



# U.S. Department of **JUSTICE**

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**U.S. Department of Justice**

National Security Division

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*Counterintelligence and Export Control Section*

*950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530*

June 15, 2026

**By E-Mail**

Christopher Steskal, Esq.  
Melissa Duffy, Esq.  
Robert Slack, Esq.  
Fenwick & West LLP  
1155 F Street NW  
Washington, DC 20004

**Re: Robert Bosch GmbH**

Dear Counsel:

Consistent with the Department of Justice’s Corporate Enforcement and Voluntary Self-Disclosure Policy (“CEP”)<sup>1</sup> and the National Security Division’s messaging on Reporting Voluntary Self-Disclosures of Violations of National Security Laws Under the Department-wide Corporate Enforcement Policy,<sup>2</sup> the Department of Justice, National Security Division Counterintelligence and Export Control Section (“CES” or the “Government”) has decided to decline prosecution of your client, Robert Bosch GmbH (“Bosch” or the “Company”), for potential violations of the Export Control Reform Act, 50 U.S.C. § 4819. Based on the information that we have learned to date, we agree to close our inquiry into this matter pursuant to the terms set forth in this agreement.

Based on information provided by Bosch and our investigation, we found evidence that from in or about September 2020 to in or about September 2024, Bosch, through two of its non-U.S. based subsidiaries, re-exported from abroad over \$70 million worth of foreign-produced Micro-Electro-Mechanical Systems (“MEMS”) sensor products and foreign-produced software to Huawei Technologies Co., Ltd. and its affiliates on the Entity List, including Huawei Tech. Investment Co., Ltd., Hong Kong (collectively, “Huawei”) without the required license or other authorization from the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”), in violation of the Export Administration Regulations (“EAR”), 15 C.F.R. Parts 730-

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<sup>1</sup> Available at <https://www.justice.gov/dag/media/1430731/dl?inline>

<sup>2</sup> Available at <https://www.justice.gov/opa/pr/reporting-voluntary-self-disclosures-violations-national-security-laws-under-department-wide>

774. The two subsidiaries are Bosch Sensortec GmbH (“BST”) and ETAS GmbH (“ETAS”). In particular, BST and ETAS provided to Huawei foreign-produced items that were subject to the EAR pursuant to the Entity List Foreign Direct Product Rule (“FDPR”) for entities designated with “Footnote 1” without having obtained the required authorizations from BIS. *See* 15 C.F.R. § 734.9(e)(1). The investigation further revealed that Bosch’s trade compliance personnel were ill-equipped to provide accurate guidance on the FDPR, which led to the above issues. In addition, the investigation identified ongoing sales in violation of the FDPR despite several missed opportunities where third-party companies identified potential applications of the FDPR to their products or equipment used in the provision of their services. As a result of this conduct, Bosch made approximately \$11,430,098 in pre-tax profits.

Upon discovering the issues described above, Bosch conducted an internal investigation, voluntarily self-disclosed the matter to CES and BIS while still conducting its internal investigation, and promptly and appropriately remediated. While Bosch’s internal investigation uncovered numerous mistakes in the application of the FDPR with regards to its sales to Huawei, Bosch does not believe those mistakes rose to the level of acting willfully, as required for criminal violations under 50 U.S.C. § 4819.

Despite the above issues, pursuant to the terms set forth in this agreement, we have decided not to investigate further and to decline prosecution of this matter based on an assessment of the factors set forth in the CEP and the Principles of Federal Prosecution of Business Organizations, Justice Manual § 9-28.300, including: (1) Bosch’s timely and voluntary self-disclosure of the conduct; (2) Bosch’s cooperation in this matter, including its disclosure of relevant facts about the conduct, the preservation, collection, and disclosure of relevant documents and information, and its prompt and voluntary responses to CES’s requests following Bosch’s voluntary self-disclosure; (3) Bosch’s timely and appropriate remediation, including organizational changes, the addition of 66 employees to its trade compliance organization, the expansion of its U.S. trade compliance resources, and updates to internal policies and procedures to provide a clearer explanation of U.S. export controls jurisdiction and licensing requirements; and (4) the adequacy of regulatory remedies, specifically the approximately \$36 million penalty to be imposed by BIS for the civil violations under the ECRA and EAR.

The decision to decline prosecution is conditioned upon Bosch’s agreement to disgorge \$11,430,098 (the “Disgorgement Amount”) within thirty days of the date of this agreement. The Disgorgement Amount represents the pre-tax profits to Bosch from its sales to Huawei through BST and ETAS of products for which Bosch did not obtain the required EAR authorization, as calculated by the Government and agreed to by Bosch. CES will credit a total of \$7,829,069, paid by the Company to BIS in connection with a parallel resolution between BIS and the Company, against the Disgorgement Amount. Should any amount of such credited payment be returned to the Company or any affiliated entity for any reason, the Company shall pay the remaining balance of the disgorgement amount to the United States Treasury.

This letter does not provide any protection against prosecution of any individuals regardless of their affiliation with Bosch. Furthermore, if we learn information that changes our assessment of any of the factors outlined above, or disgorgement is not timely paid, we may reopen our investigation.

Regards,

CHRISTIAN J. NAUVEL  
Acting Chief  
National Security Division  
Counterintelligence and Export Control Section

By:           *Maria Fedor*            
MARIA FEDOR  
Trial Attorney

I have read this letter agreement and carefully reviewed every part of it with outside counsel for Robert Bosch GmbH. The Management Board of Robert Bosch GmbH has been advised of the terms of this letter agreement. I understand the terms of this letter agreement and, on behalf of Robert Bosch GmbH, voluntarily agree and consent to the facts and conditions set forth herein.

Date: 6/15/2026

*Gabriel Harnier*  
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Gabriel Harnier  
Global General Counsel  
Corporate Legal Services Department  
Robert Bosch GmbH