

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

In the Matter of:

Vizocom ICT
860 Jamacha Rd, Ste 104
El Cajon, CA 92019

ORDER RELATING TO
VIZOCOM ICT

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Vizocom ICT (“Vizocom”), of its intention to initiate an administrative proceeding against Vizocom pursuant to Section 766.18(a) of the Export Administration Regulations (the “Regulations”)¹, through the issuance of a Proposed Charging Letter to Vizocom that alleges that Vizocom committed one violation of the Regulations.²

Specifically:

Charge 1 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct by Exporting EAR-Controlled Technology to the PRC

On one occasion on approximately May 22, 2019, Vizocom uploaded/transferred specifications for a U.S. manufacturer’s Very High Frequency/Ultra High Frequency (VHF/UHF) antenna to the “Made in China” portal operated by a Chinese manufacturer located in the People’s Republic of China (“PRC”). The antenna is designed for military radios and has no civilian applications. The specifications are technology subject to the Regulations because they consist of information necessary for the production of the antenna³ and are controlled for National Security and Regional Stability reasons under Export Control Classification Number (“ECCN”) 3E611 for the production of an antenna

¹ 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).

² The Regulations are currently codified in the Code of Federal Regulations (the “Code”) at 15 C.F.R. Parts 730-774 (2025). The regulations governing the violations at issue, which occurred in 2019, are found in the 2019 versions of the Code (15 C.F.R. Parts 730-774 (2019)). The 2025 Regulations govern the procedures that apply to this matter

³ Section 772.1 of the Regulations defines “technology” to mean “[i]nformation necessary for the “development,” “production,” “use,” operation, installation, maintenance, repair, overhaul, or refurbishing (or other terms specified in ECCNs on the CCL that control “technology”) of an item.”

controlled under ECCN 3A611.⁴ Pursuant to Sections 742.4 and 742.6 of the Regulations, a BIS license was required to export the specifications to the PRC, and no license exceptions were available.⁵ Vizocom did not seek or obtain a license for the export of the specifications.

Vizocom purchased antennas from the Chinese manufacturer that were produced based on the specifications that were uploaded and transmitted to the Chinese manufacturer. Vizocom supplied 450 antennas produced by the Chinese manufacturer to the U.S. Navy, using packaging and a specification sheet that falsely represented the identity of the manufacturer. Vizocom received \$165,109.50 for the antennas.

General Allegations

1. Vizocom bid on a U.S. Navy Request for Proposal (“RFP”) for 450 VHF/UHF antennas manufactured by U.S. Company 1. The RFP specifically required that the awardee must be an authorized distributor or reseller of antennas manufactured by U.S. Company 1 and stated that there was no possible substitute. Prior to placing its bid, Vizocom obtained a quote from U.S. Company 1 for the purchase of said antennas in the amount of \$165,109.50 but did not complete the purchase. Vizocom submitted a bid on the Navy RFP in the same amount (i.e., \$165,109.50) and received the award.
2. On May 22, 2019, after Vizocom had received the award, a Vizocom employee contacted the Chinese manufacturer through its “Made-in-China” web portal, stating, “I am looking for 500 Ea.. Antenna as the attached specification please let me have your price Ex work and lead time.” An employee of the Chinese manufacturer confirmed receipt of the specifications (“I checked your antenna specifications”) and requested confirmation of some specification parameters.
3. Employees of Vizocom engaged in extensive correspondence with the Chinese manufacturer over the antenna details, sample photographs, and pricing, eventually agreeing to a price of \$6 per antenna for 500 antennas. In that discussion, a Vizocom employee emphasized that the antennas must match the external appearance of the requested antenna: “Sorry – one clarification – what is important is that the finish should be silver/nickel, even if the actual material is copper or brass but they should be silver plated and not black color – i....e. it should match what we have in the photo below.”⁶

⁴ 600-series ECCNs indicate items that are listed on the Wassenaar Munitions List or were formerly listed on the U.S. Munitions list. *See* Section 738.2 of the Regulations.

⁵ Under Section 734.14(a)(1) of the Regulations, an “export” is defined as “an actual shipment or transmission out of the United States, including the sending or taking of an item out of the United States, in any manner.”

⁶ Two employees have been indicted on fraud charges for their role in these activities. Indictment, *United States v. Kumar and Beren*, Case No. 8:22-cr-00121-TDC, (D. Md. April 6, 2022) ECF No. 1.

4. At Vizocom's request, the Chinese manufacturer mailed three antennas it produced based on the uploaded specifications to the residence of Vizocom's CEO, as samples. Vizocom subsequently arranged to purchase 500 of the antennas from the Chinese manufacturer, and separately arranged for U.S. Company 2 to test and package the antennas under its own name and send 450 of the repackaged antennas to the U.S. Navy.
5. Vizocom emailed the technical specification sheet for the antennas to the U.S. Navy, altered and modified to fraudulently represent that they were produced by U.S. Company 2. However, Vizocom failed to reveal that the antennas were actually manufactured by the Chinese company in question. Vizocom stated that the sheet was an "updated datasheet from the main manufacturer which we are providing the antennas from." The Navy point-of-contact asked for confirmation that U.S. Company 2 "would build them to the specification of the part number," and Vizocom confirmed, "Yes, [U.S. Company 2] has confirmed that and have already fully tested the antenna."
6. Vizocom provided 450 of the repackaged PRC-made antennas to the U.S. Navy. The Navy paid Vizocom \$165,109.50 for the antennas.

WHEREAS, BIS and Vizocom 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, Vizocom 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, Vizocom shall be assessed a civil penalty in the amount of \$374,474. Vizocom shall pay the U.S. Department of Commerce, over the next five years, in twenty installments consisting of: \$18,723.70 due not later than March 15, 2026, followed by quarterly installments of \$18,723.70 due every three months thereafter, until the last installment is paid on December 15, 2030, as set forth below. If any of the installment payments is not fully and timely made, any remaining scheduled installment payments

may become due and owing immediately. Payment shall be made in the manner specified in the attached instructions.

Payment Number	Amount	Date Due
1	\$18,723.70	3/15/2026
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20	\$18,723.70	12/15/2030

SECOND, that, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2018)), 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, Vizocom will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, for a period of five (5) years from the date of the Order, Vizocom ICT, with a last known address of 860 Jamacha Rd, Ste 104, El Cajon, CA 92019, shall be made subject to a five-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 five-year probationary period and shall thereafter be waived, provided that Vizocom has made full and timely payment in accordance with Paragraph 2.a, and has not committed another violation of ECRA, the Regulations, or any order, license or authorization issued under ECRA or the Regulations. If Vizocom does not make full and timely payment in accordance with Paragraph 2.a above, or commits another violation of ECRA, the Regulations, or any order, license or authorization issued under ECRA or the Regulations during the five-year suspension period under the Order, 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 five-year denial period) activated against Vizocom. If the suspension of the denial is modified or revoked, the activation order may also revoke any BIS licenses in which Vizocom has an interest at the time of the activation order.

FOURTH, 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 five-year denial period) be activated against Vizocom, for the duration of such denial order, Vizocom, 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;

- 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.

FIFTH, should the suspension of the denial be modified or revoked, and a denial order be activated against Vizocom, for the duration of the denial order, no person may, directly or indirectly, do any of the following:

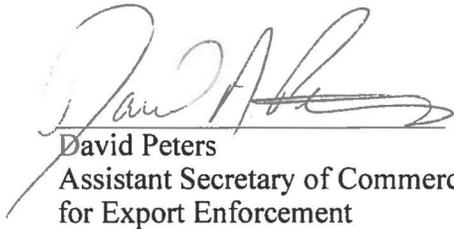
- A. Export or reexport to or on behalf of the Denied Person any item subject to the Regulations;
- B. Take any action that facilitates the acquisition or attempted acquisition by the Denied Person of the ownership, possession, or control of any item subject to the Regulations that has been or will be 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.

SIXTH, 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.

SEVENTH, 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.


David Peters
Assistant Secretary of Commerce
for Export Enforcement

Issued this 24th day of February, 2026.

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

In the Matter of:

Vizocom ICT
860 Jamacha Rd, Ste 104
El Cajon, CA 92019

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Vizocom ICT (“Vizocom”), 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”).¹

WHEREAS, BIS has notified Vizocom of its intentions to initiate an administrative proceeding against Vizocom pursuant to the Regulations;²

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

Charge 1 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct by Exporting EAR-Controlled Technology to the PRC

On one occasion on approximately May 22, 2019, Vizocom uploaded/transferred specifications for a U.S. manufacturer’s Very High Frequency/Ultra High Frequency (VHF/UHF) antenna to the “Made in China” portal operated by a Chinese manufacturer located in the People’s Republic of China (“PRC”). The antenna is designed for military radios and has no civilian applications. The specifications are technology subject to the

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Regulations because they consist of information necessary for the production of the antenna³ and are controlled for National Security and Regional Stability reasons under Export Control Classification Number (“ECCN”) 3E611 for the production of an antenna controlled under ECCN 3A611.⁴ Pursuant to Sections 742.4 and 742.6 of the Regulations, a BIS license was required to export the specifications to the PRC, and no license exceptions were available.⁵ Vizocom did not seek or obtain a license for the export of the specifications.

Vizocom purchased antennas from the Chinese manufacturer that were produced based on the specifications that were uploaded and transmitted to the Chinese manufacturer. Vizocom supplied 450 antennas produced by the Chinese manufacturer to the U.S. Navy, using packaging and a specification sheet that falsely represented the identity of the manufacturer. Vizocom received \$165,109.50 for the antennas.

General Allegations

1. Vizocom bid on a U.S. Navy Request for Proposal (“RFP”) for 450 VHF/UHF antennas manufactured by U.S. Company 1. The RFP specifically required that the awardee must be an authorized distributor or reseller of antennas manufactured by U.S. Company 1 and stated that there was no possible substitute. Prior to placing its bid, Vizocom obtained a quote from U.S. Company 1 for the purchase of said antennas in the amount of \$165,109.50 but did not complete the purchase. Vizocom submitted a bid on the Navy RFP in the same amount (i.e., \$165,109.50) and received the award.
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3. Employees of Vizocom engaged in extensive correspondence with the Chinese manufacturer over the antenna details, sample photographs, and pricing, eventually agreeing to a price of \$6 per antenna for 500 antennas. In that discussion, a Vizocom employee emphasized that the antennas must match the external appearance of the requested antenna: “Sorry – one clarification – what is

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4. At Vizocom’s request, the Chinese manufacturer mailed three antennas it produced based on the uploaded specifications to the residence of Vizocom’s CEO, as samples. Vizocom subsequently arranged to purchase 500 of the antennas from the Chinese manufacturer, and separately arranged for U.S. Company 2 to test and package the antennas under its own name and send 450 of the repackaged antennas to the U.S. Navy.
5. Vizocom emailed the technical specification sheet for the antennas to the U.S. Navy, altered and modified to fraudulently represent that they were produced by U.S. Company 2. However, Vizocom failed to reveal that the antennas were actually manufactured by the Chinese company in question. Vizocom stated that the sheet was an “updated datasheet from the main manufacturer which we are providing the antennas from.” The Navy point-of-contact asked for confirmation that U.S. Company 2 “would build them to the specification of the part number,” and Vizocom confirmed, “Yes, [U.S. Company 2] has confirmed that and have already fully tested the antenna.”
6. Vizocom provided 450 of the repackaged PRC-made antennas to the U.S. Navy. The Navy paid Vizocom \$165,109.50 for the antennas.

WHEREAS, Vizocom 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, Vizocom has reviewed, with the assistance of counsel, the terms of this Agreement, 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, and the Proposed Charging Letter, and understands the terms of all three documents;

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

⁶ Two employees have been indicted on fraud charges for their role in these activities. Indictment, *United States v. Kumar and Beren*, Case No. 8:22-cr-00121-TDC, (D. Md. April 6, 2022) ECF No. 1.

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

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

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

2. The following sanctions shall be imposed against Vizocom:

a. Vizocom shall be assessed a civil penalty in the amount of \$374,474.

Vizocom shall pay the U.S. Department of Commerce, over the next five years, in twenty installments consisting of: \$18,723.70 due not later than March 15, 2026, followed by quarterly installments of \$18,723.70 due every three months thereafter, until the last installment is paid on December 15, 2030, as set forth below:

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Payment shall be made in the manner specified in the attached instructions. If any of the installment payments is not fully and timely made, any remaining scheduled installment payments may become due and owing immediately.

b. For a period of five (5) years from the date of the Order, Vizocom shall be made subject to a suspended five-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 five-year probationary period and shall thereafter be waived, provided that Vizocom has made full and timely payment in

accordance with Paragraph 2.a, has not committed another violation of ECRA, the Regulations, or any order, license or authorization issued under ECRA or the Regulations. If Vizocom does not make full and timely payment in accordance with Paragraph 2.a above, 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 five-year denial period) activated against Vizocom. If the suspension of the denial is modified or revoked, the activation order may also revoke any BIS licenses in which Vizocom has an interest at the time of the activation order.⁷

c. 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 five-year denial period) be activated against Vizocom, for the duration of such denial order, Vizocom, 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:

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

⁷ Such a revocation would include licenses existing at the time of the activation order.

ii. Carrying on negotiations concerning, or ordering, buying, receiving, using, selling, delivering, storing, disposing of, forwarding, transporting, financing, or otherwise servicing in any way, any transaction involving any item exported or to be exported from the United States that is subject to the Regulations, or engaging in any other activity subject to the Regulations; or

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

3. Subject to the approval of this Agreement pursuant to Paragraph 7 hereof, Vizocom 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; and (b) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Vizocom also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Act or the Regulations arising out of the transactions identified in the Proposed Charging Letter or enforcement of this Agreement and the Order, if issued.

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 Vizocom in connection with any violation of the Regulations arising out of the transaction 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 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 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.

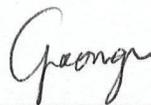
9. Each signatory affirms that he/she has authority to enter into this Agreement and to bind his/her respective party to the terms and conditions set forth herein.

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

STEVEN FISHER Digitally signed by STEVEN
FISHER
Date: 2026.02.17 10:00:33 -05'00'

Steven Fisher
Acting Director of Export Enforcement

VIZOCOM ICT

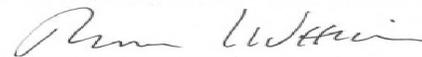


George Attar
President

Date: _____

Date: 2/10/2026

Reviewed and approved by:



Brian Whisler, Esq.
Baker & McKenzie LLP
Counsel for Vizocom ICT

Date: February 11, 2026

PROPOSED CHARGING LETTER

U.S. REGISTERED MAIL- RETURN RECEIPT REQUESTED

Vizocom ICT
860 Jamacha Rd, Ste 104
El Cajon, CA 92019

Attention: George Attar

Dear Mr. Attar:

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Vizocom ICT (“Vizocom”), has committed the following violation of the Export Administration Regulations (the “Regulations”).¹

Charge 1 15 C.F.R. § 764.2(a) – Engaging in Prohibited Conduct by Exporting EAR-Controlled Technology to the PRC

On one occasion on approximately May 22, 2019, Vizocom uploaded/transferred specifications for a U.S. manufacturer’s Very High Frequency/Ultra High Frequency (VHF/UHF) antenna to the “Made in China” portal operated by a Chinese manufacturer located in the People’s Republic of China (“PRC”). The antenna is designed for military radios and has no civilian applications. The specifications are technology subject to the Regulations because they consist of information necessary for the production of the antenna² and are controlled for National Security and Regional Stability reasons under Export Control Classification Number (“ECCN”) 3E611 for the production of an antenna controlled under ECCN 3A611.³ Pursuant to Sections 742.4 and 742.6 of the Regulations, a BIS license was required to export the specifications to the PRC, and no license exceptions were available.⁴ Vizocom did not seek or obtain a license for the export of the specifications.

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1. Vizocom bid on a U.S. Navy Request for Proposal (“RFP”) for 450 VHF/UHF antennas manufactured by U.S. Company 1. The RFP specifically required that the awardee must be an authorized distributor or reseller of antennas manufactured by U.S. Company 1 and stated that there was no possible substitute. Prior to placing its bid, Vizocom obtained a quote from U.S. Company 1 for the purchase of said antennas in the amount of \$165,109.50 but did not complete the purchase. Vizocom submitted a bid on the Navy RFP in the same amount (i.e., \$165,109.50) and received the award.
2. On May 22, 2019, after Vizocom had received the award, a Vizocom employee contacted the Chinese manufacturer through its “Made-in-China” web portal, stating, “I am looking for 500 Ea.. Antenna as the attached specification please let me have your price Ex work and lead time.” An employee of the Chinese manufacturer confirmed receipt of the specifications (“I checked your antenna specifications”) and requested confirmation of some specification parameters.
3. Employees of Vizocom engaged in extensive correspondence with the Chinese manufacturer over the antenna details, sample photographs, and pricing, eventually agreeing to a price of \$6 per antenna for 500 antennas. In that discussion, a Vizocom employee emphasized that the antennas must match the external appearance of the requested antenna: “Sorry – one clarification – what is important is that the finish should be silver/nickel, even if the actual material is copper or brass but they should be silver plated and not black color – i...e. it should match what we have in the photo below.”⁵
4. At Vizocom’s request, the Chinese manufacturer mailed three antennas it produced based on the uploaded specifications to the residence of Vizocom’s CEO, as samples. Vizocom subsequently arranged to purchase 500 of the antennas from the Chinese manufacturer, and separately arranged for U.S. Company 2 to test and package the antennas under its own name and send 450 of the repackaged antennas to the U.S. Navy.
5. Vizocom emailed the technical specification sheet for the antennas to the U.S. Navy, altered and modified to fraudulently represent that they were produced by U.S. Company 2. However, Vizocom failed to reveal that the antennas were actually manufactured by the Chinese company in question. Vizocom stated that the sheet was an “updated datasheet from the main manufacturer which we are providing the antennas from.” The Navy point-of-contact asked for confirmation

⁵ Two employees have been indicted on fraud charges for their role in these activities. Indictment, *United States v. Kumar and Beren*, Case No. 8:22-cr-00121-TDC, (D. Md. April 6, 2022) ECF No. 1.

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that U.S. Company 2 “would build them to the specification of the part number,” and Vizocom confirmed, “Yes, [U.S. Company 2] has confirmed that and have already fully tested the antenna.”

6. Vizocom provided 450 of the repackaged PRC-made antennas to the U.S. Navy. The Navy paid Vizocom \$165,109.50 for the antennas.

* * * * *

Accordingly, Vizocom 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 sanctions⁶, including, but not limited to any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of \$374,474 per violation,⁷ or twice the value of the transaction that is the basis of the violation;
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

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

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

⁶ The potential sanctions are specified in Section 1760(c) of the Export Control Reform Act (“ECRA”), codified at 50 U.S.C. § 4819.

⁷ This amount is subject to annual increases pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015. *See* 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).

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Vizocom is further notified that under the Small Business Regulatory Enforcement Flexibility Act, Vizocom 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, Vizocom'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 Vizocom's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security
Attention: Gregory Michelsen and Laura Cole
Room H-3839
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Gregory Michelsen and Laura Cole are the attorneys representing BIS in this case; any communications that Vizocom may wish to have concerning this matter should occur through them. They may be contacted by email at gmichelsen@doc.gov or lcole@doc.gov.

Sincerely,

Steven Fisher
Acting Director
Office of Export Enforcement