

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - X
:

UNITED STATES OF AMERICA

INFORMATION

- v. -

16 Cr. ____ ()

JOSEPH CHAIT,

Defendant.

- - - - - X

COUNT ONE
(Conspiracy)

The United States Attorney charges:

Relevant Individuals and Entities

1. At all times relevant to this Information, JOSEPH CHAIT, the defendant, was the Senior Auction Administrator of an auction house located in Beverly Hills, California (hereinafter "Auction House #1"). Auction House #1 specialized in Asian art and antiques, including wildlife objects made from rhinoceros horn and elephant ivory, and transacted business worldwide.

2. JOSEPH CHAIT, the defendant, was involved in the management of Auction House #1, along with others known and unknown, and assisted its operations, advertising, procurement, sales, auctions, receipt of foreign wire transfers, payment of sellers and consignors, and shipping. He was supervised and directed by a co-conspirator not named herein ("CC-1").

3. JOSEPH CHAIT, the defendant, under the auspices of Auction House #1, held regular auctions in Beverly Hills, California, and annual auctions in New York, New York, during "Asia Week," an event at which Asian art and antiques were offered for sale not only to domestic clients, but also to foreign clients residing in Asia.

Background on Regulation of Trade in Endangered Species

4. Trade in rhinoceros horn and elephant ivory has been regulated under the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("CITES") since 1976. CITES is an international treaty providing protection to fish, wildlife, and plants that are or may become imperiled due to the demands of international markets. CITES has been signed by over 170 countries, including the United States and China.

5. CITES is implemented in the United States under the authority of the Endangered Species Act ("ESA") and the regulations promulgated thereunder. 16 U.S.C. § 1538(c); 50 C.F.R. §§ 14 and 23. An animal species listed as protected under CITES cannot be exported from the United States without prior notification to, and approval from, the U.S. Fish & Wildlife Service. 50 C.F.R. §§ 20.13 and 20.20.

6. Species that are protected under CITES are listed in a series of appendices (Appendices I, II and III). Under Appendix

I of CITES, a species may be exported from the United States to a foreign country only if, prior to exportation, the exporter possesses a valid foreign import permit issued by the country of import and a valid export permit issued by the United States. Under Appendix II of CITES, a species may be exported from the United States to a foreign country only if, prior to exportation, the exporter possesses a valid CITES export permit issued by the United States. All rhinoceros and elephant species are protected under either CITES Appendix I or II.

7. Rhinoceros horn and elephant ivory, and items carved from these species, are highly valued and sought-after commodities, despite the fact that international trade of rhinoceros horn has been largely banned and highly regulated since 1976. Libation cups made from rhinoceros horn and other ornamental carvings made from elephant ivory are particularly in demand in Asia, namely, in China and Hong Kong, as well as in the United States. The escalating value of these items has resulted in an increased demand for rhinoceros horn and elephant ivory and helped to foster a thriving black market. Most species of rhinoceros are extinct or on the brink of extinction as a result of the demand of this thriving black market, and elephants are threatened in many countries as well.

8. In addition to implementing CITES, the ESA also regulates species listed under the ESA as endangered. Under the ESA, the term "endangered species" included any species in danger of extinction throughout all or a significant portion of its range. All species of wildlife determined to be endangered under the ESA were listed in Title 50, Code of Federal Regulations, Section 17.11. Under the ESA it is unlawful to export any endangered wildlife species. 16 U.S.C. § 1538(a)(1)(A).

9. The Lacey Act, *inter alia*, makes it a crime for a person to knowingly transport, sell, receive, acquire, and purchase or attempt to transport, sell, receive, acquire, and purchase, in interstate and foreign commerce, wildlife having a market value in excess of \$350, knowing that said wildlife had been possessed, transported and sold in violation of and in a manner unlawful under the laws and regulations of the United States. 16 U.S.C. §§ 3372(a)(1),(a)(4); 3373(d). The Lacey Act also makes it unlawful for a person to knowingly make a false record and account for, and any identification of, wildlife which has been or is intended to be transported in interstate and foreign commerce, including objects made from and containing rhinoceros horn and elephant ivory. 16 U.S.C. §§ 3372(d) and 3373(d)(3)(A).

10. Coral is a living organism that forms a natural habitat for numerous species of marine life. Corals and objects made from coral are highly valued and sought after commodities. The illegal trade in coral threatens not only remaining coral reefs, but the fish that inhabit them and other wildlife that depend upon this habitat.

Means and Methods of the Conspiracy

11. It was a part of the conspiracy that JOSEPH CHAIT, the defendant, and other co-conspirators known and unknown, including CC-1 and employees of Auction House #1, advertised, marketed and sold protected wildlife to foreign customers in China and other Asian countries, by, among other things: (a) distributing Auction House #1's promotional catalogues to customers in foreign countries; (b) soliciting foreign buyers to participate in live auctions in the United States; (c) hiring employees conversant in Mandarin, Shanghainese, Cantonese and Taiwanese to assist foreign buyers; (d) scheduling auctions during Asia Week or in connection with Asia Week in New York and California; and (e) allowing foreign bidders to bid on and purchase wildlife through absentee and internet bidding.

12. It was a further part and object of the conspiracy that JOSEPH CHAIT, the defendant, and other co-conspirators known and unknown, (a) received and imported wildlife shipped

from foreign consignors without the requisite CITES permits, and without declaration to U.S. authorities; and (b) without requiring any proof that the items were antiques, and without proof of legal importation or provenance and (c) sold wildlife to, and accepted payment in the form of international wire transfers and cash from, foreign customers.

13. It was a further part and object of the conspiracy that JOSEPH CHAIT, the defendant, and other co-conspirators known and unknown, exported and caused the export of wildlife to foreign customers, and aided, abetted and conspired in its export, contrary to law, by: (a) making and using fraudulent customs forms and other documents that falsely stated that the shipments that contained wildlife instead contained non-wildlife merchandise such as "wood" and "plastic;" (b) failing to declare to U.S. authorities that the shipments of protected wildlife contained rhinoceros horn, elephant ivory and coral; (c) failing to obtain required CITES permits from the U.S. Fish & Wildlife Service; (d) shipping wildlife purchased by foreign buyers from Auction House #1 to third-party shippers in the United States, and allowing it to be picked up from Auction House #1 by third-party shippers, which CHAIT knew were re-shipping the wildlife to foreign customers without the requisite CITES permits and declarations to U.S. authorities; (e) selling wildlife (without

assessing state sales tax) to foreign buyers who possessed a foreign passport and international flight itinerary as proof that the item would be leaving the country; and (f) provided packing materials to foreign wildlife buyers to assist them in hand-carrying wildlife out of the country.

The Defendant's Wildlife Trafficking

14. From at least in or about 2008 until at least in or about January 2013, JOSEPH CHAIT, the defendant, worked at Auction House #1 and conspired with CC-1 and others to illegally purchase, consign, auction, sell and smuggle wildlife, including items made of rhinoceros horn, elephant ivory and coral.

Sales of Items Carved from Rhino Horn

15. From at least in or about January 2010 until at least in or about January 2013, JOSEPH CHAIT, the defendant, Auction House #1, and other co-conspirators known and unknown, facilitated the illegal sale of rhinoceros horn products as follows:

a. sold and attempted to sell 20 lots comprised of 24 separate items carved from, and represented to be carved from, rhinoceros horn. These items were sold in interstate and foreign commerce for approximately \$1.3 million.

b. consigned, advertised, auctioned, and sold in

interstate and foreign commerce merchandise made from rhinoceros horn.

c. advertised and sold rhinoceros horn carvings to, and received payment from, foreign buyers located outside of the United States, specifically:

Lot 229

16. On or about August 29, 2010, JOSEPH CHAIT, the defendant, and employees of Auction House #1, advertised, auctioned and sold Lot 229 to a customer in Shanghai, China. Lot 229 consisted of a "Rare Rhino Horn Walking Cane" made from rhinoceros horn.

17. On or about October 14, 2010, JOSEPH CHAIT, the defendant, e-mailed the assistant to the buyer of Lot 229. CHAIT wrote that "because of possible customs problems, we cannot state that it is rhino horn on the invoice. We have to call it something else like wood, or bone, etc."

18. On or about October 15, 2010, JOSEPH CHAIT, the defendant, again e-mailed the assistant to the buyer of Lot 229. CHAIT wrote:

[W]e will ship to the Hong Kong address. There should be no problems with customs. Hong Kong is very easy to deal with as compared to mainland China.

In my experience, we have not had any problems with shipping something and calling

it something else other than Rhino horn. We have done it before and never had a problem.

19. On or about October 21, 2010, JOSEPH CHAIT, the defendant, shipped and caused the shipment of Lot 229, a wildlife object made from rhinoceros horn, to an address in Shanghai, China, without the requisite CITES permit or declaration. Instead, CHAIT signed and used a false customs declaration stating that the item was made of wood and had a total value of \$100, while knowing that the actual invoice sale price was \$5,490.

Lot 305

20. On or about March 22, 2011, JOSEPH CHAIT, the defendant, CC-1, and others known and unknown, visited New York, New York, for Asia Week and held an auction which included the sale of numerous items made from elephant ivory, and a bowl carved out of a rhinoceros horn for which CC-1 was the consigner.

21. On or about March 22, 2011, JOSEPH CHAIT, the defendant, and CC-1 met in New York, New York, with the prospective consignor of Lot 305, a rhino horn carving of Guanyin ("Lot 305"), during which CC-1 examined Lot 305 with a magnifying loupe, opined that it was not an antique, and offered to purchase it for \$20,000 or accept it for consignment with or

without any paperwork showing its provenance or legal import into the United States.

22. Between in or about March 2011 and in or about September 2011, JOSEPH CHAIT, the defendant, had continuing correspondence and telephone conversations with the prospective consigner of Lot 305, including the following:

a. On or about June 2, 2011, CHAIT told the prospective consigner of Lot 305, in sum and substance: that rhinoceros horn items were a popular commodity in China; that certain of Auction House #1's clients were specifically interested in rhinoceros horn in China; that 75 percent of the live auction bidders at Auction House #1 resided in Mainland China; and that the rhinoceros horn carving was not an "antique" because it was less than 100 years old.

b. On or about June 2, 2011, the prospective consigner of Lot 305 advised CHAIT that another auction house would not accept Lot 305 because it was comprised of black rhinoceros and was less than 100 years old. CHAIT responded that certain other auction houses "have to be really legal about this stuff" because they were international companies.

c. On or about August 4, 2011, CHAIT e-mailed the consigner of Lot 305 and stated that Lot 305 had been displayed in a full-page advertisement in a Chinese magazine.

d. In or about September 2011, CHAIT, and others known and unknown, published a photograph of Lot 305 on the cover of Auction House #1's International Fine Arts Auction catalogue and described it as a "Rare Carved Rhinoceros Horn Guanyin."

23. On or about September 25, 2011, JOSEPH CHAIT, the defendant, along with CC-1 and employees of Auction House #1, offered Lot 305 for sale at auction. Absentee foreign bidders participated by placing bids on Lot 305 over the telephone and online.

24. On or about September 25, 2011, JOSEPH CHAIT, the defendant, along with CC-1 and employees of Auction House #1, sold Lot 305 to a domestic buyer for an invoice price of \$231,800, including a "hammer price" of \$190,000 and a buyer commission of 22 percent. CHAIT then had certain additional communications with the buyer, including the following:

a. On or about September 27, 2011, CHAIT offered to provide to the domestic buyer a falsified receipt for Lot 305 to assist the buyer in transporting the item across international borders. CHAIT made the offer after learning that the domestic buyer had purchased the rhinoceros horn carving on behalf of a foreign buyer in Canada who planned to transport the item to China.

b. On or about September 28, 2011, CHAIT spoke with

the domestic buyer of Lot 305. CHAIT confirmed that he would provide the domestic buyer with a false receipt to assist him and his foreign client in transporting the item in foreign commerce. CHAIT stated: "I'll just call it plastic or resin carving or something like that." CHAIT added that he would send the actual certificate of authenticity for Lot 305 and a "little hundred dollar receipt" separately. He explained that "I would rather not put any paperwork with the package just in case someone decides to look at the paperwork and look and see what's inside."

c. On or about September 28, 2011, after receiving a wire transfer with payment for Lot 305, CHAIT sent an e-mail to the domestic buyer of Lot 305. CHAIT stated, in sum and substance, that Lot 305 was being shipped that day, and that he would separately mail the buyer paperwork, including the "less value invoice."

25. On or about October 13, 2011, CHAIT made and sent to the buyer of Lot 305 a false invoice for a "Plastic Carved Figure of a Seated Deity." The invoice falsely represented that the item was made of plastic – rather than rhinoceros horn – and that it sold for \$108.75 – rather than \$231,800.

Lot 124

26. In or about December 2011, JOSEPH CHAIT, the defendant, and other co-conspirators known and unknown, including employees of Auction House #1, advertised, auctioned and sold Lot 124 to a foreign buyer. Lot 124 was marketed as a carved rhinoceros horn.

27. In or about December 2011, JOSEPH CHAIT, the defendant, mailed and caused the mailing of Lot 124 to a UPS Store in Massachusetts. CHAIT knew that the item would be re-shipped to the foreign buyer without the required declaration to or permit from the U.S. Fish & Wildlife Service.

Lot 287

28. On or about July 8, 2012, JOSEPH CHAIT, the defendant, along with CC-1 and employees of Auction House #1, advertised, auctioned and sold Lot 287, a rhinoceros horn carving.

29. On or about July 19, 2012, at the direction of CC-1, an employee of Auction House #1 e-mailed the foreign buyer of Lot 287, in Mandarin, to seek completion of payment for Lot 287.

Sales to Foreign Dealer #1

30. One particular customer of JOSEPH CHAIT, the defendant, and Auction House #1 was a Chinese national who resided in China ("Foreign Dealer #1"). Even after learning

that Foreign Dealer #1 had been arrested in China for smuggling ivory from Auction House #1, and was not permitted to travel outside of China, CHAIT and employees of Auction House #1 continued to sell wildlife to Foreign Dealer #1 by telephone and online.

31. Because Foreign Dealer #1 was unable to travel to the United States to retrieve his wildlife purchases, JOSEPH CHAIT, the defendant, and co-conspirators known and unknown, including employees of Auction House #1, made merchandise purchased by Foreign Dealer #1 available for pick-up by another Chinese national acting as Foreign Dealer #1's assistant ("Foreign Dealer #2"). CHAIT and employees of Auction House #1 also shipped protected wildlife to a UPS Store in Massachusetts addressed to Foreign Dealer #2.

32. On or about the following dates, after learning of Foreign Dealer #1's arrest in China, Auction House #1 sold, transported, and transferred protected wildlife products, including ivory, to Foreign Dealer #1 and Foreign Dealer #2. As described below, sales of these items totaled approximately \$255,441.

Date	Wildlife	Invoice Price
August 29, 2010	Ivory, Coral	\$9,150
January 16, 2011	Ivory	\$2,745
January 30, 2011	Ivory	\$15,036
February 20, 2011	Ivory	\$11,315

March 21, 2011	Ivory	\$12,200
May 1, 2011	Ivory	\$100,955
July 10, 2011	Ivory	\$100,345
September 18, 2011	Ivory	\$3,965

Other Illegal Exports

33. It was a further part and object of the conspiracy, as set forth below, that JOSEPH CHAIT, the defendant, smuggled and aided and abetted the smuggling of protected wildlife to Auction House #1's foreign customers by falsifying customs declarations and shipping forms, and proposing to foreign clients that such records be falsified.

34. On or about September 24, 2008, JOSEPH CHAIT, the defendant, exported Lot 58, comprised of three lacquered ivory snuff bottles, to a foreign customer without the requisite CITES permit or declaration. Instead, CHAIT used a false customs declaration stating that the shipment contained "3 plastic carvings."

35. On or about October 5, 2008, JOSEPH CHAIT, the defendant, exported Lot 102, a Chinese carved hornbill skull, to a foreign customer without the requisite CITES permit or declaration. Instead, CHAIT used a false customs declaration stating that the shipment contained a "plastic carving."

36. On or about June 2, 2009, JOSEPH CHAIT, the defendant, e-mailed the foreign buyer of Lots 1-4, 11, 15, 18 and 30, comprised of eight ivory carvings. CHAIT stated that: "[W]e

cannot call it ivory on the customs invoice, we need to say it is 'bone' or 'plastic' carvings, or something similar. Please specify what you want the customs form to say."

37. On or about June 11, 2009, JOSEPH CHAIT, the defendant, exported Lot 102, comprised of eight ivory carvings, to a foreign customer without the requisite CITES permit or declaration. Instead, CHAIT used a false customs declaration stating that the shipment contained "modern bone carvings."

38. On or about September 22, 2009, JOSEPH CHAIT, the defendant, sent an e-mail to a foreign customer in Germany.

CHAIT wrote:

We are very able to ship items to Germany and anywhere else in the world. But NOT ivory. This is because it is illegal to do so in the USA.

At this point, you have 2 choices -

1) Give us an address [o]f your friend or relative in the USA that we can ship the piece to.

2) Take a risk and ask us to ship the item to you in Germany, but not call it ivory and call it something else.

39. On or about September 30, 2010, JOSEPH CHAIT, the defendant, e-mailed a foreign customer in Australia. CHAIT

wrote:

Ivory is illegal to ship outside of the USA so the only way we can ship it, is to call

it something else on the customs form when it is shipped.

You must decide what to call [it] (such as bone, plastic, wood, etc) and you must tell me what you want to call it on the customs form. Also, in case something happens and customs takes it away, you must agree to be fully responsible for this.

40. On or about February 26, 2010, JOSEPH CHAIT, the defendant, e-mailed a foreign customer in New Zealand. CHAIT wrote:

Because it is illegal to ship ivory outside the USA to any other country, we asked you if you had a friend in the USA to ship them to.

The only other way is to ship them to you in New Zealand but call them something else like "bone" or "plastic" and not call them ivory.

41. On or about December 13, 2011, JOSEPH CHAIT, the defendant, sent an email to a foreign customer who had purchased Lot 271, an ivory portrait miniature. CHAIT wrote that:

[I]vory of any kind (except for Mammoth ivory) is illegal to export outside the USA. If you want us to put something simple like "art deco figures" or just "figurines" I can do this, however there are some risks involved. If US customs or your local customs looks at the box and finds any ivory, they could be seized and we, as the shipper, would suffer the penalty.

We once shipped an ivory piece to China and called it a "bone carving" but it was seized by Chinese customs and they notified US customs which caused us to pay a hefty penalty fee.

42. On or about May 24, 2011, and on or about March 12, June 11, and August 8 of 2012, JOSEPH CHAIT, the defendant, and employees of Auction House #1, sold and transferred wildlife, including ivory, to foreign customers without requiring payment of State of California ("State") sales tax. In order to establish their eligibility for this discount, customers produced proof of an immediate departure from the United States, prior to each sale, in the form of a flight itinerary and passport. Based upon this documentation, CHAIT and his co-conspirators knew that on or about the aforementioned dates, customers of Auction House #1 were exporting items from the United States without sufficient time to obtain the required permits.

Statutory Allegations

43. From at least in or about 2008, until in or about January 2013, in the Southern District of New York, and elsewhere, JOSEPH CHAIT, the defendant, CC-1, employees of Auction House #1, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States.

44. It was a part and an object of the conspiracy that

JOSEPH CHAIT, the defendant, and others known and unknown, would and did fraudulently and knowingly export and send from the United States merchandise, namely wildlife artifacts made from CITES-protected rhinoceros and elephants, and coral, and receive, conceal, buy, sell, and facilitate the transportation, concealment, and sale of such merchandise, prior to exportation, knowing the same to be intended for exportation, in violation of Title 18, United States Code, Section 554.

45. It was further a part and an object of the conspiracy that JOSEPH CHAIT, the defendant, and others known and unknown, would and did knowingly import, export, transport, sell, receive, acquire, and purchase merchandise, namely wildlife artifacts made from CITES-protected rhinoceros and elephants, and coral, knowing that such wildlife was taken, possessed, transported and sold in violation of, and in a manner unlawful under, the laws and regulations of the United States, in violation of Title 16, United States Code, Sections 3372(a)(1) and 3373(d)(1).

46. It was further a part and an object of the conspiracy that JOSEPH CHAIT, the defendant, and others known and unknown, would and did knowingly make and submit false records, accounts, and labels for, and false identification of, wildlife, namely, carved rhinoceros horn and elephant

ivory, which were, and were intended to be exported from the United States, in violation of Title 16, United States Code, Sections 3372(d) and 3373(d)(3)(A)(i).

Overt Acts

47. In furtherance of the conspiracy, and to effect the illegal objectives thereof, JOSEPH CHAIT, the defendant, together with others known and unknown, committed and caused to be committed the following overt acts, among others, in the Southern District of New York and elsewhere:

Rhino Sales

Lot 229

a. On or about October 14, 2010, CHAIT e-mailed a person assisting the foreign buyer of Lot 229, a "Rare Rhino Horn Walking Cane." CHAIT wrote that "because of possible customs problems, we cannot state that it is rhino horn on the invoice. We have to call it something else like wood, or bone, etc."

b. On or about October 21, 2010, CHAIT exported Lot 229 from the United States to Hong Kong on behalf of a customer in Shanghai without declaration to the U.S. Fish & Wildlife Service and without a required CITES permit, and with a false customs declaration stating that the item was made of wood and had a total value of \$100.

Lot 305

c. On or about March 22, 2011, CHAIT and CC-1 met with a prospective consignor of Lot 305, a rhino horn carving, in New York, New York.

d. On or about September 25, 2011, CHAIT and others known and unknown, including CC-1 and employees of Auction House #1, offered Lot 305 to foreign and domestic bidders at an auction held in Beverly Hills, California, and sold Lot 305 for a total price of \$231,800.

e. On or about October 13, 2011, CHAIT made and provided the buyer of Lot 305 with a false wildlife record stating that Lot 305 was plastic and sold for \$108.75.

Ivory Sales
Foreign Dealer #1

f. On or about January 24, 2010, CHAIT and others known and unknown, including CC-1 and employees of Auction House #1, sold Lots 200, 206, 210, and 288, consisting of carved pieces of elephant ivory, to Foreign Dealer #1 for approximately \$63,989.

g. On or about February 20, 2011, CHAIT and others known and unknown, including CC-1 and employees of Auction House #1, sold Lots 280, 330, and 376, consisting of carved pieces of elephant ivory, to Foreign Dealer #1 for approximately \$137,311.

h. On or about May 1, 2011, CHAIT and others known and unknown, including CC-1 and Auction House #1, auctioned Lots 161, 162, 163, 154 and 268, consisting of carved pieces of elephant ivory. Foreign Dealer #1 was the winning bidder at a total price of approximately \$137,311.

i. On or about July 10, 2011, CHAIT and others known and unknown, including CC-1 and Auction House #1, auctioned Lots 123, 258, 264, 267, 268, and 269, consisting of carved pieces of elephant ivory. Foreign Dealer #1 was the winning bidder at a total price of approximately \$100,345.

Other Ivory Sales and Exports

j. On or about September 24, 2008, CHAIT exported Lot 58, consisting of three lacquered ivory snuff bottles, to a foreign customer without a declaration or CITES permit. Instead, CHAIT used a false customs declaration claiming that the shipment contained "3 plastic carvings."

k. On or about October 5, 2008, CHAIT exported Lot 102, a Chinese carved hornbill skull, to a foreign customer without declaration or CITES permit and with a false customs declaration claiming that the shipment contained a "plastic carving."

l. On or about February 26, 2010, CHAIT e-mailed a customer in New Zealand. CHAIT wrote:

Because it is illegal to ship ivory outside the USA to any other country, we asked you if you had a friend in the USA to ship them to.

The only other way is to ship them to you in New Zealand but call them something else like "bone" or "plastic" and not call them ivory.

m. On or about March 21, 2011, CHAIT and others known and unknown, including CC-1 and Auction House #1, rented space and held an auction in New York, New York, during which wildlife items, including merchandise made from and containing rhinoceros horn and ivory, were offered for sale, sold and provided to foreign nationals.

(Title 18, United States Code, Section 371.)

COUNT TWO

(Lacey Act False Record)

The United States Attorney further charges:

48. The allegations set forth in paragraphs 1 through 42 of this Information are re-alleged and incorporated herein.

49. On or about October 13, 2011, in the Southern District of New York and elsewhere, JOSEPH CHAIT, the defendant, knowingly made and submitted, and caused to be made and submitted, a false record, account, and label for, and false identification of, wildlife that was intended to be transported

in foreign commerce, to wit, on or about October 13, 2011, CHAIT knowingly made and submitted a false and fictitious invoice for a carved rhinoceros horn that had sold for \$231,800, stating that it was instead a "Plastic Carved Figure of a Seated Deity" that had sold for \$108.75, in order to aid and abet the buyer in smuggling the merchandise out of the United States.

(Title 16, United States Code, Sections 3372(d) and 3373(d)(3)(A)(i) and Title 18, United States Code, Section 2.)



PREET BHARARA
United States Attorney