

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

UNITED STATES of AMERICA :
 :
 vs. :
 :
 HAROLD RINKO, :
 AHMAD FERAS DIRI :
 a/k/a :
 AHMAD FERAS SOLEMAN DIRI :
 FERAS DIRI :
 FERAS DERI :
 FERAS SOLEMAN DIRI, :
 MOAWEA DERI :
 a/k/a :
 MOAWEA DIRI :
 M. DERI, a/k/a :
 MOAYA DEERI, and :
 d-DERI CONTRACTING & TRADING. :
 Defendants :

CRIMINAL NO. 3:12-CR-294

**FILED
SCRANTON**
NOV 20 2012
PER 
DEPUTY CLERK

INDICTMENT

THE GRAND JURY CHARGES:

INTRODUCTION

At all times relevant to this Indictment

1. AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI) was a citizen and resident of the United Kingdom. AHMAD FERAS DIRI was in the business of purchasing goods from inside the United States and transferring the goods to customers in Syria through third countries. AHMAD FERAS DIRI was in business with MOAWEA DERI.
2. MOAWEA DERI (a/k/a MOAWEA DIRI, M. DIRI, MOAYA DEERI) was a

citizen and resident of Syria. MOAWEA DERI was in the business of purchasing goods from inside the United States and supplying these goods to customers inside Syria.

MOAWEA DERI was in business with FERAS DIRI.

3. The d-DERI CONTRACTING & TRADING was a business run by AHMAD FERAS DIRI, MOAWEA DERI and others. The business involved purchasing items from the United States for export through third countries to Syria.

4. HAROLD RINKO was a citizen of the United States and a resident of Pennsylvania. HAROLD RINKO operated his business, Global Parts Supply, in Susquehanna County, Middle District of Pennsylvania. Global Parts and Supply, was in the business of exporting goods to customers overseas including to AHMAD FERAS DIRI and MOAWEA DERI and d-DERI CONTRACTING & TRADING for customers in Syria. Defendants DIRI and DERI were known to HAROLD RINKO as being related to a former customer in Syria, Mohammad Deri.

5. Through the International Emergency Economic Powers Act ("IEEPA"), Title 50, United States Code, Sections 1701-1706, the United States Congress granted the President of the United States the authority to deal with unusual and extraordinary threats to the national security, foreign policy or economy of the United States, where such an unusual and extraordinary threat has its source in whole, or in substantial part, outside the United States.

6. In 2003, the United States Congress publicly enacted the Syria Accountability and

Lebanese Sovereignty Act of 2003 (the “SAA” or “Syrian Act”), Pub. L. 108-175, codified as a note to 22 U.S.C. § 2151. The Congress proclaimed that the Syrian Act sought to halt or lessen Syrian support of terrorism, end its occupation of Lebanon, stop its development of weapons of mass destruction, and hold Syria accountable for serious international security problems it has caused in the Middle East. The Act empowered the President of the United States to prohibit the export to Syria of all products of the United States, other than food and medicine.

7. On May 11, 2004, the President of the United States issued Executive Order 13338 finding that the actions of the Government of Syria constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States, and on that date, declared a national emergency to deal with that threat. By the authorities vested in the President to include IEEPA and the SAA, the President ordered the Secretary of Commerce, with very limited exception, to prohibit without a license the exportation and re-exportation to Syria of all Commerce Controlled items.

8. Accordingly, effective May 14, 2004, the United States Commerce Department publicly issued a federal regulation requiring, with very limited exception, a license or approval from the Department of Commerce to export or re-export to Syria all items subject to the Export Administration Regulations (EAR), i.e., items and technology controlled for export by the Commerce Department, other than food and medicine. A federal regulation – titled General Order Number 2 - required that a license be obtained

from the Commerce Department prior to export or re-export of all items subject to Export Administration Regulations (EAR), from the United States to Syria. 15 C.F.R. Pt. 736, Supp. 1, General Order No. 2. In December 2011, the Commerce Department moved the substantive provisions of General Order 2 to Section 746.9 of Title 15 of the Code of Federal Regulations. Citations throughout this indictment to Section 746.9 serve to cover that section as well as previous publication of the rule at General Order No. 2.

9. The following items were controlled by the Commerce Department and the Export Administration Regulations for export purposes:

- a. **Draeger Safety Multi-IMS Analyzer Kit.** The Draeger Multi-IMS was a portable multi-gas scanner used for the detection of chemical warfare agents. Nerve, blood and lung warfare agents could be detected through the use of a highly sensitive ion mobility spectrometer. Draeger Multi IMS were used for civil defense and protection, military, police and border control purposes.
- b. **ChemPro 100 Handheld Chemical Detector.** The ChemPro100 was a handheld detector for the field detection and classification of Chemical Warfare Agents (CWAs) and selected Toxic Industrial Chemicals (TICs). The ChemPro100 could be loaded with many different lists of CWAs and TIC called libraries. Some libraries included CWAs such as nerve, blister, blood, choking agents and precursors.
- c. **Draeger X-am 7000.** The Draeger X-am-7000 is a non-radioactive IMS detection source with three modes of operation, CW - for the detection of chemical warfare agents, TIC - for the detection of toxic industrial chemicals, Survey - for detection of residual persistent contamination following decontamination. The unit detects, identifies, and warns first responders of chemical agent threats at levels below attack concentration. The chemical agents detected include nerve, blood, blister, choking and a wide range of toxic industrial chemicals. The X-am-7000 can be used in a wide variety on civilian laboratory, research, public safety (first responder) and industrial environments.
- d. **EPDM Polycarb masks.** This mask was a panoramic rubber mask designed to perform in a wide range of applications for industry and for use in civil defense against ammonia, methylamine, DMMP (surrogate for sarin) and hydrogen cyanide.

- e. **Hanna Instruments HI 2215-01 Hanna Meter.** The Hanna meter was used to measure chemicals and their composition.
- f. **Agilent, ADM 1000 Gas Flowmeter.** ADM flowmeters were used for measuring gas streams with a changing gas composition. ADM flowmeters are battery powered and field portable. The ADM flowmeter was capable of highly accurate and reliable measurement of common carrier and fuel gases, including nitrogen, air, carbon dioxide, hydrogen, helium, and argon/methane.
- g. **High Volume Magnetic Stirrers Model C-MAG HS 7 and 10.** The stirrer was a high volume magnetic stirrer designed for large capacity applications capable of stirring 25 liters. The stirrer was used for mixing, heating, combining, and testing numerous liquid chemical compounds.
- h. **Allison transmission.** Allison Transmission models were large industrial engines for use in heavy oil and gas field operations. They are used in many types of heavy duty industrial equipment and large trucks like the XJ250P Rig. This area of work requires the need for a large transmission with durability in harsh weather and work environments with the required horsepower and machine quality that can be utilized for long periods of time with reasonable assurance that the transmission can stand up to the pressure. The Allison Transmission can be used for both vehicle propulsion and for drilling, setting oil pipes or for pump operation that normally occur in oil and gas working environment operations.
- i. **Dynalog Electronics Limited C-Scan 2000.** The C-Scan 2000 was used to accurately locate buried pipeline and display its position and depth. The unit could be utilized through pipelines under roads, concrete, sand, mud, growing crops, and ice or water courses. The unit displayed the average condition of the wrap or coating between any two locations, pinpointed individual wrap or coating faults for excavation and repair stores, and analyzed all survey data and printed out comprehensive reports, plots and maps utilizing the GPS interface (integrated in model 2010 – external unit required with model 2000), and using proprietary software, it can download all data to a computer for further analysis and comparisons.

10. Pursuant to United States law and regulation, exporters and shippers or freight forwarders were required to file certain forms and declarations concerning exports

of goods and technology from the United States. Typically, those documents were filed electronically through the Automated Export System (“AES”) managed by the United States Department of Homeland Security (“DHS”), Customs and Border Protection. A Shipper’s Export Declaration (“SED”) was an official document submitted to DHS in connection with export shipments from the United States. These forms were used by the United States Bureau of Census to collect trade statistics and by the Bureau of Industry and Security (“BIS”), Department of Commerce, for export control purposes.

11. A material part of these export filings was information concerning the end-user or ultimate destination of the export. The identity of the end-user may determine whether the goods may be exported without any specific authorization or license from the United States government; whether the goods may be exported with a specific authorization or license from the United States Department of Commerce, the United States Department of State, or the United States Department of Treasury; or whether the goods may not be exported from the United States under any circumstances.

12. Statements in export filings were Statements to the United States government that the transaction occurred as described. Our United States government agencies relied upon the information provided in the SEDs and AEC records.

13. The defendants HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-

DERI CONTRACTING & TRADE, did not obtain an export license or authorization from the Commerce Department to send items from the United States to Syria.

COUNT 1

14. Paragraphs 1 through 13 of this Indictment are re-alleged in this Count, as if fully set forth herein.

15. Beginning on or about the 2003, and continuing to the date of this indictment, both dates being approximate and inclusive, in Susquehanna County, within the Middle District of Pennsylvania, and elsewhere the Defendants,

**HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI
CONTRACTING & TRADING**

knowingly and willfully conspired and agreed together and with each other and with persons known and unknown to the Grand Jury:

(1) to violate the laws of the United States, that is,

i. Title 18, United States Code, Section 554, exporting from the United States merchandise, articles and objects contrary to law;

ii. Title 50, United States Code, Section 1705(a) and (c), International Emergency Economic Powers Act (IEEPA) and Title 15, Code of Federal Regulations, Part 746.9, exporting from the United States to Syria without first obtaining a license from the Department of Commerce;

iii. Title 18, United States Code, Section 1343, wire fraud;

iv. Title 18, United States Code, Section 1956, money laundering; and,

v. Title 18, United States Code, Section 1001, false statements; and, (2) to defraud the United States by impeding and obstructing its governmental functions and operations, of and concerning its right to have its business and its affairs, and particularly the transaction of official business of the Department of Homeland Security and the Commerce Department, conducted honestly and impartially, free from corruption, fraud, improper and undue influence, dishonesty, unlawful impairment and obstruction, in violation of Title 18, United States Code, Section 371.

OBJECTS

16. The objects of the conspiracy were:
- a. to acquire U.S.-origin goods from the United States to supply to customers in Syria;
 - b. to conceal from the United States companies and the United States Government that the U.S.-origin goods were destined for Syrian end-users;
 - c. to make a financial profit for the defendants; and,
 - d. to evade regulations, prohibitions, and licensing requirements for exports from the United States to Syria.

MANNER AND MEANS

17. It was a part of the conspiracy that the defendants would by deceit, craft, trickery and dishonest means, defraud the United States by interfering with and obstructing the lawful government functions of the Department of Homeland Security

and the Commerce Department, whereby the defendants would ship and export goods and services from the United States while providing false and fraudulent invoices, thereby causing shippers to fail to file and file false and misleading SED and AES information.

18. It was further a part of the conspiracy that the defendants would ship and export goods from the United States to Syria, by shipping and transshipping goods to third party countries while providing false and misleading invoices that undervalued and mislabeled the goods and services and listing false purchasers and end-users of the goods.

19. It was further part of the conspiracy that the defendants would use electronic mail and other means of electronic and telephonic communication, and financial wire transactions in order to accomplish its goals.

20. It was further part of the conspiracy that Defendant MOAWEA DERI and FERAS DIRI would and did use defendant HAROLD RINKO as a "front" to defeat the United States sanctions and hide their illegal activity. MOAWEA DERI would and did direct defendant HAROLD RINKO to specific internet links for United States suppliers for information and pricing concerning items sought to be purchased on behalf of customers in Syria. Defendant HAROLD RINKO would and did purchase the items from United States suppliers at the behest of MOAWEA DERI and FERAS DIRI.

OVERT ACTS

21. In furtherance of the conspiracy and to effect the objects of the conspiracy, the co-conspirators took the following overt acts, among others:

DRAEGER IMS

- a. On or about September 10, 2007, HAROLD RINKO, d/b/a Global Parts Supply, drafted a letter to AHMAD FERAS DIRI wherein he described the Draeger Multi IMS Analyzer uses as “it is a portable multi-gas scanner for the detection of chemical warfare agents. Nerve, blood and lung warfare agents are detected using a highly sensitive ion mobility spectrometer.”
- b. On or about September 10, 2007, HAROLD RINKO prepared an invoice for the purchase of a Draeger Safety Multi-IMS Analyzer kit including software and training materials by AHMAD FERAS DIRI for \$15,214 USD.
- c. On or about August 25, 2008, AHMAD FERAS DIRI requested a quote for the “Draeger IMS.”
- d. On or about September 9, 2008, HAROLD RINKO, d/b/a Global Parts Supply, prepared an invoice of items sold, including “safety Multi-IMS,” software and training materials, to AHMAD FERAS DIRI from Global Parts Supply, with a total value of \$15,906.00 USD.
- e. On or about September 13, 2008, AHMAD FERAS DIRI, communicated with HAROLD RINKO informing him that he, AHMAD FERAS DIRI, had transferred

full payment and directing Harold Rinko to send “the machine” to “Mr. Essam Assad” in “Sharika, UAE.”

f. On or about September 18, 2008, HAROLD RINKO, d/b/a Global Parts Supply, Peoples National Bank Account received a wire transfer of \$15,874.00 USD from Zourheir El-Ariss & Sons, Exchange, Ras Beirut, Hamra-Adonis Str. Ariss Bldg. Beirut, Lebanon, by order of FERAS DIRI, “Feras Soleman Dir,” for “goods value.”

g. On or about September 25, 2008, FERAS DIRI, requested Global Parts Supply to create a fraudulent invoice falsely naming “MR. ESSAM ASSAD” as the recipient and falsely claiming the value of the goods to be approximately half the true price.

h. On or about October 8, 2008, HAROLD RINKO, d/b/a Global Parts Supply, prepared a fraudulent invoice with a total value of goods ordered by AHMAD FERAS DIRI of \$4,414.00 USD and indicating, falsely, that the goods were sold to “MR. ESSAM ASSAD, AL KHAN, BRIDGE AL OROOBA, FLAT 110, OPPOSITE COUNCIL SHAFJAH LABS BLDG., SHARKA, UNITED ARAB EMIRATES.”

i. On or about October 8, 2008, HAROLD RINKO sent a Draeger Safety Multi-IMS kit from the United States to “Mr. Assam Assad” with an address in Sharika, UAE.

CHEM PRO 100

j. On or about December 23, 2008, on behalf of AHMAD FERAS DIRI,

HAROLD RINKO obtained a price quote for a ChemPro 100 chemical detector kit from a supplier in the United States for \$9,800 USD per unit.

k. On or about January 13, 2009, HAROLD RINKO prepared an invoice for AHMAD FERAS DIRI reflecting the purchase of one ChemPro100 chemical detector kit and parts for a price of \$19,862 USD less credit due.

l. On or about January 15, 2009, AHMAD FERAS DIRI communicated with HAROLD RINKO informing that “[m]y brother transferred \$18404 this morning,” as payment for the ChemPro 100 and parts.

m. On or about January 16, 2009, AHMAD FERAS DIRI caused a wire transfer in the amount \$18,349 USD from a bank in Lebanon to HAROLD RINKO in the United States

n. On or about January 18, 2009, AHMAD FERAS DIRI communicated with HAROLD RINKO requesting that HAROLD RINKO “please put 50-60% less than the original price on the invoice, just for customs, so we pay less tax,” remove and send separately all catalogues for the ChemPro100, and to ship the package to an address in Jebel Ali, Dubai, UAE.

o. On or about January 29, 2009, HAROLD RINKO prepared a fraudulent invoice at AHMAD FERAS DIRI’s behest for the sale of the ChemPro 100 and parts with a price of \$5,846 USD sold to Mr. Joy Evangelista with an address in Jebel Ali, Dubai, UAE.

p. On or about February 25, 2009, HAROLD RINKO caused the ChemPro 100 to be sent from the United States.

q. On or about April 22, 2009, AHMAD FERAS DIRI communicated with HAROLD RINKO requesting that HAROLD RINKO order a Field Monitoring Cap and Communication cable for the "Chem Pro Unit," and get the "original catalogue" for the unit.

r. On May 5, 2009, HAROLD RINKO prepared an Invoice reflecting the sale of a "FIELD MONIT. CAP," a "COMM CABLE" and a "CATALOGUE" to AHMAD FERAS DIRI in the United Kingdom

s. On or about May 8, 2009, MOAWEA DERI caused the wire transfer of \$570.73 USD to be sent from Lebanon to HAROLD RINKO in the US.

DRESSER RAND

t. On or about July 28, 2009, AHMAD FERAS DIRI communicated with HAROLD RINKO about a tender for "Dresser Rand, Waukesha" for Syria, and advised defendant RINKO that "you can send to UK and will resend to Syria."

PERRY EQUIPMENT

u. On or about October 25, 2009, FERAS DIRI, sent a document to HAROLD RINKO, d/b/a Global Parts Supply for a price quote for parts manufactured by Perry Equipment Corporation. The document listed "d-DERI CONTRACTING & TRADING" with the following address: "P.O. Box 6217, DAMASCUS, SYRIA" and was signed

“Best Regards, Eng.M.Deri.”

v. On October 27, 2009, AHMAD FERAS DIRI communicated with HAROLD RINKO instructing him not to waste his time “with this part,” and informing him “[t]he customer contacted the manufacturer and told them this part is for Syria. As you know they will not sell to Syria, if you ask for the price they will know it is for Syria. Please accept my apology for this mess they put us in.”

DRAEGER X-AM 7000 and EPDM POLYCARB FACE MASKS

w. On or about November 7, 2010, MOAWEA DERI, introduced himself to HAROLD RINKO, as the brother of AHMAD FERAS DIRI, and requested, a price quote for 2 “Draeger X-am 7000,” spare parts for the “shemproo 100 110-250 Vac (50-60Hz) Main power supply with power cord EP100-MPS” and 10 “test tube CP00-TT.”

x. On or about November, 2010, HAROLD RINKO, d/b/a Global Parts Supply, responded to MOAWEA DERI indicating that the cost of the “Drager X-AM 7000 Unit,” was \$4,118.00 per unit; “main power supply” was \$352 USD per unit; and 10 “Test tube CP100-TT”, was \$156 USD per unit.

y. On December 2, 2010, HAROLD RINKO prepared a Quotation for MOAWEA DERI for the purchase price of 10 “EPDM Polycarb. Lens” at \$192.50 USD per unit; 30 “EPDM Polycarb. Filters for Lens” at \$157.10 USD per unit; and 6 “CP-100-TT Test tube” at \$256 USD per unit.

z. On December 6, 2010, MOAWEA DERI, “Moaya Deery,” caused the wire

transfer of \$1,549 USD from Lebanon to HAROLD RINKO in the U.S. for the “purchase of lab spare parts.”

aa. On December 8, 2010, HAROLD RINKO prepared a quotation for Moawea Deri for the purchase of 10 “EPDM Polycarb. Mask” at \$228 USD per unit.

bb. On or about December 9, 2010, MOAWEA DERI, “Moaya Deeri,” caused a wire transfer of \$2,860 USD to be deposited into the Peoples National Bank account of HAROLD RINKO, d/b/a Global Parts Supply, from the Lebanon And Gulf Bank of Beirut Central District, Allenby St. LGB BLDG, Beirut, Lebanon, for the “cost of laboratory spare parts.”

cc. On or about December 22, 2010, HAROLD RINKO, d/b/a Global Parts Supply, prepared a second fraudulent invoice with a false unit price “EPDM Poly Mask” at \$45 USD per unit and false unit price for 10 “CP-100-TT Test Tube” of \$10 USD per unit, sold to “FERAS DIRI” at “49A WOODLAND RISE, MUSWELL HILL, N10 3UN, UNITED KINGDOM.”

AGILANT ADM 1000, ALEGRO T100M and, HANNA HI 2215-01

dd. On or about February 8, 2011, MOAWEA DERI communicated with HAROLD RINKO asking “please send the price for PH Meter pH 213 (pH/ISE) from Hanna company” with a web link to contact the Hanna company.

ee. On or about February 2011, HAROLD RINKO communicated with MOAWEA DERI informing him that the Hanna part number has been changed from PH-

213 to HI 2215-01 and providing a price quote of \$640 USD.

ff. On or about February 13, 2011, MOAWEA DERI, communicated with HAROLD RINKO, d/b/a Global Parts Supply, requesting a quote for an “Allegro T100M Air Sampling Pump,” providing a hyperlink to a supply company webpage.

gg. On or about February 15, 2011, HAROLD RINKO communicated with MOAWEA DERI with a price quote for the “Allegro pump w/o stand” of \$257.25 USD and a “Bio Rad Cell” for \$574 USD.

hh. On or about February 15, 2011, MOAWEA DERI sent an email to HAROLD RINKO requesting a “proforma” to transfer the payment for “GC supplies agilent flowmeters Model: ADM 1000;” “PH-213;” and “Allegro pump w/o stand,” and indicating payment would be transferred soon.

ii. On or about February 16, 2011, HAROLD RINKO prepared an invoice for the purchase of “ADM-1000 Flowmeter” for \$860 USD; “PH213---H12215-01 Hanna Meter” for \$640 USD; and “T100M w/o stand Allegro Pump” for \$ 257.25 USD, by MOAWEA DERI with an address in the United Kingdom.

jj. On or about February 25, 2011, MOAWEA DERI communicated with HAROLD RINKO providing a mailing address and other contact information for AHMAD FERAS DERI located in the United Kingdom and asking if HAROLD RINKO could send a “part” to Jordan.

kk. On or about March 3, 2011, HAROLD RINKO prepared a second

fraudulent invoice for the sale of the “ADM-1000 Flowmeter,” at \$60 USD the “PH213--H12215-01 Calibration Meter,” at \$60 USD and “T100M w/o stand Vac PUMP used” at \$26.25 to FERAS DIRI.

ll. On or about March 5, 2011, MOAWEA DERI sent a message to HAROLD RINKO informing “I have advised the bank to send you the payment and they will transfer the payment on Monday morning.”

mm. On or about March 7, 2011, “Mouawiya Dairy Born 1978” caused the wire transfer of \$2,031.00 to HAROLD RINKO from a bank in Lebanon for “value of industrial machine spare parts.”

MAGNETIC STIRRERS

nn. On or about March 31, 2011, MOAWEA DERI communicated with HAROLD RINKO requesting a price quote for magnetic stirrers and directing HAROLD RINKO to a specific internet link for information about the stirrer.

oo. On or about March 31, 2011, HAROLD RINKO sent MOAWEA DERI a price quote of \$549 USD for the Magnetic stirrers, part #3581201.

pp. On or about April 3, 2011, MOAWEA DERI communicated with HAROLD RINKO informing “[w]e got the good price for some in USA for Magnetic stirrer,” of \$390 each; asking “please contact” the distributor; and noting “you can 10% for you in the invoice.”

qq. On or about April 25, 2011, HAROLD RINKO prepared invoice # 2038

reflecting the purchase of 8 "C-MAG HS 7 Magnetic Stirrer" for a total price of \$4,490.

rr. On or about May 2, 2011, "Imad Mahmoud Al-Bitar" caused the wire transfer of \$4,465 USD to HAROLD RINKO for "value of Magnetic stirrer inv. No. 2038 DD April 25/2011."

ALLISON TRANSMISSION

ss. On or about June 5, 2011, MOAWEA DERI communicated with HAROLD RINKO asking "[c]an you please send your best price for Allison transmission" and further indicated, "Serial No. CLT7542510236909/CLT754DB29523274 for Cardweel XJ250P workover rig."

tt. On or about July 7, 2011, AHMAD FERAS DIRI discussed with HAROLD RINKO how best to obtain items from the U.S. for sale to customers in Syria.

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

THE GRAND JURY FURTHER CHARGES:

COUNTS 2 THROUGH 7

22. Paragraphs 1 through 21 of this Indictment are re-alleged in these Counts, as if fully set forth herein.

THE SCHEME

23. From in or about 2007 to on about the date of this Indictment, defendants

HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI CONTRACTING & TRADING

devised and intended to devise a scheme to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

24. The defendants **HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI CONTRACTING & TRADING** would purchase items from Global Parts Supply, an export business operating in Susquehanna County, Middle District of Pennsylvania, and request that Global Parts Supply provide false information about the end-user to the U.S. supplier of the items thereby obtaining money and property

through false pretences; and,

25. On or about the dates listed as to each count below, within the Middle District of Pennsylvania and elsewhere, the defendants,

HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI CONTRACTING & TRADING

aiding and abetting each other, and aided and abetted by each other, for the purpose of executing the scheme described above, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

<u>COUNT</u>	<u>DATE</u>	<u>DESCRIPTION</u>
2	8/25/2008	AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI) requested a quote for a "DRAEGER IMS."
3	9/18/2008	AHMAD FERAS DIRI (AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI), caused a wire transfer of funds to be deposited into Global Parts Supply's, People National Bank account number 17307.
4	9/25/2008	AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI), requested Global Parts Supply to reduce the value of the shipped items listed on the invoice by approximately half the true value, and to name "MR ESSAM ASSAD" as the recipient.

- 5 11/7/2010 **MOAWEA DERI (a/k/a MOAWEA DIRI, M. DERI, MOAYA DEERI)** introduced himself to Harold Rinko, as the brother of Feras Diri, and requested among other items, a price quote for a “Drager X-am 7000.”
- 6 12/1/2010 **MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI)** requested Global Parts Supply to prepare an invoice with “EPDM Polycarbonate Lens” among other items, together with the cost to ship the goods to “Basement, 49 Woodland Rise, Muswell Hill, N10 3UN, United Kingdom.”
- 7 12/9/2010 **MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI),** wrote “Dear Harold, I change your invoice to what we want and send it back to you. Can you please send the Invoice with the mask and test tube.” to email account glbparts@epix.net.

All in violation of Title 18 of the United States Code, Sections 1343 and 2 and Pinkerton v. United States, 328 U.S. 640, 66 S.Ct. 1180, 90 L.Ed. 1489 (1946) (Pinkerton liability).

THE GRAND JURY FURTHER CHARGES:

COUNTS 8 THROUGH 10

26. Paragraphs 1 through 25 of this Indictment are re-alleged in this Count, as if fully set forth.

27. On or about the dates listed as to each count below, within the Middle District of Pennsylvania and elsewhere, the defendants,

HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI CONTRACTING & TRADING

aiding and abetting each other, and aided and abetted each other, fraudulently and knowingly received, concealed, bought, sold, and facilitated the transportation, concealment, and sale of merchandize, articles and objects, specified below, prior to exportation, knowing the same to be intended for exportation contrary to law and regulation of the United States, that is, Title 50 United States Code, Section 1705 and Title 15, Code of Federal Regulations, Sections 746.9 and 764.2.

<u>COUNT</u>	<u>DATE</u>	<u>Merchandise</u>
8	September 18, 2008	Draeger Safety Multi-IMS Analyzer Kit
9	January 29, 2009	ChemPro Handheld Chemical Detector
10	December 22, 2012	10 Draeger X-am 7--- masks

All in violation of Title 18 of the United States Code, Section 554 and 2 and Pinkerton v. United States, 328 U.S. 640, 66 S.Ct. 1180, 90 L.Ed. 1489 (1946) (Pinkerton liability).

THE GRAND JURY FURTHER CHARGES:

COUNTS 11 THROUGH 13

28. Paragraphs 1 through 27 this Indictment are re-alleged in this Count, as if fully set forth.

29. On or about the dates listed as to each count below, within the Middle of Pennsylvania and elsewhere, the Defendants,

HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI CONTRACTING & TRADING

aiding and abetting each other, and aided and abetted by each other did knowingly and willfully export, attempt to export and transship Commerce Controlled items, specified below, from the United States to Syria without first obtaining an export license from the Department of Commerce,

<u>COUNT</u>	<u>DATE</u>	<u>Merchandise</u>
11	September 18, 2008	Draeger Safety Multi-IMS Analyzer Kit
12	January 29, 2009	ChemPro Handheld Chemical Detector
13	December 22, 2010	10 Draeger X-am 7--- masks

In violation of Title 50, United States Code, Section 1705 and, Title 15, Code of Federal Regulations, Sections 746.9 and 764.2; and, Title 18, United States Code, Section 2; and Pinkerton v. United States, 328 U.S. 640, 66 S.Ct. 1180, 90 L.Ed. 1489 (1946) (Pinkerton

THE GRAND JURY FURTHER CHARGES:

COUNTS 14 THROUGH 19

30. Paragraphs 1 through 29 of this Indictment are re-alleged in this Count, as if fully set forth,

31. On or about the dates listed as to each count below, within the Middle District of Pennsylvania and elsewhere, the Defendants,

HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI CONTRACTING & TRADING

did transmit, transfer and attempt to transmit and transfer funds, in the amounts as specified below, said amounts being approximate, from a place outside the United States as specified for each count below to a place in the United States, that is Hallstead, Pennsylvania, with the intent to promote the carrying on of a specified unlawful activity, that is, Title 18, United States Code, Section 554, exporting from the United States merchandise, articles and objects contrary to law, and Title 50, United States Code, Section 1705, International Emergency Economic Powers Act and Title 15, Code of Federal Regulations, Sections 746.9 and 764.2.

<u>COUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>FROM</u>
14	September 18, 2008	\$15,854 USD	Lebanon
15	January 16, 2009	\$18,349 USD	Lebanon

16	December 6, 2010	\$1,549USD	Lebanon
17	December 9, 2010	\$2,860 USD	Lebanon
18	March 7, 2011	\$2,031 USD	Lebanon
19	May 2, 2011	\$4,465 USD	Jordan

In violation of Title 18, United States Code, Sections 1956(a)(2)(A) and 2.

THE GRAND JURY FURTHER CHARGES:

COUNTS 20 THROUGH 21

32. Paragraphs 1 through 31 of this Indictment are re-alleged in this Count, as if fully set forth.

33. On or about the dates listed as to each count below, in the Middle District of Pennsylvania and elsewhere, the Defendants,

HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI CONTRACTING & TRADING

did wilfully and knowingly make and cause to be made a materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of a department or agency of the United States, i.e., the United States Departments of Commerce and Homeland Security by providing false values and false ultimate consignees and end-users in filings and submissions to the AES and in SEDs. The statements and representations were false because, as the Defendants then and there knew, the value and ultimate consignee and end-user were other than actually stated.

<u>COUNT</u>	<u>DATE</u>	<u>False value</u>	<u>False destination</u>	<u>True destination</u>
20	10/08/2008	\$4,414	UAE	Syria
21	02/12/2009	\$5,846	UAE	Syria

In violation of Title 18, United States Code, Section 1001 and 2.

THE GRAND JURY FURTHER CHARGES:

FORFEITURE ALLEGATION

(18 U.S.C. § 981(a)(1)(C) & 28 U.S.C. § 2461(c)

34. The allegations contained in Counts 1 through 33 of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

35. Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), upon conviction of a conspiracy to violate Title 18, United States Code, Sections 554, 1343 and 1956 , in violation of Title 18, United States Code, Section 371, the defendants,

**HAROLD RINKO; AHMAD FERAS DIRI (a/k/a AHMAD FERAS SOLEMAN DIRI, FERAS DIRI, FERAS DERI, FERAS SOLEMAN DIRI); MOAWEA DERI (a/k/a/ MOAWEA DIRI, M. DERI, MOAYA DEERI); and, d-DERI
CONTRACTING & TRADING**

shall forfeit to the United States of America any property, real or personal, which constitutes or is derived from proceeds traceable to said violation(s). The property to be forfeited includes, but is not limited to, the following:

a. United States currency in the amount of \$45,698.00 and all interest and proceeds traceable thereto, in that such sum in the aggregate is property which was involved in the aforestated offenses and is traceable to such property, in violation of Title 18, United States Code, Section 1343 and/or 371.

36. If any of the property described above, as a result of any act or omission

of the defendant[s]:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided

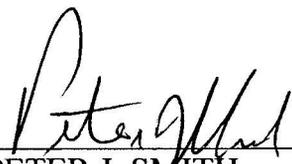
without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981.

TRUE BILL

A large black rectangular redaction covers the signature of the defendant.

Date:



PETER J. SMITH
United States Attorney