

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 09-60088-CR-DIMITROULEAS

UNITED STATES OF AMERICA

v.

RUZIAL LTD.,

Defendant /

PLEA AGREEMENT

The United States Attorney's Office for the Southern District of Florida (or this Office) enters into the following plea agreement with RUZIAL LTD. ("Defendant" or "RUZIAL"):

I. Guilty Plea

A. On such date as the Court may determine, RUZIAL, through a properly authorized Officer or Director, shall plead guilty in the Southern District of Florida to a single count Criminal Information to be filed, charging that RUZIAL:

On or about December 18, 2007, at Port Everglades, Broward County, in the Southern District of Florida, the defendant, **RUZIAL LTD.**, did knowingly attempt to import, import, and thereafter transport wildlife, that is, approximately twenty-nine (29) wildlife items comprised of specimens of reticulated python (*Python reticulatus*), anaconda (*Eunectes spp.*), ivory of extant species of elephants (*Loxodonta africana* / *Elephas maximus*), tiger (*Panthera tigris*), leopard (*Panthera pardus*), jaguar (*Panthera onca*), Hartman's zebra (*Equus zebra hartmannae*), and lion (*Panthera leo*), knowing that said wildlife was transported and possessed in violation of and in a manner unlawful under the laws, treaties, and regulations of the United States, specifically, the Endangered Species Act, Title 16, United States Code, Section 1538(c) and Title 50, Code of Federal Regulations, Part 23, all in violation of Title 16, United States Code, Sections 3372(a)(1), 3372(a)(4), and 3373(d)(1)(A), and Title 18, United States Code, Section 2.

B. The Defendant admits that it is guilty of the offense as set forth in the Criminal Information and that the Factual Statement incorporated hereafter is an accurate statement of its conduct, and agrees to so advise the Court and plead guilty to Count 1 of the Criminal Information.

II. Sentencing Guidelines and Penalties

The Parties agree and understand that, because the crime charged occurred after November 1, 1991, the United States Sentencing Guidelines relating to the sentencing of organizations (Chapter Eight) apply here, except to the extent that the provisions related to the calculation and imposition of fines for wildlife crimes do not apply to the offense charged in the criminal Information. The Parties agree that the statutory maximum amount of the fines to be imposed under the statute charged is \$500,000.00, 18 U.S.C. § 3571(c)(4), or twice the gross pecuniary gain derived from the crime or twice the gross pecuniary loss caused to the victims of the crime, whichever is greater, 18 U.S.C. § 3571(d), and that the sentence may include a term of probation of not more than five years. In addition, RUZIAL understands that the Court may order restitution to any victims of the crimes, and must order the Defendant to pay a \$400.00 mandatory special assessment, 18 U.S.C. § 3013(a)(2)(B), which the Defendant agrees to pay on the day of sentencing.

III. Corporate Authorization

RUZIAL will provide to this Office and the Court written evidence in the form of a notarized resolution of the Board of Directors of RUZIAL with both notary and corporate seals, certifying that Defendant is authorized to plead guilty to the felony charge as set forth in Count 1 of the Criminal Information, and to enter into and comply with all provisions of this agreement. The resolution shall further certify that a specified Officer or Director of RUZIAL is authorized to take these actions and that all corporate formalities, including, but not limited to, approval by Defendant's directors, required for such authorization have been observed. Defendant agrees that the authorized representative of RUZIAL shall appear on behalf of Defendant to enter the guilty plea in the Southern District of Florida and shall also appear for imposition of the sentence in the Southern

District of Florida.

IV. Sentence Recommendation

The United States Attorney's Office and RUZIAL agree to jointly recommend to the Court that the following sentence is appropriate and should be imposed in this case, and to jointly request that the Court impose sentence in the same hearing during which RUZIAL's plea is accepted.

A. A criminal fine in the total amount of \$50,000.00, to be paid in full on the day of sentencing. The parties agree that they shall jointly recommend to the Court that the fine be made payable to the Clerk, United States Courts, and upon payment shall be forwarded to the Lacey Act Reward Fund established pursuant to Title 16, United States Code, Section 3375, and administered by the Secretary of the Interior. The Clerk of the Court should direct the remittance to:

U.S. Fish & Wildlife Service
Lacey Act Reward Account
1875 Century Boulevard, Suite 380
Atlanta, GA 30345
Attn: Connie Saunders
USFWS Case No. 2008400095

B. RUZIAL and the United States jointly agree that there are no victims of the offense charged and that, accordingly, an order of restitution is not warranted in this matter.

C. RUZIAL and the United States jointly agree that they will recommend to the Court that the Defendant be ordered to pay \$100,000 to the National Fish and Wildlife Foundation, a Congressionally-chartered organization authorized by law to receive payments arising as a result of criminal convictions. These funds shall be employed by the receiving organization, with the assistance of the United States Fish & Wildlife Service and other interested federal agencies, for the purpose of constructing and installing public information displays in the Southern District of Florida

at selected international airports and international embarkation facilities for passengers departing the United States, in order to acquaint such passengers through the use of static displays, examples, and other appropriate materials, with the restrictions placed by domestic and international law on the trade and transportation of protected species of fauna and flora, with the goal of minimizing violations arising from ignorance and securing the goals of the Endangered Species Act and CITES to preserve for the benefit and enjoyment of future generation protected species of wildlife.

D. Defendant agrees to forfeit to the United States voluntarily and immediately all of its right, title and interest to any and all assets and their substitutes which are subject to forfeiture pursuant to Title 28, United States Code, Section 2461, Title 16, United States Code, Section 3374(a)(1), (a)(2), and Title 15 Code of Federal Regulations, Section 904.505(d), including the following:

- a. Eleven items made in whole or in part from the tanned skin of reticulated python (*Python reticulatus*).
- b. One item made from the tanned skin of anaconda (*Eunectes spp.*).
- c. Seven items made from the ivory tusks of extant elephants (*Loxodonta africana* / *Elephas maximus*).
- d. One mounted head and one skin of a tiger (*Panthera tigris*).
- e. Two rugs made from the hides of leopards (*Panthera pardus*).
- f. One rug and one hide of jaguar (*Panthera onca*).
- g. One rug and one box of zebra skin (*Equus zebra hartmannae*/ *E. spp.*).
- h. One full specimen mount and one rug of lion (*Panthera leo*)

The defendant admits that the above listed assets were wildlife imported, exported, transported, sold,

received, acquired, or purchased contrary to the provisions of Title 16, United States Code, Section 3372, et seq., or any regulation issued pursuant thereto

Defendant further agrees to fully cooperate and assist the Government in the forfeiture of the listed assets and to take whatever steps are necessary to pass clear title to the United States, including, but not limited to, the surrender of documents of title, execution of any documents necessary to transfer its interest in any of the above property to the United States, execution of a consent to forfeiture or other documents as may be needed to fully accomplish the forfeiture and vest title in the United States. Defendant further knowingly and voluntarily waives the following rights as to assets subject to forfeiture: (1) all constitutional, legal and equitable defenses to the forfeiture of the assets in any judicial or administrative proceeding; (2) any judicial or administrative notice of forfeiture and related deadlines; (3) any jeopardy defense or claim of double jeopardy, whether constitutional or statutory; (4) any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of these assets by the United States; and (5) any right to appeal any order of forfeiture entered by the Court pursuant to this plea agreement. Defendant further understands that the forfeiture of these assets shall not be treated as satisfaction or offset against any fine, restitution, cost of imprisonment, or any other penalty this court may impose on the defendant.

E. Ordinarily, in a case such as this, the United States Attorney's Office would recommend a period of probation and imposition of various remedial measures. However, imposition of a term of probation is not required as a condition of this sentence and this Office and RUZIAL agree to jointly recommend that one should not be imposed as RUZIAL's only activity is the ownership and operation of the vessel involved in the criminal offense, which is otherwise subject

to inspection and review upon any entry into the United States.

F. The participation of the United States Attorney's Office in the joint recommendations set forth above is conditional upon the terms of this agreement, including the Defendant meeting all the financial commitments identified herein at the time of sentencing, including payment of the mandatory special assessment.

V. Factual Statement

_____ On December 18, 2007, the vessel *M/Y MYSTERE C. I.*, Official Number 715826, registered in George Town, Cayman Islands, made entry into the United States at Port Everglades in Broward County, Florida from Italy, via Spain, as cargo aboard the transport vessel *Enterprise*. The registered owner of the *M/Y MYSTERE* is the Defendant, RUZIAL LTD, a corporation established under the laws of the Cayman Islands, British West Indies. Inspection of the *M/Y MYSTERE C. I.* by U.S. Customs and Border Protection (CBP) specialists and Wildlife Inspectors and Special Agents of the U.S. Fish & Wildlife Service (FWS) identified the presence on board of wildlife items protected under the federal Endangered Species Act and the Convention on International Trade In Endangered species of Wild Fauna & Flora (CITES). These items, including approximately twenty-nine specimens of elephant ivory, wild feline skins, and snake skin, as more fully identified in the charging Information, were required by federal regulations to be declared upon importation to the United States to both CBP and FWS, and to be accompanied by appropriate CITES permits. Some of the regulated items were installed as fixtures on the vessel, while others were merely openly placed about the vessel.

Proper declaration of the various items was not made to the cognizant federal agencies as required by law and regulation. Additionally, the items of wildlife falling within the protection of

Appendix I and Appendix II of CITES and/or the Endangered Species Act were not accompanied by CITES export or re-export permits, or equivalent documents, from their countries of natal origin or re-export.

Accordingly, RUZIAL, as owner and operator of the *M/Y MYSTERE C. I*, failed to comply with the relevant provisions of U.S. law.

RUZIAL agrees that the foregoing is an accurate statement of what took place and accepts and acknowledges full responsibility for the acts and omissions of its Directors, Officer, employees and agents.

VI. Additional Liability

Provided that the Defendant complies fully with the terms of this agreement, the United States Attorney's Office agrees to forgo additional criminal prosecution of RUZIAL in the Southern District of Florida, for the charges set forth in the Criminal Information and for other related violations that took place prior to December 18, 2007 in the Southern District of Florida and an entry at Fort Lauderdale Executive airport on June 16, 2008, which were known to this Office at the time of the signing of this agreement. The parties further understand that this agreement only applies to federal criminal charges. The Defendant understands and agrees that neither this paragraph nor this agreement limits the authority of any other federal, state, or local regulatory or prosecuting authorities. This agreement does not provide or promise any waiver of any civil or administrative actions, sanctions, or penalties that may apply.

VII. Express Waiver of Right to Appeal Guilty Plea and Sentence

Pursuant to this plea agreement, the Defendant agrees to enter an unconditional plea of guilty to Count 1 of the Criminal Information. As a result of entering the guilty plea, the Defendant

expressly waives all defenses or objections to Count 1 of the Criminal Information and reserves no future defenses or rights to appeal any decisions of the Court. Defendant further expressly agrees to waive all constitutional, statutory, common law, jurisdictional and non-jurisdictional defects in the proceedings and/or defenses to Count 1 of the Criminal Information, including, but not limited to, any and all pretrial motions, post-trial motions, post-sentencing motions, defenses, objections or collateral attacks. In sum, the Defendant expressly waives any and all appellate review, whether direct or indirect, with regard to the Criminal Information.

The Defendant is additionally aware that Title 18, United States Code, Section 3742 would normally afford RUZIAL the right to appeal the sentence imposed in these cases. In exchange for the concessions and considerations by the United States Attorney's Office contained herein, RUZIAL waives all rights conferred by Title 18, United States Code, Section 3742 to appeal any sentence imposed including any decisions rendered by the Courts in response to motions filed, any restitution order, or to appeal the manner in which the sentence was imposed, except a criminal fine or penalty in excess of that recommended by the Parties in this plea agreement. The Defendant further understands that nothing in this agreement shall affect this Office's right and/or duty to appeal as set forth in 18 U.S.C. § 3742(b). However, in the event that the United States Attorney's Office appeals the Defendant's sentence pursuant to Section 3742(b), the Defendant shall be released from the above waiver of appellate rights solely with respect to sentencing. By signing this agreement, counsel for the Defendant acknowledges that he has discussed the appeal waiver with the Defendant and that defense counsel, along with the prosecutor, will request that the district court enter a specific finding regarding the Defendant's knowing and voluntary waiver of its right to appeal the sentence imposed, as set forth in this agreement.

VIII. Rejection of Plea by Court

Should RUZIAL's guilty plea not be accepted by the Court for any reason, this agreement shall be null and void at the option of the United States Attorney's Office. In such an event, Defendant hereby waives any defense to any charges in Count 1 of the Criminal Information which might otherwise have been available under any statute of limitations, the Speedy Trial Act, or any common law, equitable, or Constitutional claim involving pre-indictment delay.

IX. Binding Final Agreement

None of the terms of this agreement shall be binding on the United States Attorney's Office until this agreement is signed by a properly authorized representative of the Defendant and defense counsel, and until signed by the United States Attorney for the Southern District of Florida, or their designees.

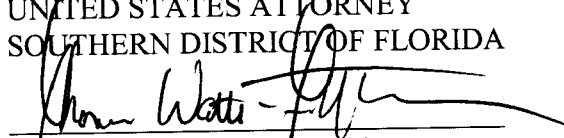
The parties agree that this plea agreement is the only agreement between the United States Attorney's Office and Defendant concerning this matter, supersedes all prior understandings, if any, whether written or oral, and cannot be modified other than in a writing that is signed by all parties. No other promises or inducements have been or will be made to the Defendant in connection with this case, nor have any predictions or threats been made in connection with this plea.

AGREED TO AND
RESPECTFULLY SUBMITTED,

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY
SOUTHERN DISTRICT OF FLORIDA

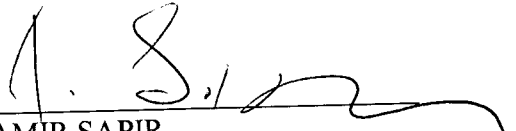
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BY


Thomas A. Watts-FitzGerald
Assistant U.S. Attorney

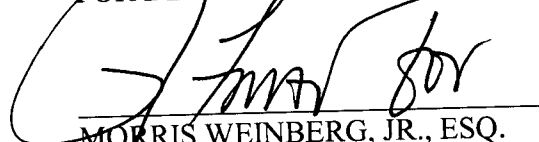
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BY:


TAMIR SAPIR
FOR DEFENDANT RUZIAL LTD.

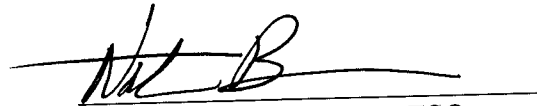
Date: 5/5/09

BY:


MORRIS WEINBERG, JR., ESQ.
COUNSEL FOR RUZIAL LTD.

Date: 5/5/09

BY:


NATHAN M. BERMAN, ESQ.
COUNSEL FOR RUZIAL LTD.