

# United States District Court

FOR THE  
NORTHERN DISTRICT OF CALIFORNIA

VENUE: SAN FRANCISCO

**FILED**

**MAR - 5 2015**

**RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

[REDACTED]

UNITED STATES OF AMERICA,

v.

PAVEL SEMENOVICH FLIDER and  
TRIDENT INTERNATIONAL  
CORPORATION, LLC,

**CR 15 0154**

**VC**

DEFENDANT(S).

## INDICTMENT

Counts One - Fifteen: 18 U.S.C. §§ 554(a) and 2 – Smuggling of Goods; Count Sixteen: 18 U.S.C. § 1956(h) – Conspiracy to Commit International Money Laundering; Counts Seventeen - Twenty-Six: 18 U.S.C. § 1956(a)(2)(A) – Money Laundering; Forfeiture Allegation: 13 U.S.C § 305(a)(3) – Failure to File Export Information Forfeiture; 18 U.S.C. § 981(a)(1)(C) – Smuggling Forfeiture; 18 U.S.C. § 982(a)(1) – Money Laundering Forfeiture; and 28 U.S.C. § 2461(c)

*CR 15-1576 VC*

A true bill.  
*William [Signature]*  
Foreman

Filed in open court this 5<sup>th</sup> day of  
MARCH 2015

MARIA-ELENA JAMES  
UNITED STATES MAGISTRATE JUDGE

*[Signature]*  
Clerk

ROSE MAHER

NO RAIL ARREST WARRANT \$ as to

*Paul Semenov*

**DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT**

BY:  COMPLAINT  INFORMATION  INDICTMENT  
 SUPERSEDING

**OFFENSE CHARGED**

18 U.S.C. § 554(a) - Smuggling of Goods;

18 U.S.C. § 1956(a)(2)(A) - Money Laundering

- Petty
- Minor
- Misdemeanor
- Felony

**PENALTY:**

18 U.S.C. § 554: \$250,000 fine; \$100 special assessment; forfeiture of involved property and proceeds.  
(cont'd)

**PROCEEDING**

Name of Complainant Agency, or Person (& Title, if any)  
Department of Commerce, Bureau of Industry and Security

Special Agent Richard J. Fitzpatrick III

person is awaiting trial in another Federal or State Court, give name of court

this person/proceeding is transferred from another district per (circle one) FRCrP 20, 21 or 40. Show District

this is a re prosecution of charges previously dismissed which were dismissed on motion of:

U.S. Att'y  Defense

this prosecution relates to a pending case involving this same defendant

prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

SHOW DOCKET NO.

MAGISTRATE CASE NO.

Name and Office of Person Furnishing Information on THIS FORM

MELINDA L. HAAG

U.S. Att'y  Other U.S. Agency

Name of Asst. U.S. Att'y (if assigned)

Philip J. Kearney

Name of District Court, and/or Judge/Magistrate Location  
NORTHERN DISTRICT OF CALIFORNIA

DEFENDANT - U.S.

TRIDENT INTERNATIONAL CORPORATION, LLC

DISTRICT COURT NUMBER

CR 15 0154

DEFENDANT

**IS NOT IN CUSTODY**

- 1)  Has not been arrested, pending outcome this proceeding. If not detained give date any prior summons was served on above charges
- 2)  Is a Fugitive
- 3)  Is on Bail or Release from (show District)

**FILED**

MAR -5 2015

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**IS IN CUSTODY**

- 4)  On this charge
  - 5)  On another conviction
  - 6)  Awaiting trial on other charges
- Fed'l  State

If answer to (6) is "Yes", show name of institution

Has detainer been filed?  Yes  No

If "Yes" give date filed

DATE OF ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

Month/Day/Year

DATE TRANSFERRED TO U.S. CUSTODY

This report amends AO 257 previously submitted

**ADDITIONAL INFORMATION OR COMMENTS**

**PROCESS:**

SUMMONS  NO PROCESS\*  WARRANT

Bail Amount: \_\_\_\_\_

If Summons, complete following:

Arraignment  Initial Appearance

Defendant Address: \_\_\_\_\_

\*Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time: \_\_\_\_\_

Before Judge: \_\_\_\_\_

Comments: \_\_\_\_\_

18 U.S.C. § 1956(a)(2)(A): \$500,000 fine or twice the value of the property used in the transaction, whichever is greater; \$100 special assessment; forfeiture of involved property and proceeds.

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT

BY:  COMPLAINT  INFORMATION  INDICTMENT  SUPERSEDING

OFFENSE CHARGED

- 18 U.S.C. § 554(a) - Smuggling of Goods;
18 U.S.C. § 1956(h) - Conspiracy to Commit International Money Laundering;
18 U.S.C. § 1956(a)(2)(A) - Money Laundering
Petty
Minor
Misdemeanor
Felony

PENALTY:

18 U.S.C. § 554: 10 years in prison; three year period of supervised release; \$250,000 fine; \$100 special assessment; forfeiture of involved property and proceeds. (cont'd)

PROCEEDING

Name of Complainant Agency, or Person (& Title, if any)

Department of Commerce, Bureau of Industry and Security

Special Agent Richard J. Fitzpatrick III

person is awaiting trial in another Federal or State Court, give name of court

this person/proceeding is transferred from another district per (circle one) FRCrP 20, 21 or 40. Show District

this is a reprosecution of charges previously dismissed which were dismissed on motion of: U.S. Att'y Defense SHOW DOCKET NO.

this prosecution relates to a pending case involving this same defendant MAGISTRATE CASE NO.

prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

Name and Office of Person Furnishing Information on THIS FORM

MELINDA L. HAAG

U.S. Att'y Other U.S. Agency

Name of Asst. U.S. Att'y (if assigned)

Philip J. Kearney

Name of District Court, and/or Judge/Magistrate Location NORTHERN DISTRICT OF CALIFORNIA

DEFENDANT - U.S. COURT ORDER

PAVEL SEMENOVICH FLIDER

DISTRICT COURT NUMBER

CR 15 0154 VC

DEFENDANT

IS NOT IN CUSTODY

- Has not been arrested, pending outcome this proceeding. If not detained give date any prior summons was served on above charges
Is a Fugitive
Is on Bail or Release from (show District)

FILED

MAR -5 2015

RICHARD W. WIEKING CLERK, U.S. DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA

IS IN CUSTODY

- On this charge
On another conviction
Awaiting trial on other charges Fed'l State

If answer to (6) is "Yes", show name of institution

Has detainer been filed? Yes No If "Yes" give date filed

DATE OF ARREST Month/Day/Year

Or... If Arresting Agency & Warrant were not Month/Day/Year

DATE TRANSFERRED TO U.S. CUSTODY

This report amends AO 257 previously submitted

ADDITIONAL INFORMATION OR COMMENTS

PROCESS:

SUMMONS NO PROCESS\* WARRANT Bail Amount: NO BAIL

If Summons, complete following:

Arraignment Initial Appearance

Defendant Address:

Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time:

Before Judge:

Comments:

18 U.S.C. § 1956(a)(2)(A) & (h): 20 years in prison; three year period of supervised release; \$500,000 fine or twice the value of the property used in the transaction, whichever is greater; forfeiture of involved property and proceeds.

1 MELINDA HAAG (CABN 132612)  
United States Attorney

**FILED**

MAR -5 2015

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

~~SEAL~~  
BY COURT ORDER

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION

VC

CR 15 0154  
No.

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

16 PAVEL SEMENOVICH FLIDER and  
17 TRIDENT INTERNATIONAL  
CORPORATION, LLC,

18 Defendants.

VIOLATIONS:  
Title 18, United States Code, Sections 554(a) –  
Smuggling of Goods; Title 18, United States Code,  
Section 1956(h) – Conspiracy to Commit  
International Money Laundering; Title 18, United  
States Code, Section 1956(a)(2)(A) – Money  
Laundering; Title 26, United States Code, Section  
5872 – Export Related Forfeiture – (13 U.S.C § 305 –  
Failure to File Export Information Forfeiture, 18  
U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461-  
Smuggling Forfeiture); 18 U.S.C. § 982(a)(1) –  
Money Laundering Forfeiture

SAN FRANCISCO VENUE

22 INDICTMENT

23 The Grand Jury charges:

24 At all times relevant to this Indictment:

25 INTRODUCTORY ALLEGATIONS

26 1. Defendant PAVEL SEMENOVICH FLIDER was a Russian national and naturalized  
27 citizen of the United States, who served as the co-owner and operator of TRIDENT INTERNATIONAL  
28 CORPORATION, LLC (hereinafter “TRIDENT”).

1           2.       Defendant TRIDENT was a California Limited Liability Company located in Richmond,  
2 California, and San Francisco, California, that was operated, at least in part, for the purpose of  
3 procuring electronic components from United States companies and arranging for those components to  
4 be exported to Estonia and Finland for transshipment to Russia. Funds used by TRIDENT to purchase  
5 these electronic components came, at least in part, from transfers received by TRIDENT from foreign  
6 banks.

7           3.       “FREIGHT FORWARDER 1” was a freight forwarder with an office located in  
8 Helsinki, Finland.

9           4.       “FREIGHT FORWARDER 2” was a freight forwarder with an office located in  
10 Helsinki, Finland.

11          5.       “FREIGHT FORWARDER 3” was a freight forwarder with an office located in Tallin,  
12 Estonia.

13           Export and Shipping Records

14          6.       Pursuant to United States law and regulation, exporters, shippers, and freight  
15 forwarders were required to file certain forms and declarations concerning exports of goods and  
16 technology from the United States. Typically, those forms were filed electronically through the  
17 Automated Export System (“AES”) administered in part by the United States Department of Homeland  
18 Security (“DHS”), Bureau of Customs and Border Protection. A Shipper’s Export Declaration (“SED”)  
19 was an official document submitted to DHS in connection with export shipments from the United States.

20          7.       An essential and material part of the SED and AES, as well as other export filings,  
21 was information concerning the end-user or ultimate destination of the export. The identity of the end-  
22 user may determine whether or not the goods may be exported from the United States: a) without any  
23 specific authorization from the United States government; b) with the specific authorization or validated  
24 license from the United States Department of Commerce, the United States Department of State, or the  
25 United States Department of Treasury; or c) not under any circumstances.

26          8.       The SED or AES was equivalent to a statement to the United States government that  
27 the transaction occurred as described. The SED or AES was used by the United States Bureau of  
28 Census to collect trade statistics and by the Bureau of Industry and Security, Department of Commerce,

1 for export control purposes.

2 9. The Secretary of Commerce had the authority to collect information from persons  
3 exporting goods from the United States. 13 U.S.C. § 301. The Foreign Trade Regulations (Title 15,  
4 Code of Federal Regulations, Part 30) set forth the general requirements for exporters, including the  
5 requirement that an exporter, known as the United States Principal Party in Interest (“USPPI”), or an  
6 exporter’s agent file Electronic Export Information (“EEI”) for all goods being exported where the value  
7 of a single commodity is over \$2,500. 15 C.F.R. §§ 30.1, 30.2, and 30.37(a).

8 10. The USPPI or its authorized agent was required to file EEI electronically through the  
9 AES. 15 C.F.R. § 30.2. The USPPI or its authorized agent had the responsibility to submit complete,  
10 correct information in AES based on personal knowledge of the facts or on information furnished by the  
11 parties to the export transaction. 15 C.F.R. §§ 30.3, 30.9. Required information that must be submitted  
12 in AES included, among other things, the name of the USPPI, commodity description, shipping weight,  
13 ultimate consignee or end-user, and shipment value. 15 C.F.R. § 30.6. Once the EEI pertaining to an  
14 individual export shipment was processed by AES and accepted, an Internal Transaction Number  
15 (“ITN”) was generated.

16 COUNTS ONE THROUGH FIFTEEN: (18 U.S.C. §§ 554(a) and 2 – Smuggling of Goods)

17 11. The allegations contained in Paragraphs 1 through 10 are re-alleged and incorporated as  
18 if fully set forth herein.

19 12. On or about the dates listed as to each count below, in the Northern District of California  
20 and elsewhere, the defendants,

21 PAVEL SEMENOVICH FLIDER and  
22 TRIDENT INTERNATIONAL CORPORATION, LLC,

23 and others, did knowingly export and send, and attempt to export and send from the United States,  
24 merchandise, articles, and objects in shipments with the ITNs listed below, contrary to the laws and  
25 regulations of the United States, specifically, by knowingly submitting false and misleading export  
26 information, and willfully causing another to file false and misleading export information, in an SED  
27 and through the AES, in violation of Title 13, United States Code, Section 305(a)(1).

28 ///



COUNT	EXPORT DATE	LISTED ITEMS	ULTIMATE CONSIGNEE	ITN NO.
ONE	December 17, 2011	Power Supplies	FREIGHT FORWARDER 1	X20111216076025
TWO	January 20, 2012	Power Supplies	FREIGHT FORWARDER 2	X20120119065651
THREE	February 4, 2012	Power Supplies	FREIGHT FORWARDER 1	X20120203068987
FOUR	March 30, 2012	Power Supplies	FREIGHT FORWARDER 2	X20120328075754
FIVE	April 8, 2012	Power Supplies	FREIGHT FORWARDER 2	X20120406025211
SIX	October 21, 2012	Power Supplies	FREIGHT FORWARDER 2	X20121019070539
SEVEN	November 10, 2012	Power Supplies	FREIGHT FORWARDER 1	X20121109064638
EIGHT	December 4, 2012	Power Supplies	FREIGHT FORWARDER 1	X20121204026096
NINE	February 16, 2013	Power Supplies	FREIGHT FORWARDER 1	X20130215075346
TEN	March 16, 2013	Power Supplies	FREIGHT FORWARDER 2	X20130314069775
ELEVEN	April 6, 2013	Power Supplies	FREIGHT FORWARDER 1	X20130405080352
TWELVE	April 6, 2013	Power Supplies	FREIGHT FORWARDER 2	X20130405081365
THIRTEEN	June 28, 2013	Electric Plugs, et al.	FREIGHT FORWARDER 3	X20130625069271
FOURTEEN	July 14, 2013	Power Supplies, et al.	FREIGHT FORWARDER 3	X20130712076362
FIFTEEN	July 21, 2013	Power Supplies, et al.	FREIGHT FORWARDER 3	X20130719077891

Each in violation of Title 18, United States Code, Section 554.

COUNT SIXTEEN: (18 U.S.C. § 1956(h) – Conspiracy to Commit International Money Laundering)

13. The allegations contained in Paragraphs 1 through 10 are re-alleged and incorporated as if fully set forth herein.

14. Beginning as early as in or about January 2009, the exact date being unknown to the Grand Jury, and continuing at least until in or about August 2014, in the Northern District of California and elsewhere, the defendant,

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PAVEL SEMENOVICH FLIDER,

did knowingly combine, conspire, and agree with other persons known and unknown to the Grand Jury to commit offenses against the United States in violation of Title 18, United States Code, Section 1956, specifically, to transport, transmit, and transfer, and attempt to transport, transmit, and transfer, monetary instruments and funds, to a place in the United States from a place outside the United States, with the intent to promote the carrying on of specified unlawful activity, to wit, illegally smuggling goods from the United States by falsifying information on SEDs in violation of Title 18, United States Code, Section 554 and Title 13, United States Code, Section 305; all in violation of Title 18, United States Code, Section 1956(a)(2)(A) and (h).

COUNTS SEVENTEEN THROUGH TWENTY-SIX: (18 U.S.C. § 1956(a)(2)(A) – Money Laundering)

15. The allegations contained in Paragraphs 1 through 10 are re-alleged and incorporated as if fully set forth herein.

16. On or about the dates listed as to each count below, in the Northern District of California and elsewhere, the defendants,

PAVEL SEMENOVICH FLIDER and  
TRIDENT INTERNATIONAL CORPORATION, LLC

did willfully and knowingly transport, transmit, and transfer, and attempt to transport, transmit, and transfer, a monetary instrument and funds, as described more fully below for each count, to a place in the United States from a place outside the United States, with the intent to promote the carrying on of specified unlawful activity, to wit, illegally smuggling goods from the United States, by falsifying information on SEDs and through the AES in violation of Title 18, United States Code, Section 554 and Title 13, United States Code, Section 305, in violation of Title 18, United States Code, Section 1956(a)(2)(A).

COUNT	DATE	MONETARY TRANSACTION
SEVENTEEN	October 12, 2011	Transfer from PPF Bank SA, Czech Republic, to Wells Fargo Bank account ending -0108 in the amount of \$197,497.00.
EIGHTEEN	April 19, 2012	Transfer from Marfin Bank Eesti, Estonia, to Wells Fargo Bank account ending -0108 in the amount of \$246,260.00.
NINETEEN	November 27, 2012	Transfer from Norvik Bank, Latvia, to Wells Fargo Bank account ending -3297 in the amount of \$249,800.00.

1	TWENTY	March 28, 2013	Transfer from Baltikums Bank, Latvia, to Wells Fargo Bank account ending -3297 in the amount of \$266,380.00.
2	TWENTY-ONE	June 20, 2013	Transfer from Eurobank, Cyprus, to Wells Fargo Bank account ending -0108 in the amount of \$248,649.00.
3	TWENTY-TWO	June 23, 2013	Transfer from Trasta Komercnak, Latvia, to Wells Fargo Bank account ending -3297 in the amount of \$306,130.00.
4	TWENTY-THREE	December 10, 2013	Transfer from ABLV, Latvia, to Wells Fargo Bank account ending -0108 in the amount of \$249,125.60.
5	TWENTY-FOUR	March 31, 2014	Transfer from Hellenic Bank, Cyprus, to Wells Fargo Bank account ending -0108 in the amount of \$248,827.50.
6	TWENTY FIVE	April 25, 2014	Transfer from HSBC Bank, Hong Kong, to Wells Fargo Bank account ending -3297 in the amount of \$171,337.50.
7	TWENTY-SIX	August 8, 2014	Transfer from ABLV Bank, Latvia, to Wells Fargo Bank account ending -3297 in the amount of \$270,310.00.

8  
9 Each in violation of Title 18, United States Code, Section 1956(a)(2)(A).

10 **FORFEITURE ALLEGATION:** (13 U.S.C § 305(a)(3) – Failure to File Export Information  
11 Forfeiture; 18 U.S.C. § 981(a)(1)(C) – Smuggling Forfeiture; 18 U.S.C. § 982(a)(1) – Money  
12 Laundering Forfeiture; and 28 U.S.C. § 2461(c))

13 17. Upon conviction of one or more of the offenses alleged in Counts One through Fifteen of  
14 the Indictment, the defendants,

15 PAVEL SEMENOVICH FLIDER and  
16 TRIDENT INTERNATIONAL CORPORATION, LLC,

17 shall forfeit to the United States any specific property, including but not limited to a money judgment  
18 equivalent to the following, pursuant to 13 U.S.C. § 305(a)(3) and 18 U.S.C. § 981(a)(1)(C):

19 a. Any interest in, security of, claim against, or property or contractual rights of any kind in  
20 the goods or tangible items that were the subject of the violation;

21 b. Any interest in, security of, claim against, or property or contractual rights of any kind in  
22 tangible property that was used in the export or attempt to export that was the subject of the violation;

23 and

24 c. Any property constituting, or derived from, any proceed obtained directly or indirectly as  
25 a result of the violation; and

26 d. Any property, real or personal, which constitutes or is derived from proceeds traceable to  
27 the violation.

28 18. Upon conviction of the offense alleged in Count Sixteen of the Indictment, the defendant,

PAVEL SEMENOVICH FLIDER,

1 shall forfeit to the United States, pursuant to 18 U.S.C § 982(a)(1), any property, real or personal,  
2 involved in any such offense, or any property traceable to such property, including but not limited to the  
3 following: a money judgment equivalent to the amount of property involved in the violation of 18 U.S.C  
4 § 1956(h).

5 19. Upon conviction of one or more of the offenses alleged in Count Seventeen through  
6 Twenty-Six of the Indictment, the defendants,

7 PAVEL SEMENOVICH FLIDER and  
8 TRIDENT INTERNATIONAL CORPORATION, LLC,

9 shall forfeit to the United States, pursuant to 18 U.S.C § 982(a)(1), any property, real or personal,  
10 involved in any such offense, or any property traceable to such property, including but not limited to the  
11 following: a money judgment equivalent to the amount of property involved in the violation of 18 U.S.C  
12 § 1956(h).

13 20. If any of the property described above, as a result of any act or omission of the  
14 defendants:

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

20 the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. §  
21 853(p), incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

22 ///

23 ///

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27 ///

28 ///

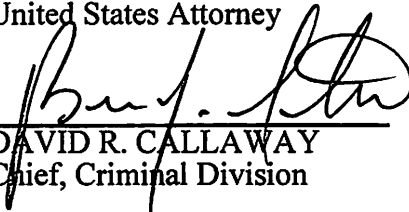
1 All pursuant to 13 U.S.C § 305(a)(3), 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982(b)(1), and 28  
2 U.S.C. § 2461(c).

3 DATED: 3/5/2015

A TRUE BILL.

4  
5   
6 FOREPERSON

7 MELINDA HAAG  
8 United States Attorney

9   
10 DAVID R. CALLAWAY  
11 Chief, Criminal Division

12 (Approved as to form:   
13 PHILIP J. KEARNEY  
14 Assistant United States Attorney

# EXHIBIT B



1 MELINDA HAAG (CABN 132612)  
United States Attorney

2 DAVID R. CALLAWAY (CABN 121782)  
Chief, Criminal Division

3 PHILIP J. KEARNEY (CABN 114978)  
4 Assistant United States Attorney

5 450 Golden Gate Avenue, Box 36055  
6 San Francisco, California 94102-3495  
7 Telephone: (415) 436-7023  
8 FAX: (415) 436-7234  
9 Philip.kearney@usdoj.gov

10 Attorneys for the United States of America

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

14 UNITED STATES OF AMERICA,  
15 Plaintiff,

16 v.

17 PAVEL SEMENOVICH FLIDER and  
18 TRIDENT INTERNATIONAL  
19 CORPORATION, LLC,

20 Defendants.

) No. CR 15-0154 VC

) DECLARATION OF DAVID C. KOBLITZ IN  
) SUPPORT OF GOVERNMENT'S  
) SUPPLEMENTAL MOTION TO DENY BAIL

) SAN FRANCISCO VENUE

21  
22  
23 I, David C. Koblitz, hereby declare:

24 1. I am employed as a Special Agent ("SA") with the Federal Bureau of Investigation  
25 ("FBI"), and have been for approximately nineteen years. I currently am assigned to a  
26 counterintelligence squad within the San Francisco Division of the FBI. I am a qualified Russian-  
27 speaker and have been assigned to counterintelligence assignments for approximately eighteen years.  
28

1 The FBI has certified me as counterintelligence proficient. I am a law enforcement officer of the United  
2 States within the meaning of 18 U.S.C. § 2510(7) and am authorized by law to conduct investigations  
3 and make arrests for felony offenses. I am the lead FBI SA involved in the investigation of defendants  
4 Trident International Corporation, LLC (“TRIDENT”), and Pavel Semenovich Flider (“FLIDER”).

5 2. This affidavit is made in support of the government’s supplemental motion<sup>1</sup> to deny bail  
6 to the defendant as a flight risk, under 18 U.S.C. § 3142(f)(2).

7 3. On March 18, 2015, federal search warrants were served at the San Francisco,  
8 California, office of TRIDENT, and the San Rafael, California, home of FLIDER. Seized from both  
9 locations were a number of electronic devices including a Sony Vaio PCV-A1111L desktop computer  
10 (“Desktop”) from FLIDER’s residence. I have conducted a preliminary review of this Desktop and  
11 found extensive evidence that FLIDER and TRIDENT were exporting from the United States a large  
12 number of electronic components to Russian companies, including companies associated with the  
13 Russian military-industrial complex as detailed further below.

14 4. Based on my knowledge of the underlying investigation, I am aware that on at least two  
15 occasions FLIDER was interviewed by SAs of the Department of Commerce and denied exporting to  
16 entities inside the Russian Federation, statements which, based on the evidence, appear to be  
17 demonstrably false. I consequently believe FLIDER is a poor candidate to truthfully abide by any  
18 conditions of release placed on him by the Court.

19  
20  
21 **Evidence of Russian End Users**

22 5. During my search of FLIDER’s Desktop, I found a directory which contained  
23 approximately 178 computer files, most listing dozens and in some cases hundreds of transactions for  
24 apparent exports by FLIDER and/or TRIDENT to believed Russian end-users. (See one such computer  
25 file attached as Exhibit 1). These invoice files list dates generally between 2011 and 2014. Each  
26

27 \_\_\_\_\_  
28 <sup>1</sup> I am informed and therefore believe that the government’s initial motion to deny bail was made orally in Magistrate Court.



1 invoice listed an apparent recipient company name, the item numbers of parts being exported, their unit  
2 price, the quantity contained in the order, and the total value of the order. In light of FLIDER's export  
3 activities, the prices and values are believed to be in U.S. Dollars. Based on my initial review of these  
4 178 invoices, I believe there to be several dozen recipients in Russia of exports made by FLIDER and/or  
5 TRIDENT, including those listed specifically below.

6 **RSK-MiG**

7  
8 6. FLIDER's desktop contained an invoice file ("invoice 08-12 Lev.xls") indicating that on  
9 February 13, 2012<sup>2</sup>, ten units of part number "FPCI-2048MB California PC" were sold for \$149.50  
10 each. The apparent customer for this sale was identified in Russian as RSK-MiG. This is the Russian  
11 abbreviation for the Russian Aircraft Construction Corporation MiG ("MiG"); with an identified website  
12 of [www.migavia.ru](http://www.migavia.ru). According to MiG's website, it is an "entity of military and technical cooperation,"  
13 and MiG is "an official prime contractor of the Ministry of Defense of the Russian Federation. MiG's  
14 website describes its aircraft as the basis of "fighter aviation of the Armed Forces of Russia." The web  
15 page included information noting that the license MiG obtained from the Russian government to  
16 develop, produce, and support military aviation included civilian aviation as well. Based on technical  
17 information supplied by a U.S. government avionics expert, I believe that the FPCI-2048MB California  
18 PC is a type of card commonly called a data transfer device ("DTD"). According to this expert, DTDs  
19 have applications in fighter aircraft and are currently in use in some United States fighter aircraft to  
20 transmit mission information (e.g., target, navigation waypoints, maps, and radio frequencies) from the  
21 mission planning system to the aircraft. I am informed and therefore believe that once a particular  
22 fighter aircraft sortie is complete, the DTD card is used to take information back to the mission planning  
23 system and can be used for mission debriefs and after-action reports.

24  
25  
26  
27 <sup>2</sup>While it is unclear to which point in the transaction the date specifically refers (e.g., purchase,  
28 re-sale, export), your affiant is adopting this date as the date of re-sale (sale) based on the listed  
identifications of the apparent Russian end-users.

1                   **FGUP Voronezhskiy NIIS**

2           7.       FLIDER's desktop contained an invoice file ("invoice 20-11 Lev.xls") indicating that on  
3 August 1, 2011, 18 units of part number "AD9245BCPZ-80" were sold for \$55.65 each. The apparent  
4 customer for this sale was identified in Russian as *FGUP Voronezhskiy NIIS*. My investigation revealed  
5 that in approximately 2005, *FGUP Voronezhskiy NIIS* was reorganized into Joint Stock Company  
6 Concern Sozvezdie ("Sozvezdie"). Based on my knowledge of Russian, I know that FGUP is the  
7 Russian abbreviation for a federal state unitary enterprise, which is a legal structure for a state owned  
8 enterprise; and that the Russian abbreviation for Scientific Research Institute for Communications is  
9 NIIS. According to its "About the Company" web page, Sozvezdie itself was created by decree number  
10 993, dated July 29, 2004, of the President of the Russian Federation. Sozvezdie's stated goal according  
11 to its website was to safeguard and develop the scientific-production potential of enterprises in the  
12 electronics industry, as well as to focus resources on the creation of the Russian Armed Forces Unified  
13 System for Control of Forces and Arms at the Tactical Level. The United States Department of  
14 Treasury, in stated response to Russia's attempts to destabilize eastern Ukraine, added Sozvezdie, to its  
15 sanctions list in July 2014, for its role as a Russian defense technology entity. Analog Devices'  
16 datasheet for the AD9245 analog to digital converter explicitly describes uses for this part in, among  
17 other things, power-sensitive military applications.

18                   **FGUP GRPZ**

19           8.       FLIDER's desktop contained an invoice file ("invoice 17-12a Lev.xls") indicating that on  
20 July 10, 2012, 16 units of part number "ADS5474IPFP" were sold for \$269.50 each. The apparent  
21 customer for this sale was identified in Russian as FGUP GRPZ ("GRPZ"). Open source research  
22 revealed that GRPZ is the State Ryazan Instrument Factory with website [www.grpz.ru](http://www.grpz.ru). According to its  
23 own website, GRPZ has a long history of producing aviation-related equipment and parts for the  
24 military, including in the 80s and 90s, for fourth generation military aircraft. In addition to military  
25 equipment, the GRPZ website also described manufacturing civilian equipment, including for  
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1 communications. According to the Texas Instruments datasheet, the ADS5474 is an analog-to-digital  
2 converter with buffered input; specific listed applications for this device included military radar, military  
3 sonar, and electronic warfare equipment, as well as for civilian wireless communications testing.

#### 4 **JSC NPP Radar MMS**

5 9. FLIDER's desktop contained an invoice file ("invoice 07-11 Lev.xls") indicating that on  
6 March 16, 2011, four units of part number "X24-019NSC" were sold for \$138.24 each. The apparent  
7 customer for this sale was identified in Russian as JSC NPP Radar MMS ("Radar MMS"). I conducted  
8 open source research of Radar MMS including on the Company's website [www.radar-mms.com](http://www.radar-mms.com). The  
9 website described Radar MMS, founded in 1950, as working successfully in the defense industry for  
10 more than 60 years, continually increasing the quality and reliability of its products which are in great  
11 demand not only in Russia but abroad as well. The website identified current products being developed  
12 and manufactured including: self-guided, high-accuracy weapons systems; air-based search and sighting  
13 systems; short-range radio location systems; ultra-wide band radio-location systems; and environmental  
14 and medical equipment. The manufacturer of the X24-019NSC, U.S. company Digi International,  
15 describes the part as an embedded RF (radio frequency) module that can wirelessly connect a variety of  
16 devices across many applications including: remote monitoring, building automation/security, industrial  
17 automation, fleet management/asset tracking, and sensor data capture in embedded systems.

#### 20 **ZAO Svetlana-EP**

21 10. FLIDER's desktop contained an invoice file ("invoice 05-12 Lev.xls") indicating that on  
22 February 7, 2012, 500 units of part number "XL1000-BD-000V" were sold for \$19.85 each. The  
23 apparent customer for this sale was identified in Russian as *Svetlana - EP*. Open source research of  
24 *Svetlana - EP* ("Svetlana") revealed it to be a subsidiary of Joint Stock Company Svetlana, the website  
25 for which is [www.svetlanajsc.ru](http://www.svetlanajsc.ru). The website identified Svetlana as having been founded in 1993.  
26 Svetlana describes itself as one of the leading firms in the industry developing and mass producing  
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28

1 microwave equipment and devices for all types of specialized equipment including radio-location  
2 systems. Included among Svetlana's listed partners were: JSC Air Defense Concern Almaz-Antey; JSC  
3 NPP Radar MMS; and the Ministry of Defense of the Russian Federation. In July 2014, the United  
4 States Department of Treasury, in stated response to Russia's continued attempts to destabilize eastern  
5 Ukraine, added JSC Air Defense Concern Almaz-Antey, to its sanctions list, for its role as a Russian  
6 defense technology entity. According to the U.S. electronics company M/A-COM Technology  
7 Solutions, the XL1000-BD-000V is a low noise amplifier.  
8

9 **Zavod Leninets**

10 11. FLIDER's desktop contained an invoice file ("invoice 21-12 Lev.xls") indicating that on  
11 August 16, 2012, one unit of part number "MAPS-010145-001SMB" was sold for \$396.80. The  
12 apparent customer for this sale was identified in Russian as *Leninets*. Based on open source research  
13 and my knowledge of this investigation, I believe *Leninets* to refer to Joint Stock Company Scientific-  
14 Technical Center "Factory Leninets" ("Leninets"); with a corporate website of [www.zavod-leninets.ru](http://www.zavod-leninets.ru).  
15 According to the general information page on the Leninets website, the company develops and produces  
16 high-tech equipment for use in various industries such as radio location, radio navigation, and  
17 modernization of electronics for aircraft and helicopters. A separate page on the website listed 16  
18 licenses and certifications including: five permitting work with military equipment; one authorizing the  
19 use of classified information in its operations; one authorizing measures to protect classified  
20 information; and one authorizing Leninets to provide countermeasures to safeguard classified  
21 information against foreign technical collection. According to the U.S. electronics company MACOM,  
22 the manufacturer of the MAPS-010145, the device is a digital phase shifter with aerospace and defense  
23 applications, as well as civilian communication uses.  
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27 //

1                   **Kurskoe OAO Pribor**

2           12.     FLIDER's desktop contained an invoice file ("invoice 08-11 Lev.xls") indicating that on  
3 March 24, 2011, 50 units of part number "ADM706TAR" were sold for \$2.33 each. The apparent  
4 customer for this sale was identified in Russian as the Kurskoe Joint Stock Company Pribor ("Pribor").  
5 Open source research of Pribor revealed a company website [www.aviaavtomatika.ru](http://www.aviaavtomatika.ru), which indicated  
6 that in June 2014, Pribor adopted the name Joint Stock Company "Aviaavtomatika" ("Aviaavtomatika").  
7 According to the Aviaavtomatika website, it is a subsidiary of Concern "Radio-electronic  
8 Technologies," abbreviated in Russian as KRET. Aviaavtomatika's stated commercial focus is the  
9 creation of modern avionics. Aviaavtomatika also claims to develop and produce, among other things:  
10 weapons control systems, flight information systems, armored tank equipment, and medical technology.  
11 In July 2014, the United States Department of Treasury, in stated response to Russia's continued  
12 attempts to destabilize eastern Ukraine, added Concern "Radio-electronic Technologies" to its sanctions  
13 list for its role as a Russian defense technology entity. According to the U.S. electronics manufacturer  
14 Analog Devices, the ADM706TAR is a voltage monitoring microprocessor supervisory circuit with  
15 applications in microprocessor systems, computers, controllers, intelligent instruments, critical  
16 microprocessor monitoring, battery-operated systems, and portable instruments.  
17  
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19                   **JSC Sarapulskiy Radio Factory**


20           13.     FLIDER's desktop contained an invoice file ("invoice 14-12a Lev.xls") indicating that on  
21 April 9, 2012, two units of part number "V24C12C50BG3" were sold for \$114.40 each. The apparent  
22 customer for this sale was identified in Russian as JSC Sarapulskiy Radio Factory ("Sarapulskiy").  
23 Open source research of the Company's website identified Sarapulskiy as a modern enterprise equipped  
24 with everything necessary to develop and produce communications and other types of equipment. The  
25 Sarapulskiy website described the factory as being one of the leading enterprises in Russia's defense  
26 complex; currently producing manufactured goods for the new generation of military communications  
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28

1 equipment for wheeled and tracked military vehicles, and other mobile platforms. The website also  
2 listed links for civilian products. According to U.S. electronics manufacturer Vicor, its  
3 V24C12C50BG3 is a 'DC to DC' converter module with applications in industrial and process control,  
4 distributed power, medical, communications, defense, and aerospace.

5 14. As documented above, some of FLIDER's apparent sales have gone to historically well-  
6 known entities in the Russian military-industrial complex, three of which have been either directly  
7 targeted or indirectly impacted by U.S. sanctions against Russian defense technology entities. Based on  
8 two statements your affiant is aware of that FLIDER made to the Department of Commerce (in August  
9 2013 and March 2015) in which he adamantly denied shipping anything to Russia, your affiant believes  
10 that FLIDER has been affirmatively untruthful with representatives of the U.S. government. As such,  
11 your affiant believes that any promises made by FLIDER to the Court as a basis for his release should be  
12 viewed with extreme caution; his apparent fundamental lack of honesty indicate a substantial increase in  
13 the risk of FLIDER's flight from the United States if he is released from custody.  
14

15 I declare under the penalty of perjury that the foregoing is true and correct to the best of my  
16 knowledge and belief.  
17

18  
19 Executed on this 18th day of May, 2015, in San Francisco, California.  
20

21  
22   
23 \_\_\_\_\_  
24 Special Agent David C. Koblitz  
25 Federal Bureau of Investigation  
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27  
28

# EXHIBIT 1

22-Nov-11	АНО "АКНИИПО"	VJ0805A2R2CXAAAT2L	3000	0.54
26-Dec-11	ЗАО "Гранит - ВТ"	CX3 SM2-14.318M-BI	100	12.98
2-Mar-12	ЗАО "Гранит - ВТ"	M20-9990246	1	1.20
13-Mar-12	ЗАО "Транзас"	FC-135 32.7680KA-A3	16	2.26
13-Mar-12	ЗАО "Транзас"	M80-8980305	283	2.24
13-Mar-12	ЗАО "Транзас"	SMCJ85A-13-F	300	0.31
13-Mar-12	ЗАО "Транзас"	7-215083-6	250	0.66
13-Mar-12	ЗАО "Транзас"	29F0418-1SR-10	900	0.92
15-Mar-12	ЗАО "Транзас"	51CAD-E24-A15L	94	4.82
19-Mar-12	ЗАО "Транзас"	ERJ6ENF4751V	5000	0.02
26-Mar-12	ЗАО "Транзас"	MT48LC16M16A2P-6A IT:G	10	6.68
13-Mar-12	ЗАО "Транзас"	M80-8980305	117	2.24
13-Mar-12	ЗАО "Транзас"	LM5101ASD/NOPB	150	2.26
16-Mar-12	ЗАО "Транзас"	20-313137	2	18.36
13-Mar-12	ЗАО "Транзас"	SPC00463A002 25M	4	59.88
24-Feb-12	Курское ОАО "ПРИБОР"	XC2VP4-5FG456I	14	189.70
20-Mar-12	Курское ОАО "ПРИБОР"	M85049/3859N	2	21.90
7-Nov-11	ОАО "Ижевский радиозавод"	IB3134M25 один D/C	15	356.80
14-Mar-12	ОАО "Ижевский радиозавод"	TPS3103K33DBVT	49	2.48
27-Oct-11	ОАО "Ижевский радиозавод"	SW-236-PIN	40	581.45
14-Mar-12	ОАО "Ижевский радиозавод"	PIC17C44-25I/P	41	13.58
17-Feb-12	ОАО "Ижевский радиозавод"	1022-01 <a href="http://www.eurotech.com/DLA/AN/Td003">http://www.eurotech.com/DLA/AN/Td003</a>	5	102.80
26-Mar-12	ОАО "Ижевский радиозавод"	TPSD476K016R0080	68	2.14
26-Mar-12	ОАО "Ижевский радиозавод"	TPS8226K016R0600	136	0.28
26-Mar-12	ОАО "Ижевский радиозавод"	TPSB476K010R0250	136	0.76
26-Mar-12	ОАО "Ижевский радиозавод"	TPSE477K010R0045	68	2.66
26-Mar-12	ОАО "Ижевский радиозавод"	TPSB156K016R0800	244	0.28
26-Mar-12	ОАО "Ижевский радиозавод"	TPSC476M010R0350	80	0.44
27-Mar-12	ОАО "Ижевский радиозавод"	ADG419BR свинец	50	2.68
28-Mar-12	ОАО "Ижевский радиозавод"	50394-8051	300	0.08
30-Mar-12	ОАО "Ижевский радиозавод"	796690-2	103	0.82
30-Mar-12	ОАО "Ижевский радиозавод"	796690-3	14	2.16
14-Mar-12	ОАО "Ижевский радиозавод"	RF2132	50	6.80
14-Mar-12	ОАО "Ижевский радиозавод"	HFA3766IN	100	50.70



26-Mar-12	ОАО "Ижевский радиозавод"	C1206C105K3RACTU	320	0.11
26-Mar-12	ОАО "Ижевский радиозавод"	C1206C475K3RACTU	120	0.28
26-Mar-12	ОАО "Ижевский радиозавод"	MC78M05ABDTG	80	0.39
29-Mar-12	ОАО "Ижевский радиозавод"	PESD12VL2BT,215	100	0.24
26-Mar-12	ОАО "Ижевский радиозавод"	VSSR1603220JUF	134	2.12
27-Mar-12	ОАО "Ижевский радиозавод"	SQP500JB-1K0	200	0.25
27-Mar-12	ОАО "Ижевский радиозавод"	SQP500JB-100R	50	0.68
14-Mar-12	ОАО "Ижевский радиозавод"	TPS3103K33DBVT	41	0.00
2-Mar-12	ОАО "Ижевский радиозавод"	A3PE600-1PQ208I	4	118.80
30-Mar-12	ОАО "Ижевский радиозавод"	TGF2023-01 ждем один D/C	37	38.85
21-Mar-12	ОАО "Концерн "Океанприбор"	3224W-1-103E/ <b>BKN</b>	2	4.28
21-Mar-12	ОАО "Концерн "Океанприбор"	AS7C256A-15JIN	9	2.66
15-Mar-12	ОАО "Концерн "Океанприбор"	L-6FS with MCDLS-F with 2.4 m <a href="http://www.seabird.com">http://www.seabird.com</a>	2	229.50
5-Mar-12	ОАО "НПК Элара"	VP00RS-25-8BC(523) + 21-33835-1 = 10-628485-337	1	1135.80
5-Mar-12	ОАО "НПК Элара"	025-0749-001	70	4.20
5-Mar-12	ОАО "НПК Элара"	031-1113-008	22100	0.92
5-Mar-12	ОАО "НПК Элара"	030-1975-008	5350	0.51
5-Mar-12	ОАО "НПК Элара"	DPX2ME-A106S-A106S-34B-0001	66	218.50
5-Mar-12	ОАО "НПК Элара"	DPX2MEA106PA106P-33B-0401	5	232.50
5-Mar-12	ОАО "НПК Элара"	DPX2ME-A106S-A106S-34B-2601	25	218.50
6-Mar-12	ОАО "НПК Элара"	DPX2MEA106PA106P-33B-0401	5	232.50
5-Mar-12	ОАО "НПК Элара"	AS4SD4M16DG-10/XT	120	92.64
5-Mar-12	ОАО "НПК Элара"	AS5C512K8ECJ20/883C	160	132.33
27-Mar-12	ОАО "НПК Элара"	BJ3450P	4	56.40
27-Mar-12	ОАО "НПК Элара"	BJ3450S	2	56.40
27-Mar-12	ОАО "НПК Элара"	MT5C1008C-55/883	2	88.40
13-Jan-12	ОАО "НПК Элара" -А	XQ4005E-4PG156M	27	429.50
29-Jul-11	ОАО "НПП Радар ММС"	SMLA45-1	43	610.00
13-Mar-12	ОАО "НПП Радар ММС"	ETC1-1-13	120	2.18
12-Mar-12	ОАО "РПКБ"	HI-8445PST	4	18.92
22-Dec-11	ОАО "РПКБ"	HSB-D4-03DM042X	24	0.00
22-Dec-11	ОАО "РПКБ"	NK-1C2-021-125-TH00	60	127.25
27-Feb-12	ОАО "РПКБ"	MT47H128M16RT-25E IT:C	21	55.98
22-Mar-12	ОАО "РПКБ"	TFP410PAP	3	8.50

14-Mar-12			ОАО "РПКБ"	VI-27L-MW	3	478.50
15-Feb-12			ОАО "РПКБ"	YSI44006 10000 OHMS = 017-44006-NA-IC-3-ST	81	15.15
17-Jan-12			ОАО "РПКБ"	VI-JW0-MY	2	322.04
2-Feb-12			ОАО "РПКБ"	VI-JW0-MY	2	322.04
2-Feb-12			ОАО "РПКБ"	VI-JW1-MY	2	309.00
13-Mar-12			ОАО "РПКБ"	XC6SLX9-3FTG256I	13	27.95
15-Mar-12			ОАО "РПКБ"	XC3S200AN-4FTG256I	7	26.50
30-May-11			ОАО "РПКБ"	TVP00RGQF-9-5SB+21-33835-1=10-628485-305B	22	0.00
19-Mar-12			ОАО "РПКБ"	XCFO4SVO20C	4	7.61
19-Mar-12			ОАО "РПКБ"	XC2V1000-5FG456I	4	470.94
22-Mar-12			ОАО "РПКБ"	LM285M-2.5/NOPB	4	0.90
22-Mar-12			ОАО "РПКБ"	XC4VFX20-11FF672I	4	515.00
6-Feb-12			ОАО "РПКБ"	MLDM2L-9TSB	7	102.80
15-Dec-11			ОАО "РПКБ"	VI-JW0-MW	2	481.61
15-Dec-11			ОАО "РПКБ"	VI-JW0-MW	31	481.61
30-May-11			ОАО "РПКБ"	VI-JWY-MW	8	405.95
30-May-11			ОАО "РПКБ"	031-1113-008	95	0.93
2-Mar-12			ОАО "РПКБ"	XC9536XL-7VQ64I	9	3.68
19-Mar-12			ОАО "РПКБ"	DS90CR216MTD/NOPB	3	5.00
15-Dec-11			ОАО "РПКБ"	VI-AWW-MU	2	174.60
15-Dec-11			ОАО "РПКБ"	VI-AWW-MU	31	174.60
31-May-11			ОАО "РПКБ"	VI-AWW-MU	40	174.60
23-Dec-11			ОАО "РПКБ"	VI-AWW-MU	7	174.60
2-Feb-12			ОАО "РПКБ"	VI-AWW-MU	2	174.60
31-May-11			ОАО "РПКБ"	VI-JW1-MW	80	426.32
23-Dec-11			ОАО "РПКБ"	VI-JW1-MW	7	426.32
17-Jan-12			ОАО "РПКБ"	VI-JW1-MW	2	426.32
16-Jan-12			ОАО "РПКБ"	KX-6E-24.0Mhz	33	12.58
16-Jan-12			ОАО "РПКБ"	KX-6E-25.0Mhz	33	12.58
6-Feb-12			ОАО "РПКБ"	KX-6E-25.0Mhz	10	12.58
2-Mar-12			ОАО "РПКБ"	AS4SD4M16DG-10/XT	16	92.64
12-Mar-12			ОАО "РПКБ"	LM3430SD/NOPB	13	3.10
2-Mar-12			ОАО "РПКБ"	MT5C1008C-20IT	2	0.00
26-Mar-12			ОАО "РПКБ"	TVP00RGQF9-5P + 21-33398-31 = 10-628485-326N	10	368.00

26-Mar-12		ОАО "РПКБ"	IDT54FCT162244TEB	4	26.90
15-Feb-12		ОАО "РПКБ"	SM5545TEV-25,0M	250	4.16
19-Mar-12		ОАО "РПКБ"	MAX16011TAA+	10	4.15
2-Mar-12		ОАО "РПКБ"	MT5C1008C-20IT	2	58.50
19-Mar-12		ОАО "РПКБ"	DS90CR215MTD/NOPB	4	5.60
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	T494C107K006AT	40	2.36
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	HX2019NL	3	7.85
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	ADM3202ARU	6	6.95
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	DS18B20U+	9	7.40
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	DS2502P-E48+	3	7.85
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	XC2C64A-7CPG56I	3	7.45
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	XC2C64A-7VQG44I	3	7.15
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	XC3S1400AN-4FGG676I	3	118.20
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	GRM31CR61C226KE15L	30	1.40
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	PTSM 0,5/ 2-2,5-H-SMD	3	2.86
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	CAT16-472J4	10	0.86
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	AT93C66A-10TU-2.7	3	1.55
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	CYDM256B16-55BVXI	6	15.45
23-Mar-12		ОАО "РПКБ" - Инерциальные технологии	5177983-1	3	3.45
29-Mar-12		ОАО "РПКБ" - Инерциальные технологии	NUP4301MR6T1G	9	1.65
15-Mar-12		ОАО "Сарапульский радиозавод"	D1014UK	55	60.45
19-Mar-12		ОАО "Сарапульский радиозавод"	54651 ( <a href="http://www.triquint.com/products/p/85465">http://www.triquint.com/products/p/85465</a> )	32	65.80
19-Mar-12		ОАО "Сарапульский радиозавод"	54660 ( <a href="http://www.triquint.com/products/p/85466">http://www.triquint.com/products/p/85466</a> )	64	46.15
19-Mar-12		ОАО "Сарапульский радиозавод"	008B ( <a href="http://www.triquint.com/products/p/ECC008">http://www.triquint.com/products/p/ECC008</a> )	24	10.92
19-Mar-12		ОАО "Сарапульский радиозавод"	C8051F120-GQ	96	27.86
19-Mar-12		ОАО "Сарапульский радиозавод"	ETC1-1-13TR-TR/BKN	330	1.72
19-Mar-12		ОАО "Сарапульский радиозавод"	R125326000	110	14.31
19-Mar-12		ОАО "Сарапульский радиозавод"	R125680000	98	16.82
19-Mar-12		ОАО "Сарапульский радиозавод"	ABA-54563-BLKG	32	0.79
19-Mar-12		ОАО "Сарапульский радиозавод"	HSMP-3824-BLKG	20	0.69
19-Mar-12		ОАО "Сарапульский радиозавод"	1116515-1	32	14.38
19-Mar-12		ОАО "Сарапульский радиозавод"	LM2941S/NOPB	62	1.24
19-Mar-12		ОАО "Сарапульский радиозавод"	SYPS-3-12W+	10	12.45
19-Mar-12		ОАО "Сарапульский радиозавод"	TCD-13-4+	20	1.95

19-Mar-12	ОАО "Сарапульский радиозавод"	TCD-20-4+	60	1.88
19-Mar-12	ОАО "Сарапульский радиозавод"	TCP-2-25+	60	1.88
19-Mar-12	ОАО "Сарапульский радиозавод"	AD4PS-1+	48	19.14
19-Mar-12	ОАО "Сарапульский радиозавод"	ADP-2-1W+	2	16.15
19-Mar-12	ОАО "Сарапульский радиозавод"	ADT1-1WT+	2	19.80
19-Mar-12	ОАО "Сарапульский радиозавод"	ADT2-1T-1P+	4	19.80
19-Mar-12	ОАО "Сарапульский радиозавод"	SYD-20-33+	48	21.70
19-Mar-12	ОАО "Сарапульский радиозавод"	W104100LAF	8	4.15
28-Mar-12	ОАО "Сарапульский радиозавод"	AT91SAM9XE512-QU	2	18.76
27-Mar-12	ОАО "Сарапульский радиозавод"	30BQ060PBF	6	0.75
27-Mar-12	ОАО "Сарапульский радиозавод"	SPK10-0.006-00-54	8	1.12
28-Mar-12	ОАО "Сарапульский радиозавод"	8.08.00 J-LINK	1	413.40
19-Mar-12	ОАО "Сарапульский радиозавод"	ABA-53563-BLKG	8	1.48
27-Mar-12	ОАО "Сарапульский радиозавод"	MC74HC4046ADG	30	0.86
27-Mar-12	ОАО "Сарапульский радиозавод"	MF-R900	2	1.88
27-Mar-12	ОАО "Сарапульский радиозавод"	TIP147G	2	2.20
28-Feb-12	ОАО "Утес"	SBSMP2000154MXT ( Syfer)=SBSGP5000222MXB	100	0.00
13-Mar-12	ОКБ "АВИААВТОМАТИКА"	ESQT-130-02-G-Q-368-JST	1	29.34
13-Feb-12	РСК-МИГ	FPCI-2048MB California PC	10	149.50
20-Mar-12	ФГУП "ГРПЗ"	TPS3305-18DGN	7	2.95
20-Mar-12	ФГУП "ГРПЗ"	TPS3306-15DGK	4	4.90
21-Mar-12	ФГУП "ГРПЗ"	SN74CBTLV3125PWR/BKN	11	1.25
20-Mar-12	ФГУП "ГРПЗ"	TLK1201IRCP	41	12.00
4-Apr-12	ОАО "РПКБ"	p/n 30247 (p/n 05146)	7	1.84
29-Mar-12	ОАО "РПКБ"	014034-2005	20	219.00
15-Mar-12	ОАО "РПКБ"	XC3S200AN-4FTG256I	7	26.50
10-Feb-12	ФГУП "ГРПЗ"	AT17LV010A-10JU	34	16.25
22-Dec-11	ОАО "РПКБ"	HSB-M4-03DM222X	24	72.80
		9 boxes		Total













1620.00			
1298.00			
1.20			
36.16			
633.92			
93.00			
165.00			
828.00			
453.08			
75.00			
66.80			
262.08			
339.00			
36.72			
239.52			
2655.80			
43.80			
5352.00			
121.52			
23258.00			
556.78			
514.00			
145.52	Shipped	70pcs	
38.08	Shipped	140pcs	
103.36	Shipped	140pcs	
180.88	Shipped	70pcs	
68.32	Shipped	245pcs	
35.20	Shipped	82pcs	
134.00			
24.00			
84.46			
30.24			
340.00			
5070.00			

35.20			
33.60			
31.20			
24.00			
284.08			
50.00			
34.00			
0.00			
475.20			
1437.45			
8.56			
23.94			
459.00			
1135.80			
294.00			
20332.00	Shipped	22150 pcs	
2728.50	Shipped	5370pcs	
14421.00			
1162.50			
5462.50			
1162.50			
11116.80			
21172.80			
225.60			
112.80			
176.80			
11596.50			
26230.00			
261.60			
75.68			
0.00			
7635.00			
1175.58			
25.50			

1435.50			
1227.15			
644.08			
644.08			
618.00			
363.35			
185.50			
0.00			
30.44			
1883.76			
3.60			
2060.00			
719.60			
963.22			
14929.91			
3247.60			
88.35			
33.12			
15.00	Shipped	3 pcs	
349.20	Shipped	7 pcs	
5412.60			
6984.00			
1222.20			
349.20			
34105.60			
2984.24			
852.64			
415.14			
415.14			
125.80			
1482.24			
40.30			
0.00			
3680.00			

107.60			
1040.00			
41.50			
117.00			
22.40			
94.40			
23.55			
41.70			
66.60			
23.55			
22.35			
21.45			
354.60			
42.00			
8.58			
8.60			
4.65			
92.70			
10.35			
14.85			
3324.75			
2105.60			
2953.60			
262.08	Shipped	25 pcs	
2674.56			
567.60			
1574.10			
1648.36			
25.28			
13.80			
460.16			
76.88			
124.50			
39.00			

112.80			
112.80			
918.72			
32.30			
39.60			
79.20			
1041.60			
33.20			
37.52			
4.50			
8.96			
413.40			
11.84			
25.80			
3.76			
4.40			
0.00			
29.34			
1495.00			
20.65			
19.60			
13.75			
492.00			
12.88		склад Trident на Моховой	
4380.00		склад Trident на Моховой	
185.50		shipped in # 8	
552.50			
1747.20			
291651.21			

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United States Attorney

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9 Attorneys for the United States of America

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

14 UNITED STATES OF AMERICA,	)	No. CR 15-0154 VC
15 Plaintiff,	)	
16 v.	)	DECLARATION OF RICHARD J. FITZPATRICK
	)	IN SUPPORT OF GOVERNMENT’S MOTION TO
	)	DENY BAIL
18 PAVEL SEMENOVICH FLIDER and	)	
19 TRIDENT INTERNATIONAL	)	SAN FRANCISCO VENUE
CORPORATION, LLC,	)	
20 Defendants.	)	
	)	
	)	

23 I, Richard J. Fitzpatrick III, hereby declare:

24 1. I am employed as a Special Agent (“SA”) with the United States Department of  
25 Commerce (“DOC”), Bureau of Industry and Security, Office of Export Enforcement, and have been  
26 since September 2012. I am currently assigned to the field office in San Jose, California. I am a law  
27 enforcement officer of the United States within the meaning of 18 U.S.C. § 2510(7) and am authorized  
28

1 by law to conduct investigations and make arrests for felony offenses. Prior to my current assignment, I  
2 was employed as a SA with the U.S. Department of Homeland Security Investigations and the Naval  
3 Criminal Investigative Service, where I investigated numerous violations relating to counterintelligence,  
4 counterterrorism, and U.S. export violations. I am the lead DOC SA involved in the investigation of  
5 defendants Trident International Corporation, LLC (“TRIDENT”), and Pavel Semenovich Flider  
6 (“FLIDER”).  
7

8 2. This affidavit is made in support of the government’s motion to deny bail to the  
9 defendant as a flight risk, under 18 U.S.C. § 3142(f)(2).

10 3. On March 18, 2015, federal search warrants were served at the San Francisco,  
11 California, office of TRIDENT and the San Rafael, California, home of FLIDER. The TRIDENT  
12 Search Warrant is attached hereto as Exhibit A and incorporated as if fully set forth herein. I am  
13 informed that approximately ten terabytes of data and thousands of documents were retrieved  
14 collectively pursuant to those searches. The preliminary review of this material has provided new  
15 evidence of foreign assets, companies, and real estate apparently held by FLIDER and described in  
16 further detail below. Based on my presence at the initial proceedings conducted in open court in which  
17 FLIDER’s assets were discussed and based on my discussions with government counsel, I believe that  
18 FLIDER did not disclose the existence of these foreign assets to the Pre-Trial Services Agency during  
19 his initial interview. I believe that the existence of these foreign assets, as well as their apparent willful  
20 concealment from the Court, disclose a significant risk of flight by the defendant. I further believe that a  
21 substantial portion of the approximately \$69,653,430.67 of proceeds from the illegal export scheme  
22 detailed in Exhibit A remain unaccounted for, and further contribute to FLIDER’s ability to flee if  
23 released from custody. See Exh. A ¶¶ 88-90.  
24

25 //

26 //

27 //  
28



1 **Evidence of Foreign Bank Accounts**

2 **Promsvyazbank, Russia**

3 4. Documents recovered from FLIDER’s residence show that on July 31, 2014, FLIDER  
4 transferred 500,000 rubles from his account at the OJSC Promsvyazbank in Moscow, Russia, to the  
5 corporate account of a Russian limited liability company named Fabrika Sveta held at the Sberbank  
6 Rossii OJSC (“Sberbank”). (Document and translation of this transaction attached as Exhibit B). I am  
7 informed by Russian-speaking federal law enforcement officers that “Fabrika Sveta” means ‘factory of  
8 light’ and that Sberbank refers to the Savings Bank of Russia, one of Russia’s largest banking  
9 institutions and currently the subject of sanctions imposed by the U.S. Department of Treasury. I  
10 believe based on this transaction that FLIDER has an active bank account with Promsvyazbank in  
11 Russia.  
12

13 **MKB Bank, Hungary**

14 5. A “Financial Services Agreement” seized from FLIDER’s residence revealed the existence  
15 of another account linked to FLIDER with the MKB Bank ZRT (“MKB”) in Budapest, Hungary. This  
16 agreement is attached as Exhibit C. This document demonstrates that in 2008 FLIDER opened an MKB  
17 account in the name of “Santora International Ltd” (“Santora”), a company apparently formed by  
18 FLIDER in the Republic of Seychelles as discussed further below. MKB account documents appear to  
19 be signed by FLIDER in 2011 and list both his correct date of birth and a Russian passport number. See  
20 Exh. C at 8. In an account “Declaration” signed by FLIDER on April 26, 2011, FLIDER lists his  
21 address as “g. Pushkin ul. Shkolnaya, d. 39/33, kv. 177.” I am informed by Russian-speaking federal  
22 law enforcement officers that this address refers to a residence on Shkolnaya Street in the City of  
23 Pushkin, which is a suburb of St. Petersburg Russia, and is discussed further below.  
24  
25

26 **SBERBANK, Russia**

27 6. Pages from a spiral bound note pad recovered from FLIDER’s home office during the  
28 service of a search warrant by your affiant on March 18, 2015, contained hand written notes in Russian

1 and English. They are attached as Exhibit D. One page of the note pad contained the name “Saving  
2 Bank of Russian Federation, Moscow Bank Corr (correspondent) Account 890-0053-982 Bank of New  
3 York USA.” Exh D at 1. This Sberbank account number is different than the recipient account of the  
4 ruble transfer from FLIDER’s Promsvyazbank account discussed above. As such, I believe this account  
5 number appears to be evidence of yet another foreign bank account FLIDER either owns or actively  
6 does business with in Russia.  
7

### 8 **Evidence of Foreign Corporations**

#### 9 **Santora International**

10 7. As noted above, FLIDER apparently created a company in the Republic of Seychelles  
11 named “Santora International Ltd” (“Santora”). Two official registration certificates dated December 2,  
12 2008, with identical incorporation numbers were recovered from FLIDER’s home office pursuant to the  
13 search warrant service noted above. These are attached collectively as Exhibit E. The documents reveal  
14 Santora’s corporate office to be located at Suite 9, Ansuya Estate, Revolution Avenue, Victoria, Mahe,  
15 Seychelles. The documents state the authorized share capital of the company to be \$100,000 USD; each  
16 bears a Republic of the Seychelles seal (dated August 11, 2014 and September 4, 2014 respectively).  
17 Also seized from FLIDER’s home during the search were communications from the Hungarian  
18 company “Laveco Ltd” (“Laveco”), an offshore company formation agency which bills itself as “The  
19 offshore company maker since 1991.” A one-page letter on Laveco stationary addressed to FLIDER  
20 with what appears to be a 2014 date states in relevant part: “I am glad to send you Certificate of Official  
21 Company Search of the company Santora International Ltd.” Based on these seized documents I believe  
22 that FLIDER has set up and funded an offshore company in the Republic of the Seychelles.  
23  
24

#### 25 **Fabrika Sveta, LLC**

26 8. As noted above, documents recovered from FLIDER’s residence written in Russian and  
27 translated by Russian-speaking U.S. law enforcement personnel appear to show that FLIDER obtained a  
28 loan from a company named “OOO Fabrika Sveta” in 2013. These documents are attached as Exhibit F,

1 with English translations. I am aware that “OOO” is the Russian equivalent of a U.S. Limited Liability  
2 Company. Open source research conducted by your affiant appears to confirm that OOO Fabrika Sveta  
3 is a manufacturing company reported as located variously in Abakan and Stavropol, Russia. Documents  
4 contained in Exhibit F appear to show a “second stage” payment to a “no-interest-loan investment  
5 contract” made by FLIDER to OOO Fabrika Sveta in the amount of 500,000 rubles on June 17, 2014.  
6 Exh F at 6. Based on my training and experience, I believe the existence of this no-interest loan to be  
7 potential evidence that FLIDER either owns an equity stake in OOO Fabrika Sveta or that the company  
8 is conducting work at FLIDER’s request.  
9

#### 10 **Evidence of Foreign Real Estate Holdings**

11 9. In addition to his personal residence in the St. Petersburg suburb of Pushkin noted above,  
12 two documents recovered from FLIDER’s residence and written completely in Russian appear to be  
13 certificates showing FLIDER owns one lot of undeveloped land in Ryazan, Russia, which is  
14 approximately 170 kilometers from Moscow. These documents are attached as Exhibit G. The  
15 documents are dated 2007 and appear to have official stamps from the local municipal government.  
16 They correctly list FLIDER’s date of birth. Your affiant is aware that Ryazan is known to be a high-tech  
17 manufacturing center in Russia and is home to many military-industrial companies. Ryazan is also  
18 home to several Russian Air Force bases.  
19

#### 20 **Foreign Travel**

21 10. I am aware from my investigation in this matter that FLIDER regularly travels abroad,  
22 often to the Russian Federation. I am also aware from my review of Automated Targeting Systems data  
23 maintained by U.S. Customs and Border Protection, that FLIDER, along with his wife and daughter, are  
24 currently booked on Lufthansa flight 455 leaving San Francisco International Airport on June 16, 2015  
25 bound for Frankfurt, Germany, with a follow-on flight (LH 1320), booked to Pulkovo, Russia.  
26

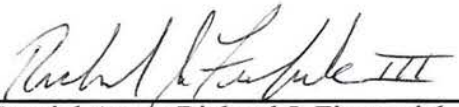
#### 27 **CONCLUSION**

28 Based on the above, your affiant believes there is evidence that FLIDER has substantial assets

1 outside of the United States, including liquid assets, corporate holdings, and real estate. I believe he has  
2 affirmatively concealed these assets from Pre-Trial Services and by extension, the Court. Your affiant  
3 further believes that these holdings—and the potential lifestyle they would afford—disclose a substantial  
4 increase in the risk of FLIDER’s flight from the United States if he is released from custody. His failure  
5 to disclose these assets also reveals a lack of honesty with the Court and a resulting further risk of flight.  
6

7 I declare under the penalty of perjury that the foregoing is true and correct to the best of my  
8 Knowledge.

9 Executed on this 17th day of April, 2015, in San Francisco, California.  
10

11  
12   
13 Special Agent Richard J. Fitzpatrick III  
14 Department of Commerce  
15  
16  
17  
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28

# EXHIBIT A

1 MELINDA HAAG (CABN 132612)  
United States Attorney

2 DAVID R. CALLAWAY (CABN 121782)  
3 Chief, Criminal Division

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9 Attorneys for the United States of America

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

14 UNITED STATES OF AMERICA,	)	No. CR 15-0154 VC
15 Plaintiff,	)	
16 v.	)	SUPPLEMENTAL DECLARATION OF RICHARD
	)	J. FITZPATRICK IN SUPPORT OF
	)	GOVERNMENT’S MOTION TO DENY BAIL
17	)	
18 PAVEL SEMENOVICH FLIDER and	)	
TRIDENT INTERNATIONAL	)	SAN FRANCISCO VENUE
19 CORPORATION, LLC,	)	
20	)	
21 Defendants.	)	

22  
23 I, Richard J. Fitzpatrick III, hereby declare:

24 1. I am employed as a Special Agent (“SA”) with the United States Department of  
25 Commerce (“DOC”), Bureau of Industry and Security, Office of Export Enforcement, and have been  
26 since September 2012. I am currently assigned to the field office in San Jose, California. I am a law  
27 enforcement officer of the United States within the meaning of 18 U.S.C. § 2510(7) and am authorized  
28

1 by law to conduct investigations and make arrests for felony offenses. Prior to my current assignment, I  
2 was employed as a SA with the U.S. Department of Homeland Security Investigations and the Naval  
3 Criminal Investigative Service, where I investigated numerous violations relating to counterintelligence,  
4 counterterrorism, and U.S. export violations. I am the lead DOC SA involved in the investigation of  
5 defendants Trident International Corporation, LLC (“TRIDENT”), and Pavel Semenovich Flider  
6 (“FLIDER”).  
7

8 2. This affidavit is made in support of the government’s motion to deny bail to the  
9 defendant as a flight risk, under 18 U.S.C. § 3142(f)(2).

10 3. The U.S. Department of Commerce (“DOC”), Bureau of Industry and Security (BIS),  
11 Office of Export Enforcement (“OEE”) has investigated the illegal export activities of FLIDER and his  
12 corporation TRIDENT since 2004. During this investigation SA’s with OEE have interviewed FLIDER  
13 on three separate occasions regarding his export business. In all three of these interviews detailed  
14 below, FLIDER provided false statements to investigators about his company’s exports.  
15

16 **Evidence of False Statements**

17 **2004 Interview**

18 4. I am aware that on January 23, 2004 OEE SA’s contacted FLIDER at his residence and  
19 the corporate location for TRIDENT, located at 4773 Surrey Lane, Richmond, California. During this  
20 interview FLIDER claimed that the end-user of the commodities he exported was a company called  
21 “Sparta” located in St. Petersburg, Russia. FLIDER said he was aware of the DOC Export  
22 Administration Regulations (“EAR”) and that all the commodities he exported were classified by the  
23 manufacturers as “EAR99,” meaning no U.S. government license was required for their shipment to  
24 Russia. According to FLIDER, he chose not to purchase commodities requiring an export license to  
25 avoid the “headache.” As your affiant I have reviewed evidence recovered from the March 18, 2015  
26 search of FLIDER’s residence and the TRIDENT office space that directly contradicts FLIDER’s  
27 statement to OEE agents in 2004. Among the evidence recovered are TRIDENT invoices going back as  
28

1 far as 1999 and showing multiple shipments to Russian end-user “VO Mashpriborintorg.” According to  
2 open source reports from the FBI VO Mashpriborintorg is a procurement front company for the Russian  
3 Intelligence and Security Service. Nowhere have I found evidence of TRIDENT exports directly to  
4 “Sparta” as alleged by FLIDER. As your affiant I believe FLIDER fabricated “Sparta” as cover for the  
5 true end-users of the electronic components he exported. I have also found extensive evidence that  
6 FLIDER exported controlled (non-EAR99) electronic components to Russia.  
7

### 8 **2013 Interview**

9 5. On August 5, 2013 your affiant along with another OEE SA interviewed FLIDER at what  
10 was at that time his residence located at his residence in Richmond, California. During this interview  
11 FLIDER told your affiant he has had one and only one customer, Estonia based Adimir, for the past 18  
12 years. FLIDER was adamant that he did not export to any end-users inside the Russian Federation.  
13 When asked about his previous statements regarding Sparta as his customer, he said Adimir used  
14 “Sparta” only as a consultant for various projects. I have reviewed, sometimes with the help of  
15 Russian- speaking federal law enforcement officers, results of search warrants executed on FLIDER’s  
16 email account which directly contradict FLIDER’s statements in 2013. In addition, a Mutual Legal  
17 Assistance Treaty (MLAT) request to the Estonian Customs Service returned thousands of documents,  
18 including interviews with Adimir corporate officers, which directly refute FLIDER’s statements to your  
19 affiant that Adimir was the end-user for TRIDENT exports.  
20  
21

### 22 **2015 Interview**

23 6. On March 18, 2015, federal search warrants were executed at the TRIDENT office space  
24 and FLIDER’s residence. Subsequent to the execution of these search warrants your affiant interviewed  
25 FLIDER at his residence after reading FLIDER his Miranda Rights from the BIS FORM 7008TF  
26 “Office of Export Enforcement Warning and Waiver of Rights” form. FLIDER read his rights and  
27 waived them both verbally and in writing at approximately 11:03 AM (PST). During this interview  
28 FLIDER told your affiant that from 2000 to 2013 he only exported electrical components to Adimir and



1 denied exporting to Russia during that time period. FLIDER was shown copies of TRIDENT invoices  
2 discovered during the execution of the MLAT dated during the 2000 to 2013 time frame which showed  
3 Russian end-users for his exports. In spite of this evidence FLIDER denied to your affiant that he had  
4 exported the items to Russia. I am aware of the information contained in Exhibit B, the affidavit of FBI  
5 SA David C. Koblitz which provides the details of a small sampling of the hundreds if not thousands of  
6 suspected exports of electronic equipment to Russian end-users made during the exact time frame that  
7 FLIDER claimed not to have done so. As such and based on my broader investigation, I believe that  
8 FLIDER's statements to me were untrue. FLIDER did admit during this interview that he undervalued  
9 TRIDENT exports and falsified the end-user information provided to his freight forwarders which were  
10 input into the shippers export declaration (SED) and/or the Electronic Export Information (EEI).  
11

#### 12 **False Statements on SEDs**

13  
14 7. During the course of this investigation I have personally reviewed 156 Shippers Export  
15 Declarations (SEDs) filed by FLIDER for TRIDENT exports between January 2009 and April 2014. All  
16 of these SEDs untruthfully listed freight forwarders in Finland and/or Estonia as the ultimate consignee  
17 for the corresponding TRIDENT shipments. When SAs and local law enforcement visited these sites  
18 they found no electronic or industrial manufacturing facilities. Your affiant believes these falsified  
19 SEDs constitute further evidence that FLIDER is dishonest with U.S. government personnel.  
20

#### 21 **Foreign Travel**

22 8. FLIDER is a Russian émigré and naturalized U.S. citizen who has lived in the U.S. since  
23 1992. FLIDER has maintained he was born in the country of Belarus, formerly of the Union of Soviet  
24 Socialist Republics (USSR); however FLIDER maintains passports only from the U.S. and Russia.  
25 Over the past few years FLIDER has consistently traveled to Russia for extended periods of time.  
26 During these trips FLIDER utilizes both his Russian and U.S. passport interchangeably.  
27

28 //

1 **CONCLUSION**

2 9. Based on the above, your affiant believes there is evidence that FLIDER has continually  
3 provided false statements to your affiant and other federal law enforcement officers during this  
4 investigation. I believe the fact that FLIDER has continued to provide these false statements, even when  
5 confronted with contradictory evidence, reveals a lack of honesty which your affiant believes can and  
6 will translate in to an increased risk of flight if FLIDER is released from custody. The growing body of  
7 evidence collected during this investigation, including as characterized by SA Koblitz as referenced  
8 above, also reveals a nexus between FLIDER and end-users in the Russian military- industrial complex.  
9 It is your affiant's belief that with the support of the Government of Russia FLIDER could flee this  
10 country if released and find safe harbor inside the Russian Federation.  
11

12  
13 I declare under the penalty of perjury that the foregoing is true and correct to the best of my  
14 Knowledge.

15 Executed on this 18th day of May, 2015, in San Francisco, California.  
16

17   
18 Special Agent Richard J. Fitzpatrick III  
19 Department of Commerce  
20  
21  
22  
23  
24  
25  
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28

1 BRIAN J. STRETCH (CABN 163973)  
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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

14 UNITED STATES OF AMERICA,  
15 Plaintiff,

16 v.

17 TRIDENT INTERNATIONAL  
18 CORPORATION, LLC,  
19 Defendant.

) NO. 15-0154 VC

) JOINT SUBMISSION REGARDING RUSSIAN  
) TRANSLATION OF PLEA AGREEMENT

20 At the Court's request, the undersigned parties jointly submit the attached declaration of Russian  
21 interpreter Yuri Galashov ("Declaration"). The Declaration describes corrections made by Mr.  
22 Galashov to his initial Russian translation of the plea agreement ("Agreement") in this matter. His

23 //  
24 //  
25 //  
26 //  
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1 corrected Russian translation of the Agreement has previously been submitted to the Court.

2

3 Dated: August 22, 2016

\_\_\_\_\_/s/\_\_\_\_\_  
MARCUS DANIEL MERCHASIN  
Attorney for Pavel Semonvich Flider

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BRIAN J. STRETCH  
United States Attorney

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8 Dated: August 22, 2016

\_\_\_\_\_/s/\_\_\_\_\_  
PHILIP J. KEARNEY  
Assistant United States Attorney

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5  
 6 Attorney for Defendant,  
 Trident International Corporation, LLC

7 UNITED STATES DISTRICT COURT  
 8 NORTHERN DISTRICT OF CALIFORNIA  
 9 SAN FRANCISCO DIVISION

11 UNITED STATES OF AMERICA,	)	No. CR 15-0154 VC
12 Plaintiff,	)	
13 v.	)	DECLARATION OF YURI GALASHOV
14	)	REGARDING RUSSIAN TRANSLATIONS OF
15 TRIDENT INTERNATIONAL	)	PLEA AGREEMENTS
CORPORATION, LLC,	)	
16	)	
17 Defendant.	)	
18	)	

19

20 I, Yuri Galashov, hereby declare:

21 1. I am a court-certified Russian interpreter who has been retained by the defense in the  
 22 above-named matter. Included in my duties was the preparation of Russian translations of both the  
 23 corporate and individual plea agreements to assist defendant Pavel Flider in his understanding of both  
 24 documents; based on my extensive interaction with him however, I believe Pavel Flider to be fluent in  
 25 both the Russian and English languages. I initially prepared Russian translations of each plea agreement  
 26 in preparation for the entry of pleas on August 16, 2016. As noted in my previously-filed interpreter  
 27 certifications, I went through the Russian translation of each plea with Mr. Flider who expressed an

1 understanding of the terms and provisions of each document. I believe this understanding was based  
2 also on Mr. Flider's reading of the English versions of each agreement. After being notified on August  
3 16, 2016, of a potential translation error in one of the documents, I undertook a complete, line-by-line  
4 review of my Russian translations of each plea agreement as compared to the filed English versions.  
5 This review was conducted with the assistance of a Russian-speaking FBI Special Agent. In each  
6 document, several differences between the English final version and my initial translations were found;  
7 these differences were corrected as described below. Our handwritten corrections regarding the Trident  
8 International Corporation, LLC ("Trident"), plea agreement are noted in Exhibit A attached. My  
9 corrected final Russian translation of the Trident plea agreement has previously been provided to the  
10 Court.  
11

12 After making the corrections, I called Mr. Flider on August 17, 2016, and explained the changes  
13 made to the Russian translations. Mr. Flider stated that he understood the changes and approved of their  
14 use. Mr. Flider expressed to me that the changes did not affect his understanding of either document or  
15 the desire to maintain his guilty pleas for Trident. Mr. Flider is the President and CEO of Trident as  
16 well as the sole shareholder of Trident.  
17

18 **Explanations of Corrections Made to the Russian Translation of the Trident Plea Agreement**

- 19 1. In the first line of the introductory paragraph on page one, an end quotation mark was  
20 placed in the parenthetical after the word "Trident."
- 21 2. In Paragraph 1, in the first and second sentences, the words "money laundering" were  
22 inserted and the words "smuggling of goods" were deleted. In the second sentence of the  
23 same paragraph, the word "and" was deleted to correct the sentence's grammar.
- 24 3. In Paragraph 2, in the first sentence, the tense of the word "pleaded" was changed to "is  
25 pleading." Later in that paragraph, the words "in the export documents" were inserted.  
26  
27  
28

- 1 4. In Paragraph 3, the word “Trident” was inserted at the end of the paragraph and the word  
2 “employer” was deleted.
- 3 5. In Paragraph 4, in the second sentence, the word “conviction” was inserted and the words  
4 “guilty verdict” were deleted.
- 5 6. In Paragraph 5(d), the word “until” was inserted to connect the parts of the sentence. In  
6 Paragraph 5(f), the words “compel” and “subpoena” were inserted to clarify the meaning  
7 of “to summon.”
- 8 7. In Paragraph 9, the final two words, “sentencing decision,” were deleted and replaced  
9 with the word “sentence.”
- 10 8. In Paragraph 10, the third sentence in the third paragraph was not changed. The word  
11 “possible” was deleted in error and no words were inserted. In the final sentence of that  
12 paragraph, the word “financial” was replaced with the word “financial litigation” to  
13 clarify the nature of the department.
- 14 9. In Paragraph 12, in the first sentence of the second paragraph the words “money  
15 laundering” were inserted. In the third sentence of this Paragraph the words “that,” and  
16 “any,” were inserted to correct the grammar; the words “related to state jurisdiction” were  
17 inserted to improve the grammar structure of the sentence after the words “and will not  
18 assist anyone to contest” and the word “state” was deleted.
- 19 10. In Paragraph 14, the final clause of the first sentence was changed from “Trident will not  
20 claim otherwise in the future” to “supersedes any other agreements, written or oral.”
- 21 11. In Paragraph 16, the words “to dismiss” were replaced by the words “to move to  
22 dismiss.”
- 23 12. In Paragraph 17, the word “pledges” was deleted and the word “agrees” was inserted.

1 13. In Paragraph 19, the words “right of” were inserted to clarify the meaning of  
2 “ownership.”

3 14. In Paragraph 20, in the first sentence the words “existing” and “deprived of the right to  
4 enter new contracts” were added to clarify the meaning of “debarment” due to the lack of  
5 an analogous Russian verb. In the third sentence the words “such ... debarment” were  
6 added to make the meaning of the sentence clearer.

7 15. In Paragraph 21 the words “carried out” were deleted and the words “observed” were  
8 inserted.  
9

10 I declare under the penalty of perjury that the foregoing is true and correct to the best of my  
11 Knowledge.

12  
13 Executed on this 22nd day of August, 2016, in San Francisco, California.

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16 Yuri Galashov  
17 Certified Russian Interpreter  
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# EXHIBIT A

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**ОКРУЖНОЙ СУД СОЕДИНЕННЫХ ШТАТОВ**

**СЕВЕРНЫЙ ОКРУГ ШТАТ КАЛИФОРНИЯ**

**ОТДЕЛЕНИЕ САН-ФРАНЦИСКО**

*Step*

СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ,

# 15-0154 VC

Обвинитель,

Против

СДЕЛКА МЕЖДУ СТОРОНАМИ

TRIDENT INTERNATIONAL CORPORATION,

LLC

Обвиняемый

Обвиняемый, Trident International Corporation, LLC, ("Trident") и Прокуратура

Соединенных Штатов по Северному Округу Калифорнии (далее «Прокуратура »)

заклучили это письменное соглашение о признании вины ("Соглашение") в соответствии с Правилами 11 (с) (1) (А) и 11 (с) (1) (В) Федеральных правил уголовного судопроизводства.

**Обещания Trident:**

1. Trident признаёт свою вину по пунктам Семнадцать и Девятнадцать предъявленного обвинения в контрабанде товаров в нарушение 18 U.S.C. §

*отзывание  
генерал*

*отмытые деньги*

1956(a)(2)(A). Trident признаёт, что элементами контрабанды товаров являются следующие: (1) Ответчик сознательно транспортировал деньги с места за пределами Соединенных Штатов к месту на территории Соединенных Штатов; ~~и~~ (2) с намерением содействовать проведению определенной незаконной деятельности, а именно, незаконной контрабанды товаров из Соединенных Штатов.

Trident признаёт, что в качестве корпоративного ответчика он несет ответственность за действия своих сотрудников и агентов, выполненные в ходе осуществления ими своих обязанностей, когда выгодополучателем являлся работодатель.

Trident признаёт, что максимальным наказанием являются следующее:

- a. Максимальный штраф \$500,000 или сумма, равная двукратному значению денежных инструментов или средств, задействованные в перевозке, передаче, или переводе, в зависимости от того, что больше (18 U.S.C. § 3571(c)(d))
- b. Испытательный срок 3 года (18 U.S.C. § 3561)
- c. Обязательный специальный сбор \$200 (18 U.S.C. § 3013)
- d. Возмещение ущерба
- e. Конфискация

2. Trident признаёт, что виновен в преступлениях, вину в которых он призна<sup>ет</sup>, и подтверждает, что следующие факты верны:

В течение всего периода, относящегося к обвинениям по данному делу, Trident являлся калифорнийской корпорацией, зарегистрированной отделом корпораций Секретаря штата Калифорнии под номером C1908339. В 1997 году и затем в 2002 году Секретарю штата Калифорния были поданы уведомления, что Trident было названием бизнеса, под которым действовал Flider Electronics Corporation, с единым для обеих организаций корпоративным номером и физическим адресом. По меньшей мере с 12 октября 2011 года и по 8 августа 2014 года Trident занимался экспортом электронных компонентов из Соединенных Штатов. Начиная приблизительно с 17 декабря 2011 по 21 июля 2013 года Trident экспортировал многочисленные партии электронных компонентов, в том числе предметы, описанные как "источники питания" и "электрические розетки и др.," на адреса трех экспедиторов, расположенных в Финляндии или Эстонии. Trident было известно, что в соответствии с законодательством и правилами Соединенных Штатов, экспортеры, такие как Trident, были обязаны подавать определенные документы и заявления, касающиеся экспорта товаров и технологий из Соединенных Штатов. Как правило, эти формы подавались в электронном виде через автоматизированную систему экспорта ("AES"), которую частично контролируют Управление внутренней безопасности Соединенных Штатов ("DHS"), таможенное управление и пограничный контроль.

*в экспортных документах*

Trident было известно, или он был проинформирован, на основе информации и убеждений, что в период с 17 декабря 2011 года по 21 июля 2013 года Экспортная декларация грузоотправителя ("SED"), иногда называемая электронной экспортной информацией ("EEI"), являлась официальным документом, представляемым в DHS при экспортных поставках из Соединенных Штатов. Trident также было известно, или он был проинформирован, на основе информации и убеждений, что существенным и важной частью EEI и AES, а также других экспортных документов, была информация о конечных пользователях или конечном пункте назначения экспорта. Trident было известно, или он был проинформирован, на основе информации и убеждений, что экспортеры, подобные Trident, известные как главные представители стороны Соединенных Штатов ("USPPI"), или агенты экспортера, несут ответственность за подачу полного и правильного документа EEI для всех экспортируемых товаров, когда стоимость одного товара составляет более \$2,500. Trident было известно, что эта необходимая информация включает в себя, помимо всего прочего, название USPPI, описание товара, его вес, указание конечного грузополучателя или конечного пользователя, и стоимость товара. Trident было известно, или он был проинформирован, на основе информации и убеждений, что, частично или полностью, все требуемые EEI данные относительно пятнадцати партий экспортных товаров, упоминаемых выше и описанных в обвинительном заключении в пунктах с первого по пятнадцатый, были преднамеренно ложными, либо в указании конечного грузополучателя, либо в описании товара, которые перевозятся, либо в их стоимости.

Trident далее признает, или он был проинформирован, на основе информации и убеждений, что в качестве оплаты за вышеупомянутые мошеннические экспортные операции, Trident получил средства из-за рубежа на два счета в Wells Fargo Bank, расположенных в пределах Северного округа штата Калифорния: счет Wells Fargo Bank XXXX 0108 ("Wells 0108") и счет Wells Fargo Bank XXXX 3297 ("Wells 3297"). Trident признает, что в период с 12 октября 2011 года по 8 августа 2014 года, о котором говорится в пунктах с 17 по 26 обвинительного заключения, Wells 0108 получил по крайней мере \$1,190,359.10 в форме иностранных телеграфных переводов, и Wells 3297 получил по крайней мере \$ 1,263,957.50 в форме иностранных телеграфных переводов из банков за пределами Соединенных Штатов. Trident также признает, что в период с 1 января 2009 года и по 30 июня 2014 года, Wells 0108 и Wells 3297, получили более \$50,000,000 в форме иностранных телеграфных переводов. Trident также признает, что эти средства поступили и ~~нанесли ущерб~~ торговле между штатами. Trident также признает, что эти входящие электронные переводы были использованы для приобретения электронных устройства у компаний в Соединенных Штатах для экспорта, осуществляя схему контрабанды, указанную в пунктах 1 -15 обвинительного заключения.

*выявил  
способствовал*

3. Trident признает, что признавая вину он настоящим отказывается от всех возражений по поводу формы обвинительных документов и признаёт, что действительно виновен в преступлениях, в которых признаёт себя виновным, как указано в обвинительном заключении, и эти преступления были совершены его агентами или сотрудниками в ходе осуществления ими своих обязанностей, когда выгодополучателем являлся работодатель. *Trident*

*осуждения*

4. Trident соглашается являться на слушания о признании вины и о вынесении приговора в лице должным образом уполномоченного корпоративного представителя. Trident соглашается отказаться от права обжаловать свой обвинительный приговор, судебное решение, и распоряжения Суда, а также любые аспекты своего приговора, в том числе любые распоряжения, связанные с конфискацией и/или возмещением ущерба, за исключением того, что он оставляет за собой право утверждать, что его адвокат был неэффективен.

5. Trident сознательно и добровольно отказывается от следующих прав путем заявления о признании вины: (a) право не признавать себя виновным; (b) право на скорый и публичный суд перед присяжными; (c) право на эффективную помощь адвоката в суде; (d) право считаться невиновным до тех пор, <sup>пока</sup> вина не было установлено в ходе судебного разбирательства вне разумных сомнений; (e) право на очную ставку и допрос свидетелей обвинения в суде; (f) право <sup>вызывать</sup> *повесткой* свидетелей защиты от имени Trident на судебное разбирательство; (g) право подавать ходатайства об отведении доказательств или прибегнуть к защите в соответствии с Четвертой или Пятой поправками к Конституции; (h) право ходатайствовать о предъявлении доказательств обвинения, заявлять и фактах, опровергающих иск и предъявлять доказательства; и (i) право обжаловать решение о признании вины, любые постановления Суда, а также какой-либо аспект Приговора, в том числе о возмещении убытков.

6. Trident соглашается не ходатайствовать перед судом об отзыве его признания вины после того, как оно будет внесено. Trident понимает, что заключая настоящий Договор: (a) он согласен, что факты, изложенные в пункте 2 настоящего Соглашения могут быть использованы против него в соответствии с Fed. R. Evid. 801(d)(2)(A) в любом последующем разбирательстве, в том числе в суде, в случае если он нарушит какие-либо из условий настоящего Соглашения, и (b) он безусловно отказывается от любых и всех прав в соответствии с Fed. R. Crim. P 11(f) и Fed. R. Evid. 410 в отношении фактов, изложенных в пункте 2 настоящего Соглашения, в любом таком последующем процессе. Trident понимает, что правительство не будет хранить какие либо вещественные доказательства, полученные в этом случае.

7. Trident понимает, что Суд должен опираться на Руководство по вынесению приговоров Соединенных Штатов и принимать их во внимание при вынесении

приговора, наряду с факторами, изложенными в 18 U.S.C. § 3553 (a). Trident также понимает, что Суд не связан расчетами и приведенными ниже рекомендациями; суд может сделать вывод, что применяется более высокий диапазон Рекомендации, и если он это сделает, Trident соглашается, что независимо от приговора, Trident не будет иметь право, и не будет просить, отозвать свое заявление о признании вины. Trident также соглашается с тем, что Руководство о вынесении приговора будет рассчитываться следующим образом:

a. Базовый уровень преступления, U.S.S.G. § 2S1.1(a)(2):	8
b. Конкретные характеристики преступления	
-2B1.1(b)(1)(M) (более \$50,000,000)	+24
-2S1.1(b)(2)(B) (18 U.S.C. § 1956)	+2
c. Признание ответственности:	-3

Если Trident будет соответствовать требованиям U.S.S. G.§ 3E1.1, Trident может претендовать на сокращение уровня на три пункта за признание ответственности, при условии, что Trident полностью признает свою вину, будет сотрудничать с Судом и надзорными инстанциями за условно осужденными при любом расследовании на доприговорной стадии по распоряжению суда, и будет продолжать демонстрировать признание ответственности весь период, включая время вынесения приговора.

d. Скорректированный уровень правонарушения :	31
e. Базисный штраф: В соответствии с USSG § 8C2.4(d), базисный штраф составляет	\$13,500,000.
f. Базисная оценка виновности:	5
g. Расчет диапазона штрафа: на основе USSG § 8C2.7, диапазон штрафа рассчитывается следующим образом:	

Базисный штраф:	\$13,500,000
Коэффициент:	1.00(мин)/2.00(макс)
Диапазон штрафа:	\$13,500,000/\$27,000,000

8. Trident согласен с тем, что разумным и соответствующим разрешением этого дела в соответствии с Руководством о наказаниях и 18 U.S.C. § 3553(a) является штраф в размере \$500,000 в соответствии с §USSG 8C3.1 (b), 3-летний испытательный срок, а также специальный сбор \$200.

9. Trident согласен, что независимо от любого другого пункта настоящего Соглашения, прокуратура может и будет предоставлять Суду и службам надзора за условно осужденными всю информацию, имеющую отношение к предъявленным обвинениям и ~~судебному~~ ~~решению~~.

*приговору*

10. Trident согласен, что будет добросовестно прилагать все усилия, чтобы полностью оплатить все штрафы, конфискацию или возмещение ущерба, предписанные судом. Trident согласен оплатить суммы специального обложения в момент вынесения приговора, и согласен с тем, что любые платежи по возмещению ущерба должны быть оплачены через Управление клерка окружного суда банковским или кассирским чеком, выписанным на Клерка Окружного суда Соединенных Штатов.

Trident согласен, что любой штраф, конфискация, или возмещение ущерба, назначенные судом, подлежат немедленной оплате и могут быть востребованы прокуратурой к немедленному исполнению в соответствии с 18 U.S.C. §3613. Trident также понимает, что прокуратура может немедленно приступить к взысканию всего штрафа, конфискации или возмещения ущерба с использованием любых активов без учета какого-либо графика платежей, установленных судом или надзорной службой, и что денежные штрафы, наложенные судом, будут переведены на офсетные программы казначейства, так что любой федеральный платеж или передача возвращенного имущества могут быть использованы для компенсации федеральных долгов.

Trident и прокуратура соглашаются, что любые штрафы, наложенные на Trident в соответствии с настоящим Соглашением, будут удовлетворены только за счет корпоративных активов Trident, а личные активы должностных лиц корпорации, в том числе нижеподписавшихся, не будут использованы для оплаты этих штрафов. Это соглашение не исключает возможных действий по использованию корпоративных активов, которые были самовольно переданы от Trident отдельным должностным лицам или другим лицам, чтобы избежать уплаты любого штрафа, наложенного в соответствии с настоящим соглашением. Trident также соглашается уведомить ~~финансовый~~ ~~отдел~~ прокуратуры Соединенных Штатов перед тем, как передать интерес в собственности, которой Trident владеет прямо или косвенно, включая собственность, которой Trident владеет под любым другим именем или как другое юридическое лицо, в том числе трасты, товарищества, ~~и~~ ~~корпорации~~.

*stet*

*финансового  
приследования*

11. Trident обязуется не совершать или пытаться совершить любые преступления до того, как будет наложено наказание, не предоставлять намеренно ложную информацию суд, надзорным инстанциям, досудебным службам или прокуратуре; выполнять любые другие обещания, данные в настоящем Соглашении. Trident согласен, что если он не выполнит какие-либо обещания, данные в настоящем Соглашении, то прокуратура будет освобождена от всех своих обещаний в настоящем Соглашении, в том числе изложенные ниже в секции обещаний

прокуратуры, но Trident не будет освобожден от своих заявлений о признании вины

12. Trident согласен на конфискацию следующего имущества (далее по тексту «исковое имущество»):
- a. \$226,601.60 конфискованные 17 марта 2015 года, из Wells Fargo Bank со счета # XXXXXX3289;
  - b. \$1,308,736.42 конфискованные 17 марта 2015 года, из Wells Fargo Bank со счета # XXXXXX3297;
  - c. \$3,177,651.64 конфискованные 17 марта 2015 года, из Wells Fargo Bank со счета # XXXXXX0108; а также
  - d. \$344,070.73 конфискованные 18 марта 2015 года, из Avnet, Inc.

Trident признаёт, что исковое имущество представляет собой имущество, вырученные от схемы контрабанды, описанной выше в пункте два, в нарушение 13 U.S.C. § 305 (a) (1) и 18 U.S.C. § 554, и таким образом подлежит конфискации в пользу Соединенных Штатов в соответствии с положениями 13 U.S.C. § 305 (a) (3), 18 U.S.C. § 981(a)(1)(C), процедуры, изложенные в правиле 32.2 Федеральных правил уголовного судопроизводства, и 21 U.S.C. § 853. Trident отказывается от любых и всех прав, права собственности, и любых интересов, которые Trident мог иметь в исковой собственности и согласен с тем, что такое право, и интересы могут быть конфискованы в пользу Соединенных Штатов без дополнительного уведомления. Trident также согласен, <sup>что</sup> не будет оспаривать, и не будет помогать <sup>любому</sup> кому-либо еще в оспаривании административной или судебной процедуры конфискации (будь то уголовные, гражданские, государственные <sup>или</sup> ~~и~~ федеральные), которые могут быть выдвинуты против указанной собственности. Кроме того, Trident согласен отказаться от всех законных и конституционных прав в любой форме (в том числе апелляционных жалоб, <sup>судебного разбирательства</sup> ~~судебного разбирательства~~, или любым другим способом) к любому аспекту конфискации, осуществленной в соответствии с настоящим Соглашением, по каким-либо основаниям, в том числе и том, что конфискация является чрезмерным штрафом или наказанием или том, что производство по конфискации было возбуждено в нарушение срока исковой давности.

13. Если Trident изменит свое название, переименованная компания обязана выполнять все обязательства Trident по настоящему соглашению. Если Trident объединится с другой компанией, то вновь созданная или объединенная компания обязана выполнить все обязательства Trident по настоящему соглашению.

14. Trident согласен, что это Соглашение содержит все обещания и соглашения между прокуратурой и Trident, ~~и Trident не будет утверждать обратное в будущем.~~ <sup>и отменяет</sup> Никакое изменение настоящего Соглашения не вступает в силу, если оно не выполнено в письменной форме и не подписано всеми сторонами. <sup>все предыдущие соглашения письменные или устные</sup>

*и отменяется  
денеж*

*процедуры или  
процедуры штатов*

*любому*

*на оспарива*

*все предыдущие  
соглашения  
письменные или  
устные*



15. Trident согласен, что Соглашение является обязательным только для прокуратуры Северного округа штата Калифорния, и не ограничивает другие федеральные, местные или агентства штата.

Обещания прокуратуры

16. Прокуратура <sup>хотела бы отклонить</sup> согласна отклонить <sup>есть</sup> любые открытые обвинения против обвиняемого, содержащиеся в обвинительном акте на момент вынесения приговора.
17. Прокуратура <sup>обязуется</sup> не выдвигать никаких дополнительных обвинений против Trident, которые могут быть поданы в результате расследования, результатом которого стало данное обвинительное заключение.
18. Прокуратура согласна рекомендовать штрафные санкции, изложенные выше, если только Trident не нарушит условия соглашения или не признает свою ответственность.

Подтверждения Trident

19. Trident заявляет, что это соглашение является обязательным для Trident, корпорации являющейся преемником Trident, если таковые имеются, и для любого другого физического или юридического лица, принимающего на себя обязательства, содержащиеся в настоящем документе («правопреемник интересов»). Trident, или правопреемники его интересов, если это применимо, должны предоставить прокуратуре Соединенные Штаты и органам надзора за выполнением испытательного срока Северного округа штата Калифорния немедленное уведомление о любом изменении названия, изменении корпоративного или индивидуального контроля, <sup>права</sup> изменении собственности, слияния, изменения правового статуса, продаже или приобретении активов, выбытия активов или аналогичных действий, влияющих на способность заплатить штраф или соблюдения условий настоящего соглашения. Никакие изменения в названии, изменения корпоративного или индивидуального контроля, изменения в праве собственности, слияние, изменение юридического статуса, продажа или приобретение активов, продажа активов, или аналогичные действия не изменяют обязательства Trident по настоящему соглашению. Trident не должен участвовать в каких-либо действиях, направленных на то, чтобы избежать обязательств, изложенных в настоящем соглашении.

20. Trident понимает, что его осуждение может подвергнуть его различным дополнительным последствиям, включая, но не ограничиваясь, приостановление действия или аннулирование любых лицензий или разрешений, которые выданы Trident, и приостановление контрактов или отстранения Trident от <sup>контрактов с</sup> Соединенными Штатами или с любым государственным органом, агентством, или его отделом. Данным соглашением прокуратура не делает никаких заявлений или

*Существование  
законных  
и лиценз.  
права на  
заключение  
новых*

*или разрешения получения*

обещание относительно приостановления или аннулирования, каких-либо лицензий или разрешений. В частности, приостановление и <sup>запрещение</sup> ~~отстранение~~ контрактов и лицензий Trident в соответствии с федеральными уголовными законами представлено на усмотрение федеральных подрядных организаций исключительно в пределах их полномочий. Trident понимает, что непредвиденные побочные последствия не будет служить основанием для аннулирования заявление о признании вины Trident.

21. Trident заявляет, что он имеет право заключения настоящего соглашения. Не позднее даты подписания и подачи соглашения, Trident должен предоставить прокуратуре и суду нотариально заверенное письменное заявление, подтверждающее, что Trident имеет право заключать и соблюдать все положения настоящего соглашения. Документ должен также указать корпоративного представителя и адвоката <sup>Trident</sup> для заключения настоящего соглашения, и то, что все корпоративные формальности для таких разрешений было ~~выполнены~~. *соблюдены*
22. Trident подтверждает, что имел достаточно времени, чтобы обсудить это дело, доказательства, и соглашение со своим адвокатом, и что адвокат предоставил Trident все юридические консультации, которые Trident просил.
23. Trident подтверждает, что решение признать вину сделано с учетом знания обвинений, которые были предъявлены Trident, возможных вариантов защиты, а также преимуществ и возможного ущерба для суда. Trident также подтверждает, что решение признать вину сделано добровольно, и никто не принуждал и не угрожал Trident, чтобы заключить данное Соглашение.

Дата \_\_\_\_\_

\_\_\_\_\_  
ПАВЕЛ СЕМЕНОВИЧ ФЛИДЕР  
Корпоративный представитель  
обвиняемого Trident

\_\_\_\_\_  
БРАЙАН ДЖ. СТРЕТЧ  
Федеральный Прокурор

Дата \_\_\_\_\_

\_\_\_\_\_  
ФИЛИП ДЖ. КЕРНИ  
Помощник Федерального Прокурора

24. Я полностью объяснил своему клиенту все права обвиняемого в уголовных преступлениях, и все условия настоящего Соглашения. По моему мнению, мой

клиент понимает все условия настоящего Соглашения и все права, от которых мой клиент отказывается признавая свою вины, и, основываясь на информации, известной мне, решение моего клиента признать себя виновным является сознательным и добровольным.

Дата \_\_\_\_\_

\_\_\_\_\_  
МАРКУС МЕРЧАЗИН

Адвокат обвиняемого