

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA : Hon. Joel A. Pisano
: :
v. : Criminal No. 13-671 (JAP)
: :
HANNAH ROBERT : 18 U.S.C. § 1349
: 18 U.S.C. § 1343
: 18 U.S.C. § 371
: 22 U.S.C. § 2778
: 18 U.S.C. § 2

**SUPERSEDING
INDICTMENT**

The Grand Jury in and for the District of New Jersey, sitting at
Trenton, charges:

**COUNT ONE
(Wire Fraud Conspiracy)**

Relevant Individuals and Companies

1. At all times relevant to this Superseding Indictment:
 - a. HANNAH ROBERT was a United States lawfully admitted permanent resident who resided in Mount Laurel Township, New Jersey, and worked as a Systems Analyst for a defense contractor in Burlington County, New Jersey, until in or about November 2012.
 - b. “P.R.” was foreign national who resided in India and had no immigration status or known travel to the United States.
 - c. One Source USA, LLC (“One Source USA”), was a New Jersey company that was owned and operated by HANNAH ROBERT that contracted

with the United States Department of Defense (“DoD”) to supply defense hardware items and spare parts. Established in June 2010, One Source USA operated from HANNAH ROBERT’s residence in Mount Laurel Township, New Jersey. Although it had no manufacturing facilities in the United States, One Source USA nonetheless falsely represented in its bids for DoD contracts that it was a manufacturer and that the products it supplied were made in the United States.

d. Caldwell Components Inc. (“Caldwell Components”) was a New Jersey company that was owned and operated by HANNAH ROBERT that contracted with the DoD to supply defense hardware items and spare parts. Established in September 2012, Caldwell Components operated from HANNAH ROBERT’s residence in Mount Laurel Township, New Jersey. Although it had no manufacturing facilities in the United States, Caldwell Components nonetheless falsely represented in its bids for DoD contracts that it was a manufacturer and that the products it supplied were made in the United States.

e. One Source (“One Source India”) was a company co-owned by HANNAH ROBERT and P.R. that manufactured defense hardware items and spare parts in facilities in India.

Background on DoD Contracting

2. At all times relevant to this Superseding Indictment:
 - a. Contracts for the supply of defense hardware items and spare parts are put out for public bid via a system known as the “DLA Internet

Bid Board System” (“DIBBS”). DIBBS is a web-based application that provides contractors the capability to search for, view, and submit secure bids electronically via the Internet on requests for quotations (“RFQs”) issued by the Defense Logistics Agency (“DLA”), a DoD contracting entity. The RFQs typically contain key contract terms and requirements, including whether the item to be supplied must be manufactured in the United States.

b. Before a contractor can submit bids electronically using DIBBS, the contractor must first request and be assigned a “Contractor and Government Entity” code (“CAGE” code). The DoD maintains a database of CAGE codes, which it publishes. One Source USA, Caldwell Components, and One Source India each obtained their own unique CAGE code.

c. In order to access DIBBS, a contractor must enter a username and password, which assures that third-parties cannot submit bids on that contractor’s behalf without its authorization.

d. Electronic bids submitted through DIBBS are received and logged on computer servers maintained by DLA outside of New Jersey.

e. “Domestic End Product” is a term used in the DoD bidding and contracting process to describe a product that is made in the United States. More specifically, a product qualifies as Domestic End Product if the cost of its components mined, produced, and manufactured in the United States exceeds 50 percent of the cost of all its components. DoD contracts for the supply of certain defense hardware items and spare parts required that they be Domestic End Product.

f. The Defense Finance and Accounting Service (“DFAS”) is the DoD entity that oversees payments to DoD contractors, employees, and vendors.

The Conspiracy

3. From at least as early as in or around June 2010 through in or around December 11, 2012, in the District of New Jersey and elsewhere, defendant

HANNAH ROBERT

did knowingly and intentionally conspire and agree with others known and unknown to devise a scheme and artifice to defraud the DoD and to obtain money and property from the DoD by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce, certain signs, signals, and sounds, contrary to Title 18, United States Code, Section 1343.

Object of the Conspiracy

4. It was the object of the conspiracy to obtain money from the DoD through a product substitution fraud scheme centered on misrepresentations by HANNAH ROBERT and her coconspirators that certain defense hardware items and spare parts to be supplied to the DoD were manufactured in the United States when, in fact, they were manufactured in India.

Manner and Means of the Conspiracy

5. It was part of the conspiracy that HANNAH ROBERT and P.R. profited and attempted to profit from their criminal conduct in several ways, including:

a. HANNAH ROBERT opened One Source USA and, later, Caldwell Components, in order to obtain contracts with the DoD and with prime contractors to the DoD calling for the supply of Domestic End Product.

b. HANNAH ROBERT had no intention or ability to manufacture Domestic End Product. Rather, HANNAH ROBERT intended to supply the DoD only with items that were made outside the United States because doing so increased the potential profits to HANNAH ROBERT and her coconspirators.

c. HANNAH ROBERT and P.R. caused One Source USA and Caldwell Components to obtain contracts to supply defense hardware items and spare parts to the DoD based on the false representations that: (1) One Source USA and Caldwell Components were manufacturers; and (2) the items and parts to be supplied would be Domestic End Product.

d. HANNAH ROBERT and P.R. caused defense hardware items and spare parts that were manufactured in India to be delivered to the DoD despite knowing that the DoD had contracted to buy Domestic End Product.

e. HANNAH ROBERT and P.R. promoted, facilitated, concealed, and attempted to conceal this product substitution fraud scheme through the following deceptive conduct, representations, and omissions:

i. HANNAH ROBERT and P.R. bid on DoD contracts using One Source USA's CAGE code, which was associated only with One Source USA's address in New Jersey, despite knowing and intending that One Source India would be manufacturing the relevant products. One Source India had its own CAGE code, which was associated with an address in India. HANNAH ROBERT omitted One Source India's CAGE code from her bids in order to conceal that the products involved would be made in India.

ii. HANNAH ROBERT and P.R. falsely stated on bids for DoD contracts that One Source USA was a "manufacturer" rather than a "dealer" of defense hardware items and spare parts.

iii. HANNAH ROBERT and P.R. falsely stated on bids for DoD contracts that One Source USA would provide "Domestic End Products."

iv. After the DoD became aware that One Source USA had supplied its products made in India contrary to the requirement that the products be made in the United States, HANNAH ROBERT began doing business with the DoD as Caldwell Components. Beyond assuming a new business identity, HANNAH ROBERT did not meaningfully change her business operations and switched business names in order to avoid scrutiny and conceal the scheme.

v. On or about December 11, 2012, during a conversation with a defense contractor who provided the DoD with fighter aircraft hardware made in India by One Source India, HANNAH ROBERT stated, in substance and in part, that the manufacturer of the hardware was in

the United States, when in fact, as HANNAH ROBERT knew, that manufacturer resided in India.

Fraudulent Activity

6. To further the conspiracy, defendant HANNAH ROBERT, P.R., and others engaged in the following conduct:

HANNAH ROBERT Opens One Source USA

a. On or about June 21, 2010, HANNAH ROBERT opened a bank account at TD Bank in Cherry Hill, New Jersey, in the name of One Source USA, LLC. During the course of the scheme, payments were made by DFAS to this account pursuant to DoD contracts.

Product Substitution Example No. 1

b. On or about May 9, 2011, HANNAH ROBERT electronically submitted through DIBBS a fraudulent bid for a contract to supply the DoD with parts known as “washer, saddle” (National Stock Number (“NSN”) 5310008019663). This part number is a replacement component used in the B-52 Boeing Stratofortress long-range strategic bomber. HANNAH ROBERT’s bid falsely claimed that One Source USA was a “manufacturer” and that “Domestic End Products” would be provided. This contract was bid with the CAGE code for One Source USA and omitted any reference to One Source India or its CAGE code.

c. Based on this electronically-submitted bid, on or about May 27, 2011, One Source USA was awarded a purchase order valued at \$3,585.28 to provide a quantity of 11,204 parts to the DoD, under a contract

number ending -2576.

d. Contrary to HANNAH ROBERT's bid, the parts ultimately provided by One Source USA, for contract ending -2576, were manufactured in India and were therefore not Domestic End Product. On or about November 3, 2011, a quantity of the parts under this contract was shipped via Federal Express from One Source India's manufacturing facility in Coimbatore, India, to a packaging and logistics company in Florida. The parts were subsequently provided to the DoD.

e. One Source USA subsequently received a wire transfer from DFAS for the foreign-manufactured parts under the contract ending -2576.

Product Substitution Example No. 2

f. On or about May 9, 2011, HANNAH ROBERT electronically submitted through DIBBS a fraudulent bid for a contract to supply the DoD with parts known as "bushing, eccentric" (NSN 5365013642673). This part number is a replacement component used in the Air Lifter C-17A aircraft, a/k/a, the "Globemaster." HANNAH ROBERT's bid falsely claimed that One Source USA was a "manufacturer" and that "Domestic End Products" would be provided. This contract was bid with the CAGE code for One Source USA and omitted any reference to One Source India or its CAGE code.

g. Based on this electronically submitted bid, on or about June 9, 2011, One Source USA was awarded a purchase order valued at \$7,722 to provide a quantity of 78 parts to the DoD, in a contract ending – LQ66.

h. Contrary to HANNAH ROBERT's bid, the parts ultimately provided by One Source USA, for contract ending -LQ66, were manufactured in India and were therefore not Domestic End Product. On or about January 12, 2012, the parts were shipped from India to the United States, and subsequently provided to the DoD.

i. On or about February 27, 2012, One Source USA received a wire transfer of approximately \$7,722 from DFAS for the foreign-manufactured parts.

Product Substitution Example No. 3 (The Failed F-15 Wing Pins)

j. On or about January 25, 2012, HANNAH ROBERT and P.R. received an e-mail in an account to which they shared access. The e-mail, which was sent by R.L., a defense contractor located in Sussex County, New Jersey ("Prime Contractor 1"), asked One Source USA to provide a price quotation for a defense hardware item known as a "wing pin," which is installed on the F-15 fighter aircraft and secures the aircraft's wings to its fuselage. The e-mail also contained a technical drawing describing the design of the wing pin titled, "Pin, Straight, Headless-Wing, Fuselage Attach, Front Spar," Drawing Number: 68A112177.

k. On or about January 30, 2012, P.R. sent an e-mail from the account to which HANNAH ROBERT and P.R. shared access in reply to Prime Contractor 1's e-mail containing a price quotation to supply the F-15 wing pins.

l. On or about February 16, 2012, Prime Contractor 1 was

awarded DoD contract ending –FQ52, to supply the F-15 wing pins. On or about February 20, 2012, Prime Contractor 1 sent an e-mail to the account to which HANNAH ROBERT and P.R. shared access, attaching a purchase order for the quantity of F-15 wing pins. Under this arrangement, One Source USA would be a subcontractor to Prime Contractor 1’s contract with the DoD to supply the wing pins.

m. One Source India manufactured the F-15 wing pins in India, and, on or about March 28, 2012, shipped them to Prime Contractor 1 in New Jersey. Within the shipping records, One Source India included an “Invoice Cum Packing List” that listed the “Exporter” as One Source India, with an address in India, that listed the “Buyer” as One Source USA, LLC, and that listed the “Consignee” as Prime Contractor 1. The Invoice Cum Packing List also listed the “Country of Origin of Goods” as “India.”

n. On or about April 8, 2012, an e-mail was sent from the account to which HANNAH ROBERT and P.R. shared access to Prime Contractor 1 containing an invoice for payment to One Source USA for supplying the F-15 wing pins.

o. In or around March 2012, One Source USA supplied a second quantity of F-15 wing pins as a subcontractor to Prime Contractor 1, pursuant to a DoD contract ending –EK62, awarded on January 26, 2012. These wing pins were also manufactured in India at the facilities of One Source India.

p. On or about June 11, 2012, HANNAH ROBERT deposited a

check from Prime Contractor 1 for approximately \$3,330.34 as payment for the foreign-manufactured parts that Prime Contractor 1 provided to the DoD under both wing pin contracts.

q. On or about October 10, 2012, Prime Contractor 1 received a letter from DLA advising that questions had arisen concerning the hardness of the material used for the wing pins supplied to the DoD by Prime Contractor 1 under the aforementioned contracts. On or about that same day, Prime Contractor 1 sent an e-mail to One Source USA, LLC, at the account to which HANNAH ROBERT and P.R. shared access, in a message marked with “High” importance. The e-mail stated: “Our customer states the wrong material was used for the 2 orders listed. Need all material certifications and inspection records immediately for their review.” The e-mail further listed the two purchase order numbers corresponding to the two F-15 wing-pin contracts referred to above.

r. On or about October 11, 2012, an e-mail was sent from the account to which HANNAH ROBERT and P.R. shared access to that very same account. There was no content in the subject line or body of the e-mail; however, attached to the e-mail were four electronic files, which purported to be material certifications and test reports for the two F-15 wing pin contracts. These four documents (the “False Test Reports”) were on letterhead that used the name and New Jersey address of One Source USA and bore the signature of an individual identified as a “Senior Lab Chemist” accompanied by a stamp bearing One Source USA’s name and CAGE code. Nowhere in the documents

or accompanying e-mails was there a reference to the fact that the F-15 wing pins were manufactured in India or to One Source India or its CAGE code.

s. Later on October 11, 2012, an e-mail was sent from the account to which HANNAH ROBERT and P.R. shared access to Prime Contractor 1, which contained the forwarded e-mail and attachments discussed in the above paragraph, and which stated: “Herewith enclosed all reports as per your previous email.”

t. On or about October 12, 2012, Prime Contractor 1, located in Sussex County, New Jersey, sent an e-mail to a DLA Contracting Officer located in Richmond, Virginia which attached the False Test Reports that One Source USA e-mailed to Prime Contractor 1 on October 11, 2012.

u. Based on its inspection and analysis of the F-15 wing pins supplied by HANNAH ROBERT and P.R., which were found to be insufficiently hard, the DoD grounded approximately forty-seven (47) F-15 fighter aircraft for inspection and repair.

HANNAH ROBERT Opens Caldwell Components

v. On or about September 27, 2012, HANNAH ROBERT opened a bank account at TD Bank, in Cherry Hill, New Jersey, in the name of Caldwell Components. During the course of the scheme, payments were made by DFAS to this account pursuant to DoD contracts.

Product Substitution Example No. 4

w. On or about October 31, 2012, HANNAH ROBERT electronically submitted through DIBBS a fraudulent bid for a contract to

supply the DoD with “bushing, machine thread” (NSN 5365013045518), replacement parts for the M190/M191, 120-mm mortar. HANNAH ROBERT’s bid falsely claimed that Caldwell Components was a “manufacturer” and that “Domestic End Products” would be provided. This contract was bid with the CAGE code for Caldwell Components and omitted any reference to One Source India or its CAGE code.

x. Based on this electronically submitted bid, on or about November 4, 2012, Caldwell Components was awarded a purchase order valued at \$1,243.62 to provide a quantity of 98 parts to the DoD, in a contract ending –0818.

y. Contrary to HANNAH ROBERT’s bid, the parts ultimately provided by One Source USA, for contract ending –0818, were manufactured in India and were therefore not Domestic End Product. On or about November 28, 2012, the parts were shipped from India to the United States, and subsequently provided to the DoD.

z. Caldwell Components subsequently received a wire transfer of approximately \$1,243.62 from DFAS for the foreign-manufactured parts.

In violation of Title 18, United States Code, Section 1349.

Counts Two Through Five
(Wire Fraud)

1. The allegations set forth in Paragraphs 1, 2, and 4 through 6 of Count One above are hereby repeated, realleged and incorporated as if set forth in full herein.

2. On or about the dates enumerated below as to each Count, in the District of New Jersey and elsewhere, defendant HANNAH ROBERT, having devised and intended to devise a scheme and artifice to defraud the DoD, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises concerning the source and location of manufacture of defense hardware items and spare parts supplied by One Source USA, LLC, and for the purpose of executing such scheme and artifice, did transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce, certain signs, signals, and sounds, as set forth below as to each Count, and did knowingly and willfully aid, abet, counsel, command, induce, and procure the commission of that offense as follows:

<u>Ct.</u>	<u>Date</u>	<u>Fraudulent Transaction</u>	<u>Wire</u>
2	May 9, 2011	Sale of parts for B-52 strategic bomber by One Source USA to the DoD under contract ending in -2576	Bid submitted through DIBBS on behalf of One Source USA in connection with solicitation SPM5A911Q3465 which falsely stated that One Source USA is the manufacturer of the parts and that Domestic End Product would be supplied

<u>Ct.</u>	<u>Date</u>	<u>Fraudulent Transaction</u>	<u>Wire</u>
3	May 9, 2011	Sale of parts for C-17A aircraft by One Source USA to the DoD under contract ending in -LQ66	Bid submitted through DIBBS on behalf of One Source USA in connection with solicitation SPM4A611TCH66 which falsely stated that One Source USA was the manufacturer of the parts and that Domestic End Product would be supplied
4	Oct. 12, 2012	Sale of parts for F-15 fighter aircraft by One Source USA through Prime Contractor 1 to the DoD under contracts ending in -FQ52 & -EK62	E-mail transmitted by Prime Contractor 1 from Sussex County, New Jersey to a DLA Contracting Officer in Richmond, Virginia which attached the False Test Reports that One Source USA e-mailed to Prime Contractor 1 on October 11, 2012
5	Oct. 31, 2012	Sale of parts for M190/M191 120-mm mortar by Caldwell Components to the DoD under contract ending in -0818	Bid submitted through DIBBS on behalf of Caldwell Components in connection with solicitation SPM4A612TBE41 which falsely stated that Caldwell Components was the manufacturer of the parts and that Domestic End Product would be supplied

All in violation of Title 18, United States Code, Section 1343, and Title 18, United States Code, Section 2.

Count Six
(Conspiracy to Violate Arms Export Control Act)

1. The allegations set forth in Paragraphs 1, 2, and 4 through 6 of Count One above are hereby repeated, realleged and incorporated as if set forth in full herein.

Legal Background

2. At all times relevant to this Superseding Indictment:

a. The United States Arms Export Control Act, Title 22, United States Code, Section 2778 (“AECA” or the “Act”) authorizes the President of the United States to control the export of defense articles and services from the United States. Unless an exception applies, the Act states that no defense articles or defense services may be exported without a license for such export. 22 U.S.C. § 2778(b)(2).

b. The regulations promulgated pursuant to the Act, known as the International Traffic in Arms Regulations (“ITAR”), define exporting to include, among other things: “[s]ending or taking a defense article out of the United States in any manner . . . or [d]isclosing (including oral or visual disclosure) or transferring technical data to a foreign person, whether in the United States or abroad. . . .” 22 C.F.R. § 120.17.

c. The ITAR defines a defense article and service to be any item on the United States Munitions List (“USML”) contained in the regulations. The USML sets forth 21 categories of defense articles that are subject to export

licensing controls by the United States Department of State's Directorate of Defense Trade Controls ("DDTC"). 22 C.F.R. § 121.1.

d. Unless specifically exempted, persons engaged in the export of defense articles covered by the USML must be registered with the DDTC, and must apply for and receive a valid license or other approval to export the defense article from the United States. 22 C.F.R. § 123.1(a).

e. Category IV(i) of the USML includes technical data directly related to specifically designed or modified components, parts, accessories, and associated equipment for, among other defense articles, rockets, launch vehicles, and missile and anti-missile systems. 22 C.F.R. § 121.1.

f. Category VIII(i) of the USML includes technical data directly related to components, parts, accessories, and associated equipment specifically designed or modified for military aircraft. 22 C.F.R. § 121.1.

g. The ITAR prohibits, among other things, unlicensed exports, attempts to export, and conspiracies to export or cause the export of defense articles. 22 C.F.R. § 127.1(a)(1) & (4).

Defense Contractors' Access to ITAR-Controlled Technical Data

3. In meeting its procurement needs, the DoD makes electronic copies of specifications, standards, plans, and technical drawings available to defense contractors who have registered with DIBBS through a system known as "cFolders." For example, when the DoD solicits quotations through DIBBS, it allows defense contractors, after entering their DIBBS password, to access,

view, and download technical drawings and other files related to the solicitation via cFolders.

4. The cFolders system makes both ITAR-controlled and non-ITAR-controlled data available to registered defense contractors. Access to ITAR-controlled data is only provided to those contractors who are certified by the DoD to have it, which is known as “JCP certification.” To obtain JCP certification, an applicant must complete Form 2345, titled “Militarily Critical Technical Data Agreement,” which requires the applicant to certify, under penalty of a fine, imprisonment, or both:

a. facts relating the applicant’s business activity and intended use for the data;

b. that, in the case of a United States applicant, the applicant is a citizen of the United States or a person admitted lawfully for permanent residence into the United States;

c. that the applicant acknowledges all responsibilities under applicable United States export control laws and regulations; and

d. that the applicant agrees not to disseminate technical data in a manner that would violate applicable United States export control laws and regulations.

The Technical Data

5. The DDTC has certified that the document titled “NSSN Class Submarine, Torpedo Tube, Open Breech Door Gagging Collar Assembly,”

Drawing Number: 7072825 is technical data covered by Category IV(i) of the USML.

6. The DDTC has certified that the document titled “NSSN Class Submarine, Torpedo Tube, Open Breech Door, Gagging Collar A,” Drawing Number: 7072856 is technical data covered by Category IV(i) of the USML.

7. The DDTC has certified that the document titled “Pin, Straight, Headless-Wing, Fuselage Attach, Front Spar,” Drawing Number: 68A112177 is technical data covered by Category VIII(i) of the USML.

8. The DDTC has certified that the document titled, “Installation and Assy Acoustic Blankets, STA 120 CH-47F,” Drawing Number: 724E4118 is technical data covered by Category VIII(i) of the USML.

Export License History

9. At no point during any of the transactions described in this Superseding Indictment did HANNAH ROBERT, P.R., or any other parties involved, apply for or receive a license or other authorization from the DDTC to export directly or indirectly ITAR-controlled technical data from the United States.

The Conspiracy

10. From in or around June 2010, through on or about December 11, 2012, in Burlington County, in the District of New Jersey, and elsewhere, the defendant,

HANNAH ROBERT

did knowingly and willfully conspire and agree with others to export to India defense articles on the United States Munitions List, 22 C.F.R. § 121.1, without having first obtained from the United States Department of State, Directorate of Defense Trade Controls, a license or other written approval for such export, contrary to Title 22, United States Code, Section 2778(b)(2) & 2778(c), and Title 22, Code of Federal Regulations, C.F.R. Section 120, et seq.

Object of the Conspiracy

11. It was the object of the conspiracy to willfully export ITAR-controlled technical data related to the design and manufacture of defense hardware items and spare parts without the requisite license or other written approval from the United States Department of State for financial gain.

Manner and Means of the Conspiracy

12. It was part of the conspiracy that defendant HANNAH ROBERT exported and caused the export of ITAR-controlled technical data for defense hardware items and spare parts to P.R. in India without an export license or approval from the United States Department of State authorizing the exportation of that technical data, as required by law.

13. It was further part of the conspiracy that defendant HANNAH ROBERT unlawfully exported and caused the export of ITAR-controlled technical data for the following reasons:

a. so that members of the conspiracy could use the technical data to manufacture, at facilities located abroad, defense hardware items and spare parts that appeared to conform to DoD-approved specifications and sell them to the DoD while fraudulently passing them off as Domestic End Product; and

b. so that members of the conspiracy could obtain contracts to sell defense hardware items and spare parts similar to those used by the DoD to customers located abroad, including foreign militaries and their suppliers.

14. It was further part of the conspiracy that HANNAH ROBERT exported, attempted to export, and caused the export of ITAR-controlled technical data for defense hardware items and spare parts in multiple ways, including:

a. by sending e-mails containing ITAR-controlled technical data directly to P.R.;

b. by uploading ITAR-controlled technical data to a computer server that hosted the website of a church in New Jersey and providing P.R. with credentials to gain remote access to that server so he could download the technical data;

c. by providing P.R. with credentials to gain remote access to One Source USA's e-mail account, which contained ITAR-controlled technical

data as attachments to e-mails; and

d. by providing P.R. with credentials to gain remote access to a computer server containing a library of thousands of drawings marked with export-control warnings that was maintained by defendant HANNAH ROBERT's former employer, which was a DoD dealer and manufacturer.

Overt Acts

15. In furtherance of the conspiracy and to effect the unlawful objects thereof, the following overt acts, among others, were committed in the District of New Jersey and elsewhere:

a. Beginning on or about October 12, 2010, and on dates thereafter during the course of the conspiracy, HANNAH ROBERT uploaded thousands of technical drawings to a computer server that hosted the website of a church in New Jersey (the "Church Server"), whose website HANNAH ROBERT administered as a volunteer, so that P.R. could remotely access and download the drawings.

b. On or about October 13, 2010, without the permission or consent of the owners of the Church Server, HANNAH ROBERT sent an e-mail to P.R. containing a password and related information to allow P.R. to gain remote access to the Church Server.

c. On or about April 1, 2011, HANNAH ROBERT submitted to the DoD a Militarily Critical Technical Data Agreement (Form 2345) on behalf of One Source USA in which she agreed not to disseminate technical data in violation of United States export-control laws and regulations, and falsely

stated, among other things, that One Source USA was a “manufacturer” of defense hardware and spare parts.

d. On or about April 2, 2012, HANNAH ROBERT sent an e-mail to P.R., subject line “Emirates,” directing P.R. to “please send out quotes to Emirates and let me know if you need any drawings.”

e. On or about April 23, 2012, P.R. sent an e-mail to HANNAH ROBERT, stating: “PLS DELETE ALL DRAWINGS IN CHURCH FTP SITE AND UPLOAD NEW DRAWINGS.”

f. On or about June 25, 2012, P.R. in India e-mailed HANNAH ROBERT, stating in part: “Please send me the church web site username and password.” The e-mail was in reference to both an invoice to and a quote for an individual known to HANNAH ROBERT as a broker of defense hardware items for an end-user in Pakistan. This individual (the “Pakistan Transshipper”) used a United Arab Emirates (“UAE”) address for shipping purposes.

g. On or about June 25, 2012, HANNAH ROBERT sent an e-mail to P.R. in response to P.R.’s e-mail described in the paragraph above containing a new username and password for the Church Server.

h. On or about June 26, 2012, R.L., the principal of Prime Contractor 1, sent an e-mail to the e-mail account to which HANNAH ROBERT and P.R. shared access. The e-mail stated “See attached and confirm receipt. Be sure to comply with all technical data requirements or material will need to be returned for correction. Do not use styrofoam as packaging cushioning.”

The e-mail attached a purchase order relating to a DoD contract, under which One Source USA had agreed to subcontract to Prime Contractor 1's prime DoD contract. The e-mail attached the following two ITAR-controlled technical drawings related to the torpedo hardware for nuclear-powered military submarines:

i. "NSSN Class Submarine, Torpedo Tube, Open Breech Door Gagging Collar Assembly," Drawing Number: 7072825; and

ii. "NSSN Class Submarine, Torpedo Tube, Open Breech Door, Gagging Collar A," Drawing Number: 7072856.

i. On or about August 23, 2012, P.R. sent an e-mail to HANNAH ROBERT requesting the technical drawing or drawings for a particular part number for a defense hardware item. P.R.'s e-mail included an August 23, 2012 e-mail from an individual purporting to be "an official contractor of the UAE Ministry of Defence," and who listed a business address in Abu Dhabi, United Arab Emirates. The UAE e-mail requested quotations for a bid for the "blanket assembly" for the CH-47F Chinook military helicopter and listed the "End User" of the hardware item as the UAE Armed Forces.

j. On or about August 23, 2012, HANNAH ROBERT sent an e-mail in response to P.R.'s e-mail described in the paragraph above, attaching, among other things, the following ITAR-controlled technical drawing related to the blanket assembly for the CH-47F Chinook military helicopter: "Installation and Assy Acoustic Blankets, STA 120 CH-47F," Drawing Number: 724E4118.

k. On or about September 26, 2012, HANNAH ROBERT sent an e-mail to P.R., referring to the Pakistan Transshipper and the Church Server. The e-mail stated, in part: “Please quote [the Pakistan Transshipper] and Indonesia items today[.] [Dr]awings I cannot do now as if the size exceeds then problem, I should be watching when I upload, will do over the weekend[.] Ask me if you need any drawing Talk to you tomorrow”

l. On or about October 23, 2012, HANNAH ROBERT submitted to the DoD a Militarily Critical Technical Data Agreement (Form 2345) on behalf of Caldwell Components in which she agreed not to disseminate technical data in violation of United States export-control laws and regulations, and falsely stated that Caldwell Components “manufactures” defense hardware and spare parts.

m. On or about March 26, 2012, HANNAH ROBERT sent an e-mail to P.R. containing information, including a password and username, necessary to obtain remote access to a computer server maintained by her former employer, and instructing P.R. to download technical drawings from the server and report back to her when he had done so.

In violation of Title 18, United States Code, Section 371.

Count Seven
(Arms Export Control Act)

1. The allegations set forth in Paragraphs 1, 2 and 4 through 6 of Count One above and Paragraphs 2 through 9, and 11 through 15 of Count Six above are hereby repeated, realleged and incorporated as if set forth in full herein.

2. On or about August 23, 2012, in Burlington County, in the District of New Jersey, and elsewhere, the defendant,

HANNAH ROBERT

knowingly and willfully exported and caused to be exported from the United States to India a defense article, that is, the technical drawing for “Installation and Assy Acoustic Blankets, STA 120 CH-47F,” Drawing Number: 724E4118, which was designated as a defense article on the USML, without having first obtained from the United States Department of State a license for such export or written authorization for such export.

In violation of Title 22, United States Code, Sections 2778(b)(2) and 2778(c), Title 22, Code of Federal Regulations, Sections 121.1, 123.1, and 127.1., and Title 18, United States Code, Section 2.

Forfeiture Allegation

1. The allegations contained in this Superseding Indictment are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2), and Title 28, United States Code, Section 2461(c).

2. The United States hereby gives notice to the defendant, that upon her conviction of the offenses charged in this Superseding Indictment, the government will seek forfeiture in accordance with Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2), and Title 28, United States Code, Section 2461(c), which requires any person convicted of such offenses to forfeit any property constituting or derived from proceeds obtained directly or indirectly as a result of such offenses.

3. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of such defendants up to the value of the forfeitable property described above.

A TRUE BILL

FOREPERSON



PAUL J. FISHMAN
United States Attorney