

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

In the Matter of:

Unisol International
8024 NW 90th Street
Miami, FL 33166

Respondent

ORDER RELATING TO
UNISOL INTERNATIONAL

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Unisol International (“Unisol”), of Miami, Florida, of its intention to initiate an administrative proceeding against Unisol 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 Unisol that alleges that Unisol committed five violations of the Regulations. Specifically, the charges are:

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2016). The charged violations occurred in 2012-2013. The Regulations governing the violations at issue are found in the 2012-2013 versions of the Code of Federal Regulations, 15 C.F.R. Parts 730-774 (2012-2013). The 2016 Regulations set forth the procedures that apply to this matter.

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

Charges 1-5 15 C.F.R. § 764.2(e): Acting with Knowledge of a Violation

On five occasions between on or about December 31, 2012, and on or about March 25, 2013, Unisol sold and/or transferred for export items subject to the Regulations with knowledge that a violation of the Regulations was occurring, was about to occur, or was intended to occur in connection with the items. Unisol sold and/or transferred Axis Q1921-E thermal imaging cameras, items classified under ECCN 6A003.b.4, controlled for national security and regional stability reasons, and valued in total at \$67,080, for export from the United States to Ecuador (on two occasions), Venezuela (on two occasions), and Mexico (on one occasion). BIS licenses were required for these exports by Sections 742.4 and 742.6 of the Regulations, but were not sought or obtained by Unisol.

Unisol knew or had reason to know that it was violating or about to violate the Regulations because, inter alia, on or about December 14, 2012, a U.S. company notified Unisol in writing, including specifically Unisol's chief executive officer, that the items were controlled for export purposes and required a Department of Commerce license to export. This company also discussed the applicable ECCN, referred Unisol to the Export Administration Regulations and BIS's website, and offered to answer any questions Unisol might have. This communication occurred, as Unisol was aware, after an attempted export to Ecuador involving this U.S. company had been detained by the U.S. Government. The attempted export included some Axis Q1921-E thermal imaging cameras that had been supplied by Unisol.

Nonetheless, Unisol subsequently completed the sale and/or transfer of the items for export, and exported the items, to not only Ecuador, but also to Venezuela and Mexico, without seeking or obtaining the required BIS licenses. Unisol, which at all times pertinent hereto was an authorized distributor of the items, consciously disregarded and willfully avoided facts concerning the license requirements in proceeding with and completing these five unlicensed export transactions between on or about December 31, 2012, and on or about March 25, 2013.

In so doing, Unisol committed five violations of Section 764.2(e) of the Regulations.

WHEREAS, BIS and Unisol 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, Unisol shall be assessed a civil penalty in the amount of \$250,000.

Payment of \$150,000 shall be made to the U.S. Department of Commerce in four installments as follows: \$37,500 not later than June 30, 2016; \$37,500 not later than December 30, 2016; \$37,500 not later than June 30, 2017; and \$37,500 not later than December 30, 2017. Payment of the remaining \$100,000 shall be suspended for a period of two years from the date of this Order, and thereafter shall be waived, provided that during this two-year payment probationary period under this Order, Unisol has committed no violation of the Act, or any regulation, order, license or authorization issued thereunder, and has made full and timely payment of \$150,000 as set forth above. If any of the four installment payments is not fully and timely made, any remaining scheduled installment payments and any suspended penalty may become due and owing immediately.

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

THIRD, the full and timely payment of the civil penalty in accordance with the payment schedule set forth above is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Unisol. Accordingly, if Unisol should fail to pay the civil

penalty in a full and timely manner as set forth above, the undersigned may issue an order denying all of Unisol's export privileges under the Regulations for a period of two years from the date of failure to make such payment.

FOURTH, Unisol 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 this Order. The foregoing does not affect Unisol's testimonial obligations in any proceeding, nor does it affect its right to take legal or factual positions in civil litigation or other civil proceedings in which the U.S. Department of Commerce is not a party.

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

This Order, which constitutes the final agency action in this matter, is effective immediately.³



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

Issued this 24th day of may, 2016.

³ Review and consideration of this matter has been delegated to the Deputy Assistant Secretary of Commerce for Export Enforcement.

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

In the Matter of:

Unisol International
8024 NW 90th Street
Miami, FL 33166

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Unisol International (“Unisol”), of Miami, Florida, 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 Unisol of its intentions to initiate an administrative proceeding against Unisol, pursuant to the Act and the Regulations:

WHEREAS, BIS has issued a Proposed Charging Letter to Unisol that alleges that Unisol committed five 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 (2015). The charged violations occurred in 2012-2013. The Regulations governing the violations at issue are found in the 2012-2013 versions of the Code of Federal Regulations, 15 C.F.R. Parts 730-774 (2012-2013). The 2015 Regulations set forth the procedures that apply to this matter.

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

Charges 1-5 15 C.F.R. § 764.2(e): Acting with Knowledge of a Violation

On five occasions between on or about December 31, 2012, and on or about March 25, 2013, Unisol sold and/or transferred for export items subject to the Regulations with knowledge that a violation of the Regulations was occurring, was about to occur, or was intended to occur in connection with the items. Unisol sold and/or transferred Axis Q1921-E thermal imaging cameras, items classified under ECCN 6A003.b.4, controlled for national security and regional stability reasons, and valued in total at \$67,080, for export from the United States to Ecuador (on two occasions), Venezuela (on two occasions), and Mexico (on one occasion). BIS licenses were required for these exports by Sections 742.4 and 742.6 of the Regulations, but were not sought or obtained by Unisol.

Unisol knew or had reason to know that it was violating or about to violate the Regulations because, inter alia, on or about December 14, 2012, a U.S. company notified Unisol in writing, including specifically Unisol's chief executive officer, that the items were controlled for export purposes and required a Department of Commerce license to export. This company also discussed the applicable ECCN, referred Unisol to the Export Administration Regulations and BIS's website, and offered to answer any questions Unisol might have. This communication occurred, as Unisol was aware, after an attempted export to Ecuador involving this U.S. company had been detained by the U.S. Government. The attempted export included some Axis Q1921-E thermal imaging cameras that had been supplied by Unisol.

Nonetheless, Unisol subsequently completed the sale and/or transfer of the items for export, and exported the items, to not only Ecuador, but also to Venezuela and Mexico, without seeking or obtaining the required BIS licenses. Unisol, which at all times pertinent hereto was an authorized distributor of the items, consciously disregarded and willfully avoided facts concerning the license requirements in proceeding with and completing these five unlicensed export transactions between on or about December 31, 2012, and on or about March 25, 2013.

In so doing, Unisol committed five violations of Section 764.2(e) of the Regulations.

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

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

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

WHEREAS, Unisol 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 Unisol, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.
2. The following sanction shall be imposed against Unisol in complete settlement of the alleged violations of the Regulations relating to the transactions specifically detailed in the Proposed Charging Letter:
 - a. Unisol shall be assessed a civil penalty in the amount of \$250,000. Unisol shall pay \$150,000 to the U.S. Department of Commerce in four installments as follows: \$37,500 not later than June 30, 2016; \$37,500 not later than December 30, 2016; \$37,500 not later than June 30, 2017; and \$37,500 not later than December 30, 2017. Payment shall be made in the manner specified in the attached instructions. If any of the four installment payments is not fully and timely made, any remaining scheduled installment payments and any suspended penalty may become due and owing immediately. Payment of the remaining \$100,000 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, Unisol has committed no violation of the Act, or any regulation, order, license or authorization issued thereunder, and has made full and timely payment of \$150,000 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 Unisol. Failure to make full and timely payment of the civil penalty as set forth in Paragraph 2.a may result in the denial of all of Unisol's export privileges under the Regulations for two years from the date of the failure to make such payment.

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Unisol 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) receive an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if issued; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Unisol 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 and 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 Unisol pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement.

4. Unisol 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 Unisol's testimonial obligations in any proceeding, nor does it affect its right to take legal or factual positions in civil litigation or other civil proceedings in which the U.S. Department of Commerce is not a party.

5. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a, BIS will not initiate any further administrative proceeding against Unisol 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 approved 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.

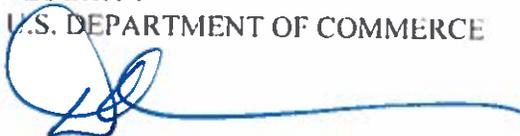
7. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if issued; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department 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. If this Agreement is approved and the Order issued by the Assistant Secretary of Commerce for Export Enforcement, BIS will make the Proposed Charging Letter, this Agreement, and the Order available to the public.

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

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



Douglas R. Hassebrock
Director of Export Enforcement

UNISOL INTERNATIONAL

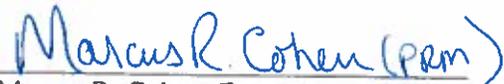


Mauricio Jessurun
President
Unisol International

Date: 19 May 16

Date: May 12, 2016.

Reviewed and approved by:



Marcus R. Cohen, Esq.
Sandler, Travis & Rosenberg, P.A.
Counsel for Unisol International

Date: May 13, 2016

PROPOSED CHARGING LETTER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Unisol International
8024 NW 90th Street
Miami, FL 33166

*Attention: Alberto Jessurun
Chief Executive Officer*

Dear Mr. Jessurun,

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Unisol International (“Unisol”), of Miami, Florida, has committed five 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 Unisol committed the following violations:

Charges 1-5 15 C.F.R. § 764.2(e) – Acting with Knowledge of a Violation

As described in greater detail in the attached Schedule of Violations, which is incorporated herein by reference, on five occasions between on or about December 31, 2012, and on or about March 25, 2013, Unisol sold and/or transferred for export items subject to the Regulations with knowledge that a violation of the Regulations was occurring, was about to occur, or was intended to occur in connection with the items. Unisol sold and/or transferred Axis Q1921-E thermal imaging cameras, items classified under ECCN 6A003.b.4, controlled for national security and regional stability reasons, and valued in total at \$67,080, for export from the United States to Ecuador (on two occasions), Venezuela (on two occasions), and Mexico (on one occasion). BIS licenses were required for these exports by Sections 742.4 and 742.6 of the Regulations, but were not sought or obtained by Unisol.

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2015). The violations alleged occurred from 2012-2013. The Regulations governing the violation at issue are found in the 2012-2013 versions of the Code of Federal Regulations, 15 C.F.R. Parts 730-774 (2012-2013). The 2015 Regulations govern the procedural aspects of this case.

² 50 U.S.C. §§ 4601-4623 (Supp. III 2015) (available at <http://uscode.house.gov>). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 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 7, 2015 (80 Fed. Reg. 48,233 (Aug. 11, 2015)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.* (2012)).

Unisol knew or had reason to know that it was violating or about to violate the Regulations because, *inter alia*, on or about December 14, 2012, a U.S. company notified Unisol in writing, including specifically Unisol's chief executive officer, that the items were controlled for export purposes and required a Department of Commerce license to export. This company also discussed the applicable ECCN, referred Unisol to the Export Administration Regulations and BIS's website, and offered to answer any questions Unisol might have. This communication occurred, as Unisol was aware, after an attempted export to Ecuador involving this U.S. company had been detained by the U.S. Government. The attempted export included some Axis Q1921-E thermal imaging cameras that had been supplied by Unisol.

Nonetheless, Unisol subsequently completed the sale and/or transfer of the items for export, and exported the items, to not only Ecuador, but also to Venezuela and Mexico, without seeking or obtaining the required BIS licenses. Unisol, which at all times pertinent hereto was an authorized distributor of the items, consciously disregarded and willfully avoided facts concerning the license requirements in proceeding with and completing these five unlicensed export transactions between on or about December 31, 2012, and on or about March 25, 2013.

In so doing, Unisol committed five violations of Section 764.2(e) of the Regulations.

* * * * *

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

- The maximum civil penalty allowed by law of up to the greater of \$250,000 per violation, or twice the value of the transaction that is the basis of the violation;³
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

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

³ *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

Unisol 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. Unisol is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. *See* 15 C.F.R. §§ 766.3(a) and 766.4.

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

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

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

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

Sincerely,

Douglas R. Hassebrock
Director
Office of Export Enforcement

Unisol International
Proposed Charging Letter
Schedule of Violations
Page 1 of 1

Charge No.	Export Date	Description of Items	ECCN	Destination	Value	Violation
1	1/3/2013 ¹	Axis Q1921-E thermal imaging cameras	6A003.b.4	Ecuador (via Mexico)	\$294	15 C.F.R. § 764.2(e)
2	1/9/2013	Repaired Axis Q1921-E thermal imaging cameras	6A003.b.4	Venezuela	\$15,859	15 C.F.R. § 764.2(e)
3	2/8/2013	Axis Q1921-E thermal imaging camera	6A003.b.4	Mexico	\$3,599	15 C.F.R. § 764.2(e)
4	2/18/2013	Axis Q1921-E thermal imaging cameras	6A003.b.4	Ecuador (via Mexico)	\$41,030	15 C.F.R. § 764.2(e)
5	3/25/2013	Axis Q1921-E thermal imaging cameras	6A003.b.4	Venezuela	\$6,298	15 C.F.R. § 764.2(e)

¹ The date of sale of these items to the end user was December 31, 2012.