

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

In the Matter of:

United Medical Instruments, Inc.  
832 Jury Court, Suite 10  
San Jose, CA 95112

Respondent

ORDER RELATING TO  
UNITED MEDICAL INSTRUMENTS, INC.

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified United Medical Instruments, of San Jose, California (“UMI”), of its intention to initiate an administrative proceeding against UMI pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),<sup>1</sup> and Section 13(c) of the Export Administration Act of 1979, as amended (the “Act”),<sup>2</sup> through the issuance of a Proposed Charging Letter to UMI that alleges that UMI committed twenty-two (22) violations of the Regulations. Specifically, the charges are:

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

<sup>2</sup> 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 8, 2013 (78 Fed. Reg. 49107 (Aug. 12, 2013)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.*) (2006 & Supp. IV 2010).

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

Beginning at least in November 2008 and continuing through in or about April 2010, UMI conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to bring about the export of ultrasound equipment and related accessories, items designated as EAR99<sup>3</sup> and valued at \$1,468,950, by UMI, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations (“ITR”)<sup>4</sup> maintained by the Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transactions described herein.

Specifically, UMI exported without a license from the United States to Iran, through Belgium, ultrasound equipment and related accessories. Throughout the conspiracy, the objective of exporting medical equipment to Iran without a license remained the same, even though the conspirators changed their method of accomplishing this objective during the related U.S. Government investigation. In furtherance of the conspiracy, U.S. exporter UMI and Iranian company Taban Saar asked Bart Coppers (“Coppers”), who is the owner and President of Belgian company BVBA Coppers (“BVBA”) and administrator and part owner of Belgian company Raytec SA (“Raytec”), to ship ultrasound units for UMI to Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

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

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

<sup>4</sup> 31 C.F.R. Part 560 (2008-2010).

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

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

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

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

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

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

**Charges 2-17 15 C.F.R. § 764.2(e) – Acting with Knowledge of a Violation of the Regulations by Selling Medical Equipment to Iran without a License**

As set forth in Charge 1, on or about November 28, 2008, through in or about April 3, 2010, UMI sold medical equipment to Iran without obtaining a license. Specifically, UMI exported without a license from the United States to Iran, through Belgium, ultrasound equipment and related accessories, items designated as EAR99 and valued at \$1,468,950, by UMI, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations ("ITR") maintained by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transaction described herein.

Specifically, U.S. exporter UMI and Iranian company Taban Saar asked Bart Coppers of Belgian companies BVBA and Raytec to ship ultrasound units for UMI to Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

Between November 2008 and February 2009, UMI sold medical equipment directly to Asghar Naderpour a/k/a Nader Naderpour (“Naderpour”), an Iranian affiliated with Taban Saar, who used a personal email account and sent purchase orders directly to UMI for medical equipment. To assist UMI in filling these orders, UMI transshipped the exports through BVBA in Belgium to Taban Saar in Iran. At times, UMI included in its order forms the note “BVBA c/o Taban,” which indicated that the shipment was going through BVBA to Iranian co-conspirator Taban Saar. UMI also attempted to conceal that it sold to Iran by only identifying the company’s street address and not the country on shipping and invoice documents. The street address, however, was the same in Iran as was listed on Taban Saar’s website. On the same invoices and shipping documents, UMI listed Taban Saar’s Iranian phone number.

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

From August 2009 to April 2010, UMI continued to sell to Iran but changed the structure of the transaction to conceal the fact that UMI knew that the ultimate destination of the items. UMI no longer sold directly to Taban Saar from orders received from Naderpour’s personal email account. Instead, UMI took steps to conceal the business relationship between Taban Saar and UMI by having Taban Saar use Coppers of BVBA and Raytec,

both Belgian companies, to place orders with and make payments to UMI. Specifically, UMI received order requests from Raytec and sold ultrasound equipment and accessories to Coppers in his capacity with BVBA or Raytec, which acted on behalf of Iranian purchaser Taban Saar. At times, Taban Saar used the same arrangement to pay UMI, and would send payment to BVBA or Raytec, which then transferred the funds provided by Taban Saar to UMI. To further conceal the fact that it knew the items were intended for Iran, UMI also had both BVBA and Raytec sign a “Customer Assurance Letter” that stated that the Belgian companies understood that: 1) “[a]ll products delivered...by United Medical Instruments (UMI) are for distribution exclusively in Belgium;” 2) prior to any reexport, the customer will notify UMI and assure that the company “will abide by the Export Administration Regulations as issued by the United States Government, Bureau of Industry and Security;” and 3) “[s]pecific countries to which no shipment will be made are Cuba, Iran, North Korea, Sudan and Syria.”

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

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

In so doing, UMI committed sixteen violations of Section 764.2(e) of the Regulations.

**Charges 18-21            15 C.F.R. § 764.2(a) – Engaged in Prohibited Conduct by Failing to File Shipper’s Export Declaration or Automated Export System Record**

On four occasions between on or about July 9, 2008, through on or about February 5, 2009, UMI engaged in conduct contrary to the Regulations when it failed to file the required Shipper’s Export Declaration (“SED”) or Automated Export System (“AES”) records with the U.S. Government. Section 758.1(b)(1) of the Regulations requires the filing of an SED or AES record “[f]or all exports of items subject to the EAR” that are destined for Iran, regardless of value. In so doing, UMI committed five violations of Section 764.2(a).

**Charge 22            15 C.F.R. § 764.2(g) – Misrepresentation on a Shipper’s Export Declaration Concerning Value of Items Exported**

On one occasion on or about November 7, 2008, UMI engaged in conduct contrary to the Regulations when it made misrepresentations on the required Shipper’s Export Declaration (“SED”) or Automated Export System (“AES”) records, export control documents as defined in Section 772.1 of the Regulations, with the U.S. Government via the Automated Export System (“AES”). The filed record included the declared value as set forth in the schedule of violations. This representation was false as the items were valued at the invoice price listed on UMI’s invoices and identified in the schedule of violations. This representation was also false because the ultimate destination of the items was Iran. In so doing, UMI committed one violation of Section 764.2(g).

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

WHEREAS, I have approved of the terms of such Settlement Agreement;  
IT IS THEREFORE ORDERED:

FIRST, UMI shall be assessed a civil penalty in the amount of \$500,000, all of which shall be suspended for a period of two years from the date of the Order, and thereafter shall be waived, provided that during this two-year probationary period under the Order, UMI has committed no violation of the Act, or any regulation, order, license, or authorization issued thereunder. If UMI commits a violation of the Act or any

regulation, order, license, or authorization issued thereunder, during the probationary period under the Order, the suspension of the civil penalty may be modified or revoked by BIS and the \$500,000 made due and owing immediately.

SECOND, UMI shall fully implement an internal export controls compliance program within 30 days of the date of this Order. Said program shall be in substantial compliance with the Export Management System (EMS) Guidelines, as applicable, which are available on the BIS website at [http://www.bis.doc.gov/index.php/forms-documents/doc\\_view/7-compliance-guidelines](http://www.bis.doc.gov/index.php/forms-documents/doc_view/7-compliance-guidelines). A copy of UMI's compliance program shall be transmitted to the Department of Commerce, Bureau of Industry and Security, Special Agent in Charge, San Jose Field Office, 160 W. Santa Clara Street, Suite 725, San Jose, CA 95113 ("San Jose Field Office").

THIRD, UMI shall complete export controls compliance training on the Regulations for its employees within six months from the date of the Order. Before UMI employees attend the training course or program, UMI shall notify the Office of Export Enforcement, Special Agent in Charge of the San Jose Field Office, of the course or program it has selected to attend. No later than one month after attending the compliance course or program, UMI shall submit a certification of attendance from the training provider to the San Jose Field Office.

FOURTH, that the full and timely payment of the civil penalty in accordance with the payment schedule set forth above, the timely implementation of an export controls compliance program as set forth above, and the timely completion and submission of verification of attendance at an export controls compliance training as set forth above, are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to UMI.

Failure to make full and timely payment of the civil penalty, to implement an export controls compliance program, or to complete and submit verification of attendance at an export controls compliance training as set forth above, may result in the denial of all of UMI's export privileges under the Regulations for one year from the date of the failure to make such payment, implement an export controls compliance program, or complete and submit verification of attendance at an export controls compliance training.

FIFTH, that for a period of two (2) years from the date of this Order, UMI, with a last known address of 832 Jury Court, Suite 10, San Jose, CA 95112, and when acting for or on its behalf, its successors, assigns, directors, officers, employees, representatives, or agents (hereinafter collectively referred to as "Denied Person"), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as "item") exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

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

C. Benefiting 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.

SIXTH, that no person may, directly or indirectly, do any of the following:

- A. Export or reexport to or on behalf of the Denied Person any item subject to the Regulations;
- B. Take any action that facilitates the acquisition or attempted acquisition by the Denied Person of the ownership, possession, or control of any item subject to the Regulations that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby the Denied Person acquires or attempts to acquire such ownership, possession or control;
- C. Take any action to acquire from or to facilitate the acquisition or attempted acquisition from the Denied Person of any item subject to the Regulations that has been exported from the United States;
- D. Obtain from the Denied Person in the United States any item subject to the Regulations with knowledge or reason to know that the item will be, or is intended to be, exported from the United States; or
- E. Engage in any transaction to service any item subject to the Regulations that has been or will be exported from the United States and which is owned, possessed or controlled by the Denied Person, or service any item, of whatever origin, that is owned, possessed or controlled by the Denied Person if such service involves the use of any item subject to the Regulations that has been or will be exported from the United States. For

purposes of this paragraph, servicing means installation, maintenance, repair, modification or testing.

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

EIGHTH, that, as authorized by Section 766.18(c) of the Regulations, the two-year denial period set forth above shall be suspended during a probationary period of two years under the Order, and shall thereafter be waived, provided that UMI has made full and timely payment as set forth above, has implemented an export controls compliance program as set forth above, has completed and submitted verification of attendance at an export controls compliance training in as set forth above, and has committed no other violation of the Act or the Regulations or any order, license or authorization issued thereunder. If UMI does not make full and timely payment as set forth above, has not implemented an export controls compliance program as set forth above, has not completed and submitted verification of attendance at an export controls compliance training as set forth above, or commits another violation of the Act or the Regulations or any order, license or authorization issued thereunder, during the two-year probationary period under the Order, the suspension may be modified or revoked by BIS and a denial order including a two-year denial period activated against UMI.

NINTH, UMI shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Proposed Charging Letter or the Order. The foregoing does not affect UMI's testimonial obligations in any

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

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

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



David W. Mills  
Assistant Secretary of Commerce  
for Export Enforcement

Issued this 26<sup>th</sup> day of September, 2013.

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

In the Matter of:

United Medical Instruments, Inc.  
832 Jury Court, Suite 10  
San Jose, CA 95112

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between United Medical Instruments, Inc. of San Jose, California (“UMI”), and the Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) (collectively, the “Parties”), pursuant to Section 766.18(a) of the Export Administration Regulations (the “Regulations”),<sup>1</sup> issued pursuant to the Export Administration Act of 1979, as amended (the “Act”).<sup>2</sup>

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

WHEREAS, BIS has issued a Proposed Charging Letter to UMI that alleges that UMI committed twenty-two violations of the Regulations, specifically:

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

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

Beginning at least in November 2008 and continuing through in or about April 2010, UMI conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to bring about the export of ultrasound equipment and related accessories, items designated as EAR99<sup>3</sup> and valued at \$1,468,950, by UMI, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations (“ITR”)<sup>4</sup> maintained by the Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transactions described herein.

Specifically, UMI exported without a license from the United States to Iran, through Belgium, ultrasound equipment and related accessories. Throughout the conspiracy, the objective of exporting medical equipment to Iran without a license remained the same, even though the conspirators changed their method of accomplishing this objective during the related U.S. Government investigation. In furtherance of the conspiracy, U.S. exporter UMI and Iranian company Taban Saar asked Bart Coppers (“Coppers”), who is the owner and President of Belgian company BVBA Coppers (“BVBA”) and administrator and part owner of Belgian company Raytec SA (“Raytec”), to ship ultrasound units for UMI to Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

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

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

<sup>4</sup> 31 C.F.R. Part 560 (2008-2010).

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

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

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

United Medical Instruments, Inc.

Settlement Agreement

Page 4 of 14

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

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

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

**Charges 2-17 15 C.F.R. § 764.2(e) – Acting with Knowledge of a Violation of the Regulations by Selling Medical Equipment to Iran without a License**

As set forth above in Charge 1, on or about November 28, 2008, through in or about April 3, 2010, UMI sold medical equipment to Iran without obtaining a license. Specifically, UMI exported without a license from the United States to Iran, through Belgium, ultrasound equipment and related accessories, items designated as EAR99 and valued at \$1,468,950, by UMI, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations (“ITR”) maintained by the Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transaction described herein.

Specifically, U.S. exporter UMI and Iranian company Taban Saar asked Bart Coppers of Belgian companies BVBA and Raytec to ship ultrasound units for UMI to Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

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

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

From August 2009 to April 2010, UMI continued to sell to Iran but changed the structure of the transaction to conceal the fact that UMI knew that the ultimate destination of the items. UMI no longer sold directly to Taban Saar from orders received from Naderpour's personal email account. Instead, UMI took steps to conceal the business relationship between Taban Saar and UMI by having Taban Saar use Coppers of BVBA and Raytec,

both Belgian companies, to place orders with and make payments to UMI. Specifically, UMI received order requests from Raytec and sold ultrasound equipment and accessories to Coppers in his capacity with BVBA or Raytec, which acted on behalf of Iranian purchaser Taban Saar. At times, Taban Saar used the same arrangement to pay UMI, and would send payment to BVBA or Raytec, which then transferred the funds provided by Taban Saar to UMI. To further conceal the fact that it knew the items were intended for Iran, UMI also had both BVBA and Raytec sign a "Customer Assurance Letter" that stated that the Belgian companies understood that: 1) "[a]ll products delivered...by United Medical Instruments (UMI) are for distribution exclusively in Belgium;" 2) prior to any reexport, the customer will notify UMI and assure that the company "will abide by the Export Administration Regulations as issued by the United States Government, Bureau of Industry and Security;" and 3) "[s]pecific countries to which no shipment will be made are Cuba, Iran, North Korea, Sudan and Syria."

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

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

In so doing, UMI committed sixteen violations of Section 764.2(e) of the Regulations.

**Charges 18-21                    15 C.F.R. § 764.2(a) – Engaged in Prohibited Conduct by Failing to File Shipper's Export Declaration or Automated Export System Record**

On four occasions between on or about July 9, 2008, through on or about February 5, 2009, UMI engaged in conduct contrary to the Regulations when it failed to file the required Shipper's Export Declaration ("SED") or Automated Export System ("AES") records with the U.S. Government. Section 758.1(b)(1) of the Regulations requires the filing of an SED or AES record "[f]or all exports of items subject to the EAR" that are destined for Iran, regardless of value. In so doing, UMI committed five violations of Section 764.2(a).

**Charge 22                    15 C.F.R. § 764.2(g) – Misrepresentation on a Shipper's Export Declaration Concerning Value of Items Exported**

On one occasion on or about November 7, 2008, UMI engaged in conduct contrary to the Regulations when it made misrepresentations on the required Shipper's Export Declaration ("SED") or Automated Export System ("AES") records, export control documents as defined in Section 772.1 of the Regulations, with the U.S. Government via the Automated Export System ("AES"). The filed record included the declared value as set forth in the schedule of violations. This representation was false as the items were valued at the invoice price listed on UMI's invoices and identified in the schedule of violations. This representation was also false because the ultimate destination of the items was Iran. In so doing, UMI committed one violation of Section 764.2(g).

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

WHEREAS, UMI fully understands the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement will issue if he approves this Agreement as the final resolution of this matter;

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

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

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

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

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

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

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

a. UMI shall be assessed a civil penalty in the amount of \$500,000,

all of which shall be suspended for a period of two years from the date of the Order, and thereafter shall be waived, provided that during this two-year probationary period under the Order, UMI has committed no violation of the Act, or any regulation, order, license, or authorization issued thereunder. If UMI commits a violation of the Act or any regulation, order, license, or authorization issued thereunder, during the probationary period under the Order, the suspension of the civil penalty may be modified or revoked by BIS and the \$500,000 made due and owing immediately.

b. UMI shall fully implement an internal export controls compliance program within 30 days of the date of this Order. Said program shall be in substantial compliance with the Export Management System (EMS) Guidelines, as applicable, which are available on the BIS website at

[http://www.bis.doc.gov/index.php/forms-documents/doc\\_view/7-compliance-guidelines](http://www.bis.doc.gov/index.php/forms-documents/doc_view/7-compliance-guidelines). A copy of UMI's compliance program shall be transmitted to the Department of Commerce, Bureau of Industry and Security, Special Agent in Charge, San Jose Field Office, 160 W. Santa Clara Street, Suite 725, San Jose, CA 95113 ("San Jose Field Office").

c. UMI shall complete export controls compliance training on the Regulations for its employees within six months from the date of the Order. Before UMI employees attend the training course or program, UMI shall notify the Office of Export Enforcement, Special Agent in Charge of the San Jose Field Office, of the course or program it has selected to attend. No later than one month after attending the compliance course or program, UMI shall submit a certification of attendance from the training provider to the San Jose Field Office.

d. The full and timely payment of the civil penalty agreed to in Paragraph 2.a, the timely implementation of an export controls compliance program in Paragraph 2.b, and the timely completion and submission of verification of attendance at an export controls compliance training in Paragraph 2.c, are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to UMI. Failure to make full and timely payment of the civil penalty, to implement the export controls compliance program, or to complete and submit verification of attendance at an export controls compliance training as set forth above, may result in the denial of all of UMI's export privileges under the Regulations for one year from the date of the failure to make such payment,

implement an export controls compliance program, or complete and submit verification of attendance at an export controls compliance training.

e. For a period of two (2) years from the date of the Order, UMI, with a last known address of 832 Jury Court, Suite 10, San Jose, CA 95112, and when acting for or on its behalf, its successors, assigns, directors, officers, employees, representatives, or agents (hereinafter collectively referred to as "Denied Person"), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as "item") exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

- i. Applying for, obtaining, or using any license, License Exception, or export control document;
- 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.

f. BIS agrees that, as authorized by Section 766.18(c) of the Regulations, the two-year denial period set forth in Paragraph 2.e shall be suspended during a probationary period of two years under the Order, and shall thereafter be waived, provided that UMI has made full and timely payment in accordance with Paragraph 2.a above, has implemented an export controls compliance program in accordance with Paragraph 2.b, has completed and submitted verification of attendance at an export controls compliance training in accordance with Paragraph 2.c, and has committed no other violation of the Act or the Regulations or any order, license or authorization issued thereunder. If UMI does not make full and timely payment in accordance with Paragraph 2.a above, has not implemented an export controls compliance program in accordance with Paragraph 2.b, has not completed and submitted verification of attendance at an export controls compliance training in accordance with Paragraph 2.c, or commits another violation of the Act or the Regulations or any order, license or authorization issued thereunder, during the two-year probationary period under the Order, the suspension may be modified or revoked by BIS and a denial order including a two-year denial period activated against UMI.

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, UMI hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if issued), including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if issued; and (c) seek judicial review or otherwise contest the

validity of this Agreement or the Order, if issued. UMI also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Act or the Regulations arising out of the transactions identified in the Proposed Charging Letter or in connection with collection of the civil penalty or enforcement of this Agreement and the Order, if issued, from the date of the Order until the later of the date UMI pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement, has implemented an export controls compliance program in Paragraph 2.b, or has completed and submitted verification of attendance at an export controls compliance training in Paragraph 2.c.

4. UMI shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Proposed Charging Letter or the Order. The foregoing does not affect UMI's testimonial obligations in any proceeding, nor does it affect its right to take legal or factual positions in civil litigation or other civil proceedings in which the U.S. Department of Commerce is not a party.

5. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a, implementation of an export controls compliance program as set forth in Paragraph 2.b, and completion and submission of verification of attendance at an export controls compliance training as set forth in Paragraph 2.c, BIS will not initiate any further administrative proceeding against UMI in connection with any violation of the Act or the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

6. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of

Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

7. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if issued; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.

8. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by issuing the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record.

9. BIS will make the Proposed Charging Letter, this Agreement, and the Order, if issued, available to the public.

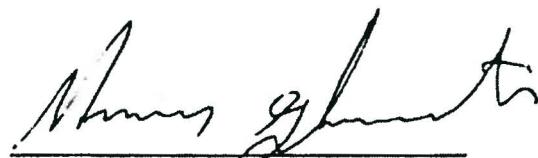
10. Each signatory affirms that he has authority to enter into this Settlement Agreement and to bind his respective party to the terms and conditions set forth herein.

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



Douglas R. Hassebrock  
Director of Export Enforcement

UNITED MEDICAL INSTRUMENTS, INC.

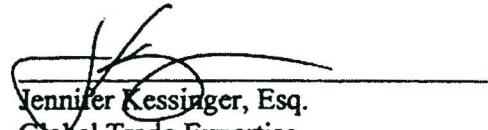


Mansoor Ghanavati  
CEO and President  
United Medical Instruments, Inc.

Date: 24 Sep 2013

Date: 9-20-13

Reviewed and approved by:



Jennifer Kessinger, Esq.  
Global Trade Expertise  
Counsel for United Medical Instruments, Inc.

Date: 9/20/13

PROPOSED CHARGING LETTER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

United Medical Instruments, Inc.  
832 Jury Court, Suite 10  
San Jose, CA 95112

*Attention: Mansoor Ghanavati  
CEO and President*

Dear Mr. Ghanavati:

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that United Medical Instruments, Inc. of San Jose, California (“UMI”), has committed twenty-two (22) violations of the Export Administration Regulations (the “Regulations”),<sup>1</sup> which issued under the authority of the Export Administration Act of 1979, as amended (the “Act”).<sup>2</sup> Specifically, BIS alleges that UMI committed the following violations:

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

Beginning at least in November 2008 and continuing through in or about April 2010, UMI conspired and acted in concert with others, known and unknown, to bring about an act that constitutes a violation of the Regulations. The purpose of the conspiracy was to bring about the export of ultrasound equipment and related accessories, items designated as EAR99<sup>3</sup> and valued at \$1,468,950, by UMI, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations (“ITR”)<sup>4</sup> maintained by the Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item

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

<sup>2</sup> 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 8, 2013 (78 Fed. Reg. 49107 (Aug. 12, 2013)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.*) (2006 & Supp. IV 2010).

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

<sup>4</sup> 31 C.F.R. Part 560 (2008-2010).

United Medical Instruments, Inc.  
Proposed Charging Letter  
Page 2 of 10

subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transactions described herein.

Specifically, UMI exported without a license from the United States to Iran, through Belgium, ultrasound equipment and related accessories. Throughout the conspiracy, the objective of exporting medical equipment to Iran without a license remained the same, even though the conspirators changed their method of accomplishing this objective during the related U.S. Government investigation. In furtherance of the conspiracy, U.S. exporter UMI and Iranian company Taban Saar asked Bart Coppers (“Coppers”), who is the owner and President of Belgian company BVBA Coppers (“BVBA”) and administrator and part owner of Belgian company Raytec SA (“Raytec”), to ship ultrasound units for UMI to Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

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

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

United Medical Instruments, Inc.  
Proposed Charging Letter  
Page 3 of 10

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

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

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

United Medical Instruments, Inc.

Proposed Charging Letter

Page 4 of 10

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

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

**Charges 2-17 15 C.F.R. § 764.2(e) – Acting with Knowledge of a Violation of the Regulations by Selling Medical Equipment to Iran without a License**

As set forth in the schedule of violations attached herein and in Charge 1 as set forth above, on or about November 28, 2008, through in or about April 3, 2010, UMI sold medical equipment to Iran without obtaining a license. Specifically, UMI exported without a license from the United States to Iran, through Belgium, ultrasound equipment and related accessories, items designated as EAR99 and valued at \$1,468,950, by UMI, from the United States through Belgium, to Iran. The items were also subject to the Iranian Transaction Regulations ("ITR") maintained by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Pursuant to Section 560.204 of the ITR, an export to a third country intended for transshipment to Iran is a transaction that requires OFAC authorization. Pursuant to Section 746.7 of the Regulations, no person may engage in the exportation of an item subject to both the Regulations and the ITR without authorization from OFAC. No OFAC authorization was sought or obtained for the transaction described herein.

Specifically, U.S. exporter UMI and Iranian company Taban Saar asked Bart Coppers of Belgian companies BVBA and Raytec to ship ultrasound units for UMI to Iran for a small commission, according to statements made by Coppers during a Department of Commerce Post-Shipment Verification of Raytec. Coppers reported to the Department of Commerce that he met individuals representing UMI and Taban Saar at a conference in the United Arab Emirates, and that UMI and Taban Saar indicated at that time to Coppers that they had a problem selling directly from the United States to Iran.

Between November 2008 and February 2009, UMI sold medical equipment directly to Asghar Naderpour a/k/a Nader Naderpour ("Naderpour"), an Iranian affiliated with Taban Saar, who used a personal email account and sent purchase orders directly to UMI for medical equipment. To assist UMI in filling these orders, UMI transshipped the

United Medical Instruments, Inc.  
Proposed Charging Letter  
Page 5 of 10

exports through BVBA in Belgium to Taban Saar in Iran. At times, UMI included in its order forms the note “BVBA c/o Taban,” which indicated that the shipment was going through BVBA to Iranian co-conspirator Taban Saar. UMI also attempted to conceal that it sold to Iran by only identifying the company’s street address and not the country on shipping and invoice documents. The street address, however, was the same in Iran as was listed on Taban Saar’s website. On the same invoices and shipping documents, UMI listed Taban Saar’s Iranian phone number.

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

From August 2009 to April 2010, UMI continued to sell to Iran but changed the structure of the transaction to conceal the fact that UMI knew that the ultimate destination of the items. UMI no longer sold directly to Taban Saar from orders received from Naderpour’s personal email account. Instead, UMI took steps to conceal the business relationship between Taban Saar and UMI by having Taban Saar use Coppers of BVBA and Raytec, both Belgian companies, to place orders with and make payments to UMI. Specifically, UMI received order requests from Raytec and sold ultrasound equipment and accessories to Coppers in his capacity with BVBA or Raytec, which acted on behalf of Iranian purchaser Taban Saar. At times, Taban Saar used the same arrangement to pay UMI, and would send payment to BVBA or Raytec, which then transferred the funds provided by Taban Saar to UMI. To further conceal the fact that it knew the items were intended for Iran, UMI also had both BVBA and Raytec sign a “Customer Assurance Letter” that stated that the Belgian companies understood that: 1) “[a]ll products delivered...by United Medical Instruments (UMI) are for distribution exclusively in Belgium;” 2) prior to any reexport, the customer will notify UMI and assure that the company “will abide by the Export Administration Regulations as issued by the United States Government,

Bureau of Industry and Security;” and 3) “[s]pecific countries to which no shipment will be made are Cuba, Iran, North Korea, Sudan and Syria.”

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

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

In so doing, UMI committed sixteen violations of Section 764.2(e) of the Regulations.

**Charges 18-21            15 C.F.R. § 764.2(a) – Engaged in Prohibited Conduct by Failing to File Shipper’s Export Declaration or Automated Export System Record**

As set forth in the schedule of violations attached herein, on four occasions between on or about July 9, 2008, through on or about February 5, 2009, UMI engaged in conduct contrary to the Regulations when it failed to file the required Shipper’s Export Declaration (“SED”) or Automated Export System (“AES”) records with the U.S. Government. Section 758.1(b)(1) of the Regulations requires the filing of an SED or

AES record “[f]or all exports of items subject to the EAR” that are destined for Iran, regardless of value. In so doing, UMI committed five violations of Section 764.2(a).

**Charge 22                    15 C.F.R. § 764.2(g) – Misrepresentation on a Shipper’s Export Declaration Concerning Value of Items Exported**

As set forth in the schedule of violations attached herein, on one occasion on or about November 7, 2008, UMI engaged in conduct contrary to the Regulations when it made misrepresentations on the required Shipper’s Export Declaration (“SED”) or Automated Export System (“AES”) records, export control documents as defined in Section 772.1 of the Regulations, with the U.S. Government via the Automated Export System (“AES”). The filed record included the declared value as set forth in the schedule of violations. This representation was false as the items were valued at the invoice price listed on UMI’s invoices and identified in the schedule of violations. This representation was also false because the ultimate destination of the items was Iran. In so doing, UMI committed one violation of Section 764.2(g).

\* \* \* \*

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

- The maximum civil penalty allowed by law of up to the greater of \$250,000 per violation, or twice the value of the transaction that is the basis of the violation;<sup>5</sup>
- Denial of export privileges; and/or
- Exclusion from practice before BIS.

If UMI fails to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. *See* 15 C.F.R. §§ 766.6 and 766.7. If UMI defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to UMI. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

UMI 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. UMI is also entitled to

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<sup>5</sup> *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

United Medical Instruments, Inc.  
Proposed Charging Letter  
Page 8 of 10

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

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

UMI is further notified that under the Small Business Regulatory Enforcement Flexibility ACT, UMI may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter. To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

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

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

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

Sincerely,

Douglas R. Hassebrock  
Director  
Office of Export Enforcement

**Schedule of Violations**

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

United Medical Instruments, Inc.  
 Proposed Charging Letter  
 Page 10 of 10

Charge No.	Export Date	Ultimate Destination	Commodity (-ies)	ECCN	Declared Value	Invoice Value	Invoice(s)	Violation
18	7/9/2008	Iran (via UAE)	(2) GE Logiq 4C Probes; (2) GE Logiq 3.5C Probes	EAR99	\$600	\$13,600	22366	15 CFR § 764.2(a)
19	9/3/2008	Iran (via UAE)	(1) GE Logiq 200 3.5; (1) GE Logiq 200 RG10lb; (1) Logiq 500 739L; (1) Logiq 500 C364	EAR99	\$1,200	\$11,300	22737	15 CFR § 764.2(a)
20	11/3/2008	Iran (via UAE)	(2) Image Prot Board for Vivid 3	EAR99	\$300	\$3,000	23189	15 CFR § 764.2(a)
21	2/5/2009	Iran (via UAE)	(1) GE 9T Tee Probe, (1) GE 3.5C Probe, (2) GE 2.25 FPA Probe	EAR99	\$1,500	\$15,000	23750	15 CFR § 764.2(a)
22	11/7/2008	Iran (via UAE)	(1) GE Voluson 730	EAR99	\$4,000	\$52,200	23193	15 CFR § 764.2(g)