

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

In the Matter of:

Afshin (“Sean”) Naghibi
9426 Blessing Drive
Pleasanton, CA 94588

Respondent

ORDER RELATING TO
AFSHIN (“SEAN”) NAGHIBI

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Afshin (“Sean”) Naghibi of Pleasanton, California (“Naghibi”), of its intention to initiate an administrative proceeding against Naghibi pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),¹ and Section 13(c) of the Export Administration Act of 1979, as amended (the “Act”),² through the issuance of a Proposed Charging Letter to Naghibi that alleges that Naghibi committed seventeen violations of the Regulations. Specifically, the charges are:

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

Beginning at least in November 2008 and continuing through in or about April 2010, Naghibi conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to bring about the export of ultrasound equipment and related accessories, items

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2013). The violations alleged occurred in 2008-2010. The Regulations governing the violations at issue are found in the 2008-2010 versions of the Code of Federal Regulations, 15 C.F.R. Parts 730-774 (2008-2010). The 2013 Regulations govern the procedural aspects of this case.

² 50 U.S.C. app. §§ 2401-2420 (2000). 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 8, 2013 (78 Fed. Reg. 49107 (Aug. 12, 2013)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.*) (2006 & Supp. IV 2010).

designated as EAR99³ and valued at \$1,468,950, by United Medical Instruments, Inc., a San Jose, California company, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations ("ITR")⁴ maintained by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transactions described herein.

Specifically, in furtherance of the conspiracy, Naghibi, through UMI, for which Naghibi served as Chief Operational Officer and International Sales Manager, participated in a scheme to export medical equipment to Iran without a license. The object of this conspiracy remained the same, even though the conspirators changed their method of accomplishing this objective during the related U.S. Government investigation. In furtherance of the conspiracy, Naghibi and Taban Saar, an Iranian individual, asked Bart Coppers ("Coppers"), who is the owner and President of Belgian company BVBA Coppers ("BVBA") and administrator and part owner of Belgian company Raytec SA ("Raytec"), to ship ultrasound units for UMI to Taban Saar in Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

Between November 2008 and February 2009, in furtherance of the conspiracy, Asghar Naderpour a/k/a Nader Naderpour ("Naderpour"), an Iranian individual affiliated with Taban Saar, used a personal email account and sent purchase orders directly to Naghibi of UMI for medical equipment. To assist UMI in filling these orders, Naghibi arranged to transship the exports through BVBA in Belgium to Taban Saar in Iran. At times, UMI included in its order forms the note "BVBA c/o Taban," which indicated that the shipment was going through the Belgian company BVBA for Iranian co-conspirator Taban Saar. Naghibi, through UMI, also attempted to conceal Taban Saar's address by only identifying the Iranian company's street address on shipping and invoice documents. On such documents, UMI did not include the country of ultimate destination, which was Iran. The street address, however, was the same one in Iran that was listed on Taban Saar's website. On the same invoices and shipping documents, UMI listed Taban Saar's Iranian phone number.

On February 13, 2009, OFAC issued an administrative subpoena to UMI seeking documents and information related to certain funds transfers, dated between January 3, 2007 and June 30, 2008, that appeared to be in violation of the ITR. Despite the OFAC

³ EAR99 is a designation for items subject to the Regulations but not listed on the Commerce Control List. 15 C.F.R. § 734.3(c) (2008-2010).

⁴ 31 C.F.R. Part 560 (2008-2010).

subpoena, from February 2009 until April 2009, for approximately two and a half months, Naghibi, on behalf of UMI, continued to take orders directly from Naderpour from Naderpour's personal email account, and BVBA continued to transship the ordered items through Belgium to Iran once it received them from UMI. During this period, however, UMI again took steps to attempt to conceal the fact that it knew the exports were intended for Iran. In furtherance of the scheme, in an email dated March 13, 2009, the Iranian party Naderpour told Coppers, "UMI requested me to ask you to send an email to them with the following text. **'The coppers bvba [sic] sell all ultrasound machines to the belgium [sic] market which order to UMI company in the USA.'**" (Emphasis in original.) With this email, Taban Saar, at the direction of UMI and Naghibi, attempted to create a written record suggesting that UMI was unaware that the orders actually were intended for Iran. Furthermore, as the International Sales Manager, Naghibi knew or had reason to know that transshipments to Iran were prohibited because, *inter alia*, UMI began including a specific notice of the prohibition on its shipping and invoice documents beginning in February 2009. Specifically, on its invoices, UMI included a statement to its customers that the shipped items were intended for the "ship to" country and that, "[d]iversion contrary to US law prohibited. US law currently prohibits sale of products without appropriate export license to the following countries: Iran, Lybia [sic], Syria, N. Korea, Cuba and Sudan."

Additionally, in furtherance of the conspiracy, from August 2009 to April 2010, the conspirators changed the structure of the scheme by using Raytec to place orders with UMI rather than BVBA to further conceal the fact that Naghibi and UMI knew that the items were intended for Iran. Naghibi no longer took orders directly from Taban Saar from Naderpour's personal email account. Instead, Naghibi took steps to conceal the business relationship between Taban Saar and UMI by having Taban Saar use Coppers of BVBA and Raytec to place orders with and make payments to UMI on behalf of Taban Saar. Specifically, Iranian purchaser Taban Saar would provide order requests to Coppers in his capacity with BVBA or Raytec, and the Belgian companies would then issue purchase orders to UMI on Taban Saar's behalf. At times, Taban Saar used the same arrangement to pay UMI, and would send payment to BVBA or Raytec, which then transferred Taban Saar's funds to UMI. To further conceal the fact that it knew the items were intended for Iran, UMI and Naghibi also had both BVBA and Raytec sign a "Customer Assurance Letter" that stated that the Belgian companies understood that: 1) "[a]ll products delivered...by United Medical Instruments (UMI) are for distribution exclusively in Belgium;" 2) prior to any reexport, the customer will notify UMI and assure that the company "will abide by the Export Administration Regulations as issued by the United States Government, Bureau of Industry and Security;" and 3) "[s]pecific countries to which no shipment will be made are Cuba, Iran, North Korea, Sudan and Syria."

Despite efforts to conceal UMI's and Naghibi's involvement with the Iranian transactions, in furtherance of the conspiracy, Naderpour of Taban Saar and Naghibi of UMI continued to communicate regarding the purchase orders and payments. In an email dated December 17, 2009, Naderpour stated, "UMI has not received the P/O yet," and asked Coppers to "send again." In another email communication, Coppers referenced receiving

a bank transfer from Naderpour for payment for items ordered by Taban Saar, via Belgium, from UMI. Because there was a discrepancy between the amount of the wire transfer and the amount listed on the purchase order, Coppers asked Naderpour to confirm the amount with Naghibi on Coppers's behalf, stating, "Please, ask Mr. Sean [Naghibi of UMI] if 12000 USD is oke [sic]. I can phone to the bank tomorrow and sent [sic] the wire transfer." In addition, in an email dated January 8, 2010, Coppers asked whether Naderpour had spoken to Sean Naghibi of UMI regarding "our relation between Coppers BVBA and UMI." Naderpour responded in an email dated January 14, 2010, stating, "I talked to Sean [Naghibi] [f]or coppers [sic] business with UMI" and stated, "No problem Go ahead with him." These emails indicate that co-conspirators Taban Saar and Naghibi, on behalf of UMI, coordinated to ensure that shipments and payments were handled pursuant to their instructions through the Belgian middle parties.

At all times during the conspiracy, Naghibi knew or had reason to know that the transactions required a license. In 2003, UMI had applied for an OFAC license for medical equipment, but OFAC sent a letter stating that the application was deficient because UMI had not submitted, among other things, the full name and addresses of all parties involved in the transaction and their roles and a description of all items to be exported. The 2003 application to OFAC was signed by Naghibi, who identified himself as the Chief Operational Officer for UMI. Later, on July 26, 2007, BIS's Office of Export Enforcement conducted an outreach visit to UMI and spoke with Chief Financial Officer Naghibi and UMI's office manager regarding transactions with Iran. Although UMI's representatives claimed limited knowledge of the Regulations, they acknowledged familiarity with the Shipper's Export Declaration. In an email dated August 7, 2007, following the outreach visit, Naghibi stated to an OEE agent that he was aware that "none of our shipments can eventually end up in a boycotted country."

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

Charges 2-17 15 C.F.R. § 764.2(h) – Evasion of the Regulations by Selling Medical Equipment to Iran without a License

On or about November 28, 2008, through in or about April 3, 2010, Naghibi took actions to evade the Regulation. Specifically, Naghibi, as Chief Operational Officer and International Sales Manager of U.S. company UMI, exported without a license from the United States to Iran, through Belgium, ultrasound equipment and related accessories, items designated as EAR99⁵ and valued at \$1,468,950, by UMI, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations ("ITR")⁶ maintained by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the

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exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transaction described herein.

Specifically, Naghibi, acting on behalf of UMI, took actions to evade the Regulations by asking Bart Coppers of Belgian companies BVBA and Raytec to ship ultrasound units for UMI to Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

Using the arrangement agreed to with Coppers, between November 2008 and February 2009, Naghibi, through UMI, sold medical equipment directly to Asghar Naderpour a/k/a Nader Naderpour ("Naderpour"), an Iranian affiliated with Taban Saar, which was exported through BVBA in Belgium, to Iran. Later, from August 2009 to April 2010, Naghibi, through UMI, continued to sell to Iran but changed the structure of the transaction to conceal the fact that UMI and Naghibi knew the ultimate destination of the items. Naghibi and UMI took steps to conceal the business relationship between Taban Saar and UMI by having Taban Saar use Coppers of BVBA and Raytec to place orders with and make payments to UMI. Specifically, Naghibi and UMI received order requests from Raytec and sold ultrasound equipment and accessories to Coppers in his capacity with BVBA or Raytec, which acted on behalf of Iranian purchaser Taban Saar. At times, Taban Saar used the same arrangement to pay UMI, and would send payment to BVBA or Raytec, which then transferred the funds provided by Taban Saar to UMI.

In so doing, Naghibi committed sixteen violations of Section 764.2(h) of the Regulations.

WHEREAS, BIS and Naghibi 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, Naghibi shall be assessed a civil penalty in the amount of \$800,000.

Naghibi shall pay the U.S. Department of Commerce in six installments of: \$7,000 not later than October 31, 2013; \$6,000 not later than January 31, 2014; \$6,000 not later than April 30, 2014; \$6,000 not later than July 31, 2014; \$6,000 not later than October 31,

2014; and \$6,000 not later than January 30, 2015. Payment shall be made in the manner specified in the attached instructions. If any of the six installment payments is not fully and timely made, any remaining scheduled installment payments and any suspended penalty may become due and owing immediately. Payment shall be made in the manner specified in the attached instructions. Payment of the remaining \$763,000 shall be suspended for a period of two years from the date of the Order, and thereafter shall be waived, provided that during this two-year payment probationary period under the Order, Naghibi has committed no violation of the Act, or any regulation, order, license or authorization issued thereunder and has made full and timely payment of \$37,000 as set forth above.

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 payment is not made by the due dates specified herein, Naghibi 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, that 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 Naghibi.

FOURTH, that for a period of six (6) years from the date of this Order, Naghibi, with a last known address of 9426 Blessing Drive, Pleasanton, California 94588, and when acting for or on his behalf, his successors, assigns, representatives, agents, or

employees (hereinafter collectively referred to as "Denied Person"), 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, 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.

SIXTH, 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.

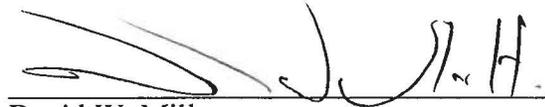
SEVENTH, Naghibi shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Proposed Charging Letter or the Order. The foregoing does not affect Naghibi's testimonial obligations in any proceeding, nor does it affect its right to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

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

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

NINTH, that this Order shall be served on Naghibi, and shall be 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 26th day of September, 2013.

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

In the Matter of:

Afshin ("Sean") Naghibi
9426 Blessing Drive
Pleasanton, CA 94588

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Afshin ("Sean") Naghibi of Pleasanton, California ("Naghibi"), 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 Administration Act of 1979, as amended (the "Act").²

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

WHEREAS, BIS has issued a Proposed Charging Letter to Naghibi that alleges that Naghibi committed seventeen violations of the Regulations, specifically:

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2013). The violations alleged occurred in 2008-2010. The Regulations governing the violations at issue are found in the 2008-2010 versions of the Code of Federal Regulations, 15 C.F.R. Parts 730-774 (2008-2010). The 2013 Regulations govern the procedural aspects of this case.

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

Beginning at least in November 2008 and continuing through in or about April 2010, Naghibi conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to bring about the export of ultrasound equipment and related accessories, items designated as EAR99³ and valued at \$1,468,950, by United Medical Instruments, Inc., a San Jose, California company, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations ("ITR")⁴ maintained by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transactions described herein.

Specifically, in furtherance of the conspiracy, Naghibi, through UMI, for which Naghibi served as Chief Operational Officer and International Sales Manager, participated in a scheme to export medical equipment to Iran without a license. The object of this conspiracy remained the same, even though the conspirators changed their method of accomplishing this objective during the related U.S. Government investigation. In furtherance of the conspiracy, Naghibi and Taban Saar, an Iranian individual, asked Bart Coppers ("Coppers"), who is the owner and President of Belgian company BVBA Coppers ("BVBA") and administrator and part owner of Belgian company Raytec SA ("Raytec"), to ship ultrasound units for UMI to Taban Saar in Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

Between November 2008 and February 2009, in furtherance of the conspiracy, Asghar Naderpour a/k/a Nader Naderpour ("Naderpour"), an Iranian individual affiliated with Taban Saar, used a personal email account and sent purchase orders directly to Naghibi of UMI for medical equipment. To assist UMI in filling these orders, Naghibi arranged to transship the exports through BVBA in Belgium to Taban Saar in Iran. At times, UMI included in its order forms the note "BVBA c/o Taban," which indicated that the shipment was going through the Belgian company BVBA for Iranian co-conspirator Taban Saar. Naghibi, through UMI, also attempted to conceal Taban Saar's address by only identifying the Iranian company's street address on shipping and invoice documents. On such documents, UMI did not include the country of ultimate destination, which was Iran. The street address, however, was the same one in Iran that was listed on Taban

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Saar's website. On the same invoices and shipping documents, UMI listed Taban Saar's Iranian phone number.

On February 13, 2009, OFAC issued an administrative subpoena to UMI seeking documents and information related to certain funds transfers, dated between January 3, 2007 and June 30, 2008, that appeared to be in violation of the ITR. Despite the OFAC subpoena, from February 2009 until April 2009, for approximately two and a half months, Naghibi, on behalf of UMI, continued to take orders directly from Naderpour from Naderpour's personal email account, and BVBA continued to transship the ordered items through Belgium to Iran once it received them from UMI. During this period, however, UMI again took steps to attempt to conceal the fact that it knew the exports were intended for Iran. In furtherance of the scheme, in an email dated March 13, 2009, the Iranian party Naderpour told Coppers, "UMI requested me to ask you to send an email to them with the following text. **'The coppers bvba [sic] sell all ultrasound machines to the belgium [sic] market which order to UMI company in the USA.'**" (Emphasis in original.) With this email, Taban Saar, at the direction of UMI and Naghibi, attempted to create a written record suggesting that UMI was unaware that the orders actually were intended for Iran. Furthermore, as the International Sales Manager, Naghibi knew or had reason to know that transshipments to Iran were prohibited because, *inter alia*, UMI began including a specific notice of the prohibition on its shipping and invoice documents beginning in February 2009. Specifically, on its invoices, UMI included a statement to its customers that the shipped items were intended for the "ship to" country and that, "[d]iversion contrary to US law prohibited. US law currently prohibits sale of products without appropriate export license to the following countries: Iran, Lybia [sic], Syria, N. Korea, Cuba and Sudan."

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Despite efforts to conceal UMI's and Naghibi's involvement with the Iranian transactions, in furtherance of the conspiracy, Naderpour of Taban Saar and Naghibi of UMI continued to communicate regarding the purchase orders and payments. In an email dated December 17, 2009, Naderpour stated, "UMI has not received the P/O yet," and asked Coppers to "send again." In another email communication, Coppers referenced receiving a bank transfer from Naderpour for payment for items ordered by Taban Saar, via Belgium, from UMI. Because there was a discrepancy between the amount of the wire transfer and the amount listed on the purchase order, Coppers asked Naderpour to confirm the amount with Naghibi on Coppers's behalf, stating, "Please, ask Mr. Sean [Naghibi of UMI] if 12000 USD is oke [sic]. I can phone to the bank tomorrow and sent [sic] the wire transfer." In addition, in an email dated January 8, 2010, Coppers asked whether Naderpour had spoken to Sean Naghibi of UMI regarding "our relation between Coppers BVBA and UMI." Naderpour responded in an email dated January 14, 2010, stating, "I talked to Sean [Naghibi] [f]or coppers [sic] business with UMI" and stated, "No problem Go ahead with him." These emails indicate that co-conspirators Taban Saar and Naghibi, on behalf of UMI, coordinated to ensure that shipments and payments were handled pursuant to their instructions through the Belgian middle parties.

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

Charges 2-17 15 C.F.R. § 764.2(h) – Evasion of the Regulations by Selling Medical Equipment to Iran without a License

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Using the arrangement agreed to with Coppers, between November 2008 and February 2009, Naghibi, through UMI, sold medical equipment directly to Asghar Naderpour a/k/a Nader Naderpour ("Naderpour"), an Iranian affiliated with Taban Saar, which was exported through BVBA in Belgium, to Iran. Later, from August 2009 to April 2010, Naghibi, through UMI, continued to sell to Iran but changed the structure of the transaction to conceal the fact that UMI and Naghibi knew the ultimate destination of the items. Naghibi and UMI took steps to conceal the business relationship between Taban Saar and UMI by having Taban Saar use Coppers of BVBA and Raytec to place orders with and make payments to UMI. Specifically, Naghibi and UMI received order requests from Raytec and sold ultrasound equipment and accessories to Coppers in his capacity with BVBA or Raytec, which acted on behalf of Iranian purchaser Taban Saar. At times, Taban Saar used the same arrangement to pay UMI, and would send payment to BVBA or Raytec, which then transferred the funds provided by Taban Saar to UMI.

In so doing, Naghibi committed sixteen violations of Section 764.2(h) of the Regulations.

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

⁶ 31 C.F.R. Part 560 (2008-2010).

WHEREAS, Naghibi 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, Naghibi enters into this Agreement voluntarily and with full knowledge of his rights, after having consulted with counsel;

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

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

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

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

2. The following sanctions shall be imposed against Naghibi in complete settlement of the alleged violations of the Regulations relating to the transactions specifically detailed in the Proposed Charging Letter:

a. Naghibi shall be assessed a civil penalty in the amount of \$800,000. Naghibi shall pay the U.S. Department of Commerce in six installments of: \$7,000 not later than October 31, 2013; \$6,000 not later than January 31, 2014; \$6,000 not later than April 30, 2014; \$6,000 not later than July 31, 2014; \$6,000 not later than October 31, 2014; and \$6,000 not later than January 30, 2015. Payment shall be made in the manner specified in the attached instructions. If any of the six installment payments is not fully and timely made, any remaining scheduled installment payments and any suspended penalty may

become due and owing immediately. Payment shall be made in the manner specified in the attached instructions. Payment of the remaining \$763,000 shall be suspended for a period of two years from the date of the Order, and thereafter shall be waived, provided that during this two-year payment probationary period under the Order, Naghibi has committed no violation of the Act, or any regulation, order, license or authorization issued thereunder and has made full and timely payment of \$37,000 as set forth above.

b. The full and timely payment of the civil penalty agreed to in Paragraph 2.a, 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 Naghibi.

c. For a period of six (6) years from the date of the Order, Naghibi, with a last known address of 9426 Blessing Drive, Pleasanton, California 94588, and when acting for or on his behalf, his successors, assigns, representatives, agents, or employees (hereinafter collectively referred to as "Denied Person"), 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;

4. Naghibi 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 Naghibi's testimonial obligations in any proceeding, nor does it affect his 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 Naghibi 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

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.

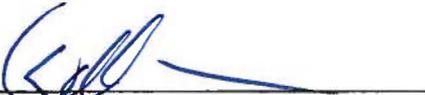
3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Naghibi hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if issued), including, without limitation, any right to: (a) an administrative 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. Naghibi also waives 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 Proposed 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 Naghibi pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement.

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.

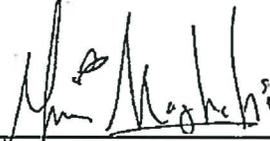
10. Each signatory affirms that he has authority to enter into this Settlement Agreement and to bind his respective party to the terms and conditions set forth herein.

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



Douglas R. Hassebrock
Director of Export Enforcement

AFSHIN ("SEAN") NAGHIBI



Afshin ("Sean") Naghibi

Date: 24 Sep 13

Date: 9/19/13

Reviewed and approved by:



Leo Cunningham, Esq.
Wilson Sonsini Goodrich & Rosati
Counsel for Afshin ("Sean") Naghibi

Date: 9-19-2013

PROPOSED CHARGING LETTER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Afshin ("Sean") Naghibi
9426 Blessing Drive
Pleasanton, CA 94588

Dear Mr. Naghibi:

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has reason to believe that you, Afshin ("Sean") Naghibi of Pleasanton, California ("Naghibi"), have committed seventeen (17) violations of 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 alleges that Naghibi committed the following violations:

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

Beginning at least in November 2008 and continuing through in or about April 2010, Naghibi conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to bring about the export of ultrasound equipment and related accessories, items designated as EAR99³ and valued at \$1,468,950, by United Medical Instruments, Inc., a San Jose, California company, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations ("ITR")⁴ maintained by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transactions described herein.

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2013). The violations alleged occurred in 2008-2010. The Regulations governing the violations at issue are found in the 2008-2010 versions of the Code of Federal Regulations, 15 C.F.R. Parts 730-774 (2008-2010). The 2013 Regulations govern the procedural aspects of this case.

² 50 U.S.C. app. §§ 2401-2420 (2000). 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 8, 2013 (78 Fed. Reg. 49107 (Aug. 12, 2013)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.*) (2006 & Supp. IV 2010).

³ EAR99 is a designation for items subject to the Regulations but not listed on the Commerce Control List. 15 C.F.R. § 734.3(c) (2008-2010).

⁴ 31 C.F.R. Part 560 (2008-2010).

Specifically, in furtherance of the conspiracy, Naghibi, through UMI, for which Naghibi served as Chief Operational Officer and International Sales Manager, participated in a scheme to export medical equipment to Iran without a license. The object of this conspiracy remained the same, even though the conspirators changed their method of accomplishing this objective during the related U.S. Government investigation. In furtherance of the conspiracy, Naghibi and Taban Saar, an Iranian individual, asked Bart Coppers ("Coppers"), who is the owner and President of Belgian company BVBA Coppers ("BVBA") and administrator and part owner of Belgian company Raytec SA ("Raytec"), to ship ultrasound units for UMI to Taban Saar in Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

Between November 2008 and February 2009, in furtherance of the conspiracy, Asghar Naderpour a/k/a Nader Naderpour ("Naderpour"), an Iranian individual affiliated with Taban Saar, used a personal email account and sent purchase orders directly to Naghibi of UMI for medical equipment. To assist UMI in filling these orders, Naghibi arranged to transship the exports through BVBA in Belgium to Taban Saar in Iran. At times, UMI included in its order forms the note "BVBA c/o Taban," which indicated that the shipment was going through the Belgian company BVBA for Iranian co-conspirator Taban Saar. Naghibi, through UMI, also attempted to conceal Taban Saar's address by only identifying the Iranian company's street address on shipping and invoice documents. On such documents, UMI did not include the country of ultimate destination, which was Iran. The street address, however, was the same one in Iran that was listed on Taban Saar's website. On the same invoices and shipping documents, UMI listed Taban Saar's Iranian phone number.

On February 13, 2009, OFAC issued an administrative subpoena to UMI seeking documents and information related to certain funds transfers, dated between January 3, 2007 and June 30, 2008, that appeared to be in violation of the ITR. Despite the OFAC subpoena, from February 2009 until April 2009, for approximately two and a half months, Naghibi, on behalf of UMI, continued to take orders directly from Naderpour from Naderpour's personal email account, and BVBA continued to transship the ordered items through Belgium to Iran once it received them from UMI. During this period, however, UMI again took steps to attempt to conceal the fact that it knew the exports were intended for Iran. In furtherance of the scheme, in an email dated March 13, 2009, the Iranian party Naderpour told Coppers, "UMI requested me to ask you to send an email to them with the following text. **'The coppers bvba [sic] sell all ultrasound machines to the belgium [sic] market which order to UMI company in the USA.'**" (Emphasis in original.) With this email, Taban Saar, at the direction of UMI and Naghibi, attempted to create a written record suggesting that UMI was unaware that the orders actually were intended for Iran. Furthermore, as the International Sales Manager, Naghibi knew or had reason to know that transshipments to Iran were prohibited because,

inter alia, UMI began including a specific notice of the prohibition on its shipping and invoice documents beginning in February 2009. Specifically, on its invoices, UMI included a statement to its customers that the shipped items were intended for the "ship to" country and that, "[d]iversion contrary to US law prohibited. US law currently prohibits sale of products without appropriate export license to the following countries: Iran, Lybia [sic], Syria, N. Korea, Cuba and Sudan."

Additionally, in furtherance of the conspiracy, from August 2009 to April 2010, the conspirators changed the structure of the scheme by using Raytec to place orders with UMI rather than BVBA to further conceal the fact that Naghibi and UMI knew that the items were intended for Iran. Naghibi no longer took orders directly from Taban Saar from Naderpour's personal email account. Instead, Naghibi took steps to conceal the business relationship between Taban Saar and UMI by having Taban Saar use Coppers of BVBA and Raytec to place orders with and make payments to UMI on behalf of Taban Saar. Specifically, Iranian purchaser Taban Saar would provide order requests to Coppers in his capacity with BVBA or Raytec, and the Belgian companies would then issue purchase orders to UMI on Taban Saar's behalf. At times, Taban Saar used the same arrangement to pay UMI, and would send payment to BVBA or Raytec, which then transferred Taban Saar's funds to UMI. To further conceal the fact that it knew the items were intended for Iran, UMI and Naghibi also had both BVBA and Raytec sign a "Customer Assurance Letter" that stated that the Belgian companies understood that: 1) "[a]ll products delivered...by United Medical Instruments (UMI) are for distribution exclusively in Belgium;" 2) prior to any reexport, the customer will notify UMI and assure that the company "will abide by the Export Administration Regulations as issued by the United States Government, Bureau of Industry and Security;" and 3) "[s]pecific countries to which no shipment will be made are Cuba, Iran, North Korea, Sudan and Syria."

Despite efforts to conceal UMI's and Naghibi's involvement with the Iranian transactions, in furtherance of the conspiracy, Naderpour of Taban Saar and Naghibi of UMI continued to communicate regarding the purchase orders and payments. In an email dated December 17, 2009, Naderpour stated, "UMI has not received the P/O yet," and asked Coppers to "send again." In another email communication, Coppers referenced receiving a bank transfer from Naderpour for payment for items ordered by Taban Saar, via Belgium, from UMI. Because there was a discrepancy between the amount of the wire transfer and the amount listed on the purchase order, Coppers asked Naderpour to confirm the amount with Naghibi on Coppers's behalf, stating, "Please, ask Mr. Sean [Naghibi of UMI] if 12000 USD is oke [sic]. I can phone to the bank tomorrow and sent [sic] the wire transfer." In addition, in an email dated January 8, 2010, Coppers asked whether Naderpour had spoken to Sean Naghibi of UMI regarding "our relation between Coppers BVBA and UMI." Naderpour responded in an email dated January 14, 2010, stating, "I talked to Sean [Naghibi] [f]or coppers [sic] business with UMI" and stated, "No problem Go ahead with him." These emails indicate that co-conspirators Taban Saar and Naghibi, on behalf of UMI, coordinated to ensure that shipments and payments were handled pursuant to their instructions through the Belgian middle parties.

At all times during the conspiracy, Naghibi knew or had reason to know that the transactions required a license. In 2003, UMI had applied for an OFAC license for medical equipment, but OFAC sent a letter stating that the application was deficient because UMI had not submitted, among other things, the full name and addresses of all parties involved in the transaction and their roles and a description of all items to be exported. The 2003 application to OFAC was signed by Naghibi, who identified himself as the Chief Operational Officer for UMI. Later, on July 26, 2007, BIS’s Office of Export Enforcement conducted an outreach visit to UMI and spoke with Chief Financial Officer Naghibi and UMI’s office manager regarding transactions with Iran. Although UMI’s representatives claimed limited knowledge of the Regulations, they acknowledged familiarity with the Shipper’s Export Declaration. In an email dated August 7, 2007, following the outreach visit, Naghibi stated to an OEE agent that he was aware that “none of our shipments can eventually end up in a boycotted country.”

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

Charges 2-17 15 C.F.R. § 764.2(h) – Evasion of the Regulations by Selling Medical Equipment to Iran without a License

As set forth in the schedule of violations attached herein and in Charge 1 as set forth above, on or about November 28, 2008, through in or about April 3, 2010, Naghibi took actions to evade the Regulation. Specifically, Naghibi, as Chief Operational Officer and International Sales Manager of U.S. company UMI, exported without a license from the United States to Iran, through Belgium, ultrasound equipment and related accessories, items designated as EAR99⁵ and valued at \$1,468,950, by UMI, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations (“ITR”)⁶ maintained by the Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transaction described herein.

Specifically, Naghibi, acting on behalf of UMI, took actions to evade the Regulations by asking Bart Coppers of Belgian companies BVBA and Raytec to ship ultrasound units for UMI to Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a

⁵ EAR99 is a designation for items subject to the Regulations but not listed on the Commerce Control List. 15 C.F.R. § 734.3(c) (2008-2010).

⁶ 31 C.F.R. Part 560 (2008-2010).

conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

Using the arrangement agreed to with Coppers, between November 2008 and February 2009, Naghibi, through UMI, sold medical equipment directly to Asghar Naderpour a/k/a Nader Naderpour ("Naderpour"), an Iranian affiliated with Taban Saar, which was exported through BVBA in Belgium, to Iran. Later, from August 2009 to April 2010, Naghibi, through UMI, continued to sell to Iran but changed the structure of the transaction to conceal the fact that UMI and Naghibi knew the ultimate destination of the items. Naghibi and UMI took steps to conceal the business relationship between Taban Saar and UMI by having Taban Saar use Coppers of BVBA and Raytec to place orders with and make payments to UMI. Specifically, Naghibi and UMI received order requests from Raytec and sold ultrasound equipment and accessories to Coppers in his capacity with BVBA or Raytec, which acted on behalf of Iranian purchaser Taban Saar. At times, Taban Saar used the same arrangement to pay UMI, and would send payment to BVBA or Raytec, which then transferred the funds provided by Taban Saar to UMI.

In so doing, Naghibi committed sixteen violations of Section 764.2(h) of the Regulations.

* * * * *

Accordingly, Naghibi 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, 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;⁷
- Denial of export privileges; and/or
- Exclusion from practice before BIS.

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

Naghibi is further notified that it 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. Naghibi is also entitled

⁷ *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

Afshin ("Sean") Naghibi
Proposed Charging Letter
Page 6 of 7

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 Naghibi have a proposal to settle this case, Naghibi should transmit it to the attorney representing BIS named below.

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

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

R. Elizabeth Abraham is the attorney representing BIS in this case; any communications that UMI may wish to have concerning this matter should occur through her. Ms. Abraham may be contacted by telephone at (202) 482-8050.

Sincerely,

Douglas R. Hassebrock
Director
Office of Export Enforcement

Schedule of Violations

Charge No.	Export Date	Ultimate Destination	Commodity (-ies)	ECCN	Invoice Value	Invoice(s)	Violation
2	11/28/2008	Iran (via Belgium)	(2) GE Vivid 3	EAR99	\$74,000	23335	15 CFR § 764.2(e)
3	1/12/2009	Iran (via Belgium)	(1) GE Vivid 7; (2) Vivid 3	EAR99	\$186,000	23586	15 CFR § 764.2(e)
						23587	
4	2/19/2009	Iran (via Belgium)	(3) GE Vivid 3	EAR99	\$112,500	23831	15 CFR § 764.2(e)
						23852	
5	2/21/2009	Iran (via Belgium)	(2) GE Vivid 3; (1) GE Vivid 7	EAR99	\$114,000	23847	15 CFR § 764.2(e)
						23848	
6	3/7/2009	Iran (via Belgium)	(1) GE Voluson 730; (1) GE Vivid 3; (3) GE C358 for Logiq 500	EAR99	\$100,100	23946	15 CFR § 764.2(e)
						23947	
						23948	
7	4/1/2009	Iran (via Belgium)	(1) GE Voluson 730; (3) GE Logiq 200	EAR99	\$70,500	24061	15 CFR § 764.2(e)
						24057	
8	4/29/2009	Iran (via Belgium)	Software for Vivid 7; Strain Rate Image	EAR99	\$10,000	24257	15 CFR § 764.2(e)
9	8/8/2009	Iran (via Belgium)	(3) GE Logiq S6	EAR99	\$142,500	24780	15 CFR § 764.2(e)
10	9/26/2009	Iran (via Belgium)	(3) GE Logiq 200; (1) GE Logiq S6	EAR99	\$71,400	24983	15 CFR § 764.2(e)
11	10/24/2009	Iran (via Belgium)	(2) GE Logiq S6; (1) GE Vivid S6	EAR99	\$140,500	25204	15 CFR § 764.2(e)
12	12/2/2009	Iran (via Belgium)	(2) GE Vivid S6	EAR99	\$90,500	25465	15 CFR § 764.2(e)
13	12/31/2009	Iran (via Belgium)	(2) GE Vivid S6	EAR99	\$90,500	25658	15 CFR § 764.2(e)
14	2/3/2010	Iran (via Belgium)	(1) GE Logiq 9; (1) GE Vivid 1	EAR99	\$108,000	25849	15 CFR § 764.2(e)
15	2/28/2010	Iran (via Belgium)	(1) GE Vivid 7	EAR99	\$36,000	25982	15 CFR § 764.2(e)
16	3/25/2010	Iran (via Belgium)	(2) GE Voluson 730	EAR99	\$92,000	26110	15 CFR § 764.2(e)
17	4/3/2010	Iran (via Belgium)	(1) GE Logiq S6; (1) GE Logiq 5	EAR99	\$30,450	26179	15 CFR § 764.2(e)
						26180	