

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

UNITED STATES OF AMERICA	:	Hon. James B. Clark, III
	:	
v.	:	Magistrate. No. 24-12186
	:	
FADI NAMMAS	:	CRIMINAL COMPLAINT
and	:	
TARA JAMHOUR	:	

I, Robert Pinches, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Special Agent with the United States Department of Homeland Security, Homeland Security Investigations and that this complaint is based on the following facts:

SEE ATTACHMENT B

continued on the attached pages and made a part hereof.

Robert Pinches, Special Agent
Department of Homeland Security
Homeland Security Investigations

Special Agent Robert Pinches attested to this Affidavit by telephone pursuant to F.R.C.P. 4.1(B)(2)(A) on this 21st day of June, 2024.

Honorable James B. Clark, III
United States Magistrate Judge

ATTACHMENT A

COUNT 1

(Conspiracy to Commit Offenses Against the United States)

From in or around November 2023 to in or around March 2024, in Bergen County, in the District of New Jersey, and elsewhere, the defendants,

**FADI NAMMAS
and
TARA JAMHOUR,**

did knowingly and willfully combine, conspire, confederate, and agree with each other, and with others known and unknown, to commit offenses against the United States, that is:

- a. to willfully export and cause the exportation of goods from the United States to the United Arab Emirates without first having obtained the required licenses from the U.S. Department of Commerce, contrary to Title 50, United States Code, Section 4819, and Title 15, Code of Federal Regulations, Section 764.2; and
- b. to fraudulently and knowingly receive, conceal, buy, sell, and facilitate the transportation, concealment, and sale of such merchandise, articles, and objects, prior to exportation, knowing the same to be intended for export contrary to laws and regulations of the United States, contrary to Title 18, United States Code, Section 554;

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

COUNT 2
**(Unlawful Export of U.S.-Origin Controlled Goods
to the United Arab Emirates)**

On or about March 18, 2024, in Bergen County, in the District of New Jersey, and elsewhere, the defendants,

FADI NAMMAS
and
TARA JAMHOUR,

did knowingly and willfully attempt to export, and cause to be exported one (1) Air Data Inertial Reference Unit from the United States to the United Arab Emirates, without having first obtained the required license or authorization from the U.S. Department of Commerce.

In violation of Title 50, United States Code, Sections 4819(a)(1) and 4819(a)(2)(A)-(D), Title 15, Code of Federal Regulations, Section 764.2, and Title 18, United States Code, Section 2.

COUNT 3
(Smuggling Goods from the United States)

On or about March 18, 2024, in Bergen County, in the District of New Jersey, and elsewhere, the defendants,

FADI NAMMAS
and
TARA JAMHOUR,

did fraudulently and knowingly receive, conceal, buy, sell, and facilitate the transportation, concealment, and sale of one (1) Air Data Inertial Reference Unit, prior to exportation, knowing the same to be intended for export, contrary to United States laws and regulations, to wit - the Export Control Reform Act, Title 50, United States Code, Section 4819 and the Export Administration Regulations, Title 15, Code of Federal Regulations, Parts 730-774.

In violation of Title 18, United States Code, Section 554 and Section 2.

ATTACHMENT B

I, Robert Pinches, am a Special Agent with the United States Department of Homeland Security, Homeland Security Investigations (“HSI”). As a federal agent, I am authorized to investigate violations of laws of the United States and to execute warrants issued under the authority of the United States. I have been in this position since December 2010. My current duty station is Newark, New Jersey. I am a graduate of the Federal Law Enforcement Training Center (“FLETC”) located in Glynco, Georgia. At FLETC, I was trained in, among other things, criminal investigative techniques. I have participated in criminal investigations involving the illegal export of military and defense articles and “dual use” items (used in both civil and military functions) out of the United States. I have received formal training in the laws and regulations relating to the International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C §§ 1701-1710; the Arms Export Control Act (“AECA”), 22 U.S.C. §§ 2751-2799; smuggling goods from the United States, 18 U.S.C. § 554; and the Export Control Reform Act of 2018 (“ECRA”), 50 U.S.C. §§ 4801-4852. I have participated in investigations of the above-listed laws and regulations and I have personally participated in the execution of search warrants involving the search and seizure of computer equipment and computer-related crimes. The information contained in the complaint is based upon my personal knowledge, as well as information obtained from other sources, including: (a) statements made or reported by various witnesses with knowledge of relevant facts; (b) my review of publicly available information; and (c) my review of evidence, including video surveillance, business records, and other documents. Because this complaint is being submitted for a limited purpose, I have not set forth every fact that I know concerning this investigation. Where the contents of documents and the actions and statements of others are reported, they are reported in substance and in part, except where otherwise indicated. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

The Export Control Reform Act and Export Administration Regulations

1. The Export Reform Control Act (“ECRA”) of 2018 provides that “[t]he national security and foreign policy of the United States require that the export, reexport, and in-country transfer of items, and specified activities of United States persons, wherever located, be controlled” for various purposes. 50 U.S.C. § 4811(2). ECRA grants the President the authority to control “(1) the export, reexport, and in-country transfer of items subject to the jurisdiction of the United States, whether by United States persons or foreign persons; and (2) the activities of United States persons, wherever located, relating to” specific categories of items and information. 50 U.S.C. § 4812(a)(1). ECRA further grants to the Secretary of Commerce the authority to establish the applicable regulatory framework. 50 U.S.C. §§ 4812, 4813(a).

2. Pursuant to ECRA, the U.S. Department of Commerce (“DOC”) reviews and controls the export of certain items, including goods, software, and technologies, from the United States to foreign countries through the Export Administration Regulations (“EAR”), 15 C.F.R. §§ 730-774. In particular, the EAR restrict the export of items that could contribute to the military potential of other nations or that could be detrimental to the foreign policy or national security of the United States. The EAR impose licensing and other requirements for items to be exported lawfully from the United States or re-exported lawfully from one foreign destination to another. Under the EAR, such restrictions depend on several factors, including the technical characteristics of the item, the destination country, the end user, and the end use of the item.

3. The most sensitive items subject to EAR controls are identified on the Commerce Control List (“CCL”), which is set forth in Title 15, Code of Federal Regulations, Part 774, Supplement Number 1. Items on the CCL are categorized by Export Control Classification Number (“ECCN”),¹ each of which has export control requirements that depend on several factors, including the destination country, end use, and end user.²

4. Relevant here, the DOC is responsible for licensing the export of a variety of navigation and avionics commodities from the United States. When required, these licenses are issued by the DOC's Bureau of Industry and Security (“BIS”). It is a violation of the EAR, and thus ECRA, to export an item without the required export license. 15 C.F.R. § 736.2(b); 50 U.S.C. § 4819(a)(2)(A).

5. Under ECRA, it is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of any order, license, regulation, or prohibition issued pursuant to ECRA or the EAR. *See* 50 U.S.C. § 4819(a)(1), (b). Additionally, Section 4819(a)(2) sets forth several specific unlawful acts prohibited by ECRA, which in relevant part provide that “[n]o person may order, buy, remove, conceal, store, use, sell, loan, dispose of, transfer, transport, finance, forward, or otherwise service . . . any item exported or to be

¹ The ECCN is a designation that an item, which can be a tangible or intangible (i.e., software or technology), is controlled because of its specific performance characteristics, qualities, or designed-end use. Unlike an EAR99 designation, which is a broad category, ECCNs are much more narrowly defined and are focused on product categories. An ECCN is five-digit alphanumeric designation that categorizes an item based on the nature of the product, i.e., type of commodity, software, or technology and its respective technical parameters.

² An end-user is a person or other entity that consumes or makes use of the goods or services produced by businesses, which is distinct from individuals who are involved in the stages of the design, development, and production.

exported from the United States . . . with knowledge that a violation of [ECRA], the Export Administration Regulations, or any order, license, or authorization issued thereunder, has occurred, is about to occur, or is intended to occur in connection with the item unless valid authorization is obtained therefor.” This same section also provides that “[n]o person may make any false or misleading representation, statement, or certification, or falsify or conceal any material fact . . . in connection with the preparation, submission, issuance, use, or maintenance of any export control document or any report filed or required to be filed pursuant to the Export Administration Regulations[.]”

6. Under the CCL, “inertial measurement equipment or systems” are controlled under ECCN 7A103.a. Items to the UAE are controlled under ECCN 7A103.a for missile technology and anti-terrorism reasons and require a license for export to the UAE.

Unlawful Export Activities and Smuggling

7. Pursuant to U.S. law and regulations, exporters or their authorized agents, such as shippers or freight forwarders, are required to file certain forms and declarations concerning the export of goods and technology from the United States. Typically, those documents are filed electronically through the Automated Export System (“AES”), which is administered by federal agencies.

8. The Electronic Export Information (“EEI”) (formerly known as the Shippers Export Declaration (“SED”)) is the required documentation submitted to the U.S. Government through the AES in connection with an export shipment from the United States.

9. Exporters or their authorized agents are required to file accurate and truthful EEI for every export of goods from the United States with a value of \$2,500 or more. 15 C.F.R. § 758.1. An EEI also is required regardless of the value of the goods if the goods require an export license. *Id.*; 15 C.F.R. § 30.2.

10. A material part of the EEI and AES, as well as other export filings, is the information concerning the destination country, the end user, and a description of the commodity to be exported. The identity of the end user and a description of the commodity to be exported may determine whether the goods: (a) may be exported without any specific authorization or license from the U.S. Government; (b) may be exported with the specific authorization or license from the U.S. Government; or (c) may not be exported from the United States.

11. The smuggling statute, 18 U.S.C. § 554, makes it unlawful for anyone to fraudulently or knowingly export or attempt to export from the United States any merchandise, article, or object contrary to any law or regulation of the United States, or to fraudulently or knowingly receive, conceal, buy, or in any manner facilitate the transportation, concealment, or sale of such merchandise, article, or object, prior to exportation, knowing the

same to be intended for exportation contrary to any law or regulation of the United States.

Conspiracy to Commit an Offense Against the United States

12. Title 18, United States Code, Section 371 makes it a crime for two or more people to “conspire either to commit any offense against the United States, or to defraud the United States.”

Probable Cause

Individuals and Entities

13. The “Aviation Company” is a Vermont-based company that supplies components for commercial aviation.

14. According to its website,³ Star Aero is an aircraft service and part provider located in Garfield, New Jersey. Star Aero’s website states: “We always look for the best purchase option available, based on the best price, best term and best logistics, according to the needs of our customers.” The site includes photos of product offerings with the following tags: expendables, interiors, rotatables, chemicals, hard to find, and business jet parts. The bottom of the website lists Star Aero’s email address as *****@staraviation.aero and lists its address in Garfield, New Jersey.

15. During the course of this investigation, I have observed emails sent from the Star Aero email account listed above – *****@staraviation.aero (hereinafter, the “Sales Email Account”) – which regularly contained the following information in its signature block:

STAR AERO
Mobile: 973-***-8252 | Phone: +971*****245
Email: *****@staraviation.aero
USA – *** ***** Drive, Suite 1, Garfield, New Jersey
07026,
UAE – Ajman Free Zone,⁴ * Boulevard-A Business
center B.C.6010032,

³ The Star Aero website is found at www.staraviation.aero. In subsequent emails and forms, as further described in this Complaint, Star Aviation’s logo identified the company as Star Aero; therefore, the company is referred to as Star Aero throughout this Complaint.

⁴ Ajman Free Zone within the United Arab Emirates provides government and banking services for businesses under one roof and offers smart platforms for establishing business globally. <https://www.moec.gov.ae/en/-/ajman-free-zone>.

www.StarAviation.aero

16. Additionally, in or around November 2023, Defendant Fadi NAMMAS (“NAMMAS”) registered Star Aero LLC as a business in New Jersey and listed its registered business address as *** *****Drive, Suite 1, Garfield, New Jersey 07026 (the “New Jersey Address”). The New Jersey Address purported to house the Star Aero business, however, was a storefront called “Smoke N’ Shop.”

17. Star Aero FZE (Free Zone Establishment, or a UAE single shareholder limited liability company) was an aviation consulting business located at ***** **** *Ajman Free Zone, Boulevard-A Business center, B.C.6010032, Ajman, United Arab Emirates (“UAE”) (the “UAE Address”).

18. NAMMAS is a Jordanian national and is currently residing in Fairfax, Virginia on a B2 visitor visa. Emails sent from a Star Aero email account – ****.*****@**staraviation.aero** that the investigation has revealed is used by NAMMAS (hereinafter, the “Nmmas Email Account”) – contained the following information in its signature block: “Fadi Nmmas[,] VP of Marketing/Operating Executive” of Star Aero.” Additionally, a professional social media page for “Fadi Nmmas” noted that NAMMAS was “VP of Marketing” at Star Aero LLC. On at least one of the emails sent from the Nmmas Email Account, a Live.com email account - *.*****@**LIVE.com** (hereinafter, the “Live Email Account”) – was copied. On NAMMAS’s B2 visa application, NAMMAS listed the Live Email Account as his email address.

19. Defendant Tara JAMHOUR (“JAMHOUR”) is a resident of Rockaway, New Jersey. JAMHOUR, originally from Palestine, became a naturalized United States citizen in or around February 2024. Emails sent from the Sales Email Account contained the following information in its signature block: “Tara Jamhour[,] Buyer, Procurement.” In or around November 2023, JAMHOUR opened a checking account in the name of Star Aero (the “Star Aero Banking Account”).

20. On or about May 1, 2023, NAMMAS and JAMHOUR were married in Haverstraw, New York. On or about September 15, 2023, JAMHOUR submitted an application to sponsor NAMMAS for a United States permanent resident card (also known as a “green card”). On the application, JAMHOUR reported NAMMAS’s occupation as “VP of Marketing/Operating Executive” in Ajman Free Zone, Ajman, Emirates.

21. According to the website aeroglobal.ae, Global Aero Services FZE (“Global Aero”) is an aircraft lease and sales company, providing spare parts for aircrafts and helicopters, including aircraft engines and auxiliary power units, landing gears, and emergency equipment. It provides tools and equipment for repair stations and shops. According to the site, Global Aero Services FZE has

a location of ***, Building A-1, Ajman Free Zone, Ajman, United Arab Emirates. The investigation has revealed that the Chief Commercial Officer for Global Aero Services resides in the UAE.

Overview of Probable Cause

22. As detailed below, from in or around November 2023 and continuing through at least in or around March 2024, NAMMAS and JAMHOUR, working under the auspices of Star Aero, conspired with each other and others to obtain aircraft navigation components and export those components to the UAE. These components were and remain on the CCL and are controlled for missile technology and anti-terrorism reasons. As a result, these components could not be lawfully exported from the United States to the UAE without an export license. The illegal scheme to evade U.S. export control laws generally worked as follows:

- a. NAMMAS and JAMHOUR solicited offers from the Aviation Company to sell aviation components to Star Aero at the New Jersey Address;
- b. NAMMAS and JAMHOUR, acting through Star Aero, agreed to purchase export-controlled components from the Aviation Company;
- c. NAMMAS and JAMHOUR, acting through Star Aero, falsely told the Aviation Company that the goods were for stock at Star Aero's New Jersey Address, and that Star Aero understood and would comply with U.S. export control laws;
- d. NAMMAS and JAMHOUR did not disclose to the Aviation Company that NAMMAS and JAMHOUR intended to send the goods to another company in the UAE;
- e. NAMMAS and JAMHOUR instructed the Aviation Company to ship the goods they purchased to Star Aero's New Jersey Address, thereby trying to deceive the Aviation Company that the transaction did not involve the export of goods outside the United States;
- f. NAMMAS and JAMHOUR then repackaged the goods with false documentation that undervalued and falsely described the goods, and attempted to ship the same to Star Aero's UAE Address; and
- g. NAMMAS and JAMHOUR did not obtain the required licenses or authorizations to ship the goods to the UAE.

***Star Aero LLC orders controlled navigation and avionics commodities
from a United States company***

Star Aero's First Request for Quotation

23. On or about January 19, 2024, a Request for Quotation (“RFQ”) was initiated by Star Aero through an aircraft part trading platform, to the Aviation Company for the purchase of a Honeywell HG2050AC11 Air Data Inertial Reference Unit (the “ADIRU”). JAMHOUR sent follow-up emails regarding this RFQ (the “Jamhour RFQ”).

24. An ADIRU is a key component of an Integrated Air Data Inertial Reference System (ADIRS), which supplies air data (airspeed, angle of attack, and altitude) and inertial reference (position and attitude) information to pilots’ electronic flight instrument system displays, as well as other systems on the aircraft, such as the engines, autopilot, aircraft flight control system, and landing gear systems. An ADIRU acts as a single fault tolerant source of navigational data for an aircraft, meaning that it is able to operate without interruption if one or more of its components fails.

25. The Jamhour RFQ listed the company name as Star Aero with the UAE Address, NAMMAS as the point of contact, and the Sales Email Account as the email point of contact. In response to the Jamhour RFQ, the Aviation Company emailed the Sales Email Address stating (in substance) that it had the requested ADIRU units available for \$50,000 each.

26. Several weeks later, on or about February 6, 2024, and again on or about February 8, 2024, JAMHOUR, using the Sales Email Account and following up on the initial Jamhour RFQ, replied to the Aviation Company asking which ADIRU serial numbers were available and asking the Aviation Company to confirm that those items were in stock. Both emails contained the name “Tara Jamhour” in the signature block and listed her title as “Buyer, Procurement.”

27. In response to JAMHOUR’s emails, on or about February 8, 2024, the Aviation Company emailed JAMHOUR at the Sales Email Account, confirming the Aviation Company had the requested ADIRU in stock and stating: “Keep in mind, this unit needs export license 4-5 weeks.” No further emails were exchanged between JAMHOUR and the Aviation Company in connection with the Jamhour RFQ.

Star Aero's Second Request for Quotation

28. On or about January 25, 2024 (less than one week after the Jamhour RFQ), a second Star Aero RFQ was initiated by Star Aero through the same aircraft part trading platform, to the Aviation Company for the purchase of the ADIRU. This RFQ also listed Star Aviation as the company with the UAE

Address, NAMMAS as the point of contact, and provided the Sales Email Account (the “Nammas RFQ”). In response to the Nammas RFQ, the Aviation Company emailed the Sales Email Account with a quote for the requested ADIRU, specifically part number HG2050AC11 (the “Part Number”). NAMMAS sent follow-up emails regarding the Nammas RFQ from the Nammas Email Account.

29. Upon receipt of the Nammas RFQ, on or about February 13, 2024, the Aviation Company emailed NAMMAS at the Nammas Email Account, stating that the requested ADIRU was ready for purchase. Between on or about February 13, 2024 and on or about March 8, 2024, several emails were exchanged between the Aviation Company and the Nammas Email Account pertaining to the purchase and sale of the ADIRU. The emails sent through the Nammas Email Account contained the name “Fadi Nammas” in the signature block and listed his title as “VP of Marketing/Operating Executive.”

30. On or about February 28, 2024, in connection with the purchase and sale of the ADIRU by the Aviation Company, NAMMAS completed a “Customer - Vendor Set Up Form.” On this form, NAMMAS listed the company as “Star Aero LLC” and provided the New Jersey Address as Star Aero’s address.

NAMMAS and JAMHOUR’s knowledge that it is unlawful to export the ADIRU without a license

31. NAMMAS and another individual identified as the Sales and Marketing Director of Star Aero (“Employee-1”), signed several additional forms pertaining to the purchase of the ADIRU.

32. On or about March 1, 2024, Employee-1 signed a form titled “Export Controlled Part(s),” which listed Star Aero as the Buyer, the New Jersey Address as the Buyer’s Address, the Part Number (“HG2050AC11”), the description of the item (“Air Data Inertial Reference Unit”), and the ECCN (“7A103.a”). On or about March 4, 2024, the form was submitted by email to the Aviation Company by Employee-1 using the Sales Email Account. The form stated (in relevant part):

“BUYER confirms they understand that the above article is export controlled. BUYER confirms an export license, or an appropriate exemption will be obtained prior to the unit departing from the United States of America.”

33. NAMMAS signed a form titled “Export Transaction End-Use/End-User Statement,” which again listed the Part Number (“HG2050AC11”), the item description (“Air Data Inertial Reference Unit”), Star Aero as the Buyer, and the New Jersey Address as the Buyer’s Address. On the form, there were three options: (1) for buyer’s stock; (2) for installation in a known civil aircraft;

and (3) for installation in a known defense aircraft. NAMMAS checked “For BUYER’s stock”, which stated (in relevant part):

- a. “BUYER confirms that if purchasing for stock, (1) BUYER shall check each customer for these PART(s) against the U.S. Consolidated Screening List, OFAC [U.S. Department of Treasury, Office of Foreign Assets Control] Sanctions List, OFAC Country List and shall not sell, transfer, or otherwise disposition any PART(s) to any customer that appears on those lists, (2) BUYER shall comply with 15 CFR 744.7, and (3) BUYER shall take affirmative steps to confirm and document compliance with provisions 1 and 2, and shall make such documentation available on request to [the Aviation Company] and/or the United States Government.”
- b. “BUYER confirms that (1) it understands United States export laws, (2) it will not use, transfer, or otherwise disposition the article described in this Statement in any way that is inconsistent with United States law, (3) it will not install the article in any way that might be inconsistent with United States law, and (4) if a subsequent transaction/disposition would require a license, then BUYER will not engage in the transaction/disposition without obtaining the appropriate license or identifying and complying with the terms of a relevant United States license exception.”
- c. “BUYER certifies that all of the facts contained in this statement are true and correct to the best of its knowledge and it does not know of any additional facts that are inconsistent with the above statements.”

34. NAMMAS signed an additional form titled “Trade Compliance,” which listed Star Aero as the company and listed the New Jersey Address as the Company’s Address. This form stated, in relevant part:

- a. “COMPANY confirms that (1) it understands United States export laws, (2) it will not use, transfer, or otherwise disposition articles obtained from or provided to [the Aviation Company] in any way that is inconsistent with United States law, (3) it will not install articles obtained from [the Aviation Company] in any way that might be inconsistent with United States law, and (4) if a subsequent transaction/disposition would require a license, then COMPANY will not engage in the transaction/disposition without obtaining the appropriate license or identifying and complying with the terms of a relevant United States license exception.”

- b. “COMPANY certifies that all of the facts contained in this statement are true and correct to the best of its knowledge and it does not know of any additional facts that are inconsistent with the above statements.”

JAMHOUR and NAMMAS export the ADIRU to the UAE in violation of export control laws

35. On or about February 29, 2024, Global Aero wired \$65,000 into the Star Aero Bank Account (the same account opened by JAMHOUR in or around November 2023).

36. Approximately one week later, on or about March 13, 2024, Star Aero made a payment in the amount of \$50,000 to the Aviation Company from the Star Aero Bank Account.

37. Following this payment, NAMMAS arranged for the shipment of the ADIRU by scheduling the pickup of the ADIRU from the Aviation Company by a commercial shipping company (the “Shipping Company”). NAMMAS provided to the Aviation Company, via email, confirmation of the pickup and a prepaid Shipping Company label for the shipment of the ADIRU from the Aviation Company to Star Aero at the New Jersey Address.

38. The ADIRU contained a Honeywell plate with the part number HG2050AC11 (the “ADIRU Part Number”) and serial number 56008387 (the “ADIRU Serial Number”). The ADIRU Part Number was the same as the part number listed on the “Export Controlled Part(s)” and “Export Transaction End-Use/End-User Statement” forms described above. The ADIRU also contained a sticker noting work order number 070117 from Inertial Aerospace (the “Inertial Work Order Sticker”). Photos of these markings appear below:

39. The ADIRU was shipped from the Aviation Company on or about March 14, 2024 in a box that contained markings from the Aviation Company, including a “Fragile” sticker (the “Package”). The Package containing the ADIRU arrived at the New Jersey address on or about March 16, 2024.

40. Law enforcement’s investigation revealed that NAMMAS is the owner of a Jeep SUV with Virginia license plate S***N (“Nammas’s Jeep”), which was registered at NAMMAS’s Virginia address. The investigation further revealed that Nammas’s Jeep crossed the Delaware Memorial Bridge from Delaware northbound into New Jersey on or about March 16, 2024 at approximately 3:43 pm – a few hours after the ADIRU was delivered to the New Jersey address. On or about March 17, 2024, at approximately 9:12 pm, Nammas’s Jeep crossed southbound out of New Jersey into Delaware.

41. Law enforcement’s investigation additionally revealed that NAMMAS and JAMHOUR checked into a hotel (the “Hotel”) located in Totowa, New Jersey on or about March 16, 2024 at approximately 9:30 pm, the same day that the ADIRU arrived at the New Jersey Address. Surveillance video from the Hotel showed NAMMAS and JAMHOUR at the Hotel with NAMMAS holding the Package. NAMMAS and JAMHOUR were seen leaving the Hotel, again with NAMMAS holding the Package, the following day – on or about March 17, 2024.

42. On or about March 18, 2024, JAMHOUR shipped the Package from a shipping company store in Garfield, New Jersey (the “Garfield Shipping Company Store”) to the following address in the UAE:

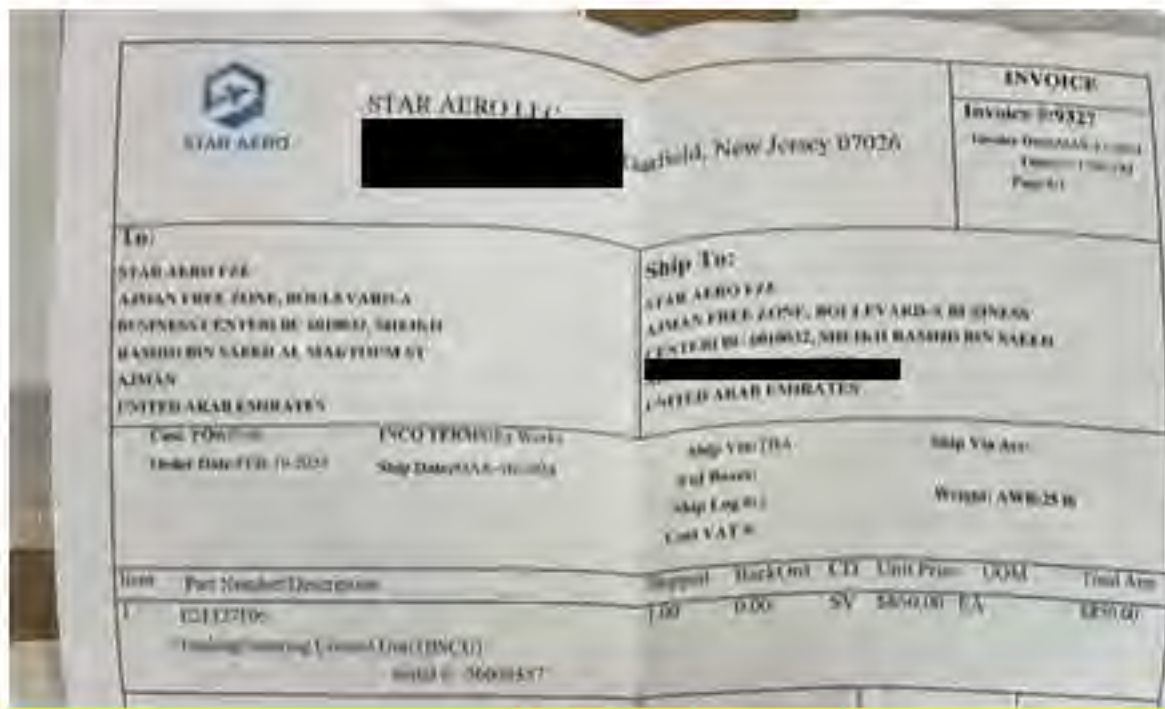
Majdi Nammas
0503652003
Majdi Nammas
Abu Hail
First Floor, Flat No: ***
***** House Building
Dubai Dubai
United Arab Emirates

43. The label on the Package listed NAMMAS and Star Aero, at the New Jersey address, as the sender of the Package.

44. In addition, bank records show that on or about March 1, 2024, the day after Global Aero wired the Star Aero Bank Account the \$65,000, the Star Aero Bank Account made a \$1,000 payment (through a digital payment network) to “Tara” (JAMHOUR’s first name). On or about March 13, 2024, the same day the Star Aero Bank Account wired the \$50,000 to the Aviation Company, a \$100 payment was made from the Star Aero Bank Account to “Tara.” On March 18, 2024, the day that JAMHOUR mailed the Package, a \$100 payment was made from the Star Aero Bank Account to “Tara.”

45. As part of the required shipping documentation stating the nature and value of the item being shipped, the Package included an invoice dated March 15, 2024 (the “Original Invoice”). The Original Invoice was on Star Aero letterhead and provided the New Jersey address for Star Aero LLC. The Original Invoice listed “Star Aero FZE” with the UAE Address in fields titled “To:” and “Ship To:”. Additionally, the Original Invoice stated “Braking/Steering Control Unit (BSCU)” as the item description and “\$850.00” as the value, both of which were false statements. The Original Invoice also stated the serial number as “56008387,” which was the same number as the ADIRU Serial Number.

46. In my training and experience, undervaluing a shipment is a common practice used by those attempting to evade U.S. export regulations, as shipments over \$2,500 require an export declaration, while those under that threshold do not. A portion of the Original Invoice is depicted below:



47. A lawful examination of the Package’s contents revealed the same ADIRU sent to NAMMAS from the Aviation Company, but with a “Fragile” sticker, similar to the one on the shipping box, covering the Honeywell descriptive plate and ADIRU Serial Number in an attempt to disguise the ADIRU, as shown:



48. The ADIRU in the Package contained the same Inertial Work Order Sticker as the ADIRU that was sent to NAMMAS from the Aviation Company, as depicted below:



49. According to BIS, the Honeywell HG2020AC ADIRU is classified under ECCN 7A103.a, and requires a license for export to the UAE. Items classified under this ECCN are controlled for missile technology and anti-terrorism reasons, and an export of this type of item to the UAE is prohibited without a license. Therefore, a BIS license was required under Part 742 of the EAR for the export, re-export, or transfer of this item to the UAE.⁵

50. On or about March 22, 2024, BIS conducted a license check and determined that no license history was found for either Star Aero or NAMMAS or JAMHOUR.

JAMHOUR's post-shipment conduct

51. On or about March 18, 2024, the Package was detained by Homeland Security Investigations prior to export.

52. Between on or about March 19, 2024 and on or about March 25, 2024, JAMHOUR called the Garfield Shipping Company Store three times inquiring about the Package. JAMHOUR was told the tracking for the Package showed that it had left the Garfield Shipping Company Store and that JAMHOUR would need to contact the Shipping Company's general customer service for more information or to file a claim on a lost package. During these calls, JAMHOUR identified herself by name and left her phone number to be contacted if the package was located.

53. According to the Garfield Shipping Company Store, JAHMHOUR filed a lost shipment claim with the Shipping Company. The claim included a photo of the Package's receipt from being dropped off at the Garfield Shipping Company Store. The claim also included an invoice (the "Modified Invoice"), similar to the Original Invoice described above. The Modified Invoice was identical to the Original Invoice in all aspects except one: the value of the shipment was changed from \$850 to \$85,000. A portion of the Modified Invoice is depicted below:

⁵ Although there are certain license exceptions that, depending on the particular circumstances, could apply to a transaction, obviating the need for a party to obtain an otherwise required export license, none of the license exceptions potentially applicable to ECCN 7A103 goods applied to this transaction. Additionally, the section of the EAR that deals with license exceptions, 15 C.F.R. § 740.1, states that "You must enter on any required EEI filing the correct License Code that corresponds to the appropriate license exception symbol (e.g., LVS, GBS, CIV) and the correct Export Control Classification Number (ECCN) (e.g., 4A003, 5A002) for all exports of items under a license exception." No such thing was done for any of the transactions listed in this affidavit.



STAR AERO LLC

Garfield, New Jersey 07026

INVOICE

Invoice #:9327

Invoice Date:MAR-15-2024

Time:05:37:08 PM

Page 1 of 1

To:

STAR AERO FZE
AJMAN FREE ZONE, BOUL. SYARD-3
BUSINESS CENTER/ BC 6010032, SHEIKH
RASHID BIN SAEED AL MAKTOUM ST
AJMAN
UNITED ARAB EMIRATES

Ship To:

STAR AERO FZE
AJMAN FREE ZONE, BOULEVARD-A BUSINESS
CENTER/ BC 6010032, SHEIKH RASHID BIN SAEED
[REDACTED]
UNITED ARAB EMIRATES

Cust. PO#:P140

INCO TERMS:Ex Works

Ship Via:TDA

Ship Via Acc:

Order Date:FEB-10-2024

Ship Date:MAR-16-2024

of Boxes:

Weight: AWB:25 lb

Ship Log #1

Cust VAT #:

Item	Part Number/Description	Shipped	BackOrd	UD	Unit Price	UOM	Total Amt
1	E21327106 Braking/Steering Control Unit (BSCU) Serial #: 56008187	1.00	0.00	SV	\$85,000.00	EA	\$85,000.00