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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
21-20589-CR-MIDDLEBROOKS/MCALILEY**

Case No. _____

**50 U.S.C. § 1705(a)
31 C.F.R. § 591.201
13 U.S.C. § 305
18 U.S.C. § 554
18 U.S.C. § 981(a)(1)(C)
19 U.S.C. § 1595a(d)**

UNITED STATES OF AMERICA

vs.

**GILBERTO ARAUJO,
GUILLERMO MARVAL,
GEORGE SEMERENE,
FERNANDO BLEQUETT,
LUIS DUQUE,
MELVIN ALEMAN,
MIKHAIL LARGIN,
PEDRO SUCRE,
JUAN CARLOS GONZALEZ,
and
JUAN DAVID GUERRA VIERA,**

Defendants.

_____ /

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times material to this Indictment:

The Defendants

1. Defendant **GILBERTO ARAUJO** was a Petróleos de Venezuela, S.A. (“PdVSA”) Air Transport Manager and a Colonel in the Venezuelan Military.
2. Defendant **GUILLERMO MARVAL** was a PdVSA Air Transport Management Logistics Analyst responsible for procurement.
3. Defendant **GEORGE SEMERENE** was PdVSA’s Head of Logistics, Procurement, and Warehousing.
4. Defendant **FERNANDO BLEQUETT** was a PdVSA Air Transport Management Logistics Analyst responsible for procurement.
5. Defendant **LUIS DUQUE** was the owner of Novax Group S.A., a Costa Rican company.
6. Defendant **MELVIN ALEMAN** was the Director of Operations for Novax Group S.A.
7. Defendant **MIKHAIL LARGIN** was the Director of Special Projects for Novax Group S.A.
8. Defendant **PEDRO SUCRE** was an employee for Novax Group S.A. located in Venezuela.
9. Defendant **JUAN CARLOS GONZALEZ** was the owner of Aerofalcon S.L., a Spanish company.
10. Defendant **JUAN DAVID GUERRA VIERA** was a Director for Aerofalcon S.L.

Relevant Entities

11. Novax Group S.A. was a Costa Rican company that brokers aircraft parts to international customers.

12. Aerofalcon S.L. was a Spanish company that brokered aircraft parts to international customers.

The International Emergency Economic Powers Act

13. The International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C. §§ 1701-1706 authorizes the President of the United States to impose economic sanctions on a foreign country to deal with any unusual and 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.

14. Pursuant to IEEPA, “[i]t shall be unlawful for a person to violate, attempt to violate, conspire to violate, or cause a violation of any license, order, regulation, or prohibition under this title.” 50 U.S.C. § 1705(a). IEEPA also provides a criminal penalty for anyone who, among other things, willfully conspires to commit any of the unlawful acts described in § 1705(a). 50 U.S.C. § 1705(c).

15. On March 8, 2015, pursuant to IEPPA and other statutes, the President of the United States issued Executive Order 13692, entitled, “Blocking Property and Suspending Entry of Certain Persons Contributing to the Situation in Venezuela,” declaring a national emergency with respect to the threat to the national security, foreign policy, and economy of the United States posed by the situation in Venezuela, including the Government of Venezuela’s erosion of human rights guarantees, persecution of political opponents, curtailment of press freedoms, use of violence and human rights abuses in response to antigovernment protests, and arbitrary arrest and

detention of antigovernment protesters, as well as the exacerbating presence of significant public corruption. Executive Order 13692 was in effect at all times relevant to this Indictment.

16. Executive Order 13692, Section 1, states, among other things, “[a]ll property and interests in property that are in the United States, that hereafter come within the United States, or that are or hereafter come within the possession or control of any United States person of the following persons are blocked and may not be transferred, paid, exported, withdrawn, or otherwise dealt in.” Executive Order 13692 thereafter provides a list of criteria for the Secretary of the Treasury to identify and designate individuals and entities pursuant to the Executive Order, whose assets will be blocked.

17. On July 10, 2015, the Department of Treasury’s Office of Foreign Assets Control (“OFAC”) issued regulations implementing Executive Order 13692 (the “Venezuela Sanctions Regulations”), 31 C.F.R. § 591.

18. On November 1, 2018, pursuant to IEPPA and other statutes, the President of the United States issued Executive Order 13850, entitled “Blocking Property of Additional Persons Contributing to the Situation in Venezuela,” which took additional steps with respect to the national emergency declared in Executive Order 13692. Specifically, Executive Order 13850 provided additional criteria for the Secretary of the Treasury to identify and designate individuals and entities whose assets would be blocked. Executive Order 13850 was in effect at all times relevant to this Indictment.

19. On January 28, 2019, the Department of Treasury’s Office of Foreign Assets Control (“OFAC”) designated Petroleos de Venezuela, S.A. (“PdVSA”) pursuant to Executive Order 13850 for operating in the oil sector of the Venezuelan economy.

20. PdVSA is a Venezuelan state-owned oil company and a primary source of Venezuela's income and foreign currency, to include U.S. dollars and Euros, according to OFAC.

21. Unless otherwise authorized or exempted by law, license, or regulation, IEEPA, Executive Order 13692, Executive Order 13850 and the Venezuela Sanctions Regulations prohibit, among other things:

- a. Transactions and dealings by U.S. persons, or within the United States, in property or interests in property of PdVSA.
- b. Services performed by U.S. persons, wherever located, for the benefit of PdVSA.
- c. Transactions and dealings by U.S. persons, or within the United States, that evade or avoid, or have the effect of evading or avoiding, any of the prohibitions of IEEPA and the Venezuela Sanctions Regulations.
- d. Conspiracies and attempts to violate any of the prohibitions of IEEPA, Executive Order 13692, and the Venezuela Sanctions Regulations.

22. At no time did the defendants, **GILBERTO ARAUJO, GUILLERMO MARVAL, GEORGE SEMERENE, FERNANDO BLEQUETT, LUIS DUQUE, MELVIN ALEMAN, MIKHAIL LARGIN, PEDRO SUCRE, JUAN CARLOS GONZALEZ, and JUAN DAVID GUERRA VIERA**, 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 PdVSA.

23. IEEPA, Executive Order 13692, Executive Order 13850 and the Venezuela Sanctions Regulations were in effect at all times relevant to this Indictment.

COUNT 1
Conspiracy to Unlawfully Exports Goods to PdVSA
(50 U.S.C. § 1705)

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

2. From on or about January 28, 2019, and continuing through on or about the date of the return of this Indictment, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**GILBERTO ARAUJO,
GUILLERMO MARVAL,
GEORGE SEMERENE,
FERNANDO BLEQUETT,
LUIS DUQUE,
MELVIN ALEMAN,
MIKHAIL LARGIN,
PEDRO SUCRE,
JUAN CARLOS GONZALEZ,
and
JUAN DAVID GUERRA VIERA,**

did knowingly combine, conspire, confederate, and agree with each other, and with others known and unknown to the Grand Jury, to willfully export, transfer, and deal in, and cause the exportation, transfer, and dealing in, of goods from the United States to PdVSA, in violation of the prohibitions imposed upon PdVSA by the United States government, without having first obtained the required licenses or authorizations from OFAC, in violation of Title 50, United States Code, Section 1705(a), and Title 31, Code of Federal Regulations, Part 591.201.

PURPOSE AND OBJECTS OF THE CONSPIRACY

3. It was a purpose and objects of the conspiracy for the defendants and their co-conspirators to: (a) acquire aircraft parts from the United States in order to supply them to PdVSA in Venezuela; (b) conceal from United States companies, and the United States government that

the goods were destined for PdVSA; (c) engage in financial transactions to facilitate the exports; and (d) evade the prohibitions and licensing requirements of IEEPA, Executive Order 13692, Executive Order 13850, and the Venezuela Sanctions Regulations.

MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things:

4. The defendants and their co-conspirators used email to communicate with one another.

5. The defendants and their co-conspirators purchased goods and services from companies in the United States that were sent or intended to be sent to PdVSA in Venezuela.

6. The defendants and their co-conspirators concealed from United States companies and the United States government that PdVSA was the true ultimate end user of the goods and services, by providing false and misleading information about the ultimate end users.

7. The defendants and their co-conspirators caused goods and services to be exported from the United States to PdVSA in Venezuela, without obtaining a license from OFAC.

OVERT ACTS

In furtherance of this conspiracy, and to accomplish its purpose and objects, 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:

Discussions Regarding Circumventing U.S. Sanctions

1. On or about January 30, 2019, a PdVSA employee sent an email to **GILBERTO ARAUJO** with Executive Order 13850 (“Blocking Property of Additional Persons Contributing to the Situation in Venezuela”) attached.

2. On or about February 7, 2019, **PEDRO SUCRE** emailed **LUIS DUQUE** stating that after a conversation with **GEORGE SEMERENE**, he learned that PdVSA's priority was "Learjet planes, as they're to the point of 'stopping' and the parts can't enter Venezuela due to the [U.S.] sanctions."

3. On or about February 13, 2019, **GILBERTO ARAUJO** forwarded an email with Executive Order 13850 ("Blocking Property of Additional Persons Contributing to the Situation in Venezuela") attached to another individual.

4. On or about March 15, 2019, **MELVIN ALEMAN** emailed **GILBERTO ARAUJO**, **LUIS DUQUE**, and **MIKHAIL LARGIN** indicating that nine different aircraft parts would be delivered to the PdVSA warehouse in Maiquetia, Venezuela.

5. On or about March 18, 2019, **PEDRO SUCRE** emailed **LUIS DUQUE** stating that he had spoken to **GILBERTO ARAUJO** about payment and that **ARAUJO** "mention[ed] that this will be carried out through third parties" and further stated "the best thing for the company was to have an account in Russia, China or Malaysia and that the intermediary banks of the account not be in the U.S. or in Europe, with the purpose of the payment being made without problems" thereafter stressing the importance that PdVSA "doesn't 'appear' in the process" so that the bank will conduct the transaction.

6. On or about May 22, 2019, **GEORGE SEMERENE** emailed **FERNANDO BLEQUETT** and **GILBERTO ARAUJO**, among others, discussing the need to overhaul Dassault Falcon aircraft motors and stating that "due to the sanctions," because the motors are registered to PdVSA, "the most probable thing is that they won't be received, and in the worst of cases, they can be retained"

7. On or about July 31, 2019, **JUAN DAVID GUERRA VIERA** sent an email to **GILBERTO ARAUJO** and **JUAN CARLOS GONZALEZ** which detailed proposals related to the “maintenance of the FALCON aircraft fleet that PDVSA possesses,” including the overhaul of Dassault Falcon aircraft motors and providing Aerofalcon’s Russian bank account information for payment.

8. On or about August 24, 2019, **JUAN DAVID GUERRA VIERA** sent an email to **GILBERTO ARAUJO**, and **JUAN CARLOS GONZALEZ** which discussed the logistics of taking Dassault Falcon airplane motors out of Venezuela for repair and stated “after the new sanctions issued by the North American administration, we must be more agile and cautious with the movement of these motors . . .”

Novax: First Set of Aircraft Tires

9. On or about July 22, 2019, **GUILLERMO MARVAL** emailed **FERNANDO BLEQUETT**, **PEDRO SUCRE**, and **MELVIN ALEMAN** requesting Dassault Falcon 2000 jet airplane tires.

10. On or about July 24, 2019, a Novax employee purchased eighteen (18) aircraft tires from a U.S. Company in Fort Lauderdale, Florida (“U.S. Company 1”), falsely representing that the tires would ultimately be used in San Jose, Costa Rica and not Venezuela.

11. On or about July 25, 2019, a Novax employee, using the email address operaciones@novaxgroup.com, emailed **GUILLERMO MARVAL** informing him that the tires would arrive between the “5th and the 9th of August” and that they will do whatever possible to get them to Venezuela sooner.

12. On or about July 25, 2019, **MELVIN ALEMAN** emailed **PEDRO SUCRE** and **LUIS DUQUE** and attached a fraudulent invoice for the eighteen aircraft tires, which both

undervalued the merchandise by approximately \$10,192.28, and falsely indicated that the tires were being sold to Novax Group S.A. in Caracas, Venezuela and not PdVSA. In the email, **ALEMAN** directed a Novax employee to provide the fraudulent invoice to the freight forward company handling the shipment of the eighteen tires.

13. On or about August 1, 2019, a Novax employee provided the fraudulent invoice to a U.S. freight forwarder (“U.S. Freight Forwarder 1”) in Miami, Florida, that falsely stated that the tires were to be shipped to Novax in Caracas, Venezuela and not PdVSA.

14. In or about January 2020, **MIKHAIL LARGIN** sent a series of emails to a U.S. Department of Commerce, Bureau of Industry and Security agent regarding the above-described tires and falsely stated “[i]t is important to note that the tires in questions [*sic*] are not supposed to be sold or transferred to any Venezuelan state-owned companies or users.”

Aerofalcon: Dassault Falcon Honeywell Turbofan Engine (S/N: P112717) (the “First Engine”)

15. On or about October 11, 2019, **JUAN CARLOS GONZALEZ**, on behalf of Aerofalcon S.L., purchased a Dassault Falcon Honeywell Turbofan Engine (S/N: P112717) (the “First Engine”) from a U.S. Company in Kingwood, Texas (“U.S. Company 2”) for \$837,000.00, which engine was subsequently exported to Aerofalcon S.L. in Madrid, Spain on or about October 16, 2019.

16. On or about October 18, 2019, **JUAN DAVID GUERRA VIERA** emailed a Venezuelan customs broker indicating that the First Engine would arrive in Maiquetia, Venezuela, “next Tuesday” and attaching a letter from the shipping company explaining why the shipment was delayed.

17. On or about October 22, 2019, **JUAN DAVID GUERRA VIERA** emailed a PdVSA Aeronautical Technician documentation for the First Engine, including air worthiness certificates, performance test results, service history, and photographs of the First Engine.

18. On or about October 28, 2019, **JUAN DAVID GUERRA VIERA** emailed **JUAN CARLOS GONZALEZ** and **GILBERTO ARAUJO** invoices for the work performed on the First Engine, including shipping and importation costs of transporting the First Engine to PdVSA.

Novax: Aircraft Bearings and Rudder Parts

19. On or about November 28, 2019, **FERNANDO BLEQUETT** emailed **LUIS DUQUE, GILBERTO ARAUJO, MELVIN ALEMAN, PEDRO SUCRE, GEORGE SEMERENE, GUILLERMO MARVAL,** and `operaciones@novaxgroup.com`, a PdVSA purchase order for: (a) six KRP170405VT Cam Followers; (b) two KRP169605VT Cam Followers; (c) six NAS1106-18D Bolts; (d) one T5-2002-104-00 Tensionmetro tension cable; (e) one 7627202001-009 Cable Assembly Rudder; (f) one 7627202002-009 Cable Assembly Rudder; and (g) four KWDB6-91K Spherical Bearings (collectively, the “PdVSA Aircraft Parts”).

20. In or around November and December 2019, a Novax employee purchased the PdVSA Aircraft Parts from a U.S. Company in Redmond, Washington (“U.S. Company 3”) and a U.S. Company in Augusta, Kansas (“U.S. Company 4”), fraudulently indicating that the PdVSA Aircraft Parts were not destined for Venezuela and instructed the suppliers to ship them to a U.S. freight forwarder in Miami, Florida (“U.S. Freight Forwarder 2”).

21. In or around November and December 2019, **MELVIN ALEMAN** instructed U.S. Freight Forwarder 2 to send the PdVSA Aircraft Parts to a Novax employee in Caracas, Venezuela.

22. On or about December 16, 2019, **MELVIN ALEMAN** instructed U.S. Freight Forwarder 2 to provide the PdVSA Aircraft Parts to another individual.

23. On or about December 19, 2019, **LUIS DUQUE** and **MELVIN ALEMAN** asked an individual to retrieve the PdVSA Aircraft Parts from U.S. Freight Forwarder 2.

Aerofalcon: Replacing PdVSA's Broken Engines with New Engines

24. On or about September 17, 2019, **JUAN DAVID GUERRA VIERA** emailed himself a 17-page contract between PdVSA and Aerofalcon which required Aerofalcon to exchange two PdVSA Honeywell Turbofan Engines (S/N: 112777 & 112778) (the "Broken Engines") for two new Honeywell Turbofan Engines (the "Working Engines") for €3,395,241.00.

25. On or about September 26, 2019, **JUAN DAVID GUERRA VIERA** emailed **GILBERTO ARAUJO** discussing payment for the overhaul of the Broken Engines.

26. On or about October 21, 2019, Aerofalcon S.L. provided an invoice to PdVSA for the replacement of one of the Broken Engines (S/N: P112777) for €1,409,387.80.

27. On or about October 31, 2019, **JUAN DAVID GUERRA VIERA** emailed **GILBERTO ARAUJO** and a PdVSA Aeronautical Technician a letter signed by **JUAN CARLOS GONZALEZ** indicating that PdVSA would pay Aerofalcon for the replacement of the Broken Engines through Alfa Bank using a third party company.

28. On or about November 8, 2019, **JUAN DAVID GUERRA VIERA** emailed a Venezuelan customs broker discussing the retrieval of the Broken Engines from PdVSA.

29. On or about November 18, 2019, **JUAN DAVID GUERRA VIERA** emailed a Venezuelan customs broker two invoices for exporting the Broken Engines to Aerofalcon in Madrid, Spain.

30. On or about November 20, 2019, **JUAN DAVID GUERRA VIERA** emailed **GILBERTO ARAUJO**, **JUAN CARLOS GONZALEZ**, and a PdVSA Aeronautical Technician

an Aerofalcon letter confirming the receipt in Aerofalcon's account at Alfa Bank of "the second payment" from PdVSA for the replacement of the Broken Engines.

31. In or around November 2019, Aerofalcon S.L. entered into an agreement with DAO Aviation in Copenhagen, Denmark, to exchange the Broken Engines for new Dassault Falcon aircraft engines (the "Working Engines").

32. On or about November 23, 2019, DAO Aviation entered into an Exchange Agreement with a U.S. Company headquartered in Charlotte, North Carolina ("U.S. Company 5"), to exchange the Broken Engines for the new Working Engines (S/N: 112489 & 112242) for \$1,000,000.00 per engine.

33. On or about December 26, 2019, **JUAN CARLOS GONZALEZ** fraudulently signed a certification stating that he would not divert any U.S. Company 5 products to any entity owned or controlled by the Government of Venezuela, specifically PdVSA.

34. On or about December 27, 2019, **JUAN CARLOS GONZALEZ** signed a U.S. Company 5 Customer End Use and End User Statement of Certification as CEO of Aerofalcon falsely indicating that Aerofalcon S.L. was the ultimate end-user of the Working Engines.

35. On or about January 6, 2020, U.S. Company 5 exported the Working Engines to Aerofalcon in Madrid, Spain, declaring the country of ultimate destination was Spain.

36. On or about January 8, 2020, **JUAN DAVID GUERRA VIERA** emailed a Venezuelan customs broker discussing the shipment of one of the Working Engines (S/N: 112242) to Venezuela and attaching documentation showing the shipment.

37. On or about January 8, 2020, Aerofalcon S.L. exported one of the Working Engines (S/N: 112242) to Caracas, Venezuela.

38. On or about January 11, 2020, **JUAN DAVID GUERRA VIERA** emailed **GILBERTO ARAUJO** and others a digital logbook and delivery instructions for one of the Working Engines (S/N: 112242).

39. On or about January 15, 2020, Aerofalcon S.L. exported the second Working Engine (S/N: 112489) to Caracas, Venezuela.

40. On or about January 16, 2020 **JUAN DAVID GUERRA VIERA** emailed a Venezuelan customs broker discussing the shipment of the second Working Engine (S/N: 112489) to Venezuela and attaching two invoices, one of which fraudulently undervalued the aircraft engine, in order to “reduce VAT costs” and further indicated that the shipment should be “the same as the last operation,” referencing the previous shipment a week prior for the first Working Engine (S/N: 112242) to Venezuela.

Aerofalcon: TCAS Processor

41. On or about December 13, 2019, Aerofalcon S.L. purchased a TCAS Processor (S/N: 141206) for a Dassault Falcon aircraft from a U.S. company in West Des Moines, Iowa (“U.S. Company 6”) for \$48,900.00.

42. On or about December 19, 2019, U.S. Company 6 located in West Des Moines, Iowa exported the TCAS Processor (S/N: 141206) to Aerofalcon S.L. in Madrid, Spain, and submitted export information to the Automated Export System indicating that the country of ultimate destination was Spain.

43. On or about December 23, 2019, **JUAN DAVID GUERRA VIERA** emailed **JUAN CORONADO**, **GILBERTO ARAUJO**, **GEORGE SEMERENE**, and **FERNANDO BLEQUETT**, informing them that the TCAS Processor (S/N: 141206) would be arriving in Venezuela and attaching corresponding documentation for the part.

NOVAX: Second Set of Aircraft Tires

44. On or about September 21, 2020, **MELVIN ALEMAN** emailed a purchase order for eight (8) 226K08-4 Goodyear aircraft tires (the “Goodyear Tires”) to a U.S. company located in Montebello, California (“U.S. Company 7”), which falsely indicated that the end-user of the Goodyear Tires was not located in Venezuela. The purchase order also directed U.S. Company 7 to ship the Goodyear Tires to a U.S. freight forwarder located in Miami, Florida (“U.S. Freight Forwarder 3”).

45. On or about September 28, 2020, U.S. Freight Forwarder 3 shipped the Goodyear Tires to Novax in Costa Rica, indicating on customs declaration forms that the ultimate destination of the Goodyear Tires was Costa Rica.

46. On or about October 16, 2020, **MELVIN ALEMAN** emailed **PEDRO SUCRE** and attached two Novax Packing Lists (dated October 14 and 16, 2020) showing that PdVSA was the ultimate purchaser of sixteen (16) Goodyear tires, of which Novax had provided eight (8).

47. In or around September and October, 2020, a Novax employee shipped the Goodyear Tires to Simon Bolivar International Airport in Maiquetia, Venezuela, the location of the PdVSA’s Aircraft Hanger.

48. On or about October 23, 2020, a Novax employee sent a wire transfer from Costa Rica to U.S. Company 7 to pay for the Goodyear Tires.

49. On or about November 9, 2020, **MELVIN ALEMAN** emailed **PEDRO SUCRE** an additional Novax Packing List, evidencing that PdVSA ordered eight (8) additional Goodyear tires.

NOVAX and Aerofalcon Jointly Secure Dassault Falcon Brake Assembly

50. On or about January 24, 2020, **MELVIN ALEMAN** requested a quote from a airplane parts supplier (“U.S. Company 8”) for the purchase of a used Dassault Falcon 2000 Brake Assembly (the “Brake Assembly”).

51. On or about January 28, 2020, **MELVIN ALEMAN** emailed a Miami airplane brake servicer (“U.S. Company 9”) requesting a quote to overhaul the Brake Assembly.

52. On or about February 5, 2020, **MELVIN ALEMAN** emailed U.S. Company 9, copying **LUIS DUQUE**, asking whether U.S. Company 9 could overhaul the Brake Assembly.

53. On or about February 19, 2020, **MIKHAIL LARGIN** purchased the used Dassault Falcon 2000 Brake Assembly from U.S. Company 8 for \$12,000.

54. On or about August 8, 2020, **MELVIN ALEMAN** authorized U.S. Company 9 to overhaul the Brake Assembly for \$21,730.51.

55. On or about August 14, 2020, **NOVAX** wired \$21,730.51 to U.S. Company 9 for the overhaul of the Brake Assembly.

56. On or about October 26, 2020, **MELVIN ALEMAN** emailed **JUAN DAVID GUERRA** offering to provide Aerofalcon the Brake Assembly for €97,500.

57. On or about November 2, 2020, **MIKHAIL LARGIN** falsely certified to U.S. Company 8 that Novax would comply with U.S. Export Regulations regarding the Brake Assembly.

All in violation of Title 50, United States Code, Section 1705 and Title 31, Code of Federal Regulations, Part 591.201.

COUNTS 2-6
Submitting False or Misleading Export Information
(13 U.S.C. § 305)

1. Paragraphs 5-6, 8-21, and 23 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates specified below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

LUIS DUQUE,
MELVIN ALEMAN,
PEDRO SUCRE,
JUAN CARLOS GONZALEZ,
and
JUAN DAVID GUERRA VIERA,

as set forth in each count below, did knowingly cause the submission of false and misleading export information in the Automated Export System (AES) for shipments leaving Miami, Florida, regarding the ultimate consignee's name and address, the value of the shipment, and the country of ultimate destination, as described in each count below:

COUNT	DEFENDANTS	APPROX. DATE	INTERNATIONAL TRANSACTION NUMBER	FALSE INFORMATION PROVIDED BY DEFENDANTS TO EXPORTER AND FILED IN AES	ACCURATE INFORMATION KNOWN TO DEFENDANTS AND WITHHELD FROM EXPORTER
2	LUIS DUQUE, MELVIN ALEMAN, and PEDRO SUCRE	8/6/2019	X20190806543670	Ultimate consignee: NOVAX Group VZ Shipment Value: \$4,837	Ultimate consignee: PdVSA Shipment Value: \$13,116.88

COUNT	DEFENDANTS	APPROX. DATE	INTERNATIONAL TRANSACTION NUMBER	FALSE INFORMATION PROVIDED BY DEFENDANTS TO EXPORTER AND FILED IN AES	ACCURATE INFORMATION KNOWN TO DEFENDANTS AND WITHHELD FROM EXPORTER
3	JUAN CARLOS GONZALEZ and JUAN DAVID GUERRA VIERA	10/11/2019	X20191011204679	Ultimate consignee: Aerofalcon S.L. Ultimate Destination: Spain	Ultimate consignee: PdVSA Ultimate Destination: Venezuela
4	JUAN CARLOS GONZALEZ and JUAN DAVID GUERRA VIERA	12/16/2019	X20191216823763	Ultimate consignee: Aerofalcon S.L. Ultimate Destination: Spain	Ultimate consignee: PdVSA Ultimate Destination: Venezuela
5	JUAN CARLOS GONZALEZ and JUAN DAVID GUERRA VIERA	1/3/2020	X20200103564708	Ultimate consignee: Aerofalcon S.L. Ultimate Destination: Spain	Ultimate consignee: PdVSA Ultimate Destination: Venezuela
6	JUAN CARLOS GONZALEZ and JUAN DAVID GUERRA VIERA	1/3/2020	X20200103560745	Ultimate consignee: Aerofalcon S.L. Ultimate Destination: Spain	Ultimate consignee: PdVSA Ultimate Destination: Venezuela

In violation of Title 13, United States Code, Sections 305 and 2.

COUNTS 7-11
Smuggling of Goods
(18 U.S.C. § 554)

1. Paragraphs 5-6, 8-21, and 23 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates specified below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

LUIS DUQUE,
MELVIN ALEMAN,
PEDRO SUCRE,
JUAN CARLOS GONZALEZ,
and
JUAN DAVID GUERRA VIERA,

as specified in each count below, and others known and unknown to the Grand Jury, did knowingly and fraudulently export and send, and attempt to export and send, from the United States an article, object, and merchandise, as specified in each count below, contrary to law and regulations of the United States, specifically by submitting false and misleading export information, and willfully causing another to file false and misleading export information, through the AES, in violation of Title 13, United States Code, Section 305(a)(1), and Title 31, Code of Federal Regulations, Part 591.201.

COUNT	DEFENDANTS	DATE	ARTICLE
7	LUIS DUQUE, MELVIN ALEMAN, and PEDRO SUCRE	8/6/2019	Aircraft Tires
8	JUAN CARLOS GONZALEZ and JUAN DAVID GUERRA VIERA	10/11/2019	Aircraft Turbine

COUNT	DEFENDANTS	DATE	ARTICLE
9	JUAN CARLOS GONZALEZ and JUAN DAVID GUERRA VIERA	12/16/2019	TCAS Processor
10	JUAN CARLOS GONZALEZ and JUAN DAVID GUERRA VIERA	1/6/2020	Aircraft Turbine
11	JUAN CARLOS GONZALEZ and JUAN DAVID GUERRA VIERA	1/6/2020	Aircraft Turbine

In violation of Title 18, United States Code, Sections 554 and 2.

FORFEITURE
(18 U.S.C. § 981(a)(1)(C) and 13 U.S.C. § 305)

3. Upon conviction of or a conspiracy to commit a violation of Title 50, United States Code, Section 1705, the defendants shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to this violation, pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c) and Title 19, United States Code, Section 1595a(d). The property subject to forfeiture as a result of the alleged offenses includes, but is not limited to, the following:

- a. Funds seized in the amount of \$52,647.02, from the TD Bank account, held at 3885 NW 107th Ave, Doral, Florida branch, in name of SELFIE BAY, LLC, account number 4368829300;
- b. Two Brakes for Dassault Falcon 900EX Jet; and
- c. Two brakes for a Falcon 2000 jet.

4. Upon conviction of a violation of Title 13, United States Code, Section 305, the defendants shall forfeit to the United States (a) any of that defendant's interest in, security of, claim against, or property or contractual rights of any kind in the goods or tangible items that

were the subject of the violation; (b) any of that defendant's interest in, security of, claim against, or property or contractual rights of any kind in tangible property that was used in the export or attempt to export that was the subject of the violation; and (c) any of that defendant's property constituting, or derived from any proceeds obtained directly or indirectly as a result of the violation, pursuant to Title 13, United States Code, Section 305. The property subject to forfeiture as a result of the alleged offenses includes, but is not limited to, the following:

- a. Funds seized in the amount of \$52,647.02, from the TD Bank account, held at 3885 NW 107th Ave, Doral, Florida branch, in name of *SELFIE BAY, LLC*, account number 4368829300;
- b. Two Brake Assemblies for a Dassault Falcon 900EX Jet; and
- c. Two Brake Assemblies for a Falcon 2000 jet.

5. The United States will also seek a forfeiture money judgment against the defendants, which represents a sum of money equal to the value of any property subject to forfeiture in connection with the offense of conviction.

6. If any of the property described above as being subject to forfeiture, 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 that cannot be subdivided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title

21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1); and Title 28, United States Code, Section 2461(c).

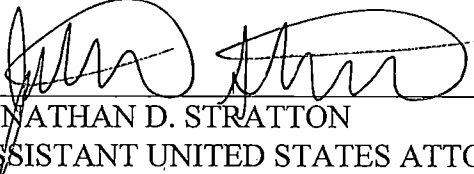
All pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 13, United States Code, Section 305, and Title 19, United States Code, Section 1595a(d) as made applicable by Title 28, United States Code, Section 2461.

A TRUE BILL


FOREPERSON



JUAN ANTONIO GONZALEZ
UNITED STATES ATTORNEY



JONATHAN D. STRATTON
ASSISTANT UNITED STATES ATTORNEY



MATTHEW J. MCKENZIE
TRIAL ATTORNEY
U.S. DEPARTMENT OF JUSTICE
NATIONAL SECURITY DIVISION
COUNTERINTELLIGENCE & EXPORT CONTROL SECTION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA

CASE NO. _____

v.

CERTIFICATE OF TRIAL ATTORNEY*

GILBERTO ARAUJO, et al.,

Superseding Case Information:

_____ Defendants. _____

Court Division: (Select One)

Miami Key West
 FTL WPB FTP

New defendant(s) Yes No
Number of new defendants _____
Total number of counts _____

- I have carefully considered the allegations of the indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.
- I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. Section 3161.
- Interpreter: (Yes or No) Yes _____
List language and/or dialect Spanish
- This case will take 6-10 days for the parties to try.
- Please check appropriate category and type of offense listed below:

(Check only one)

(Check only one)

I 0 to 5 days _____
 II 6 to 10 days _____
 III 11 to 20 days _____
 IV 21 to 60 days _____
 V 61 days and over _____

Petty _____
 Minor _____
 Misdem. _____
 Felony _____

6. Has this case previously been filed in this District Court? (Yes or No) No

If yes: Judge

Case No. _____

(Attach copy of dispositive order)

Has a complaint been filed in this matter? (Yes or No) No

If yes: Magistrate Case No. _____

Related miscellaneous numbers: _____

Defendant(s) in federal custody as of _____

Defendant(s) in state custody as of _____

Rule 20 from the District of _____

Is this a potential death penalty case? (Yes or No) No

7. Does this case originate from a matter pending in the Central Region of the U.S. Attorney's Office prior to August 9, 2013 (Mag. Judge Alicia O. Valle)? Yes _____ No

8. Does this case originate from a matter pending in the Northern Region U.S. Attorney's Office prior to August 8, 2014 (Mag. Judge Shaniek Maynard)? Yes _____ No

JONATHAN D. STRATTON
ASSISTANT UNITED STATES ATTORNEY
Florida Bar No. 93075

*Penalty Sheet(s) attached

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: GILBERTO ARAUJO

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: GUILLERMO MARVAL

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: GEORGE SEMERENE

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: FERNANDO BLEQUETT

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: LUIS DUQUE

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

Count #: 2

Submitting False or Misleading Export Information

Title 13, United States Code, Section 305

*Max. Penalty: 5 Years' Imprisonment

Count #: 7

Smuggling of Goods

Title 18, United States Code, Section 554

*Max. Penalty: 10 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: MELVIN ALEMAN

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

Count #: 2

Submitting False or Misleading Export Information

Title 13, United States Code, Section 305

*Max. Penalty: 5 Years' Imprisonment

Count #: 7

Smuggling of Goods

Title 18, United States Code, Section 554

*Max. Penalty: 10 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: MIKHAIL LARGIN

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: PEDRO SUCRE

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

Count #: 2

Submitting False or Misleading Export Information

Title 13, United States Code, Section 305

*Max. Penalty: 5 Years' Imprisonment

Count #: 7

Smuggling of Goods

Title 18, United States Code, Section 554

*Max. Penalty: 10 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: JUAN CARLOS GONZALEZ

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

Counts #: 3-6

Submitting False or Misleading Export Information

Title 13, United States Code, Section 305

*Max. Penalty: 5 Years' Imprisonment

Counts #: 8-11

Smuggling of Goods

Title 18, United States Code, Section 554

*Max. Penalty: 10 Years' Imprisonment

*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: JUAN DAVID GUERRA VIERA

Case No: _____

Count #: 1

Conspiracy to Unlawfully Export Goods to PdVSA

Title 50, United States Code, Section 1705

*Max. Penalty: 20 Years' Imprisonment

Counts #: 3-6

Submitting False or Misleading Export Information

Title 13, United States Code, Section 305

*Max. Penalty: 5 Years' Imprisonment

Counts #: 8-11

Smuggling of Goods

Title 18, United States Code, Section 554

*Max. Penalty: 10 Years' Imprisonment

***Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**