

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

In the Matter of:

Eric Baird
647 Norsota Way
Sarasota, FL 34242

16-BIS-0002

Respondent

ORDER RELATING TO
ERIC BAIRD

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Eric Baird, of Sarasota, Florida (“Baird”), that it has initiated an administrative proceeding against Baird pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),¹ through the issuance of an Amended Charging Letter to Baird that alleges that Baird committed one hundred sixty-six (166) violations of the Regulations.² Specifically, the charges are:

¹ The Regulations originally issued under the Export Administration Act of 1979, as amended, 50 U.S.C. §§ 4601-4623 (Supp. III 2015) (“the EAA”), which lapsed on August 21, 2001. The President, through Executive Order 13,222 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, 2018 (83 Fed. Reg. 39,871 (Aug. 13, 2018)), continued the Regulations in full force and effect under the International Emergency Economic Powers Act, 50 U.S.C. § 1701, et seq. (2012) (“IEEPA”). On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, Pub. L. 115-232, tit. 17, subtitle B, 132 Stat. 2208 (2018) (“ECRA”). While Section 1766 of ECRA repeals the EAA (except for three sections which are inapplicable here), Section 1768 of ECRA provides, in pertinent part, that all rules and regulations that were made or issued under the EAA, including as continued in effect pursuant to IEEPA, and were in effect as of ECRA’s date of enactment (August 13, 2018), shall continue in effect according to their terms until modified, superseded, set aside, or revoked through action undertaken pursuant to the authority provided under ECRA.

² The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2018). The charged violations occurred in 2011-2013. The Regulations governing the violations at issue are found in the 2011-2013 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2018 Regulations set forth the procedures that apply to this matter.

Charges 1-166 15 C.F.R. § 764.2(b) – Causing, Aiding or Abetting a Violation

1. On at least one hundred sixty-six (166) occasions beginning on or about August 1, 2011, and continuing through on or about January 7, 2013, Baird caused, aided, abetted, commanded, induced and/or permitted (“caused, aided or abetted”) the doing of an act prohibited by, or the omission of an act required by, the Regulations. As further alleged below, Baird caused, aided or abetted the filing of false or misleading export control documents, namely Shipper’s Export Declarations and Automated Export System filings (“SED/AES filings”), and the failure to make required SED/AES filings, in connection with the export or attempted export of items subject to the Regulations. Baird also caused, aided or abetted the export and attempted export without the required BIS licenses of items subject to the Regulations and listed on the Commerce Control List (“CCL”).
2. At all times pertinent hereto, Baird was Chief Executive Officer (“CEO”) of Access USA Shipping, LLC, d/b/a MyUS.com and f/k/a Access USA Shipping, Inc. (“Access”), a company originally registered in Florida that he founded in 1997. Baird was directly or indirectly Access’s primary shareholder until on or about August 28, 2012. After a partial sale of Access on or about August 28, 2012, Baird continued to serve as its CEO and maintained a minority equity stake in the company with the right to appoint two members of Access’s board of directors. Baird was replaced as CEO of Access in or about September 2013. Baird’s interests, however, were not fully divested until on or about March 22, 2016, at which time he no longer had an equity interest in Access or the right to appoint board members.
3. Access provided foreign customers with a U.S. physical address for items purchased from U.S. merchants for ultimate export from the United States. For a fee, Access provided such customers a “suite,” which was a designated place or space at Access’s warehouse facilities to which customers could have items delivered from U.S. merchants. When Access received items that a foreign customer had ordered from a U.S. merchant, Access employees entered into Access’s order management system information regarding the name of the merchant, shipment tracking number, a detailed description of the item, and the value of the item. Before the shipment was exported from the United States, however, Access employees would revise the original item information, including the item’s value and/or its description, to generate an invoice that contained false or misleading information for use in connection with the export of the items. At times, Access’s order system included account notes that directed packaging or price tags be removed or that a shipment’s declared value be kept below a certain dollar amount.
4. Baird established, directed, controlled, and/or authorized Access’s policy and practice of falsifying the value and description of items being exported or intended for export, including items listed on the CCL. Baird also at times personally participated in the undervaluing and mis-description of such items.

5. Access routinely undervalued items using multiple different strategies or schemes, including, for example, by lowering values of items by 25%-50% depending on the country of destination. The extent of undervaluation reached or exceeded 75% on some occasions, and for some customers maximum declared values of no more than, for example, \$50 or \$100, were used, regardless of the true value of the items.
6. Similarly, on numerous occasions, descriptions of CCL items or other items subject to the Regulations were altered to help avoid export control scrutiny and detection by law enforcement, including on occasions when the items also were undervalued. For example, a night vision lens converter was described as “camera lenses”; laser sights as “tools and hardware”; and rifle scopes as “sporting goods” or “tools, handtools.” In one instance, rifle stocks and grips were described as “toy accessories.” Access’s October 2010 and October 2012 Customer Service Training Manuals illustrate the pervasiveness of altering descriptions of items, in part, to avoid export control scrutiny and detection, including those related to firearms and related parts that were considered prohibited or restricted items.
7. Baird also established, directed, controlled, and/or authorized Access’s “personal shopper program” or “alternative program.” Under this program, Access or an Access employee was presented to U.S. merchants as the purchaser and/or end-user of the items in situations where foreign customers were seeking products from U.S. merchants that did not accept foreign payment methods or had raised concerns that Access was not an end user and refused to sell or ship to Access because they wished to prevent the export of their goods, such as companies that sell weapons or weapon parts. Through this evasive program, Access purchased items for export to its foreign customers without informing the U.S. merchants that the items were intended for export. Foreign customers would email an Access employee their shopping list, and the Access employee would purchase the items using credit cards in Baird’s name, or using a credit card account or other payment mechanisms opened in the name of the individual employee, whom Access would subsequently reimburse. At times, shipments were delivered to the homes of Access employees so that, in addition to being misled to believe that a domestic customer was involved, the U.S. merchant would be misled to believe that Access itself was not involved in the transaction.
8. As part of this “personal shopper program,” Baird directed or authorized Access employees to use his credit cards and driver’s license information to make purchases of items for export. In addition, Baird personally asked Access employees to apply for credit card accounts and have customer deliveries sent to their personal addresses to make the shipments appear as if they were for domestic customers.

9. At all times relevant hereto, Baird knew of the Regulations and Access's export control compliance obligations, including the need for items to be accurately valued and described for purposes of SED/AES filing requirements and the need to determine licensing requirements. Baird received this information through, for example, outreach visits from and other communications with BIS special agents and other federal law enforcement agents, as well as at various occasions through other Access officials or personnel and through companies that regularly served as freight forwarders or carriers in connection with export transactions involving Access.
10. For example, on or about July 11, 2007, BIS's Office of Export Enforcement ("OEE") conducted an outreach visit to Access, during which a BIS Special Agent provided detailed oral and written information regarding compliance with the EAR and other U.S. export control laws and regulations. As part of this outreach visit, the BIS Special Agent met with Baird, including explaining that items should be checked for export license requirements and that customers should be screened. In addition, Access documents indicate that by no later than January 2008, Baird knew that false or misleading statements on SED/AES filings could lead to penalties of up to \$250,000 per violation,³ and that by March 2008, Baird knew that a SED/AES filing must be made for each export when the value of the items under a single Schedule B number is more than \$2,500.⁴ Access subsequently received Shield America outreach visits from the Department of Homeland Security, Homeland Security Investigations ("HSI") on March 27, 2009, June 9, 2010, and January 10, 2012, respectively, during which HSI special agents provided compliance information. Baird attended the January 10, 2012 outreach visit. In addition, the BIS Special Agent provided detailed information on properly valuing items on export control documents during a telephone discussion with CEO Eric Baird on January 18, 2012, and a related follow-up email with him.
11. Access documents also include correspondence among Baird and Access's then-Chief Technology Officer ("CTO") and other company officials indicating that Baird remained fully aware at and around the time of the violations alleged herein of SED/AES filing requirements and the potential significant sanctions for false or misleading statements on SED/AES filings. In emails in September 2011 to Baird, the CTO, who is Baird's sister, provided information on a BIS enforcement case involving false or misleading reporting of declared value on export documents. In an email dated September 20, 2011, she included information

³ The maximum penalty figure that currently applies in this case is \$295,141 per violation. *See* 15 C.F.R. 6.3(b); 83 Fed. Reg. 706 (Jan. 8, 2018). Since January 2008, the maximum penalties have been adjusted for inflation multiple times pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015. *See also* 15 C.F.R. § 6.5.

⁴ A Schedule B number is a ten-digit number used in the United States to classify physical goods for export to another country.

describing BIS's imposition of civil penalties as part of the settlement of a case involving repeat undervaluing of exports on Shipper's Export Declarations and stated, inter alia: "I will not be a party to [undervaluation]. I know we're doing it now. I know we have the means to avoid doing it. I know we are WILLINGLY AND INTENTIONALLY breaking the law." (Emphasis in original). In the same email chain later that day, Baird suggested that Access could undervalue by 25% and if Access was "warned by [the U.S.] government," then it "can stop ASAP."

12. Baird, however, did not stop Access's undervaluing of exports or its or his related violations of the Regulations. Rather, almost immediately following this September 20, 2011 email exchange, Baird and the CTO discussed on September 21, 2011, how Access's order system would be modified to either automatically or manually undervalue where there was no merchant invoice. The order system would be and was in fact modified to enable undervaluing by a set percentage based on the country of destination for the export, if there was no U.S. merchant's invoice or no value listed on the U.S. merchant's invoice. Additionally, when a U.S. merchant's invoice was included in a package received from a U.S. merchant, Access would remove the invoice at its customer's request, both before and after the September 2011 modification of the order system.
13. While Access for a short time did reduce the extent it engaged in its unlawful undervaluing activities, it fully resumed and even expanded those activities in no later than January 2012, pursuant to Baird's direction and/or authorization. Beginning no later than on or about January 16, 2012, Baird directed or authorized that Access customers be notified that Access's order system was being modified to remove the recent limitation on undervaluing and that Access would work together with them so that false values could be declared and undervalued to the extent of the customers' choosing.
14. In doing the foregoing, Baird caused, aided or abetted Access, as well as forwarders and carriers involved in export transactions with Access, to make false or misleading SED/AES filings with the U.S. Government. Such false or misleading filings violate Section 764.2(g) of the Regulations. Baird also caused, aided or abetted the failure by Access and its forwarders and carriers to make required SED/AES filings. The failure to make a required SED/AES filing violates Section 764.2(a) of the Regulations. Baird also caused, aided or abetted the export and attempted export of items classified under Export Control Classification Number ("ECCN") 0A987 and controlled for Crime Control reasons without the BIS licenses required pursuant to Section 742.7 of the Regulations to export the items to Argentina, Austria, Hong Kong, Indonesia, Libya, Saudi Arabia, South Africa and Yemen. Such unlicensed exports and attempted exports violated Section 764.2(a) and 764.2(c), respectively, of the Regulations.
15. In so doing, Baird committed one hundred sixty-six violations of Section 764.2(b) of the Regulations.

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

WHEREAS, I have taken into consideration the admission of liability by Baird set forth in the Settlement Agreement with regard to the violations in the Amended Charging Letter;

WHEREAS, I have also taken into consideration the plea agreement that Baird has entered into with the U.S. Attorney's Office for the Middle District of Florida ("the plea agreement"); and

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

FIRST, Baird shall be assessed a civil penalty in the amount of \$17,000,000. Baird shall pay the U.S. Department of Commerce \$10,000,000 not later than 30 days from the date of this Order. Payment of the remaining \$7,000,000 shall be suspended for a period of five (5) years from the date of this Order, and thereafter shall be waived, provided that during this five-year payment probationary period, Baird has made full and timely payment of \$10,000,000 as set forth above and has otherwise complied with the provisions of the Settlement Agreement and this Order, has complied in full with the plea agreement and any sentence imposed upon him following his conviction, and has committed no violation of the Export Control Reform Act of 2018 ("ECRA")⁵ or the Regulations or any order, license, or authorization issued thereunder. If Baird fails to comply with the terms of the Settlement Agreement or of this Order, or the terms of the

⁵ See note 1, *supra*.

plea agreement or sentence, or commits a violation of ECRA or the Regulations or any order, license, or authorization issued thereunder, during the five-year payment probationary period under this Order, the suspension of the civil penalty may be modified or revoked by BIS and the remaining \$7,000,000 may become due and owing immediately.

SECOND, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2012)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, Baird will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, for a period of five (5) years from the date of this Order, Eric Baird, with a last known address of 647 Norsota Way, Sarasota, FL 34242, and when acting for or on his behalf, his successors, assigns, representatives, agents, or employees (hereinafter collectively referred to as the “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 engaging in any other activity subject to the Regulations; or

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

FOURTH, 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.

FIFTH, after notice and opportunity for comment as provided in Section 766.23 of the Regulations, any person related to the Denied Person by ownership, control, position of responsibility, affiliation, or other connection in the conduct of trade or business may also be made subject to the provisions of this Order.

SIXTH, the five-year denial period set forth above shall be active for a period of four (4) years from the date of this Order. As authorized by Section 766.18(c) of the Regulations, the remaining one (1) year of the denial period shall be suspended, and shall thereafter be waived five (5) years from the date of this Order, provided that Baird has made full and timely payment as set forth above, has otherwise complied with the provisions of the Settlement Agreement and this Order, has complied with the plea agreement and any sentence imposed upon or following the entry of his plea and conviction, and has committed no other violation of ECRA or the Regulations or any order, license, or authorization issued thereunder. If Baird does not make full and timely payment as set forth above or otherwise fails to comply with the Settlement Agreement or this Order, does not fully and timely comply with the plea agreement or sentence, or commits another violation of ECRA or the Regulations or any order, license, or authorization issued thereunder, the suspension of the remaining one year of the denial period may be modified or revoked by BIS. If Baird fails to comply with any of the

above conditions after the four-year active portion of the denial period but before five years from the date of this Order, the full one year suspended portion of the denial order may be imposed from the date BIS determines such violation occurred, and any license issued pursuant to ECRA or the Regulations in which the Denied Person has an interest at that time will be revoked.

SEVENTH, Baird shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Amended Charging Letter or this Order.

EIGHTH, the Amended Charging Letter, the Settlement Agreement, and this Order shall be made available to the public.

NINTH, this Order shall be served on Baird, and shall be published in the *Federal Register*.

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



DOUGLAS HASSEBROCK
Director, Office of Export Enforcement,
performing the non-exclusive functions and
duties of the Assistant Secretary of
Commerce for Export Enforcement

Issued this 14th day of December, 2018.

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

In the Matter of:

Eric Baird
647 Norsota Way
Sarasota, FL 34242

16-BIS-0002

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Eric Baird, of Sarasota, Florida (“Baird”), and the Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) (collectively, the “Parties”), pursuant to Section 766.18(b) of the Export Administration Regulations (the “Regulations”),¹ issued pursuant to the Export Administration Act of 1979, as amended (the “Act”).²

WHEREAS, BIS has initiated an administrative enforcement proceeding against Baird, pursuant to the Act and the Regulations;

WHEREAS, BIS has issued an Amended Charging Letter to Baird that alleges

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² 50 U.S.C. §§ 4601-4623 (Supp. III 2015). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13,222 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 15, 2017 (82 Fed. Reg. 39,005 (Aug. 16, 2017)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, et seq.) (2012).

that Baird committed one hundred sixty-six (166) violations of the Regulations,
specifically:

Charges 1-166 15 C.F.R. § 764.2(b) – Causing, Aiding or Abetting a Violation

1. On at least one hundred sixty-six (166) occasions beginning on or about August 1, 2011, and continuing through on or about January 7, 2013, Baird caused, aided, abetted, commanded, induced and/or permitted (“caused, aided or abetted”) the doing of an act prohibited by, or the omission of an act required by, the Regulations. As further alleged below, Baird caused, aided or abetted the filing of false or misleading export control documents, namely Shipper’s Export Declarations and Automated Export System filings (“SED/AES filings”), and the failure to make required SED/AES filings, in connection with the export or attempted export of items subject to the Regulations. Baird also caused, aided or abetted the export and attempted export without the required BIS licenses of items subject to the Regulations and listed on the Commerce Control List (“CCL”).
2. At all times pertinent hereto, Baird was Chief Executive Officer (“CEO”) of Access USA Shipping, LLC, d/b/a MyUS.com and f/k/a Access USA Shipping, Inc. (“Access”), a company originally registered in Florida that he founded in 1997. Baird was directly or indirectly Access’s primary shareholder until on or about August 28, 2012. After a partial sale of Access on or about August 28, 2012, Baird continued to serve as its CEO and maintained a minority equity stake in the company with the right to appoint two members of Access’s board of directors. Baird was replaced as CEO of Access in or about September 2013. Baird’s interests, however, were not fully divested until on or about March 22, 2016, at which time he no longer had an equity interest in Access or the right to appoint board members.
3. Access provided foreign customers with a U.S. physical address for items purchased from U.S. merchants for ultimate export from the United States. For a fee, Access provided such customers a “suite,” which was a designated place or space at Access’s warehouse facilities to which customers could have items delivered from U.S. merchants. When Access received items that a foreign customer had ordered from a U.S. merchant, Access employees entered into Access’s order management system information regarding the name of the merchant, shipment tracking number, a detailed description of the item, and the value of the item. Before the shipment was exported from the United States, however, Access employees would revise the original item information, including the item’s value and/or its description, to generate an invoice that contained false or misleading information for use in connection with the export of the items. At times, Access’s order system included account notes that directed packaging or price tags be removed or that a shipment’s declared value be kept below a certain dollar amount.

4. Baird established, directed, controlled, and/or authorized Access's policy and practice of falsifying the value and description of items being exported or intended for export, including items listed on the CCL. Baird also at times personally participated in the undervaluing and mis-description of such items.
5. Access routinely undervalued items using multiple different strategies or schemes, including, for example, by lowering values of items by 25%-50% depending on the country of destination. The extent of undervaluation reached or exceeded 75% on some occasions, and for some customers maximum declared values of no more than, for example, \$50 or \$100, were used, regardless of the true value of the items.
6. Similarly, on numerous occasions, descriptions of CCL items or other items subject to the Regulations were altered to help avoid export control scrutiny and detection by law enforcement, including on occasions when the items also were undervalued. For example, a night vision lens converter was described as "camera lenses"; laser sights as "tools and hardware"; and rifle scopes as "sporting goods" or "tools, handtools." In one instance, rifle stocks and grips were described as "toy accessories." Access's October 2010 and October 2012 Customer Service Training Manuals illustrate the pervasiveness of altering descriptions of items, in part, to avoid export control scrutiny and detection, including those related to firearms and related parts that were considered prohibited or restricted items.
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their personal addresses to make the shipments appear as if they were for domestic customers.

9. At all times relevant hereto, Baird knew of the Regulations and Access's export control compliance obligations, including the need for items to be accurately valued and described for purposes of SED/AES filing requirements and the need to determine licensing requirements. Baird received this information through, for example, outreach visits from and other communications with BIS special agents and other federal law enforcement agents, as well as at various occasions through other Access officials or personnel and through companies that regularly served as freight forwarders or carriers in connection with export transactions involving Access.
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11. Access documents also include correspondence among Baird and Access's then-Chief Technology Officer ("CTO") and other company officials indicating that Baird remained fully aware at and around the time of the violations alleged herein of SED/AES filing requirements and the potential significant sanctions for false or misleading statements on SED/AES filings. In emails in September 2011 to

³ The maximum penalty figure that currently applies in this case is \$295,141 per violation. *See* 15 C.F.R. §§ 6.3(b)(4), 6.4; 83 Fed. Reg. 706 (Jan. 8, 2018). Since January 2008, the maximum penalties have been adjusted for inflation multiple times pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015. *See also* 15 C.F.R. § 6.5.

⁴ A Schedule B number is a ten-digit number used in the United States to classify physical goods for export to another country.

Baird, the CTO, who is Baird's sister, provided information on a BIS enforcement case involving false or misleading reporting of declared value on export documents. In an email dated September 20, 2011, she included information describing BIS's imposition of civil penalties as part of the settlement of a case involving repeat undervaluing of exports on Shipper's Export Declarations and stated, inter alia: "I will not be a party to [undervaluation]. I know we're doing it now. I know we have the means to avoid doing it. I know we are WILLINGLY AND INTENTIONALLY breaking the law." (Emphasis in original). In the same email chain later that day, Baird suggested that Access could undervalue by 25% and if Access was "warned by [the U.S.] government," then it "can stop ASAP."

12. Baird, however, did not stop Access's undervaluing of exports or its or his related violations of the Regulations. Rather, almost immediately following this September 20, 2011 email exchange, Baird and the CTO discussed on September 21, 2011, how Access's order system would be modified to either automatically or manually undervalue where there was no merchant invoice. The order system would be and was in fact modified to enable undervaluing by a set percentage based on the country of destination for the export, if there was no U.S. merchant's invoice or no value listed on the U.S. merchant's invoice. Additionally, when a U.S. merchant's invoice was included in a package received from a U.S. merchant, Access would remove the invoice at its customer's request, both before and after the September 2011 modification of the order system.
13. While Access for a short time did reduce the extent it engaged in its unlawful undervaluing activities, it fully resumed and even expanded those activities in no later than January 2012, pursuant to Baird's direction and/or authorization. Beginning no later than on or about January 16, 2012, Baird directed or authorized that Access customers be notified that Access's order system was being modified to remove the recent limitation on undervaluing and that Access would work together with them so that false values could be declared and undervalued to the extent of the customers' choosing.
14. In doing the foregoing, Baird caused, aided or abetted Access, as well as forwarders and carriers involved in export transactions with Access, to make false or misleading SED/AES filings with the U.S. Government. Such false or misleading filings violate Section 764.2(g) of the Regulations. Baird also caused, aided or abetted the failure by Access and its forwarders and carriers to make required SED/AES filings. The failure to make a required SED/AES filing violates Section 764.2(a) of the Regulations. Baird also caused, aided or abetted the export and attempted export of items classified under Export Control Classification Number ("ECCN") 0A987 and controlled for Crime Control reasons without the BIS licenses required pursuant to Section 742.7 of the Regulations to export the items to Argentina, Austria, Hong Kong, Indonesia, Libya, Saudi Arabia, South Africa and Yemen. Such unlicensed exports and attempted exports violated Section 764.2(a) and 764.2(c), respectively, of the Regulations.

15. In so doing, Baird committed one hundred sixty-six violations of Section 764.2(b) of the Regulations.

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

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

WHEREAS, the Parties enter into this Agreement having taken into consideration the plea agreement entered between Baird and the U.S. Attorney’s Office for the Middle District of Florida related to this matter (“the plea agreement”);

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

WHEREAS, Baird 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 Baird, under the Regulations, in connection with the matters alleged in the Amended Charging Letter.
2. Baird admits to the violations in the Amended Charging Letter.

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

a. Baird shall be assessed a civil penalty in the amount of \$17,000,000. Baird shall pay the U.S. Department of Commerce \$10,000,000 not later than 30 days from the date of the Order. Payment shall be made in the manner specified in the attached instructions. Payment of the remaining \$7,000,000 shall be suspended for a period of five (5) years from the date of the Order, and thereafter shall be waived, provided that during this five-year payment probationary period under the Order, Baird has made full and timely payment of \$10,000,000 as set forth above and has otherwise complied with the provisions of this Agreement and the Order, has complied in full with the plea agreement and any sentence imposed upon him following his conviction, and has committed no violation of the Act or the Regulations or any order, license, or authorization issued thereunder. If Baird fails to comply with the terms of the Settlement Agreement or of the Order, or the terms of the plea agreement or sentence, or commits a violation of the Act or the Regulations or any order, license, or authorization issued thereunder, during the five-year payment probationary period under this Agreement and the Order, the suspension of the civil penalty may be modified or revoked by BIS and the remaining \$7,000,000 may become due and owing immediately.

b. For a period of five (5) years from the date of the Order, Eric Baird, with a last known address of 647 Norsota Way, Sarasota, FL 34242, and

when acting for or on his behalf, his successors, assigns, representatives, agents, or employees (hereinafter collectively referred to as the “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 engaging 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 from any other activity subject to the Regulations.

c. The five-year denial period set forth in Paragraph 3.b shall be active for a period of four (4) years from the date of the Order. As authorized by Section 766.18(c) of the Regulations, the remaining one (1) year of the denial period shall be suspended, and shall thereafter be waived five (5) years from the date of this Order, provided that Baird has made full and timely payment in accordance with

Paragraph 3.a above, has otherwise complied with the provisions of this Agreement and the Order, has complied with the plea agreement and any sentence imposed following the entry of his plea and conviction, and has committed no other violation of the Act or the Regulations or any order, license or authorization issued thereunder. If Baird does not make full and timely payment in accordance with Paragraph 3.a above or otherwise fails to comply with this Agreement or the Order, does not fully and timely comply with the plea agreement or sentence, or commits another violation of the Act or the Regulations or any order, license or authorization issued thereunder, the suspension of the remaining one year of the denial period may be modified or revoked by BIS. If Baird fails to comply with any of the above conditions after the four year active portion of the denial period but before five years from the date of the Order, the full one year suspended portion of the denial order may be imposed from the date BIS determines such violation occurred, and any license issued pursuant to the Act or Regulations in which the Denied Person has an interest at that time will be revoked.

4. Subject to the approval of this Agreement pursuant to Paragraph 9 hereof, Baird 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) receive 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. Baird 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 Amended 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 Baird has complied in full with all of the provisions of this Agreement, or has completed compliance in full with all of the terms of the plea agreement and sentence.

5. Baird shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Amended Charging Letter or the Order. The foregoing does not affect Baird's testimonial obligations in any proceeding to which BIS or the Department of Commerce is not a party.

6. Baird agrees to waive (i) any claim by or on his behalf, whether asserted or unasserted, against BIS, the U.S. Department of Commerce, and/or its officials and employees arising out of the facts giving rise to the enforcement matter that resulted in this Agreement, including but not limited to BIS's investigation of the Amended Charging Letter, and (ii) any possible legal objections to this Agreement or the Order at any future date.

7. Baird waives all rights, whether asserted directly or by a representative, to request or receive from BIS and the U.S. Department of Commerce any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552(a).

8. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 3.a, full and timely compliance with each of the other provisions of

this Agreement and the Order, and full and timely compliance with the terms of the plea agreement and sentence, BIS will not initiate any further administrative proceeding against Baird in connection with any violation of the Act or the Regulations arising out of the transactions specifically detailed in the Amended Charging Letter.

9. 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(b) 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.


10. 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.

11. 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.

12. If the Order issues, BIS will make the Amended Charging Letter, this Agreement, and the Order available to the public.

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

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


John T. Masterson, Jr.
Chief Counsel for Industry and Security


Date: 7/30/2018

ERIC BAIRD


Eric Baird

Date: 7/26/2018

Reviewed and approved by:


John S. (Jay) Darden, Esq.
Paul Hastings LLP
Counsel for Eric Baird

Date: 7/26/2018



UNITED STATES DEPARTMENT OF COMMERCE
Bureau of Industry and Security
Washington, D.C. 20230

CHARGING LETTER (AMENDED)

MAR - 1 2017

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Eric Baird
647 Norsota Way
Sarasota, FL 34242

Dear Mr. Baird:

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has reason to believe that as set forth below, Eric Baird, of Sarasota, Florida ("Baird"), committed one hundred sixty-six (166) violations of the Export Administration Regulations (the "EAR" or "Regulations"),¹ which issued under the authority of the Export Administration Act of 1979, as amended (the "Act").² Specifically, BIS alleges that Baird committed the following violations:

Charges 1-166 15 C.F.R. § 764.2(b) – Causing, Aiding or Abetting a Violation

1. As further described in additional detail in the attached Schedule of Violations, which is incorporated herein, on at least one hundred sixty-six (166) occasions beginning on or about August 1, 2011, and continuing through on or about January 7, 2013, Baird caused, aided, abetted, commanded, induced and/or permitted ("caused, aided or abetted") the doing of an act prohibited by, or the omission of an act required by, the Regulations. As further alleged below, Baird caused, aided or abetted the filing of false or misleading export control documents, namely Shipper's Export Declarations and Automated Export System filings ("SED/AES filings"), and the failure to make required SED/AES filings, in connection with the export or attempted export of items subject to the Regulations. Baird also caused, aided or abetted the export and attempted export without the required BIS licenses of items subject to the Regulations and listed on the Commerce Control List ("CCL").

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2016). The violations alleged occurred during 2011-2013. The Regulations governing the violations at issue are found in the 2011-2013 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2011-2013)). The 2016 Regulations govern the procedural aspects of this case.

² 50 U.S.C. §§ 4601-4623 (Supp. III 2015) (available online at <http://uscode.house.gov>). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13,222 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 7, 2015 (80 Fed. Reg. 48,233 (Aug. 11, 2015)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.* (2006 & Supp. IV 2010)).



2. At all times pertinent hereto, Baird was Chief Executive Officer (“CEO”) of Access USA Shipping, LLC, d/b/a MyUS.com and f/k/a Access USA Shipping, Inc. (“Access”), a company originally registered in Florida that he founded in 1997. Baird was directly or indirectly Access’s primary shareholder until on or about August 28, 2012. After a partial sale of Access on or about August 28, 2012, Baird continued to serve as its CEO and maintained a minority equity stake in the company with the right to appoint two members of Access’s board of directors. Baird was replaced as CEO of Access in or about September 2013. Baird’s interests, however, were not fully divested until on or about March 22, 2016, at which time he no longer had an equity interest in Access or the right to appoint board members.
3. Access provided foreign customers with a U.S. physical address for items purchased from U.S. merchants for ultimate export from the United States. For a fee, Access provided such customers a “suite,” which was a designated place or space at Access’s warehouse facilities to which customers could have items delivered from U.S. merchants. When Access received items that a foreign customer had ordered from a U.S. merchant, Access employees entered into Access’s order management system information regarding the name of the merchant, shipment tracking number, a detailed description of the item, and the value of the item. Before the shipment was exported from the United States, however, Access employees would revise the original item information, including the item’s value and/or its description, to generate an invoice that contained false or misleading information for use in connection with the export of the items. At times, Access’s order system included account notes that directed packaging or price tags be removed or that a shipment’s declared value be kept below a certain dollar amount.
4. Baird established, directed, controlled, and/or authorized Access’s policy and practice of falsifying the value and description of items being exported or intended for export, including items listed on the CCL. Baird also at times personally participated in the undervaluing and mis-description of such items.
5. Access routinely undervalued items using multiple different strategies or schemes, including, for example, by lowering values of items by 25%-50% depending on the country of destination. The extent of undervaluation reached or exceeded 75% on some occasions, and for some customers maximum declared values of no more than, for example, \$50 or \$100, were used, regardless of the true value of the items.
6. Similarly, on numerous occasions, descriptions of CCL items or other items subject to the Regulations were altered to help avoid export control scrutiny and detection by law enforcement, including on occasions when the items also were undervalued. For example, a night vision lens converter was described as “camera lenses”; laser sights as “tools and hardware”; and rifle scopes as

“sporting goods” or “tools, handtools.” In one instance, rifle stocks and grips were described as “toy accessories.” Access’s October 2010 and October 2012 Customer Service Training Manuals illustrate the pervasiveness of altering descriptions of items, in part, to avoid export control scrutiny and detection, including those related to firearms and related parts that were considered prohibited or restricted items.

7. Baird also established, directed, controlled, and/or authorized Access’s “personal shopper program” or “alternative program.” Under this program, Access or an Access employee was presented to U.S. merchants as the purchaser and/or end-user of the items in situations where foreign customers were seeking products from U.S. merchants that did not accept foreign payment methods or had raised concerns that Access was not an end user and refused to sell or ship to Access because they wished to prevent the export of their goods, such as companies that sell weapons or weapon parts. Through this evasive program, Access purchased items for export to its foreign customers without informing the U.S. merchants that the items were intended for export. Foreign customers would email an Access employee their shopping list, and the Access employee would purchase the items using credit cards in Baird’s name, or using a credit card account or other payment mechanisms opened in the name of the individual employee, whom Access would subsequently reimburse. At times, shipments were delivered to the homes of Access employees so that, in addition to being misled to believe that a domestic customer was involved, the U.S. merchant would be misled to believe that Access itself was not involved in the transaction.
8. As part of this “personal shopper program,” Baird directed or authorized Access employees to use his credit cards and driver’s license information to make purchases of items for export. In addition, Baird personally asked Access employees to apply for credit card accounts and have customer deliveries sent to their personal addresses to make the shipments appear as if they were for domestic customers.
9. At all times relevant hereto, Baird knew of the Regulations and Access’s export control compliance obligations, including the need for items to be accurately valued and described for purposes of SED/AES filing requirements and the need to determine licensing requirements. Baird received this information through, for example, outreach visits from and other communications with BIS special agents and other federal law enforcement agents, as well as at various occasions through other Access officials or personnel and through companies that regularly served as freight forwarders or carriers in connection with export transactions involving Access.
10. For example, on or about July 11, 2007, BIS’s Office of Export Enforcement (“OEE”) conducted an outreach visit to Access, during which a BIS Special Agent provided detailed oral and written information regarding compliance with

the EAR and other U.S. export control laws and regulations. As part of this outreach visit, the BIS Special Agent met with Baird, including explaining that items should be checked for export license requirements and that customers should be screened. In addition, Access documents indicate that by no later than January 2008, Baird knew that false or misleading statements on SED/AES filings could lead to penalties of up to \$250,000 per violation,³ and that by March 2008, Baird knew that a SED/AES filing must be made for each export when the value of the items under a single Schedule B number is more than \$2,500. Access subsequently received Shield America outreach visits from the Department of Homeland Security, Homeland Security Investigations (“HSI”) on March 27, 2009, June 9, 2010, and January 10, 2012, respectively, during which HSI special agents provided compliance information. Baird attended the January 10, 2012 outreach visit. In addition, the BIS Special Agent provided detailed information on properly valuing items on export control documents during a telephone discussion with CEO Eric Baird on January 18, 2012, and a related follow-up email with him.

11. Access documents also include correspondence among Baird and Access’s then-Chief Technology Officer (“CTO”) and other company officials indicating that Baird remained fully aware at and around the time of the violations alleged herein of SED/AES filing requirements and the potential significant sanctions for false or misleading statements on SED/AES filings. In emails in September 2011 to Baird, the CTO, who is Baird’s sister, provided information on a BIS enforcement case involving false or misleading reporting of declared value on export documents. In an email dated September 20, 2011, she included information describing BIS’s imposition of civil penalties as part of the settlement of a case involving repeat undervaluing of exports on Shipper’s Export Declarations and stated, inter alia: “I will not be a party to [undervaluation]. I know we’re doing it now. I know we have the means to avoid doing it. I know we are WILLINGLY AND INTENTIONALLY breaking the law.” (Emphasis in original). In the same email chain later that day, Baird suggested that Access could undervalue by 25% and if Access was “warned by [the U.S.] government,” then it “can stop ASAP.”
12. Baird, however, did not stop Access’s undervaluing of exports or its or his related violations of the Regulations. Rather, almost immediately following this September 20, 2011 email exchange, Baird and the CTO discussed on September 21, 2011, how Access’s order system would be modified to either automatically or manually undervalue where there was no merchant invoice. The order system would be and was in fact modified to enable undervaluing by a set percentage based on the country of destination for the export, if there was no U.S. merchant’s invoice or no value listed on the U.S. merchant’s invoice. Additionally, when a U.S. merchant’s invoice was included in a package received from a U.S.

³ See note 4, *infra*, and accompanying text

merchant, Access would remove the invoice at its customer's request, both before and after the September 2011 modification of the order system.

13. While Access for a short time did reduce the extent it engaged in its unlawful undervaluing activities, it fully resumed and even expanded those activities in no later than January 2012, pursuant to Baird's direction and/or authorization. Beginning no later than on or about January 16, 2012, Baird directed or authorized that Access customers be notified that Access's order system was being modified to remove the recent limitation on undervaluing and that Access would work together with them so that false values could be declared and undervalued to the extent of the customers' choosing.
14. In doing the foregoing, Baird caused, aided or abetted Access, as well as forwarders and carriers involved in export transactions with Access, to make false or misleading SED/AES filings with the U.S. Government. Such false or misleading filings violate Section 764.2(g) of the Regulations. Baird also caused, aided or abetted the failure by Access and its forwarders and carriers to make required SED/AES filings. The failure to make a required SED/AES filing violates Section 764.2(a) of the Regulations. Baird also caused, aided or abetted the export and attempted export of items classified under Export Control Classification Number ("ECCN") 0A987 and controlled for Crime Control reasons without the BIS licenses required pursuant to Section 742.7 of the Regulations to export the items to Argentina, Austria, Hong Kong, Indonesia, Libya, Saudi Arabia, South Africa and Yemen. Such unlicensed exports and attempted exports violated Section 764.2(a) and 764.2(c), respectively, of the Regulations.
15. In so doing, Baird committed one hundred sixty-six violations of Section 764.2(b) of the Regulations.

Accordingly, Baird is hereby notified that an administrative proceeding is instituted against him pursuant to Section 13(c) of the Act and Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including any or all of the following:

- The maximum civil penalty allowed by law of up to the greater, currently, of \$289,238 per violation,⁴ or twice the value of the transaction that is the basis of the violation;⁵
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

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

Baird is further notified that he is entitled to an agency hearing on the record if he files written demands for one with his answer. *See* 15 C.F.R. § 766.6. Baird is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent him. *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 Baird have a proposal to settle this case, Baird should transmit it to the attorney representing BIS named below.

Baird is further notified that under the Small Business Regulatory Enforcement Flexibility ACT, he 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/>.

⁴ *See* Civil Monetary Penalty Adjustments for Inflation, 81 Fed. Reg. 95432, 95434 (Dec. 28, 2016) (adjusting this amount for inflation from \$284,582 to \$289,238, effective January 15, 2017, for violations assessed after this effective date, but before the effective date of any subsequent adjustment for inflation, to be codified at 15 C.F.R. pt. 6). This amount is subject to subsequent annual increases pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015. *See also* 15 C.F.R. § 6.5; 81 Fed. Reg. 95432, 95435 (Dec. 28, 2016).

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

Eric Baird
Charging Letter
Page 7 of 17

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

Office of the Chief Counsel for Industry and Security
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Room H-3839
Washington, D.C. 20230
Attention: R. Elizabeth Abraham, Esq., and
Zachary Klein, Esq.

R. Elizabeth ("Liz") Abraham and Zachary Klein are the attorneys representing BIS in this case; any communications that Baird may wish to have concerning this matter should occur through them. Ms. Abraham and Mr. Klein may be contacted by telephone at (202) 482-5301.

Sincerely,



Douglas R. Hassebrock
Director
Office of Export Enforcement

Schedule of Violations

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
1	8/2/2011	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
2	8/2/2011	Binoculars	Kazakhstan	Failure to file Undervaluing
3	8/3/2011	Electronics-MP3	Switzerland	Failure to file Undervaluing
4	8/3/2011	Auto Parts	Saudi Arabia	False/Misleading Statement Undervaluing
5	8/3/2011	Computer Software	Switzerland	Failure to file Undervaluing
6	8/4/2011	Compass	Zambia	Failure to file Undervaluing
7	8/5/2011	Rifle Scope (ECCN 0A987)	Saudi Arabia	Unlicensed export Failure to file
8	8/5/2011	Computer Laptop	Germany	Failure to file Undervaluing
9	8/5/2011	Guitar	Japan	Failure to file Undervaluing
10	8/5/2011	Projector Lamps	France	False/Misleading Statement Undervaluing
11	8/5/2011	Computer Laptops	Japan	False/Misleading Statement Undervaluing
12	8/5/2011	Jewelry	Saudi Arabia	Failure to file Undervaluing
13	8/5/2011	Sporting Goods	Japan	Failure to file Undervaluing
14	8/5/2011	Computer Laptops	Maldives	False/Misleading Statement Undervaluing
15	8/5/2011	Computer Laptop	Kazakhstan	Failure to file Undervaluing
16	8/5/2011	Electronics-MP3	Saudi Arabia	Failure to file Undervaluing

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
17	8/5/2011	Vacuum Cleaners	Japan	False/Misleading Statement Undervaluing
18	8/9/2011	Electronics-MP3	Switzerland	Failure to file Undervaluing
19	8/9/2011	Photoelectric Sensors	Hong Kong	Failure to file Undervaluing
20	8/10/2011	Headsets including Bluetooth	Japan	Failure to file Undervaluing
21	8/10/2011	Jewelry	Saudi Arabia	Failure to file Undervaluing
22	8/11/2011	Guitars	Japan	False/Misleading Statement Undervaluing
23	8/11/2011	Computer Hardware	Indonesia	False/Misleading Statement Undervaluing
24	8/11/2011	Tools	Kazakhstan	Failure to file Undervaluing
25	8/12/2011	Resistors	Japan	False/Misleading Statement Undervaluing
26	8/12/2011	Computer Tablets	Nigeria	Failure to file Undervaluing
27	8/12/2011	Vacuum Cleaners	Japan	False/Misleading Statement Undervaluing
28	8/12/2011	Electronics-MP3	Switzerland	False/Misleading Statement Undervaluing
29	8/12/2011	Computer Hardware	Kazakhstan	Failure to file Undervaluing
30	8/12/2011	Computer Tablets	Kazakhstan	Failure to file Undervaluing
31	8/15/2011	Barcode Scanner	United Kingdom	Failure to file Undervaluing
32	8/15/2011	Watches	Japan	False/Misleading Statement Undervaluing
33	8/16/2011	Health Care Supplements	Hong Kong	False/Misleading Statement Undervaluing
34	8/16/2011	Camera Kit	Saudi Arabia	Failure to file Undervaluing

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
35	8/17/2011	Collectible Coins	Japan	Failure to file Undervaluing
36	8/17/2011	Telescope	Switzerland	Failure to file Undervaluing
37	8/18/2011	Camera Parts	Georgia	Failure to file Undervaluing
38	8/18/2011	Computer Laptops	Japan	Failure to file Undervaluing
39	8/19/2011	Blood Glucose Strips	Turks & Caicos	Failure to file Undervaluing
40	8/19/2011	Electronics-Cell Phones	Nigeria	False/Misleading Statement Undervaluing
41	8/19/2011	Camcorder Parts	Uzbekistan	Failure to file Undervaluing
42	8/19/2011	Electronics-Cell Phones	Guadeloupe	Failure to file Undervaluing
42	8/23/2011	Electronics-GPS	Malaysia	False/Misleading Statement Undervaluing
43	8/24/2011	DVD Players	Japan	False/Misleading Statement Undervaluing
44	8/24/2011	Computer Laptops	Saudi Arabia	False/Misleading Statement Undervaluing
45	8/24/2011	Computer Laptops	Maldives	False/Misleading Statement Undervaluing
46	8/25/2011	Computer Laptops	United Arab Emirates	Failure to file Undervaluing
47	8/26/2011	Musical Instrument Strings	Japan	Failure to file Undervaluing
48	8/26/2011	Vacuum Cleaners	Japan	False/Misleading Statement Undervaluing
49	8/26/2011	Computer Laptops	Philippines	Failure to file Undervaluing
50	8/26/2011	Tools	Thailand	Failure to file Undervaluing
51	8/26/2011	Computer Laptops	Kazakhstan	Failure to file Undervaluing

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
52	8/26/2011	Computer Tablets	Kazakhstan	Failure to file Undervaluing
53	8/29/2011	Red Laser Sight (ECCN 0A987)	Argentina	Unlicensed export Failure to file Misdescription
54	8/29/2011	Red Laser Sight (ECCN 0A987)	Yemen	Unlicensed export Failure to file Misdescription
55	8/29/2011	Electronics-GPS	Malaysia	False/Misleading Statement Undervaluing
56	8/29/2011	Projector Lamps	France	False/Misleading Statement Undervaluing
57	8/29/2011	Computer Laptops	Maldives	False/Misleading Statement Undervaluing
58	8/29/2011	Camcorder	Japan	Failure to file Undervaluing
59	8/30/2011	Vacuum Cleaners	Japan	Failure to file Undervaluing
60	8/31/2011	Video Games	Japan	False/Misleading Statement Undervaluing
61	8/31/2011	Clothing	Italy	Failure to file Undervaluing
62	8/31/2011	Electronics-MP3	Switzerland	False/Misleading Statement Undervaluing
63	10/3/2011	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
64	10/13/2011	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
65	10/17/2011	Red Laser Sight (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
66	10/31/2011	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
67	11/3/2011	Pistol Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
68	12/1/2011	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
69	12/23/2011	Rifle Scope (ECCN 0A987)	Indonesia	Unlicensed export Failure to file Misdescription
70	1/10/2012	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
71	3/2/2012	Radio Receivers	Japan	Failure to file Undervaluing
72	3/5/2012	Watch Case	Ukraine	Failure to file Undervaluing
73	3/6/2012	Speakers	Australia	Failure to file Undervaluing
74	3/6/2012	Vinyl Records	Belgium	Failure to file Undervaluing
75	3/6/2012	Speakers	Malaysia	Failure to file Undervaluing
76	3/8/2012	Computer Hardware	Germany	Failure to file Undervaluing
77	3/11/2012	Computer	Saudi Arabia	Failure to file Undervaluing
78	3/13/2012	Tobacco Pipes & Hookahs	Philippines	Failure to file Undervaluing
79	3/14/2012	Gemstone	United Kingdom	Failure to file Undervaluing
80	3/15/2012	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
81	3/16/2012	Camera Parts	Australia	Failure to file Undervaluing
82	3/16/2012	Electric Guitar	Italy	Failure to file Undervaluing

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
83	3/21/2012	Computer Tablets	Saudi Arabia	Failure to file Undervaluing
84	3/21/2012	eBook Reader	Thailand	Failure to file Undervaluing
85	3/23/2012	Audio Equipment	United Arab Emirates	Failure to file Undervaluing
86	3/23/2012	Clothing	Russia	Failure to file Undervaluing
87	3/27/2012	Audio Equipment	Singapore	Failure to file Undervaluing
88	3/27/2012	Guitar	Japan	Failure to file Undervaluing
89	3/27/2012	Camera Parts	Kazakhstan	Failure to file Undervaluing
90	3/28/2012	Audio Equipment	Saudi Arabia	Failure to file Undervaluing
91	3/29/2012	Computer Tablets	Saudi Arabia	Failure to file Undervaluing
92	3/30/2012	Digital Cameras	Saudi Arabia	Failure to file Undervaluing
93	4/3/2012	Television	Kuwait	Failure to file Undervaluing
94	4/6/2012	Video Projector	Taiwan	Failure to file Undervaluing
95	4/9/2012	Gemstone	United Kingdom	Failure to file Undervaluing
96	4/11/2012	Digital Camera	Saudi Arabia	Failure to file Undervaluing
97	4/13/2012	Headsets including Bluetooth	Japan	Failure to file Undervaluing
98	4/13/2012	Digital Camera	Saudi Arabia	Failure to file Undervaluing
99	4/13/2012	Backpack/bag	Kazakhstan	Failure to file Undervaluing
100	4/17/2012	Computer Laptop	United Arab Emirates	Failure to file Undervaluing

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
101	4/18/2012	Television	Philippines	Failure to file Undervaluing
102	4/20/2012	Camcorder	Uzbekistan	Failure to file Undervaluing
104	4/24/2012	Bike Frame	Kazakhstan	Failure to file Undervaluing
105	4/25/2012	eBook Reader	Thailand	Failure to file Undervaluing
106	4/26/2012	Computer	Armenia	Failure to file Undervaluing
107	4/27/2012	Jewelry	United Kingdom	Failure to file Undervaluing
108	4/30/2012	Handbag	Kuwait	Failure to file Undervaluing
109	5/2/2012	Sight Laser Dot (ECCN 0A987)	Indonesia	Unlicensed export Failure to file
110	5/3/2012	Jewelry	United Kingdom	Failure to file Undervaluing
111	5/3/2012	Computer Laptop	Cyprus	Failure to file Undervaluing
112	5/4/2012	eBook Reader	Thailand	Failure to file Undervaluing
113	5/4/2012	Auto Parts	New Zealand	Failure to file Undervaluing
114	5/4/2012	Camcorders	Japan	Failure to file Undervaluing
115	5/7/2012	Computer Laptop	Kazakhstan	Failure to file Undervaluing
116	5/7/2012	Computer Laptop	Kazakhstan	Failure to file Undervaluing
117	5/9/2012	Carpet/Rug	Australia	Failure to file Undervaluing
118	5/10/2012	Tools	Kazakhstan	Failure to file Undervaluing
119	5/10/2012	Tools	Japan	Failure to file Undervaluing

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
120	5/11/2012	Digital Camera	Saudi Arabia	Failure to file Undervaluing
121	5/14/2012	Auto Parts	Ghana	Failure to file Undervaluing
122	5/16/2012	Digital Camera	Australia	Failure to file Undervaluing
123	5/17/2012	USB Drive	Saudi Arabia	Failure to file Undervaluing
124	5/18/2012	Jewelry	Saudi Arabia	Failure to file Undervaluing
125	5/28/2012	Tools	Japan	Failure to file Undervaluing
126	6/1/2012	Headsets including Bluetooth	Japan	Failure to file Undervaluing
127	6/1/2012	Fitness Accessories	Japan	Failure to file Undervaluing
128	6/4/2012	Picture Frame	Belgium	Failure to file Undervaluing
129	6/5/2012	Golf Bag	Philippines	Failure to file Undervaluing
130	6/7/2012	Dishware	Malaysia	Failure to file Undervaluing
131	6/8/2012	Headsets including Bluetooth	Japan	Failure to file Undervaluing
132	6/12/2012	Video Games	Japan	Failure to file Undervaluing
133	6/13/2012	Lighting Equipment	Russia	Failure to file Undervaluing
134	6/18/2012	Sight Optical (ECCN 0A987)	Hong Kong	Unlicensed export Failure to file
135	6/18/2012	Digital Cameras	Saudi Arabia	Failure to file Undervaluing
136	6/20/2012	Computer Hardware	Australia	Failure to file Undervaluing
137	6/21/2012	Computer	Egypt	Failure to file Undervaluing

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
138	6/22/2012	Clothing	Romania	Failure to file Undervaluing
139	6/27/2012	Camera Parts	Saudi Arabia	False/Misleading Statement Undervaluing
140	6/28/2012	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
141	7/2/2012	Sights Laser Dot (ECCN 0A987)	Austria	Unlicensed export Failure to file
142	7/2/2012	Television	Burkina Faso	Failure to file Undervaluing
143	7/2/2012	Computer Laptop	New Zealand	Failure to file Undervaluing
144	7/3/2012	Computer Laptop	Saudi Arabia	Failure to file Undervaluing
145	7/5/2012	Camera Parts	Switzerland	Failure to file Undervaluing
146	7/10/2012	Digital Camera	Australia	Failure to file Undervaluing
147	7/10/2012	Auto Parts	Japan	Failure to file Undervaluing
148	7/10/2012	eBook Reader	United Kingdom	Failure to file Undervaluing
149	7/11/2012	Rifle Scope (ECCN 0A987)	South Africa	Unlicensed export Failure to file Misdescription
150	7/20/2012	Auto Parts	Kazakhstan	Failure to file Undervaluing
151	7/23/2012	Digital Camera	Kazakhstan	Failure to file Undervaluing
152	7/24/2012	Computer Laptop	France	Failure to file Undervaluing
153	7/27/2012	Computer Laptop	Kazakhstan	Failure to file Undervaluing
154	8/1/2012	Television	Nigeria	Failure to file Undervaluing

Charge No.	Export Date	Item Description	Destination	Type of Underlying Misconduct
155	8/1/2012	Electronics	Saudi Arabia	Failure to file Undervaluing
156	8/1/2012	Gemstone	Germany	Failure to file Undervaluing
157	8/3/2012	Audio Equipment	Japan	Failure to file Undervaluing
158	8/3/2012	Computer Tablets	Kazakhstan	Failure to file Undervaluing
159	8/9/2012	Computer Laptop	United Arab Emirates	Failure to file Undervaluing
160	8/9/2012	Jewelry	Kuwait	Failure to file Undervaluing
161	8/13/2012	Camera Parts	Azerbaijan	Failure to file Undervaluing
162	8/14/2012	Sights Optical (ECCN 0A987)	Hong Kong	Unlicensed export Failure to file
163	8/15/2012	Television	Azerbaijan	Failure to file Undervaluing
164	10/16/2012	Sights Laser Dot (ECCN 0A987)	Hong Kong	Unlicensed export Failure to file
165	12/27/2012	Night Vision Lens Converter (ECCN 0A987)	Libya	Attempted Unlicensed Export
166	1/7/2013	Rifle Scope (ECCN 0A987)	Libya	Attempted Unlicensed Export