

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

In the Matter of:

Yavuz Cizmeci
Yesiloy Cad. No. 13
Istanbul 34153
Turkey

13-BIS-002

Respondent

ORDER RELATING TO
YAVUZ CIZMECI

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Yavuz Cizmeci of Istanbul, Turkey (“Cizmeci”), that it has initiated an administrative proceeding against Cizmeci pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),¹ and Section 13(c) of the Export Administration Act of 1979, as amended (the “Act”),² through the issuance of a Charging Letter to Cizmeci that alleges that Cizmeci committed one violation of the Regulations.

Specifically, the charge is:

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2014). The charged violation occurred in 2008. The Regulations governing the violation at issue are found in the 2008 version of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2014 Regulations set forth the procedures that apply to this matter.

² 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 7, 2014 (79 Fed. Reg. 46,959 (Aug. 11, 2014)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.*) 2006 & Supp. IV 2010)).

**Charge 1: 15 C.F.R. §764.2(b) – Causing, Aiding, or Abetting Actions
Contrary to the Terms of a Temporary Denial Order**

Between on or about June 26, 2008, and on or about June 27, 2008, Cizmeci caused, aided, abetted, induced, procured or permitted an act or actions prohibited by a BIS Temporary Denial Order (“the TDO”) issued in accordance with Section 766.24 of the Regulations. Specifically, Cizmeci caused, aided, abetted, induced, procured or permitted the participation by Dunyaya Bais Hava Tasimaciligi A.S., also known as Dunyaya Bakis Air Transportation, Inc., and doing business as Ankair (“Ankair”), of Istanbul, Turkey, in a transaction concerning a U.S.-origin Boeing 747 aircraft (manufacturer’s serial number 24134, bearing Turkish tail number TC-AKZ), and actions by Ankair facilitating the acquisition, possession and/or control by Iran Air of the aircraft. The Boeing 747 was an item subject to the Regulations, classified under Export Control Classification Number 9A991.b, controlled for anti-terrorism reasons, and valued at least at approximately \$5.3 million.

Cizmeci, who was the CEO and President of Ankair, submitted a letter dated June 26, 2008, to the Turkish Civil Aviation authorities directing that the Boeing 747 aircraft be de-registered in Turkey. Ankair also informed Turkish authorities that the aircraft would be subsequently re-registered in Pakistan. Ankair instead transferred physical possession and control of the aircraft to Iran Air on or about June 27, 2008. The Iran Air crew then ferried the aircraft from Turkey to Iran, where it remained under Iran Air’s possession and control. At the time, Ankair’s export privileges and those of Iran Air’s had been denied under the Regulations by the TDO, which had issued on June 6, 2008.³ The TDO prohibited Ankair from “directly or indirectly, participating in any way in any transaction involving the Boeing 747 (manufacturer serial number 24134, and current tail number TC-AKZ), including, but not limited to [c]arrying 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 Boeing 747....” Moreover, the TDO provided that no person “may, directly or indirectly, do any of the following ... [t]ake any action that facilitates the acquisition or attempted acquisition by [Iran Air or] any Denied Person [under the TDO] of the ownership, possession, or control of any item subject to the EAR that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby any Denied Person acquires or attempts to acquire such ownership, possession, or control.” The TDO as issued was effective for 180 days, until December 3, 2008, and continued in force at all times pertinent hereto.

In so doing, Cizmeci violated Section 764.2(b) of the Regulations.

³ The June 6, 2008 TDO was published in the Federal Register on June 17, 2008 (73 Fed. Reg. 34,249). Iran Air was subject to a standard denial order which extended to all items subject to the Regulations. Ankair’s restrictions were tailored to transactions and activities involving the Boeing 747 aircraft at issue (manufacturer’s serial number 24134).

WHEREAS, BIS and Cizmeci 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; and

WHEREAS, I have approved of the terms of such Settlement Agreement;

IT IS THEREFORE ORDERED:

FIRST, Cizmeci shall be assessed a civil penalty in the amount of \$50,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of this Order.

SECOND, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2000)), 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, Cizmeci 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, that for a period of twenty (20) years from the date of this Order, Yavuz Cizmeci, with a last known address of Yesiloy Cad. No. 13, Istanbul 34153, Turkey, and when acting for or on his behalf, his successors, assigns, employees, agents or representatives (hereinafter collectively referred to as "Denied Person"), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as "item") exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

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

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

- A. Export or reexport to or on behalf of the Denied Person any item subject to the Regulations;
- B. Take any action that facilitates the acquisition or attempted acquisition by the Denied Person of the ownership, possession, or control of any item subject to the Regulations that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby the Denied Person acquires or attempts to acquire such ownership, possession or control;
- C. Take any action to acquire from or to facilitate the acquisition or attempted acquisition from the Denied Person of any item subject to the Regulations that has been exported from the United States;

- D. Obtain from the Denied Person in the United States any item subject to the Regulations with knowledge or reason to know that the item will be, or is intended to be, exported from the United States; or
- E. Engage in any transaction to service any item subject to the Regulations that has been or will be exported from the United States and which is owned, possessed or controlled by the Denied Person, or service any item, of whatever origin, that is owned, possessed or controlled by the Denied Person if such service involves the use of any item subject to the Regulations that has been or will be exported from the United States. For purposes of this paragraph, servicing means installation, maintenance, repair, modification or testing.

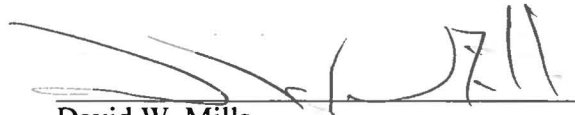
FIFTH, that, after notice and opportunity for comment as provided in Section 766.23 of the Regulations, any person, firm, corporation, or business organization related to the Denied Person by ownership, control, position of responsibility, affiliation, or other connection in the conduct of trade or business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

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

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

EIGHTH, that this Order shall be served on Cizmeci, and shall be published in the *Federal Register*.

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



David W. Mills
Assistant Secretary of Commerce
for Export Enforcement

Issued this 23rd day of March, 2015.

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

In the Matter of:

Yavuz Cizmeci
Yesiloy Cad. No. 13
Istanbul 34153
Turkey

13-BIS-002

Respondent

SETTLEMENT AGREEMENT.

This Settlement Agreement (“Agreement”) is made by and between Yavuz Cizmeci of Istanbul, Turkey (“Cizmeci”), 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 proceeding against Cizmeci pursuant to the Act and the Regulations;

WHEREAS, BIS has issued a Charging Letter to Cizmeci that alleges that Cizmeci committed one violation of the Regulations, specifically:

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2014). The charged violation occurred in 2008. The Regulations governing the violation at issue are found in the 2008 version of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2014 Regulations set forth the procedures that apply to this matter.

² 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 7, 2014 (79 Fed. Reg. 46,959 (Aug. 11, 2014)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.* (2006 & Supp. IV 2010)).

**Charge 1: 15 C.F.R. §764.2(b) – Causing, Aiding, or Abetting Actions
Contrary to the Terms of a Temporary Denial Order**

Between on or about June 26, 2008, and on or about June 27, 2008, Cizmeci caused, aided, abetted, induced, procured or permitted an act or actions prohibited by a BIS Temporary Denial Order (“the TDO”) issued in accordance with Section 766.24 of the Regulations. Specifically, Cizmeci caused, aided, abetted, induced, procured or permitted the participation by Dunyaya Bais Hava Tasimaciligi A.S., also known as Dunyaya Bakis Air Transportation, Inc., and doing business as Ankair (“Ankair”), of Istanbul, Turkey, in a transaction concerning a U.S.-origin Boeing 747 aircraft (manufacturer’s serial number 24134, bearing Turkish tail number TC-AKZ), and actions by Ankair facilitating the acquisition, possession and/or control by Iran Air of the aircraft. The Boeing 747 was an item subject to the Regulations, classified under Export Control Classification Number 9A991.b, controlled for anti-terrorism reasons, and valued at least at approximately \$5.3 million.

Cizmeci, who was the CEO and President of Ankair, submitted a letter dated June 26, 2008, to the Turkish Civil Aviation authorities directing that the Boeing 747 aircraft be de-registered in Turkey. Ankair also informed Turkish authorities that the aircraft would be subsequently re-registered in Pakistan. Ankair instead transferred physical possession and control of the aircraft to Iran Air on or about June 27, 2008. The Iran Air crew then ferried the aircraft from Turkey to Iran, where it remained under Iran Air’s possession and control. At the time, Ankair’s export privileges and those of Iran Air’s had been denied under the Regulations by the TDO, which had issued on June 6, 2008.³ The TDO prohibited Ankair from “directly or indirectly, participating in any way in any transaction involving the Boeing 747 (manufacturer serial number 24134, and current tail number TC-AKZ), including, but not limited to [c]arrying 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 Boeing 747....” Moreover, the TDO provided that no person “may, directly or indirectly, do any of the following ... [t]ake any action that facilitates the acquisition or attempted acquisition by [Iran Air or] any Denied Person [under the TDO] of the ownership, possession, or control of any item subject to the EAR that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby any Denied Person acquires or attempts to acquire such ownership, possession, or control.” The TDO as issued was effective for 180 days, until December 3, 2008, and continued in force at all times pertinent hereto.

In so doing, Cizmeci violated Section 764.2(b) of the Regulations.

³ The June 6, 2008 TDO was published in the Federal Register on June 17, 2008 (73 Fed. Reg. 34,249). Iran Air was subject to a standard denial order which extended to all items subject to the Regulations. Ankair’s restrictions were tailored to transactions and activities involving the Boeing 747 aircraft at issue (manufacturer’s serial number 24134).

WHEREAS, Cizmeci has reviewed the 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, Cizmeci 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, Cizmeci enters into this Agreement voluntarily and with full knowledge of his rights, after having consulted with counsel;

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

WHEREAS, Cizmeci neither admits nor denies the allegation contained in the Charging Letter; and

WHEREAS, Cizmeci 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 Cizmeci, under the Regulations, in connection with the matters alleged in the Charging Letter.

2. The following sanctions shall be imposed against Cizmeci in complete settlement of the alleged violation of the Regulations relating to the transaction specifically detailed in the Charging Letter:

a. Cizmeci shall be assessed a civil penalty in the amount of \$50,000, the payment of which shall be made to the U.S. Department of Commerce within

30 days of the date of the Order. Payment shall be made in the manner specified in the attached instructions.

b. For a period of twenty (20) years from the date of the Order, Yavuz Cizmeci, with a last known address of Yesiloy Cad. No. 13, Istanbul 34153, Turkey, and when acting for or on his behalf, his successors, assigns, employees, agents or representatives (hereinafter collectively referred to as “Denied Person”), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as “item”) exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

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

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Cizmeci hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if issued), including, without limitation, any right to: (a) an administrative hearing regarding the allegation 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. Cizmeci 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 transaction identified in the 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 date Cizmeci pays in full the civil penalty agreed to in Paragraph 2.a. above.

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

5. Upon issuance of the Order and full and timely payment of the civil penalty agreed to in Paragraph 2.a, above, BIS will not initiate any further administrative proceeding against Cizmeci in connection with any violation of the Act or the Regulations arising out of the transaction specifically detailed in the Charging Letter.

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

Commerce for Export Enforcement pursuant to Section 766.18(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.


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

8. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by issuing the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record. If the Assistant Secretary issues the Order and Cizmeci has made full and timely payment in accordance with Paragraph 2.a above, BIS will withdraw case 13-BIS-002 from adjudication.

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

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

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



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

Date: March 13, 2015

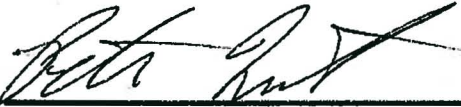
YAVUZ CIZMECI



Yavuz Cizmeci

Date: March 3rd, 2015

Reviewed and approved by:



Peter A. Quinter, Esq.
Gray Robinson P.A.
Counsel for Yavuz Cizmeci

Date: March 3, 2015

JUN 25 2013



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

CHARGING LETTER

U.S. REGISTERED MAIL-RETURN RECEIPT REQUESTED

Yavuz Cizmeci
Yesiloy Cad. No. 13
Istanbul 34153
Turkey

Dear Mr. Cizmeci:

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has reason to believe that you, Yavuz Cizmeci ("Cizmeci"), of Istanbul, Turkey, have violated the Export Administration Regulations (the "Regulations"),¹ which issued under the authority of the Export Administration Act of 1979, as amended (the "Act").² BIS alleges the following:

**Charge 1: 15 C.F.R. §764.2(b) – Causing, Aiding, or Abetting Actions
 Contrary to the Terms of a Temporary Denial Order**

Between on or about June 26, 2008, and on or about June 27, 2008, Cizmeci caused, aided, abetted, induced, procured or permitted an act or actions prohibited by a BIS Temporary Denial Order ("the TDO") issued in accordance with Section 766.24 of the Regulations. Specifically, Cizmeci caused, aided, abetted, induced, procured or permitted the participation by Dunyaya Bais Hava Tasimaciligi A.S., also known as Dunyaya Bakis Air Transportation, Inc., and doing business as Ankair ("Ankair"), of Istanbul, Turkey, in a transaction concerning a U.S.-origin Boeing 747 aircraft (manufacturer's serial number 24134, bearing Turkish tail number TC-AKZ), and actions by Ankair facilitating the acquisition, possession and/or control by Iran Air of the aircraft. The Boeing 747 was an item subject to the Regulations, classified under Export

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

² 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 15, 2012 (77 Fed. Reg. 49699 (Aug. 16, 2012)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.* (2006 & Supp. IV 2010)).



Control Classification Number 9A991.b, controlled for anti-terrorism reasons, and valued at least at approximately \$5.3 million.

Cizmeci, who was the CEO and President of Ankair, submitted a letter dated June 26, 2008, to the Turkish Civil Aviation authorities directing that the Boeing 747 aircraft be de-registered in Turkey. Ankair also informed Turkish authorities that the aircraft would be subsequently re-registered in Pakistan. Ankair instead transferred physical possession and control of the aircraft to Iran Air on or about June 27, 2008. The Iran Air crew then ferried the aircraft from Turkey to Iran, where it remained under Iran Air's possession and control. At the time, Ankair's export privileges and those of Iran Air's had been denied under the Regulations by the TDO, which had issued on June 6, 2008.³ The TDO prohibited Ankair from "directly or indirectly, participating in any way in any transaction involving the Boeing 747 (manufacturer serial number 24134, and current tail number TC-AKZ), including, but not limited to [c]arrying 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 Boeing 747...." Moreover, the TDO provided that no person "may, directly or indirectly, do any of the following ... [t]ake any action that facilitates the acquisition or attempted acquisition by [Iran Air or] any Denied Person [under the TDO] of the ownership, possession, or control of any item subject to the EAR that has been or will be exported from the United States, including financing or other support activities related to a transaction whereby any Denied Person acquires or attempts to acquire such ownership, possession, or control." The TDO as issued was effective for 180 days, until December 3, 2008, and continued in force at all times pertinent hereto.

In so doing, Cizmeci violated Section 764.2(b) of the Regulations.

* * *

Accordingly, Cizmeci 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 and any other liability sanction or penalty available under law, including, but not limited to any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of \$250,000 per violation or twice the value of the transaction that is the

³ The June 6, 2008 TDO was published in the Federal Register on June 17, 2008 (73 Fed. Reg. 34,249). Iran Air was subject to a standard denial order which extended to all items subject to the Regulations. Ankair's restrictions were tailored to transactions and activities involving the Boeing 747 aircraft at issue (manufacturer's serial number 24134).

basis of the violation;⁴

- Denial of export privileges; and/or
- Exclusion from practice before BIS.

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

Cizmeci is further notified that he is entitled to an agency hearing on the record if he files a written demand for one with his answer. *See* 15 C.F.R. § 766.6. Cizmeci 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 Cizmeci have a proposal to settle this case, Cizmeci should transmit it to the attorney representing BIS named below.

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

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

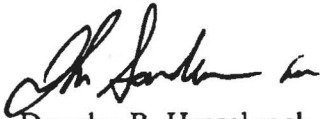
⁴ *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

Yavuz Cizmeci
Charging Letter
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Chief Counsel for Industry and Security
Attention: Gregory Michelsen and Elias Wolfberg
Room H-3327
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Gregory Michelsen and Elias Wolfberg are the attorneys representing BIS in this case; and communications that Cizmeci may wish to have concerning this matter should occur through them. Mr. Michelsen and Mr. Wolfberg may be contacted by telephone at (202) 482- 5301.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Hassebrock", written over a horizontal line.

Douglas R. Hassebrock
Director
Office of Export Enforcement