

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

In the Matter of:

Luminultra Technologies Inc.  
805 Pinnacle Drive  
Suite M  
Linthicum Heights, MD, USA  
21090

Respondent.

ORDER RELATING TO LUMINULTRA  
TECHNOLOGIES, INC.

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) has notified Luminultra Technologies Inc. (“Luminultra” or “Respondent”) of its intention to initiate an administrative proceeding against Respondent pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),<sup>1</sup> through the issuance of a Proposed Charging Letter to Luminultra that alleges that it committed two violations of the Regulations.<sup>2</sup> Specifically:

**GENERAL ALLEGATIONS**

As described further below, on or about October 21, 2022, Luminultra violated the Regulations when it exported items subject to the EAR to an end user in Iran without the required authorization. Specifically, Luminultra exported three PhotonMaster luminometers and twenty-five aqueous test kits, all of which are categorized as EAR99

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<sup>1</sup> The Regulations are issued under the authority of the Export Control Reform Act of 2018, Title XVII, Subtitle B of Pub. L. 115-232, 132 Stat. 2208 (“ECRA,” 50 U.S.C. §§ 4801-4852).

<sup>2</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2025). The charged violations occurred in 2023. The Regulations governing the violations at issue are found in the 2023 version of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2023)). The 2025 Regulations set forth the procedures that apply to this matter.

items,<sup>3</sup> but which required authorization for export to Iran under § 746.7(e) of the Regulations (15 C.F.R. Part 730 *et seq.*).

**Charge 1      15 C.F.R. § 764.2(e) – Acting with Knowledge of a Violation**

On or about October 21, 2022, Luminultra acted with knowledge of a violation when it sold and exported items subject to the EAR and designated EAR99, including 3 luminometers and 25 aqueous test kits, and valued in total at \$45,856 CAD (approximately \$33,681 USD), with knowledge that these items were destined to Iran in violation of U.S. export controls.<sup>4</sup>

Luminultra violated the EAR with knowledge because, at all relevant times, Luminultra knew or should have known that its exports were ultimately destined for distribution within Iran and acted intentionally to conceal such a fact. In purchase emails, Luminultra acknowledged not only that the products were going to Iran, but also that sending the luminometers and test kits violated the EAR. Despite this, Luminultra chose to export the items and in fact provided a discount on the sale price to the account for the risk and additional costs the customer was undertaking in purchasing the items from Luminultra and giving them access to the restricted Iranian market.

1. According to Luminultra's website, luminometers measure microbial activity and are used to keep "drinking water, wastewater, or industrial processes running smoothly and efficiently." The associated test kits can be used to test "any kind of water system, including drinking water, source water, cooling water, and ballast water."

2. The items exported by Luminultra are classified EAR99. Although the luminometers and test kits are classified as EAR99, their export to Iran required a license pursuant to 15 C.F.R. § 746.7(e) (stating "no person may export or reexport any item that is subject to the EAR if such transaction is prohibited by the Iranian Transactions and Sanctions Regulations" ("ITSR") (*see* 31 C.F.R. Part 560) and not authorized by the Office of Foreign Assets Control ("OFAC") under the U.S. Department of Treasury.

3. ITSR § 560.204 prohibits exports directly or indirectly from the United States to Iran, including transshipments through a third country to Iran, unless otherwise authorized. Section 560.530(a)(3) of the ITSR provides a general license for the exportation or reexportation of medicine and medical devices to Iran. On or about January 17, 2023, OFAC determined that neither the luminometers nor aqueous test kits are considered medical devices for purposes of this general license because these items do not

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<sup>3</sup> EAR99 is a designation for items that are subject to the EAR but not classified on the Commerce Control List. *See* 734.3 (c) of the EAR.

<sup>4</sup> *See* 15 C.F.R. § 772.1, which provides that "Knowledge of a circumstance (the term may be a variant, such as 'know,' 'reason to know' or 'reason to believe') includes not only positive knowledge that the circumstance exists or is substantially certain to occur, but also an awareness of a high probability of its existence or future occurrence. Such awareness is inferred from evidence of the conscious disregard of facts known to a person and is also inferred from a person's willful avoidance of facts."

fall within the definition of “medicine” under § 560.530(e)(2) or “medical device” under § 560.530(e)(3). As the luminometers and test kits did not fall under these definitions, these items required a specific license from OFAC for export to Iran pursuant to § 746.7(e) of the EAR. No OFAC license was sought or obtained.

4. Further, Luminultra’s September 19, 2022 invoice for the sale of the 3 luminometers and 25 aqueous test kits contains special instructions that state, “General Purpose Reagents are manufactured by LuminUltra Technologies Inc. and are for municipal and industrial water testing NOT for human diagnostic or medical use.”<sup>5</sup> Based on the company’s own characterization of the items excluding the devices for medical use, Luminultra knew or should have known that the luminometers and test kits were not considered medical devices and therefore not authorized under OFAC’s general license for export of medical devices.

5. Between on or about July 28, 2021, and on or about October 21, 2022, Luminultra negotiated the sale of luminometers and associated testing kits to Fanavari Pishrafteh Jahan (“FPJ”) through email communications with an FPJ employee. As described further below, the FPJ employee made multiple references to end use and distribution in Iran throughout these email negotiations, including requests to structure the invoice and shipping documents in a manner that would avoid reference to FPJ.

6. Luminultra had knowledge that the shipment was ultimately destined for Iran because FPJ represented as such in email correspondence to Luminultra. In an email dated on or about July 13, 2022, FPJ’s representative requested a discount be applied to the shipment due to “sanctions and critical economic conditions.” In the same email, FPJ’s representative told Luminultra that “Iran is a big market of [testing solutions] well as luminometers” and that FPJ is “ready to work harder on your brand in Iran[.]” implying that closure of this deal would lead to Luminultra obtaining further business in Iran.

7. FPJ also requested, and Luminultra engaged in, deceptive practices to conceal the true end user and destination of the exports. After a price was negotiated, FPJ’s representative instructed Luminultra in subsequent emails that “no reference is to be made to our company name and address in any documents!” and directed Luminultra to list only the address for Shiplt Freight Solutions (“Shiplt”) in the UAE on documentation related to the shipment. The FPJ representative also requested that Luminultra draft an invoice that undervalued the shipment allegedly to avoid a 5% UAE import duty and directed the company to “please make sure no real invoice will be sent along with the shipment.”

8. When a Luminultra employee expressed concern about undervaluing the invoice, FPJ’s representative justified the request acknowledging that direct export of these items to Iran was illegal, stating, “You know because we can’t work directly at the moment we must bear several extra charges.” The FPJ representative specified that extra charges included “exchange broker fees in absence of a direct bank or bank transfer”, “extra

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<sup>5</sup> Quotations refer to statements made in internal Luminultra documents collected as part of the BIS investigation.

shipping and handling as goods can't be shipped directly to us", and a "5% customs duty that is to be paid in the UAE." Because export of the items from the United States to Iran was illegal, Luminultra and FJP took these additional actions to obscure the shipment to Iran by sending it through the UAE and to complete payment to the United States, when the FJP bank was unable, due to OFAC sanctions, to send funds directly to the United States.

9. The unwillingness of FPJ to include its true identity in the shipping documents, as well as the designation of a UAE freight forwarder as the ultimate consignee to the transaction were "red flags," imposing a duty upon Luminultra to verify the validity of the transaction. The Regulations provide that exporting companies need to establish clear compliance policies for their employees on how to handle "red flags" to ensure that transactions can be evaluated by responsible senior officials. If the company proceeds without justifying the "red flags," it risks having "knowledge" of a pending violation of the EAR. *See* Supplement No. 3 to 15 C.F.R. Part 732.

10. More than disregarding red flags, managerial and supervisory level staff at Luminultra were aware the shipment was destined for Iran. In internal communications related to FPJ's requests, a Luminultra employee reiterated to Luminultra's VP of Sales that Iran was the final destination for the shipment. Addressing the VP of Sales by name, the Luminultra employee who had negotiated with the FPJ representative stated in an email that "this is the FPJ order *for Iran* and we are very nearly at the finish line but they're making some strange requests around the commercial invoice that sound slightly shady." (emphasis added).

11. Luminultra's employees knew that falsifying the invoice for FJP's purchase would be illegal and as a result, Luminultra ultimately declined to do so. However, despite the significant concerns raised by FPJ's unusual requests, Luminultra proceeded with the transaction and shipped the luminometers and test kits on or around October 21, 2022. Luminultra listed ShipIt Freight Solutions as the ultimate consignee in the Electronic Export Information (EEI) filings, despite Luminultra employees, including the VP of Sales, knowing that ShipIt in the UAE was not the end-user, but rather, that the items would ultimately be shipped to FPJ in Iran.

12. Luminultra took deliberate actions to conceal the final destination of the shipment and its unlawful conduct from regulators. In addition to falsifying its EEI filing, as described further below, Luminultra, upon FPJ's request, provided Canadian banking information to FPJ to avoid payment for the shipment in USD and through a US bank.

13. By selling and exporting items that Luminultra knew were destined to Iran without the requisite license from BIS, Luminultra committed one violation of § 764.2(e) of the EAR.

**Charge 2      15 C.F.R. § 764.2(g) – Misrepresentation and Concealment of Facts**

On or about October 5, 2022, Luminultra made false and misleading representations, statements, and certifications, in connection with the submission of an EEI filing, which collects basic information about items exported and the parties to an export.

1. “Electronic filing through the [Automated Export System (AES)] strengthens the U.S. government’s ability to prevent the export of certain items to unauthorized destinations and/or end users because the AES aids in targeting, identifying, and when necessary, confiscating suspicious or illegal shipments prior to exportation.” 15 C.F.R. § 30.1(b). The EEI filing is a statement to the U.S. Government that the transaction occurred as described, and moreover is an “export control document,” as defined in § 772.1 of the Regulations. *See* 15 C.F.R. § 758.1(a)-(b). Under § 758.1(f)(1)-(3) of the Regulations, when an EEI is filed, the filer of the EEI represents that: the export of the items described in the EEI filing is either authorized in accordance with the EAR or not subject to the EAR; statements on the EEI filing are in conformity with any license issued by BIS; and that all information on the EEI is true, accurate, and complete.

2. In the EEI for the October 21, 2022 export of luminometers and aqueous test kits, Luminultra falsely and misleadingly represented that the ultimate consignee for the items on the EEI was Shiplt Freight Solutions, based in Dubai, UAE, when in fact Luminultra knew that the ultimate consignee and end user of the items was FPJ in Iran. By so doing, Luminultra committed one violation of § 764.2(g) of the EAR.

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

WHEREAS, Luminultra admits committing the alleged conduct described in the Proposed Charging Letter; and

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

IT IS THEREFORE ORDERED:

FIRST, Luminultra shall be assessed a civil penalty in the amount of \$685,051, the payment of which shall be made to the U.S. Department of Commerce within 30 days of this Order.

SECOND, that, 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 dates specified herein, Luminultra 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 the full and timely payment of the civil penalty within 30 days of this Order is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Luminultra. Accordingly, if Luminultra should fail to pay the civil penalty in a full and timely manner, the undersigned may issue an order denying all of Luminultra's export privileges under the Regulations for a period of one year from the date of failure to make such payment.

FOURTH, Luminultra shall complete an export compliance audit by March 30, 2026, covering the period of calendar year 2025. Luminultra shall complete export compliance audits annually for the three-year probationary period for a total of three compliance audits. No later March 30 each year of the probationary period for which an audit is due, Luminultra shall submit the results of the audits, including any relevant supporting materials, to the Office of Export Enforcement, Dallas Field Office, 225 E. John Carpenter Freeway, Suite 820, Irving, TX 75062. The audits required under this Agreement and the Order shall be in substantial compliance with the Export Management and Compliance Program Audit Module: Self-Assessment Tool (currently available on the BIS web site at <https://www.bis.doc.gov/index.php/documents/compliance-training/export-management-compliance/10-emcp-audit-module-self-assessment-tool/file>), and shall

include an assessment of Luminultra's compliance with the Regulations (including, but not limited to, the recordkeeping and retention requirements set forth in Part 762 of the Regulations) and other U.S. export control laws, as well as compliance with this Agreement and the Order. In addition, where said audit identifies actual or potential violations of the Regulations, Luminultra shall promptly provide copies of the pertinent air waybills and other export control documents and supporting documentation to the OEE Dallas Field Office.

FIFTH, all Luminultra employees shall complete export compliance training. Within twelve months of the date of the Order, Luminultra will submit a certification that all employees have completed export compliance training to the OEE Dallas Field Office.

SIXTH, for a period of three (3) years from the date of the Order, Luminultra shall be made subject to a suspended three-year denial of its export privileges under the Regulations ("denial"). As authorized by Section 766.18(c) of the Regulations, such denial shall be suspended during this three-year probationary period and shall thereafter be waived, provided that:

1. Luminultra makes full and timely payment of the civil penalty in accordance with the paragraphs above
2. Luminultra has fully and timely complied with the audit and training requirements in accordance with the paragraphs above;
3. Luminultra agrees to answer truthfully all questions posed to the defendant by Special Agents of BIS about the defendant's export activities during the three-year probationary period; and
4. If Luminultra does not fully and timely comply with the audit and requirements, the training requirements, or the conditions of the

probationary period in accordance with the paragraphs above, or commits another violation of ECRA, the Regulations, or any order, license or authorization issued under ECRA, the suspension of the denial may be modified or revoked by BIS pursuant to Section 766.17(c) of the Regulations and a denial order (including a three-year denial period) activated against Luminultra. If the suspension of the denial is modified or revoked, the activation order may also revoke any BIS licenses in which Luminultra has an interest at the time of the activation order.<sup>6</sup> Should the suspension of the denial be modified or revoked pursuant to Section 766.17(c) of the Regulations, and a denial order (including a three-year denial period) be activated against Luminultra, for the duration of such denial order, Luminultra, and when acting for or on its behalf, its successors, assigns, directors, officers, employees, representatives, or agents, may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology 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

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<sup>6</sup> Such a revocation would include licenses existing at the time of the activation order.

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

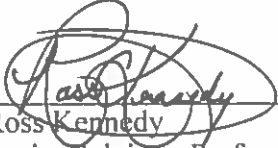
C. Benefitting in any way from any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or from any other activity subject to the Regulations.

SEVENTH, Luminultra will comply with the audit and training requirements in the Settlement Agreement Paragraph 2.c and 2.d, respectively.

EIGHTH, as detailed in the Settlement Agreement Paragraph 2.e, Luminultra shall be made subject to a suspended three-year denial of its export privileges under the Regulations, which as authorized by Section 766.18(c) of the Regulations may be waived in accordance with the provisions in the Settlement Agreement Paragraph 2.e.

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

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

  
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Ross Kennedy  
Senior Advisor. Performing the Non-Exclusive  
Functions and Duties of the  
Assistant Secretary for Export Enforcement

Issued this 30 day of September, 2025.

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

In the Matter of:

Luminultra Technologies Inc.  
805 Pinnacle Drive  
Suite M  
Linthicum Heights, MD, USA  
21090

Respondent.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Luminultra Technologies Inc. (“Luminultra” or “Respondent”), and the Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) (collectively the “Parties”), pursuant to Section 766.18(a) of the Export Administration Regulations (the “Regulations”).<sup>1</sup>

WHEREAS, BIS has notified Luminultra of its intention to initiate an administrative proceeding against it pursuant to the Regulations;<sup>2</sup>

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

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<sup>1</sup> The Regulations are issued under the authority of the Export Control Reform Act of 2018, Title XVII, Subtitle B of Pub. L. 115-232, 132 Stat. 2208 (“ECRA,” 50 U.S.C. §§ 4801-4852).

<sup>2</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2025). The charged violations occurred in 2022. The Regulations governing the violations at issue are found in the 2022 version of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2023)). The 2025 Regulations set forth the procedures that apply to this matter.

## **GENERAL ALLEGATIONS**

As described further below, on or about October 21, 2022, Luminultra violated the Regulations when it exported items subject to the EAR to an end user in Iran without the required authorization. Specifically, Luminultra exported three PhotonMaster luminometers and twenty-five aqueous test kits, all of which are categorized as EAR99 items,<sup>3</sup> but which required authorization for export to Iran under § 746.7(e) of the Regulations (15 C.F.R. Part 730 *et seq.*).

### **Key Parties**

#### **A. Luminultra**

Luminultra<sup>4</sup> is a Canadian company that manufactures and exports equipment for industrial water testing. Luminultra has a production facility in Linthicum Heights, Maryland, from which it exported the luminometers and test kits at issue in this case. According to publicly available databases, Luminultra has subsidiaries in the United States, France, and the United Kingdom. Across these three subsidiaries and the parent company, Luminultra employs approximately forty employees and has a combined annual revenue of \$12-19 million USD. Luminultra used the North American Industrial Classification System code 541380 which establishes a small business size of under 19 million USD in average yearly revenue. Luminultra categorizes itself as a small business.

#### **B. Fanavari Pishrafteh Jahan (“FPJ”)**

FPJ is a Tehran-based distribution company specializing in laboratory equipment and analytical instruments. Publicly available information estimates the size of the company to be between eleven to fifty employees. Their yearly revenue is unknown. FPJ claims that it is “the exclusive representative and seller of the best European, American[,] and Asian companies” on its Persian language website and displays Luminultra’s logo as one of the companies FPJ represents in distribution. Of the four companies listed on the website, Luminultra is the only North American company.

#### **C. ShipIt Freight Solutions**

ShipIt Freight Solutions (“ShipIt”) is a Dubai-based freight forwarding company. According to publicly available information, ShipIt primarily imports into the United Arab Emirates (“UAE”). It has an estimated thirteen employees and yearly sales of approximately 5 million AED (approximately 1.3 million USD).

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<sup>3</sup> EAR99 is a designation for items that are subject to the EAR but not classified on the Commerce Control List. See 734.3(c) of the EAR.

<sup>4</sup> Luminultra Technologies, Ltd. is the Canadian parent company. Luminultra Technologies, Inc. is the U.S. subsidiary in Maryland.

### **Charge 1      15 C.F.R. § 764.2(e) – Acting with Knowledge of a Violation**

On or about October 21, 2022, Luminultra acted with knowledge of a violation when it sold and exported items subject to the EAR and designated EAR99, including 3 luminometers and 25 aqueous test kits, and valued in total at \$45,856 CAD (approximately \$33,681 USD), with knowledge that these items were destined to Iran in violation of U.S. export controls.<sup>5</sup>

Luminultra violated the EAR with knowledge because, at all relevant times, Luminultra knew or should have known that its exports were ultimately destined for distribution within Iran and acted intentionally to conceal such a fact. In purchase emails, Luminultra acknowledged not only that the products were going to Iran, but also that sending the luminometers and test kits violated the EAR. Despite this, Luminultra chose to export the items and in fact provided a discount on the sale price to the account for the risk and additional costs the customer was undertaking in purchasing the items from Luminultra and giving them access to the restricted Iranian market.

1. According to Luminultra’s website, luminometers measure microbial activity and are used to keep “drinking water, wastewater, or industrial processes running smoothly and efficiently.” The associated test kits can be used to test “any kind of water system, including drinking water, source water, cooling water, and ballast water.”

2. The items exported by Luminultra are classified EAR99. Although the luminometers and test kits are classified as EAR99, their export to Iran required a license pursuant to 15 C.F.R. § 746.7(e) (stating “no person may export or reexport any item that is subject to the EAR if such transaction is prohibited by the Iranian Transactions and Sanctions Regulations” (“ITSR”) (*see* 31 C.F.R. Part 560) and not authorized by the Office of Foreign Assets Control (“OFAC”) under the U.S. Department of Treasury.

3. ITSR § 560.204 prohibits exports directly or indirectly from the United States to Iran, including transshipments through a third country to Iran, unless otherwise authorized. Section 560.530(a)(3) of the ITSR provides a general license for the exportation or reexportation of medicine and medical devices to Iran. On or about January 17, 2023, OFAC determined that neither the luminometers nor aqueous test kits are considered medical devices for purposes of this general license because these items do not fall within the definition of “medicine” under § 560.530(e)(2) or “medical device” under § 560.530(e)(3). As the luminometers and test kits did not fall under these definitions, these items required a specific license from OFAC for export to Iran pursuant to § 746.7(e) of the EAR. No OFAC license was sought or obtained.

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<sup>5</sup> *See* 15 C.F.R. § 772.1, which provides that “Knowledge of a circumstance (the term may be a variant, such as ‘know,’ ‘reason to know’ or ‘reason to believe’) includes not only positive knowledge that the circumstance exists or is substantially certain to occur, but also an awareness of a high probability of its existence or future occurrence. Such awareness is inferred from evidence of the conscious disregard of facts known to a person and is also inferred from a person’s willful avoidance of facts.”

4. Further, Luminultra's September 19, 2022 invoice for the sale of the 3 luminometers and 25 aqueous test kits contains special instructions that state, "General Purpose Reagents are manufactured by LuminUltra Technologies Inc. and are for municipal and industrial water testing NOT for human diagnostic or medical use."<sup>6</sup> Based on the company's own characterization of the items excluding the devices for medical use, Luminultra knew or should have known that the luminometers and test kits were not considered medical devices and therefore not authorized under OFAC's general license for export of medical devices.

5. Between on or about July 28, 2021, and on or about October 21, 2022, Luminultra negotiated the sale of luminometers and associated testing kits to FPJ through email communications with an FPJ employee. As described further below, the FPJ employee made multiple references to end use and distribution in Iran throughout these email negotiations, including requests to structure the invoice and shipping documents in a manner that would avoid reference to FPJ.

6. Luminultra had knowledge that the shipment was ultimately destined for Iran because FPJ represented as such in email correspondence to Luminultra. In an email dated on or about July 13, 2022, FPJ's representative requested a discount be applied to the shipment due to "sanctions and critical economic conditions." In the same email, FPJ's representative told Luminultra that "Iran is a big market of [testing solutions] well as luminometers" and that FPJ is "ready to work harder on your brand in Iran[.]" implying that closure of this deal would lead to Luminultra obtaining further business in Iran.

7. FPJ also requested, and Luminultra engaged in, deceptive practices to conceal the true end user and destination of the exports. After a price was negotiated, FPJ's representative instructed Luminultra in subsequent emails that "no reference is to be made to our company name and address in any documents!" and directed Luminultra to list only the address for ShipIt Freight Solutions in the UAE on documentation related to the shipment. The FPJ representative also requested that Luminultra draft an invoice that undervalued the shipment allegedly to avoid a 5% UAE import duty and directed the company to "please make sure no real invoice will be sent along with the shipment."

8. When a Luminultra employee expressed concern about undervaluing the invoice, FPJ's representative justified the request acknowledging that direct export of these items to Iran was illegal, stating, "You know because we can't work directly at the moment we must bear several extra charges." The FPJ representative specified that extra charges included "exchange broker fees in absence of a direct bank or bank transfer", "extra shipping and handling as goods can't be shipped directly to us", and a "5% customs duty that is to be paid in the UAE." Because export of the items from the United States to Iran was illegal, Luminultra and FJP took these additional actions to obscure the shipment to Iran by sending it through the UAE and to complete payment to the United States, when

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<sup>6</sup> Quotations refer to statements made in internal Luminultra documents collected as part of the BIS investigation.

the FJP bank was unable, due to OFAC sanctions, to send funds directly to the United States.

9. The unwillingness of FPJ to include its true identity in the shipping documents, as well as the designation of a UAE freight forwarder as the ultimate consignee to the transaction were “red flags,” imposing a duty upon Luminultra to verify the validity of the transaction. The Regulations provide that exporting companies need to establish clear compliance policies for their employees on how to handle “red flags” to ensure that transactions can be evaluated by responsible senior officials. If the company proceeds without justifying the “red flags,” it risks having “knowledge” of a pending violation of the EAR. *See* Supplement No. 3 to 15 C.F.R. Part 732.

10. More than disregarding red flags, managerial and supervisory level staff at Luminultra were aware the shipment was destined for Iran. In internal communications related to FPJ’s requests, a Luminultra employee reiterated to Luminultra’s VP of Sales that Iran was the final destination for the shipment. Addressing the VP of Sales by name, the Luminultra employee who had negotiated with the FPJ representative stated in an email that “this is the FPJ order *for Iran* and we are very nearly at the finish line but they’re making some strange requests around the commercial invoice that sound slightly shady.” (emphasis added).

11. Luminultra’s employees knew that falsifying the invoice for FJP’s purchase would be illegal and as a result, Luminultra ultimately declined to do so. However, despite the significant concerns raised by FPJ’s unusual requests, Luminultra proceeded with the transaction and shipped the luminometers and test kits on or around October 21, 2022. Luminultra listed ShipIt Freight Solutions as the ultimate consignee in the Electronic Export Information (EEI) filings, despite Luminultra employees, including the VP of Sales, knowing that ShipIt in the UAE was not the end-user, but rather, that the items would ultimately be shipped to FPJ in Iran.

12. Luminultra took deliberate actions to conceal the final destination of the shipment and its unlawful conduct from regulators. In addition to falsifying its EEI filing, as described further below, Luminultra, upon FPJ’s request, provided Canadian banking information to FPJ to avoid payment for the shipment in USD and through a US bank.

13. By selling and exporting items that Luminultra knew were destined to Iran without the requisite license from BIS, Luminultra committed one violation of § 764.2(e) of the EAR.

#### **Charge 2      15 C.F.R. § 764.2(g) – Misrepresentation and Concealment of Facts**

On or about October 5, 2022, Luminultra made false and misleading representations, statements, and certifications, in connection with the submission of an EEI filing, which collects basic information about items exported and the parties to an export.

1. “Electronic filing through the [Automated Export System (AES)] strengthens the U.S. government’s ability to prevent the export of certain items to unauthorized destinations and/or end users because the AES aids in targeting, identifying, and when necessary, confiscating suspicious or illegal shipments prior to exportation.” 15 C.F.R. § 30.1(b). The EEI filing is a statement to the U.S. Government that the transaction occurred as described, and moreover is an “export control document,” as defined in § 772.1 of the Regulations. *See* 15 C.F.R. § 758.1(a)-(b). Under § 758.1(f)(1)-(3) of the Regulations, when an EEI is filed, the filer of the EEI represents that: the export of the items described in the EEI filing is either authorized in accordance with the EAR or not subject to the EAR; statements on the EEI filing are in conformity with any license issued by BIS; and that all information on the EEI is true, accurate, and complete.

2. In the EEI for the October 21, 2022 export of luminometers and aqueous test kits, Luminultra falsely and misleadingly represented that the ultimate consignee for the items on the EEI was ShipIt Freight Solutions, based in Dubai, UAE, when in fact Luminultra knew that the ultimate consignee and end user of the items was FPJ in Iran. By so doing, Luminultra committed one violation of § 764.2(g) of the EAR.

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

WHEREAS, Luminultra has reviewed, with the assistance of counsel, the terms of this Agreement, the Order (“Order”) that the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, will issue if he approves this Agreement as the final resolution of this matter, and the Proposed Charging Letter, and understand the terms of all three documents;

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

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

WHEREAS, Luminultra admits committing the alleged conduct described in the Proposed Charging Letter; and

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

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

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

2. The following sanctions shall be imposed against Luminultra:

a. Luminultra shall be assessed a civil penalty in the amount of \$685,051, 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. The full and timely payment of the civil penalty agreed to in Paragraph 2.a above is hereby made a condition to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Luminultra.

c. Luminultra shall complete an export compliance audit by March 30, 2026, covering the period of calendar year 2025. Luminultra shall complete export compliance audits annually for the three-year probationary period for a total of three compliance audits. No later March 30 each year of the probationary period for which an audit is due, Luminultra shall submit the results of the audits, including any relevant supporting materials, to the Office of Export Enforcement, Dallas Field Office, 225 E. John Carpenter Freeway, Suite 820, Irving, TX 75062. The audits required under this Agreement and the Order shall be in substantial compliance with the Export Management and Compliance Program Audit Module: Self-Assessment Tool (currently available on the BIS web site at

<https://www.bis.doc.gov/index.php/documents/compliance-training/export-management-compliance/10-emcp-audit-module-self-assessment-tool/file>), and shall include an assessment of Luminultra's compliance with the Regulations (including, but not limited to, the recordkeeping and retention requirements set forth in Part 762 of the Regulations) and other U.S. export control laws, as well as compliance with this Agreement and the Order. In addition, where said audit identifies actual or potential violations of the Regulations, Luminultra shall promptly provide copies of the pertinent air waybills and other export control documents and supporting documentation to the OEE Dallas Field Office.

d. All Luminultra employees shall complete export compliance training. Within twelve months of the date of the Order, Luminultra will submit a certification that all employees have completed export compliance training to the OEE Dallas Field Office.

e. For a period of three (3) years from the date of the Order, Luminultra shall be made subject to a suspended three-year denial of its export privileges under the Regulations ("denial"). As authorized by Section 766.18(c) of the Regulations, such denial shall be suspended during this three-year probationary period and shall thereafter be waived, provided that:

i. Luminultra makes full and timely payment of the civil penalty in accordance with Paragraph 2.a above

ii. Luminultra has fully and timely complied with the audit and training requirements in accordance with Paragraphs 2.c and 2.d above;

iii. Luminultra agrees to answer truthfully all questions posed to the defendant by Special Agents of BIS about the defendant's export activities during the three

iv.-year probationary period; and

v. If Luminultra does not fully and timely comply with the audit requirements in accordance with Paragraph 2.c, the training requirements in accordance with Paragraph 2.d, or the conditions of the probationary period in accordance with Paragraph 2.e above, or commits another violation of ECRA, the Regulations, or any order, license or authorization issued under ECRA, the suspension of the denial may be modified or revoked by BIS pursuant to Section 766.17(c) of the Regulations and a denial order (including a three-year denial period) activated against Luminultra. If the suspension of the denial is modified or revoked, the activation order may also revoke any BIS licenses in which Luminultra has an interest at the time of the activation order.<sup>7</sup> Should the suspension of the denial be modified or revoked pursuant to Section 766.17(c) of the Regulations, and a denial order (including a three-year denial period) be activated against Luminultra, for the duration of such denial order, Luminultra, and when acting for or on its behalf, its successors, assigns, directors, officers, employees, representatives, or agents (hereinafter collectively referred to as “Denied Person”), may not, directly or indirectly, participate in any way in any transaction involving any commodity, software or technology (hereinafter collectively referred to as “item”) exported or to be exported from the United States that is subject to the Regulations, or in any other activity subject to the Regulations, including, but not limited to:

A. Applying for, obtaining, or using any license, license exception, or export control document;

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<sup>7</sup> Such a revocation would include licenses existing at the time of the activation order.

- 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.

3. Subject to the approval of this Agreement pursuant to Paragraph 7 hereof, Luminultra hereby waives all rights to further procedural steps in this matter, including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if issued; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Luminultra 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 ECRA or the Regulations arising out of the transactions identified in the Proposed Charging Letter or in connection with collection of the civil penalty or enforcement of this Agreement and the Order, if issued, from the date of the Order, until Luminultra pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement.

4. BIS agrees that upon successful compliance in full with the terms of this Agreement and the Order, if issued, BIS will not initiate any further administrative

proceeding against Luminultra in connection with any violation of the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

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

6. 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.

7. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, 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.

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

9. Each signatory affirms that he/she has authority to enter into this 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 Sonderman  
Acting Principal Deputy Assistant Secretary  
for Export Enforcement

Date: 9/30/2025

LUMINULTRA TECHNOLOGIES, INC.



Pat Whalen  
Chairman and Chief Executive Officer

Date: September 29, 2025

Reviewed and approved by:



T. James Min II  
LMD Trade Law PLLC  
Counsel for Respondent

Date: September 29, 2025



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Bureau of Industry and Security**  
**Office of Export Enforcement**  
1401 Constitution Avenue, Suite 4508  
Washington, DC 20230

## PROPOSED CHARGING LETTER

Luminultra Technologies Inc.  
ATTN: Pat Whalen  
805 Pinnacle Drive  
Suite M  
Linthicum Heights, MD, USA  
21090

Dear Mr. Whalen,

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Luminultra Technologies Inc. (“Luminultra”) has committed twenty-eight violations of the Export Administration Regulations (the “EAR” or “Regulations”).<sup>1</sup> Specifically, BIS alleges the following:

### GENERAL ALLEGATIONS

As described further below, on or about October 21, 2022, Luminultra violated the Regulations when it exported items subject to the EAR to an end user in Iran without the required authorization. Specifically, Luminultra exported three PhotonMaster luminometers and twenty-five aqueous test kits, all of which are categorized as EAR99 items,<sup>2</sup> but which required authorization for export to Iran under § 746.7(e) of the Regulations (15 C.F.R. Part 730 *et seq.*).

### Key Parties

#### A. Luminultra

Luminultra<sup>3</sup> is a Canadian company that manufactures and exports equipment for industrial water testing. Luminultra has a production facility in Linthicum Heights, Maryland, from which it exported the luminometers and test kits at issue in this case. According to publicly available databases, Luminultra has subsidiaries in the United States, France, and the United Kingdom. Across these three subsidiaries and the parent company, Luminultra employs approximately forty employees and has a combined annual revenue of \$12-19 million USD. Luminultra used the North

<sup>1</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2025). The charged violations occurred in 2022. The Regulations governing the violations at issue are found in the 2022 through 2023 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774 (2022 - 2023)). The 2025 Regulations set forth the procedures that apply to this matter.

<sup>2</sup> EAR99 is a designation for items that are subject to the EAR but not classified on the Commerce Control List. *See* 734.3 (c) of the EAR.

<sup>3</sup> Luminultra Technologies, Ltd. is the Canadian parent company. Luminultra Technologies, Inc. is the U.S. subsidiary in Maryland.



American Industrial Classification System code 541380 which establishes a small business size of under 19 million USD in average yearly revenue. Luminultra categorizes itself as a small business.

**B. Fanavari Pishrafteh Jahan (“FPJ”)**

FPJ is a Tehran-based distribution company specializing in laboratory equipment and analytical instruments. Publicly available information estimates the size of the company to be between eleven to fifty employees. Their yearly revenue is unknown. FPJ claims that it is “the exclusive representative and seller of the best European, American[,] and Asian companies” on its Persian language website and displays Luminultra’s logo as one of the companies FPJ represents in distribution. Of the four companies listed on the website, Luminultra is the only North American company.

**C. ShipIt Freight Solutions**

ShipIt Freight Solutions (“ShipIt”) is a Dubai-based freight forwarding company. According to publicly available information, ShipIt primarily imports into the United Arab Emirates (“UAE”). It has an estimated thirteen employees and yearly sales of approximately 5 million AED (approximately 1.3 million USD).

**Charge 1      15 C.F.R. § 764.2(e) – Acting with Knowledge of a Violation**

On or about October 21, 2022, Luminultra acted with knowledge<sup>4</sup> of a violation when it sold and exported items subject to the EAR and designated EAR99, including 3 luminometers and 25 aqueous test kits, and valued in total at \$45,856 CAD (approximately \$33,681 USD), with knowledge that these items were destined to Iran in violation of U.S. export controls.

Luminultra violated the EAR with knowledge because, at all relevant times, Luminultra knew or should have known that its exports were ultimately destined for distribution within Iran and acted intentionally to conceal such a fact. In purchase emails, Luminultra acknowledged not only that the products were going to Iran, but also that sending the luminometers and test kits violated the EAR. Despite this, Luminultra chose to export the items and in fact provided a discount on the sale price to the account for the risk and additional costs the customer was undertaking in purchasing the items from Luminultra and giving them access to the restricted Iranian market.

1. According to Luminultra’s website, luminometers measure microbial activity and are used to keep “drinking water, wastewater, or industrial processes running smoothly and efficiently.” The associated test kits can be used to test “any kind of water system, including drinking water, source water, cooling water, and ballast water.”
2. The items exported by Luminultra are classified EAR99. Although the luminometers and test kits are classified as EAR99, their export to Iran required a license pursuant to 15 C.F.R. § 746.7(e) (stating “no person may export or reexport any item that is subject to the

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<sup>4</sup> See 15 C.F.R. § 772.1, defining knowledge.

EAR if such transaction is prohibited by the Iranian Transactions and Sanctions Regulations” (“ITSR”) (*see* 31 C.F.R. Part 560) and not authorized by the Office of Foreign Assets Control (“OFAC”) under the U.S. Department of Treasury.

3. ITSR § 560.204 prohibits exports directly or indirectly from the United States to Iran, including transshipments through a third country to Iran, unless otherwise authorized. Section 560.530(a)(3) of the ITSR provides a general license for the exportation or reexportation of medicine and medical devices to Iran. On or about January 17, 2023, OFAC determined that neither the luminometers nor aqueous test kits are considered medical devices for purposes of this general license because these items do not fall within the definition of “medicine” under § 560.530(e)(2) or “medical device” under § 560.530(e)(3). As the luminometers and test kits did not fall under these definitions, these items required a specific license from OFAC for export to Iran pursuant to § 746.7(e) of the EAR. No OFAC license was sought or obtained.
4. Further, Luminultra’s September 19, 2022 invoice for the sale of the 3 luminometers and 25 aqueous test kits contains special instructions that state, “General Purpose Reagents are manufactured by LuminUltra Technologies Inc. and are for municipal and industrial water testing NOT for human diagnostic or medical use.”<sup>5</sup> Based on the company’s own characterization of the items excluding the devices for medical use, Luminultra knew or should have known that the luminometers and test kits were not considered medical devices and therefore not authorized under OFAC’s general license for export of medical devices.
5. Between on or about July 28, 2021, and on or about October 21, 2022, Luminultra negotiated the sale of luminometers and associated testing kits to FPJ through email communications with an FPJ employee. As described further below, the FPJ employee made multiple references to end use and distribution in Iran throughout these email negotiations, including requests to structure the invoice and shipping documents in a manner that would avoid reference to FPJ.
6. Luminultra had knowledge that the shipment was ultimately destined for Iran because FPJ represented as such in email correspondence to Luminultra. In an email dated on or about July 13, 2022, FPJ’s representative requested a discount be applied to the shipment due to “sanctions and critical economic conditions.” In the same email, FPJ’s representative told Luminultra that “Iran is a big market of [testing solutions] well as luminometers” and that FPJ is “ready to work harder on your brand in Iran[,]” implying that closure of this deal would lead to Luminultra obtaining further business in Iran.
7. FPJ also requested, and Luminultra engaged in, deceptive practices to conceal the true end user and destination of the exports. After a price was negotiated, FPJ’s representative instructed Luminultra in subsequent emails that “no reference is to be made to our company name and address in any documents!” and directed Luminultra to list only the address for ShipIt Freight Solutions in the UAE on documentation related to the shipment. The FPJ representative also requested that Luminultra draft an invoice that undervalued the

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<sup>5</sup> Quotations refer to statements made in internal Luminultra documents collected as part of the BIS investigation.

shipment allegedly to avoid a 5% UAE import duty and directed the company to “please make sure no real invoice will be sent along with the shipment.”

8. When a Luminultra employee expressed concern about undervaluing the invoice, FPJ’s representative justified the request acknowledging that direct export of these items to Iran was illegal, stating, “You know because we can’t work directly at the moment we must bear several extra charges.” The FPJ representative specified that extra charges included “exchange broker fees in absence of a direct bank or bank transfer”, “extra shipping and handling as goods can’t be shipped directly to us”, and a “5% customs duty that is to be paid in the UAE.” Because export of the items from the United States to Iran was illegal, Luminultra and FJP took these additional actions to obscure the shipment to Iran by sending it through the UAE and to complete payment to the United States, when the FJP bank was unable, due to OFAC sanctions, to send funds directly to the United States.
9. The unwillingness of FPJ to include its true identity in the shipping documents, as well as the designation of a UAE freight forwarder as the ultimate consignee to the transaction were “red flags,” imposing a duty upon Luminultra to verify the validity of the transaction. The Regulations provide that exporting companies need to establish clear compliance policies for their employees on how to handle “red flags” to ensure that transactions can be evaluated by responsible senior officials. If the company proceeds without justifying the “red flags,” it risks having “knowledge” of a pending violation of the EAR. *See* Supplement No. 3 to 15 C.F.R. Part 732.
10. More than disregarding red flags, managerial and supervisory level staff at Luminultra were aware the shipment was destined for Iran. In internal communications related to FPJ’s requests, a Luminultra employee reiterated to Luminultra’s VP of Sales that Iran was the final destination for the shipment. Addressing the VP of Sales by name, the Luminultra employee who had negotiated with the FPJ representative stated in an email that “this is the FPJ order *for Iran* and we are very nearly at the finish line but they’re making some strange requests around the commercial invoice that sound slightly shady.” (emphasis added).
11. Luminultra’s employees knew that falsifying the invoice for FJP’s purchase would be illegal and as a result, Luminultra ultimately declined to do so. However, despite the significant concerns raised by FPJ’s unusual requests, Luminultra proceeded with the transaction and shipped the luminometers and test kits on or around October 21, 2022. Luminultra listed ShipIt Freight Solutions as the ultimate consignee in the Electronic Export Information (EEI) filings, despite Luminultra employees, including the VP of Sales, knowing that ShipIt in the UAE was not the end-user, but rather, that the items would ultimately be shipped to FPJ in Iran.
12. Luminultra took deliberate actions to conceal the final destination of the shipment and its unlawful conduct from regulators. In addition to falsifying its EEI filing, as described further below, Luminultra, upon FPJ’s request, provided Canadian banking information to FPJ to avoid payment for the shipment in USD and through a US bank.

13. By selling and exporting items that Luminultra knew were destined to Iran without the requisite license from BIS, Luminultra committed one violation of § 764.2(e) of the EAR.

**Charge 2      15 C.F.R. § 764.2(g) – Misrepresentation and Concealment of Facts**

On or about October 5, 2022, Luminultra made false and misleading representations, statements, and certifications, in connection with the submission of an EEI filing, which collects basic information about items exported and the parties to an export.

1. “Electronic filing through the [Automated Export System (AES)] strengthens the U.S. government’s ability to prevent the export of certain items to unauthorized destinations and/or end users because the AES aids in targeting, identifying, and when necessary, confiscating suspicious or illegal shipments prior to exportation.” 15 C.F.R. § 30.1(b). The EEI filing is a statement to the U.S. Government that the transaction occurred as described, and moreover is an “export control document,” as defined in § 772.1 of the Regulations. *See* 15 C.F.R. § 758.1(a)-(b). Under § 758.1(f)(1)-(3) of the Regulations, when an EEI is filed, the filer of the EEI represents that: the export of the items described in the EEI filing is either authorized in accordance with the EAR or not subject to the EAR; statements on the EEI filing are in conformity with any license issued by BIS; and that all information on the EEI is true, accurate, and complete.
2. In the EEI for the October 21, 2022 export of luminometers and aqueous test kits, Luminultra falsely and misleadingly represented that the ultimate consignee for the items on the EEI was ShipIt Freight Solutions, based in Dubai, UAE, when in fact Luminultra knew that the ultimate consignee and end user of the items was FPJ in Iran. By so doing, Luminultra committed one violation of § 764.2(g) of the EAR.

\*      \*      \*      \*      \*

Accordingly, Luminultra is hereby notified that an administrative proceeding is instituted against it pursuant to Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including, but not limited to, any or all of the following:

- The maximum civil penalty of an amount not to exceed the greater of \$374,474 per violation or an amount that is twice the amount of the transaction that is the basis of the violation with respect to which the penalty is imposed;<sup>6</sup>
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

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<sup>6</sup> *See* 50 U.S.C. § 4819 (prescribing civil monetary penalty amount for ECRA violation); 15 C.F.R. §§ 6.3(c)(6), 6.4 (adjusting civil monetary penalty amount for inflation).

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

Luminultra is further notified that it is entitled to an agency hearing on the record if it files a written demand for one with any answer. *See* 15 C.F.R. § 766.6. Luminultra is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. *See* 15 C.F.R. §§ 766.3(a) and 766.4.

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

Respondents are further notified that under the Small Business Regulatory Enforcement Flexibility Act, Respondents 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, Luminultra's answer must be filed in accordance with the instructions in § 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 Luminultra's answer must be served on BIS at the following address:

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

B. Kathryn Debrason is the attorney representing BIS in this case; any communications that Luminultra may wish to have concerning this matter should occur through her. Ms. Debrason may be contacted at [KDebrason1@doc.gov](mailto:KDebrason1@doc.gov) or 202-482-5301.

Sincerely,

Steven Fisher  
Acting Director  
Office of Export Enforcement

**Schedule of Violations**

Charge No.	Shipment Date	Item Description	Item Classification	Violation Type	Value Per Item
1	October 21, 2022	3x PhotonMaster Luminometer & Equipment Set	EAR99	15 CFR § 764.2(e)	\$ 4,720.16 <sup>7</sup>
	October 21, 2022	25x Aqueous Test Kits	EAR99	15 CFR § 764.2(e)	\$ 1,267.84
<b>Total Value of Shipments:</b>					<b>\$45,856.48 CAD</b> (\$33,438 USD)

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<sup>7</sup> This is an estimated value as some documents show the originally invoiced price per unit while others show the discounted price.