

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

**FILED**

FEB - 1 2019

Clerk, U.S. District & Bankruptcy  
Courts for the District of Columbia

UNITED STATES OF AMERICA

v.

DAVID LEVICK,

Defendant

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Case No. 1:12-CR-00052 (JEB)

**STATEMENT OF FACTS**

The Government respectfully submits the following Statement of Facts in support of a plea of guilty by David Levick (“the defendant”) to Counts Two through Five of the Indictment in the above-captioned matter.

**I. ELEMENTS OF THE OFFENSE**

To sustain a conviction for a violation of the International Emergency Economic Powers Act (“IEEPA”) at 50 U.S.C. 1701, *et seq.* and the Iranian Transaction Regulations (“ITR”) at 31 C.F.R. Part 560, at trial, the government must prove the following elements:

1. that the defendant exported, attempted to export, or caused the export of, directly or indirectly, goods to an Iranian entity;
2. that the goods required a license from OFAC or the Department of Commerce before being exported;
3. that the necessary OFAC or Department of Commerce license or authorization was not obtained before exporting or attempting to export or causing the export; and
4. that the defendant acted willfully.

50 U.S.C. §§1701-1705.

## **II. SUMMARY OF FACTS**

If this case were to go to trial on the violations of IEEPA and ITR listed as Counts Two through Five of the indictment, the government would prove the following facts beyond a reasonable doubt:

At all pertinent times, the defendant, David Levick, was an Australian national who was the general manager of ICM COMPONENTS, INC., located in Thornleigh, Australia. Defendant ICM COMPONENTS, INC. ("ICM") was an Australian company that, among other things, procured aircraft parts and other goods from the United States on behalf of an Iranian person listed in the indictment as "Iranian A." Defendant LEVICK at all times acted on behalf of ICM.

At all pertinent times, an Iranian person listed in the indictment as "Iranian A" was a representative of "Company A", a trading company in the Islamic Republic of Iran. Iranian A also operated and controlled companies in Malaysia that acted as intermediaries for Company A.

On or about the dates listed as to each count below, in the District of Columbia and elsewhere, defendants LEVICK and ICM did knowingly and willfully violate the embargo against Iran, by exporting and causing to be exported, aircraft parts and other goods, and attempting to export and causing to be exported aircraft parts and other goods, described more fully below, from the United States to Iran without having first obtained the required authorizations from the Office of Foreign Assets Control, United States Department of the Treasury, located in the District of Columbia:

Count Two: on or about June 27, 2007, ten Shock Mounted Light Assemblies, Part Number 151-0005 ("Light Assemblies"), which were packages of lights and mounting equipment designed for high vibration use and which can be used on helicopters and other fixed wing aircraft;

Count Three: on or about December 20, 2007, five Precision Pressure Transducers, Part Number PPT0001DWW2C ("Precision Pressure Transducers"), which were manufactured by a

company located in Minnesota ("Minnesota company"). Precision Pressure Transducers were sensor devices that have a wide variety of applications in the avionics industry, among others, and can be used for measuring altitude, measuring instrumentations, and recording barometric pressure;

Count Four: on or about March 17, 2008, ten more Shock Mounted Light Assemblies, Part Number 151-0005 ("Light Assemblies"), which are further described in Count Two above;

Count Five: on or about June 24, 2008, one Emergency Floatation System Kit, Part Number 206-385-103 ("Float Kit") which was manufactured by a company in Florida and contained a landing gear, float bags, composite cylinder and a complete electrical installation kit. Such Float Kits were designed for use on Bell 206 helicopters to assist the helicopter when landing in either water or soft desert terrain. The floatation kit was seized by U.S. customs at the exit point of the United States.

At all relevant times, the IEEPA and the ITR required that a license be obtained prior to the export, transfer or attempted transfer of the goods listed above and in Counts Two through Five ("the Restricted Goods") to end-users in Iran.

Levick solicited purchase orders and business from Iranian A for the Restricted Goods and other goods. Levick then placed orders with U.S. companies on behalf of Iranian A for the Restricted Goods, aircraft parts and other goods that Iranian A could not have directly purchased from the United States without the permission of the U.S. government. When necessary, Levick used a broker in Tarpon Springs, Florida, through whom orders could be placed for the Restricted Goods to further conceal the fact that the Restricted Goods were intended for transshipment to Iranian A in Iran. Levick and ICM intentionally concealed the ultimate end-use and end-users of the Restricted Goods from manufacturers, distributors, shippers, and freight forwarders located in the United States and elsewhere. In addition, Levick and other members of the conspiracy structured their payments between each other for the Restricted Goods to avoid trade restrictions imposed on Iranian financial

institutions by other countries. Levick and ICM wired money to companies located in the United States as payment for the Restricted Goods.

Levick's email traffic reveals his knowledge that these transactions and others were intended for an end-user in Iran, that they were prohibited, and that he intended to circumvent the laws imposing these prohibitions. For example, on or about November 16, 2007, Iranian A instructed Levick to follow certain shipping instructions when placing orders on behalf of Iranian A, and acknowledged that the ultimate destination of the goods was in Iran:

"Please write [company in Malaysia] as ship to address but notify the forwarder address below as they will check the goods on behalf of [the company in Malaysia] at customs KL [Kuala Lumpur] and ship to Tehran at the same time without bringing them out of the KL's costumes [sic]"<sup>1</sup>.

Levick acknowledged and agreed to Iranian A's shipping instructions for all goods ordered by the Iranian trading company that same day.

In addition, on or about March 10, 2008, Levick revealed his knowledge and intent to avoid the Iranian embargo laws, when he advised Iranian A to send payment through Malaysia to avoid U.S. banking regulations:

"I have just been informed that the U.S have [sic] put more restriction[s] on the moment [sic]<sup>2</sup> of funds from Iran. The ANZ bank close[d] its funds transfers contract with Iran at the end of last month. So you will have to do it from Malaysia next month. Will keep you posted[.] Bloody yanks."

In addition, in another email on or about April 1, 2008, following a delay in the shipment of gyroscopes, Levick wrote to Iranian A as follows, acknowledging his knowledge of the export laws regarding Iran: "As U know there are restriction on Iran & I have to do my best to get the parts. I hope to clean up this mess asap."

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<sup>1</sup> Presumed to be a typographical error meant to mean "customs".

<sup>2</sup> Presumed to be a typographical error meant to mean "movement".

On or about June 26, 2008, Levick contacted Iranian A to recommend that any payments from Iranian A come through Malaysia:

Don't send the funds from Iran as the banks in Australia will not process [sic] the t/t [funds transfer]. Make payments from Malaysia?? I have been getting [sic] some questions about some of the stuff I have been sending so I do[n't] want to draw attention [sic] to it. As for shipping I think it was the last lot I sent to Iran that the ' questions start getting asked.

Another series of emails reveals Iranian A and Levick "looking for an end-user name" in response to a U.S. manufacturer's request for end-user information and an export license. Such dialogue was necessary because both Levick and Iranian A knew that Iranian A could not be listed as the end-user.

On or about September 14, 2008, Levick wrote from a different email address, alerting Iranian A to recent contact with the Australian Security Intelligence Organisation (often abbreviated "ASIO") and suggesting that Iranian A's Malaysian company could be targeted soon by law enforcement:

I am sending you this email to let you know that the Australian ASI & the U.S. customs know about what parts I have supplied to you as I have had a visit from both. I was questioned over the weekend about the business we have done & everything has been taken. Computers, Bank accounts & all paperwork that has to do with the parts supplied & emails are being monitored so this is [] a new email address So I could advise you of what is happening [sic] & while [sic] you have had no replies from me as I could face charges & fine for breaking trade rules & 5y in jail. My U.S. supplier had a visit as well last week & could be facing the same. ASIO have been watching [Malaysian company] for a while & it may be visited next. All the funds you sent for parts where [sic] sent to my U.S. supplier as this was the only way I could get the parts for you as ICM could not finance them for you by myself [sic]. If it helps I can give you my U.S supplier email address so you can ask for yourself what is going on with the shipments [sic].

On other occasions, Levick falsely claimed that goods were destined for end use in Australia when he knew that the goods were ultimately destined for Iran. For example, on or about November 30, 2007, Levick requested and caused a United States based manufacturer's Australian-

based distributor to falsely inform a representative of the United States manufacturer that the Precision Pressure Transducers listed in Count Three were for use in unmanned helicopters that survey rural Australia, when he knew at that time that the products were destined for use in Iran. Later, on or about December 21, 2007, Levick represented to a Florida broker that the Float Kit listed in Count Five was for use on Bell206 helicopters by BHP Billion, a mining company in Australia, for use in either Malaysia or Papua, New Guinea.

Pursuant to the ITR, any individual who wishes to export any goods or technology to an Iranian end-user must file an application for a license and receive authorization from OFAC before exporting or attempting to export, directly or indirectly, such goods or technology from the United States to Iran. At no time relevant to the aforementioned events, did Levick or ICM apply for, receive, or possess a license or authorization from OFAC to export goods, technology, or services, of any description, to Iran.

On December 15, 2010 the Australian Federal Police ("AFP") conducted a search at the office of ICM Components and recovered a number of materials to confirm the identity of David Levick including a business card for David Levick, Manager, ICM Components with an email address that was used by Levick for all his transactions with Iranian A and emails messages and invoices from Iranian A regarding the purchase of the Float kit and attempted export of the gyroscopes and K2000 Series Servo actuators, as well as a document reflecting an order ICM placed to Honeywell for the Precision Pressure Transducers. During the course of the search, AFP conducted an interview of Levick in which he admitted his full name of David Russell Levick, and his date of birth or November 23, 1961. In addition, on March 2, 2012, following the issuance of the Indictment in this case, Levick appeared on Australian television 10 News and in an article in


the Sydney Morning Herald in which he was identified as David Levick of ICM Components and admitted that he had in fact sold products to Iranian A, who operated a company in Iran.

The total value of the goods involved in the illegal transactions set forth in the indictment, and in which Levick admits his participation, was approximately \$199,227.41 U.S. dollars.

Respectfully submitted,

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By:

  
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Dated: February / , 2019

*Defendant's Acceptance*

I have read each of the pages which constitute the government's Proffer of Proof and have discussed it with my attorney, Jan Miller, Esquire. I fully understand this proffer and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this agreement fully.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in my plea agreement. I am satisfied with the legal services provided by my attorney in connection with this proffer and my plea agreement and matters related to it.

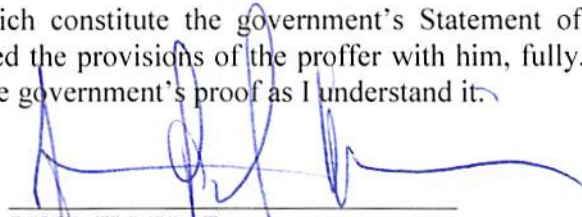
Date: 2/1/19

  
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DAVID LEVICK  
Defendant

*Attorney's Acknowledgment*

I have read each of the pages which constitute the government's Statement of Facts, reviewed them with my client, and discussed the provisions of the proffer with him, fully. These pages accurately and completely set forth the government's proof as I understand it.

Date: 2/1/2019

  
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JAN MILLER, Esq.  
Attorney for Defendant David Levick