

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 08-20222-CR-LENARD(s)

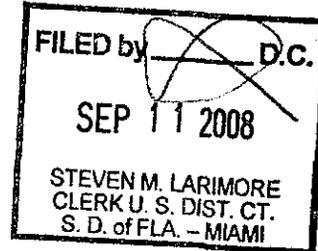
18 U.S.C. § 371
50 U.S.C. § 1705
31 C.F.R. § 560.203
31 C.F.R. § 560.204
15 C.F.R. § 736.2
18 U.S.C. § 1001
18 U.S.C. § 981(a)(1)(C)
19 U.S.C. § 1595a(d)

UNITED STATES OF AMERICA

vs.

ALI AKBAR YAHYA,
F.N. YAGHMAEI,
a/k/a "Farrokh Nia Yaghmaei,"
MAYROW GENERAL TRADING,
ATLINX ELECTRONICS,
MICATIC GENERAL TRADING,
MAJIDCO MICRO ELECTRONICS,
a/k/a "MME",
AL-FARIS,
NEDA INDUSTRIAL GROUP,
BAHMAN GHANDI,
a/k/a "Brian Ghandi,"
FARSHID GILLARDIAN,
a/k/a "Isaac Gill," a/k/a "Isaac Gillardian,"
KAAM CHEE MUN,
a/k/a "Brian Kaam,"
BJAMSHID NEZHAD,
a/k/a "Reza",
AHMAD RAHZAD,
a/k/a "Saeb Karim,"
MAJID SEIF,
a/k/a "Mark Ong," a/k/a "Matti Chong,"
ECO BIOCHEM SDN BHD,
and
VAŞT SOLUTION SDN BHD,

Defendants.



SUPERSEDING INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times material to this Superseding Indictment:

The Defendants

1. Defendant **ALI AKBAR YAHYA** (“**YAHYA**”) was the general manager of Defendant **MAYROW GENERAL TRADING** (“**MAYROW**”) and the managing director of Defendant **ATLINX ELECTRONICS** (“**ATLINX**”). **YAHYA** was also an associate and operator of Defendants **MAJIDCO MICRO ELECTRONICS** (“**MAJIDCO**”) and **MICATIC GENERAL TRADING LLC** (“**MICATIC**”). **YAHYA** was an Iranian citizen and a naturalized British citizen.

2. Defendant **F.N. YAGHMAEI, a/k/a “Farrokh Nia Yaghmaei,”** (“**YAGHMAEI**”) was a manager for Defendant **MAYROW** and an associate of Defendants **MAJIDCO** and **MICATIC**.

3. Defendant **MAYROW** engaged in the business of buying and selling electronic components and used the address Flat 401, Baniyas Center, Al Maktum Rd, in Dubai, UAE.

4. Defendant **ATLINX** engaged in the business of buying and selling electronic components and used the address Flat 401, Baniyas Center Al Maktum Rd, in Dubai, UAE.

5. Defendant **MICATIC** engaged in the business of buying and selling electronic components and other commodities and used the address Flat 401, Baniyas Center Al Maktum Rd, in Dubai, UAE.

6. Defendant **MAJIDCO, a/k/a "MME"**, engaged in the business of buying and selling electronic components and other commodities and used the address Flat 401, Baniyas Center Al Maktum Rd, in Dubai, UAE. **MAJIDCO** also conducted operations from a location in Tehran, the Islamic Republic of Iran (herein referred to as “Iran”).

7. Defendant **AL-FARIS** engaged in the business of buying and selling electronic components and other commodities and used the address 10559 Ras Al Khaimah (RAK), in the Free Trade Zone, United Arab Emirates (“UAE”). **AL-FARIS** also used the address Flat 401, Baniyas Center Al Maktum Rd, in Dubai, UAE.

8. Defendant **NEDA INDUSTRIAL GROUP** (“**NEDA**”) engaged in the business of providing specialized services in the oil, gas, and power plant industries, among others, from an office located in Tehran, Iran. **NEDA** was also the controlling entity of **NEDAYE MICRON ELECTRONIC COMPANY**, located in Tehran, Iran, and of Neda Overseas Electronics LLC, located in Dubai, UAE. At all times relevant to this Superseding Indictment, the actions of **NEDAYE MICRON ELECTRONIC COMPANY** are attributable to Defendant **NEDA**.

9. Defendant **BAHMAN GHANDI**, a/k/a “**Brian Ghandi**,” (“**GHANDI**”) was an employee or associate of Defendants **MAYROW GENERAL TRADING** (“**MAYROW**”), **NEDA INDUSTRIAL GROUP** (“**NEDA**”), and **VAST SOLUTION SDN BHD** (“**VAST SOLUTION**”). **GHANDI** was an Iranian citizen and resided in Iran.

10. Defendant **FARSHID GILLARDIAN**, a/k/a “**Isaac Gill**,” a/k/a “**Isaac Gillardian**,” (“**GILLARDIAN**”) was the chief executive of the company **MCES** in Great Britain. **GILLARDIAN** was an Iranian citizen. **GILLARDIAN** was also a naturalized British citizen and resided in Great Britain.

11. Defendant **KAAM CHEE MUN**, a/k/a “**Brian Kaam**,” (“**KAAM**”) was the executive director of Defendant **ECO BIOCHEM SDN BHD** (“**ECO BIOCHEM**”) and an associate of the company **Ace Hub System SDN BHD** (“**Ace Hub**”) in Malaysia. **KAAM** resided in Malaysia.

12. Defendant **DJAMSHID NEZHAD** (“NEZHAD”), a/k/a “Reza”, was the operator of the company Nezhad Enterprises, in Germany. **NEZHAD** resided in Germany.

13. Defendant **AHMAD RAHZAD** (“RAHZAD”), a/k/a “Saeb Karim,” was the operator of Toos Electronics in Iran. **RAHZAD** was an Iranian citizen.

14. Defendant **MAJID SEIF** (“SEIF”), a/k/a “Mark Ong,” a/k/a “Matti Chong,” was the manager of Defendant **VAST SOLUTION** and was an associate of the company ACE HUB in Malaysia. **SEIF** was an Iranian citizen and resided in Malaysia.

15. Defendant **ECO BIOCHEM** engaged in the business of selling chemical products and used the address No.15, Jalan PJS 11/16, Taman Bandar Sunway, in Petaling Jaya, Selangor Malaysia.

16. Defendant **VAST SOLUTION** engaged in the business of buying and selling electronic components and other commodities and used the address 27-06 Am-Corp Building, in Petaling Jaya, Selangor, Malaysia.

The International Emergency Economic Powers Act,
The Iran Trade Embargo,
and the Iranian Transactions Regulations

17. The International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C. §§ 1701-1707, authorizes the President of the United States (“the President”) to impose economic sanctions on a foreign country in response to an unusual or extraordinary threat to the national security, foreign policy, or economy of the United States when the President declares a national emergency with respect to that threat.

18. On March 15, 1995, the President of the United States issued Executive Order 12957, finding that “the actions and policies of the Government of Iran constitute an unusual and

extraordinary threat to the national security, foreign policy, and economy of the United States,” and declared “a national emergency to deal with that threat.” Executive Order 12957, as expanded and continued by Executive Orders 12959 and 13059 and successive Presidential notices, was in effect at all times relevant to this Superseding Indictment.

19. On May 6, 1995, the President issued Executive Order 12959 and imposed economic sanctions, including a trade embargo, against the Islamic Republic of Iran (“the Iran Trade Embargo”). The Iran Trade Embargo prohibits, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran of any goods, technology, or services from the United States or by a United States person. The Iran Trade Embargo also prohibits any transaction within the United States or by any United States person that evades or avoids, or has the purpose of evading or avoiding, any prohibition set forth in the Iran Trade Embargo. On August 17, 1997, the President issued Executive Order 13059, reiterating and renewing the Iran Trade Embargo, which continued and was in effect at all times relevant to this Superseding Indictment.

20. To implement the Iran Trade Embargo, the United States Department of the Treasury, through the Office of Foreign Assets Control (“OFAC”), issued the Iranian Transactions Regulations (“ITR”) (31 C.F.R. Part 560). The ITR prohibit, among other things, the export, re-export, sale, or supply, directly or indirectly, from the United States or by a United States person, wherever located, to Iran or the Government of Iran, or the financing of such export, re-export, sale, or supply, of any goods, technology, or services, without prior authorization or license from the Secretary of the Treasury, through OFAC. These regulations further prohibit any transactions that evade or avoid or have the purpose of evading or avoiding any of the prohibitions contained in the ITR, including

the unauthorized exportation of goods from the United States to a third country if the goods are intended or destined for Iran.

21. Pursuant to the ITR, any individual who wishes to export any goods or technology to Iran must file an application for a license and receive approval from OFAC before exporting or attempting to export, directly or indirectly, such goods or technology from the United States to Iran.

22. The Iran Trade Embargo, the ITR, and the IEEPA were in effect at all times relevant to this Superseding Indictment.

**The Export Administration Regulations
and General Order No.3**

23. The Export Administration Act (“EAA”) (50 U.S.C. App. §§ 2401-2420) authorized the United States Department of Commerce to prohibit or curtail the export of any goods and technology, as necessary, to protect, among other things, the national security and foreign policy of the United States. The Department of Commerce implements that authority through the Export Administration Regulations (“EAR”) (15 C.F.R. Parts 730-774). Although the EAA had lapsed, the EAR continued to be in effect under the provisions of IEEPA, by virtue of Executive Order 13222 (August 17, 2001), as extended by successive Presidential notices.

24. Pursuant to the authority granted by IEEPA, the Secretary of Commerce issued General Order No.3 to impose a license requirement for exports and reexports of all items subject to the Export Administration Regulations (“EAR”) (15 C.F.R. §§ 736 and 744) to Defendant **MAYROW** and entities related to or controlled by it.

25. The Secretary issued General Order No. 3 after “[t]he United States Government, including the United States Department of Commerce, Bureau of Industry and Security, [came] into the possession of information giving reason to believe, based on specific and articulable facts, that [various entities] are affiliated or conducting business with **MAYROW GENERAL TRADING** and its related entities, and have acquired or attempted to acquire electronic components and devices capable of being used to construct Improvised Explosive Devices (“IEDs”).” 71 F.R. 32272. According to the Federal Register, Rules and Regulations, regarding the issuance of General Order No. 3, “[t]hese commodities have been, and may continue to be, employed in IEDs or other explosive devices used against Coalition Forces in Iraq and Afghanistan.” 71 F.R. 32272.

26. “To curtail such use of these commodities in order to protect Coalition Forces operating in Iraq and Afghanistan, the Department of Commerce [issued] General Order No. 3, ... imposing a license requirement for exports and reexports of all items subject to the Export Administration Regulations (EAR) (15 C.F.R. parts 736 and 744) to **MAYROW GENERAL TRADING** and entities related to or controlled by it.” 71 F.R. 32273, 15 C.F.R. § 736, Supp. 1. Pursuant to General Order No. 3, a Department of Commerce license is required for the export or reexport of any item subject to the EAR to any of the entities listed therein, including any transaction in which any of the named entities will act as purchaser, intermediate consignee, ultimate consignee, or end-user of the items. General Order No. 3 went into effect on June 5, 2006, and was published in the Federal Register (Volume 71, Number 107) (Rules and Regulations) (Pages 32272-32274). On September 6, 2006, and June 8, 2007, the Department of Commerce amended General Order No. 3 to include additional entities and individuals related to Defendant **MAYROW**. General Order No. 3 was in effect at all times relevant to this Superseding Indictment.

27. Defendants **YAGHMAEI, ATLINX, MAJIDCO, MAYROW, and MICATIC** were listed in General Order No. 3 as of June 5, 2006. Defendants **SEIF, YAHYA, AL-FARIS, NEDA,** and **VAST SOLUTION** were listed in General Order No. 3, as amended, as of June 8, 2007.

28. Certain goods and technologies that have commercial application, but also could make a significant contribution to the military or nuclear potential of other nations and could be detrimental to the foreign policy or national security of the United States are commonly referred to as "dual-use" goods and technologies.

29. A field-programmable gate array is a dual use technology. The field programmable gate array is an integrated circuit that can be programmed in the field after manufacture. Applications of this dual-use technology include digital signal processing, software-defined radio, aerospace and defense systems, medical imaging, computer vision, speech recognition, cryptography, bioinformatics, computer hardware emulation, and a growing range of other areas.

30. An integrated circuit is a dual use technology. An integrated circuit (IC), sometimes called a chip or microchip, is a semiconductor wafer on which thousands or millions of tiny resistors, capacitors, and transistors are fabricated. An IC can function as an amplifier, oscillator, timer, counter, computer memory, or microprocessor. A particular IC is categorized as either linear (analog) or digital, depending on its intended application

31. A Global Positioning System ("GPS") is a dual-use technology, with potential military application including mapping, reconnaissance, and the coordination of troop movements. Additionally, some weapons systems use GPS to track potential ground and air targets before they are flagged as hostile.

32. The Invensys Model 375 Field Communicator is a dual-use technology that serves as a handheld interface for field instruments and valves. The device enables configuration, calibration, and troubleshooting of more than 1,000 devices from 124 manufacturers.

33. The Microchip brand microcontroller is a dual use technology. A microcontroller is a functional computer system on a chip. It contains a processor core, memory and programmable input/output peripherals. It can be used in any automatically controlled products and devices. Certain types of Microchip microcontrollers have applications for use in IEDs. The Microchip brand microcontroller specifically identified as PIC16F84A-04I/P has been found in IEDs in Iraq.

34. At no time did any of the defendants in this Superseding Indictment apply for, receive, or possess a license or authorization from OFAC or the Department of Commerce to export goods, technology, or services, of any description, to Iran.

Export and Shipping Records

35. Pursuant to United States law and regulation, exporters, shippers, and freight forwarders are required to file certain forms and declarations concerning exports of goods and technology from the United States. Typically, those filings are filed electronically through the Automated Export System (“AES”), which is administered by the United States Department of Homeland Security (“DHS”), Immigration and Customs Enforcement. A Shipper’s Export Declaration (“SED”) is an official document submitted to DHS in connection with export shipments from the United States.

36. An essential and material part of the SED and AES, as well as other export filings, is information concerning the end-user or ultimate destination of the export. The identity of the end-user may determine whether the goods may be exported (a) without any specific authorization from the United States government; (b) with the specific authorization or license from the United States

Department of Commerce, the United States Department of State, or the United States Department of Treasury; or (c) whether the goods may not be exported from the United States.

37. The SED or AES is used by the Department of State, the Department of the Treasury, and the Department of Commerce for export control purposes. Other United States government agencies also rely upon the information provided by SED and AES records.

COUNT 1
(The Dubai Conspiracy)

1. The allegations in Paragraphs 1 through 37 of the General Allegations are incorporated and realleged by reference in this Count.

2. Beginning as early as in or about January 2004, the exact date being unknown to the Grand Jury, and continuing through on or about the date of the return of this Superseding Indictment, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

ALI AKBAR YAHYA ,
F.N. YAGHMAEI,
a/k/a " Farrokh Nia Yaghmaei,"
MAYROW GENERAL TRADING,
ATLINX ELECTRONICS,
MICATIC GENERAL TRADING,
MAJIDCO MICRO ELECTRONICS,
a/k/a "MME",
and
NEDA INDUSTRIAL GROUP,

did knowingly combine, conspire, confederate, and agree with each other, and with others known and unknown to the Grand Jury, to commit offenses against the United States, that is,

(a) to export and cause the exportation of goods from the United States to Iran in violation of the embargo imposed upon that country by the United States and in violation of the EAR without

having first obtained the required licenses or authorizations from OFAC and/or the Department of Commerce, in violation of Title 50, United States Code, Sections 1702 and 1705; Title 31, Code of Federal Regulations, Parts 560.203 and 560.204; and Title 15, Code of Federal Regulations, Parts 736.2(b)(6); and

(b) to defraud the United States government by impairing, impeding, obstructing, and defeating the lawful government functions of the Department of the Treasury, the Department of Commerce, and the Department of Homeland Security, that is, the enforcement of laws and regulations prohibiting the export or supply of goods from the United States to Iran without authorization or a license, by deceit, craft, trickery, and dishonest means, in violation of Title 18, United States Code, Section 371.

PURPOSE AND OBJECTS OF THE CONSPIRACY

3. The purpose and objects of the conspiracy were:
 - A. to illegally enrich the co-conspirators by unlawfully exporting electronic components and other commodities from the United States to Iran;
 - B. to supply entities in Iran with commodities from the United States;
 - C. to evade the prohibitions and licensing requirements of the IEEPA, the ITR, and the EAR; and,
 - D. to conceal the prohibited activities and transactions from detection by the United States government so as to avoid penalties and disruption of the illegal activity.

MANNER AND MEANS OF THE CONSPIRACY

4. The manner and means by which the defendants and their co-conspirators sought to accomplish the objects of the conspiracy included, among others, the following:

A. Defendants **YAGHMAEI, YAHYA, ATLINX, MAYROW**, and others would use email accounts and other forms of communication to communicate with co-conspirators and others located in the United States, the UAE, and Iran.

B. Defendant **YAHYA** would cause funds to be used to pay for the these email accounts on behalf of Defendants **ATLINX** and **MAYROW**.

C. Defendant **YAGHMAEI** and others would send Requests for Quotes (“RFQ”s) and purchase orders on behalf of Defendants **MAJIDCO** and **MICATIC** for purchases of electronic components from companies based in the United States.

D. Defendants **MAYROW, ATLINX, MAJIDCO, MICATIC**, and others would purchase electronic components from companies based in the United States.

E. Defendants **YAGHMAEI, YAHYA**, and others would cause funds to be used in purchasing electronic components for Defendants **MAJIDCO, MICATIC**, and others from companies based in the United States.

F. Defendants **YAGHMAEI, YAHYA**, and other individuals acting on behalf of Defendants **ATLINX, MAJIDCO, MAYROW**, and **MICATIC** would intentionally conceal from electronics suppliers, shippers, and freight forwarders located in the United States the ultimate end-use and end-users of the purchased commodities.

G. Defendants **ATLINX, MAJIDCO, MAYROW, MICATIC**, and others would cause electronic components to be exported from United States companies to the UAE before causing the items to be shipped to Defendant **NEDA** and others in Iran.

H Defendant **NEDA** and others would arrange for these electronics to be received in Iran.

I. Defendants **YAGHMAEI, YAHYA**, and other individuals acting on behalf of Defendants **ATLINX, MAJIDCO, MAYROW, and MICATIC** would cause materially false, misleading, and incomplete information to be placed in documents such as purchase orders, air waybills, End-User Statements, and Shipper's Export Declarations.

Overt Acts

5. In furtherance of this conspiracy, and to accomplish its purpose and object, at least one of the conspirators committed or caused to be committed, in the Southern District of Florida, and elsewhere, at least one of the following overt acts, among others:

(1) On or about January 14, 2004, Defendant **MAJIDCO** ordered through the Amsterdam, Netherlands, office of a Chandler, Arizona, company, 7500 Microchip brand microcontrollers (PIC16F84A-04I/P), which have applications in and have been found in IEDs in Iraq.

(2) On or about February 26, 2004, Defendant **MAJIDCO** caused the Amsterdam, Netherlands, office of the Chandler, Arizona, company to issue an invoice and export the 7500 Microchip brand microcontrollers to Defendant **MAJIDCO** in Dubai, UAE.

(3) On or about May 31, 2004, Defendant **MAJIDCO** shipped the 7500 Microchip brand microcontrollers via Mahan Air to Defendant **NEDA** in Iran.

(4) On or about May 31, 2004, Defendant **NEDA** took possession of the 7500 Microchip brand microcontrollers in Iran.

(5) On or about January 21, 2004, an individual acting on behalf of Defendant **ATLINX** placed an order with a company located in Mountain View, California, for 120 field-programmable gate arrays and falsely represented to the Mountain View, California, company that the end user of the items was a company in Heliopolis, Egypt.

(6) On or about February 5, 2004, Defendant **ATLINX** caused the Mountainview, California, company to export the 120 field-programmable gate arrays to Dubai, UAE.

(7) On or about March 9, 2004, Defendant **ATLINX** shipped, via Iran Air, the 120 field-programmable gate arrays from Dubai, UAE, to a company in Iran.

(8) On or about March 14, 2004, Defendant **YAGHMAEI** signed a purchase order on behalf of Defendant **MAJIDCO** and forwarded it to a Chicago, Illinois, electronic components company for the purchase of 45 Motorola computer chips.

(9) On or about April 14, 2004, Defendant **MAJIDCO** caused the Chicago, Illinois, company to export a total of 89 Motorola computer chips to Dubai, UAE.

(10) On or about April 16, 2004, Defendant **YAGHMAEI** used defendant **YAHYA**'s credit card to pay the Chicago, Illinois, company for the 89 Motorola computer chips for Defendant **MAJIDCO**.

(11) On or about April 17, 2004, Defendant **MAJIDCO** shipped, via Iran Air, the 89 Motorola computer chips from Dubai, UAE, to Defendant **NEDA** in Iran.

(12) On or about April 17, 2004, Defendant **NEDA** took possession of the 89 Motorola computer chips in Iran.

(13) On or about March 15, 2004, Defendant **YAGHMAEI** signed a purchase order on behalf of Defendant **MAJIDCO** and forwarded it to an electronic components company located in Burlingame, California, for the purchase of 2000 MHS microprocessors.

(14) On or about March 16, 2004, Defendant **YAGHMAEI** provided his credit card number to the Burlingame, California, company for the purchase of the 2000 MHS microprocessors.

(15) On or about March 17, 2004, Defendant **MAJIDCO** sent a second purchase order to the Burlingame, California, company seeking to purchase 2000 Texas Instruments quadruple differential line drivers.

(16) On or about March 23, 2004, Defendant **MAJIDCO** caused the Burlingame, California, company to export the 2000 MHS microprocessors and the 2000 Texas Instruments quadruple differential drivers to Dubai, UAE, and to complete a shipper's letter of instructions which falsely declared that the ultimate consignee of the items was Defendant **MAJIDCO** in Dubai, UAE.

(17) On or about April 1, 2004, Defendant **MAJIDCO** shipped, via Iran Air, the 2000 MHS microprocessors and the 2000 Texas Instruments quadruple differential drivers to Defendant **NEDA** in Iran.

(18) On or about April 1, 2004, Defendant **NEDA** took possession of the 2000 MHS microprocessors and the 2000 Texas Instruments quadruple differential drivers in Iran.

(19) On or about April 6, 2004, Defendant **YAGHMAEI** signed and forwarded an order on behalf of Defendant **MAJIDCO** to a Tamarac, Florida, electronic components company for the purchase of 497 Vishay Brand resistors.

(20) On or about April 6, 2004, Defendant **YAGHMAEI** sent an email to the Tamarac, Florida, based electronic components company instructing the company to use a specific international shipping company account number he provided for the shipment of the 497 Vishay Brand resistors.

(21) On or about April 6, 2004, Defendant **MAJIDCO** caused the Tamarac, Florida, electronic components company to export the 497 Vishay Brand resistors to Dubai, UAE.

(22) On or about May 16, 2004, Defendant **MAJIDCO** shipped, via Iran Air, 356 of the Vishay brand resistors from Dubai, UAE, to a company in Iran.

(23) On or about April 14, 2004, Defendant **YAGHMAEI** signed and forwarded an order on behalf of Defendant **MAJIDCO** to a Stamford, Connecticut, company for the purchase of one Microwave Solutions high-powered amplifier.

(24) On or about July 6, 2004, an individual identifying himself as "M. Saif" and acting on behalf of Defendant **MAJIDCO** sent an email to the Stamford, Connecticut, company instructing the company to use a specific international shipping company account number he provided for the shipment of the Microwave Solutions high-powered amplifier.

(25) On or about July 6, 2004, Defendant **MAJIDCO** caused the Stamford, Connecticut, company to export the Microwave Solutions high-powered amplifier to Dubai, UAE, and to complete a shipper's export declaration which falsely declared that the ultimate consignee of the item was Defendant **MAJIDCO** in Dubai, UAE.

(26) On or about October 6, 2004, Defendant **MAJIDCO** shipped, via Iran Air, the Microwave Solutions high-powered amplifier from Dubai, UAE, to a company in Iran.

(27) On or about May 1, 2004, Defendant **YAGHMAEI** sent a RFQ on behalf of Defendant **MAJIDCO** to a Fort Worth, Texas, company requesting a price for 800 Ericsson DC/DC converters.

(28) On or about May 6, 2004, Defendant **YAGHMAEI** provided the Fort Worth, Texas, company with Defendant **YAHYA**'s credit card information for the purchase of 200 of the Ericsson DC/DC converters.

(29) On or about May 10, 2004, Defendant **MAJIDCO** caused the Fort Worth, Texas, company to export the 200 Ericsson DC/DC converters to Dubai, UAE.

(30) On or about May 17, 2004, Defendant **MAJIDCO** shipped, via Iran Air, the 200 Ericsson DC/DC converters from Dubai, UAE, to Defendant **NEDA** in Iran.

(31) On or about May 17, 2004, Defendant **NEDA** took possession of the 200 Ericsson DC/DC converters in Iran.

(32) On or about May 18, 2004, Defendant **YAGHMAEI** signed and forwarded an order on behalf of Defendant **MAJIDCO** to a Holbrook, New York, company for the purchase of six different types of integrated circuits, totaling 3300 pieces and manufactured by four United States companies.

(33) On or about May 31, 2004, Defendant **MAJIDCO** made a wire transfer of funds to the Holbrook, New York, company for the purchase of the 3300 pieces.

(34) On or about June 7, 2004, Defendant **MAJIDCO** caused the final invoice for the 3300 pieces to be issued by the Holbrook, New York, company to Defendant **MICATIC**.

(35) On or about June 8, 2004, Defendants **MAJIDCO** and **MICATIC** caused the Holbrook, New York, company to export the 3300 pieces to Dubai, UAE, and to complete a shipper's letter of instructions which falsely declared that the ultimate consignee of the items was Defendant **MAJIDCO** in Dubai, UAE.

(36) On or about June 14, 2004, Defendants **MAJIDCO** and **MICATIC** shipped the 3300 pieces obtained from the Holbrook, New York, company from Dubai, UAE, to Defendant **NEDA** in Iran.

(37) On or about June 14, 2004, Defendant **NEDA** took possession of the 3300 pieces obtained from the Holbrook, New York, company in Iran.

(38) On or about June 14, 2004, Defendant **YAGHMAEI** sent a purchase order on behalf of Defendant **MAJIDCO** to a Thief River Falls, Minnesota, company for 5,000 Microchip brand microcontrollers.

(39) On or about June 16, 2004, an individual identifying himself as "Majid Saif" sent an email on behalf of Defendant **MAJIDCO** to the Thief River Falls, Minnesota, company and stated that the end user for the 5,000 Microchip brand microcontrollers would be the Al-Ajras Company and that the ultimate destination of the parts was Dubai, UAE.

(40) On or about July 7, 2004, Defendant **MICATIC** made a wire transfer of funds to the Thief River Falls, Minnesota, company for the purchase of 1,778 of the Microchip brand microcontrollers.

(41) On or about July 14, 2004, Defendant **MAJIDCO** caused the Thief River Falls, Minnesota, company to issue an invoice to an individual identified as "Majid Saif" and Defendant **MAJIDCO** and to export 1,717 of the Microchip brand microcontrollers to Dubai, UAE.

(42) On or about July 19, 2004, Defendant **MAJIDCO** shipped the 1,717 Microchip brand microcontrollers from Dubai, UAE, to Defendant **NEDA** in Iran.

(43) On or about July 19, 2004, Defendant **NEDA** took possession of the 1,717 Microchip brand microcontrollers in Iran.

(44) On or about July 29, 2004, Defendant **MAJIDCO** ordered through the Dublin, Ireland, office of a Chandler, Arizona, company, 5000 Microchip brand microcontrollers, (PIC16F84A-04I/P), which have applications in and have been found in IEDs in Iraq.

(45) On or about September 27, 2004, Defendant **MAJIDCO** caused the Dublin, Ireland, office of the Chandler, Arizona, company to issue an invoice and export the 5000 Microchip brand microcontrollers to Defendant **MAJIDCO** in Dubai, UAE.

(46) On or about October 11, 2004, Defendant **MAJIDCO** shipped 1000 of the Microchip brand microcontrollers to Defendant **NEDA** in Iran.

(47) On or about October 11, 2004, Defendant **NEDA** took possession of 1000 of the Microchip brand microcontrollers in Iran.

(48) On or about November 6, 2004, Defendant **MAJIDCO** shipped via Iran Air an additional 1000 of the Microchip brand microcontrollers to Defendant **NEDA** in Iran.

(49) On or about November 6, 2004, Defendant **NEDA** took possession of 1000 of the Microchip brand microcontrollers in Iran.

(50) On or about August 11, 2004, Defendant **YAGHMAEI** sent a purchase order on behalf of Defendant **MICATIC** to a Goleta, California, company for the purchase of two low profile incremental encoders.

(51) On or about August 12, 2004, an individual acting on behalf of Defendant **MAJIDCO** sent an email to the Goleta, California, company stating that Defendant **MAJIDCO** had changed its company name to **MICATIC GENERAL TRADING CO.**

(52) On or about August 30, 2004, Defendant **MICATIC** made a wire transfer of funds to the Goleta, California, company for the purchase of the two low profile incremental encoders.

(53) On or about September 15, 2004, an individual identifying himself as "Majid Saif" and acting on behalf of Defendant **MICATIC** sent an email to the Goleta, California, company

instructing the company to use a specific international shipping company account number he provided for the shipment of the two low profile incremental encoders.

(54) On or about September 20, 2004, Defendant **MICATIC** caused the Goleta, California, company to export the two low profile incremental encoders to Dubai, UAE.

(55) On or about October 11, 2004, Defendant **MICATIC** shipped the two low profile encoders from Dubai, UAE, to Defendant **NEDA** in Iran.

(56) On or about October 11, 2004, Defendant **NEDA** took possession of the two low profile encoders in Iran.

(57) On or about November 13, 2004, an individual working on behalf of Defendant **MICATIC** sent an email to a Largo, Florida, company, with a copy to an individual identified as "Majids" forwarding a purchase order issued by Defendant **YAGHMAEI** on behalf of Defendant **MICATIC** for the purchase of 3400 low pass filters.

(58) On or about December 16, 2004, a representative of Defendant **MICATIC** forwarded to Defendant **YAHYA** an email from the Largo, Florida, company requesting Defendant **YAHYA**'s credit card information to process the sale of the 3400 low pass filters.

(59) On or about December 17, 2004, Defendant **YAHYA** authorized Defendant **YAGHMAEI** to provide the Largo, Florida, company with his credit card details to consummate the sale of the 3400 low pass filters to Defendant **MICATIC**.

(60) On or about December 18, 2004, Defendants **MICATIC**, **YAGHMAEI**, and **YAHYA** caused the Largo, Florida, company to export the 3400 low pass filters to Dubai, UAE, and to complete a shipper's export declaration which falsely declared that the ultimate consignee of the items was Defendant **MICATIC** in Dubai, UAE.

(61) On or about December 20, 2004, Defendant **MICATIC** shipped, via Iran Air, the 3400 low pass filters from Dubai, UAE, to Defendant **NEDA** in Iran.

(62) On or about December 20, 2004, Defendant **NEDA** took possession of the 3400 low pass filters in Iran.

(63) On or about July 15, 2005, Defendants **MAYROW** and **MICATIC** purchased global positioning system ("GPS") units and other assorted items made in the United States that were in the possession of a freight forwarder located in Miami-Dade County, Florida.

(64) On or about August 30, 2005, Defendants **MAYROW** and **MICATIC** caused the Miami-Dade County freight forwarder to export the GPS units and other assorted items from Miami-Dade County, Florida, to Dubai, UAE, and to complete a shipper's export declaration which falsely declared that the ultimate consignee of the items was Defendant **MAYROW** in Dubai, UAE.

(65) In or about January 2006, Defendants **MAYROW** and **MICATIC** shipped the GPS units and other assorted items from Dubai, UAE, to a company in Iran.

(66) In or about November 2005, Defendant **MAYROW** purchased 36 "Dummy" GPS units in the possession of a freight forwarder located in Miami-Dade County, Florida.

(67) On or about November 21, 2005, Defendant **MAYROW** caused the Miami-Dade County freight forwarder to export the 36 "Dummy" GPS units to Dubai, UAE, and to complete a shipper's export declaration which falsely declared that the ultimate consignee of the items was Defendant **MAYROW** in Dubai, UAE.

(68) On or about December 6, 2005, Defendant **MAYROW** shipped, via Iran Air, the 36 "Dummy" GPS units from Dubai, UAE, to a company in Iran.

(69) In on or about November 2005, Defendant **MAYROW** purchased 40 GPS units in the possession of a freight forwarder located in Miami-Dade County, Florida.

(70) On or about November 23, 2005, Defendant **MAYROW** caused the Miami-Dade County freight forwarder to export the 40 GPS units to Dubai, UAE, and to complete a shipper's export declaration which falsely declared that the ultimate consignee of the items was Defendant **MAYROW** in Dubai, UAE.

(71) On or about December 6, 2005, Defendant **MAYROW** shipped, via Iran Air, the 40 GPS units from Dubai, UAE, to a company in Iran.

(72) On or about May 9, 2006, Defendant **YAHYA** sent an email to a representative of Defendant **MAYROW** directing the **MAYROW** representative to coordinate with an individual in Iran to arrange for the delivery to Defendant **MAYROW** of Invensys Model 375 Field Communicators which had been exported from a Foxboro, Massachusetts, company to the company Telectron, in Abu Dhabi, UAE.

(73) On or about May 10, 2006, a representative of Defendant **MAYROW** sent an email to the individual in Iran advising that Defendant **MAYROW** had transferred funds to Telectron for the Invensys Model 375 Field Communicators which had been exported from the Foxboro, Massachusetts, company to Telectron in Abu Dhabi, UAE.

(74) On or about May 23, 2006, a representative of Defendant **MAYROW** sent an email to the individual in Iran forwarding an invoice for the sale of the Invensys Model 375 Field Communicators from Defendant **MAYROW** to the entity in Iran and requesting final shipping details for the shipment to Iran.

(75) On or about May 27, 2006, a representative of Defendant **MAYROW** sent an email to the individual in Iran advising that the Invensys Model 375 Field Communicators had been shipped from Defendant **MAYROW** to the entity in Iran.

(76) On or about November 4, 2006, Defendant **YAHYA** sent an email to a representative of Defendant **MAYROW** directing the **MAYROW** representative to arrange for the delivery to Defendant **MAYROW** of five pneumatic indicating controllers which had been exported from the Foxboro, Massachusetts, company to Telectron in Abu Dhabi, UAE.

(77) On or about November 7, 2006, Defendant **YAHYA** sent an email to a representative of Defendant **MAYROW** directing the **MAYROW** representative to send a receipt to the individual in Iran regarding the transfer of funds to Telectron for the purchase of the five pneumatic indicating controllers.

(78) On or about November 15, 2006, the representative of Defendant **MAYROW** sent an email to an individual in Iran forwarding an invoice and packing slip for the sale and shipment of four of the pneumatic indicating controllers from Defendant **MAYROW** to an entity in Iran and requesting final shipping details for the shipment to Iran.

All in violation of Title 18, United States Code, Section 371.

COUNTS 2-5
(Violations of the Iran Embargo)

1. Paragraphs 1 through 37 of the General Allegations are restated and realleged as if fully set forth herein.

2. On or about the dates listed as to each count below, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants noted below did

knowingly and willfully violate the embargo against Iran by exporting and causing to be exported electronic components and other commodities, as described more fully below in Counts 2 through 5, from the United States to Iran, by way of Dubai, United Arab Emirates, without having first obtained the required authorizations from the United States Department of the Treasury's Office of Foreign Assets Control:

<u>COUNT</u>	<u>DEFENDANTS</u>	<u>DATE OF EXPORT</u>	<u>DESCRIPTION OF EXPORTED ITEMS</u>
2	ALI AKBAR YAHYA, F.N. YAGHMAEI, a/k/a "Farrokh Nia Yaghmaei," and MAJIDCO MICRO ELECTRONICS, a/k/a "MME"	04/06/2004	356 Vishay Brand Resistors
3	ALI AKBAR YAHYA, F.N. YAGHMAEI, a/k/a "Farrokh Nia Yaghmaei," and MICATIC GENERAL TRADING,	08/30/2005	GPS units and other assorted items in the possession of a freight forwarder located in Miami-Dade County
4	ALI AKBAR YAHYA and MAYROW GENERAL TRADING,	11/21/2005	36 "Dummy" GPS units
5	ALI AKBAR YAHYA and MAYROW GENERAL TRADING,	11/23/2005	40 GPS units

All in violation of Title 50, United States Code, Sections 1702 and 1705, Executive Orders 12957, 12959, and 13059, Title 31, Code of Federal Regulations, Parts 560.203 and 560.204, and Title 18, United States Code, Section 2.

COUNTS 6-8
(False Statements to a Federal Agency)

1. Paragraphs 1 through 37 of the General Allegations are restated and realleged as if fully set forth herein.

2. On or about the dates listed as to each count below, in Miami-Dade County, in the Southern District of Florida and elsewhere, the defendants noted below, in a matter within the jurisdiction of the executive branch of the Government of the United States, that is, the Department of Homeland Security, Bureau of Immigration and Customs Enforcement, and the United States Department of Commerce, did knowingly and willfully make and cause to be made, materially false, fictitious, and fraudulent statements and representations, in that the defendants stated and represented, and caused to be stated and represented in Shipper's Export Declarations ("SED"s), as described more fully below in Counts 6 through 8, that the ultimate consignee of the electronic components and other commodities being exported was **MAYROW GENERAL TRADING** in Dubai, UAE, when, in truth and in fact, and, as the defendants then and there well knew, the ultimate consignee of the items was not **MAYROW GENERAL TRADING**:

<u>COUNT</u>	<u>DEFENDANTS</u>	<u>DATE</u>	<u>SHIPPER'S EXPORT DECLARATION ITN NUMBER</u>
6	ALI AKBAR YAHYA, F.N. YAGHMAEI, a/k/a "Farrokh Nia Yaghmaei," and MICATIC GENERAL TRADING,	08/30/2005	20050825011150
7	ALI AKBAR YAHYA and MAYROW GENERAL TRADING,	11/21/2005	20051122006705
8	ALI AKBAR YAHYA and MAYROW GENERAL TRADING,	11/23/2005	20051123010894

All in violation of Title 18, United States Code, Sections 1001(a)(2) and 2.

COUNT 9
(The Malaysia Conspiracy)

1. Paragraphs 1 through 37 of the General Allegations are restated and realleged as if fully set forth herein.

2. Beginning as early as in or about October 2006, the exact date being unknown to the Grand Jury, and continuing through on or about the date of the return of this Superseding Indictment, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**ALI AKBAR YAHYA,
MAYROW GENERAL TRADING,
AL-FARIS,
BAHMAN GHANDI,
a/k/a "Brian Ghandi,"**

**FARSHID GILLARDIAN,
a/k/a "Isaac Gill,"
a/k/a "Isaac Gillardian,"
KAAM CHEE MUN,
a/k/a "Brian Kaam,"
DJAMSHID NEZHAD,
a/k/a "Reza",
AHMAD RAHZAD,
a/k/a "Saeb Karim,"
MAJID SEIF,
a/k/a "Mark Ong,"
a/k/a "Matti Chong,"
ECO BIOCHEM SDN BHD,
and
VAST SOLUTION SDN BHD,**

did knowingly combine, conspire, confederate, and agree with each other, and with others known and unknown to the Grand Jury, to commit offenses against the United States, that is,

(a) to export and cause the exportation of goods from the United States to Iran in violation of the embargo imposed upon that country by the United States and in violation of the EAR without having first obtained the required licenses or authorizations from OFAC and/or the Department of Commerce, in violation of Title 50, United States Code, Sections 1702 and 1705; Title 31, Code of Federal Regulations, Parts 560.203 and 560.204; and Title 15, Code of Federal Regulations, Parts 736.2(b)(6); and

(b) to defraud the United States government by impairing, impeding, obstructing, and defeating the lawful government functions of the Department of the Treasury, the Department of Commerce, and the United States Customs Service, that is, the enforcement of laws and regulations prohibiting the export or supply of goods from the United States to Iran without authorization or a license, by deceit, craft, trickery, and dishonest means, in violation of Title 18, United States Code, Section 371.

PURPOSE AND OBJECTS OF THE CONSPIRACY

3. The purpose and objects of the conspiracy were:

A. to illegally enrich the co-conspirators by unlawfully exporting electronic components and other commodities from the United States to the country of Iran;

B. to supply entities in Iran with commodities from the United States;

C. to evade the prohibitions and licensing requirements of the IEEPA, the ITR, and the EAR; and,

D. to conceal the prohibited activities and transactions from detection by the United States government so as to avoid penalties and disruption of the illegal activity.

MANNER AND MEANS OF THE CONSPIRACY

4. The manner and means by which the defendants and their co-conspirators sought to accomplish the objects of the conspiracy included, among others, the following:

A. Defendants **GHANDI, GILLARDIAN, KAAM, NEZHAD, RAHZAD, SEIF, YAHYA, VAST SOLUTION**, and others would use email accounts and other forms of communication to communicate with coconspirators and others located in the United States, the UAE, and Iran.

B. Defendants **GILLARDIAN, KAAM, NEZHAD, RAHZAD, SEIF**, and others would send Requests for Quotes (“RFQ”s) and purchase orders on behalf of Defendants **AL-FARIS, ECO BIOCHEM**, and **VAST SOLUTION** for purchases of electronic components and other commodities from companies based in the United States.

D. Defendants **NEZHAD, AL-FARIS, ECO BIOCHEM, VAST SOLUTION**, and others would purchase electronic components from companies based in the United States.

E. Defendants **AL-FARIS, ECO BIOCHEM, VAST SOLUTION**, and others would cause funds to be used in purchasing electronic components from companies based in the United States.

F. Defendants **GHANDI, GILLARDIAN, RAHZAD, SEIF, MAYROW, VAST SOLUTION**, and others would sell the electronic components purchased from companies based in the United States to purchasers in Iran.

G. Defendants **GILLARDIAN, KAAM, NEZHAD, RAHZAD, SEIF**, and others would intentionally conceal from electronics suppliers, shippers, and freight forwarders located in the United States the ultimate end-use and end-users of the purchased commodities.

H. Defendants **GILLARDIAN, KAAM, NEZHAD, RAHZAD, SEIF, AL-FARIS, VAST SOLUTION** and others would cause electronic components to be exported from United States companies to Malaysia, England, and Germany before causing the items to be shipped to Iran.

I. Defendants **GILLARDIAN, KAAM, NEZHAD, RAHZAD, SEIF**, and others employed by Defendants **AL-FARIS, VAST SOLUTION**, and others would cause materially false, misleading, and incomplete information to be placed in documents such as purchase orders, air waybills, End-User Statements, and Shipper's Export Declarations.

Overt Acts

5. In furtherance of this conspiracy, and to accomplish its purpose and object, at least one of the conspirators committed or caused to be committed, in the Southern District of Florida, and elsewhere, at least one of the following overt acts, among others:

(1) On or about November 24, 2006, Defendant **SEIF** signed and forwarded a purchase order on behalf of Defendant **VAST SOLUTION** to a San Jose, California, company for the purchase of ten microwave isolators.

(2) On or about November 27, 2006, Defendant **SEIF** placed an order on behalf of Defendant **VAST SOLUTION** with a company located in Manteca, California, for the purchase of sixty microwave isolators.

(3) On or about February 1, 2007, Defendant **GHANDI** sent an invoice on behalf of Defendant **VAST SOLUTION** to an entity in Iran for the sale of seventy microwave isolators, including sixty microwave isolators manufactured by the Manteca, California, company and ten microwave isolators manufactured by the San Jose, California, company.

(4) On or about February 7, 2007, Defendant **MAYROW** sent a Purchase Order to Defendant **SEIF** for the purchase of the seventy microwave isolators by Defendant **MAYROW** from Defendant **VAST SOLUTION**.

(5) On or about February 12, 2007, Defendant **SEIF** sent an email to an individual in Iran and individuals working on behalf of Defendant **MAYROW** Defendant **NEDA** forwarding an invoice for the sale of the seventy microwave isolators from Defendant **VAST SOLUTION** to Defendant **NEDA**.

(6) On or about February 26, 2007, Defendant **GHANDI** sent an email on behalf of Defendant **VAST SOLUTION** to an entity in Iran asking the company in Iran to send future email correspondence to an alternative email address using the name *elecomponents[]*.

(7) On or about February 27, 2007, Defendant **ATLINX** made a wire transfer of funds to Defendant **VAST SOLUTION** for the purchase of the microwave isolators.

(8) On or about February 27, 2007, Defendant **SEIF** sent an email to an individual in Iran and two individuals working on behalf of Defendant **MAYROW** confirming that Defendant **SEIF** had received a payment from Defendant **ATLINX** for the purchase of the microwave isolators.

(9) On or about February 27, 2007, Defendant **VAST SOLUTION** made wire transfers of funds to the Manteca, California, company and the San Jose, California, company for the purchases of the microwave isolators.

(10) On or about February 27, 2007, Defendant **SEIF** attempted to cause the Manteca, California, company to export the sixty microwave isolators to Malaysia and caused the Manteca, California, company to prepare a Shipper's Export Declaration and an air waybill which falsely declared the ultimate destination of the shipment to be Defendant **VAST SOLUTION** in Malaysia.

(11) On or about March 2, 2007, Defendant **SEIF** sent an email to Defendant **GHANDI** requesting Defendant **GHANDI** to send shipping instructions for the sixty microwave isolators.

(12) On or about March 3, 2007, Defendant **GHANDI** sent an email to Defendant **SEIF** asking **SEIF** about the status of the order of the ten microwave isolators from the San Jose, California, company.

(13) On or about March 5, 2007, Defendant **GHANDI** sent an email to an individual in Iran instructing the individual in Iran that the sixty microwave isolators from the Manteca, California, company should be shipped directly to a company in Iran.

(14) On or about March 10, 2007, Defendant **SEIF** sent an email to individuals working on behalf of Defendant **MAYROW** advising that the shipment of the sixty microwave isolators had been delayed.

(15) On or about March 15, 2007, Defendant **SEIF** signed and forwarded to a United States Department of Commerce Agent in Ft. Lauderdale, Florida, a United States Department of Commerce Form BIS-711, Statement By Ultimate Consignee and Purchaser, which falsely declared that the ultimate consignee of the microwave isolators was the company Antcorp System Sdn Bhd, in Malaysia.

(16) On or about May 14, 2007, Defendant **SEIF** made a wire transfer of funds to the San Jose, California, company for the purchase of ten microwave isolators.

(17) On or about May 21, 2007, Defendant **SEIF** signed and forwarded to the San Jose, California, company an end use statement on behalf of Defendant **VAST SOLUTION** and falsely represented that the ultimate consignee of the ten microwave isolators was the company Antcorp System Sdn Bhd, in Malaysia.

(18) On or about May 23, 2007, Defendant **SEIF** attempted to cause the San Jose, California, company to export ten microwave isolators to Defendant **VAST SOLUTION** in Malaysia.

(19) On or about June 12, 2007, Defendant **SEIF** signed and forwarded to a United States Department of Commerce Agent in Ft. Lauderdale, Florida, a United States Department of Commerce Form BIS-711, Statement By Ultimate Consignee and Purchaser, which falsely declared that the ultimate consignee of the ten microwave isolators was the company Antcorp System Sdn Bhd, in Malaysia.

(20) On or about December 18, 2006, Defendant **AL-FARIS** placed an order with an electronic components company based in Deerfield Beach, Florida, for 1000 Harris brand integrated circuits.

(21) On or about January 11, 2007, Defendant **AL-FARIS** caused the Deerfield Beach, Florida, electronic components company to export the 1000 Harris Brand Integrated Circuits to Defendant **VAST SOLUTION** in Malaysia.

(22) On or about January 15, 2007, Defendant **SEIF** sent an email to an individual working on behalf of an entity in Iran advising that the 1000 Harris Brand Integrated Circuits purchased by Defendant **AL-FARIS** had arrived in Malaysia and requesting shipping instructions.

(23) On or about January 17, 2007, Defendant **VAST SOLUTION** shipped, via Iran Air, the 1000 Harris Brand Integrated Circuits to the entity in Iran.

(24) On or about January 17, 2007, Defendant **SEIF** sent an email to an individual working on behalf of the entity in Iran forwarding a commercial invoice, a packing list, and air waybill regarding the sale and shipment of the 1000 Harris Brand Integrated Circuits from Defendant **VAST SOLUTION** to the entity in Iran.

(25) On or about January 24, 2007, and February 6, 2007, a purchaser acting on behalf of the Iranian entity which received the 1000 Harris Brand Integrated Circuits from **AL FARIS** sent e-mails to Defendant **MAYROW** requesting 2000 additional integrated circuits.

(26) On or about February 7, 2007, Defendant **AL-FARIS** sent a purchase order to the Deerfield Beach, Florida, electronic components company for 2000 Harris brand integrated circuits.

(27) On or about February 20, 2007, Defendant **AL-FARIS** made a wire transfer of funds to the Deerfield Beach, Florida, electronic components company for the purchase of 2000 Harris brand integrated circuits.

(28) On or about March 1, 2007, Defendant **AL-FARIS** caused the Deerfield Beach, Florida, electronic components company to export the 2000 Harris Brand Integrated Circuits to Defendant **VAST SOLUTION** in Malaysia.

(29) On or about January 10, 2007, Defendant **SEIF** sent an email to an individual in Iran forwarding a statement from Defendant **VAST SOLUTION** to Defendant **NEDA** regarding accounts and receivables from Defendant **MAYROW** and others for the year 2006.

(30) On or about January 19, 2007, Defendant **SEIF** sent an email to a **MAYROW** employee providing instructions regarding exports from Malaysia to Iran.

(31) On or about February 1, 2007, Defendant **SEIF** sent an email to Defendant **RAHZAD** stating that Defendant **YAHYA** had informed him (**SEIF**) that Defendant **RAHZAD** was interested in using Defendant **VAST SOLUTION**'s services.

(32) On or about February 14, 2007, Defendant **SEIF** and Defendant **RAHZAD** entered into a contract pursuant to which Defendant **SEIF** would use Defendant **VAST SOLUTION**'s services for purchases and shipments of products.

(33) In February 2007, Defendant **RAHZAD**, using the alias "Saeb Karim", sent an RFQ on behalf of Defendant **VAST SOLUTION** to a Linden, New Jersey, company requesting a price for 18 EZ-Tilt 5000 inclinometers.

(34) On or about March 8, 2007, Defendant **RAHZAD** sent an email to Defendant **SEIF** and stated: "A suitable end-user for this part [the EZ-Tilt 5000 inclinometers] can be the 'Department of Electrical Engineering' of 'Faculty of Engineering' of 'University of Malaya' [*sic*], but of course you can use any other company as end-user that you think is better than this."

(35) On or about March 16, 2007, Defendant **RAHZAD**, using the alias "Saeb Karim", signed and forwarded a purchase order on behalf of Defendant **VAST SOLUTION** to the Linden, New Jersey, company for the purchase of 9 EZ-Tilt 5000 inclinometers.

(36) On or about March 16, 2007, Defendant **RAHZAD**, using the alias "Saeb Karim", signed and forwarded an End User Statement on behalf of Defendant **VAST SOLUTION** and falsely represented that the ultimate consignee of the EZ-Tilt 5000 Inclinometers was the University of Malaysia in Malaysia.

(37) On or about April 2, 2007, Defendant **VAST SOLUTION** made a wire transfer of funds to the Linden, New Jersey, company, for the purchase of 9 EZ-Tilt 5000 inclinometers.

(38) On or about April 7, 2007, Defendant **RAHZAD** caused the Linden, New Jersey, company to prepare a Shipper's Export Declaration and an air waybill relating to the shipment of the 9 EZ-Tilt 5000 inclinometers which falsely declared the ultimate destination of the shipment to be Malaysia.

(39) On or about April 7, 2007, Defendant **RAHZAD** caused the Linden, New Jersey, company to export the 9 EZ-Tilt 5000 inclinometers to Defendant **VAST SOLUTION** in Malaysia.

(40) On or about April 9, 2007, Defendant **RAHZAD** forwarded shipping instructions to Defendant **SEIF** for the shipment of the 9 EZ-Tilt 5000 inclinometers from Malaysia to Iran.

(41) On or about April 10, 2007, Defendants **SEIF** and **VAST SOLUTION** shipped the 9 EZ-Tilt 5000 inclinometers from Malaysia to Iran.

(42) On or about May 12, 2007, Defendant **SEIF** forwarded a Balance Statement on behalf of Defendant **VAST SOLUTION** to Defendant **RAHZAD** for the sale and shipment of the 9 EZ-Tilt 5000s.

(43) On or about May 14, 2007, Defendant **RAHZAD**, using the alias "Saeb Karim", signed and forwarded a purchase order on behalf of Defendant **VAST SOLUTION** to the Linden, New Jersey, company for the purchase of 12 additional EZ-Tilt 5000 inclinometers.

(44) On or about May 14, 2007, Defendant **RAHZAD**, using the alias "Saeb Karim", signed and forwarded an End User Statement on behalf of Defendant **VAST SOLUTION** and falsely represented that the ultimate consignee of the 12 EZ-Tilt 5000 inclinometers was the University of Malaysia in Malaysia.

(45) On or about May 16, 2007, Defendant **VAST SOLUTION** made a wire transfer of funds to the Linden, New Jersey, company, for the purchase of the 12 EZ-Tilt 5000 inclinometers.

(46) On or about May 18, 2007, Defendant **SEIF** sent an email to Defendant **RAHZAD** forwarding a copy of the wire transfer from Defendant **VAST SOLUTION** to the Linden, New Jersey, company and advising that Defendant **SEIF** had not yet received payment from Defendant **RAHZAD**.

(47) On or about May 22, 2007, Defendant **RAHZAD** caused the Linden, New Jersey, company to prepare a Shipper's Export Declaration and an air waybill relating to the shipment of the 12 EZ-Tilt 5000 inclinometers which falsely declared the ultimate consignee of the shipment to be the University of Malaysia, in Malaysia.

(48) On or about May 22, 2007, Defendant **RAHZAD** attempted to cause the Linden, New Jersey, company to export the 12 EZ-Tilt 5000 inclinometers to Malaysia.

(49) On or about May 24, 2007, Defendant **SEIF** sent an email to Defendant **RAHZAD** advising Defendant **RAHZAD** that the shipment of the 12 EZ-Tilt 5000 inclinometers was recalled

from the international shipping company and asking Defendant **RAHZAD** to inquire with the Linden, New Jersey, company about the recall.

(50) On or about May 15, 2007, Defendant **SEIF**, using the alias "Mark Ong", sent an RFQ to a Chicago, Illinois, company requesting information about the purchase of a radio control device and accessories.

(51) On or about May 21, 2007, Defendant **VAST SOLUTION** sent a wire transfer of funds to the Chicago, Illinois, company for the purchase of the radio control device and accessories.

(52) On or about May 23, 2007, Defendant **SEIF**, using the alias "Mark Ong", caused the Chicago, Illinois, company to prepare a Shipper's Export Declaration and an air waybill relating to the shipment of 211 radio control accessories which falsely declared the ultimate destination of the shipment to be Singapore.

(53) On or about May 23, 2007, Defendant **SEIF**, using the alias "Mark Ong", caused the Chicago, Illinois, company to export the 211 radio control accessories to Singapore.

(54) On or about May 29, 2007, the company Cyberinn (S) PTE Ltd, in Singapore, sent an invoice to Defendant **VAST SOLUTION** for the sale of the radio control devices and accessories.

(55) On or about May 29, 2007, Defendant **VAST SOLUTION** caused the 211 radio control accessories to be shipped from Cyberinn (S) PTE Ltd, in Singapore, to Defendant **VAST SOLUTION** in Malaysia.

(56) On or about June 4, 2007, Defendant **VAST SOLUTION** shipped the 211 radio control accessories from Malaysia to Iran via Iran Air.

(57) On or about June 10, 2007, Defendant **SEIF** sent emails to Defendant **RAHZAD** forwarding copies of the shipping documents regarding the shipment of the 211 radio control accessories from Chicago, Illinois, to Iran by way of Singapore and Malaysia.

(58) On or about June 13, 2007, Defendant **SEIF**, using the alias "Mark Ong", caused the Chicago, Illinois, company to ship one radio control device to Singapore.

(59) On or about June 18, 2007, Defendant **VAST SOLUTION** caused Cyberinn (S) PTE Ltd, in Singapore, to ship one radio control device to Defendant **VAST SOLUTION** in Malaysia.

(60) On or about September 20, 2007, Defendant **RAHZAD** sent an email to Defendant **GIL** instructing Defendant **GIL** to send an RFQ to the Linden, New Jersey, company for EZ-Tilt 5000 inclinometers and to ship the inclinometers to an individual in Iran.

(61) On or about September 21, 2007, Defendant **GILLARDIAN** sent the RFQ on behalf of Defendant **RAHZAD** to the Linden, New Jersey, company for the EZ-Tilt 5000 inclinometers.

(62) On or about September 26, 2007, Defendant **RAHZAD** sent an email to Defendant **GILLARDIAN** directing Defendant **GILLARDIAN** to order four EZ-Tilt 5000 inclinometers from the Linden, New Jersey, company.

(63) On or about October 3, 2007, Defendant **RAHZAD** sent an email to Defendant **GILLARDIAN** instructing Defendant **GIL** to represent to the Linden, New Jersey, company that the end user of the four EZ-Tilt 5000 inclinometers was the University of Manchester in Manchester, England.

(64) On or about October 3, 2007, Defendant **GILLARDIAN** sent an email to the Linden, New Jersey, company falsely representing that the final end user of the four EZ-Tilt 5000 inclinometers was the University of Manchester in Manchester, England.

(65) On or about October 4, 2007, Defendant **GILLARDIAN** caused his company, MCES, to make a wire transfer of funds to the Linden, New Jersey, company, for the purchase of the four EZ-Tilt 5000 inclinometers.

(66) On or about October 5, 2007, Defendant **GILLARDIAN** caused the Linden, New Jersey, company to ship the four EZ-Tilt 5000 inclinometers to MCES in London, England.

(67) On or about October 8, 2007, Defendant **RAHZAD** sent an email to Defendant **GILLARDIAN** forwarding **GILLARDIAN** instructions to ship the four EZ-Tilt 5000 inclinometers to Iran.

(68) On or about November 30, 2007, Defendant **SEIF** sent an email to Defendant **KAAM** directing Defendant **KAAM** to send an RFQ to a Sweetwater, Texas, company for scintillation paint.

(69) On or about December 3, 2007, Defendant **KAAM** sent an RFQ to the Sweetwater, Texas, company for the scintillation paint.

(70) On or about December 21, 2007, Defendant **KAAM** sent a purchase order on behalf of the Malaysian company Ace Hub System SDN Bhd ("Ace Hub") for the purchase of the scintillation paint from the Sweetwater, Texas, company.

(71) In late January 2008, Defendant **SEIF**, using the alias "Mark Ong", signed and forwarded to the Sweetwater, Texas, company an End User Statement on behalf of the company Ace Hub and falsely represented that the ultimate consignee of the scintillation paint was the University of Malaysia in Malaysia.

(72) On or about February 28, 2008, Defendant **SEIF**, through Ace Hub, made a wire transfer of funds to the Sweetwater, Texas, company for the purchase of the scintillation paint.

(73) On or about March 6, 2008, Defendant **SEIF** attempted to cause the Sweetwater, Texas, company to ship the scintillation paint to Defendant **KAAM** in Malaysia.

(74) On or about December 26, 2007, Defendant **NEZHAD** purchased temperature and humidity control devices from a Chicago, Illinois, company.

(75) On or about December 27, 2007, Defendant **NEZHAD** caused the Chicago, Illinois, company to ship the temperature and humidity control devices to Germany.

(76) On or about January 6, 2008, Defendant **NEZHAD** sent an email to Defendant **SEIF** providing the international shipping company tracking information for the shipment of the temperature and humidity control devices from Germany to Ace Hub in Malaysia.

(77) On or about January 8, 2008, Defendant **NEZHAD** sent an email to Defendant **SEIF** providing shipping instruction for the shipment of the temperature and humidity control devices to Iran.

(78) On or about January 9, 2008, Defendant **SEIF** sent an email to Defendant **NEZHAD** forwarding an invoice on behalf of Defendant **VAST SOLUTION** for the costs of shipment of the temperature and humidity control devices from Defendant **VAST SOLUTION** to a company in Iran.

(79) On or about January 11, 2008, Defendant **SEIF** shipped the temperature and humidity control devices from Malaysia to Iran via Iran Air.

(80) On or about December 28, 2007, Defendant **NEZHAD** purchased four water valve devices from the Chicago, Illinois, company.

(81) On or about January 3, 2008, Defendant **NEZHAD** caused the Chicago, Illinois, company to ship the water valve devices to Ace Hub in Malaysia.

(82) On or about January 21, 2008, Defendant **NEZHAD** sent an email to Defendant **SEIF** providing information about the shipment of the water valve devices to Ace Hub.

(83) On or about January 23, 2008, Defendant **NEZHAD** sent an email to Defendant **SEIF** instructing Defendant **SEIF** to ship the water valve devices to the same address in Iran to which the temperature and humidity control devices had shipped.

(84) On or about January 26, 2008, Defendant **SEIF** sent an email to Defendant **NEZHAD** forwarding an invoice on behalf of Defendant **VAST SOLUTION** for the costs of shipment of the water valve devices from Defendant **VAST SOLUTION** to a company in Iran.

(85) On or about January 26 2008, Defendant **SEIF** shipped the water valve devices from Malaysia to Iran.

(86) On or about January 30, 2008, Defendant **NEZHAD** purchased two pressure regulator devices from the Chicago, Illinois, company.

(87) On or about February 3, 2008, Defendant **NEZHAD** caused the Chicago, Illinois, company to ship the pressure regulator devices to Ace Hub in Malaysia.

(88) On or about February 13, 2008, Defendant **NEZHAD** sent an email to Defendant **SEIF** providing information about the shipment of the pressure regulator devices to Malaysia and inquiring whether Defendant **SEIF** had shipped the pressure regulator devices to the company in Iran.

(89) On or about February 13, 2008, Defendant **SEIF** sent an email to Defendant **NEZHAD** forwarding an invoice on behalf of Defendant **VAST SOLUTION** for the costs of shipment of the pressure regulator devices from Defendant **VAST SOLUTION** to a company in Iran.

(90) On or about February 13, 2008, Defendant **SEIF** shipped the pressure regulator devices from Malaysia to Iran.

All in violation of Title 18, United States Code, Section 371, and Title 50, United States Code, Section 1705(a).

COUNTS 10 and 11
(Violations of the Iran Embargo)

1. Paragraphs 1 through 37 of the General Allegations are restated and realleged as if fully set forth herein.

2. On or about the dates listed as to each count below, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants noted below did knowingly and willfully violate the embargo against Iran by exporting and causing to be exported electronic components and other commodities, as described more fully below in Counts 10 and 11, from the United States to Iran, by way of Malaysia, without having first obtained the required authorizations from the United States Department of the Treasury's Office of Foreign Assets Control:

<u>COUNT</u>	<u>DEFENDANTS</u>	<u>DATE OF EXPORT</u>	<u>DESCRIPTION OF EXPORTED ITEMS</u>
10	AL-FARIS, MAJID SEIF, a/k/a "Mark Ong," a/k/a "Matti Chong," and VAST SOLUTION SDN BHD,	01/11/2007	1000 Harris Brand Integrated Circuits
11	AL-FARIS, MAJID SEIF, a/k/a "Mark Ong," a/k/a "Matti Chong," and VAST SOLUTION SDN BHD,	03/1/2007	2000 Harris Brand Integrated Circuits

All in violation of Title 50, United States Code, Sections 1702 and 1705, Executive Orders 12957, 12959, and 13059, Title 31, Code of Federal Regulations, Parts 560.203 and 560.204, and Title 18, United States Code, Section 2.

COUNTS 12 and 13
(False Statements to a Federal Agency)

1. Paragraphs 1 through 37 of the General Allegations are restated and realleged as if fully set forth herein.

2. On or about the dates listed as to each count below, in Broward County, in the Southern District of Florida and elsewhere, Defendant **MAJID SEIF, a/k/a “Mark Ong,” a/k/a “Matti Chong,”** in a matter within the jurisdiction of the executive branch of the Government of the United States, that is, the United States Department of Commerce, Bureau of Industry and Security did knowingly and willfully make and cause to be made, materially false, fictitious, and fraudulent statements and representations, in that the defendant stated and represented, and caused to be stated and represented in a United States Department of Commerce Form BIS-711, Statement By Ultimate Consignee and Purchaser, as described more fully below in Counts 12 and 13, signed by the said defendant and sent, via email, to a Department of Commerce agent in Ft. Lauderdale, Florida, that the ultimate consignee of the electronic components being exported was Antcorp System Sdn Bhd, in Malaysia, when, in truth and in fact, and, as the said defendant then and there well knew, the ultimate consignee of the items was not Antcorp System Sdn Bhd, in Malaysia:

<u>COUNT</u>	<u>DEFENDANT</u>	<u>DATE SIGNED</u>	<u>SHIPMENT AT ISSUE</u>
12	MAJID SEIF, a/k/a "Mark Ong," a/k/a "Matti Chong,"	03/15/2007	60 Microwave Isolators from a Manteca, California, company
13	MAJID SEIF, a/k/a "Mark Ong," a/k/a "Matti Chong,"	6/12/2007	10 Microwave Isolators from a San Jose, California, company

All in violation of Title 18, United States Code, Sections 1001(a)(2) and 2.

FORFEITURE ALLEGATIONS

1. The allegations of Counts 1 through 5 and 9 through 11 of this Superseding Indictment are realleged and by this reference fully incorporated herein for the purpose of alleging forfeitures to the United States of America of property in which one or more of the defendants has an interest, pursuant to the provisions of Title 28, United States Code, Section 2461(c), Title 18, United States Code, Section 981(a)(1)(C) and Title 19, United States Code, Section 1595a(d).

2. Upon conviction of any of the offenses alleged in Counts 1 through 5 and 9 through 11 of this Superseding Indictment, the defendants shall forfeit to the United States all property, real and personal, constituting proceeds obtained from the aforestated offenses and all property traceable to such property.

3. Upon conviction of any of the offenses alleged in Counts 1 through 5 and 9 through 11 of this Superseding Indictment, the defendants shall forfeit to the United States all merchandise exported or sent from the United States or attempted to be exported or sent from the United States contrary to law, or the proceeds or value thereof, and property used to facilitate the exporting or sending of such merchandise, the attempted exporting or sending of such merchandise, or the receipt, purchase, transportation, concealment, or sale of such merchandise.

4. If any of the above described property, as a result of any act or omission of the defendants:
- (A) cannot be located upon the exercise of due diligence;
 - (B) has been transferred or sold to, or deposited with, a third party;
 - (C) has been placed beyond the jurisdiction of the Court;
 - (D) has been substantially diminished in value; or
 - (E) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 19, United States Code, Section 1595a(d), made applicable through Title 28, United States Code, Section 2461(c).

A TRUE BILL

1. E. S. + 1.00
FOREPERSON

[Handwritten Signature]
R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

[Handwritten Signature]
MELISSA DAMIAN
ASSISTANT UNITED STATES ATTORNEY

Certified to be a true and correct copy of the document on file
Steven M. Larimore, Clerk,
U.S. District Court
Southern District of Florida
By *[Signature]*
Date *09/15/08*