

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DNB EXPORTS LLC, and)
AFI ELEKTROMEKANIK VE ELEKTRONIK SAN. TIC. LTD. STI.)

Complainants,)

v.)

BARSAN GLOBAL LOJISTIKS VE GUMRUK MUSAVIRLIGI A. S.,)
BARSAN INTERNATIONAL, INC., and)
IMPEXIA INC.)

Respondents.)

) DOCKET NO.
) 11-07

COMPLAINANTS' PROPOSED FINDINGS OF FACTS

**PERTINENT PROCEDURAL HISTORY AND
NOTICE FOR REQUEST TO SUBMIT SUPPLEMENTAL EVIDENCE:
CUNEYT KARDAGLI APPEARS ON BARSAN INT'L'S PAYROLL RECORDS**

On March 20, 2013 the Administrative Law Judge ("ALJ") issued an *ORDER GRANTING IN PART AND DENYING IN PART COMPLAINANTS' RENEWED MOTION TO COMPEL COMPLIANCE WITH OUTSTANDING DISCOVERY AND FOR SANCTIONS* in which the ALJ stated in this Order, among other things, the following:

BGL/Barsan state that they have produced all documents responsive to the underlying requests for production, but also state that they "did not produce an email from Ms. Karadagli to her husband in which the subject of what they are having for dinner is discussed." (BGL/Barsan Opposition at 15-16.) BGL/Barsan are ordered to produce all emails between Burcin Karadagli and Cuneyt Karadagli.

Counsel for the Barsan Respondents provided a response to this part of the Order on April 3, 2013, with the following commentary:

Attached please find additional documents being produced pursuant to the ALJ's Order of March 20, 2013. As reflected in prior correspondence, Barsan recovered all of the documents from six separate workstations in the office where Burcin Karadagli worked. The documents produced are therefore largely duplicative of each other. These documents are also duplicative of documents previously produced in discovery with the exception of correspondence from Burcin Karadagli to her husband related to family matters such as children's birthday parties and the like. (Emphasis supplied).

(Barsan Letter Re April 3, 2013 Production (AFI/DNB App 2102)).

Notwithstanding that representations were made that the Burcin e-mails included in the response to the ALJ's Order were "related to family matters such as children's birthday parties and the like", even upon preliminary review, the disk contains much more serious materials relevant to this case. Materials which Complainants' counsel could review which were in English focused us on the attached payroll records which clearly indicate that Cuneyt Karadagli (hereinafter either "Jimmy" or "Cuneyt"), the President of Impexia, was shown as an employee of Barsan Int'l during a period pertinent to this proceeding, and was being paid substantial sums. (AFI/DNB App. 2163-2171).

THE PARTIES

1. AFI Elektromekanik Ve Elektronik San. Tic. Ltd. Sti. ("AFI") is a corporation organized and existing pursuant to the laws of Turkey, with its principal place of business at Serifali Mahallesi, Emin Sok. No: 51 P.K. 34775, ÜMRANIYE / İSTANBUL, Turkey. AFI has been a wholesale distributor of U.S. standard electrical

goods to construction firms in the Greater Middle East for the past fifteen years.
(Complaint (AFI/DNB App. 2))

2. DNB Exports LLC (“DNB”) is a corporation organized and existing pursuant to the laws of the State of Delaware, with its principal place of business at 110 Harmon Dr, Unit 106 Blackwood, NJ 08012. DNB acts as AFI’s procurement agent in the United States. (Complaint (AFI/DNB App. 2))

3. Respondent Barsan Global Lojistiks Ve Gumruk Musavirligi A. S. (“BGL”) is a corporation organized and existing pursuant to the laws of Turkey with its principal place of business at Merkez Mahallesi Nadide Sok. No.1, Barsan Business Center, 34381 Şişli, İstanbul, Turkey. (Complaint (AFI/DNB App. 2))

4. Respondent Barsan International, Inc. (“Barsan Int’l”) is BGL’s subsidiary and is a corporation organized and existing pursuant to the laws of the State of New York with its principal place of business at 17-09 Zink Place Unit 5, Fair Lawn, NJ, 07410. Barsan Int’l is licensed as a non-vessel operating common carrier (“NVOCC”) in the waterborne foreign commerce of the United States and as a freight forwarder (FMC License No. 004656NF, Org No. 015750), pursuant to the Shipping Act and 46 C.F.R. § 515.21 et al. and 46 C.F.R. Part 520 of the Federal Maritime Commission Regulations. Barsan’s surety bonds (Bond Nos. 571625 and 571626) were issued by Washington International Insurance Company). (Complaint (AFI/DNB App. 2)).

5. Respondent Barsan Int’l also registered in the States of New Jersey and Florida respectively as a foreign corporation. (Complaint (AFI/DNB App. 3))

6. Respondent Impexia Inc. (“Impexia”) is a corporation incorporated on or about March, 2010, and existing pursuant to the laws of the State of New Jersey with its

principal place of business initially located at 17-09 Zink Place Unit 5, Fair Lawn, NJ, 07410, the same location as Barsan Int'l. (Complaint (AFI/DNB App. 3)

7. BGL also incorporated Barsan Global Logistics Corp in the State of New Jersey with its principal place of business at 17-09 Zink Place Unit 5, Fair Lawn, NJ, 07410, the same location as Barsan Int'l. (Complaint (AFI/DNB App. 3)

8. Mr. Ugur Aksu serves as President for both Barsan, Intl. and Barsan Global Logistics Corp. (Complaint (AFI/DNB App. 3), Barsan Respondents Answer §8 (AFI/DNB App. 48)).

9. BGL presents Barsan Int'l to the shipping public as BGL's U.S. office, and Barsan Int'l presents itself to the shipping public as a division of BGL, and Barsan Int'l's bills of lading, invoices and other documents carry the BGL logo. (Complaint ¶9 (AFI/DNB App. 3); Barsan Respondents Answer ¶9 (AFI/DNB App. 48); Barsan Global Logistics Description Provided by Wikipedia, (AFI/DNB App.16); BGL USA Description on BGL Website, (AFI/DNB App.17-18); BGL/Barsan International, Inc. Bill of Lading, (AFI/DNB App.19); BGL/ Barsan International, Inc. Invoice (AFI/DNB App.12)).

10. Burcin Karadagli was employed by Barsan Int'l. from 2001 to April 2011: Burcin Karadagli worked for Barsan Int'l as an accounting clerk from 2001 to 2004 and as an Accounting Manager/Accounting Operations Supervisor from 2004 to April 2011. (Impexia's Responses and Objections to Complainants' Second Set of Discovery Requests. (AFI/DNB App. 109-111)).

11. Cuneyt Karadagli is the president of Impexia. (Impexia's Responses and Objections to Complainants' Second Set of Discovery Requests (AFI/DNB App. 107)).

12. Cuneyt Karadagli is the only member of Impexia. (Cuneyt Karadagli's Declaration ¶3. AFI/DNB App. 241)).

13. Cuneyt Karadagli is the husband of Ms. Burcin Karadagli. (Barsan Respondents' Objections and Responses to Complainants' First Set of Discover Requests (AFI/DNB App. 184)).

14. Barsan Int'l's officers, President Ugur Aksu, Vice President, Sevgi Cebe and Export Manager Tugsan Uresin, also maintain a close relationship with Impexia, and Barsan Respondents had prior close business relationship with Barsan before Impexia was established. (Cuneyt Karadagli's Affidavit ¶¶ 6 and 7 (AFI/DNB App. 242)).

15. Barsan Int'l has a small and open office and all employees sat close to each other. (Baris Devrim Bal Affidavit (AFI/DNB App.2228); Barsan Floor Plan (AFI/DNB App. 2222)).

16. Cuneyt Karadagli was a frequent visitor of Barsan Int'l's office. (Baris Devrim Bal Affidavit (AFI/DNB App.2228)).

17. Cuneyt Karadagli's previous places of business were located in the same building with Respondent Barsan. (Cuneyt Karadagli's Affidavit ¶ 13 (AFI/DNB App. 243)).

RESPONDENTS' VIOLATIONS OF THE SHIPPING ACT

18. Complainants and Barsan Respondents executed a "Contract Carrier Agreement" ("Agreement") on January 15, 2009. (AFI/DNB App. 21-25)

19. The Agreement states: "Barsan International, Inc., International Freight Forwarder-NVOCC, A Division of Barsan Global Logistics." (AFI/DNB App. 21-25)

20. During the period commencing on or about January 2009 continuing through on or about the middle of January, 2011, Barsan Int'l provided NVOCC services to DNB and AFI for shipments originating at U.S. Ports for delivery at Ports in Turkey and other ports and points pursuant to the Agreement. (AFI/DNB App. 21-25).

21. Barsan Int'l has issues releases in Turkey announcing that they obtained AFI/DNB business. (Baris Devrim Bal Affidavit (AFI/DNB App.2227)).

22. AFI/DNB were Barsan' Int'l's only customers to ship electrical equipment and complementary parts to Turkey/Great Middle East before Impexia was set up. (Barsan Respondents' Objections and Responses to Complainants' Second Set of Discovery Requests, Admissions No. 7 and 8, (AFI/DNB App. 198)).

23. From January 2009 to March 2011, Barsan Respondents handled AFI/DNB's shipments and obtained AFI/DNB commercial invoices, packing lists, etc. Those documents include but are not limited to the descriptions of the products, suppliers, prices, quantities, etc. (AFI/DNB App. 1025-1793).

24. There were basically three scenarios which generated both air and ocean shipments, but which together would form the basis from which Impexia could implement its unlawful activities. (See Devrim Bal, Affidavit, (AFI/DNB 2229-2230)).

These scenarios were:

Scenario 1:

AFI/DNB would send a shipment containing product samples (for example lighting fixtures) directly to its customer by air, identifying the customer by name. Then, upon product review and approval, Complainants organized a larger ocean shipment from DNB to GMG, a related company in Turkey, to be sold to its customer in Afghanistan or Iraq. Therefore, Barsan Int'l/Impexia could correlate that the products which were shipped by ocean to GMG were, in fact, to be sold and

shipped to the same customer identified previously in the air waybill. Therefore, between the more complete product information identified in the ocean shipment, Barsan/Impexia could identify the buyer of said products from the sample shipment on the air waybills. Therefore, the composite information obtained from both the ocean and air shipments became the whole picture for a party wishing to emulate Complainants' business.

Scenario 2:

Complainants would send a container load of products (for example lighting fixtures) by ocean to GMG, Complainants' related company in Turkey for sale to a project in Afghanistan. Occasionally, Complainants were informed by their customer that some materials were damaged during shipment and they desperately needed replacements for damaged items. Then, an air shipment would be organized through Barsan Int'l directly to AFI/DNB's customer. Again Barsan/Impexia could easily determine what products went to what customers by correlating the information on both air and ocean shipments.

Scenario 3:

When a project was late, Complainants would require that Barsan Int'l officers split the material into two separate shipments (one shipment by air and the remainder by ocean). The air shipment was sent directly to Complainant's customer at the job site in Afghanistan or Iraq so that while the construction workers were occupied installing the first part of the material, the remainder could get to the site by ocean to save money on shipping costs. Again, this was a method by which Barsan/Impexia could create composites of products to suppliers and customers.

(Baris Devrim Bal Affidavit (AFI/DNB 2229-2230)).

25. Barsan's officers had full access to the database of AFI/DNB's business information for the purposes of transporting AFI/DNB's cargo. The database included the products' descriptions, catalogue numbers, suppliers, etc. (AFI/DNB App. 2120-2162); (Barsan Respondents' Objections and Responses to Complainants' Second Set of Discover Requests, Response No. 8 (AFI/DNB App. 200)).

26. Barsan's officers handled AFI/DNB on paper, but they also physically and directly handled Complainants' materials when the purchases entered into Barsan's warehouse. When Complainants' materials (items purchased in the US) arrived at

Barsan's warehouse they were stored in the warehouse for several weeks waiting for Complainants' additional materials/orders to arrive so that Complainants could consolidate all of the materials into a single container. During this time Complainants had Barsan officers inspect Complainants' materials, count Complainants' materials, and Complainants had Barsan break large skids into multiple smaller skids (the same item sent by OCEAN and AIR). In addition to handling Complainants' documents, Barsan offers, Ugur Aksu, Sevgi Cebe, Isik Onur, Mustafa Turkoglu, Tugsan Uresin all handled Complainants' materials physically and sometimes they emailed Complainants pictures regarding damaged materials. (Baris Devrim Bal Affidavit (AFI/DNB App.2228)).

27. Before Impexia was set up, Mr. Karadagli's Declaration describes his prior business experience, which is summarized as follows:

Since 2005, I have incorporated and operated several companies, including Source Concept, Inc. d/b/a Myra Home, House of Water LLC, House of Water Inc, and Impexia Inc. Source Concept, Inc. d/b/a Myra Home was incorporated on July 20, 2005 and ceased operations in April of 2009. House of Water, Inc. was incorporated in June 2009 and ceased operations in December of 2009. I was president with a 33% share with two other partners. In January of 2010, which was previously House of Water, Inc. became House of Water LLC. House of Water ceased operations in November of 2010.

(Cuneyt Karadagli's Declaration ¶5, AFI/DNB App. 241)).

21. To be knowledgeable person in all aspects of this business, i.e. product knowledge, having reasonable number and quality overseas customers, sourcing domestic suppliers and manufacturers, arranging air/ocean freight carriers, customs formalities both in the U.S. and exporting countries, building a well working team requires at least seven years of experience. This is to be for a knowledgeable person. It would take ten years to be an expert. (Bural Bal Affidavit, AFI/DNB App.2228)).

28. As early as the beginning of February, 2009, immediately after AFI/DNB executed the Contract Carrier Agreement with Respondents BGL and Barsan Int'l, Barsan disclosed AFI/DNB's business information to Mr. Cuneyt Karadagli, President of Respondent Impexia. (AFI/DNB App. 387-488);

29. IMPEXIA00137, includes an e-mail, demonstrating that on February 2, 2009, 3:55PM, Barsan sent DNB's website and AFI/DNB proforma invoice to Cuneyt Karadagli. (AFI/DNB App. 378-380).

30. IMPEXIA00131-00136, includes an e-mail, demonstrating that on February 27, 2009, 2:18PM, Barsan sent AFI/DNB shipping information, commercial invoice to 77 Insaat to Cuneyt Karadagli. (AFI/DNB App. 381-386).

31. IMPEXIA00083---00100, includes an e-mail, demonstrating that on April 29, 2009, 5:27 PM, Barsan disclosed AFI/DNB's Ocean Shipment information with products, supplier information (Supplier Grainger) to Cuneyt Karadagli. (AFI/DNB App. 387-405).

32. IMPEXIA00108-00116, includes an e-mail, demonstrating that on May 1, 2009, 10:07 AM, Barsan forwarded AFI/DNB commercial invoice and shipper's letter of instructions to Cuneyt Karadagli. (AFI/DNB App. 406-417).

33. IMPEXIA00168-00172, includes an e-mail, demonstrating that on May 18, 2009, Barsan forwarded AFI/DNB shipping/products information to Cuneyt Karadagli. (AFI/DNB App. 418-422).

34. IMPEXIA00117-00130, includes an e-mail, demonstrating that on May 22, 2009, 10:21 AM, Barsan forwarded AFI/DNB shipping information, communication, commercial invoice, shipper's letter of instruction to Cuneyt Karadagli (AIR Yuklemesi). (AFI/DNB App. 423-442).

35. IMPEXIA00101-00107, includes an e-mail, demonstrating that on June 1, 2009, 9:36 AM, Barsan forwarded AFI/DNB commercial invoice (Including Item Number, Description, Unit Price, etc.) and shipper's letter of instructions to Cuneyt Karadagli. (AFI/DNB App. 443-451).

36. IMPEXIA00139—00143, includes an e-mail, demonstrating that on June 3, 2009, 8:36AM, Barsan sent AFI/DNB shipping documents, commercial invoices, to Cuneyt Karadagli. (AFI/DNB App. 452-457).

37. IMPEXIA00145---00167, includes an e-mail, demonstrating that on June 26, 2009, 8:09 AM, Barsan forwarded Cuneyt Karadagli, DNB/AFI Bill of Lading and commercial invoice and other Barsan Customers' shipping information. (AFI/DNB App. 458-481).

38. BAR001644-001647, includes an e-mail demonstrating that on February 22, 2011, Barsan forwarded AFI/DNB proprietary business information to Cuneyt Karadagli. The aforementioned forwarded e-mail was from Isik Onur to Burcin Karadagli Dated January 14, 2011, sending DNB/AFI's bill of lading and a commercial invoice with proprietary information. (AFI/DNB App. 482-488).

39. BAR002987 includes an e-mail demonstrating that Barsan forwarded other customer's information to Cuneyt Karadagli on March 24, 2010. (AFI/DNB App. 672-684).

40. In March 2010, Cuneyt Karadagli set up Impexia. (Certificate of Incorporation (AFI/DNB App. 252)).

41. The president of Impexia admitted that he did not have prior experience in selling electrical products and complementary parts. (Impexia's Responses to Complainants' Second Set of Discovery Requests, Interrogatories. Responses Nos. 32, 33, 34, 46, 55 (AFI/DNB App. 123, 124, 132, 137.)

42. In addition to the business information provided by AFI/DNB to BGL/Barsan Int'l for transportation and exports purposes, Barsan Int'l's officers intentionally and fraudulently solicited and received sensitive business information by inviting Mr. Baris Devrim Bal, Managing Director of DNB, to informal lunch and dinner business meetings. These informal business meetings which started in 2009, turned more frequent at the beginning of 2010, and abruptly stopped after March 2010 when Impexia was incorporated. During some of these meetings Barsan Int'l's President, Mr. Aksu, and other employees complained to Mr. Bal about their working conditions at Barsan Int'l and told Mr. Bal of their intentions and interest to set up their own business or form a partnership with Mr. Bal. During one of these dinner meetings at a New Jersey restaurant, around January 2010, Barsan Int'l officers presented a "hypothetical" scenario to Mr. Bal: "If we had \$100,000, what kind of business could we set up or how would you run a business with that kind of money?" Mr. Bal responded by saying that the

economy is not prime for setting up a new business, and that everyone should focus on the profession they're good at. (Baris Devrim Bal, AFI/DNB App. 2230))

43. Complainants first became aware of Barsan Respondents and Impexia's scheme around December 2010 when Complainants bid a project with their customer Ceytun Construction Co., ("Ceytun"), Kandahar, Afghanistan. Complainants quoted \$250,000 for the project and Ceytun informed AFI and DNB that Impexia quoted \$200,000 for this project and also enclosed a copy of Impexia's invoice. (Complaint. (AFI/DNB App. 7).

44. Ceytun was a longtime customer of Complainants. AFI and DNB raised the issue of illegality of BGL, Barsan Int'l and Impexia's practice to Ceytun. (Complaint. (AFI/DNB App. 7))

45. Complainants again became aware of Barsan Int'l's and Impexia's continuing scheme of misusing Complainants' customer information in March, 2011 when AFI and DNB was provided a copy of Impexia's invoice to Metag Construction, Ankara, Turkey. Metag Construction was a long time customer of AFI and DNB. (Complaint. (AFI/DNB App. 8)).

46. Burak Bal, on behalf of DNB and AFI again in March, 2011 communicated with Mr. Kamil Barlin, the owner of BGL, in Istanbul, Turkey, alleging that Barsan Int'l released AFI/DNB's business information to Impexia and Impexia solicited AFI/DNB's customers. Mr. Barlin acknowledged Barsan Int'l's wrong doings and advised that BGL would compensate AFI and DNB for the loss caused by Barsan Int'l's releasing AFI/DNB business information. (Complaint.(AFI/DNB App. 8-9)).

47. BGL/Barsan Int'l failed to take any action after Burak Bal's meeting with Mr. Kamil Barlin. (Baris Devrim Bal Affidavit. (AFI/DNB App. 2231---).

48. Impexia sold products identical to the Complainants' products. (Impexia's Commercial Invoices Issued to AFI/DNB's Customers (AFI/DNB App. 774-1024)).

49. Impexia's customers include Ceytun Construction Co., Metag Construction, Sasel Insaat Taah Tic. Ve San Ltd. Sti., and Yuksel Insaat and 77 Construction Contracting & Trading Company, Ceytun, Epik, Delta Om, Cakmaklar, Ayken¹. (Impeixa's Client List and AFI/DNB Customer List, AFI/DNB App. 489 and 490).

50. Complainants shipped their cargo through Barsan to those customers including Ceytun Construction Co., Metag Construction, Sasel Insaat Taah Tic. Ve San Ltd. Sti., and Yuksel Insaat and 77 Construction Contracting & Trading Company, Ceytun, Epik, Delta Om, Cakmaklar, and Ayken. (Shipping Documents and AFI/DNB Commercial Invoices for the Shipments handled by Barsan (AFI/DNB App.1025-1793)).

51. The documents clearly demonstrate that the customers with which Impexia had major transactions are Complainants' customers, which Complainants served through the Barsan Respondents and are now Impexia customers. (AFI/DNB App. 489, 490, 1025-1793)).

¹ Delta Om is Electrical subcontractor to Metag, so whatever is communicated to Metag will find its way to Delta Om. Ayken is Electrical subcontractor to Yenigun, so whatever is communicated to Yenigun will find its way to Ayken.

52. Mr. Cuneyt Karadagli's Declaration alleges that Impexia obtained the customers' information from a government website, www.fob.gov. (Mr. Cuneyt Karadagli's Declaration ¶¶33-38, AFI/DNB App. 247—249).

53. Impexia admitted that it had never registered with www.fob.gov, where Impexia previously alleged that it obtained the customers' information. (Impexia's Objections and Responses to Complainants' Second Set of Discovery Requests, Response No. 55, (AFI/DNB App. 137)).

54. The documents produced by Impexia, i.e. IMPEXIA 131-136, include an email dated February 27, 2009, 2:18 PM, sent by Barsan Int'l to Mr. Karadagli with forwarded email communications between Barsan and AFI/DNB regarding a shipment to 77 Construction and a copy of DNB's commercial invoice issued to 77 INSAAT was also forwarded by Barsan Int'l to Mr. Karadagli. Please note that 77 INSAAT and 77 Construction are the same company. (AFI/DNB App. 387-405).

55. In Mr. Karadagli's Declaration in Support of Impexia's Motion to Dismiss, Mr. Karadagli states as follows:

Impexia learned of 77 Construction through my own prior personal relationship with Mr. Kayhan and not through Barsan Int'l as alleged in the Complaint.

(Mr. Cuneyt Karadagli's Declaration ¶¶37-38, AFI/DNB App. 249).

56. Mr. Karadagli's Declaration indicates that since March 2010, Impexia has hired Barsan Int'l to transport by ocean two shipments of certain non-military items to Turkey, that in April/May 2010, Barsan Int'l transported by ocean a shipment for Impexia from Barsan Int'l's warehouse to Turkey, that in November/December 2010,

Barsan Int'l transported by ocean a shipment for Impexia from Barsan Int'l warehouse to Turkey to the end user, 77 Construction Company, and that since March 2010, Impexia has hired Barsan Int'l to make two air shipments of certain non-military items to Turkey for Impexia. (Mr. Cuneyt Karadagli's Declaration ¶¶ 16-19, AFI/DNB App. 244).

57. 77 Construction was a longtime customer of Complainants. (Baris Devrim Bal Affidavit. (AFI/DNB App. 2232)

58. Barsan shipped cargo for Impexia and consigned to 77 Construction. Barsan issued its Bill of Lading dated December 9, 2010 with 77 Construction as Consignee. (AFI/DNB App. 494—505).

59. Complainants were the first company for which Barsan shipped cargo to Camp Bastion. (Baris Devrim Bal Affidavit, AFI/DNB App. ____ and Shipper's Letter of Instructions, Shipper (AFI/DNB App. 1384 and 1793)).

60. Impexia and Barsan discussed a shipment to Camp Bastion in November 2010. The Subject of the e-mails is SHIPMENT TO CAMP BASTION. The e-mails were exchanged between Cuneyt Karadagli and Isik Onur with other Barsan's officers were copied, who are Tugsan Uresin, Sevgi Cebe, Ugur Aksu, etc.. Cuneyt Karadagli's signature sections contained Barsan's addresses (IMPEXIA00218---00239 (App 288-308)).

61. According to an e-mail sent by Isik Onur To Jimmy Karadagli on December 06, 2010 (BARSAN 000005), Barsan Int'l consented to Impexia's request to have Burcin Karadagli sign the required SLI document:

From : Isik Onur (<mailto:isik.onur@barsan.com>)
Sent: Monday, December 06, 2010 4:51 PM
To: Jimmy Karadagli
Cc: Tugsan Uresin; Sevgi Cebe; Ugur Aksu
Subject : RE: SHIPMENT TO CAMP BASTION

Cuneyt Abi; I received the documents, but the schedule B # for these items are not mentioned, can you get them from the people who sold you these and forward to me, this information is required at USA Customs entry point, to make it to tomorrow's cut off date.

I will have Burcin sign the SLI, it is not a problem, however your customer may need the original invoice, is there someone in Turkey that can prepare the original invoices for your customer? Otherwise they might have to be sent from here.

As Respondent Barsan Int'l's accounting manager, Respondent Barsan Int'l asked Burcin Karadagli to execute Impexia's Shipper's Letter of Instructions. (AFI/DNB App. 2176).

62. Impexia's commercial invoices and Impexia's previous website shows an address identical to Barsan Int'l's address. (AFI/DNB App.33-40).

63. BAR002031-2033 show that as early as January 2009, Mr. Cuneyt Karadagli's other companies, House of Water and Source Concept, used Barsan's address. (AFI/DNB App. 2114 and 2116).

64. Barsan Int'l officers were aware of Impexia's use of its address at least since November 2010 but did not raise any objection until March 2011, after AFI/DNB formally asserted their claims to the owner of BGL. (Declaration of Cuneyt Karadagli, ¶¶ 6-13. (AFI/DNB App. 245)). Cuneyt Karadagli's communicated via e-mails to Barsan officers, Burcin Karadagli, Tugsan Uresin, Sevgi Cebe, Ugur Aksu, and Isik Onur, with

Barsan's address shown as Impexia's addresses, to discuss Impexia's shipment. (AFI/DNB App. 287-308, 310-316, 310-316, 318-333).

65. Barsan Respondents were aware that Burcin Karadagli and her husband were facing economic hardships and that Mr. Cuneyt Karadagli was having a hard time making payments for transportation services provided by Barsan on behalf of companies he operated before Impexia was established. (AFI/DNB App. 710, 713-714, 715-718, 719-758, 759-760).

66. Barsan Respondents did not deal at arm's length with Impexia, and that Mr. Karadagli's previous business dramatically increased payments, in both frequency and amount, to BGL/Barsan after Impexia started its business transactions. After Impexia was started in March, 2010, was Barsan Int'l paid other than token amounts by House of Water and Source Concept, and by May, 2011, all invoices had been paid off. (Barsan Customers Balance Details (AFI/DNB App. 642-644)).

67. Mr. Cuneyt Karadagli founded several previous companies which had also maintained a close business relationship with Respondent Barsan Int'l. Prior to the start of Impexia's operations, Mr. Karadaglis' other companies could not even pay an invoiced amount of one hundred dollars on time. After Impexia was set up, however, Mr. Karadagli suddenly changed his pattern and frequency of payments to Barsan Int'l. (Barsan Customers Balance Details (AFI/DNB App. 642-644) (AFI/DNB App. 710, 713-714, 715-718, 719-758, 759-760)).

68. Burcin Karadagli and other Barsan officers worked together to resolve problems for House of Water, another of Mr. Karadagli's companies. (Emails Dated

July 22, 2009, etc. among Burcin Karadagli, and other Barsan officers (AFI/DNB App. 645-671)).

69. DNB invoices and internal correspondence about AYKEN and Yenigun shipments were attached to emails dated September 3, 2010, which were forwarded to Barsan. (AFI/DNB 685-709).

70. BAR002057 shows that before Impexia was set up Mr. Karadagli's, previous companies made a monthly payment in the amount of \$100 to Barsan Int'l. (AFI/DNB App. 710).

71. BAR002144 is an email on October 14, 2009, indicating that it was difficult for Source Concept, Mr. Karadagli's previous company, to pay \$300 to Barsan Int'l. (AFI/DNB App. 711-714).

72. BAR002146 is an email on May 22, 2009, indicating that Source Concept would deposit \$100 each Friday and that Source Concept had a problem to deposit a \$200 check. (AFI/DNB App. 715-718).

73. BAR002161 is an email on May 14, 2009 from Urgur Aksu to Burcin Karadagli, demonstrating that Source Concept had not made any payment to Barsan Int'l for more than a year. (AFI/DNB App. 719-758).

74. BAR002221 is an email on February 10, 2009, indicating that Burcin Karadagli would pay \$100 every month from her paychecks to Barsan Int'l for her husband's company. (AFI/DNB App. 759-760).

75. BAR002225 is an email on August 17, 2009, showing that Mr. and Mrs. Karadagli faced some problems with payments for their car insurance and lease. (AFI/DNB App. 761-762).

76. BAR002960 is an email dated May 18, 2010, indicating that Mr. and Mrs. Karadagli could not pay \$150 school fees for their kids before Impexia was established. (AFI/DNB App. 763-770).

77. BAR003047 is one of Barsan Respondents' Invoices, dated April 22, 2010, indicating that Barsan invoiced Impexia for \$800 exports fees. (AFI/DNB App.771).

78. Jimmy Karadagli was able to purchase a \$3,000 jersey in a fundraiser for his favorite soccer club after Impexia was set up. (Turkish Press. (AFI/DNB App. 772-773)).

DAMAGES

79. Impexia did not conduct any preliminary steps necessary for selling products to the Middle East. (Impexia's Objections and Responses to Complainants' Second Set of Discovery Requests, Responses Nos: 32, 33, 34, 41, 42, 46, 48, 55, Impexia's Objections and Responses to Complainants' Second Set of Interrogatories and Requests for Admissions, Production of Documents and Entry Upon Land for Inspection and Other Purposes. (AFI/DNB App. 123-124, 129,132-133,137)).

80. Impexia's reliance on materials taken from Complainants is well illustrated in the e-mail exchanges between Impexia, Metag (former AFI/DNB customer), and World Electric Supply (AFI/DNB U.S. supplier) with references to products already vetted by Complainants and contained in their Catalogue. (E-mails with AFI Catalogue, among World Electric Supply, Jimmy Karadagli, Metag, and other parties, dated July 11, 2011, etc, Subject: Product Date for Waterproof lighting with Certified Translation (IMPEXIA00947—00958)(AFI/DNB App.2210-2218).

81. The e-mail with Complainants' catalogue described in Paragraph 77 demonstrates that Jimmy Cuneyt Karadagli of Impexia does not have in-depth product knowledge. Impexia ended up selling the wrong type of product to Metag. Additionally, Impexia edited the spec sheet of the product to include the word ("waterproof") to cover its lack of expertise in not being able to source a waterproof product as required by Metag. The reason that this is known is that Impexia was using Complainants catalog cut sheets for reference. (AFI/DNB App.2219)).

82. The original catalog cut sheet from the manufacturer that does not have the word ("waterproof") to compare to the one attached to the e-mails between Impexia and Metag. (Original Catalogue, AFI/DNB App. 2219)).

83 Also notable in this matter is that Impexia is selling the TEXAS Fluorescents brand. There are many very well-known lighting manufacturers in the U.S. such as GE, Hubbell Lighting, Cooper Lighting, etc. What is important in this incident is that Impexia altered the catalogue cut out to make Metag think that the products were "waterproof" as required by the customer, and further, that Complainants were the first to ever to sell TEXAS Fluorescents to the Middle East. Complainants registered the TEXAS Fluorescents name and specified its products for the projects in Afghanistan. Impexia again merely stole the information without incurring any of the expenses in qualifying the products for sale to specific projects. Additionally, in view of their lack of expertise and professionalism, Impexia unethically mischaracterized the product as "waterproof." This is a further illustration that Impexia, but for the stolen information, could not be a competitor in this environment)(AFI/DNB App.2210-2219).

84. Impexia has been using Complainants' catalogue and selling products to Complainants' customers. For example, Line 33-34-35 in the Impexia Invoice 2089912 issued to Metag Insaat Ticaret A.S. and dated October 27, 2011, demonstrates that 35 item descriptions written with AFI CATALOG numbers and states "As AFI CATALOGE No. 737DM1M25" (IMPEXIA02258-02259, AFI/DNB App. 876-878)).

85. Complainants invested a tremendous amount of money and time to be able to sell products to the Middle East, including but not limited to obtaining approval for the subject products submitted to the consultants for the U.S. projects. (Burak Bal Affidavit , AFI/DNB App.2243-2254).

86. Completely contrary to Impexia's description of this industry, (See Mr. Cuneyt Karadagli's Declaration ¶¶32-38, AFI/DNB App. 247)), selling U.S. standard Electrical products outside of U.S. is a very difficult, cumbersome and tedious process. U.S. standards on electrical products are very different from the rest of the world, and they are not compatible with each other. The U.S. uses 110 Volt / 60 Hz. while most of the other countries use 220V / 50 Hz. In addition to this difference, U.S.-standard wiring devices, lighting fixtures even cables are not interchangeable and compatible with the rest of the world. Therefore there are very limited projects that require U.S. standard products outside of the U.S. . Most of these projects are related to the U.S. Government, U.S. Military, Oil Sector or large U.S. design firms executing jobs overseas such as airports, high rise buildings, etc. The market is small, project-oriented and mostly government-driven. Therefore, there aren't many U.S. exporters solely dealing with U.S. Electrical Products and complementary products. Instead, most of the U.S. exporters deal with

other construction materials, chemicals, food stuff, automotive parts etc. (Burak Bal Affidavit, AFI/DNB App.2240)).

87. A typical transaction from inquiry to order in our industry will follow the steps below:

- An inquiry is sent out by Complainants to vendors either with a generic item description or with a specific manufacturer's part number.
- Complainants study the Bill of Material if there is one or study the project documents for material take off and determine the quantities required for the project.
- Complainants study the inquiry together with other project documents such as drawings and specifications, and determine a suitable product to offer for each line.
- Complainants submit their proposal backed by the product datasheets & manufacturer's specific catalog numbers.
- Complainants receive the approval for the products submitted.
- In the event that they do not get the approval, Complainants repeat the last three steps until such time the approval for the products are received.
- Complainants anticipate to be rewarded with a Purchase Order based on their offer with all such details above from the customer to pay for all the work they have done so far.
- This is the buying stage of the inquiry and the customer now goes out shopping using Complainants' manufacturer's specific catalog numbers.
- Their target prices are based on Complainants' offer.

(Burak Bal Affidavit, AFI/DNB App.2246-2247)).

88. Complainants' operation of business is seen as follows: the Kabul Embassy Project where a lighting fixture was inquired as "Fluorescent Fixture, suitable for wet locations with a minimum of IP65 protection, 2 lamps (T8), 32 Watts Surface Mounted with rapid start, Multi-Volt electronic ballast for 120-277VAC 50/60 Hz. Operation." Based on the item description and specifications/drawings, Complainants chose Texas Fluorescent Part Number CITLB232MV and offered it together with product

datasheets. Complainants are the manufacturer's representatives and would have offered their product with supporting documentation even if the inquiry came in with a competitor's catalog number. Complainants would have used their expertise to cross reference the item to their product mentioning the deviations from the specifications, if there was any. The above is a summary of the most critical part of the job since it took Complainants 30 years to gain the expertise to be able to select products that the customers would rely on. Complainants are not only offering products but also their experience and credibility in the industry. Having submitted the product with all these and received the approval and it would have been fair to face competition that would offer, following the same process, a competitive product from another brand such as Acuity Brands Lighting, Hubbell Lighting or Cooper Lighting.

(Burak Bal Affidavit, AFI/DNB App 2243-2247)).

89. Impexia has been receiving inquiries with Complainants' manufacturer's specific catalog numbers and out-pricing Complainants' offer for Texas Fluorescent because 1) they do not have the capability to work on the raw inquiry and offer a suitable product: 2) it would be cumbersome and time consuming. (Burak Bal Affidavit , AFI/DNB App.2243-2249).

90. Another example is Harger Lightning & Grounding, for which Complainants are a distributor. It is a medium size US Company manufacturing Lightning Protection & Grounding to US standards. They were not known in the Great Middle East region including Afghanistan until we started working heavily to specify their products about three years ago. Alternative products from Turkey and other countries in the neighborhood were used in place of theirs. The specific example is

"Kandahar Milcon Pkg. 10-1 Project, Expeditionary Fighter Shelters" in Afghanistan.

Complainants' sales representative, Mr. Asim Seyhoglu received the site Grounding Plan in the form of drawings and spent days for the grounding material take off. (AFI/DNB App. 2225-2226). Having calculated what was required for the job, he prepared his sales offer including

- Harger's specific catalog numbers,
- Unit prices for each,
- Datasheets for the products offered.
- (Please see attached document AFI/DNB App. 2226 for his quotation)
-

(Burak Bal Affidavit , AFI/DNB App.2243-2254).

91. After Complainants spent time and money to get the products approved as described in Paragraph 86, Impexia stepped in with all Complainants' information, got hold of Complainants' quote with all technical details with target prices dictated by the contractor, Metag on this particular occasion, and contacted a domestic Harger Lightning & Grounding for a quote. (Burak Bal Affidavit , AFI/DNB App.2243-2254).

92. Impexia has critical relationship with ETDE engineering. (AFI/DNB ,App. 2088; AFI/DNB App. 2089-2094).

93. Complainants discovered that Impexia's website has been shut down.

94. Impexia's website has previously been directly linked with the website for ETDE Engineering, a company with which Impexia previously denied having any significant relationship. Notably, however, the ETDE e-mail address listed for Okan Eker redirected to the e-mail address for Impexia's President, Jimmy Karadagli. The link for ETDE's website is also redirected to Impexia's website. This e-mail, dated June 22, 2011, (AFI/DNB App. 2088).

95. Complainants further discovered that ETDE's website was set up on May 4, 2011, seven days after the Federal Maritime Commission served Complainants' Verified Complaint on Respondents. ETDE's website also indicates that ETDE is engaging in business that is identical to that of Complainants' as well as Impexia's. (AFI/DNB App. 2089-2094).

96. Mr. and Mrs. Karadagli and Impexia jointly and severally executed an Indemnity Agreement to indemnify Barsan for AFI/DNB's claims.

97. The bank statements and the commercial invoices produced by Impexia clearly demonstrate that it has been engaged in the identical business, i.e. selling identical merchandise to identical customers of Complainants'. (AFI/DNB App. 774-1024, 506-641, 1028-1793, 1794-2076).

98. Complainants have been incurring two kinds of damages. One is an immediate damage which Complainants have been incurring since BGL/Barsan disclosed Complainants' information to Impexia. Since Impexia has all Complainants' critical information such as the cost, selling price, specification and suppliers, Impexia called Complainants' customer and took the order. Impexia contacted Complainants' customers and told them that they could cut Complainants' prices and they started to collect prices for these products in U.S. from the distributors of these manufacturers. These three manufacturers' products were specified by Complainants for the US Army jobs in Afghanistan and the end users are not in a position to procure any other brand unless they make new submittals. Impexia contacted these contractors. . (Burak Bal Affidavit , AFI/DNB App.2243-2254)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

100. The other damage is that once Impexia establishes a relationship with Complainants' customers and has shown that they can provide better pricing, Complainants' customers will continue to send inquiries to Impexia for future business. For example, Metag, Ceytun and 77 Insaat were Complainants' customers who had purchased from Complainants for years, but now they send every inquiry to Impexia because Impexia has promised them that it can undercut Complainants' prices because Impexia does not incur any R&D expenses. Complainants are incurring damages in three ways: 1) Complainants have been losing orders to Impexia; 2) Complainants are forced to accept orders at lower margins; 3) Complainants' reputation has suffered and it has caused further loss of business. . (Burak Bal Affidavit , (AFI/DNB App.2243-2254).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

101. Impexia has been hurting Complainants' relationship with suppliers. One of the examples is as follows: Impexia has agreed to pay a much higher price for the same light fixture that Complainants purchased previously, and sold it below price to Complainants' customers. Impexia is able to make a profit without any overhead. In 2010, Complainants purchased search lights for \$9,100 each and shipped them through Barsan. In 2012, Complainants had to pay a much higher price for the same lights because Impexia had agreed to pay more to Complainants' vendor, and sell those products below Complainants' selling price. After long discussions with Complainants' manufacturer, the owner of the manufacturer has sent Complainants Impexia's purchase order and advised that Impexia has already been selling these search lights at a much lower price. . (Burak Bal Affidavit , AFI/DNB App.2243-2254). The AFI/DNB purchase order made in 2010 and the Impexia purchase order made in 2012 with The Carlisle &

Finch Company demonstrate how Impexia affected Complainants' relationship with their suppliers. (AFI/DNB App. 2117-2118).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

102. Impexia marks up the products to its suppliers by 5 to 40% percent, with an average markup of 20 percent. (Impexia's Objections and Responses to Complainants' First Set of Discovery Requests, Response No. 11 (AFI/DNB.App.112)).

103. Impexia conducted \$3,842,475.85 in transactions with AFI/DNB customers during the 13-month period from January 2011 to January 2012. Impexia's 2011 annual sales to Complainants' customers was \$3,324,620.16. Impexia's sales amount in January 2012 was \$518,548.85. (Impexia Bank Statements from March 2010 to January 2012 (AFI/DNB App. 774-1024)).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

104. Prior to Impexia's operation, Complainants' average profit margin was 30%. (AFI/DNB App. 1794).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

105. Applying that profit margin rate to Impexia's 2011 annual sales, Complainants lost \$997,386.05 in profits in 2011 as the result of Respondents' unlawful acts. Burak Bal Affidavit , AFI/DNB App.2243-2254).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

106. Complainants cannot determine the full extent of Impexia's transactions with Complainants' customers during calendar year 2012 because Impexia has not produced any commercial invoices or bank statements after January 2012. . (Burak Bal Affidavit , AFI/DNB App.2243-2254).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

107. Complainants have discovered that the amount of Impexia's transactions with at least one of Complainants' customers, 77 Construction, have doubled in 2012. (AFI/DNB App. 2077-2087).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

108. Assuming Impexia's 2012 sales to AFI/DNB's other customers also increased from their 2011 levels, Complainants' lost profits for 2012 would be significantly higher than the \$997,386.05 lost during 2011. Complainants have conservatively estimated Impexia's 2012 sales and Complainants' resulting lost profits to be the same as in 2011, or \$997,386.05. Accordingly, Complainants' total damages resulting from lost sales to Impexia during 2011 and 2012 are \$1,994,772.1. . (Burak Bal Affidavit , AFI/DNB App.2243-2254).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

109. Complainants found that almost immediately after they filed the instant lawsuit with the FMC, Impexia's President, Cunyet Karadagli, set up a new company, ETDE Engineering, overseas under his cousin's name. Mr. Karadagli appears to be using ETDE as an extension of Impexia and has started shifting Impexia's business transactions with Complainants' customers to ETDE. Respondents cannot avoid the consequences of their unlawful actions simply because Impexia has established an affiliated company abroad and seeks to transfer its operations overseas. Complainants continue to suffer, and are entitled to recover, damages resulting from Impexia's transactions with Complainants' customers, including those transactions shifted to ETDE by Impexia. Complainants' damages from these transactions continue to accrue. . (Burak Bal Affidavit , AFI/DNB App.2243-2254).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

110. Complainants have suffered a dramatic reduction in their profit margin as a result of Respondents' unlawful conduct. Prior to Impexia's operation, Complainants' earned an average profit margin 30% on their annual sales. Since Impexia's creation, however, Complainants have seen their average profit margin plunge to 15%. (AFI/DNB Margin, AFI/DNB App. 1794-2076.) (Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

111. Due to Respondents' unlawful acts, Impexia has been able to employ Complainants' propriety business model without incurring any of the years of development and overhead costs. Impexia was given Complainants' customers and suppliers, and was easily able to determine Complainants' costs and profit margins. As a result, Impexia was able to represent the same quality service to Complainants' customers at half the price. In order to remain competitive in the face of Impexia's unlawful practices, Complainants have had to reduce their margins substantially and offer new credit arrangements to their existing customers to continue doing business with them. It is Complainants' theory that information obtained unlawfully as alleged in the Complaint precludes the necessity for Respondent Impexia to maintain engineering staff, hard assets, and other costly overhead, and, therefore, with stolen supplier/commodity/ and customer lists, Impexia can readily cut normal margins for this type of business. . (Burak Bal Affidavit , AFI/DNB App.2243-2254). (Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

112. For 2011 and 2012, Complainants' damages flowing from reduced profit margins totals \$2.7 million. In 2011, Complainants' conducted \$8 million in sales. Due to expansion in other areas unrelated to Impexia, Complainants' total sales

increased in 2012 to \$10 million. Based on the average reduced profit margin rate of 15%, Complainants' reduced profit margin damages in 2011 were \$1,200,000, and \$1,500,000 in 2012, for a total of \$2,700,000. . (Burak Bal Affidavit , AFI/DNB App.2243-2254).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

113. Complainants' industry is very specialized. Without the "head start" benefits it obtained by taking the protected information and materials, it was unlikely for Complainants to have entered into and survived in this industry. It takes seven to ten years for a person to commence business and competition in this industry. Therefore, Complainants should be awarded additional monetary damages, $\$997,386.05 \times 7 = \$6,981,702.35$. . (Burak Bal Affidavit , AFI/DNB App.2243-2254).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

105. Over the last several years, there has been a growing market. As a result, Complainants have grown their business over these past ten years and had made investments to continue growing. However, while Complainants invested more in their business, Impexia unlawfully stole and used Complainants' trade secrets, causing Complainants' growth plans to go unrealized, despite a growing market.)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

114. Complainants' damages are in the total of \$11,676,474. . (Burak Bal Affidavit , AFI/DNB App.2243-2254).)(Baris Bal Affidavit, (AFI/DNB App. 2231-2235)).

115. The following is an example of Respondents' violations' adverse impact of Complainants' business: Impexia Invoice No. 2089940-1 dated January 5, 2012, which indicates that Impexia sold Harger Ground Rods considerably lower, around 10%

less, than Complainants' selling prices. The Part Number is 3410-3/4"X10' Ground Rod,. As per Impexia Invoice # 2089940-1, Impexia's selling price to Metag Insaat was \$27.32 / each, whereas historically Complainants sold this item around \$30.00 / each. All these invoices are for Bagram Air Base Construction, which is a vast US Air Base and there are dozens of Turkish Contractors executing jobs there. Impexia invoices demonstrate that it only sold to Complainants' customers which Complainants provided information to Barsan Respondents (AFI/DNB App.2103).

116. The second example is as follows: Impexia Invoice No. 2089941-1 is Impexia Invoice to Metag dated January 05, 2012 for the Texas Fluorescent Exit Fixture and Impexia's selling price was \$102.00 / each. Complainants sold these fixtures in earlier dates to Metag, Akgul and others in Afghanistan much higher than Impexia's prices. There are lots of manufacturers in the U.S. making and selling EXIT lights. However, Impexia did not change the manufacturer name and sell other manufacturers' products. Impexia has only sold Complainants' manufacturer's products. Complainants' manufacturer Texas Fluorescent is a small and not well known manufacturer in the industry. Impexia doesn't change the manufacturer because it takes weeks and lots of effort and requires Impexia to send samples, cut sheets, drawings etc. in order to change the manufacturer. Impexia saved money and time because Impexia knows who is the buyer, what is Complainants' price and who is the manufacturer. Impexia obtained all Complainants' trade secret from Barsan Respondents. (AFI/DNB App. 2104-2106).

117. The following is the third example: Impexia Invoice to Ceytun dated April 01, 2011 for Square D Load Centers. Impexia's selling price for QO342MQ225RB Complete with Doors was \$575.00 / each. Complainants sold these panelboards without

doors on September 2010 and the price was \$621.38. See Exhibit AFI-592. Thereafter, on December 10, 2010, Complainants sold the doors at \$30.00 to Ceytun, so Complainants' total price complete with doors would have been \$651,38. (AFI/DNB App. 2107-2109).

118. The fourth example is as follows: Impexia sold Grounding Bar Kit (part # PK23GTA) at \$11.00. Complainants' invoice price for the same product was \$11.25. Impexia's Invoice to 77 Construction dated June 07, 2012 shows that for Texas Fluorescent Fixtures, Impexia's total selling price for two types of fixtures was \$839,40. Complainants' quotation was made six weeks earlier, i.e. May 21, 2012. Complainants specified these two very strange types of fixtures with 77 Construction. However, after all their efforts to specify the products, Complainants never received the order, because with all Complainants' trade secrets, Impexia cut Complainants' prices by 15%. (AFI/DNB App. 2110-2111).

119. Another example is as follows: Impexia Invoice to Delta Om dated December 02, 2011 for Square D Safety Switches shows the selling price for HU361 and HU362 were \$31,42 and \$54,62 respectively. Complainants' prices to Metag on February 20, 201, about ten months earlier, were \$103,23 and \$180,38. The reason why there is a large gap between Complainants' prices and Impexia is that Complainants made lots of efforts to send samples, catalogs and educate Metag engineers as how to use and install these Safety Switches. In order to cover all these costs Complainants had to mark up the prices. This was the Cold Storage Building for US Army initially executed by Metag and later on Metag subcontracted this job to Delta Om. (AFI/DNB App. 2112-2113).

Respectfully submitted,

By:

Carlos Rodriguez c/o ZX

Carlos Rodriguez, Esq.

Zheng Xie, Esq.

Steven A. Neeley, Esq.

Husch Blackwell LLP

750 17th Street NW, Suite 900

Washington DC 20006

202-378-2367 (Telephone)

202-378-2319 (Facsimile)

Attorneys for Complainants

DNB EXPORTS LLC

and AFI ELEKTROMEKANIK VE

ELEKTRONIK SAN. TIC. LTD. STI.

Dated in Washington, D.C. this twenty-ninth day of April, 2013.

CERTIFICATE OF SERVICE

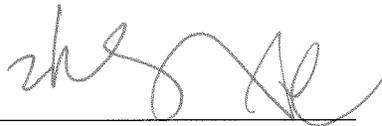
I hereby certify that I have this day served the foregoing document upon the following individuals by first-class mail:

David P. Street
Brendan Collins
GKG Law, P.C.
1054 31st Street, N.W., Suite 200
Washington, D.C. 20007

Attorneys for Barsan Global Lojistiks Ve Gumruk Musavirligi A. S. and Barsan International, Inc.

Ashley W. Craig
David G. Dickman
Sarah Choi
Elizabeth K. Lowe
Venable LLP
575 7th Street, N.W.
Washington, DC 20004

Attorneys for Impexia Inc.



Zheng Xie, Esq.
Husch Blackwell LLP
750 17th Street NW, Suite 900
Washington DC 20006
Zheng.xie@huschblackwell.com
202-378-2367 (Telephone)
202-378-2319 (Facsimile)
Attorneys for Complainants
DNB EXPORTS LLC
and AFI ELEKTROMEKANIK VE
ELEKTRONIK SAN. TIC. LTD. STI.

Dated in Washington, D.C., this twenty-ninth day of April 2013.