were destined for CAST.

Following the completion of these purchases, the materials were moved to New York for storage in anticipation of export. Thereafter on or about October 12, 2007, Ding requested that Cheng make a test export of one box of the Toray M40 materials from the United States, and Ding provided to Cheng the name of a specific individual at a specific company that would facilitate the export. When the efforts of Cheng to reach the specific individual provided by Ding were unsuccessful, on or about November 17, 2007, Cheng asked Ding to provide additional instructions and informed Ding that he "had to make up the story [when] I call for [a] rate quote." On or about November 22, 2007, Ding advised Cheng to try again and to "only say 'a customer do[es] have one box goods ship to Taiwan' she will know."

Finally, in furtherance of the conspiracy, on or about April 7, 2008, Ding sent Cheng an email directing the export from the United States of the 104 kilograms of Toray M60 material to Jowa Globaltech Pte. Ltd., a.k.a. FirmSpace, in Singapore and of the 211 kilograms of Toray M40 material to New Bluesky Technology Co. Ltd. in Hong Kong. These exports were destined for CAST in China. In so doing, Ding committed one violation of Section 764.2(d) of the Regulations.

WHEREAS, Ding has reviewed the proposed charging letter and is aware of the allegations made against him and the administrative sanctions which could be imposed against him if the allegations are found to be true;

WHEREAS, Ding fully understands the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement will issue if the Assistant Secretary approves this Agreement as the final resolution of this matter;

WHEREAS, Ding enters into this Agreement voluntarily and with full knowledge of his rights;

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

WHEREAS, Ding neither admits nor denies the allegations contained in the proposed charging letter;

WHEREAS, the Parties wish to settle and dispose of all matters alleged in the proposed charging letter by entering into this Agreement; and

WHEREAS, the Parties agree to be bound by the Order, if entered;

NOW THEREFORE, the Parties hereby agree as follows:

1. BIS has jurisdiction over Ding, under the Regulations, in connection with the matters alleged in the proposed charging letter.

2. The following sanction shall be imposed against Ding in complete settlement of the alleged violations of the Regulations relating to the transactions detailed in the proposed charging letter:

a. Ding shall be assessed a civil penalty in the amount of \$100,000.00, which shall be paid to the U.S. Department of Commerce in two installments of \$50,000. The first installment of \$50,000 shall be paid within 30 days from the date of the Order, and the second installment of \$50,000 shall be paid within six months from the date of the Order.

b. For a period of 25 years from the date of the Order, Ding and when acting for or on behalf of Ding, his representatives, agents, assigns or employees (hereinafter collectively referred to as the "Denied Person") may not participate, directly or indirectly, 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.

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Ding 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 entered; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued.

4. Upon entry of the Order and timely payment of the \$100,000 civil penalty, BIS will not initiate any further administrative proceedings against Ding in connection

with any violation of the Act or the Regulations arising out of the transactions identified in the proposed charging letter.

5. BIS will make the proposed charging letter, this Agreement, and the Order, if issued, available to the public.

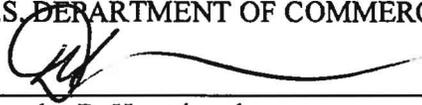
6. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial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

7. No oral 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. Each signatory affirms that he has authority to enter into this Settlement Agreement and to bind his respective party to the terms and conditions set forth herein.

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

  
\_\_\_\_\_  
Douglas R. Hassebrock  
Director  
Office of Export Enforcement

Date: 17 Jul 2011

JIANWEI DING

  
\_\_\_\_\_  
Jianwei Ding

Date: July 06, 2011

PROPOSED CHARGING LETTER

CERTIFIED AND REGISTERED MAIL - RETURN RECEIPT REQUESTED

Jianwei Ding  
4 Chu Lin Road  
Bamboo Grove Park  
Singapore 669892

Registration #: 29603-050  
FCI La Tuna  
Federal Correction Institution  
P.O. Box 3000  
Anthony, TX 88021

Dear Mr. Ding:

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has reason to believe that you, Jianwei Ding, a.k.a. Will Ting, in your individual capacity, have committed one violation of the Export Administration Regulations (the Regulations"),<sup>1</sup> which are issued under the authority of the Export Administration Act of 1979, as amended (the "Act").<sup>2</sup> Specifically, BIS charges that Ding committed the following violation:

**Charge 1     15 C.F.R. § 764.2(d) – Conspiracy to Export Items from the United States to China without the Required Licenses**

Beginning at least in or around February 2007, and continuing through at least in or around April 2008, Ding conspired or acted in concert with others, known and unknown, to violate the Regulations or to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to export items subject to the Regulations from the United States to the People's Republic of China ("China"), without the required U.S. Government authorization. Specifically, Ding and others conspired to export Toray M40JB-6000-50B carbon fiber ("Toray

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M40”) and Toray M60JB-6000-50B carbon fiber (“Toray M60”) from the United States to China without a license. The Toray M40 was subject to the Regulations, classified under Export Control Classification Number (“ECCN”) 1C010.b, controlled for export to China for nuclear proliferation and national security reasons, and valued at approximately \$91,800. The Toray M60 was an item subject to the Regulations, classified under ECCN 1C210.a, controlled for export to China for nuclear proliferation reasons and valued at approximately \$223,600. These exports required a license pursuant to Sections 742.3 and 742.4 of the Regulations.

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In so doing, Ding committed one violation of Section 764.2(d) of the Regulations.

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Accordingly, Ding is hereby notified that an administrative proceeding is instituted against him 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 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;<sup>3</sup>
- Denial of export privileges; and/or
- Exclusion from practice before BIS.

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

Ding is further notified that he is entitled to an agency hearing on the record if he files a written demand for one with his answer. *See* 15 C.F.R. § 766.6. Ding is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent him. *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 Ding have a proposal to settle this case, Ding or his representative should transmit it to the attorney representing BIS named below.

Ding is further notified that under the Small Business Regulatory Enforcement Flexibility Act, Ding 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/>.

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<sup>3</sup> International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

Jianwei Ding  
Proposed Charging Letter  
Page 4 of 4

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, Ding'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 Ding's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security  
Attention: Adrienne Frazier, Esq.  
Room H-3839  
United States Department of Commerce  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230

Adrienne Frazier is the attorney representing BIS in this case; any communications that Ding may wish to have concerning this matter should occur through her. Ms. Frazier may be contacted by telephone at (202) 482-5301.

Sincerely,

Douglas R. Hassebrock  
Director  
Office of Export Enforcement