

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

UNITED STATES OF AMERICA

v.

RAY HUNT,
*also known as Abdolrahman Hantoosh,
Rahman Hantoosh, Rahman Natoosh,*

Defendant.

Case No.

SEALED

INDICTMENT

THE GRAND JURY CHARGES:

INTRODUCTION

At all times material to this Indictment:

1. Defendant RAY HUNT, also known as Abdolrahman Hantoosh, Rahman Hantoosh, and Rahman Natoosh, was a naturalized U.S. citizen who was born in Iran and resided in the Northern District of Alabama. HUNT operated a company called Vega Tools, LLC, which was registered in the Northern District of Alabama, that resold industrial parts for the industrial and energy sectors, including U.S.-origin items to customers located outside of the United States.

2. Iranian Company-1 was located in Tehran, Iran and was an importer of industrial equipment, including control and manual valves. HUNT procured U.S.-origin items for Iranian Company-1.

3. Iranian Company-2 was located in Tehran, Iran, was a vendor of industrial products to Iranian consumers, and provided sourcing, procurement, and transport to Iran's oil, gas, and petrochemical industries. HUNT procured U.S.-origin items for Iranian Company-2.

**The International Emergency Economic Powers Act and
the Iranian Transactions and Sanctions Regulations**

4. The International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1701-1706, authorized the President of the United States to impose economic sanctions on a foreign country in response to an unusual or extraordinary threat to the national security, foreign policy, or economy of the United States when the President declares a national emergency with respect to that threat. Pursuant to the authority under IEEPA, the President and the executive branch have issued executive orders and regulations governing and prohibiting certain transactions with Iran by U.S. persons or involving U.S.-origin goods.

5. On March 15, 1995, the President issued Executive Order 12957, finding that "the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States" and declaring "a national emergency to deal with that threat." The

President subsequently issued Executive Orders 12959 and 13059 (collectively, with Executive Order 12957, the “Executive Orders”) clarifying the original declaration of a national emergency and imposing a comprehensive trade and financial embargo on Iran. Since 1997, the President has continued the national emergency with respect to Iran.

6. To implement the Executive Orders, the U.S. Department of the Treasury, through its Office of Foreign Assets Control (“OFAC”), issued the Iranian Transactions and Sanctions Regulations (“ITSR”) (31 C.F.R. Part 560). With certain limited exceptions not applicable here, absent prior authorization or a license from OFAC, the ITSR prohibit, among other things: (1) the export, reexport, sale, or supply, directly or indirectly, of any goods, technology, or services from the United States, or by a U.S. person wherever located, to Iran; and (2) the engagement by a U.S. person in any transaction or dealing in or related to goods, technology, or services for export, reexport, sale, or supply, directly or indirectly, to Iran. These regulations further prohibit any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the prohibitions contained in the ITSR, including the unauthorized export of goods from the United States to a third country if the goods are intended or destined for Iran. *See* 31 C.F.R. §§ 560.203-560.206.

Export and Shipping Records

7. Pursuant to U.S. law and regulations, exporters or their authorized agents, such as shippers or freight forwarders, are required to file certain forms and declarations concerning the export of goods and technology from the United States. Typically, those documents are filed electronically through the Automated Export System (“AES”), which is administered by the U.S. Department of Homeland Security, Customs and Border Protection (“CBP”).

8. The Electronic Export Information (“EEI”) (formerly known as the Shipper’s Export Declaration (“SED”)) is the required documentation submitted to the U.S. Government through the AES in connection with an export shipment from the United States. Exporters or their authorized agents are required to file accurate and truthful EEI for every export of goods from the United States with a value of \$2,500 or more. The EEI also is required regardless of the value of the goods if the goods require an export license. 15 C.F.R. §§ 758.1, 30.2.

9. A material part of the EEI and AES, as well as other export filings, is information concerning the end user and ultimate destination of the export. The identity of the end user may determine whether the goods: (a) may be exported without any specific authorization or license from the U.S. Government; (b) may be exported with the specific authorization or license from the U.S. Government; or (c) may not be exported from the United States.

10. The purpose of these requirements is to strengthen the U.S. Government's ability to prevent the export of certain items to unauthorized destinations and end users because the EEI and AES aid in targeting, identifying, and when necessary, confiscating suspicious or illegal shipments prior to exportation. 15 C.F.R. § 30.1(b).

COUNT ONE

**Conspiracy to Commit Offenses Against the United States
(18 U.S.C. § 371)**

11. Between at least in or about 2015 and continuing to the present, the exact dates being unknown to the Grand Jury, in the Northern District of Alabama and elsewhere, Defendant RAY HUNT did knowingly and willfully combine, conspire, confederate, and agree with others known and unknown to the Grand Jury, including individuals associated with Iranian Company-1 and Iranian Company-2, to commit offenses against the United States, more particularly:

- a. to willfully export, attempt to export, and cause the export of goods, technology, and services from the United States to Iran, and to willfully engage in any transaction or dealing in or related to goods, technology, and services for exportation, reexportation, sale, or supply, directly or indirectly, to Iran, without first having obtained the required licenses and authorizations from OFAC, in violation of

Title 50, United States Code, Section 1705, and Title 31, Code of Federal Regulations, Sections 560.203 through 560.206;

- b. to knowingly fail to file and submit false and misleading export information through the EEI and the AES, and cause the same, in violation of Title 13, United States Code, Section 305; and
- c. to fraudulently and knowingly export and send and attempt to export and send from the United States merchandise, articles, and objects contrary to laws and regulations of the United States, and receive, conceal, buy, sell, and facilitate the transportation, concealment, and sale of such merchandise, articles, and objects, prior to exportation, knowing the same to be intended for exportation contrary to laws and regulations of the United States, in violation of Title 18, United States Code, Section 554.

Objects of the Conspiracy

- 12. The objects of the conspiracy were:
 - a. to acquire goods from the United States, that is industrial parts used in the oil and gas industry that were manufactured and sold in the United States, on behalf of Iranian purchasers and for supply to end users in Iran;

- b. to export U.S.-origin items directly or indirectly to the country of Iran;
- c. to conceal the prohibited activities and transactions from detection by the U.S. Government so as to avoid penalties and disruption of the illegal activities;
- d. to profit through these illegal activities; and,
- e. to evade the prohibitions and licensing requirements of the IEEPA and ITSR.

Manner and Means of the Conspiracy

13. Defendant HUNT and other co-conspirators known and unknown to the Grand Jury used the following manner and means, among others, to accomplish the objects of the conspiracy:

- a. HUNT and other co-conspirators, including individuals associated with Iranian Company-1 and Iranian Company-2, planned and acted inside and outside of the United States to acquire goods from the United States;
- b. HUNT and other co-conspirators, including individuals associated with Iranian Company-1 and Iranian Company-2, used email and other means to communicate;

- c. Individuals associated with Iranian Company-1 and Iranian Company-2 solicited purchase orders for U.S. goods from customers operating in Iran for the purchase and shipment of said goods to Iran, including through the United Arab Emirates (“UAE”) and Turkey;
- d. Individuals associated with Iranian Company-1 and Iranian Company-2 transmitted these purchase orders from Iranian customers to HUNT in the United States for fulfillment;
- e. HUNT, from locations inside the United States, including within the Northern District of Alabama, purchased items from companies in the United States to fulfill the orders from Iranian companies, including by providing false information to the U.S. companies;
- f. HUNT and other co-conspirators, including individuals associated with Iranian Company-1 and Iranian Company-2, arranged for shipment of the U.S. goods from the United States to transshippers in the UAE and Turkey for subsequent onward shipment to Iran;
- g. HUNT and other co-conspirators, including individuals associated with Iranian Company-1 and Iranian Company-2, used the UAE and Turkish companies as transshippers to conceal that the end users were in Iran;

- h. HUNT falsified export and shipping records regarding shipments from the United States, including by providing materially false information to the shippers and freight forwarders, to conceal the true value of the goods and to conceal that the ultimate destination and end users of the goods were in Iran;
- i. Individuals associated with Iranian Company-1 and Iranian Company-2 transferred funds for the purchase and shipment of the goods through bank accounts in the UAE and Turkey to HUNT's bank accounts in the United States; and,
- j. HUNT and other co-conspirators, including individuals associated with Iranian Company-1 and Iranian Company-2, caused the U.S. goods to be exported from the United States to individuals and entities in Iran through the UAE and Turkey without obtaining authorization or a license from OFAC.

Overt Acts in Furtherance of the Conspiracy

14. In furtherance of the conspiracy and to achieve the objects thereof, Defendant HUNT and others committed and caused to be committed the following overt acts, among others, in the Northern District of Alabama and elsewhere:

Export of Ranger Hydro-Chem Firefighting Nozzle

15. On or about July 10, 2017, HUNT emailed to Iranian Company-1 a Vega Tools quotation for a Ranger Hydro-Chem Firefighting Nozzle (hereinafter, “Nozzle”) with a sales price of \$3,169.00. HUNT also created a Vega Tools invoice addressed to Iranian Company-1 for the Nozzle for \$3,169.00 dated July 10, 2017.

16. On or about September 16, 2017, HUNT emailed Iranian Company-1 confirming that he had placed the order with his U.S. supplier and requesting a purchase order for the Nozzle.

17. On or about September 25, 2017, HUNT received a wire transfer for the Nozzle from a company in Istanbul, Turkey (“Turkish Company-1”).

18. On or about September 26, 2017, HUNT purchased the Nozzle from the U.S. supplier for \$2,269.00.

19. On or about November 20, 2017, HUNT exported the Nozzle from the United States. The commercial invoice falsely stated that the consignee was Turkish Company-1 and the country of ultimate destination was Turkey, when in fact the real end user was in Iran, and that the value of the Nozzle was \$1,267.33, which was significantly lower than HUNT’s sales price of \$3,169.00. The shipping label stated that no EEI was filed, despite an EEI being required for this export. The commercial invoice also stated:

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate

consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

20. HUNT communicated with Iranian Company-1 personnel at both Iranian Company-1 and Turkish Company-1 email addresses regarding some of his sales of U.S.-origin items to Iranian Company-1 in or about 2017.

Export of Fisher Sapphire Orifice Improved Shrouds

21. Between on or about April 2018 and October 2018, HUNT exchanged emails with personnel at Iranian Company-2, in which Iranian Company-2 requested that HUNT provide a quotation for two Fisher Sapphire Orifice Improved Shrouds and associated products (hereinafter “Shroud Products”).

22. On or about May 31, 2018, HUNT emailed a quotation to Iranian Company-2 for the Shroud Products for a total value of \$4,554.20.

23. On or about August 21, 2018, Iranian Company-2 emailed HUNT: “If delivery is real [sic] 2 weeks’ time, please get that 5000 USD [*i.e.*, U.S. Dollars] from [sic] your sister’s friend and we will pay to her family 9000 Tomans [*i.e.*, Iranian currency] per USD here. Please inform me.”

24. On or about August 25, 2018, Iranian Company-2 emailed HUNT that “our address for shipment” would be a logistics company in Istanbul, Turkey.

25. On or about August 26, 2018, Iranian Company-2 emailed its purchase order to HUNT for the Shroud Products for \$4,554.20 with the place of delivery as “USA Vega Tools office.” The purchase order included Iranian Company-2’s address in Tehran, Iran. Iranian Company-2 wrote in the email: “We paid for those 5000 USD here. So, please get it and start this project.”

26. On or about August 28, 2018, HUNT emailed a Vega Tools purchase order to a U.S. supplier for the Shroud Products for \$3,594.00. On or about August 31, 2018, the U.S. supplier emailed HUNT stating that HUNT’s payment had been processed for the U.S. supplier’s invoice.

27. On or about September 13, 2018, HUNT emailed to Iranian Company-2 a Vega Tools commercial invoice and packing list, which falsely listed the Shroud Products for \$654.28, which was significantly below HUNT’s sales price to Iranian Company-2 of \$3,594.00, and the consignee as the logistics company in Istanbul, Turkey.

28. On or about September 15, 2018, Iranian Company-2 emailed HUNT stating:

Please let us know if your friend in Turkey will be supposed [sic] to get this material, how much he will charge us for following:

Case 1: delivery this product to our friend’s office in Turkey.

Case 2: delivery it to us in Tehran.

29. On or about September 17, 2018, HUNT emailed Turkish Company-1 requesting a quotation for its fees and the customs charges for shipping the Shroud Products and stating that “we will pick it up from your office.” On or about the following day, HUNT emailed another transhipper requesting a quotation to ship these goods from the United States to Dubai or to Bahrain so that the customer could calculate all of the fees and value-added taxes.

30. On or about September 26, 2018, a U.S. shipping company emailed HUNT informing him that it would be the freight forwarder for HUNT’s customer in Turkey and attaching the Vega Tools commercial invoice for shipment of the Shroud Products to Turkey. HUNT replied by providing the requested additional information.

31. On or about October 3, 2018, the U.S. shipping company emailed to HUNT shipping labels to ship the Shroud Products from Vega Tools to the U.S. shipping company. HUNT coordinated with the U.S. shipping company for the Shroud Products package to be picked up at Vega Tools’s office and shipped to the U.S. shipping company for onward shipment.

32. On or about October 3, 2018, Iranian Company-2 emailed HUNT, stating: “Dear Ray, Please cooperate with shipping company and give attached product to them.” HUNT replied: “I did.”

Export of Masoneilan Control Valves

33. On or about February 26, 2018, Iranian Company-2 in Iran emailed HUNT requesting a quotation for two Masoneilan control valves and associated parts (hereinafter “Control Valves”).

34. Also, on or about February 26, 2018, HUNT requested a quotation from an initial U.S. supplier for the Control Valves. The supplier responded asking what the end destination was because the manufacturer was asking for this information on all inquiries; HUNT replied that the end destination was Huntsville, Alabama.

35. On or about November 12, 2018, Iranian Company-2 emailed to HUNT its purchase order for the Control Valves for \$14,675.00 to Vega Tools, attention HUNT, dated November 12, 2018, with a delivery time of 10-11 weeks to be paid 50% in advance and the balance before delivery.

36. Also on or about November 12, 2018, HUNT emailed the Vega Tools purchase order to a U.S. supplier for the Control Valves for \$10,277.88 for shipment to Vega Tools in Alabama.

37. On or about January 28, 2019, Vega Tools received the first wire transfer payment through a UAE bank account for the “purchase of construction tools.”

38. On or about February 19, 2019, Iranian Company-2 emailed HUNT, stating in English: “Attached please see balanced payment for MASONEILAN.”

Attached to the email was a record of a wire transfer of \$9,000 USD with a transfer date of February 20, 2019, from an account in the UAE to Vega Tools in Huntsville, Alabama for “prepayment for tools.”

39. On or about February 26, 2019, Iranian Company-2 emailed HUNT, stating in English: “For Masoneilan please issue invoice and packing to below consignee information. Note: please make invoice as total price of 1420 USD.” The message included consignee information for a company in a free trade zone in the UAE (“UAE Company-1”).

40. On or about March 5, 2019, HUNT emailed to Iranian Company-2 the Vega Tools commercial invoice and packing list, which were addressed to UAE Company-1 and valued the Control Valves at \$1,420.00, as instructed by Iranian Company-2. This declared value was significantly below HUNT’s sales price to Iranian Company-2 of \$14,675.00.

41. On or about March 8, 2019, HUNT transferred the Control Valves to a shipping company to export from the United States. The shipping label falsely stated that the customs value was \$1,420.00, that the end destination was a free trade zone in the UAE, and that no EEI was required, despite an EEI being required for this export.

42. On or about March 13, 2019, HUNT emailed to Iranian Company-2 the Certificate of Origin certifying that the country of origin of the Control Valves was the United States of America.

Export of Global GT-80 Grade Coiled Tubing

43. Between on or about August 5, 2019 and August 8, 2019, HUNT received emails regarding his July 31, 2019 purchase of a Global GT-80 Grade Coiled Tubing (hereinafter “Coiled Tubing”) from a U.S.-based reseller. HUNT forwarded these emails to a known Iranian Company-1 employee at a company in Istanbul, Turkey (“Turkish Company-2”).

44. The U.S.-based reseller created an invoice for the sale of the Coiled Tubing to HUNT at Vega Tools for \$25,410.00 dated August 5, 2019. The invoice stated:

If the buyer intends to ship the item out of the United States, the buyer is responsible for compliance with U.S. export regulations, including making an automated export system or other filing with the U.S. government, and is to contact [the U.S.-based reseller] to receive information needed for any such filing.

45. On or about August 8, 2019, HUNT emailed a Vega Tools invoice—which priced the Coiled Tubing at \$35,232.00, was addressed to another entity in Istanbul, Turkey, and was dated August 8, 2019—to the Iranian Company-1 employee at the Turkish Company-2 email address and another individual. On or

about the same day, HUNT emailed his U.S. bank account number and a link to the U.S.-based reseller's website for the Coiled Tubing to the other individual.

46. On or about August 21, 2019, HUNT received a wire transfer of \$35,220.00 from the entity in Istanbul, Turkey that HUNT invoiced on August 8, 2019.

47. Between on or about August 28, 2019 and September 12, 2019, HUNT emailed to the Iranian Company-1 employee at different email addresses various versions of the Vega Tools commercial invoice and packing list with different consignees in Turkey and the UAE and different prices for the Coiled Tubing, ultimately selecting a company in a free trade zone in the UAE ("UAE Company-2") and \$9,359.00, which was significantly lower than HUNT's sales price of \$35,232.00.

48. HUNT signed and provided to an international freight company a Shipper's Letter of Instruction ("SLI") dated September 16, 2019, which falsely listed UAE Company-2 as the ultimate consignee and direct consumer, the value of the Coiled Tubing as \$9,359.00, and "N/A" for export license required. The SLI, signed by HUNT, stated:

I certify that the statements made and all information contained herein are true and correct. I understand that civil and criminal penalties, including forfeiture and sale may be imposed for making false and fraudulent statements herein., failing to provide the requested information or for violation of U.S. laws on exportation (13 U.S.C. Sec. 305; 22 U.S.C. Sec. 401, 18 U.S.C. Sec. 1001, 50 U.S.C. app. 2410).

49. On or about September 19, 2019, HUNT exported the Coiled Tubing from the United States. The EEI, filed on or about September 17, 2019, falsely listed UAE Company-2 as the ultimate consignee and the UAE as the country of ultimate destination, when in fact the ultimate consignee was in Iran. The Coiled Tubing was classified as oil well tubing under the Harmonized Tariff Schedule of the United States, and the EEI stated that no export license was required, even though an export license was required for this export that was destined to Iran.

50. Between on or about October 11, 2019, and October 30, 2019, while the item was in transit from the United States, HUNT emailed the international freight company to request that it change the ultimate consignee to a clearing and forwarding company at a P.O. Box in the UAE and then to another entity at a P.O. Box in the UAE. The EEI was not updated to reflect this change.

Export with False Customs Value

51. On or about December 3, 2019, HUNT emailed with a U.S.-based shipper, requesting a quotation to ship a 3x4-inch valve and other parts from the United States to a company in Turkey. HUNT attached a Vega Tools commercial invoice stating that those items had a total value of \$4,014.74.

52. On or about December 5, 2019, the U.S.-based shipper notified HUNT that all international shipments with a value of over \$2,500 require filing an EEI and attached an EEI filing authorization form and instructions on EEI reporting, which

described how to fill out the export license number, the ultimate consignee, and the correct value.

53. On or about December 6, 2019, HUNT emailed to the U.S.-based shipper a revised Vega Tools commercial invoice with the total value reduced to \$2,465.74, which was just below the \$2,500 value threshold for the EEI filing requirement.

54. Relying on HUNT's revised commercial invoice, the U.S.-based shipper created corresponding shipping documents with an export date of December 6, 2019. The commercial invoice stated that: "These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US Law prohibited" and that "I hereby certify that this invoice shows the actual price of goods described, that no other invoice has been issued, and that all particulars are true and correct."

55. On or about December 10, 2019, HUNT exported these items from the United States without filing the required EEI.

Failure to Obtain a License

56. At no time did any person or entity apply for or obtain a required license from OFAC for the transactions alleged herein.

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

COUNTS TWO through FIVE
Unlawful Export of U.S.-Origin Goods to Iran
(50 U.S.C. § 1705)

57. The factual allegations in paragraphs 1-56 are hereby realleged and incorporated as if set forth here in their entirety.

58. On or about the dates listed for each count, in the Northern District of Alabama and elsewhere, Defendant,

RAY HUNT

knowingly and willfully exported and attempted to export and caused to be exported from the United States to Iran the items identified for each count, and knowingly and willfully engaged in transactions and dealings in and related to such items for exportation, reexportation, sale, and supply, without first having obtained the required authorization and license from OFAC, in violation of Title 50, United States Code, Section 1705; Title 31, Code of Federal Regulations, Sections 560.203 through 560.206; and Title 18, United States Code, Section 2.

59. The allegations in paragraphs 57 and 58 are hereby realleged for each of counts 2 through 5 as if set forth there in their entirety.

Count	Approximate Date of Export	Exported Items
2	November 20, 2017	1 Ranger Hydro-Chem Firefighting Nozzle
3	October 2018	2 Fisher Sapphire Orifice Improved Shrouds and associated parts
4	March 8, 2019	2 Masoneilan Control Valves and associated parts
5	September 19, 2019	1 Global GT-80 Grade Coiled Tubing

**COUNTS 6 through 10
Smuggling Goods from the United States
(18 U.S.C. § 554)**

60. The factual allegations in paragraphs 1-56 are hereby realleged and incorporated as if set forth there in their entirety.

61. On or about the dates listed for each count, in the Northern District of Alabama and elsewhere, Defendant,

RAY HUNT

fraudulently and knowingly exported and sent and attempted to export and send from the United States the merchandise, articles, and objects identified in each count, and fraudulently and knowingly received, concealed, bought, sold, and facilitated the transportation, concealment, and sale of such merchandise, articles, and objects, prior to exportation, knowing the same to be intended for exportation contrary to the laws and regulations of the United States, to wit, Title 50, United States Code, Section 1705; Title 31, Code of Federal Regulations, Sections 560.203 through

560.206; and Title 13, United States Code, Section 305. All in violation of Title 18, United States Code, Sections 554 and 2.

62. The allegations in paragraphs 60 and 61 are hereby realleged for each of counts 6 through 10 as if set forth there in their entirety.

Count	Approximate Date of Export	Exported Items
6	November 20, 2017	1 Ranger Hydro-Chem Firefighting Nozzle
7	October 2018	2 Fisher Sapphire Orifice Improved Shrouds and associated parts
8	March 8, 2019	2 Masoneilan Control Valves and associated parts
9	September 19, 2019	1 Global GT-80 Grade Coiled Tubing
10	December 10, 2019	1 3x4-inch valve and other parts

**COUNTS 11 through 15
Submitting False or Misleading Export Information
(13 U.S.C. § 305)**

63. The factual allegations in paragraphs 1-56 are hereby realleged and incorporated as if set for there in their entirety.

64. On or about the dates listed in each count, in the Northern District of Alabama and elsewhere, Defendant,

RAY HUNT

knowingly and willfully failed to file and submitted false and misleading export information through the Electronic Export Information and the Automated Export System in connection with the exported items identified in each count and caused

the failure to file and the submission of such false and misleading information, in violation of Title 13, United States Code, Section 305, and Title 18, United States Code, Section 2.

65. The allegations in paragraphs 63 and 64 are hereby realleged for each of counts eleven through fifteen as if set forth there in their entirety.

Count	Approximate Date of Export	Exported Items
11	November 20, 2017	1 Ranger Hydro-Chem Firefighting Nozzle
12	October 2018	2 Fisher Sapphire Orifice Improved Shrouds and associated parts
13	March 8, 2019	2 Masoneilan Control Valves and associated parts
14	September 19, 2019	1 Global GT-80 Grade Coiled Tubing
15	December 10, 2019	1 3x4-inch valve and other parts

**FIRST NOTICE OF FORFEITURE
(18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))**

66. The allegations contained in counts 1 through 10 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

67. Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), upon conviction of any of the following:

- a. Title 18, United States Code, Section 371, conspiracy to violate Title 50, United States Code, Section 1705; Title 31, Code of Federal

Regulations, Sections 560.203 through 560.206; Title 13, United States Code, Section 305; or Title 18, United States Code, Section 554;

- b. Title 50, United States Code, Section 1705;
- c. Title 18, United States Code, Section 554;

Defendant,

RAY HUNT,

shall forfeit to the United States of America any property, real or personal, involved in, facilitating, or which constitutes or is derived from proceeds traceable to said violations.

68. If any of the property described above, as a result of any act or omission of the Defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided 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 28, United States Code, Section 2461(c).

**SECOND NOTICE OF FORFEITURE
(13 U.S.C. § 305(a)(3))**

69. The allegations contained in counts eleven through fifteen of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 13, United States Code, Section 305(a)(3).

70. Pursuant to Title 13, United States Code, Section 305(a)(3), upon conviction under Title 13, United States Code, Section 305, Defendant,

RAY HUNT,

shall, in addition to any other penalty under the statute, forfeit to the United States:

- a. all 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. all 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. all property constituting, or derived from, any proceeds obtained directly or indirectly as a result of the violation.

A TRUE BILL

/s/ Electronic Signature

FOREPERSON OF THE GRAND JURY

PRIM F. ESCALONA
United States Attorney

/s/ Electronic Signature

HENRY CORNELIUS
JONATHAN "JACK" HARRINGTON
Assistant United States Attorneys

EMMA ELLENRIEDER
ADAM BARRY
Trial Attorneys
National Security Division
U.S. Department of Justice