

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

In the Matter of:)
)
Aviation Services International, B.V.)
also known as Delta Logistics, B.V.)
P.O. Box 418)
Heerhugowaard, Netherlands 1700AK)
)
and)
)
Flemming Straat 36)
Heerhugowaard, Netherlands 1700AK)
)

Respondent)

ORDER RELATING TO AVIATION SERVICES INTERNATIONAL, B.V.

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has initiated an administrative proceeding against Aviation Services International, B.V., also known as Delta Logistics, B.V. (collectively referred to herein as “ASI”) pursuant to Section 766.3 of the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2009)) (“EAR”),¹ and Section 13(c) of the Export Administration Act of 1979, as amended (50 U.S.C. app. §§ 2401-2420) (the “EAA”),² through issuance of a Proposed Charging Letter to ASI that alleged that ASI committed one violation of the EAR. Specifically:

¹ The violation alleged by BIS occurred between 2005 and 2007. The governing provisions of the EAR are found in the 2005-2007 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2005-2007)). The 2009 version of the EAR establishes the procedures that apply to the BIS administrative proceeding.

² Since August 21, 2001, the EAA has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), as extended most recently by the Notice of August 13, 2009 (74 Fed. Reg. 41,325 (August 14, 2009)), has continued the EAR in effect under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701, *et seq.*) (“IEEPA”).

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

Between on or about October 1, 2005, and continuing through on or about October 30, 2007, ASI conspired and acted in concert with others, known and unknown, to violate the Regulations and to bring about acts that constitute violations of the Regulations. The purpose of the conspiracy was to export U.S.-origin items including aircraft parts, electronic components, and polyimide film on multiple occasions, from the United States to Iran, via the Netherlands, Cyprus, and the United Arab Emirates (“UAE”), without the required U.S. Government authorization. Pursuant to Section 746.7 of the Regulations, authorization was required from OFAC before the aircraft parts, electronic components, and polyimide film, items subject to the Regulations³ and the Iranian Transactions Regulations, 31 C.F.R. Part 560 (“ITR”), could be exported from the United States to Iran. Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction subject to the ITR. In furtherance of the conspiracy, ASI and its co-conspirators devised and employed a scheme to purchase these items from the United States on behalf of Iranian customers and give U.S. manufacturers false information regarding the ultimate destination, end user, and end use of the items, thereby causing false export control documents to be submitted to the U.S. Government listing countries other than Iran as the ultimate destination for the items. These acts were taken to export U.S.-origin items to Iran without the required U.S. Government authorization and avoid detection by law enforcement. By engaging in this activity, ASI committed one violation of Section 764.2(d) of the Regulations.

WHEREAS, BIS and ASI have entered into a Settlement Agreement pursuant to Section 766.18 of the EAR, whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein;⁴ and

WHEREAS, I have approved of the terms of the Settlement Agreement;⁵

³ The items were classified as Export Control Classification Numbers (“ECCN”) 9A991, 1C008.A.3, 5A991. Additionally, some of the aircraft parts were designated EAR99, which is a designation for items subject to the Regulations but not listed on the Commerce Control List. (2005-2007).

⁴ The Settlement Agreement also resolves allegations by the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”), which is also a party to the Settlement Agreement, of apparent violations of the Iranian Transactions Regulations, 31 C.F.R. Part 560 (“ITR” or the “OFAC Regulations”). ASI’s apparent violations of the OFAC Regulations are contained in an OFAC Prepenalty Notice that was issued by OFAC on or about September 24, 2009, identified as FAC Number IA-365318.

⁵ This Order signifies my approval of the Settlement Agreement based on the violations alleged in the Proposed Charging Letter, and not the OFAC Prepenalty Notice referenced in note 4, *supra*.

IT IS THEREFORE ORDERED:

FIRST, that a civil penalty of \$250,000 is assessed against ASI. Payment of the \$250,000 penalty shall be suspended for a period of three (3) years from the date the BIS Order is issued and thereafter shall be waived provided that during the period of suspension, ASI has committed no violation of the EAA, EAR or any order or license issued thereunder.

SECOND that for a period of seven (7) years from the date of this Order, Aviation Services International, B.V., also known as Delta Logistics, B.V., P.O. Box 418, Heerhugowaard, Netherlands 1700AK and Fleming Straat 36, Heerhugowaard, Netherlands, 1700AK, its successors or assigns, and, when acting for or on behalf of ASI, its officers, representatives, agents or employees (“Denied Person”) may not participate, directly or indirectly, in any way in any transaction involving any commodity, software, or technology (hereinafter collectively referred to as “item”) exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

- A. Applying for, obtaining, or using any license, License Exception, or export control document;
- B. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations; or

- C. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations.

THIRD, that no person may, directly or indirectly, do any of the actions described below with respect to an item that is subject to the Regulations that has been, will be, or is intended to be exported or reexported from the United States:

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

whatever origin, that is owned, possessed or controlled by a 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.

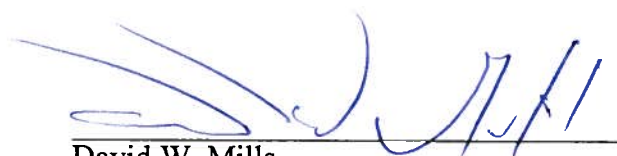
FOURTH, that, after notice and opportunity for comment as provided in Section 766.23 of the Regulations, any person, firm, corporation, or business organization related to ASI by affiliation, ownership, control, or position of responsibility in the conduct of trade or related services may also be made subject to the provisions of the Order.

FIFTH, that this Order does not prohibit any export, reexport, or other transaction subject to the EAR where the only items involved that are subject to the EAR are the foreign-produced direct product of U.S.-origin technology.

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

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

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



David W. Mills
Assistant Secretary of Commerce
for Export Enforcement

Issued this 2 day of March, 2010

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is made by and between the Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"), and Aviation Services International, B.V., also known as Delta Logistics, B.V., (collectively referred to herein as "ASI") of Heerhugowaard, Netherlands. BIS, OFAC, and ASI are hereinafter collectively referred to as the "Parties."

WHEREAS, BIS, pursuant to the Export Administration Act of 1979, as amended (50 U.S.C. app. §§ 2401-2420) ("EAA"),¹ administers the Export Administration Regulations (currently codified at 15 C.F.R. Parts 730-774 (2009)) (EAR or the "Regulations");²

WHEREAS, BIS has notified ASI of its intention to initiate an administrative proceeding against ASI, pursuant to the EAA and the EAR, and has issued a Proposed Charging Letter, attached hereto as Exhibit A, alleging one violation of the EAR (the "BIS Allegations"). Specifically, BIS alleged:

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

Between on or about October 1, 2005, and continuing through on or about October 30, 2007, ASI conspired and acted in concert with others, known and unknown, to violate the Regulations and to bring about acts that constitute violations of the Regulations. The purpose of the conspiracy was to export U.S.-origin items including aircraft parts, electronic components, and polyimide film on multiple occasions, from the United States to Iran, via the Netherlands, Cyprus, and the United Arab Emirates ("UAE"), without the required U.S. Government authorization. Pursuant to Section 746.7 of the Regulations, authorization was required from OFAC before the aircraft parts, electronic components, and polyimide film, items subject to the Regulations³ and the Iranian Transactions Regulations, 31 C.F.R. Part 560 ("ITR"), could be exported from the United States to Iran. Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction subject to the ITR. In furtherance of the conspiracy, ASI and its co-conspirators devised and employed a scheme to purchase these items from the United States on behalf of Iranian customers and give U.S.

¹ Since August 21, 2001, the EAA has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), as extended most recently by the Notice of August 13, 2009 (74 Fed. Reg. 41,325 (August 14, 2009)), has continued the EAR in effect under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1707) ("IEEPA").

² The violations alleged in BIS's proposed charging letter occurred between 2005 and 2007. The governing provisions of the EAR are found in the 2005-2007 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2005-2007)). The 2009 version of the EAR establishes the procedures that apply to the BIS administrative proceeding.

³ The items were classified as Export Control Classification Numbers ("ECCN") 9A991, 1C008.A.3, 5A991., Additionally, some of the aircraft parts were designated EAR99, which is a designation for items subject to the Regulations but not listed on the Commerce Control List. (2005-2007).

manufacturers false information regarding the ultimate destination, end user, and end use of the items, thereby causing false export control documents to be submitted to the U.S. Government listing countries other than Iran as the ultimate destination for the items. These acts were taken to export U.S.-origin items to Iran without the required U.S. Government authorization and avoid detection by law enforcement. By engaging in this activity, ASI committed one violation of Section 764.2(d) of the Regulations.

WHEREAS, OFAC, pursuant to the authority provided under IEEPA, administers the ITR (the "OFAC Regulations");

WHEREAS, on September 24, 2009, OFAC served on ASI a Prepenalty Notice, attached hereto as Exhibit B and identified by FAC Number IA-365318 (the "Prepenalty Notice"), containing allegations that ASI violated §§ 560.203 and 560.204 of the ITR (the "OFAC Allegations"). Specifically, OFAC alleged:

In or about January 2006, ASI appears to have violated § 560.204 of the ITR when it exported, re-exported, sold, or supplied communications equipment from the United States indirectly through a third country, The Netherlands, to Iran. ASI counsel has provided a copy of a January 26, 2006, Shipper's Export Declaration which lists the value of the equipment at \$40,269.

In or about February 2007, ASI appears to have violated §§ 560.203 and 560.204 of the ITR when it attempted to export goods indirectly from the United States to Iran and exported, re-exported, sold, or supplied aerospace grade aluminum from the United States to an entity in The Netherlands with knowledge or reason to know that the goods were intended for transshipment to Iran. ASI counsel has provided a copy of a February 21, 2007, purchase order which specifies a purchase price of \$9,537.68.

In or about March 2007, ASI appears to have violated § 560.203 of the ITR when it attempted to export, re-export, sell, or supply polyimide film from the United States indirectly to Iran in violation of § 560.204 of the ITR. On or about July 31, 2007, ASI apparently attempted to arrange for the goods to be shipped to a fictitious purchaser in Dubai, U.A.E. ASI counsel has provided a copy of a March 30, 2007, invoice for the sale of adhesive polyimide film to ASI. The purchase price specified in the invoice is \$13,705.78.

WHEREAS, ASI has reviewed the BIS Allegations and OFAC Allegations, and is aware of the civil sanctions that could be imposed against it if such allegations are found to be true;

WHEREAS, ASI fully understands the terms of this Agreement and the proposed BIS Order and that this Agreement shall serve as the final resolution of the BIS Allegations and the OFAC Allegations;

WHEREAS, ASI enters into this Agreement voluntarily and with full knowledge of its rights;

WHEREAS, the Parties enter into this Agreement having taken into consideration a plea agreement that ASI entered into with the U.S. Attorney's Office for the District of Columbia on September 24, 2009 (the "ASI Plea Agreement");

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

WHEREAS, ASI neither admits nor denies the allegations contained in the Proposed Charging Letter and the Prepenalty Notice; and

WHEREAS, ASI desires to settle the BIS Allegations and the OFAC Allegations and agrees to be bound by this Agreement and the BIS Order, if entered;

NOW THEREFORE, pursuant to the authority under Section 766.18 of the EAR and the OFAC Regulations, the Parties hereby agree as follows:

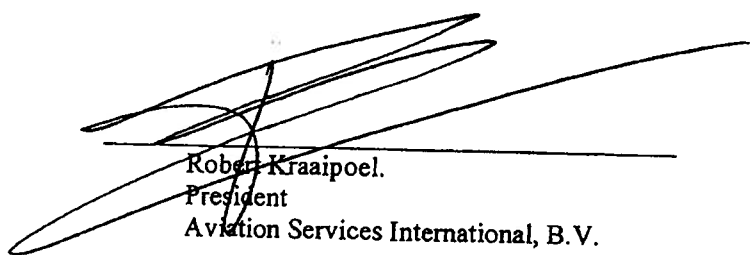
1. BIS has jurisdiction, pursuant to the EAR, over ASI in connection with the matters alleged in the Proposed Charging Letter, and OFAC has jurisdiction over ASI and the transactions described in the OFAC Allegations.
2. The following sanctions shall be imposed against ASI in complete settlement of the BIS Allegations:
 - a. ASI shall be assessed a civil penalty of \$250,000. Payment of the \$250,000 shall be suspended for a period of three years from the date the BIS Order is issued and thereafter shall be waived provided that during the period of suspension, ASI has committed no violation of the EAA, EAR, or any order or license issued thereunder.
 - b. For a period of seven years from the date of issuance of the BIS Order, Aviation Services International, B.V., also known as Delta Logistics, B.V., its successors or assigns, and, when acting for or on behalf of Aviation Services International, B.V., its representatives, agents, or employees ("Denied Person") may not participate, directly or indirectly, in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as "item") exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:
 - i. Applying for, obtaining, or using any license, License Exception, or export control document;
 - ii. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations; or

- iii. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations.
3. In complete settlement of the OFAC Allegations, ASI agrees to a settlement in the amount of \$750,000. ASI's obligation to pay such settlement amount has been satisfied by the following:
 - a. ASI's acceptance of responsibility by having entered a guilty plea and agreement to pay a criminal fine regarding the pattern of conduct that gave rise to the OFAC Allegations, pursuant to the ASI Plea Agreement; and
 - b. ASI's agreement to be placed on BIS's Denied Persons List as described in Paragraph 2(b) hereof.
4. Subject to the approval of this Agreement pursuant to Paragraph 9 hereof, ASI hereby waives any claim by or on behalf of ASI, whether asserted or unasserted, against BIS, the U.S. Department of Commerce and/or its officials and employees, and/or against OFAC, the U.S. Department of the Treasury, and/or its officials and employees, arising out of the facts and circumstances giving rise to the matters that resulted in this Agreement, including, but not limited to, BIS's investigation of the facts and circumstances giving rise to the BIS Allegations and BIS's issuance of the Proposed Charging Letter, as well as OFAC's investigation of the facts and circumstances giving rise to the OFAC Allegations and OFAC's issuance and service of the Prepenalty Notice. ASI also hereby waives any possible legal objection to this Agreement at any future date and all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the BIS Order, if issued), including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any proposed charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if entered; and (c) seek judicial review or otherwise contest the validity of this Agreement or the BIS Order, if issued.
5. Upon issuance of the BIS Order, (a) BIS will not initiate any further administrative proceeding against ASI in connection with any violation of the EAA or the EAR arising out of the transactions specifically detailed in the BIS Allegations; and (b) OFAC will not initiate any enforcement action or further administrative proceeding against ASI in connection with any violation of the ITR arising out of the transactions specifically detailed in the OFAC Allegations.
6. This Agreement expresses the complete understanding of the Parties regarding resolution of the BIS Allegations and the OFAC Allegations. 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 BIS Order, if entered. This Agreement shall not 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.

7. BIS will make the Proposed Charging Letter, this Agreement, and the BIS Order, if entered, available to the public. OFAC may, in its sole discretion, post this entire agreement and/or the facts of this Agreement (including the identity of any entity involved, the settlement amount, and a brief description of the OFAC Allegations) on OFAC's Web site. BIS and OFAC may also issue a joint press release or separate press releases relating to this matter, the contents of which will be determined by BIS and OFAC in their discretion.
8. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the BIS Order is not issued by the Assistant Secretary of Commerce for Export Enforcement pursuant to Section 766.18(a) of the EAR, 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.
9. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by entering the BIS Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record. If the Agreement is so approved and the BIS Order so issued, this Agreement shall inure to the benefit of and be binding on each party, as well as its respective successors or assigns.
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.


Respondent Aviation Services International, B.V. accepts the terms of this Settlement Agreement this 14th day of December, 2009.



Robert Kraaiapoel.
President
Aviation Services International, B.V.

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

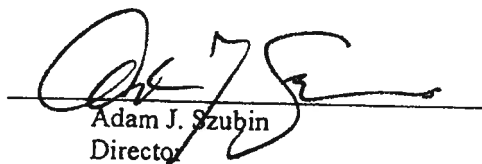
Date: 1/22/10



Thomas Madigan
Director
Office of Export Enforcement
Bureau of Industry and Security
U.S. Department of Commerce

OFFICE OF FOREIGN ASSETS CONTROL
U.S. DEPARTMENT OF THE TREASURY

Date: January 28, 2010



Adam J. Szubin
Director
Office of Foreign Assets Control
U.S. Department of the Treasury

PROPOSED CHARGING LETTER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Aviation Services International, B.V.
a/k/a Delta Logistics, B.V.
P.O. Box 418
Heerhugowaard, Netherlands 1700AK

and

Flemming Straat 36
Heerhugowaard, Netherlands 1700AK

*Attn: Mr. Robert Kraaijoel
President*

Dear Mr. Kraaijoel:

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Aviation Services International, B.V. also known as Delta Logistics, B.V, (collectively referred to herein as “ASI”) of Heerhugowaard, Netherlands has committed one violation of the Export Administration Regulations (the “Regulations”),¹ which are issued under the authority of the Export Administration Act of 1979, as amended (the “Act”).² Specifically, BIS charges that ASI committed the following violation:

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

Between on or about October 1, 2005, and continuing through on or about October 30, 2007, ASI conspired and acted in concert with others, known and unknown, to violate the Regulations and to bring about acts that constitute violations of the Regulations. The purpose of the conspiracy was to export U.S.-origin items including aircraft parts, electronic components, and polyimide

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2007). The alleged violation occurred between 2005 and 2007. The Regulations governing the alleged violation at issue are found in the 2005-2007 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2005-2007)). The 2009 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 13, 2009 (74 Fed. Reg. 41,625 (Aug. 14, 2009)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1706 (2000) (“IEEPA”). The Act and the Regulations are available on the Government Printing Office website at: <http://www.access.gpo.gov/bis/>.

film on multiple occasions, from the United States to Iran, via the Netherlands, Cyprus, and the United Arab Emirates (“UAE”), without the required U.S. Government authorization. Pursuant to Section 746.7 of the Regulations, authorization was required from OFAC before the aircraft parts, electronic components, and polyimide film, items subject to the Regulations³ and the Iranian Transactions Regulations, 31 C.F.R. Part 560 (“ITR”), could be exported from the United States to Iran. Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction subject to the ITR. In furtherance of the conspiracy, ASI and its co-conspirators devised and employed a scheme to purchase these items from the United States on behalf of Iranian customers and give U.S. manufacturers false information regarding the ultimate destination, end user, and end use of the items, thereby causing false export control documents to be submitted to the U.S. Government listing countries other than Iran as the ultimate destination for the items. These acts were taken to export U.S.-origin items to Iran without the required U.S. Government authorization and avoid detection by law enforcement. By engaging in this activity, ASI committed one violation of Section 764.2(d) of the Regulations.

* * * * *

Accordingly, ASI 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;⁴
- Denial of export privileges; and/or
- Exclusion from practice before BIS.

If ASI 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 (2009). If ASI defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to ASI. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

ASI 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 (2009). ASI 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 (2009).

³ The items were classified as Export Control Classification Numbers (“ECCN”) 9A991, 1C008.A.3, 5A991., Additionally, some of the aircraft parts were designated EAR99, which is a designation for items subject to the Regulations but not listed on the Commerce Control List. (2005-2007).

⁴ *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

The Regulations provide for settlement without a hearing. *See* 15 C.F.R. § 766.18 (2009). Should ASI have a proposal to settle this case, ASI or his 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, ASI'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 ASI's answer must be served on BIS at the following address:

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

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

Sincerely,

Thomas Madigan
Director
Office of Export Enforcement