

UNITED STATES OF AMERICA  
DEPARTMENT OF COMMERCE

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In the Matter of )  
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**Colt's Manufacturing Company LLC** )  
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Case No. 26-01

**ORDER**

The Office of Antiboycott Compliance, Bureau of Industry and Security, United States Department of Commerce (“BIS”) has notified Colt’s Manufacturing Company LLC (“Colt”),<sup>1</sup> of its intention to initiate an administrative proceeding pursuant to Section 766.3 of the Export Administration Regulations (“EAR” or the “Regulations”),<sup>2</sup> against Colt through the issuance of a Proposed Charging Letter to Colt (a copy of which is attached hereto and incorporated by reference)<sup>3</sup> that alleges that Colt committed six violations of the Regulations.

WHEREAS, BIS and Colt have entered into a Settlement Agreement pursuant to Section

<sup>1</sup> As set forth in the Proposed Charging Letter, Colt is a U.S. person, specifically, a domestic concern, under part 760 of the EAR. See Section 760.1 (Definitions).

<sup>2</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. parts 730–774 (2025). On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801–4852 (“ECRA”). The Anti-Boycott Act of 2018 is codified as Subchapter II of ECRA. The substantive antiboycott provisions of the EAR are set forth in part 760 of the EAR. Recordkeeping requirements related to part 760 are set forth in part 762 of the EAR.

<sup>3</sup> The violations alleged occurred during the year 2019. The Regulations governing the violations at issue are found in the 2019 version of the Code of Federal Regulations (15 C.F.R. parts 730–774 (2019)). The 2025 Regulations govern the procedural aspects of this matter.

766.18(a) of the Regulations, whereby they have agreed to settle this matter in accordance with the terms and conditions set forth therein;

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

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

IT IS THEREFORE ORDERED:

FIRST, that Colt shall be assessed a civil penalty in the amount of \$72,750, the payment of which shall be made to the U.S. Department of Commerce within 30 days from the date of entry of this Order.

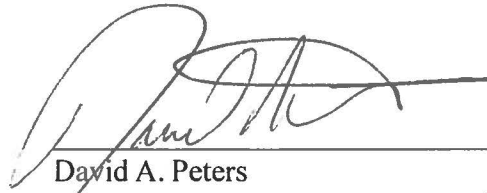
SECOND, that pursuant to the Debt Collections Act of 1982, as amended (31 U.S.C. §§ 3701–3720E), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, Colt shall be assessed, in addition to 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 in accordance with the payment schedule set forth 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 Colt. Accordingly, should Colt fail to pay the civil penalty in a full and timely manner, the undersigned may issue an order denying all of Colt's export privileges under the Regulations for a period of one year from the date of failure to make such payment.

FOURTH, that 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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David A. Peters  
Assistant Secretary of Commerce for Export  
Enforcement

Entered this 18<sup>th</sup> day of May, 2026

Attachments

## NOTICE

The Order to which this Notice is attached describes the reasons for the assessment of the civil monetary penalty. It also specifies the amount owed and the date by which payment of the civil penalty is due and payable.

Under the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701–3720E) and the Federal Claims Collection Standards (31 C.F.R. parts 900–904 (2025)), interest accrues on any and all civil monetary penalties owed and unpaid under the Order, from the date of the Order until paid in full. The rate of interest assessed respondent is the rate of the current value of funds to the U.S. Treasury on the date that the Order was entered. However, interest is waived on any portion paid within 30 days of the date of the Order. See 31 U.S.C. § 3717 and 31 C.F.R. § 901.9.

The civil monetary penalty will be delinquent if not paid by the due date specified in the Order. If the penalty becomes delinquent, interest will continue to accrue on the balance remaining due and unpaid, and respondent will also be assessed both an administrative charge to cover the cost of processing and handling the delinquent claim and a penalty charge of six percent per year. However, although the penalty charge will be computed from the date that the civil penalty becomes delinquent, it will be assessed only on sums due and unpaid for over 90 days after that date. See 31 U.S.C. § 3717 and 31 C.F.R. § 901.9.

The foregoing constitutes the initial written notice and demand to respondent in accordance with section 901.2(b) of the Federal Claims Collection Standards (31 C.F.R. § 901.2(b)).

**Payment instructions:**

**INSTRUCTIONS FOR PAYMENT OF CIVIL PENALTY**

1.The civil penalty check should be made payable to:

U.S. Department of Commerce/BIS

2.The check should be mailed to:

U.S. Department of Commerce  
Bureau of Industry and Security  
Room H-6622  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230

ATTN: Makayla Thompson

Payments may also be made electronically via FedWire, Automated Clearing House (ACH), and pay.gov. Guidance for payment via FedWire, ACH, and pay.gov is attached.

UNITED STATES OF AMERICA  
DEPARTMENT OF COMMERCE

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**Colt's Manufacturing Company LLC** )  
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Case No. 26-01

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made by and between Colt’s Manufacturing Company LLC (“Colt”)<sup>1</sup> and the Office of Antiboycott Compliance, Bureau of Industry and Security, United States Department of Commerce (“BIS”) (together, the “Parties”), pursuant to Section 766.18(a) of the Export Administration Regulations (“EAR” or “Regulations”).<sup>2</sup>

WHEREAS, Colt has filed a voluntary self-disclosure with BIS in accordance with Section 764.8 of the Regulations concerning the transactions at issue herein;

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<sup>1</sup> As set forth in the Proposed Charging Letter, Colt is a U.S. person, specifically, a domestic concern, under part 760 of the EAR. See Section 760.1 (Definitions).

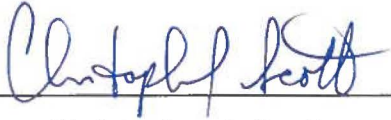
<sup>2</sup> The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. parts 730–774 (2025). On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801–4852 (“ECRA”). The Anti-Boycott Act of 2018 is codified as Subchapter II of ECRA. The substantive antiboycott provisions of the EAR are set forth in part 760 of the EAR. Recordkeeping requirements related to part 760 are set forth in part 762 of the EAR.

1. BIS has jurisdiction over Colt, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.
2. The following sanctions shall be imposed against Colt:
  - a. Colt shall be assessed a civil penalty in the amount of \$72,750, the payment of which shall be made to the U.S. Department of Commerce within 30 days from the date of entry of the Order, and in accordance with the terms 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 Colt. Failure to make full and timely payment of the civil penalty may result in the denial of all of Colt's export privileges under the Regulations for a period of one year from the date of the failure to make such payment.
3. Subject to the approval of this Agreement pursuant to paragraph 7 hereof, Colt 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 the Proposed 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. Colt 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 Anti-Boycott Act of 2018 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 Colt pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement.
4. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a above, BIS will not initiate any further administrative proceeding against Colt 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 not entered 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 alter or 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 shall 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.

Colt's Manufacturing Company LLC



Christopher J. Scott  
General Counsel and Secretary

DATE: May 7, 2026

U.S. Department of Commerce

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DUVEL

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Reginald Duvel  
Acting Director  
Office of Antiboycott Compliance

DATE: May 8, 2026

## PROPOSED CHARGING LETTER

Colt's Manufacturing Company LLC  
545 New Park Avenue  
West Hartford, CT 06110-1336

Attention: Christopher J. Scott  
General Counsel, Secretary, and Chief Compliance Officer

Case No 26-01

Dear Mr. Scott:

The Bureau of Industry and Security, Department of Commerce ("BIS")<sup>1</sup> has reason to believe that Colt's Manufacturing Company LLC ("Colt"), has committed six violations of the Export Administration Regulations (currently codified at 15 C.F.R. parts 730-774 (2025)) (the "Regulations" or "EAR").<sup>2</sup>

As detailed below, BIS alleges that Colt committed three violations of Section 760.2(d) of the Regulations, in that, Colt, with intent to comply with, further or support an unsanctioned foreign boycott, furnished items of information concerning Colt's or another person's past, present or proposed business relationships with or in a boycotted country or with another person who is known or believed to be restricted from having any business relationship with or in a boycotting country.

BIS also alleges that Colt committed three violations of Section 760.5 of the Regulations, in that Colt, on three occasions, failed to report to BIS Colt's receipt of a request to engage in a restrictive trade practice or boycott, as required by the Regulations.

### **General Allegations**

Colt is, and at all times relevant was, a domestic concern organized under the laws of the United States and doing business in the State of Connecticut. As such, Colt is a United States person as defined by Section 760.1(b) of the Regulations.

During the year 2019, Colt engaged in transactions involving the sale and/or transfer of goods or services (including information) from the United States to Bahrain, Kuwait, and the United Arab

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<sup>1</sup> This action is brought by the Office of Antiboycott Compliance ("OAC") within the Bureau of Industry and Security. OAC is charged with enforcing the provisions of the Anti-Boycott Act of 2018.

<sup>2</sup> On August 13, 2018, the President signed into law the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which includes the Export Control Reform Act of 2018, 50 U.S.C. §§ 4801-4852 ("ECRA"). The Anti-Boycott Act of 2018 is codified as Subchapter II of ECRA. The substantive antiboycott provisions of the EAR are set forth in part 760 of the EAR. Recordkeeping requirements related to part 760 are set forth in part 762 of the EAR.

Emirates (“UAE”), activities in the interstate or foreign commerce of the United States, as defined in Section 760.1(d) of the Regulations.

**Charges 1 – 3     15 C.F.R. § 760.2(d) - Furnishing Information about Business Relationships with Boycotted Countries or Blacklisted Persons**

On three occasions on or about January 31, 2019, October 8, 2019, and November 15, 2019, Colt furnished to a trade show logistics provider three items of information in combined commercial invoices/packing lists, as described in Table A, concerning Colt’s past, present or proposed business relationships with or in a boycotted country or with another person who is known or believed to be restricted from having any business relationship with or in a boycotting country in violation of 15 C.F.R. § 760.2(d) of the Regulations.

Specifically, Colt participated in the following three international trade shows in 2019: the International Defense Exhibition and Conference (“IDEX”) in the UAE in February 2019; the Bahrain International Defense Exhibition and Conference (“BIDEC”) in Bahrain in October 2019; and the Gulf Defense & Aerospace trade show in Kuwait in December 2019. In connection with temporary exports of Colt products for display at those three trade shows, Colt employees received from a U.S. trade show logistics provider (and subsequently executed on behalf of Colt) combined commercial invoices/packing lists containing the following prohibited boycott language:

“We certify that no labor, capital, parts or raw materials of Israeli origin have been used in the printing, publishing or manufacture of these goods . . .”

Furnishing the information described in Table A with intent to comply with, further or support an unsanctioned foreign boycott is an activity prohibited by Section 760.2(d) of the Regulations and not excepted. BIS therefore charges Colt with three violations of Section 760.2(d).

**Charges 4 – 6     15 C.F.R. § 760.5 – Failing to Report the Receipt of a Request to Engage in a Restrictive Trade Practice or Foreign Boycott Against a Country Friendly to the United States**

In connection with the activity referred to above, on or about January 31, 2019, October 8, 2019, and November 15, 2019, Colt received combined commercial invoice/packing list templates from the trade show logistics provider for each of the three trade shows. Each template sets out the language described in Table B.

Section 760.5 of the Regulations requires U.S. persons to report to BIS their receipt of any request to take an action that would have the effect of furthering or supporting a restrictive trade practice or unsanctioned foreign boycott. Colt failed to report to BIS its receipt of the three requests described in Table B. By failing to report its receipt of the three requests described in Table B, as directed by Section 760.5 of the Regulations, Colt is in violation of Section 760.5. BIS therefore charges Colt with three violations of Section 760.5 of the Regulations.

\* \* \*

Accordingly, Colt 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,<sup>3</sup> 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, or twice the value of the transaction that is the basis of the violation;<sup>4</sup>
- Denial of export privileges;
- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

If Colt fails to answer the charges contained in this letter within thirty (30) days after service as provided in Section 766.6, such failure will be treated as a default under Section 766.7. If Colt defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Colt. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty for the charges in this letter.

Colt is entitled to an agency hearing on the record as provided in Section 766.6 of the Regulations. If Colt wishes to have a hearing on the record, Colt must file a written demand for one with its answer. Colt is 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. Under the Small Business Regulatory Enforcement Flexibility Act, Colt may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter.<sup>5</sup>

Colt may also seek settlement without a hearing. *See* 15 C.F.R. 766.18. Should Colt have a proposal to settle this case, Colt should transmit it to the attorney representing BIS named below.

The U.S. Coast Guard is providing administrative law judge services, to the extent that such services are required under the Regulations, in connection with the matters set forth in this letter. Therefore, in accordance with the instructions in Section 766.5(a) of the Regulations, Colt's answer should be filed with:

U.S. Coast Guard ALJ Docketing Center  
40 South Gay Street  
Baltimore, Maryland 21202-4022  
Attention: Administrative Law Judge

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<sup>3</sup> The potential sanctions are specified in § 1774 of the Anti-Boycott Act of 2018, codified at 50 U.S.C. § 4843.

<sup>4</sup> 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.

<sup>5</sup> To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

Also, in accordance with the instructions in Section 766.5(b) of the Regulations, a copy of Colt's answer should be served on BIS at the following address:

Office of the Chief Counsel for Industry and Security  
U.S. Department of Commerce  
Room H-3839  
14<sup>th</sup> Street & Constitution Avenue, NW  
Washington, D.C. 20230

Megan Coggeshall is the attorney representing BIS in this case; any communications that Colt may wish to have concerning this matter should occur through her. She may be contacted by email at [mcoggeshall@doc.gov](mailto:mcoggeshall@doc.gov).

Sincerely,

Reginald Duvel  
Acting Director  
Office of Antiboycott Compliance

Enclosures

**TABLE A**

**Schedule of Alleged Violations of Section 760.2(d)  
Furnishing Prohibited Business Information**

**Colt's Manufacturing Company, LLC  
Case No. 26.01**

<b>Item</b>	<b>Reference: Document Furnished</b>	<b>Date of Furnishing</b>	<b>Boycotting Country</b>	<b>Information Furnished</b>
1	IDEX: Combined Commercial Invoice/ Packing List	1.31.19	UAE	"WE CERTIFY THAT NO LABOR, CAPITAL, PARTS OR RAW MATERIALS OF ISRAELI ORIGIN HAVE BEEN USED IN THE PRINTING, PUBLISHING OR MANUFACTURE OF THESE GOODS..."
2	BIDEC: Combined Commercial Invoice/ Packing List	10.08.19	Bahrain	"WE CERTIFY THAT NO LABOR, CAPITAL, PARTS OR RAW MATERIALS OF ISRAELI ORIGIN HAVE BEEN USED IN THE PRINTING, PUBLISHING OR MANUFACTURE OF THESE GOODS..."
3	Gulf Defense & Aerospace: Combined Commercial Invoice/ Packing List	11.15.19	Kuwait	"WE CERTIFY THAT NO LABOR, CAPITAL, PARTS OR RAW MATERIALS OF ISRAELI ORIGIN HAVE BEEN USED IN THE PRINTING, PUBLISHING OR MANUFACTURE OF THESE GOODS..."

**TABLE B**

**Schedule of Alleged Violations of Section 760.5  
Failure to Report Receipt of Boycott Request**

**Colt's Manufacturing Company, LLC  
Case No. 26.01**

<b>Item</b>	<b>Reference</b>	<b>Date Request Received</b>	<b>Date Reporting Violation*</b>	<b>Boycotting Country</b>	<b>Boycott Request</b>
1	IDEX: Combined Commercial Invoice/ Packing List	1.31.19	4.30.19	UAE	The combined commercial invoice/packing list provided to Colt by the logistics provider stated the following:  "WE CERTIFY THAT NO LABOR, CAPITAL, PARTS OR RAW MATERIALS OF ISRAELI ORIGIN HAVE BEEN USED IN THE PRINTING, PUBLISHING OR MANUFACTURE OF THESE GOODS . . ."
2	BIDEC: Combined Commercial Invoice/Packing List	10.08.19	1.31.20	Bahrain	The combined commercial invoice/packing list provided to Colt by the logistics provider stated the following:  "WE CERTIFY THAT NO LABOR, CAPITAL, PARTS OR RAW MATERIALS OF ISRAELI ORIGIN HAVE BEEN USED IN THE PRINTING, PUBLISHING OR MANUFACTURE OF THESE GOODS . . ."
3	Gulf Defense & Aerospace: Combined Commercial Invoice/Packing List	11.15.2019	1.31.20	Kuwait	The combined commercial invoice/packing list provided to Colt by the logistics provider stated the following:  "WE CERTIFY THAT NO LABOR, CAPITAL, PARTS OR RAW MATERIALS OF ISRAELI ORIGIN HAVE

Colt's Manufacturing Company LLC  
Proposed Charging Letter

					BEEN USED IN THE PRINTING, PUBLISHING OR MANUFACTURE OF THESE GOODS . . .”
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\* As provided in Section 760.5(b)(4)(i) of the Regulations, where the person receiving the request is a United States person located in the United States, each report of requests must be postmarked or electronically date-stamped by the last day of the month following the calendar quarter in which the request was received.