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

In the Matter of: Ansell Protective Products Inc. 111 Wood Avenue South, Suite 210 Iselin, NJ 08830 Respondent

ORDER RELATING TO
ANSELL PROTECTIVE PRODUCTS INC.

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has notified Ansell Protective Products Inc., of Iselin, New Jersey ("Ansell"), of its intention to initiate an administrative proceeding against it 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 Ansell as the successor corporation to Marigold Industrial USA Inc. ("Marigold"),[3] that alleges that four violations of the Regulations. Specifically, the charges are:

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[1] The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2012). The charged violations occurred in 2008-2009. The Regulations governing the violations at issue are found in the 2008-2009 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2013 Regulations set forth the procedures that apply to this matter.

[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).

Charges 1-2 **15 C.F.R. § 764.2(a) - Engaging in Prohibited Conduct by Exporting Items to Iran Without the Required License**

On two occasions, on or about June 27, 2008, and on or about September 19, 2008, respectively, Ansell/Marigold engaged in conduct prohibited by the Regulations by exporting a total of approximately 35,000 pairs of Nitrotough N115 and Blue Nitrile industrial-strength gloves, items subject to the Regulations[4] and the Iranian Transactions Regulations ("ITR"),[5] and with a combined value of approximately $43,500, from the United States to Iran, via the United Arab Emirates ("UAE"), without the required U.S. Government authorization. At all times pertinent hereto, Section 746.7 of the Regulations prohibited any person from exporting or reexporting an item subject to both the Regulations and the ITR to Iran without prior authorization from the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), which administers the ITR. Under Section 560.204 of the ITR, the exportation, reexportation, sale or supply, directly or indirectly, from the United States of any goods to Iran was prohibited at all times pertinent hereto, including the exportation, sale or supply of items from the United States to a third country, such as the UAE, undertaken with knowledge or reason to know that the items were intended for supply, transshipment, or reexportation, directly or indirectly, to Iran.

Ansell/Marigold sold the items to a related company, Comasec SAS, of Gennevillers, France ("Comasec"), to enable Comasec to fill orders placed by its customer, Zhabeh Safety Co., of Tehran, Iran ("Zhabeh"). The invoices for the transactions between Ansell/Marigold and Comasec show that the items were destined for Zhabeh in Iran. The items were shipped by Ansell/Marigold from the United States to Dubai, UAE, for transshipment to Zhabeh in Iran.

No U.S. government authorization was sought or obtained for these transactions even though Ansell/Marigold knew or had reason to know that Iran was the ultimate destination for the items.

In so doing, Ansell/Marigold committed two violations of section 764.2(a) of the Regulations.

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[3] On July 1, 2013, Marigold was merged into Ansell. As noted above in footnote 1, the charged violations occurred in 2008-2009.

[4] The items were designated as "EAR99" under the Regulations. 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).

[5] 31 C.F.R. Part 560 (2008). On October 22, 2012, the ITR were renamed the Iranian Transactions and Sanctions Regulations ("ITSR") and reissued in their entirety by the Treasury Department's Office of Foreign Assets Control. See 77 Fed. Reg. 64,664 (Oct. 22, 2012). Section 560.204 remains unchanged in pertinent part. See 31 C.F.R. § 560.204 (2008 and 2012).

Charges 3-4 15 C.F.R. § 764.2(h) – Evasion

On two occasions, on or about March 22, 2009, and on or about March 27, 2009, respectively, Ansell/Marigold engaged in transactions or took actions with the intent to evade the Regulations in connection with the attempted unlawful export from the United States to Iran of items subject to the Regulations. Ansell/Marigold sought to export to Iran approximately 30,000 pairs of Nitrotough N115 industrial-strength gloves, items subject to the Regulations[6] and the ITR,[7] and with a combined value of approximately $30,200, without the U.S. Government authorization required pursuant to the long-standing U.S. trade embargo against Iran. Ansell/Marigold, along with Comasec, sought to avoid this requirement and detection by law enforcement by, *inter alia,* structuring the transactions as transshipments to Iran via the UAE.

Section 746.7 of the Regulations prohibited any person from exporting or reexporting an item subject to both the Regulations and the ITR to Iran without prior authorization OFAC, which administers the ITR. Under Section 560.204 of the ITR, the exportation, reexportation, sale or supply, directly or indirectly, from the United States of any goods to Iran was prohibited at all times pertinent hereto, including the attempted exportation, sale or supply of items from the United States to a third country, such as the UAE, undertaken with knowledge or reason to know that the items were intended for supply, transshipment, or reexportation, directly or indirectly, to Iran.

Ansell/Marigold sold the items to a related company, Comasec, to enable Comasec to fill orders placed by its customer, Zhabeh Safety Co., of Tehran, Iran ("Zhabeh"). Emails between Ansell/Marigold and Comasec show that both entities knew about the U.S. embargo against Iran and that exports of the items to Iran were prohibited under U.S. law.

On February 17, 2009, the Export Manager at Comasec emailed the Director of Business Development-America at Ansell/Marigold, stating, "Our Iranian customer .... is willing to receive some cases [of the items] by air directly to Tehran." The Export Manager at Comasec understood that "such [an] operation is impossible from the USA", a fact confirmed by Ansell/Marigold six days later in an email from Ansell/Marigold's Director of Business Development-America, in which he stated, "There is some negative heat being generated by Iran regarding being 'nuclear ready' which may cause the USA to react negatively" to exports to Iran. After briefly discussing using Canada "as a transshipment point" to export the items to Iran, Ansell/Marigold and Comasec instead decided to transship the items to Iran through the UAE. In a February 23, 2009 email to Ansell/Marigold's Director of Business Development-America, Comasec's Export Manager wrote, "[W]e can provide quotation to Dubai as this Emirate is a kind of hub for goods to go round the embargo in Iran." The Ansell/Marigold Director of Business Development-America responded by email, stating, "Pls give me an address [in] Dubai so

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[7] 31 C.F.R. Part 560 (2009). See also note 5, *supra.*

we can give that to UPS." Shortly thereafter that same day, Comasec provided Ansell/Marigold a ship-to address in Dubai.

On March 4, 2009, Comasec's Export Manager detailed the agreed upon scheme to another Ansell/Marigold employee in an email, copying the Ansell/Marigold Director of Business Development-America. In that email, the Comasec Export Manager explained the structure of the transactions, stating: "Being the customer [is] based in Iran, it is much easier to handle the order from the French organization and sales ledger. Our customer cannot pay on US bank account . . . . Shipping from the USA is complicating the whole process as we have to send the product to Dubai first and address them to a Middle company. The company is then reshipping to Iran[.]." The "Middle company" to be used in furtherance of the scheme had been discussed and agreed upon Ansell/ Marigold and Comasec on February 23, 2009, as alleged above. Consistent with the scheme they had devised, Ansell/Marigold thereafter attempted to ship the items to the "Middle company" in Dubai, UAE, for transshipment to Iran.

No U.S. government authorization was sought or obtained for either of these two unlawful attempted exports, which were thwarted when, on or about March 22, 2009, agents from CBP seized approximately 2,000 pairs of the items while the items were in route from Chicago, IL, and on or about March 27, 2009, when BIS detained the remaining approximately 28,000 pairs of the items in Greenville, SC.

In so doing, Ansell/Marigold committed two violations of Section 764.2(h) of the Regulations.

WHEREAS, BIS and Ansell 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, Ansell shall be assessed a civil penalty in the amount of $190,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of 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 payment is not made by the

due date specified herein, Ansell 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 as 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 Ansell. Accordingly, if Ansell should fail to pay the civil penalty in a full and timely manner, the undersigned may issue an order denying all of Ansell's export privileges under the Regulations for a period of one year from the date of failure to make such payment.

FOURTH, Ansell 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 Ansell'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, that 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.

David W. Mills
Assistant Secretary of Commerce
for Export Enforcement

Issued this 31 day of January, 2014.

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

In the Matter of:

Ansell Protective Products Inc.
111 Wood Avenue South, Suite 210
Iselin, NJ 08830

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and Ansell Protective Products Inc., of Iselin, New Jersey ("Ansell"), 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 Ansell of its intentions to initiate an administrative proceeding against it, pursuant to the Act and the Regulations;

WHEREAS, BIS has issued a Proposed Charging Letter to Ansell as the successor corporation to Marigold Industrial USA Inc. ("Marigold"),[3] that alleges the following four violations of the Regulations:

[1] The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2012). The charged violations occurred in 2008-2009. The Regulations governing the violations at issue are found in the 2008-2009 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2013 Regulations set forth the procedures that apply to this matter.

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No U.S. government authorization was sought or obtained for these transactions even though Ansell/Marigold knew or had reason to know that Iran was the ultimate destination for the items.

In so doing, Ansell/Marigold committed two violations of section 764.2(a) of the Regulations.

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No U.S. government authorization was sought or obtained for either of these two unlawful attempted exports, which were thwarted when, on or about March 22, 2009, agents from CBP seized approximately 2,000 pairs of the items while the items were in route from Chicago, IL, and on or about March 27, 2009, when BIS detained the remaining approximately 28,000 pairs of the items in Greenville, SC.

In so doing, Ansell/Marigold committed two violations of Section 764.2(h) of the Regulations.

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

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

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

WHEREAS, Ansell 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 Ansell, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.

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

a. Ansell shall be assessed a civil penalty in the amount of $190,000, 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.

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 Ansell. Failure to make full and timely payment of the civil penalty may result in the denial of all of Ansell's export privileges under the Regulations for one year from the date of the failure to make such payment.

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Ansell 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. Ansell 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 Ansell pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement.

4. Ansell 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 Ansell'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. Upon issuance of the Order, BIS will not initiate any further administrative proceeding against Ansell 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 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

Date: 1/30/14

ANSELL PROTECTIVE PRODUCTS INC.

Robert Gaither
President
Ansell Protective Products Inc.

Date: 1-27-2014

Reviewed and approved by:

David L. Hall, Esq.
Wiggin and Dana
Counsel for Ansell SAS

Date: _____

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

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Date: _____

ANSELL PROTECTIVE PRODUCTS INC.

Robert Gaither
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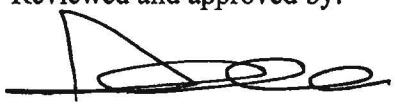
Date: _____

Reviewed and approved by:



David L. Hall, Esq.
Wiggin and Dana
~~Counsel for Ansell SAS~~
Counsel for Ansell Protective Products Inc.

Date: _____

PROPOSED CHARGING LETTER

REGISTERED MAIL - RETURN RECEIPT REQUESTED

Ansell Protective Products Inc.
111 Wood Avenue South, Suite 210
Iselin, NJ 08830

Attn: Robert Gaither
President

Dear Mr. Gaither:

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has reason to believe that Ansell Protective Products Inc., of Iselin, New Jersey ("Ansell"), as the successor corporation to Marigold Industrial USA Inc. ("Marigold"), is liable for four 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 charges the following violations:

Charges 1-2 **15 C.F.R. § 764.2(a) - Engaging in Prohibited Conduct by Exporting Items to Iran Without the Required License**

On two occasions, on or about June 27, 2008, and on or about September 19, 2008, respectively, Ansell/Marigold engaged in conduct prohibited by the Regulations by exporting a total of approximately 35,000 pairs of Nitrotough N115 and Blue Nitrile industrial-strength gloves, items subject to the Regulations[3] and the Iranian Transactions Regulations ("ITR"),[4] and with a combined value of approximately $43,500, from the United States to Iran, via the United Arab

[1] The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2013). The charged violations occurred in 2008 and 2009. The Regulations governing the violations at issue are found in the 2008 and 2009 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2008-2009)). The 2013 Regulations set forth the procedures that apply to this matter.

[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 13,222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), as extended most recently by the Notice of August 8, 2013 (78 Fed. Reg. 49,107 (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] The items were designated as "EAR99" under the Regulations. 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).

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Emirates ("UAE"), without the required U.S. Government authorization. At all times pertinent hereto, Section 746.7 of the Regulations prohibited any person from exporting or reexporting an item subject to both the Regulations and the ITR to Iran without prior authorization from the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), which administers the ITR. Under Section 560.204 of the ITR, the exportation, reexportation, sale or supply, directly or indirectly, from the United States of any goods to Iran was prohibited at all times pertinent hereto, including the exportation, sale or supply of items from the United States to a third country, such as the UAE, undertaken with knowledge or reason to know that the items were intended for supply, transshipment, or reexportation, directly or indirectly, to Iran.

Ansell/Marigold sold the items to a related company, Comasec SAS, of Gennevillers, France ("Comasec"), to enable Comasec to fill orders placed by its customer, Zhabeh Safety Co., of Tehran, Iran ("Zhabeh"). The invoices for the transactions between Ansell/Marigold and Comasec show that the items were destined for Zhabeh in Iran. The items were shipped by Ansell/Marigold from the United States to Dubai, UAE, for transshipment to Zhabeh in Iran.

No U.S. government authorization was sought or obtained for these transactions even though Ansell/Marigold knew or had reason to know that Iran was the ultimate destination for the items.

In so doing, Ansell/Marigold committed two violations of section 764.2(a) of the Regulations.

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[6] 31 C.F.R. Part 560 (2009). See also note 4, *supra.*

that the items were intended for supply, transshipment, or reexportation, directly or indirectly, to Iran.

Ansell/Marigold sold the items to a related company, Comasec, to enable Comasec to fill orders placed by its customer, Zhabeh Safety Co., of Tehran, Iran ("Zhabeh"). Emails between Ansell/Marigold and Comasec show that both entities knew about the U.S. embargo against Iran and that exports of the items to Iran were prohibited under U.S. law.

On February 17, 2009, the Export Manager at Comasec emailed the Director of Business Development-America at Ansell/Marigold, stating, "Our Iranian customer .... is willing to receive some cases [of the items] by air directly to Tehran." The Export Manager at Comasec understood that "such [an] operation is impossible from the USA", a fact confirmed by Ansell/Marigold six days later in an email from Ansell/Marigold's Director of Business Development-America, in which he stated, "There is some negative heat being generated by Iran regarding being 'nuclear ready' which may cause the USA to react negatively" to exports to Iran. After briefly discussing using Canada "as a transshipment point" to export the items to Iran, Ansell/Marigold and Comasec instead decided to transship the items to Iran through the UAE. In a February 23, 2009 email to Ansell/Marigold's Director of Business Development-America, Comasec's Export Manager wrote, "[W]e can provide quotation to Dubai as this Emirate is a kind of hub for goods to go round the embargo in Iran." The Ansell/Marigold Director of Business Development-America responded by email, stating, "Pls give me an address [in] Dubai so we can give that to UPS." Shortly thereafter that same day, Comasec provided Ansell/Marigold a ship-to address in Dubai.

On March 4, 2009, Comasec's Export Manager detailed the agreed upon scheme to another Ansell/Marigold employee in an email, copying the Ansell/Marigold Director of Business Development-America. In that email, the Comasec Export Manager explained the structure of the transactions, stating: "Being the customer [is] based in Iran, it is much easier to handle the order from the French organization and sales ledger. Our customer cannot pay on US bank account . . . . Shipping from the USA is complicating the whole process as we have to send the product to Dubai first and address them to a Middle company. The company is then reshipping to Iran[.]." The "Middle company" to be used in furtherance of the scheme had been discussed and agreed upon Ansell/Marigold and Comasec on February 23, 2009, as alleged above. Consistent with the scheme they had devised, Ansell/Marigold thereafter attempted to ship the items to the "Middle company" in Dubai, UAE, for transshipment to Iran.

No U.S. government authorization was sought or obtained for either of these two unlawful attempted exports, which were thwarted when, on or about March 22, 2009, agents from CBP seized approximately 2,000 pairs of the items while the items were in route from Chicago, IL, and on or about March 27, 2009, when BIS detained the remaining approximately 28,000 pairs of the items in Greenville, SC.

In so doing, Ansell/Marigold committed two violations of Section 764.2(h) of the Regulations.

* * * * *

Accordingly, Ansell/Marigold 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 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 Ansell/Marigold 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 (2013). If Ansell/Marigold defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Ansell/Marigold. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

Ansell/Marigold 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 (2013). Ansell/Marigold 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 (2013).

The Regulations provide for settlement without a hearing. *See* 15 C.F.R. § 766.18 (2013). Should Ansell/Marigold have a proposal to settle this case, Ansell/Marigold or its representative should transmit it to the attorney representing BIS named below.

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

Chief Counsel for Industry and Security
Attention: Elias Wolfberg, Esq.
Room H-3839
United States Department of Commerce
14th Street and Constitution Avenue, N.W.

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

Washington, D.C. 20230

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

Douglas R. Hassebrock
Director
Office of Export Enforcement