

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

UNITED STATES OF AMERICA	:	Hon.
	:	
v.	:	Criminal No. 18-
	:	
FERDI MURAT GUL,	:	18 U.S.C. §§ 1349, 1343, 371, and 2
a/k/a "Fred Gul"	:	22 U.S.C. § 2778
	:	
	:	

**INDICTMENT**

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

**Count One  
(Conspiracy to Commit Wire Fraud)**

1. At all times relevant to Count One of this Indictment:
  - a. Defendant FERDI MURAT GUL, also known as "Fred Gul" ("GUL"), was a citizen and resident of Turkey. Defendant GUL was the principal owner, chief executive officer, and general manager of two companies located in the United States, including: (i) Bright Machinery Manufacturing Group, Inc. ("BMM"), a defense contracting firm located in Paterson, New Jersey; and (ii) FMG Machinery Group ("FMG"), a purported manufacturing company with addresses in Paterson, New Jersey, and Long Island City, New York. Defendant GUL also maintained an ownership interest in HFMMG Insaat ("HFMMG"), a manufacturing company located in Turkey.

b. An individual not named as a defendant herein was a co-conspirator (“CC-1”), and was a resident of Paterson, New Jersey. CC-1 was employed as a production manager for BMM.

c. An individual not named as a defendant herein was a co-conspirator (“CC-2”), and was a resident of Clifton, New Jersey. CC-2 was employed as a commercial sales and purchasing manager for BMM.

### **Relevant Defense Contracting Procedures**

2. At all times relevant to this Indictment:

a. The United States Department of Defense (the “DoD”) contracted with private companies for a variety of equipment and supplies. The Defense Logistics Agency (“DLA”), a component of the DoD, provided worldwide combat logistics support to DoD military customers (including the Army, Navy, Air Force, Marine Corps, and Coast Guard) by supplying the U.S. military with equipment, materials, and services. Requests received from DoD military customers were filled through purchase orders awarded to DoD contractors by the DLA through an electronic database bidding system.

b. After receipt of a request from a DoD military customer, the DLA electronically issued a request for quote (“RFQ”), also referred to as a solicitation. The RFQ specified various criteria to potential defense contractors, including but not limited to the exact part sought for purchase, the quantity of parts needed, and the required delivery date for the parts. The RFQ included other relevant information such as whether the drawings and/or parts were subject to U.S. export-control regulations.

c. The DLA maintained an electronic database known as the “Internet Bid Board System” (“DIBBS”) that was used to issue RFQs. Contractors seeking to do business with the DoD were required to electronically submit a request for a “Commercial and Government Entity” (“CAGE”) code. The CAGE code was a five-position unique identifier assigned to entities doing business with the federal government. Using the CAGE code, prospective contractors could access DIBBS and submit a quote responsive to a given RFQ. The DLA evaluated these quotes and awarded a purchase order – or contract - to the contractor. Like the RFQ, the purchase order specified the exact part, quantity, delivery date, and other relevant information including, when applicable, export-control warnings.

f. Contractors could obtain technical data and drawings relating to government solicitations through DLA Collaboration Folders (commonly referred to as “cFolders”). cFolders was a secure, electronic database of technical data and drawings. All cFolders users were required to have a DIBBS account. Contractors could access cFolders from DIBBS after determining that a particular solicitation was of interest to them. Technical data and drawings were only available on cFolders during the time of an active solicitation. Once a contract was awarded, the data was only available to the contract awardee, and no other user could download data after that time.

g. To gain access to technical data and drawings that were subject to export control regulations, contractors had to obtain certification through the U.S./Canada Joint Certification Program (“JCP”). As part of the

application process, contractors were required to complete and submit a document known as a Military Critical Technical Data Agreement.

Significantly, as a condition of receiving militarily critical technical data, the entity or individual applying for the certification was required to certify that the individual who would act as the custodian of the data on behalf of the contractor was either a U.S. citizen or a lawful permanent resident. Further, contractors were required to acknowledge that they understood U.S. export control laws. Contractors were also required to agree not to disseminate the drawings and technical data in a manner that would violate those export control laws.

h. Manufacturing companies in foreign countries such as Turkey could not obtain JCP certification because they were not U.S. or Canadian based contractors.

i. Under standard DoD protocol, contracts awarded to manufacturers were subject to a process referred to as an "Origin Inspection." Generally, an Origin Inspection required that a Defense Contract Management Agency Quality Assurance Representative ("QAR") visit the contractor to inspect a sampling of parts before a contractor was allowed to ship the parts it manufactured to a given DoD customer. During a QAR inspection, contractors were typically required to provide all supporting certifications from subcontractors as proof to the DoD that special materials inspection requirements were met, and that any and all testing requirements listed within the contract were properly completed during the manufacturing process. After

a QAR inspection was completed, the contractor was required to enter the shipping quantity of the manufactured item into the DoD's Wide Area Workflow ("WAWF") database. The QAR was then responsible for accessing the WAWF database to confirm that the inspection was completed. Upon that confirmation, payment by the DoD to the contractor was authorized. In certain instances, payment was made by the DoD to the contractor before it actually received shipment of the respective parts.

j. The System for Award Management ("SAM") database was the vehicle through which government contractors, including DoD contractors, provided the government with corporate contact information, including financial information and corporate leadership.

k. DoD electronic payments were processed through the Defense Finance and Accounting Service ("DFAS"). DFAS was the DoD agency responsible for paying contractors for goods and services provided.

l. "Domestic End Product" was a term used in the DoD bidding and contracting process to describe a product that was made in the United States. More specifically, a product qualified as Domestic End Product if the cost of its components mined, produced, and manufactured in the United States exceeded 50 percent of the cost of all its components. Contracts awarded by DLA to DoD contractors for the supply of certain military parts and defense hardware items required that they be Domestic End Product.

m. As a foreign contractor, HFMG was classified as a "non-manufacturer," meaning that the company was only permitted to supply

“Qualifying Country End Products” (i.e., foreign made products) from Turkey to U.S. vendors. Conversely, HFMG was not authorized to supply U.S. vendors with Domestic End Products. Additionally, in the absence of a license issued by the U.S. Department of State (“DOS”), HFMG was not permitted to access databases containing solicitations for bids on government contracts involving the manufacture of export-controlled defense articles.

### **The Conspiracy**

3. From at least as early as in or about October 2010 through in or about June 2015, in Passaic County, in the District of New Jersey and elsewhere, defendant

**FERDI MURAT GUL,  
a/k/a “Fred Gul,”**

did knowingly and intentionally conspire and agree with CC-1, CC-2, and others known and unknown to devise a scheme and artifice to defraud the United States Department of Defense, and to obtain money and property, by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing such scheme and artifice to defraud, did transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce, certain writings, 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 fraudulently obtain money from the DoD through a product substitution fraud scheme.

### **Manner and Means of the Conspiracy**

5. It was part of the conspiracy that defendant GUL, CC-1, and CC-2 caused BMM to obtain contracts to supply certain military parts and defense hardware items to the DoD based on the false representations that: (1) BMM was a domestic manufacturer; and (2) the items and parts to be supplied by BMM would be Domestic End Products.

6. It was further part of the conspiracy that defendant GUL and his co-conspirators caused certain military parts and defense hardware items that were manufactured by HFMG in Turkey to be delivered to the DoD.

7. It was further part of the conspiracy that defendant GUL and his co-conspirators forged sub-contractor certifications and fabricated other documents that were sent by electronic means to DoD representatives in New Jersey and elsewhere. These documents falsely represented that BMM performed necessary quality control procedures in its purported domestic manufacture of military parts, and were intended to deceive DoD personnel about the co-conspirators' foreign manufacturing process.

8. It was further part of the conspiracy that defendant GUL and his co-conspirators routinely made false statements to DoD representatives while at BMM's New Jersey facility to confirm the same false information that had been electronically submitted by the co-conspirators.

9. It was further part of the conspiracy that defendant GUL and his co-conspirators engaged in shipping and banking transactions designed to

conceal any direct links between defendant GUL's foreign manufacturing process at HFMG and the co-conspirators' U.S. based-operations at BMM.

**Fraudulent Activity**

10. To further the conspiracy, defendant GUL and his co-conspirators engaged in the following conduct:

a. Defendant GUL registered HFMG as a foreign contractor in the U.S. government's SAM database in August 2006. As a foreign contractor, however, HFMG could not legally obtain contracts for the domestic manufacture of export-controlled defense articles. Accordingly, defendant GUL caused the creation of U.S.-based front-companies to fraudulently obtain domestic DoD contracts.

c. Specifically, in or about November 2008, defendant GUL caused the incorporation of FMG in New York. Defendant GUL was listed as the registered agent and the sole managing member for FMG. Defendant GUL subsequently opened at least three business bank accounts in the name of FMG at a U.S. bank (the "FMG Accounts").

d. In or about August 2010, defendant GUL caused the incorporation of BMM in New Jersey. Defendant GUL was listed as the registered agent and the sole managing member for BMM. Defendant GUL subsequently opened at least six business bank accounts in the name of BMM at two U.S. banks (the "BMM Accounts").

e. In or about August 2010, defendant GUL caused the registration of BMM as a domestic contractor in the SAM database. Defendant



GUL was listed as BMM's owner, and its primary point of contact ("POC"). As part of this registration, BMM was assigned a CAGE code so that the company could do business with the DoD electronically.

f. In or about October 2010, defendant GUL caused the filing of a Military Critical Technical Data Agreement with the DoD. The document falsely represented that CC-1, as a U.S. citizen, would be BMM's primary "data custodian" for export-controlled information, and that such material would not be disseminated in a manner that would violate U.S. export control laws. Based on these false representations, BMM was granted JCP certification; additionally, defendant GUL was afforded access to the cFolders database. Through this access, defendant GUL obtained a "user account" and was assigned an individual user code.

g. From in or about October 2010 through in or about June 2015, defendant GUL used his fraudulently obtained account to access U.S. government databases, and to bid on and acquire hundreds of military contracts valued at approximately \$7 million. During the course of the scheme, payments to BMM from the DoD were electronically wired to the BMM Accounts. Defendant GUL then caused transfers from the BMM Accounts to the FMG Accounts, as well as to foreign bank accounts controlled by HFMG and defendant GUL.

**Product Substitution Example: DLA Contract # SPE4A6-13-D406**

h. On or about January 17, 2013, defendant GUL used BMM's CAGE code to access the DIBBS system. Defendant GUL submitted a fraudulent bid in order to obtain a contract to supply a quantity of parts to DLA known as "Housing, Electrical Rotating Equipment" which parts aid the control of fuel flow to torpedoes (the "Torpedo Parts"). The bid submitted by defendant GUL falsely stated that BMM, as a U.S. based manufacturer, would provide Domestic End Product. Only U.S. based contractors with JCP certification were eligible to obtain this contract.

i. Based on defendant GUL's electronically-submitted false bid, on or about April 4, 2013, BMM was awarded a purchase order to provide a quantity of Torpedo Parts to the DoD. The DLA contract number assigned to this purchase order was SPE4A6-13-M-D406 ("-D406").

j. On or about August 24, 2013, defendant GUL sent an electronic communication to the QAR assigned by DoD to inspect the Torpedo Parts at BMM's New Jersey office. In this communication, defendant GUL provided the QAR with a number of forged certifications purportedly prepared by three different U.S.-based subcontractors hired by defendant GUL and his co-conspirators to assist BMM. These forged certifications falsely indicated that all necessary tests and processes were utilized by BMM in its domestic manufacture of the Torpedo Parts.

k. On or about August 28, 2013, the QAR met with CC-1 at BMM's New Jersey office to personally inspect several of the Torpedo Parts. During this meeting, CC-1 falsely confirmed that all of the necessary testing and processes had been completed in accordance with the forged certifications previously provided by defendant GUL.

l. On or about September 3, 2013, a quantity of Torpedo Parts were delivered by BMM to DLA. Contrary to defendant GUL's bid, the parts provided by BMM for contract ending -D406 were manufactured in Turkey, and were therefore not Domestic End Product.

m. On or about September 9, 2013, DoD sent a wire transfer to the BMM Accounts containing partial payment for its services. On or about September 12, 2013, banking records confirm wire transfers of similar amounts made from the BMM Accounts to the FMG Accounts, and ultimately from the FMG Accounts to an HFMG business bank account in Turkey.

All in violation of Title 18, United States Code, Section 1349.

**Counts Two Through Seven**  
**(Wire Fraud)**

1. The allegations set forth in Paragraphs 1 and 2 and 4 through 10 of Count One of this Indictment are re-alleged 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

**FERDI MURAT GUL,**  
**a/k/a “Fred Gul,”**

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 the manufacture of certain military parts and defense hardware items, 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	August 24, 2013	Supply of parts aiding fuel flow to Mark 54 Lightweight Torpedo and Mark 48 Advanced Capability Torpedo, under DLA contract number SPE4A6-13-M-D406	E-mail sent by defendant GUL containing forged certifications and false statements in connection with DLA contract number SPE4A6-13-M-D406
3	May 15, 2014	Supply of component parts for bomb ejector racks for the A-10 Thunderbolt II and F-16 Fighting Falcon aircraft, under DLA contract number SPM7L4-12-M-1687	E-mail sent by defendant GUL to DoD representative containing forged certifications and false statements in connection with DLA contract number SPM7L4-12-M-1687
4	November 4, 2013	Supply of component parts for the MK 155 Mine Clearance Launcher, under DLA contract number SPM7L4-13-M-1634	E-mail sent by defendant GUL to DoD representative containing forged certifications and false statements in connection with DLA contract number SPM7L4-13-M-1634
5	January 21, 2014	Supply of component parts for the MK 137 Automated Launch Expendables System, under DLA contract number SPM7L4-13-M-0976	E-mail sent by defendant GUL to DoD representative containing forged certifications and false statements in connection with DLA contract number SPM7L4-13-M-0976

<u>Ct.</u>	<u>Date</u>	<u>Fraudulent Transaction</u>	<u>Wire</u>
6	December 27, 2013	Supply of component parts for the M203 Grenade Launcher System, under DLA contract number SPM7L4-13-M-1974	E-mail sent by defendant GUL to DoD representative containing forged certifications and false statements in connection with DLA contract number SPM7L4-13-M-1974
7	September 27, 2013	Supply of component parts for the AC-130H Gunship 40mm cannon weapon system, under DLA contract number SPM7L4-14-M-0157	Electronic bid submitted through DIBBS in connection with solicitation SPM7L4-14-M-0157 which falsely stated that BMM was the domestic 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 Eight**  
**(Conspiracy to Violate Arms Export Control Act)**

1. The allegations set forth in Paragraphs 1, 2 and 4 through 10 of Count One of this indictment, and Paragraphs 1 and 2 of Counts Two through Seven of this indictment are re-alleged and incorporated as if set forth in full herein.

**Legal Background**

2. At all times relevant to Count Eight of this Indictment:

a. The United States Arms Export Control Act, Title 22, United States Code, Section 2778 (“AECA” or the “Act”) authorized the President of the United States to control the export of defense articles and services from the United States. Unless an exception applied, the Act stated that no defense articles or defense services could 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”), defined 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 defined a defense article and service to be any item on the United States Munitions List (“USML”) contained in the regulations. The USML set forth 21 categories of defense articles that were 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 were required to register with the DDTC, and to 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 II(k) of the USML included technical data directly related to specifically designed or modified components, parts, accessories, and associated equipment for, among other defense articles, guns over caliber .50, whether towed, airborne, self-propelled, or fixed, including but not limited to, howitzers, mortars, cannons, recoilless rifles, and grenade launchers.

f. Category IV(i) of the USML included 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.

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

h. The ITAR prohibited, 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).



### **The Technical Data**

3. The DDTC has certified that the document titled "Housing Assembly – MER and TER, Drawing Number: 67J45266," is technical data covered by Category VIII(i) of the USML.

4. The DDTC has certified that the document titled "Launcher, Rail Assembly, Drawing Number 82A5052B0225," is technical data covered by Category IV(i) of the USML.

5. The DDTC has certified that the document titled "Support, Drawing Number: 3193160," is technical data covered by Category IV(i) of the USML.

6. The DDTC has certified that the document titled "technical drawing of a Leaf Sight and Grab; NSN 1010-01-453-5387," is technical data covered by Category II(k) of the USML.

7. The DDTC has certified that the documents titled "Cylinder Assy, Recoil, Drawing Number 7329949" and "Pin Retaining Recoil Cylinder, Drawing Number 7131261," contain technical data covered by Category II(k) of the USML.

### **Export License History**

8. At no point during any of the transactions described in this Indictment did defendant GUL, CC-1, CC-2, 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**

9. From at least as early as in or about October 2010 through in or about June 2015, in Passaic County, in the District of New Jersey and elsewhere, defendant

**FERDI MURAT GUL,  
a/k/a "Fred Gul,"**

did knowingly and willfully conspire and agree with CC-1, CC-2, and others to export to Turkey 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, Section 120, et seq.

**Object of the Conspiracy**

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

**Manner and Means of the Conspiracy**

11. It was part of the conspiracy that defendant GUL exported and caused the export of ITAR-controlled technical data for certain military parts and defense hardware items to Turkey without an export license or approval

from the United States Department of State authorizing the exportation of that technical data, as required by law.

12. It was further part of the conspiracy that defendant GUL unlawfully exported and caused the export of ITAR-controlled technical data so that members of the conspiracy could use the technical data to manufacture, at facilities located abroad, including in Turkey, certain military parts and defense hardware items that appeared to conform to DoD-approved specifications and sell them to the DoD while fraudulently passing them off as Domestic End Product.

13. It was further part of the conspiracy that defendant GUL exported and caused the export of ITAR-controlled technical data for certain military parts and defense hardware items by, among other means, fraudulently gaining access to government databases in order to upload ITAR-controlled technical data to computers located abroad, including in Turkey, and by sending or causing e-mails containing ITAR-controlled technical data to conspirators abroad, including in Turkey.

#### **Overt Acts**

14. 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:

#### **DLA Contract # SPM7L4-12-M-1687**

a. On or about May 10, 2012, defendant GUL electronically accessed the DIBBS system and submitted a bid containing false statements

to obtain a contract to supply DLA with a quantity of parts known as “Housing, Ejector Rack,” components of bomb ejector racks for the A-10 Thunderbolt II and F-16 Fighting Falcon aircraft (the “Bomb Ejector Parts”).

b. In connection with the false bid, on or about May 10, 2012, defendant GUL downloaded technical drawings from the cFolders database, including Drawing Number 67J45266, which drawings were necessary for the manufacture and production of the Bomb Ejector parts.

c. On or about June 13, 2012, defendant GUL caused the United States Department of Defense to award BMM a purchase order to provide a quantity of Bomb Parts to DLA. The DLA contract number assigned to this purchase order was SPM7L4-12-M-1687.

d. On or about January 29, 2013, defendant GUL electronically provided a DoD representative with forged certifications purportedly prepared by several U.S.-based subcontractors, which falsely indicated that all necessary tests and processes were utilized by BMM in its domestic manufacture of the Bomb Ejector Parts.

e. On or about May 15, 2014, defendant GUL electronically provided a DoD representative with forged certifications purportedly prepared by several U.S.-based subcontractors, which falsely indicated that all necessary tests and processes were utilized by BMM in its domestic manufacture of the Bomb Ejector Parts.

f. In or about May 2014, CC-1 met with a DoD representative at BMM’s New Jersey office and falsely stated that all of the necessary testing

and processes had been completed during the manufacturing process of the Bomb Ejector Parts, in accordance with the forged certifications previously provided by defendant GUL.

**DLA Contract # SPM7L4-13-M-1634**

f. On or about February 20, 2013, defendant GUL electronically accessed the DIBBS system and submitted a bid containing false statements in order to obtain a contract to supply DLA with a quantity of parts known as “Launcher, Rail Assembly,” components of the MK 155 Mine Clearance Launcher (the “Launcher Parts”).

g. In connection with the false bid, on or about May 10, 2012, defendant GUL downloaded technical drawings from the cFolders database, including Drawing Number 82A5052B0225, which drawings were necessary for the manufacture and production of the Launcher Parts.

h. On or about March 19, 2013, defendant GUL caused the United States Department of Defense to award BMM a purchase order to provide a quantity of Launcher Parts to DLA. The DLA contract number assigned to this purchase order was SPM7L4-13-M-1634.

i. On or about November 4, 2013, defendant GUL electronically provided a DoD representative with forged certifications purportedly prepared by several U.S.-based subcontractors, which falsely indicated that all necessary tests and processes were utilized by BMM in its domestic manufacture of the Launcher Parts.

j. On or about November 6, 2013, CC-1 met with a DoD representative at BMM's New Jersey office and falsely stated that all of the necessary testing and processes had been completed during the manufacturing process of the Launcher Parts, in accordance with the forged certifications previously provided by defendant GUL.

**DLA Contract # SPM7L4-13-M-0976**

k. On or about January 12, 2013, defendant GUL electronically accessed the DIBBS system and submitted a bid containing false statements in order to obtain a contract to supply DLA with a quantity of parts known as "Base, Cannon, Support," which are components of the MK 137 Automated Launch of Expendables System (the "Support Parts").

l. In connection with the false bid, on or about July 21, 2012, defendant GUL downloaded technical drawings from the cFolders database, including Drawing Number 3193160, which were necessary for the manufacture and production of the Support Parts.

m. On or about January 17, 2013, defendant GUL caused the United States Department of Defense to award BMM a purchase order to provide a quantity of Support Parts to DLA. The DLA contract number assigned to this purchase order was SPM7L4-13-M-0976.

n. On or about January 21, 2014, defendant GUL electronically provided a DoD representative with forged certifications purportedly prepared by several U.S.-based subcontractors, which falsely indicated that all necessary

tests and processes were utilized by BMM in its domestic manufacture of the Support Parts.

o. On or about January 24, 2014, CC-1 met with a DoD representative at BMM's New Jersey office and falsely stated that all of the necessary testing and processes had been completed during the manufacturing process of the Support Parts, in accordance with the forged certifications previously provided by defendant GUL.

**DLA Contract # SPM7L4-13-M-1974**

p. On or about April 5, 2013, defendant GUL electronically accessed the DIBBS system and submitted a bid containing false statements in order to obtain a contract to supply DLA with a quantity of parts known as "Leaf Sight and Grab" and "Seal Assembly," which are components of the M203 Grenade Launcher system (the "Grenade Parts").

q. In connection with the false bid, on or about March 26, 2013, defendant GUL downloaded technical drawings from the cFolders database, including Drawing Number 12598117 (with National Stock Number, or "NSN," listed as 1010-01-453-5387), which were necessary for the manufacture and production of the Grenade Parts.

r. On or about April 24, 2013, defendant GUL caused the United States Department of Defense to award BMM a purchase order to provide a quantity of Grenade Parts to DLA. The DLA contract number assigned to this purchase order was SPM7L4-13-M-1974.

s. On or about December 27, 2013, defendant GUL electronically provided a DoD representative with forged certifications purportedly prepared by several U.S.-based subcontractors, which falsely indicated that all necessary tests and processes were utilized by BMM in its domestic manufacture of the Grenade Parts.

t. On or about September 24, 2014, CC-1 met with a DoD representative at BMM's New Jersey office and stated that all of the necessary testing and processes had been completed during the manufacturing process of the Grenade Parts, in accordance with the forged certifications previously provided by defendant GUL.

**DLA Contract # SPM7L4-14-M-0157**

u. On or about September 27, 2013, defendant GUL electronically accessed the DIBBS system and submitted a bid containing false statements in order to obtain a contract to supply DLA with a quantity of parts known as "Cylinder, Recoil," which are components of the AC 130H Gunship's 40mm cannon weapon system (the "Cannon Parts").

v. In connection with the false bid, on or about July 1, 2013, defendant GUL downloaded technical drawings from the cFolders database, including Drawing Number 7329949. Also in connection with the false bid, on or about April 3, 2013, defendant GUL downloaded technical drawings from the cFolders database, including drawing number 7131261. Both of these technical drawings were necessary for the manufacture and production of the Cannon Parts.



w. On or about October 30, 2013, defendant GUL caused the United States Department of Defense to award BMM a purchase order to provide a quantity of Cannon Parts to DLA. The DLA contract number assigned to this purchase order was SPM7LA-14-M-0157.

x. On or about October 1, 2014, defendant GUL electronically provided a DoD representative with forged certifications purportedly prepared by several U.S.-based subcontractors, which falsely indicated that all necessary tests and processes were utilized by BMM in its domestic manufacture of the Cannon Parts.

y. On or about February 19, 2015, CC-1 met with a DoD representative at BMM's New Jersey office and stated that all of the necessary testing and processes had been completed during the manufacturing process of the Cannon Parts, in accordance with the forged certifications previously provided by defendant GUL.

All in violation of Title 18, United States Code, Section 371.

**Count Nine**  
**(Arms Export Control Act)**

1. The allegations set forth in Paragraphs 1, 2, and 4 through 10 of Count One, and Paragraphs 1 and 2 of Counts Two through Seven, and Paragraphs 1 through 8 and 10 through 14 of Count Eight, above, are re-alleged and incorporated as if set forth in full herein.

2. On or about September 27, 2013, in Passaic County, in the District of New Jersey and elsewhere, defendant

**FERDI MURAT GUL,**  
**a/k/a “Fred Gul,”**

knowingly and willfully exported and caused to be exported from the United States to Turkey a defense article, that is, the technical drawings for “Cylinder Assy, Recoil, Drawing Number 7329949” and “Pin Retaining Recoil Cylinder, Drawing Number 7131261,” which were designated as defense articles 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 Indictment are hereby re-alleged 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 his conviction of the offenses charged in this 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 person;
- 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 subdivided without difficulty;

It is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

A TRUE BILL

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FOREPERSON

  
CRAIG CARPENITO  
United States Attorney