

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

Ericsson de Panama S.A.
P.H. Torres de Las Americas, Punta Darien
Tower C, Floor 21
Panama

Respondent

ORDER RELATING TO
ERICSSON DE PANAMA S.A.

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has notified Ericsson de Panama S.A., of Panama City, Panama (“Ericsson de Panama”), of its intention to initiate an administrative proceeding against Ericsson de Panama pursuant to Section 766.3 of the Export Administration Regulations (the “Regulations”),¹ and Section 13(c) of the Export Administration Act of 1979, as amended (the “Act”),² through the issuance of a Proposed Charging Letter to Ericsson de Panama that alleges that Ericsson de Panama committed 262 violations of the Regulations. Specifically, the charges are:

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2011). The charged violations occurred in 2004-2007. The Regulations governing the violations at issue are found in the 2004-2007 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2011 Regulations set forth the procedures that apply to this matter.

² 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 12, 2011 (76 Fed. Reg. 50,661 (Aug. 16, 2011)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.*).

Charges 1 - 138 15 C.F.R. § 764.2(h) – Evasion

On 138 occasions between on or about January 7, 2004 through on or about December 11, 2006, Ericsson de Panama took action with the intent to evade the Regulations. On each of these occasions, Ericsson de Panama implemented a scheme that it had developed to bring about the export from the United States to Cuba of items subject to the Regulations. Ericsson de Panama knew that exports from the United States to Cuba were unlawful because it had been informed by its parent company of the embargo placed on Cuba by the United States, and was instructed that no Ericsson employee in the United States could take part in a transaction involving an embargoed country.

The items that were exported from the United States to Cuba under Ericsson de Panama's scheme were repair and replacement items valued at approximately \$169,000, and were classified under Export Control Classification Numbers ("ECCN") 5A002 (controlled for National Security, Anti-Terrorism and Encryption reasons), 4A994, 5A991, 5B991 (controlled for Anti-Terrorism reasons), and designated EAR99.³ Pursuant to Section 746.2 of the Regulations, a license was required to export these items from the United States to Cuba.

Specifically, Ericsson de Panama received items from its customer in Cuba, Empresa de Telecomunicaciones de Cuba, S.A., that needed repair. When Ericsson de Panama received the items from Cuba, it repackaged them to remove Cuba markings from the packaging and falsified paperwork associated with the items to make it appear to the Ericsson, Inc. repair center in the United States that the equipment belonged to a non-Cuban entity. Ericsson de Panama then shipped the equipment to Ericsson, Inc. in the United States for repair or replacement. Because of the false paperwork and other steps taken by Ericsson de Panama, Ericsson, Inc. was unaware that the items it was repairing or providing replacement parts for had originated in Cuba and were destined for Cuba. Ericsson, Inc. repaired or replaced the items and transshipped them through Ericsson de Panama in Panama to Cuba. In so doing, Ericsson de Panama committed 138 violations of Section 764.2(h) of the Regulations.

Charges 139 - 261 15 C.F.R. § 764.2(b) – Causing, Aiding or Abetting an Act Prohibited by the Regulations

On or about January 19, 2004 through on or about February 28, 2006, Ericsson de Panama, caused, aided, or abetted acts prohibited by the Regulations. Specifically, Ericsson de Panama arranged for the transshipment of items described in greater detail in Charges 1-123, above, and subject to the Regulations, from Ericsson, Inc., a corporate affiliate in the United States, through Panama to Cuba without the required licenses. The transshipped items were valued at approximately \$151,000, classified under ECCNs 5A002 (controlled for National Security, Anti-Terrorism and Encryption reasons), 4A994,

³ EAR99 is a designation for items subject to the Regulations but not listed on the Commerce Control List. 15 C.F.R. § 734.3(c) (2011).

5A991, 5B991 (controlled for Anti-Terrorism reasons), and designated EAR99. Specifically, Ericsson de Panama arranged for items belonging to its customer, Empresa de Telecomunicaciones de Cuba, S.A., and which had been repaired by Ericsson, Inc.'s repair center in the United States, to be transshipped by Ericsson, Inc. from the United States through Panama to Cuba. Pursuant to Section 746.2 of the Regulations, a license was required to export these items from the United States to Cuba. In so doing, Ericsson de Panama committed 123 violations of Section 764.2(b) of the Regulations.

**Charge 262 15 C.F.R. § 764.2(a) – Unlicensed Reexport of
Telecommunications Equipment to Cuba**

On one occasion on or about July 30, 2007, Ericsson de Panama engaged in conduct prohibited by the Regulations when it reexported telecommunications equipment subject to the Regulations, valued at \$478, and designated EAR99, from Panama to Cuba without the Department of Commerce license required by Section 746.2 of the Regulations. In so doing, Ericsson de Panama committed one violation of Section 764.2(a) of the Regulations.

WHEREAS, BIS and Ericsson de Panama have entered into a Settlement Agreement pursuant to Section 766.18(a) of the Regulations, whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein; and

WHEREAS, I have approved of the terms of such Settlement Agreement;

IT IS THEREFORE ORDERED:

FIRST, Ericsson de Panama shall be assessed a civil penalty in the amount of \$1,753,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of the Order.

SECOND, that, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2000)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified herein, Ericsson de Panama will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD Ericsson de Panama, in conjunction with the Trade Compliance Operations Group for its ultimate parent company and its ultimate parent company's other subsidiaries and affiliates, shall complete an external export compliance audit as set forth in this Paragraph. An unaffiliated third-party consultant with expertise in U.S. export control laws and regulations, including laws and regulations relating to the U.S. embargo of Cuba, shall conduct an audit of compliance with U.S. export control laws and regulations (including recordkeeping requirements). The audit shall cover any transactions that involve the export or reexport of items subject to U.S. export control laws and regulations to Cuba by or on behalf of Ericsson de Panama, its ultimate parent company, or any of its ultimate parent company's other subsidiaries or affiliates. The audit shall cover the period of January 1, 2012 through December 31, 2012, and shall be in substantial compliance with the EMS sample audit module, and shall include an assessment of compliance with U.S. export control laws and regulations by Ericsson de Panama, its ultimate parent company and any of its ultimate parent company's other subsidiaries and affiliates, with respect to transactions subject to such laws and regulations and involving Cuba. The EMS sample audit module is available on the BIS web site at http://www.bis.doc.gov/complianceandenforcement/revised_emcp_audit.pdf. The results of the audit, including any relevant supporting materials, shall be due and shall be submitted by January 31, 2013, to the Department of Commerce, Bureau of Industry and Security, Office of Export Enforcement, Room 622, 525 South Griffin Street, Dallas, TX 75202 ("BIS Dallas Field Office"). In addition, where said audit identifies actual or potential violations of the Regulations, Ericsson de Panama and the Trade Compliance Operations Group shall promptly provide copies of the pertinent air

waybills and other export control documents and supporting documentation to the BIS Dallas Field Office.

FOURTH, that the full and timely payment of the civil penalty in accordance with the payment schedule set forth above and the completion and submission of the audit as set forth above are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Ericsson de Panama. Accordingly, if Ericsson de Panama should fail to pay the civil penalty in a full and timely manner or complete and submit the audit, the undersigned may issue an Order denying all of Ericsson de Panama's export privileges under the Regulations for a period of one year from the date of failure to make such payment or to complete or submit the audit.

FIFTH, that the Proposed Charging Letter, the Settlement Agreement, and this Order shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.


David W. Mills
Assistant Secretary of Commerce
for Export Enforcement

Issued this 24th day of May, 2012.

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

Ericsson de Panama, S.A.
P.H. Torres de Las Americas, Punta Darien
Tower C, Floor 21
Panama

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Ericsson de Panama S.A., of Panama City, Panama (“Ericsson de Panama”), and the Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) (collectively, the “Parties”), pursuant to Section 766.18(a) of the Export Administration Regulations (the “Regulations”),¹ issued pursuant to the Export Administration Act of 1979, as amended (the “Act”).²

WHEREAS, Ericsson de Panama filed a voluntary self-disclosure with BIS’s Office of Export Enforcement in accordance with Section 764.5 of the Regulations concerning the transactions at issue herein;

WHEREAS, BIS has notified Ericsson de Panama of its intentions to initiate an administrative proceeding against Ericsson de Panama, pursuant to the Act and the Regulations;

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2011). The charged violations occurred in 2004-2007. The Regulations governing the violations at issue are found in the 2004-2007 versions of the Code of Federal Regulations (15 C.F.R. Parts 730-774). The 2011 Regulations set forth the procedures that apply to this matter.

² 50 U.S.C. app. §§ 2401-2420 (2000). Since August 21, 2001, the Act has been in lapse and the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 12, 2011 (76 Fed. Reg. 50,661 (Aug. 16, 2011)), has continued the Regulations in effect under the International Emergency Economic Powers Act (50 U.S.C. § 1701, *et seq.*).

WHEREAS, BIS has issued a Proposed Charging Letter to Ericsson de Panama that alleges that Ericsson de Panama committed 262 violations of the Regulations, specifically:

Charges 1 - 138 15 C.F.R. § 764.2(h) – Evasion

On 138 occasions between on or about January 7, 2004 through on or about December 11, 2006, Ericsson de Panama took action with the intent to evade the Regulations. On each of these occasions, Ericsson de Panama implemented a scheme that it had developed to bring about the export from the United States to Cuba of items subject to the Regulations. Ericsson de Panama knew that exports from the United States to Cuba were unlawful because it had been informed by its parent company of the embargo placed on Cuba by the United States, and was instructed that no Ericsson employee in the United States could take part in a transaction involving an embargoed country.

The items that were exported from the United States to Cuba under Ericsson de Panama's scheme were repair and replacement items valued at approximately \$169,000, and were classified under Export Control Classification Numbers ("ECCN") 5A002 (controlled for National Security, Anti-Terrorism and Encryption reasons), 4A994, 5A991, 5B991 (controlled for Anti-Terrorism reasons), and designated EAR99.³ Pursuant to Section 746.2 of the Regulations, a license was required to export these items from the United States to Cuba.

Specifically, Ericsson de Panama received items from its customer in Cuba, Empresa de Telecomunicaciones de Cuba, S.A., that needed repair. When Ericsson de Panama received the items from Cuba, it repackaged them to remove Cuba markings from the packaging and falsified paperwork associated with the items to make it appear to the Ericsson, Inc. repair center in the United States that the equipment belonged to a non-Cuban entity. Ericsson de Panama then shipped the equipment to Ericsson, Inc. in the United States for repair or replacement. Because of the false paperwork and other steps taken by Ericsson de Panama, Ericsson, Inc. was unaware that the items it was repairing or providing replacement parts for had originated in Cuba and were destined for Cuba. Ericsson, Inc. repaired or replaced the items and transshipped them through Ericsson de Panama in Panama to Cuba. In so doing, Ericsson de Panama committed 138 violations of Section 764.2(h) of the Regulations.

Charges 139 - 261 15 C.F.R. § 764.2(b) – Causing, Aiding or Abetting an Act Prohibited by the Regulations

On or about January 19, 2004 through on or about February 28, 2006, Ericsson de Panama, caused, aided, or abetted acts prohibited by the Regulations. Specifically, Ericsson de Panama arranged for the transshipment of items described in greater detail in Charges 1-123, above, and subject to the Regulations, from Ericsson, Inc., a corporate affiliate in the United States, through Panama to Cuba without the required licenses. The transshipped items were valued at approximately \$151,000, classified under ECCNs 5A002 (controlled for National Security, Anti-

³ EAR99 is a designation for items subject to the Regulations but not listed on the Commerce Control List. 15 C.F.R. § 734.3(c) (2011).

Terrorism and Encryption reasons), 4A994, 5A991, 5B991 (controlled for Anti-Terrorism reasons), and designated EAR99. Specifically, Ericsson de Panama arranged for items belonging to its customer, Empresa de Telecomunicaciones de Cuba, S.A., and which had been repaired by Ericsson, Inc.'s repair center in the United States, to be transhipped by Ericsson, Inc. from the United States through Panama to Cuba. Pursuant to Section 746.2 of the Regulations, a license was required to export these items from the United States to Cuba. In so doing, Ericsson de Panama committed 123 violations of Section 764.2(b) of the Regulations.

Charge 262 15 C.F.R. § 764.2(a) – Unlicensed Reexport of Telecommunications Equipment to Cuba

On one occasion on or about July 30, 2007, Ericsson de Panama engaged in conduct prohibited by the Regulations when it reexported telecommunications equipment subject to the Regulations, valued at \$478, and designated EAR99, from Panama to Cuba without the Department of Commerce license required by Section 746.2 of the Regulations. In so doing, Ericsson de Panama committed one violation of Section 764.2(a) of the Regulations.

WHEREAS, Ericsson de Panama has reviewed the Proposed Charging Letter and is aware of the allegations made against it and the administrative sanctions that could be imposed against it if the allegations are found to be true;

WHEREAS, Ericsson de Panama fully understands the terms of this Agreement and the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement will issue if he approves this Agreement as the final resolution of this matter;

WHEREAS, Ericsson de Panama enters into this Agreement voluntarily and with full knowledge of its rights, after having consulted with counsel;

WHEREAS, Ericsson de Panama states that no promises or representations have been made to it other than the agreements and considerations herein expressed;

WHEREAS, Ericsson de Panama neither admits nor denies the allegations contained in the Proposed Charging Letter;

WHEREAS, Ericsson de Panama wishes to settle and dispose of all matters alleged in the Proposed Charging Letter by entering into this Agreement; and

WHEREAS, Ericsson de Panama agrees to be bound by the Order, if issued;

NOW THEREFORE, the Parties hereby agree, for purposes of this Settlement Agreement, as follows:

1. BIS has jurisdiction over Ericsson de Panama, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.
2. The following sanctions shall be imposed against Ericsson de Panama in complete settlement of the alleged violations of the Regulations relating to the transactions specifically detailed in the Proposed Charging Letter:

- a. Ericsson de Panama shall be assessed a civil penalty in the amount of \$1,753,000, the payment of which shall be made to the U.S. Department of Commerce within 30 days of the date of the Order. Payment shall be made in the manner specified in the attached instructions.

- b. Ericsson de Panama, in conjunction with the Trade Compliance Operations Group for its ultimate parent company and its ultimate parent company's other subsidiaries and affiliates, shall complete an external export compliance audit as set forth in this Paragraph. An unaffiliated third-party consultant with expertise in U.S. export control laws and regulations, including laws and regulations relating to the U.S. embargo of Cuba, shall conduct an audit of compliance with U.S. export control laws and regulations (including recordkeeping requirements). The audit shall cover any transactions that involve the export or reexport of items subject to U.S. export control laws and regulations to Cuba by or on behalf of Ericsson de Panama, its ultimate parent company, or any of its ultimate parent company's other subsidiaries or affiliates. The audit shall cover the period of January 1, 2012 through December 31, 2012, and shall be in substantial compliance with the EMS sample audit module, and shall include an

assessment of compliance with U.S. export control laws and regulations by Ericsson de Panama, its ultimate parent company and any of its ultimate parent company's other subsidiaries and affiliates, with respect to transactions subject to such laws and regulations and involving Cuba. The EMS sample audit module is available on the BIS web site at http://www.bis.doc.gov/complianceandenforcement/revise_emcp_audit.pdf. The results of the audit, including any relevant supporting materials, shall be due and shall be submitted by January 31, 2013, to the Department of Commerce, Bureau of Industry and Security, Office of Export Enforcement, Room 622, 525 South Griffin Street, Dallas, TX 75202 ("BIS Dallas Field Office"). In addition, where said audit identifies actual or potential violations of the Regulations, Ericsson de Panama and the Trade Compliance Operations Group shall promptly provide copies of the pertinent air waybills and other export control documents and supporting documentation to the BIS Dallas Field Office.

c. The full and timely payment of the civil penalty agreed to in Paragraph 2.a, and the timely completion and submission of the audit in Paragraph 2.b, are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Ericsson de Panama. Failure to make full and timely payment of the civil penalty or to complete and submit the audit, may result in the denial of all of Ericsson de Panama's export privileges under the Regulations for one year from the date of the failure to make such payment.

3. Subject to the approval of this Agreement pursuant to Paragraph 8 hereof, Ericsson de Panama hereby waives all rights to further procedural steps in this matter (except with respect to any alleged violations of this Agreement or the Order, if issued), including,

without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; (b) request a refund of any civil penalty paid pursuant to this Agreement and the Order, if issued; and (c) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Ericsson de Panama also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Act or the Regulations arising out of the transactions identified in the Proposed Charging Letter or in connection with collection of the civil penalty or enforcement of this Agreement and the Order, if issued, from the date of the Order until the later of the date Ericsson de Panama pays in full the civil penalty agreed to in Paragraph 2.a of this Agreement, or has completed and submitted the audit in Paragraph 2.b.

4. Ericsson de Panama shall not take any action or make or permit to be made any public statement, directly or indirectly, denying the allegations in the Proposed Charging Letter or the Order. The foregoing does not affect Ericsson de Panama's testimonial obligations in any proceeding, nor does it affect its right to take legal or factual positions in civil litigation or other civil proceedings in which the U.S. Department of Commerce is not a party.

5. BIS agrees that upon full and timely payment of the civil penalty as set forth in Paragraph 2.a above and completion and submission of the audit in Paragraph 2.b, BIS will not initiate any further administrative proceeding against Ericsson de Panama in connection with any violation of the Act or the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

6. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of Commerce for Export Enforcement pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement



in any administrative or judicial proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

7. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if issued; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.

8. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement approves it by issuing the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record.

9. BIS will make the Proposed Charging Letter, this Agreement, and the Order, if issued, available to the public.



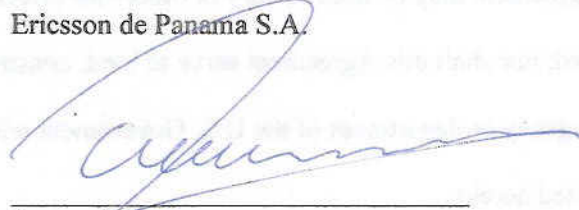
10. Each signatory affirms that he has authority to enter into this Settlement Agreement and to bind his respective party to the terms and conditions set forth herein.

BUREAU OF INDUSTRY AND
SECURITY
U.S. DEPARTMENT OF COMMERCE



Douglas R. Hassebrock
Director of Export Enforcement

Ericsson de Panama S.A.



Jurgen Arts
President Director of Ericsson de Panama S.A

Date: 21 May 2012

Date: 11-May-2012

Reviewed and approved by:



Edward L. Rubinoff, Esq.
Akin Gump Strauss Hauer & Feld LLP
Counsel for Ericsson de Panama

Date: May 17, 2012

PROPOSED CHARGING LETTER

REGISTERED MAIL - RETURN RECEIPT REQUESTED

Ericsson de Panama S.A.
P.H. Torres de Las Americas, Punta Darien
Tower C, Floor 21
Panama

Attention. Jorge Aguiar Nuñez - Head of Customer Unit North

Dear Mr. Nuñez:

The Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), has reason to believe that Ericsson de Panama S.A., of Panama City, Panama ("Ericsson de Panama"), committed 262 violations of the Export Administration Regulations (the "Regulations"),¹ which are issued under the authority of the Export Administration Act of 1979, as amended (the "Act").² Specifically, BIS charges that Ericsson de Panama committed the following violations:

Charges 1 - 138 15 C.F.R. § 764.2(h) – Evasion

As further described in the attached Schedule of Violations, which is incorporated herein by reference, on 138 occasions between on or about January 7, 2004 through on or about December 11, 2006, Ericsson de Panama took action with the intent to evade the Regulations. On each of these occasions, Ericsson de Panama implemented a scheme that it had developed to bring about the export from the United States to Cuba of items subject to the Regulations. Ericsson de Panama knew that exports from the United States to Cuba were unlawful because it had been informed by its parent company of the embargo placed on Cuba by the United States, and was instructed that no Ericsson employee in the United States could take part in a transaction involving an embargoed country.

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730-774 (2011). The violations charged occurred between 2004 and 2007. The Regulations governing the violations at issue are found in the 2004-2007 versions of the Code of Federal Regulations. *See* 15 C.F.R. Parts 730-774 (2004-2007). The 2011 Regulations govern the procedural aspects of this case.

² 50 U.S.C. app. §§ 2401- 2420 (2000). Since August 21, 2001 the Act has been in lapse. However, the President, through Executive Order 13222 of August 17, 2001 (3 C.F.R., 2001 Comp. 783 (2002)), which has been extended by successive Presidential Notices, the most recent being that of August 12, 2010 (75 Fed. Reg. 50,681 (Aug. 16, 2010)), has continued the Regulations in effect under International Emergency Economic Powers Act (50 U.S.C. § 1701 *et seq.*).

The items that were exported from the United States to Cuba under Ericsson de Panama's scheme were repair and replacement items valued at approximately \$169,000, and were classified under Export Control Classification Numbers ("ECCN") 5A002 (controlled for National Security, Anti-Terrorism and Encryption reasons), 4A994, 5A991, 5B991 (controlled for Anti-Terrorism reasons), and designated EAR99.³ Pursuant to Section 746.2 of the Regulations, a license was required to export these items from the United States to Cuba.

Specifically, Ericsson de Panama received items from its customer in Cuba, Empresa de Telecomunicaciones de Cuba, S.A., that needed repair. When Ericsson de Panama received the items from Cuba, it repackaged them to remove Cuba markings from the packaging and falsified paperwork associated with the items to make it appear to the Ericsson, Inc. repair center in the United States that the equipment belonged to a non-Cuban entity. Ericsson de Panama then shipped the equipment to Ericsson, Inc. in the United States for repair or replacement. Because of the false paperwork and other steps taken by Ericsson de Panama, Ericsson, Inc. was unaware that the items it was repairing or providing replacement parts for had originated in Cuba and were destined for Cuba. Ericsson, Inc. repaired or replaced the items and transshipped them through Ericsson de Panama in Panama to Cuba. In so doing, Ericsson de Panama committed 138 violations of Section 764.2(h) of the Regulations.

Charges 139 - 261 15 C.F.R. § 764.2(b) – Causing, Aiding or Abetting an Act Prohibited by the Regulations

As described in greater detail in the attached Schedule of Violations, which is incorporated herein by reference, on or about January 7, 2004 through on or about February 28, 2006, Ericsson de Panama, caused, aided, or abetted acts prohibited by the Regulations. Specifically, Ericsson de Panama arranged for the transshipment of items described in greater detail in Charges 1-123, above, and subject to the Regulations, from Ericsson, Inc., a corporate affiliate in the United States, through Panama to Cuba without the required licenses. The transshipped items were valued at approximately \$151,000, classified under ECCNs 5A002 (controlled for National Security, Anti-Terrorism and Encryption reasons), 4A994, 5A991, 5B991 (controlled for Anti-Terrorism reasons), and designated EAR99. Specifically, Ericsson de Panama arranged for items belonging to its customer, Empresa de Telecomunicaciones de Cuba, S.A., and which had been repaired by Ericsson, Inc.'s repair center in the United States, to be transshipped by Ericsson, Inc. from the United States through Panama to Cuba. Pursuant to Section 746.2 of the Regulations, a license was required to export these items from the United States to Cuba. In so doing, Ericsson de Panama committed 123 violations of Section 764.2(b) of the Regulations.

³ EAR99 is a designation for items subject to the Regulations but not listed on the Commerce Control List. 15 C.F.R. § 734.3(c) (2011).

**Charge 262 15 C.F.R. § 764.2(a) – Unlicensed Reexport of
Telecommunications Equipment to Cuba**

As further described in the attached Schedule of Violations, which is incorporated herein by reference, on one occasion on or about July 30, 2007, Ericsson de Panama engaged in conduct prohibited by the Regulations when it reexported telecommunications equipment subject to the Regulations, valued at \$478, and designated EAR99, from Panama to Cuba without the Department of Commerce license required by Section 746.2 of the Regulations. In so doing, Ericsson de Panama committed one violation of Section 764.2(a) of the Regulations.

* * * * *

Accordingly, Ericsson de Panama is hereby notified that an administrative proceeding is instituted against Ericsson de Panama pursuant to Section 13(c) of the Act and Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of \$250,000 per violation, or twice the value of the transaction that is the basis of the violation;⁴
- Denial of export privileges; and/or
- Exclusion from practice before BIS.

If Ericsson de Panama fails to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. *See* 15 C.F.R. §§ 766.6 and 766.7 (2011). If Ericsson de Panama defaults, the Administrative Law Judge may find the charges alleged in this letter to be true without a hearing or further notice to Ericsson de Panama. The Under Secretary of Commerce for Industry and Security may then impose up to the maximum penalty based on the charge in this letter.

Ericsson de Panama is further notified that it is entitled to an agency hearing on the record if it files a written demand for one with its answer. *See* 15 C.F.R. § 766.6 (2011). Ericsson de Panama is also entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. 15 C.F.R. §§ 766.3(a) and 766.4 (2011).

Ericsson de Panama is additionally notified that under the Small Business Regulatory Enforcement Flexibility Act, it may be eligible for assistance from the Office of the

⁴ *See* International Emergency Economic Powers Enhancement Act of 2007, Pub. L. No. 110-96, 121 Stat. 1011 (2007).

National Ombudsman of the Small Business Administration in this matter. To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

The Regulations provide for settlement without a hearing. *See* 15 C.F.R. § 766.18 (2011). Should Ericsson de Panama have a proposal to settle this case, Ericsson de Panama or its representative should transmit it through the attorney representing BIS, who is named below.

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, Ericsson de Panama's answer must be filed in accordance with the instructions in Section 766.5(a) of the Regulations with:

U.S. Coast Guard ALJ Docketing Center
40 S. Gay Street
Baltimore, Maryland 21202-4022

In addition, a copy of Ericsson de Panama's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security
Attention: Elias Wolfberg, Esq.
Room H-3839
United States Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Elias Wolfberg is the attorney representing BIS in this case; any communications that Ericsson de Panama may wish to have concerning this matter should occur through him. Mr. Wolfberg may be contacted by telephone at (202) 482-5301.

Sincerely,

Douglas R. Hassebrock
Director
Office of Export Enforcement

**Schedule of Violations
Ericsson de Panama S.A.**

Charge No(s).		Export Date	Destination	ECCN	Total Value of Export	Violations
1	139	1/7/2004	Cuba	EAR99	\$414.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
2	140	1/12/2004	Cuba	EAR99	\$1,323.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
3	141	1/14/2004	Cuba	EAR99	\$420.12	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
4	142	1/16/2004	Cuba	EAR99	\$1,294.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
5	143	1/19/2004	Cuba	5A991	\$358.56	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
6	144	1/20/2004	Cuba	5A991	\$1,380.24	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
7	145	1/26/2004	Cuba	5A991	\$183.60	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
8	146	1/27/2004	Cuba	5A991	\$183.60	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
9	147	1/28/2004	Cuba	EAR99	\$722.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
10	148	2/5/2004	Cuba	5A002	\$1,169.64	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
11	149	2/9/2004	Cuba	5A002	\$422.40	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
12	150	2/23/2004	Cuba	5A991	\$576.72	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
13	151	3/16/2004	Cuba	5A991	\$1,874.10	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
14	152	3/17/2004	Cuba	EAR99	\$5,365.44	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
15	153	3/18/2004	Cuba	EAR99	\$492.33	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
16	154	3/19/2004	Cuba	5A991; EAR99	\$1,333.80	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
17	155	3/25/2004	Cuba	EAR99; 5A991	\$1,468.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
18	156	3/26/2004	Cuba	EAR99	\$1,031.40	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
19	157	3/28/2004	Cuba	5A991; EAR99	\$1,724.37	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
20	158	3/29/2004	Cuba	EAR99	\$755.25	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
21	159	3/30/2004	Cuba	EAR99	\$2,292.84	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
22	160	4/5/2004	Cuba	5A991	\$2,084.40	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)

**Schedule of Violations
Ericsson de Panama S.A.**

Charge No(s).		Export Date	Destination	ECCN	Total Value of Export	Violations
23	161	4/6/2004	Cuba	EAR99	\$577.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
24	162	4/8/2004	Cuba	5A991	\$713.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
25	163	4/12/2004	Cuba	EAR99; 5A991	\$1,021.10	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
26	164	5/14/2004	Cuba	EAR99; 5A991	\$524.10	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
27	165	5/20/2004	Cuba	EAR99	\$870.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
28	166	6/10/2004	Cuba	5A991	\$696.74	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
29	167	6/11/2004	Cuba	5A991	\$203.37	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
30	168	6/14/2004	Cuba	5A991	\$203.37	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
31	169	6/16/2004	Cuba	EAR99	\$399.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
32	170	6/18/2004	Cuba	EAR99	\$657.92	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
33	171	6/20/2004	Cuba	5A991; EAR99	\$365.42	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
34	172	6/25/2004	Cuba	EAR99; 5A991; 5A002	\$2,616.83	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
35	173	6/28/2004	Cuba	5A991; EAR99	\$2,025.10	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
36	174	7/9/2004	Cuba	5A002	\$632.10	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
37	175	7/21/2004	Cuba	EAR99; 5A991	\$1,429.65	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
38	176	8/9/2004	Cuba	EAR99	\$382.52	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
39	177	8/26/2004	Cuba	EAR99	\$1,249.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
40	178	9/20/2004	Cuba	EAR99	\$1,133.53	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
41	179	10/4/2004	Cuba	EAR99	\$3,072.47	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
42	180	10/6/2004	Cuba	EAR99	\$688.41	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
43	181	11/2/2004	Cuba	EAR99; 5A991	\$1,121.40	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)

**Schedule of Violations
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Charge No(s).		Export Date	Destination	ECCN	Total Value of Export	Violations
44	182	11/11/2004	Cuba	5A002	\$2,490.40	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
45	183	11/12/2004	Cuba	5A991; 5A002	\$1,559.79	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
46	184	11/15/2004	Cuba	EAR99	\$564.89	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
47	185	11/19/2004	Cuba	EAR99	\$2,446.57	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
48	186	11/29/2004	Cuba	EAR99	\$328.42	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
49	187	12/10/2004	Cuba	EAR99; 5B991	\$588.90	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
50	188	12/13/2004	Cuba	EAR99	\$4,826.19	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
51	189	12/14/2004	Cuba	5B992	\$124.60	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
52	190	12/15/2004	Cuba	EAR99	\$746.38	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
53	191	12/21/2004	Cuba	EAR99	\$478.41	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
54	192	12/29/2004	Cuba	5A991; 5A991	\$903.03	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
55	193	1/7/2005	Cuba	5A991	\$950.80	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
56	194	1/18/2005	Cuba	EAR99; 5A991	\$1,057.71	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
57	195	1/20/2005	Cuba	5A991	\$124.60	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
58	196	2/25/2005	Cuba	EAR99	\$2,201.74	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
59	197	3/7/2005	Cuba	EAR99	\$312.65	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
60	198	3/8/2005	Cuba	EAR99	\$659.33	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
61	199	3/10/2005	Cuba	EAR99	\$340.73	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
62	200	3/22/2005	Cuba	5A991	\$273.77	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
63	201	3/28/2005	Cuba	EAR99	\$653.38	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
64	202	3/31/2005	Cuba	5A991	\$934.80	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
65	203	4/1/2005	Cuba	EAR99	\$336.41	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)

**Schedule of Violations
Ericsson de Panama S.A.**

Charge No(s).		Export Date	Destination	ECCN	Total Value of Export	Violations
66	204	4/4/2005	Cuba	5A991	\$978.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
67	205	4/5/2005	Cuba	5A991; EAR99	\$560.39	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
68	206	4/6/2005	Cuba	EAR99; 5A991	\$1,314.74	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
69	207	4/8/2005	Cuba	EAR99	\$1,389.39	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
70	208	4/12/2005	Cuba	EAR99; 5A991	\$3,781.61	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
71	209	4/15/2005	Cuba	5A991	\$1,497.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
72	210	4/19/2005	Cuba	EAR99	\$561.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
73	211	4/21/2005	Cuba	EAR99; 5A002	\$2,582.22	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
74	212	5/5/2005	Cuba	EAR99	\$462.77	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
75	213	5/17/2005	Cuba	EAR99	\$482.46	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
76	214	5/25/2005	Cuba	5A002; 5A991	\$1,229.81	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
77	215	6/10/2005	Cuba	5A991	\$2,337.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
78	216	6/24/2005	Cuba	EAR99; 5A991	\$5,106.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
79	217	6/27/2005	Cuba	5A991; EAR99	\$1,762.86	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
80	218	6/30/2005	Cuba	5A991; EAR99	\$2,609.83	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
81	219	7/5/2005	Cuba	5A991; EAR99	\$676.06	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
82	220	7/6/2005	Cuba	EAR99	\$1,300.83	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
83	221	7/7/2005	Cuba	EAR99	\$3,518.60	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
84	222	7/8/2005	Cuba	EAR99; 5A991	\$2,221.74	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
85	223	7/14/2005	Cuba	5A002; EAR99	\$1,604.49	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
86	224	7/15/2005	Cuba	EAR99	\$2,645.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
87	225	7/19/2005	Cuba	5B991	\$132.20	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)

**Schedule of Violations
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Charge No(s).		Export Date	Destination	ECCN	Total Value of Export	Violations
88	226	7/21/2005	Cuba	EAR99; 5A991	\$1,516.79	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
89	227	8/10/2005	Cuba	EAR99	\$659.33	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
90	228	8/11/2005	Cuba	EAR99	\$278.09	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
91	229	8/15/2005	Cuba	EAR99	\$759.77	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
92	230	8/16/2005	Cuba	EAR99	\$495.17	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
93	231	8/19/2005	Cuba	EAR99	\$489.22	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
94	232	8/31/2005	Cuba	EAR99	\$1,141.01	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
95	233	9/11/2005	Cuba	5A991	\$134.36	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
96	234	10/19/2005	Cuba	EAR99	\$1,127.92	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
97	235	11/11/2005	Cuba	5A991	\$280.25	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
98	236	11/14/2005	Cuba	5A991	\$1,791.84	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
99	237	11/22/2005	Cuba	EAR99	\$1,206.34	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
100	238	11/30/2005	Cuba	EAR99; 5A002 5A991	\$5,353.40	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
101	239	12/1/2005	Cuba	EAR99; 5A991	\$1,877.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
102	240	12/5/2005	Cuba	EAR99; 5A002	\$1,871.92	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
103	241	12/6/2005	Cuba	EAR99; 5A991	\$3,818.21	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
104	242	12/7/2005	Cuba	5A991	\$973.36	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
105	243	12/8/2005	Cuba	EAR99; 5A991	\$1,825.36	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
106	244	12/12/2005	Cuba	5A991	\$489.00	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
107	245	12/13/2005	Cuba	5A991	\$907.57	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
108	246	12/15/2005	Cuba	EAR99	\$1,477.42	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)

**Schedule of Violations
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Charge No(s).		Export Date	Destination	ECCN	Total Value of Export	Violations
109	247	12/19/2005	Cuba	EAR99	\$642.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
110	248	1/16/2006	Cuba	5A991	\$663.84	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
111	249	1/24/2006	Cuba	5A991	\$377.45	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
112	250	1/27/2006	Cuba	EAR99	\$947.70	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
113	251	2/2/2006	Cuba	EAR99	\$763.92	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
114	252	2/3/2006	Cuba	5A991	\$223.98	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
115	253	2/6/2006	Cuba	5A991	\$447.96	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
116	254	2/7/2006	Cuba	5A991	\$447.96	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
117	255	2/8/2006	Cuba	5A991	\$223.96	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
118	256	2/10/2006	Cuba	5A991	\$663.84	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
119	257	2/14/2006	Cuba	5A002; 5B991; EAR99	\$4,376.89	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
120	258	2/22/2006	Cuba	EAR99; 5A002	\$695.99	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
121	259	2/23/2006	Cuba	5A991	\$600.13	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
122	260	2/27/2006	Cuba	EAR99	\$993.05	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
123	261	2/28/2006	Cuba	5A991; EAR99	\$1,643.25	15 C.F.R. § 764.2(h); 15 C.F.R. § 764.2(b)
124		3/29/2006	Cuba	5A991	\$440.69	15 C.F.R. § 764.2(h)
125		5/3/2006	Cuba	5A991	\$1,971.48	15 C.F.R. § 764.2(h)
126		5/12/2006	Cuba	5A991	\$646.68	15 C.F.R. § 764.2(h)
127		5/15/2006	Cuba	EAR99; 5A991	\$569.00	15 C.F.R. § 764.2(h)
128		5/18/2006	Cuba	EAR99	\$392.00	15 C.F.R. § 764.2(h)
129		5/19/2006	Cuba	5A991; EAR99	\$1,162.19	15 C.F.R. § 764.2(h)
130		5/25/2006	Cuba	5A991; EAR99	\$1,633.93	15 C.F.R. § 764.2(h)
131		5/26/2006	Cuba	EAR99	\$3,201.83	15 C.F.R. § 764.2(h)
132		5/30/2006	Cuba	EAR99	\$4,129.50	15 C.F.R. § 764.2(h)
133		6/2/2006	Cuba	5A991	\$281.64	15 C.F.R. § 764.2(h)

**Schedule of Violations
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Charge No(s).	Export Date	Destination	ECCN	Total Value of Export	Violations
134	6/5/2006	Cuba	5A991	\$736.19	15 C.F.R. § 764.2(h)
135	6/6/2006	Cuba	EAR99; 5A991	\$722.99	15 C.F.R. § 764.2(h)
136	6/7/2006	Cuba	EAR99	\$609.54	15 C.F.R. § 764.2(h)
137	6/14/2006	Cuba	5A991	\$323.34	15 C.F.R. § 764.2(h)
138	12/11/2006	Cuba	EAR99	\$478.44	15 C.F.R. § 764.2(h)
262	7/30/2007	Cuba	EAR99	\$478.00	15 C.F.R. § 764.2(a)

