UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA	:	
	:	
v.	:	**Criminal No. 09-208 (EGS)**
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MUSTAFA ABDUL ALJAFF,	:	**Sentencing: January 12, 2012**
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	:	
Defendant.	:	

GOVERNMENT'S CONSOLIDATED MEMORANDUM IN AID OF SENTENCING AND MOTION FOR DOWNWARD DEPARTURE PURSUANT TO U.S.S.G. §5K1.1

The United States of America, by and through its attorney, the United States Attorney for the District of Columbia, submits the following Consolidated Memorandum in Aid of Sentencing and Motion for Downward Departure Pursuant to U.S.S.G. §5K1.1in the above-captioned case. For the reasons set forth herein, the Government respectfully requests that the court impose a prison sentence, an order of restitution, and other appropriate sentencing terms in accordance with the plea agreement in this case, the factors set forth in Title 18, United States Code, Section 3553(a), and the voluntary U.S. Sentencing Guidelines. The Government also requests an order of Forfeiture and Destruction pertaining to the inventory described herein, in accordance with 18 U.S.C. Section 2323(b)(1) and (b)(2)(B)(I).

I. INTRODUCTION

This case involves a conspiracy to distribute counterfeit integrated circuits and to commit mail fraud, between September 26, 2007 and August 21, 2009. The crimes were perpetrated by the Defendant Mustafa Abdul Aljaff, who owned MVP Micro ("MVP") and a web of other companies

operating from the same location,[1] co-defendant Neil Felahy,[2] Administrative Manager, and other persons, known and unknown. MVP Micro operated from its brick and mortar, business park location in Irvine, California, (See Attachment Nos. 1 and 1-1).

Defendant Aljaff owned the companies at issue and was the mastermind and leader of a highly sophisticated fraud scheme to import, sell, manufacture, and distribute in interstate and international commerce, counterfeit integrated circuits. Co-defendant Felahy was the Operations Manager for MVP Micro and he ran the day-to-day operations which enabled the conspiracy. The counterfeit devices were sold by the co-conspirators through a cleverly designed web of corporations to unsuspecting customers in the United States and abroad. Purchasers included numerous leading U.S. defense contractors, defense sub-contractors, the United States Military,[3] and manufacturers in numerous industry sectors, including medical devices, transportation, critical infrastructure, and aerospace.

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[1]Mustafa Aljaff owned Red Hat Distributors, Inc. ("Red Hat") (also known as "RH Distributors," and "Red Hot Distributors,") MVP Micro, Inc., (MVP Micro") and Labra, Inc.("Labra") (later re-named Labra Electronics, Inc., then re-named Becker Components.) He was the secretary and CFO of Force-One Electronics, of which his sister, Marwah Felahy was the CEO. Marwah owned Pentagon Components, Inc. and BeBe Starr Consulting, Inc. Mustafa Aljaff and Marwah Felahy were co-owners of the bank accounts for MVP Micro, Labra, and Red Hot. Neil Felahy was a signatory on the bank accounts but was removed in January 2009.

[2]Warwah Felahy, wife of Neil Felahy was an owner on paper and a co-signatory on bank accounts, but was not involved with the day-to-day business operations of MVP Micro. The Government agreed, in connection with a plea agreement with Neil Felahy, that at the time of his sentencing it would dismiss charges against Marwah Felahy.

[3]In addition to the sales defendant Aljaff made to the U.S. Military as part of undercover purchases (which are the sales reflected in the Indictment) the defendant also made other sales to the U.S. Military.

Defendant Aljaff and co-defendant Felahy engaged in at least three types of counterfeiting activity. First, he obtained integrated circuits bearing counterfeit marks from The Peoples Republic of China ("China") and from other sources. These integrated circuits, are believed to have come from "e-waste," which is computer garbage sent to China. The Chinese salvage the integrated circuits from old and discarded computers, monitors, cell phones, and other electronics. The computer boards of those electronic devices are heated to melt the solder attaching the integrated circuits to the board. The integrated circuits are washed, dried, sanded, then re-painted in a process referred to as "black topping," and fraudulently remarked in ink with trademarks and alphanumeric codes purporting to represent the part number, date, lot, and country of origin. Because such devices frequently have visual evidence of sanding, such as abrasion or scratch marks, and the marks often come off when rubbed with the chemical acetone, U.S. Customs and Border Protection, with the assistance of the legitimate trademark owners, were able to identify 22 shipments imported from China and one from Hong Kong, imported by Defendant Aljaff, all destined for the MVP Micro, Inc. location at 17332 Von Karman Ave., Irvine, California.[4] However, according to CBP import records, during the near two-year time period reflected in the Indictment, 787 shipments were imported from China destined for MVP Micro or one of the related companies, all to the same address at 17332 Von Karman Ave., Irvine, California.

Defendant Aljaff and co-defendant Felahy also maintained a business office in China to facilitate purchases of counterfeit devices from that country. The government believes that having an office in China facilitated purchasing due to challenges that would otherwise occur related to the time and language differences. In addition, the conspirators attempted to thwart detection at the U.S.

[4]The 23rd seizure occurred after the Indictment in this case was returned.

ports of entry by using a variety of company names for the imports including, "MVP Micro, Inc.," "Red Hat Distributors," "Red Hot Distributors," and "RH Distributors." The CBP detention process is administrative and gives the importer the opportunity to contest the seizure. Defendant Aljaff never challenged any of the seizures as being legitimate goods, suggesting that he was well aware that the goods he was importing were counterfeit.

Second, in addition to sales, procurement, and bookkeeping staff, Defendant Aljaff and co-defendant Felahy employed a work force at the Von Karman location to "harvest" integrated circuit dies, which are the "brain" of the computer chip.[5] This was done by drilling to a certain depth of the plastic case, melting the plastic casing with acid, then removing the silicon die from the casing. The dies were shipped to Thailand and to other places, to be re-packed in new plastic casings. In addition to repackaging harvested die, orders for devices to be "demarked" and "remarked" were also issued. MVP Micro employees were directed to photograph legitimate integrated circuits under a microscope, then send those photographic images with explicit instructions along with harvested die to the re-packaging/re-marking facilities in order to manufacture counterfeit integrated circuits.

Third, defendant Aljaff acquired numerous pieces of industrial, heavy equipment, used to decapsulate, package, and mark integrated circuits. The heavy equipment was seized, pursuant to search warrant, on October 8, 2009. The facts suggest that Defendant Aljaff was attempting to establish the ability to demark/remark integrated circuits and to repackage harvested die in-house at the Von Karman location.[6]

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[5]On the day of the search warrant execution, there were approximately 12 people identified as employees of MVP

[6]According to Aljaff's former employees, the only thing holding him back was that he apparently did not realize that operation of the industrial equipment required specially-trained

Defendant Aljaff and co-defendant Felahy derived private and commercial financial gain from their transactions involving the distribution of counterfeit integrated circuits. They enriched the companies through which they operated and they enriched themselves with proceeds from sales. Defendant Aljaff made an extremely lucrative income trafficking in counterfeit chips, as he was able to leverage profits far in excess of what he would have made from selling legitimate devices. From January 2006 until February 2009, defendant's companies took in gross receipts exceeding $7.5 million. Had this case proceeded to trial, the Government would have urged the Court to accept one-third of that amount as the "counterfeit business volume" applicable here.[7] However, for purposes of the guilty plea, the "readily provable loss amount" reflected in the plea agreement, is more than $120,000.00 and less than $200,000.00.[8] This includes the MSRP of counterfeit goods sold to the U.S. Military in undercover activities, goods seized by CBP at the U.S. ports of entry during the 23 intercepted counterfeit importations, and goods seized from the MVP inventory at the Von Karman location in connection with a search warrant executed on October 8, 2009.

MVP and related companies sold and distributed counterfeit integrated circuits to approximately 420 buyers in the United States and abroad, including the U.S. Department of the Navy, defense contractors, other broker/distributors, and numerous industry sectors. Defendant Aljaff and Co-defendant Felahy's scheme set in motion the placement of counterfeit integrated circuits into countless applications. Their actions have created a "ticking time bomb" of

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employees. Defendant Aljaff generally hired low-paid employees that responded to advertisements posted on Craig's List.

[7]See generally, U.S.S.G. § 2B5.3.

[8]See plea agreement dated January 11, 2010, page 3 and fn. 1.

unpredictable disaster jeopardizing public health and safety and National Security, including military readiness.

II. TECHNICAL BACKGROUND

A. Integrated Circuit Design

An integrated circuit, also referred to as "IC", "chip" or "component" is a form of semiconductor. It is an electronic circuit consisting of components and connectors contained on a semiconductor chip. Usually packaged in a plastic or ceramic case, an integrated circuit is a sophisticated, highly miniaturized, solid-state circuit in which all the elements of the circuit are integrated together on a single semiconductor substrate. Integrated circuits contain tiny resistors, capacitors, and transistors on each chip and function as amplifiers, oscillators, timers, counters, computer memory or microprocessors.

Integrated circuits essentially control the flow of electricity in any product or system that has a power cord or battery. ICs are used in numerous industry sectors, including: the military; aerospace; industrial; critical infrastructure, such as utilities, transportation and nuclear facilities; computer; automotive; durable medical; and consumer electronics, including appliances and toys. ICs can be found in goods and systems as diverse as vacuum cleaners, to cell phones, to missiles, to military communication systems.

The typical semiconductor material is silicon. Into the silicon is etched thousands or millions of transistors, which are essentially switches. Some integrated circuits are as small or even smaller than a person's pinkie fingernail. Such devices can range greatly in price from as low as 5 cents to tens of thousands of dollars per unit.

B. Integrated Circuit Packaging

The IC packaging is not simply a mere encasement for the inner device. Rather, it serves a vital role to protect and preserve the performance of the chip from heat and humidity and from electrical, mechanical, and chemical corruption or impairment.[9] The packaging also provides an important link between the silicon and the electrical system. Chip packaging has been developed in correspondence with semiconductor development to provide the functional capabilities required to utilize the density and performance built into ICs.[10]

C. Integrated Circuit Use

Integrated circuits form the basis of all modern electronic products. Indeed, the average person comes into contact with countless such devices on a daily basis. Some of the most common applications include: hand-held devices, such as cell phones and smart phones; personal and mainframe computers; video and digital cameras; and military and aerospace applications, such as satellites, aircraft, missiles, radar systems, and controllers for flight patterns and altitude of fighter jets. These devices are also used in such applications as: automobile air bag deployment systems; the controls for train operation and braking; medical devices, such as glucose detection monitors; medical device systems, such as patient monitoring systems; medical delivery systems, such as insulin pumps; and medical imaging diagnostic systems such as CT scans.

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[9]See, Michael Lamson, Andreas Cangellaris, and Erdogan Madenci, "Integrated Circuit Packaging," in Semiconductor Manufacturing Technology, Eds. Robert Doering and Yosio Nishi, 2nd Ed. (CRC Press: Boca Raton, FL) 2008.

[10]Id.

D. Integrated Circuit Grade Markings and Testing

1. Temperature testing

There are different grades of integrated circuits; commercial-, industrial-, and military aerospace- ("military")grade. The grade of the device generally refers to the temperature range for which the device has been tested to perform. The majority of integrated circuits are manufactured for the *commercial* temperature range, which is typically for a range of zero to 70 degrees Celsius (32 to158 degrees Fahrenheit).[11] *Industrial*-grade integrated circuits are typically rated for minus 40 to plus 105 degrees Celsius (-40 to 221 degrees Fahrenheit). Both commercial- and industrial-grade integrated circuits are tested at ambient temperature, often referred to as 25 degrees Celsius (77 degrees Fahrenheit). The third major grade is *military* integrated circuits, which are tested and rated for operation from minus 55 to plus 125 degrees Celsius (-67 to 257 degrees Fahrenheit), that is extremely cold and extremely hot temperatures. These devices are also tested at ambient temperature, 25 degrees Celsius (77 degrees Fahrenheit). In addition, military-grade devices often undergo "production burn-in," during which the devices are actually operated as if they were in the end-use environment, which is done at very high temperature to accelerate failure mechanisms. Military-grade ICs are also temperature cycled, so that each unit is cycled from minus 55 degrees Celsius to plus 125 degrees Celsius (-67 to 257 Fahrenheit) and then electrically tested thereafter. This is typically done ten times. The reason for the extensive testing of military-grade integrated circuits is to ensure that the devices will operate under extreme conditions. For example, in a

[11]The formula for the temperature conversion from degrees Celsius to degrees Fahrenheit is: F = C x 9/5 + 32. As a matter of reference, the freezing point of water is zero degrees Celsius or 32 degrees Fahrenheit. The boiling point of water is 100 degrees Celsius or 212 degrees Fahrenheit.

ground-based system such as in Iraq or Afghanistan, the devices must function in the dessert. The electronics can become extremely hot, approaching 100 degrees Celsius (212 degrees Fahrenheit). For that reason, the devices are tested to ensure performance at very high temperatures. In the case of a fighter jet aircraft, which flies at very high altitude, the devices can be subjected to very cold temperatures, as low as minus 40 degrees Celsius (-40 Fahrenheit).[12] Temperature cycle testing ensures that even with repeated exposures to extreme hot and cold temperatures the devices will continue to function properly.

2. Vibration testing

In addition to withstanding extreme temperatures, such devices must also withstand high rates of vibration. Military-grade integrated circuits are also subjected to vibration testing, on at least a sample basis.

3. Legitimate devices compared to counterfeits

At the Sentencing Hearing, the Government will offer two videos, which the Government believes will assist the Court in understanding the magnitude of the harm done in the instant case. The first video was created by the Texas Instruments Corporation ("TI") and provides an overview of a legitimate semiconductor fabrication plant and the semiconductor fabrication process. As the Court will see, semiconductor manufacturers go to extreme lengths to safeguard the integrity of the devices they manufacture. For example, the air in a semiconductor fabrication plant "clean room" is 1000 times cleaner than that found in a hospital operating room, because even a tiny particle of dust can negatively impact a device. As a second example, Electrostatic Discharge ("ESD") can damage electronic components, causing immediate or latent product failure. Fabrication plant

[12]The Celsius and Fahrenheit scales coincide at -40 degrees.

workers wear special clothing, head-to-toe, designed to minimize ESD. The clothing is colloquially referred to as a "bunny suit." Third, because ESD can be caused by workers simply walking across the plant floor, robotics are also utilized to minimize ESD. In sum, the TI video shows a state-of-the-art, immaculate, highly organized production facility, where numerous manufacturing safeguards are utilized.[13] In addition, since vibration can negatively impact production, entire plants are built on intricate shock absorption systems so that even vibrations from the flow of cars on nearby roads is minimized. Because moisture can harm the devices, special storage and shipping packaging is used to keep the devices moisture-free.

In sharp contrast to the TI video, is a video created by Business Week magazine.[14] In the Business Week video, old, discarded computer equipment is sorted by peasants in China. The used computer circuit boards are heated over hibachis to melt the solder and loosen the computer chips. The chips are knocked off the computer boards, sorted with brooms, washed in the river, dried on river banks, sanded and remarked, then sold through computer chip malls in China as new devices, some of which are also falsely marked as "military-grade." The counterfeit devices are sold to buyers in the United States and elsewhere through distributors such as MVP Micro and its related companies.

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[13]"How do they make Silicon Wafers and Computer Chips?" Video, 2008 Discovery Communications, LLC.

[14]See "Dangerous Fakes: How counterfeit, defective computer components from China are getting into U.S. warplanes and ships," Brian Grow, Chi-Chu Tschang, Cliff Edwards, and Brian Burnsed, Business Week, October 2, 2008. Available at: http://www.businessweek.com/magazine/content/08_41/b4103034193886.htm

4. Integrated circuit failure

Failure of an integrated circuit can result in one of two conditions; "open circuit" or "short circuit." "Open circuit" means that electrical current *is not permitted to flow* as intended. A machine with an open circuit may fail to function or it may fail to turn the unit or its features on. "Short circuit" means that electrical current *is permitted to flow* at times and in places it is not intended to flow or should not flow. A machine with a short circuit left in the "off" position may randomly turn back on or the power switch may fail to turn the unit off.

Counterfeit ICs can degrade systems into which they are placed in a number of ways: by failing to function when placed into a product or system, by failing to function before their anticipated useful life has expired or by failing to generate correct readings (working at less than optimal status) thereby failing or putting systems and products at risk for failure and necessitating costly systems analysis and replacement. An inexpensive failed IC can result in a costly computer circuit board being replaced. Other potential consequences of such a failure include electrical failures in other electrical components on the device, unit overheating, which can cause components to melt, burst, rupture, catch fire or explode, resulting in property damage, personal injury, and death. Counterfeit ICs can also cause electrical shock and electrocution.

5. The hidden dangers presented by counterfeits

The truth behind counterfeit devices is extremely disturbing and raises complex and multi-faceted public health and safety and National Security concerns. While one might be tempted to ask, "Do the counterfeit integrated circuits work?" The Government submits that even if such devices work initially, the more important questions to ask are:

- "How long will the devices work?"

- "How well will they function?" and
- "What damage could they cause when they fail unexpectedly or work at less than optimal performance?"

Legitimate integrated circuit manufacturers go to great expense and extreme lengths to ensure that their production facilities and manufacturing processes produce devices having product integrity. These safeguards are in stunning contrast to the Chinese counterfeiters' "production" methods. First, the history of a salvaged devise is not known. The age of a particular device is unknown, as is the application from which it came and how long it was used. Second, the salvaged devices are exposed to fire when melted from the circuit boards and then exposed to water when washed in the river. Prior to being black topped and remarked, the integrated circuits are sanded with high speed, rotary sanding devices.

In addition to the fact that old, used, lesser-grade devices are made to appear "new," the entire salvage process, including exposure to moisture, sanding, re-marking, and exposure to corrosive chemicals can result in device failure mechanisms. Such counterfeit devices can initially work when assembled onto a printed circuit board and later fail. For example, exposing the counterfeit IC to the extreme heat of being soldered to a circuit board may cause the IC package to expand, resulting in a hairline crack. The hairline crack may not initially cause a failure. However, when subsequently exposed to extreme heat or vibration the crack can propagate. This can result in the failure of an integrated circuit that originally functioned as expected, but failed in the field with the potential for catastrophic consequences.

As previously stated, legitimate manufacturers take extreme precautions against electrostatic discharge. This discharge is commonly experienced when a person walks across a carpet, touches a door knob, and gets an electric shock. Static discharge can cause transistors on a chip to become

leaky, but not fail immediately. In China, the counterfeiters take no precautions whatsoever against ESD. In addition, neither the environment nor the level of cleanliness is well controlled. Further, sanding off the original markings, which is done as a precursor to the black topping process, is a known major source of static charging that can lead to subsequent failure in an integrated circuit. Over time, the transistors on such devices would become increasingly leaky to the point that the integrated circuits could fail, perhaps after months or years of field operation.

In addition to the ESD issue, counterfeiters often use chemicals in one of two ways: first, to remove the original markings if they are ink, and second, to clean the external pins so they appear in original condition. Over a period of months or years, the chemicals can work their way into the chip package and then corrode away a portion of the metal on the semiconductor device. Such corrosion can occur suddenly or over a period of months and years, by working into the device and eating away the silicon chip, resulting in a catastrophic failure of the integrated circuit.

Even though a counterfeit devices is marked to indicate that it is "new" and may initially work, it could fail unpredictably. A legitimate integrated circuit is rated to function for a minium of ten years. However, the length of time for which a counterfeit device would function is unknown. This is due to three factors: electrostatic discharge and corrosion issues, the fact that a salvaged device is a used device to begin with, which may have little useful life remaining, and wear-out mechanisms that can occur.

In addition to a device failing once it is put onto a circuit board, a counterfeit device can continue to work, but not work correctly or work at less than optimal ability. For example, counterfeiters will remark a less accurate product as a higher-rated device, because the latter is much more valuable and can be sold at a greater profit. If such a counterfeit is used in the navigation

system of a fighter jet, it could cause the jet to be off track. The counterfeit IC would function, but it would not function at intended accuracy. This could lead to errors such as in the flight pattern or targeting of ground-based targets. As another example, glucose detection monitors are used by diabetics to measure their blood sugar levels and gauge the correct amount of insulin with which to inject themselves. A counterfeit IC could cause inaccurate readings upon which a person would rely and inject him- or herself with too much or too little insulin.

6. Form, fit and function

"Form, fit, and function" is an industry term that has to do with the physical size, shape, and operation of the integrated circuit. "Fit" indicates fitness for a given application. In the case of a military system it would not be the correct fit to use a commercial-grade integrated circuit in such an application. "Function" refers to the specific electrical operation of the integrated circuit. For example, the device may be an amplifier, a digital-to-analog converter or an analog-to-digital converter. Legitimate semiconductor companies go to great lengths to ensure that form, fit, and function of all the integrated circuits shipped to customers meet all the specifications per the data sheets. A data sheet describes exactly what a device does. Among other things, it explains the device's electrical properties and the pin functions.

When a counterfeit device is marked to be a particular part number, but is actually incorrect as to form, fit or function a number of outcomes can occur. In the case of the wrong form, that is the size, the problem may or may not be detected when the customer tries to mount the circuit into the circuit board. If the form is entirely wrong, it will not fit on the circuit board. If the device is the correct form, the customer may not realize that the function is not identical to the intended function such that the circuit board that is produced may appear to function correctly. But, in fact,

it may not function correctly in the end application. For example, in the case of a commercial-grade device that has been remarked as a military-grade, it could function at ambient or room temperature. However, it could fail in the extreme heat of a dessert-application or the extreme cold at very high altitudes.

7. Authenticity analysis

Legitimate semiconductor companies often are called upon to determine the authenticity of suspect counterfeit devices bearing their purported trademark. For example, a customer who has received what is believed to be "new" devices and subsequently experiences failures may contact the manufacturer represented on the device to seek warranty service or replacements. In addition, CBP will contact the trademark holder/semiconductor manufacturer for assistance in determining authenticity, when a border officer stops a shipment at a U.S. port that is suspected to contain counterfeit devices.[15] Manufacturers are also called upon by law enforcement to determine the authenticity of devices purchased in undercover operations and those contained in the counterfeit distributor's inventory, as was the case here. In all these examples, the trademark holder will

[15]CBP contacts the individual listed in their Recordation System as the trademark holder's representative. Digital images of device samples are forwarded to the trademark holder/semiconductor manufacturer. When the images include the trademark and all of the alphanumeric codes on the device, which indicate date code, lot code, part number, and country of assembly, the trademark holder is able to review its proprietary databases and can often determine from a visual inspection of the image whether or not the device appears to be authentic. Since all the devices in a single shipment should have the same markings, determination of one counterfeit device serves as a determination for all the devices in that shipment. During June 2008, CBP began sending rights holders "sanitized" images of devices, which showed only the trademark. The Government is informed that rights holders are unable to form any opinion about the authenticity of a device depicted in such images. The Government does not know how many shipments destined for MVP Micro or the related companies may have been detained at U.S. ports, but were released when an authenticity determination could not be made by the trademark holder.

perform a certain level of examination and possible testing to determine whether or not the devices in question are authentic. Testing imposes substantial costs on the trademark holder.

Semiconductor companies go through a series of analytical steps in conducting an authenticity examination. The exam starts with a careful external visual inspection of the integrated circuit markings. Semiconductor companies maintain proprietary databases of the part numbers, date code, and lot code combinations. In some cases, the integrated circuit may appear legitimate upon visual inspection, but when the manufacturer runs the date code and lot numbers through the database, it is not a match. This lack of number verification results in a conclusion that the device is counterfeit. Sometimes the numbers are obviously false, as in the case of a date code suggesting a manufacturing date occurring after the device is out of production by the legitimate manufacturer. Other visual indications of counterfeiting include sanding marks, black topping, inexact copy of the trademark, and bent or broken leads.

In many cases, the external visual exam alone is not enough to determine whether the device is counterfeit or authentic and further tests may be required to make the authenticity determination. "Acetone testing" is conducted to check the marking permanency of ink-marked integrated circuits. Legitimate integrated circuits will always pass the acetone test, because the ink is cured specially to ensure that acetone or other corrosive elements will not remove the original ink markings. Another test is "X-ray inspection," which will show the chip size and the size of the "paddle," onto which the chip is mounted. Such exams will also show the "lead fingers," which are extensions of the external pins that go into the package. It will also show the "bond wires," which are the connections from the lead fingers coming from the outside of the package to the inside of the package that connect electrically to the chip. After X-ray analysis, "De-capsulation" is used. In this form of testing,

chemicals are used to remove the plastic over the silicon chip, exposing the chip and permitting examination of the outline of the chip circuitry.

"Electrical testing," on integrated circuits is very complex. Such testing is typically done by semiconductor manufacturers utilizing equipment that can cost more than $1 million. And testing integrated circuits over temperature ranges requires other very specialized equipment. In addition, the latest integrated circuits can have clock speeds in the gigahertz range, which equates to billions of cycles per second. Other than for semiconductor companies, it would be extremely difficult to make such measurements.

III. GOVERNMENT CONTRACTING

A. CAGE Codes

A CAGE (Commercial and Government Entity) Code is a unique, 5-digit alphanumeric sequence that identifies companies doing or wanting to do business with the federal government. CAGE codes are used to support a variety of governmental functions, including providing a standardized method of identifying a specific facility at a given location, for pay processes, and for sources of supply. All CAGE codes are assigned and maintained by the Defense Logistics Information Service (DLIS), Battle Creek, Michigan.

The Defense Contract Management Agency (DCMA) is the Department of Defense ("DoD") component that works with Defense suppliers to ensure that DoD supplies and services are delivered on time, at the projected cost, and that they meet all performance requirements. When specified in a contract, DCMA performs quality assurance inspections and accepts products, on behalf of the DoD. When this inspection is performed at the place of manufacture, it is known as "origin" or "source acceptance." However, some Department of Defense contracts provide for "destination

acceptance" instead of origin acceptance. When a contract provides for destination acceptance, the contractor ships the parts to the destination set forth in the contract. The organization that receives the parts is responsible for acceptance of the parts.

B. Certificate of Conformance

Department of Defense contracts may require the contractor to provide a "Certificate of Conformance." This certificate is a written document, completed by the contractor, which certifies, among other things, that the parts being provided conform to the contract requirements.

IV. TRADEMARKS

A. Legitimate Trademarks

A "trademark" is a word, phrase (such as a logo), symbol or design (such as an icon), or a combination thereof, which identifies and distinguishes the source of the goods of one particular manufacturer from those of other manufacturers. A trademark is often a valuable asset, equated with the "good-will" of a business organization, which can influence buyers in purchasing decisions. A "word mark" and a "mark drawing" are types of trademarks.

A trademark serves a variety of purposes. First, it avoids product confusion by allowing buyers to have confidence that identical devices for sale bearing the identical trademark were manufactured by the same company and will be of the same quality. Second, it enables buyers who experience a problem with the name-brand devices they have purchased to seek recourse through the legitimate manufacturer by returning the goods to the seller or seeking warranty or other recourse through the original component manufacturer ("OCM"). Third, it allows the trademark owner to distinguish and protect its products by giving that company exclusive rights. This permits the

legitimate trademark owner to recoup investments of time, money, labor, and creativity and to rightly profit from its endeavors in bringing a particular product to market. Fourth, it permits product recalls should a problem be discovered post point of sale. Finally, a unique purpose served by a trademark in the case of integrated circuits is that it allows the buyer to trust that the devices being purchased were made in accordance with the OCM's safeguards, are in conformance with the specifications on the manufacturer's data sheet, and will be the correct form, fit, and function needed for the application for which they are purchased.

B. Counterfeit Trademarks

When a counterfeit mark is used in the trafficking of goods and the mark is identical or substantially indistinguishable from the mark registered on the principal register of the U.S. Patent and Trademark Office, such a counterfeit mark is obviously likely to cause confusion, mistake, and deception with buyers.

V. HOW THE SCHEME WAS ACCOMPLISHED

Defendant Aljaff, Co-defendant Felahy, and others created an integrated circuit counterfeiting operation at 17332 Von Karman Avenue, Suites 110, 115, and 160, Irvine, California 92614. From this location, they sold salvaged, remarked devices - some of which they imported and some of which they caused to be demarked and remarked in the U.S. and abroad. They also directed and participated in the manufacturing of harvested integrated circuit die into new IC packaging. They created and maintained Internet websites for the advertisement of name-brand integrated circuits, including www.mvpmicro.com, www.labrainc.com, and www.rhdistributors.com, and they sold integrated circuits to the public, including the U.S. military, defense contractors, medical equipment

and electronics manufacturers, transportation system manufacturers, and other distributors. (See Attachments 2, 3, and 4, respectively). At the time of his arrest, Defendant Aljaff was in the process of establishing additional companies, "CosmicSemi," "Tigersemi," and "Force One" as additional vehicles for the sale of counterfeit integrated circuits. (See Attachment Nos. 5, 5-1 and 5-2). The website for Force One, which at the time of Defendant Aljaff's arrest was under construction, depicts a fighter jet on its opening page, suggesting that the target sales audience was the military and the defense contracting industry. A summary schedule reflecting the various corporations, principal business office locations, officers, and type of business as reflected on State of California filings is at Attachment No. 6.

A. Importing Counterfeit, Remarked Integrated Circuits

Defendant Aljaff, Co-defendant Felahy, and others acquired from sources in China, integrated circuits bearing counterfeit marks and imported them into the United States through various ports of entry. The co-conspirators thwarted detection by CBP Officers at the U.S. ports by using variations of company names and addresses for the importation, including the following names: "MVP Micro, Inc.;" "Red Hat Distributors," "Red Hot Distributors," and "RH Distributors" and the following addresses: 17332 Von Karman Avenue, Suite 110, Irvine, California 92614 and 17332 Von Karman Avenue, [no suite number] Irvine, California 92614. In addition, on 23 separate occasions, importations of integrated circuits by companies associated with Defendant Aljaff and Co-defendant Felahy, all intended for delivery at the Von Karman address from various companies

in China, were seized at the U.S. borders as counterfeit.[16] These shipments involved 13,379 individual integrated circuits with a manufacturer's suggested retail price ("MSRP") of $146,704.50 and included devices which were marked military-grade (seizure number 10) and had military applications (seizure number 13) (Attachment No. 7 is a listing of border seizures). CBP procedure provides for notice to the importer and the opportunity to challenge the detention of the shipment. Defendant Aljaff never challenged a single seizure. In addition, even after repeated notice that goods he was importing from China were determined to be counterfeit, he persisted in such acquisitions.

B. Harvesting die from Integrated Circuits for Repackaging

Defendant Aljaff and Co-defendant Neil Felahy had numerous employees working in a back office area "harvesting" die from integrated circuits. Surveillance of the MVP Micro location revealed several employees who were observed working inside the garage-type area, which has a roller door. The employees were observed dragging a drill press outside and into a nearby shaded area. One employee was observed drilling die using this machine. De-capped integrated circuits were found on the ground nearby. (See Attachment Nos. 8 and 8-1). The workers would apparently take an integrated circuit, drill it to a certain depth, use acid to melt the remainder of the plastic encasement, then pluck the internal metal die using tweezers. On the MVP computers the Government located transactions in which MVP sent a number of harvested die to Taiwan for repackaging with explicit instructions concerning the markings to be applied to the new encasement,

[16] According to CBP records, during the time period alleged in the Indictment, MVP Micro and the related companies imported 787 individual shipments from China and Hong Kong, all destined for the Von Karman address.

(See Attachment No. 9 and Attachment Nos. 25 and 26, i*nfra*.). This action is particularly disturbing as a buyer would have no possible external inspection method to determine that a device was suspect; on the outside it would appear brand new, complete with accurate markings.

C. Sending Integrated Circuits Elsewhere for Demarking and Remarking

In addition to sending die overseas, MVP Micro sent a number of shipments to a company in the United States with similarly explicit instructions as to the way in which they wanted IC packages to be demarked and remarked. The following documents were recovered from the offices of MVP Micro:

1. Attachment No. 10 is an email dated September 11, 2007, from an employee of MVP Micro, titled, "Quality Control Manager/Shipping Manager," to a person at the remarking company, copied to Defendant Aljaff, requesting a price quote to have195 Philips devices remarked from "PN: SCC26C94C1N" TO "PN: SC26C94A1N." The email includes a photographic image indicating how the parts are to be remarked. (See Attachment No.10-1). Attachment10-2 is an invoice, dated September 12, 2007, with a "ship to" address for MVP Micro for the "demarking/remarking." The Process Traveler for the 195 devices and the Demark/Mark Traveler, both dated September 12, 2007 are at Attachment Nos. 10-3 and10-4, respectively. The Phillips Semiconductor data sheet for these devices, with highlighted instructions "original" and "remarked" is at Attachment No. 10-5. This exhibit shows that MVP was directing that a commercial-grade integrated circuit be falsely remarked as an industrial-grade device.

2. Attachment No. 11 is a Process Traveler, dated February 20, 2008, for customer MVP Micro, regarding 75 Quick Logic devices bearing part number QL12X16B-1CG84M, for demarking and remarking. Attachment No. 11-1 is a Demark/Mark Traveler, dated February 21, 2008, for the same parts. Attachment No. 11-2 is a Purchase Order for MVP Micro, stating the part number and noting, "Remark to look like the picture on the Data Sheet." Attachment No. 11-3 is a Gold Product Preclean, Mark, Cure Traveler, indicating that "preclean" was "not required; parts were chemically demarked within previous 30 minutes." Attachment No. 11-4 is a data sheet, with the handwritten notation, "Mark Line 1: pASIC" 2: QL12X16B-1CG84M. Attachment No. 11-5 is a data sheet indicating that "Military 5.0V pASIC 1Family" is a "Very-High-Speed CMOS FPGA."[17]

3. Attachment No. 12 is Process Traveler, dated April 8, 2008, for customer MVP Micro, regarding 279 device number 1CM7170A1BG, for demark and ink mark. Attachment No. 12-1 is a Demark/Mark Traveler for the same parts indicating that the method of demark was "abrasive." Attachment 12-2 is a JPEG image of a semiconductor device, with a white box of instructions placed above the device, which reads:

> This Intersil part needs an "A" added to the part # shown below. Chip should read as "7170A1BG". This is a picture of the actual part you will be receiving, everything else will be remarked the same as shown..."

Attachment No. 12-3 is an Intersil data sheet for device 1CM7170, indicating that the device

[17] "FGPA" is the acronym for "Field Programmable Gate Array," which is a programable semiconductor device that can be programmed for the particular application or functionality requirement needed.

is an "obsolete product" with "no recommended replacement." According to the data sheet, the applications for this device are: portable and personal computers, data logging, industrial control systems, and point of sale.

4. Attachment No. 13 is MVP Invoice # 4284, representing an April 3, 2008 sale to Ats Solutions of Canoga Park, California, of 264 Actel "new" device number A3265DX-1PQ1001, for a total of $27,720.00. Attachment No. 13-1 is April 8, 2008, MVP Purchase Order #5629, for 264 Actel part number A3265DX-1PQ1001. Attachment No. 13-2 is the April 9, 2008 Process Traveler referencing customer MVP Micro, for incoming 264 units to be abrasively demarked (See Attachment No. 13-3) and then ink marked, with explicit photographic instructions including blocked-in text explaining how MVP wanted the remarked chip to appear along (See Attachment No. 13-4) with an Actel product specification sheet, with highlighting and notations regarding the "original" and the "remarked" information (See Attachment No. 13-5).

D. Acquiring Machinery to Harvest die, Repackage and Mark Integrated Circuits In-House

Defendant Aljaff, Co-defendant Neil Felahy, and others acquired and imported industrial machinery to aid in harvesting die, repackaging devices and marking integrated circuits. They also acquired semiconductor-grade acetone and nitric acid, which are chemicals used to remove markings, to clean, and to etch integrated circuits. The following attachments document the industrial equipment recoverer from MVP Micro:

- Attachment No. 14 shows industrial equipment still boxed and on pallets.

- Attachment No. 14-1 is another photo of boxed heavy equipment.

- Attachment No. 14-2 is an image of a Verifier Machine. This is an X-ray system used to determine the size and location of a chip in a package and also used to determine how the chip is wire-bonded.

- Attachment No. 14-3 is an image of a Heller 1500 W (convection reflow oven). This machine is used to attach metal lids to integrated circuit packages. It can also be used to reflow solder paste on printed circuit boards so that components can be mounted to boards.

- Attachment No. 14-4 is an image of a Comco, Inc. Micro-Blaster. This machine can be used to remove original part markings from a IC package. It can also be used to clean-up IC package pins.

- Attachment No. 14-5 shows an Esse Air Gun. This machine can be used to blow off any particles on integrated circuit chips or packages.

- Attachment No. 14-6 shows an August NSX-90. This machine is used to automatically conduct optical inspection of an IC or and IC package fro defects.

- Attachment No. 14-7 shows a Markem U-1471 (semi-automatic print marking system). This machine is used to add package markings (logos, part numbers, date codes, lot numbers, etc.) to IC packages.

- Attachment No. 14-8 shows a Asymtek machine (fluid dispensing equipment). This machine is used to apply liquid or attach material to a package lead-frame or other package substrate so that the IC can be attached. This machine can also be used to attach components to printed circuit boards.

- Attachment No. 14-9 is an image of more equipment at MVP.

- Attachment No. 14-10 is an image of a Logical Devices, Inc. Chip Master 6000XPu, Intelligent Universal Programmer, Smart Pin/USB Port, Device Programmer. This machine

is used to program memory chips.

E. Issuing Fraudulent Certificates of Conformance

Defendant Aljaff and co-defendant Neil Felahy directed employees to create false "Certificates of Conformance," which purported that all materials shipped on the purchase order conformed to the applicable military and/or commercial specifications. The certificates further falsely represented that test reports or material certifications for the materials being shipped were on file with them or with their suppliers. One might reasonably presume that a Certificate of Conformance ("COC"), which is an attestation of authenticity of goods, would be signed by a quality control specialist, possibly someone with an engineering background. However, at MVP Micro, the "Certificate of Conformance" was signed by the lowest paid employee. According to other former MVP employees, this person literally sat at the dock area, signing COCs as the packages were on their way out the door. This person had no background in engineering or quality control and reportedly spent most of his days at work smoking marijuana.

F. The Acquisition and use of CAGE Codes

Defendant Aljaff and Co-defendant Neil Felahy acquired "CAGE" codes in order to do business with the Department of Defense. They entered into two contracts with the Department of the Navy, which were the undercover buys, for the sales of "military-grade" integrated circuits and integrated circuits with military applications.

G. The Undercover Buys[18]

Two undercover ("UC") purchases were made by law enforcement in this case. The undercover contracts were negotiated on behalf of the "U.S. Navy" with MVP Micro. The first purchase occurred on February 25, 2009, with delivery to the District of Colombia on March 12, 2009. The second purchase was placed on June 2, 2009, with delivery to the District of Columbia on July 22, 2009. A schedule of UC purchases is at Attachment No. 15. On the attachment, the goods that were counterfeit are highlighted in yellow.

1. The First U/C Purchase - "Naval Air Systems Command ("NAVAIR")" from MVP Micro

The first contract was issued on March 3, 2009. The MVP Micro invoice for this transaction is at Attachment No. 16. The goods were shipped in interstate commerce via UPS, to NAVAIR, Washington Navy Yard, from MVP Micro, 17332 Von Karman Ave., Suite 110, Irvine, CA 92614. The shipment contained, among other non-infringing products, 10 integrated circuits, marked part number OPA627AU, bearing the purported trademark of Burr Brown, "BB," which is owned by Texas Instruments, Incorporated ("TI"). Images of the devices and the Certificate of Conformance are at Attachment Nos. 16-1 and 16-2.

[18]A third undercover buy from Pentagon Components is not relevant herein, as that company was not owned by Defendant Aljaff.

a. Authenticity Determination - Texas Instrument's OPA627AU:

These devices were analyzed and determined by TI to bear counterfeit markings. TI prepared a 6-page Verification Report, dated April 30, 2009 (See Attachment No. 16-3). TI X-rayed the devices and took optical pictures. Three of the units were decapsulated (the plastic casing was melted off thereby exposing the inner die) and die photos were taken after decapsulation. The internal portion of the devices was optically inspected. In addition, the units were electrically tested. Three of the four units were determined to have gross functional failure on almost all test parameters. TI made the following findings:

> (1) [The] outside visual inspection of the device package revealed that none of the four samples contained legitimate product codes. The date code markings did not match TI's product marking specifications. In particular, each device was marked with a date code of "0543," which under TI's marking scheme would indicate a manufacture date of the 43rd week of 2005. However, TI stopped using this 4-digit date code marking scheme in 2001, so legitimate 2005 parts would not be marked with a 4-digit date code.
>
> (2) [The] internal inspection of the die indicated that each of the four samples contained die marked with a legitimate Die ID numbers and legitimate TI part numbers and logo markings. TI is not able to link the Die ID markings to a legitimate date code for the final device.
>
> (3) [O]ne of the devices had an extra bond wire that was not present in the other three samples. The extra-bond-wire is not the proper configuration for a OPA627AU device, but the device did contain a proper OPA627AU die.
>
> (4) Three of the four units exhibited gross electrical failures, which indicates that the devices were likely test rejects from TI manufacturing.

(5) The parts do not appear to be board-pulls.[19]

2. The Second U/C Purchase, "Naval Sea Systems Command ("NAVSEA")" from MVP Micro

A series of email exchanges between an employee of MVP Micro and an assisting witness from NAVSEA highlight the various misrepresentations made to a prospective buyer, including ownership and singleness of nature of MVP Micro and RH Distributors, where the parts ordered were actually coming from, trustworthiness of RH Distributors, and the reason for the above-market pricing.

On May 29, 2009, Vicki Miles sent a Request for Quotation to "Sales" at MVP Micro. On June 2, 2009, she received a reply from "Larry David" at RH Distributors. Ms. Miles responded, "I'm confused. Are you MVP Micro or RH Distributors?" David replied, "I am with RH, MVP is my sister company." (See Attachment No. 17). On June 9, 2009, Ms. Miles inquired regarding certain parts because, "The quoted cost is extremely high in comparison to other companies." (See Attachment No. 17-1). David replied:

> "I only buy parts directly from military defense contractors and oem's.[20] I am at the mercy of what they paid for the parts and the MOQ[16] is imposed by them. I will pay for the shipping for you. I don't compete with other vendors because I have no idea where they are buying the parts and if they are trustworthy in general. My customers come to me when quality is there (sic) main consideration." (See Attachment No. 17-1).

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[19]"Board pulls" would suggest that the parts were reclaimed salvage.

[20]"OEM" is the acronym for "original equipment manufacturer."

[16]"MOQ" is the acronym for "minimum order quantity."

In addition, on June 29, 2009, Ms. Miles received an email from "Ben Moore" of MVP Micro misrepresenting that a manufacturer of a particular device does not change. In his email Moore states:

> "Thank you for the order..Question for you. There are several MFRS for these parts, do they have to be exactly the same MFR? Part number should be the focus as the mfr is always changing as companies are being bought and sold." (See Attachment No. 17-2).

The contract was issued on June 26, 2009. The MVP Micro invoice dated June 29, 2009, is at Attachment No. 17-3. The goods were shipped on 7/14/09, from MVP Micro, in interstate commerce, via UPS, from the State of California to the NAVAIR, Washington Navy Yard, Washington, D.C. Digital images of the devices were photographed and forwarded to the rights holders for authenticity analysis.[17] The shipment also contained five fraudulent Certificates of Conformance dated July 14, 2009, pertaining to the counterfeit integrated circuits. The certificates falsely state: "It is hereby certified that all materials shipped on our purchase order conform to the applicable military and/or commercial specifications." (See Attachment No. 17-4).

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[17]Ten integrated circuits bearing the purported trademark of National Semiconductor ("National Semi"), part number LM10H/883C, were forwarded to National Semi for evaluation as to authenticity. According to Jeff Lamb, Director of Worldwide Security, National Semi, the parts bear an old logo (two wavy lines), which National Semi stopped using in June 1994. The date code for the parts depicted in the images indicate that the parts were manufactured in the 30th week of 1988 (HFG "8830"). However, according to National Semi's part database, this product was not released until September 1992. Further, National Semi did not build this unit before the new product was released in 1992. Therefore the product is counterfeit (i.e., not a legitimate product of National Semi, though through use of this mark it purports to be such). These particular facts do not support a charge of trafficking in counterfeit goods, because the fact that the mark is "in use" by the trademark owner is an element of the offense. However, sale of this item was part of a Mail Fraud charge reflected in the Indictment regarding the second U/C buy from MVP Micro.

The shipment contained, among other non-infringing products:

- 2 integrated circuits, marked part number 3656AG, bearing the purported trademark of Texas Instruments ("BB," that is "Burr Brown"),

- 1 integrated circuit, marked part number SMJ34020AGBM40, bearing the purported trademark of Texas Instruments (Map of Texas with "TI" included in the design), and

- 1 integrated circuit, marked part number AD5962-8871902MXA and 1 integrated circuit, part number AD664TD-BIP/883B, both bearing the purported trademark of Analog Devices.

a. Authenticity Determination -Texas Instrument's 3656AG

These devices were subsequently determined to bear counterfeit markings. According to Texas Instruments:

> Part numbered 3656AG, is a commercial-grade device. The device was determined to be counterfeit for the following reasons:
>
> (1) The unit shows the marking of the date code ("0445") and the lot number ("AAB3118") sideways. The sideways marking of the date code and partial lot number was discontinued in 1995 and was changed to marking them under the part name. The "0445" date code on the device indicates a manufacture date of the 45th week of 2004, which is long after TI stopped marking the date code and code vertically (sideways).
>
> (2) The model "AAB" (in the lot code) does not match the spec for the 3656 devices. The correct model code should be "AAV."
>
> (3) The device shows the words, "Burr-Brown," which was removed by TI in the early 1990's. The date code on this device, "0445" reflects that it was manufactured in the 45th week of 2004.

(4) The unit reflects the word "USA," which was removed by TI in May 2004. The last legitimate date code would have been 0423; the 23rd week of 2004. This unit reflects the 45th week of that year. **(See Attachment 17-5).**

b. Authenticity Determination -Texas Instrument's SMJ34020AGBM40

Part number SMJ34020AGBM40 is a military-grade, "Critical Application Item," device, meaning that the part is critical to the safe operation, equipment effectiveness or mission performance of a military system. This device was determined to be counterfeit, because the date code was not found in TI's product tracking system. In addition, the materials from which this device was manufactured do not appear correct for a military-grade part. [18] According to a TI engineer, this device is a commercial-grade unit, remarked as military-grade. (See Attachment 17-5).

c. Authenticity Determination -Analog Devices' AD5962-887190SMXA

Part number **AD5962-887190SMXA** is a commercial-grade part, determined to be counterfeit for the following reasons:

(1) The lid is laser branded with date code "9821," indicating it should have been assembled and branded in the 21st week of 1998. However, the lid on the counterfeit unit is marked using a format that was not implemented by AD until March 13, 2002.

(2) The gold-plated lid shows horizontal abrasion marks. There abrasion marks are not present on legitimate AD5962-887190SMXA units and are indicative of counterfeiters grinding-off the original top markings. (See Attachment No. 17-6).

[18]The leads and face of the commercial-grade unit are gold. On the military-grade unit, the leads and face are solder-dipped and would appear silver in color, not gold.

d. Authenticity Determination -Analog Devices' AD664TD-BIP/883B

Part number AD664TD-BIP/883B is a commercial-grade part, determined to be counterfeit for the following reasons:

(1) The lid is branded with a date code "9742," indicating that it should have been assembled and branded in the 42nd week of 1997. However, the lid on the counterfeit unit is marked using a format that was not implemented by ADI until November 28, 2001.

(2) The gold-plated lid shows horizontal abrasion marks. These abrasion marks are not present on legitimate AD664TD-BIP/883B units, and are indicative of counterfeiters grinding -off the original top markings. (See Attachment No. 17-7).

H. Counterfeit Goods in the MVP Micro Inventory

At the time of search warrant execution on October 8, 2009, representatives from STMicroelectronics, Analog Devices, and Texas Instruments assisted law enforcement with authenticity analysis by receiving sample devices recovered from the MVP Micro inventory bearing their company's purported trademarks. The goods were determined to be counterfeit as follows:

- 250 STMicroelectronics devices, part number STT7537HS1, MSRP $1,125.00, for which the typical application is modem communication between devices via electrical power wires (wall outlets).

- 25,000 STMicroelectronics devices, part number STTH1L06A, MSRP $3,000.00, for which the typical application is diode used in power supply applications for consumer products (home appliances, TV, computer). This diode is designed for handling voltages at potentially lethal levels (600V at 1 amp).

- 147 Analog Devices, part number AD977ABR98067, MSRP $6,681.92.

- 98 Analog Devices, part number AD977ABR98068, MSRP $4,170.80, which are Analog-to-Digital converters (ADC), which are used in industrial applications, including factory data acquisition boards and instrumentation to control machinery.

- 300 Analog Devices, part number OP467ARC/883C98069, MSRP $19,869 (military-grade parts), which are suitable for use in military applications rated for use over full military temperature range of -55 degrees Celsius to +125 degrees Celsius.

- 180 Texas Instruments, part number SN740N, MSRP $126.00.

- 100 Texas Instruments, part number SN74F10N, MSRP $26.00.

- 10 Texas Instruments, part number SN74HCT240N, MSRP $3.00.

- 16 Texas Instruments, part number SN74HCT04N, MSRP $4.00.

- 10 Texas Instruments, part number SN74F244N, MSRP $4.00.

- 41 Texas Instruments, part number F373, MSRP $16.00.

I. Customer Complaints

(1) On March 28, 2008, Molex Inc., Lisle Illinois, ordered 14,000 St Microelectronics integrated circuits, part number BTB12-600, for a price of $12,600.00, from Labra Electronics, 17332 Von Karman Ave., Suite 110, Irvine, CA. The parts were intended for electrical connectors in residential vacuum cleaners. Labra charged Molex $.90 per unit, although the MSRP for each unit was $.47. (See Attachment Nos. 18 and 18-1). Molex received the devices, incorporated them into manufacturing, and experienced product failure. Unable to obtain relief from Labra, Molex

contacted STMicroeletronics, whose engineers examined photographs and e-rays of the suspect devices and confirmed that they were counterfeit.

According to STMicroelectronics, part number BTB12-600 is a high-voltage AC power switch (rated for up to 600 volts and up to 12 amps) for turning ON/OFF the flow of high voltage electricity from a power supply (e.g., AC voltage from a wall outlet) to other electrical components (e.g., motors, actuators). A failed power switch has two main failure modes: open circuit and short circuit. When an open circuit exists, electrical current is not permitted to flow as intended. In such a case, the power switch may fail to turn the vacuum cleaner or a feature of the unit on or it may fail to function. When a short circuit exists, electrical current is permitted to flow at times and places where it is not intended to flow or where it should not flow. In such a case, the power switch may fail to turn the vacuum cleaner off or, if left plugged in while in the OFF position, the power switch may randomly turn the unit back on. Depending upon the circuitry involved, this could potentially lead to an overheated device, which if unattended, could pose a fire hazzard. Overheating could also cause components to melt, burst or rupture. A short circuit could cause high voltage electricity to be conducted to unintended parts of the vacuum cleaner. Depending on how and where the power switch is electrically connected, this could lead to a potentially lethal shock to the user of a device.

J. Sales to Defense contractors and other third parties

Sales by MVP Micro and the related companies were to numerous industry sectors. Attachment No. 19 and 19-1 are alphabetical lists of Domestic and International buyers, respectively.

There were thousands of transactions to over 300 domestic and 75 international buyers.[19] Sales to the Defense Contacting Industry reads like a "Who's Who," and includes sales to: EADS North America Defense Test and Service, Inc., General Dynamics, Honeywell, ITT Corporation, L3 Communications, and Raytheon.

1. Sale to ARC Technology Solutions, Inc.

According to their website, ARC Technology Solutions is "one of the nation's leading providers of engineering services and functional test solutions to the FAA, DoD, Healthcare, Telecommunications, government Prime Contractors, Industrial Automation and Transportation Industries."[20] An email exchange, in which Defendant Aljaff is referenced by the alias, "Matt Button," details an October 31, 2008 sale to ARC Technology Solutions for 300 part number:

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[19]The Government reviewed approximately 200 of the websites associated with MVP Micro and related companies' buyers. This analysis revealed that there were approximately 90 distribution/supply companies, who dealt with the following industries: military, semi-conductors, industrial, integrated circuits, GPS, LCD/display, telecommunication, avionics, trailer hitches, thermal imaging, power supply, intelligence, commercial, obsolete parts, multi-media, and alarm systems. There were approximately 93 assembly/manufacturing companies, dealing with the following industries: electronics, missiles, medical, aerospace, defense, computer boards, cable/wire harnesses, audio, optics, telecommunication, lighting, fare collection (for buses, trains, etc.), power supply and switching, digital cameras, fiber optics, space, military, UV systems, water/fluid management, aircraft ground support equipment, routers, railroad, automotive, point of sale equipment, and bicycle equipment. There were a number of miscellaneous companies, including those involved with: engraving, organ (musical instrument) services, non-profit for health and education to the poor, law enforcement training, IT services, internet/phone/cellular services, eReader software, avionics repair, and data acquisition software.

[20]See, the website for ARC Technology Solutions, Inc., available at: http://www.arcserv.com/index.php/contact/contact-arc.

LTC1966IMS8,[21] for $1,500.00. After accepting the order, on November 10, 2008, Defendant Aljaff as "Matt" instructs his employee, Joe Faruqui, to "Order a known good," which the employee does. In an earlier email dated November 3, 2008, Faruqui represented to the buyer that the source of the parts was an Original Equipment Manufacturer, stating, "...These are @ an OEM in THAILAND. They make satellites. I sent her an email to see if the stock is still there." However, ordering a "known good," suggests that the order shipped to this buyer was remarked parts bearing correct alphanumeric codes from a "known good" device. (See Attachment No. 20).

2. Sale to Micro Technology Services, Inc.

An email thread details a sale by Labra employee Nathaniel Richard to Micro Technology Services (www.mitsi.com) of 1,025 of part number UPD75P108BGF-3BE[22] at a cost of $15,804.00. Defendant Aljaff, as "Matt Button," and co-defendant Neil Felahy are copied on this exchange. Upon receiving the devices, the buyer discovers that they are counterfeit and wants a refund, stating:

> "Nathan, since we didn't hear from anyone in your office, we opened the package and much to our surprise the parts were marked as D75P108BGF. Unfortunately the parts have been sanded and ink silk screened. You can tell because you can see the original finish at the edges and the Pin one indicator (dimple) has also been reduced in depth and the finish has changed. I don't know if you received them this way or not, but we are not willing to take a chance with these suspect parts..."

In an email exchange dated January 16, 2009, the Micro Technologies Solutions representative

[21]This device is manufactured by Linear Technologies and is a precision micro power RMS to DC converter.

[22]This device is an NEC MOS integrated circuit, 4-bit single chip microcomputer.

advises Richard that:

> "We cannot take a chance with these parts. Our customer is in the medical field. I cannot use compromised parts. Please return our money and we will return the parts."

Meanwhile, Defendant Aljaff and Richards attempted to push the parts on the buyer with Labra's Non-Cancellation /Non-Returnable policy. (See Attachment No. 21). The investigation revealed that Micro Technology Solutions was procuring these parts for incorporation into automated medication applications, such as IV drip machines.

3. Sale to an unknown customer

In a July 25, 2008 exchange between employees "Lafe Isaac" and Nathaniel Richard, Isaac advises that 120 of an item received from "HongDark electronics" have a 2000 date code, but that the customer asked for a 2003 or newer date code and the parts are "not remarkable." (See Attachment No. 22).

4. Sale to Alstom Transport[23]

An email dated May 16, 2008 from a representative of Alstom Transport to "Matt Button," which includes at the top of the printed page Defendant Mustafa Aljaff's name, evidences the sale of used devices. It states, "In April we returned 14 pcs of the JNp185030MJ to Labra. The parts were already programmed." (See Attachment No. 23). MVP Micro issued a refund check (See

[23] According to the company's website, Alstom Transport is a global leader in transport, train, and track. Among other things, the company provides rolling stock, signaling systems and services high-speed rail, light rail, streetcars, rail infrastructure solutions, and subway and metro cars. See, http://www.alstom.com/us/products-and-services/transport/

Attachment No. 23-1). According to a website, Alstom Signaling, Inc.[24]" manufactures and supplies signaling products and systems for freight, transit, and commuter markets. Its products include wayside products, such as signals, track circuits, switch products, relays, and interlocking solutions, and Carborne automatic train control systems for automatic train protection, operation, and supervision. The company also provides positive train control equipment, which includes civil speed enforcement systems; and automatic train supervision products, such as transportation management systems and supervisory solutions."[25]

5. Another sale to Alstom Transport

A May 2, 2007 Labra Electronics Sales Order and a May 21, 2007 Purchase Agreement show a purchase of 552 Infineon devices part number SAE81C91-NE13 from MVP Micro by Alstom, USA for delivery to Alstom, Canada, for $100.00 per unit (See Attachment Nos. 24 and 24-1). The Alstom invoice notes, "STAND ALONE FULL CAN CONTROLLER P-LCC-28, manufacturer part Number: SAE81C91-N E13" (See Attachment No. 24-2). A May 21, 2007 MVP Micro Purchase Order shows a procurement of 205 Infineon devices part number SAE81C91-NE13 P from "Million Star Intl Dev Ltd," Shenzhen, China at a cost of $25.00 per unit (See Attachment No. 24, 24-1, 24-2 and 24-3).

[24]Alstom Signalling, Ltd. Trades as Alstom Transport Information Solutions.

[25]See, e.g., http://www.insideview.com/directory/alstom-signaling-inc

6. Sale to Rockwell Collins, Inc.

Rockwell Collins, Inc. procured 233 Atmel part number AT27C256R-15P1 from MVP Micro. Their counterfeit analysis revealed that the devices were sanded and remarked, counterfeit devices. See, Attachment No. 25 and 25-1 are two images noting issues detected from the counterfeit devices.

K. The Use of Alias Identities by MVP Micro Employees

Attachment No. 26 is a 2-page listing of MVP Micro employees with their alias Labra Electronics' and Red Hot Distributors' names and corresponding telephone numbers. This document suggests that MVP Micro employed over 18 employees in the United States and at least 5 employees located in China.

L. The Harvesting of Die

1. The MVP Micro factory

Attachment No. 27 is a photographic image of the back roller-door work area at MVP Micro as it appeared on October 8, 2009. According to one of the semiconductor manufacturer quality assurance engineers on site who observed this scene, the photograph depicts four chemical "decap stations" under fume hoods used for this purpose. The fume hoods were vented to the *inside* of the building. A drill press was first used to make small hole in the plastic package over the die. The integrated circuits packages were then heated on a hot plate. Eyedroppers containing nitric acid were used to fill the holes. Acetone was used to rinse away dissolved plastic. This process was apparently

repeated until the die was exposed. It was unclear whether an automated Nisene decap system, also on site, was also being used. There were hundreds of decapped integrated circuits found in containers in the work area and hundreds of "plucked" die and/or unused die found in die waffle packs. The photographic image shows the fume hoods and chemicals that MVP Micro used to chemically remove the remaining molding compound ("plastic") covering the chips inside integrated circuit packages. Attachment No. 28 is an IBM technical paper found on October 8, 2009 on the floor near the work stations used by MVP Micro employees. The procedure outlined in this paper appears to have been the basis for MVP Micro's "manufacturing" process. Attachment No. 29 further documents the harvesting of die. This attachment is an email dated May 28, 2009, from an MVP Micro employee to Defendant Aljaff, referencing a quality inventory update with "677 Decaps," "637 Extractions," and "637 Packaged and cleaned."

M. <u>The Repackaging of Harvested Die</u>

Defendant Aljaff, co-defendant Felahy, and others sent harvested die overseas and to one or more companies in the United States to be repackaged with explicit instructions on what markings to place on the IC packages:

1. Attachment No. 30 is a Corwill Technology Corporation Sales Order dated December 1, 2008 for customer MVP Micro, Inc. for a total of 809 die to be packaged with part number S87C751-1F24. This particular device is a Philips CMOS (complementary-symmetry metal-oxide-semiconductor or "COS-MOS"), single-chip 8-bit micro controller.

2. Attachment No. 31 is an email chain between Co-defendant Felahy and a representative of Fast Semi, which was forwarded to Defendant Aljaff, with the comment,

> "Do you want to laugh??? Open the quote, $40/piece, 7 day turn-time for only 100 pieces:) Laugh-Out-Fucking-LOUD"

In an email dated October 15, 2008, from Neil Felahy to Fast Semi, Felahy stated:

> "Thank you for taking my call, I could sense the frustration in your voice but I'm pretty confident that I can change things around. I am looking for someone to extract die from a Plastic Dual In-Line Package and re-bond/re-seal in a CERDIP package. We have already placed at order (sic.) For 3,500 pieces with NTK (subsidiary or NGK Spark plugs) and should be receiving the carriers within a few days. We have the 'raw material' in-house (15,000 pieces) of the plastic packaged parts. Please give me an all-inclusive quotation for the following duties: die extraction, die-re-bonding, package sealing, blank test to see if parts hold code. ..I need to be quoted on 3,000 pieces of finished, functioning parts..."

3. Attachment No. 32 is an email chain dated July 28 and 30, 2009, in which an MVP Micro customer is asking Defendant Aljaff questions including, "Are you authorised by Atmel to manufacture this part?" To which Defendant Aljaff replied, "We have the die and can manufacture the parts. The date codes would be brand new..."

4. On August 3, 2009, MVP Micro placed an order with Circuit Electronic Industries ("CEI") Public Co., Ltd., Bangkok, Thailand, regarding two groups of die; 1,808 pieces and 2,340 pieces of device number ICM7170AIBG. This part number corresponds to an Intersil microprocessor, real-time clock. MVP Micro utilized the services of CEI to repackage and mark harvested die. See, Attachment No. 33.

5. Attachment No. 34 is an email chain regarding harvested die sent to CEI for packaging and marking at a cost of 25 cents per unit. Defendant Aljaff is on the email chain. In an email dated June 2, 2009, MVP Micro employee Mark Barry stated:

> "343, this will be the final shipment for this order, but I think we will be making a new order when we get more die. I believe we are currently working on getting up to 4000 more. I don't know what kind of agreement we had, but we can still do $.25 per piece. Thanks, Mark."

N. <u>The Demarking and Remarking of Chips</u>

Defendant Aljaff, co-defendant Felahy, and others sent chips to other companies to have them demarked and remarked:

1. Attachment No. 35 is series of documents, which were found stapled together at the MVP Micro offices. The documents show that on April 4, 2008, Red Hot Distributors sold 230 Analog Devices part number AD8651ARMZ-R2 to Ocm Manufacturing of Ottawa, Canada. Defendant Aljaff was the sales representative. An HGM invoice dated April 29, 2008, shows that customer MVP Micro sent 247 of the same part number for "demark/remark both top and bottom," "top mark same," "bottom side mark 0712 date code."

2. Attachment No. 36 is a group of photographs with white boxes inserted containing typed instructions as to how chips were to be remarked. The images state as follows:

> "BOTTOM SIDE OF CHIP
> REMARK DATE CODE TO 0622 REMARK EVERYTHING ELSE THE SAME"

> "REMARK THE DC TO '0477' AND
> REMARK EVERYTHING ELSE THE SAME"

"REMARK DATE CODE TO
0447"

"REMARK TO AN 'I' FOR INDUSTRIAL
GRADE, ALL THE REST THE SAME"

"REMARK TO AN
'I' FOR
INDUSTRIAL (sic)."

"CHANGE THE '70'
TO A '55"'
REMARK EVERYTHING ELSE THE SAME AS IS"

"REMARK TOP SIDE WITH A '+' FOR
INDICATION OF ROHS"[26]

3. Attachment No 37 is an email from an MVP Micro employee dated May 19, 2008 to a representative of HGM with the subject line, "Actel Part for Remarking. The email discusses "Another part that should be arriving today." Attached is an image of an Actel semiconductor with a superimposed white box of instructions stating, "the chip should remain the same, just need to add an "I" to the end of the part number to read 'A54SX16APQ208." On the image, there is a box with a line indicating where the "I" is to be placed.

[26]"RoHS" is the acronym for "Restriction of Hazardous Substances," which originated in the European Union and restricts the use of certain hazardous substances found in electrical and electronic goods. The banned substances are: lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers. See Rosh Guide, available at: http://www.rohsguide.com/rohs-faq.htm.

4. Attachment No 38 is an email dated October 31, 2008 from Defendant Aljaff to Co-defendant Felahy, regarding organizing their in-house demarking and remarking capabilities. The email states, "These were drop shipped from HGM. No more outside jobs (HGM & A&I) we lose control. I bought the HELLER OVENS, HEPCO-BLUE BFA RE-BALL MACHINE, remark machine."

5. Attachment No. 39 is an undated, two-page document, referencing transactions from January 2009, which appears to relate to three companies doing demarking and remarking for MVP Micro. The document references 8,311 total semiconductors. An "issue" related to HGM states, "Couldn't remark with laser, they have a YAG and it isn't etching into the substrate. 3 day chemical demark process."

VI. NATURE OF THE HARM DONE THROUGH THE CRIMES COMMITTED IN THIS CASE

A. Harm to the Trademark Holders/Semiconductor Manufacturers

The typical fraud case involves some form of theft by deception. In such a case, the primary consideration for the Court is ordinarily the economic loss, which can impose a financial hardship on those victimized. The gravamen of the instant case is the theft of Intellectual Property; the harm done to the various semiconductor industry trademark holders. Those companies suffer from the infringement of their intellectual property (IP), that is their trademarked products, in numerous ways, including:

- harm to good will,

- displaced sales, which equate to lost revenue,

- threats to public opinion and shareholder perception, which can negatively impact stock value,

- claims for warranty and service work when buyers who thought they were acquiring authentic product seek services from the legitimate OCM following the failure of counterfeit goods;

- having to spend significant resources on anti-counterfeiting efforts, including funds spent on the OCM's investigation and testing of counterfeit devices,

- having to spend funds when assisting and supporting CBP regarding the authenticity analysis of suspect counterfeit goods stopped at the U.S. ports of entry, and

- costs associated with assisting law enforcement in the investigation of IP crime.

The Government was copied on letters addressed to the Court from the Semiconductor Industry Association (SIA) and from Altera Corporation. SIA represents numerous leading semiconductor manufacturers. According to SIA, the damages caused by MVP's deliberate manufacture and sale of counterfeit semiconductors was wide-ranging and included: the loss of millions of dollars of revenue, which adversely impacts the semiconductors companies' ability to maintain or increase employment levels and invest in research and development; the semiconductor companies' reputations were damaged by the failure of counterfeit ICs bearing trademarked logos, because customers experiencing failures would incorrectly assume that the legitimate company had manufactured a low-quality product; and the semiconductor companies were forced to devote time,

money, and engineering resources to analyze suspected and failing counterfeit products, when contacted by customers, by CBP regarding port seizures, and to assist the government throughout its investigation. (See Attachment No. 40).

According to Altera, a semiconductor manufacturer, which employs over 2,600 people worldwide:

> "Counterfeiting harms Altera in several ways. The first and most obvious way is through the loss of sales of legitimate Altera products. With respect to the defendants, the CBP confiscated almost $89,000 worth of counterfeit Altera products. This is merely a part of the problem if we consider that CBP is able to discover and confiscate only a small percentage of these illegitimate devices. In addition to the lost $89,000 in sales for Altera, the counterfeit products also create a price erosion effect on Altera's legitimate sales. Typically, the counterfeiter will sell the products at a fraction of Altera's price in order to entice buyers to buy outside of Altera's official sales channels. This results in legitimate consumers pressuring Altera to lower its prices to compete with fake chips. Predictably, this price erosion costs Altera significant revenue. As a result, Altera has expended significant resources to combating counterfeiting, including working with CBP to identify illegitimate devices. (See Attachment No. 41).

B. Harm to the Semiconductor Industry and to the U.S. Economy

The U.S. semiconductor industry is, and for the past five years has been, America's leading export industry. As such, the industry is a vital gauge of the U.S. economy. Semiconductor innovations form the basis for the United States' $1.1 trillion technology industry, which affects a U.S. workforce of nearly 6 million people. In 2010, worldwide semiconductor sales were $298 billion, with the United States holding 48 percent of the worldwide market.[27] Counterfeiting of

[27]See website for the Semiconductor Industry Association, available at: http://www.sia-online.org/

integrated circuits negatively impacts semiconductor manufacturers, which in turn, negatively impacts the U.S. economy. As SIA notes in their letter, the semiconductor industry employs over 180,000 people in the United States. These companies invest billions of dollars each year into designing and manufacturing products to the highest quality and reliability standards. (See Attachment No. 40). Counterfeiting of integrated circuits completely undermines the legitimate manufacturing process at every level.

C. Harm to MVP Micro's Immediate and Downstream Buyers

The harm done here extends well beyond that done to the trademark holders. Harm to immediate and downstream buyers includes: reacquisition costs, production delays, costs for testing of devices, costs associated with quarantining counterfeit devices and ultimate hazardous disposal costs, costs to un-manufacture counterfeit devices incorporated onto computer boards, costs associated with computer board losses, and other potential liability.

D. Harm to the United States Military and to National Security

Of particular significance is the harm counterfeit ICs can cause to the United States Military. Integrated circuit failures or performance at less than optimal operation can cause catastrophic results. The counterfeits also carry with them the potential to seriously impair the Department of Defense supply chain,[28] delay missions, affect the integrity and reliability of weapons, imperil the

[28]During June 2007, the U.S. Department of the Navy, Naval Air Systems Command (NAVAIR) requested the Bureau of Industry and Security (BIS), U.S. Department of Commerce, to conduct a defense industrial base assessment of counterfeit electronics. NAVAIR suspected that an increasing number of counterfeit electronics were infiltrating the Department of Defense

safety of our service men and women, and pose a risk to our National Security. At a minimum, such devices impose needless and expensive repair when failures result. At the other end of the range of possible outcomes, consider that in a military field operation, there is no time to figure out a system failure to the level of circuitry. A repair in such a situation may be impossible, impractical or come too late.

As noted by the SIA:

> "...MVP Micro sold counterfeit military-grade semiconductors used in electronic systems for military and aerospace applications. These military-grade counterfeit components are particularly troubling since they jeopardize US military readiness and endanger the lives of military personnel flying fighter jets, relying on communications systems, and using critical equipment that requires reliable semiconductor products. (See Attachment No. 40).

E. Harm to Public Health and Safety

Integrated circuits have innumerable applications. The counterfeit ICs sold through MVP Micro and the related companies were distributed to virtually every industry sector and to other distributors of such devices. End recipients of such devices may be one or more sales downstream from MVP Micro and may be unaware of the fact that their products, systems, and inventories

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supply chain and affecting weapon system reliability, complicating the Navy's ability to sustain platforms with extended life cycles and maintain weapon systems in combat operations. The report was issued in January 2010. Among other findings, BIS concluded that all elements of the DOD supply chain have been directly impacted by counterfeit electronics. See, Defense Industrial Base Assessment: Counterfeit Electronics, U.S. Department of Commerce, Bureau of Industry and Security, Office of Technology Evaluation, June 2010, Washington, D.C., available at: http://www.bis.doc.gov/defenseindustrialbaseprograms/osies/defmarketresearchrpts/final_counterfeit_electronics_report.pdf.

contain counterfeits. Because problems that ultimately result may never be investigated back to the level of faulty, counterfeit circuitry, there is a tremendous cost and threat to the public health and safety from the crime perpetrated here. In addition, potential damages stemming from counterfeit ICs include costly repairs and unscheduled maintenance, property damage, personal injury, and death.

As noted by SIA in its letter to the Court:

> "Most significantly, counterfeit components cause electronic systems to have much higher than normal failure rates. The impact of counterfeit component failures can be devastating, even in the case of consumer electronic products. For example, battery chargers for electronic toys, cell phones, laptop computers, etc. use high-power semiconductors can cause battery chargers to overheat to the point of igniting fires. In addition, semiconductor components are commonly used in vehicle and train safety systems, aviation navigation systems, medical devices, first-responder communications systems, and other critical electronic systems where failures can result in people being injured or killed. In cases where vehicles, trains, or planes crash due to counterfeits, the electronic systems are often destroyed, and therefore it is not possible to conduct failure analysis to identify the specific counterfeit component." (See Attachment No. 40).

VII. PROCEDURAL BACKGROUND

On August 21, 2009, a duly empaneled federal grand jury for the District of Columbia, returned an eleven-count Indictment charging Defendant Mustafa Abdul Aljaff and others[29] with: Conspiracy, Aiding and Abetting in violation of Title 18, United States Code, Sections 371 and 2; Trafficking in Counterfeit Goods or Services, Aiding and Abetting in violation of Title 18, United

[29]Defendant Aljaff's sister, Marwah Felahy (formerly Aljaff) , and her husband, Neil Felahy were also charged.

States Code, Sections 2320 and 2; and Mail Fraud, Aiding and Abetting in violation of Title 18, United States Code, Sections 1341 and 2, in connection with sales to the United States Navy of integrated circuits bearing counterfeit markings. The Indictment was returned under seal. It was unsealed, by order of the Court, following the Defendant's arrest on October 8, 2009. Defendant Aljaff subsequently entered a plea agreement with the Government and agreed to cooperate. Approximately twelve weeks following his arrest, on January 13, 2010, he entered a guilty plea to Counts One and Six of the Indictment; Conspiracy, Aiding and Abetting and Trafficking in Counterfeit Goods, Aiding and Abetting. Sentencing was scheduled for January 12, 2012.

As a condition of the plea agreement, Defendant Aljaff agreed to cooperate, among other conditions, completely, candidly, and truthfully; to provide complete, truthful, and candid disclosure of information that he had; to answer completely, truthfully, and candidly all questions put to him by attorneys and law-enforcement officials; not to attempt to protect any person or entity through false information or omission, nor falsely to implicate any person or entity.[30]

The Government agreed that at the time of Defendant Aljaff's sentencing, it would advise the Court and the Probation Office of the full nature, extent, and value of the cooperation provided by Defendant Aljaff to the United States. In addition, the Government agreed that before sentencing, it would inform the Departure Committee of the United States Attorney's Office for the District of Columbia of the full nature, extent, and value of the cooperation provided by Defendant Aljaff to

[30]This paragraph is paraphrased from the language contained in the plea agreement, which is part of the docket in this case.

the United States. It was further agreed that if the Departure Committee determined that Defendant Aljaff provided "substantial assistance" in the investigation or prosecution of another person or entity that had committed any offense, then the U.S. Attorney's Office would file a motion pursuant to § 5K1.1 of the Sentencing Guidelines.

VII. STIPULATED FACTS

A. The Statement of Offense

According to the Statement of Offense agreed to by Defendant Aljaff and filed in this case,[31] Defendant Aljaff participated in the conspiracy. He acknowledged being the owner and operator of MVP Micro and the related companies and to being an authorised signatory on the associated bank accounts. He agreed that he and others utilized numerous business entities through which they operated their integrated circuit counterfeiting business (8), including MVP Micro, Inc., Labra Electronics, Inc. Becker Components, Inc., Red Hat Distributors, Inc., and Force-One Electronics, Inc. He also agreed that he used the address of 17332 Von Karman Avenue, Suites 110, 115, and 160 Irvine, California, for the importation, advertisement, sales, and distribution of integrated circuits bearing counterfeit marks and that he and others operated a number of websites advertising integrated circuits on the Internet, including www.mvpmicro.com, www.labrainc.com, www.rhdistributors.com.

Defendant Aljaff agreed that he conspired with Co-defendant Felahy and others to commit

[31]See, Statement of Offense, United States v. Mustafa Abdul Aljaff, Criminal Number 09-208-01 (EGS/APK).

offenses against the United States, that is Trafficking in Counterfeit Goods or Services and Mail Fraud and to defraud the United States and an agency thereof, that is the United States Navy, by selling the United States Navy, integrated circuits bearing counterfeit marks, which were in fact not what they were represented to be. The goal of the conspiracy was to enrich the businesses and the conspirators by importing, obtaining control of, selling distributing, and transporting in interstate and international commerce counterfeit integrated circuits, some of which were further falsely represented to be "military grade." He also acknowledged that counterfeit integrated circuits can result in product malfunctions or product failures and can cause serious bodily injury including electrical shock, electrocution and/or death and significant property damage.

Defendant Aljaff admitted importing counterfeit integrated circuits from China, specifically the 22 counterfeit import shipments alleged in the Indictment, to importing them into the U.S. through various ports of entry, and attempting to thwart CBP detection by using various company names for the importations. He agreed that he had acquired industrial machinery to aid in creating and applying counterfeit markings to integrated circuits. He also agreed that he and others harvested die from ICs and sent them to other entities for repackaging with false markings, including military grade markings. He maintained a sales staff to negotiate with buyers, answer questions, and fulfill orders for ICs in the U.S. and abroad. He agreed that he and others created false Certificates of Conformance. He admitted acquiring CAGE codes in order to do business with the Department of Defense. He agreed that he and others made the sale to the U.S. Navy reflected in count Six of the

Indictment, which involved a counterfeit integrated circuit, falsely marked as a Military-grade device and which was a critical application item.

B. Acceptance of Responsibility

Defendant Aljaff told the Presentence Report writer that he is sorry for the crimes he committed. Noting his prior addiction to drugs and alcohol, Defendant Aljaff explained that in the two years since his arrest, he has been rebuilding his life. In explaining his addictions and the impact of those addictions on his behavior, he candidly stated:

> "Before my arrest, nearly everything I did was motivated by my addiction to drugs and alcohol. I didn't steal to get high, but because I was high, I stole since I could. I became convinced that I was smarter than everyone else, and that my superior intelligence entitled me to anything I could get away with. The sheer complexity of the fraud I orchestrated was its own form of intoxication, and I believed that I would never get caught. I am grateful that I did." (See, Presentence Investigation Report, p. 18).

Expressing his remorse for the crimes he committed, Defendant Aljaff explained:

> "Even more than the economic consequences of my theft, I regret the danger in which I have placed people who used devices containing my counterfeit chips. I am grateful that no one was injured or worse. I was solely responsible for the lies and subterfuge that led to my arrest, and I fully accept the consequences of my actions. Although I cannot change what I did, I have treated every day since my indictment as a second chance, and I am determined not to squander it. I have grappled with and am recovering from my alcohol and substance abuse habits, and have not touched a drink or drug in over a year...." (Id.).

VIII. FULL NATURE, EXTENT, AND VALUE OF THE COOPERATION PROVIDED BY DEFENDANT ALJAFF

Overlapping the investigation of the instant case, the Government developed another case regarding VisionTech Components, Clearwater, Florida, another company distributing counterfeit integrated circuits. That case was under investigation at the time of Defendant Aljaff's arrest and culminated in the Indictment and September 14, 2010 arrests of Shannon L. Wren, Owner, and Stephanie A. McCloskey, Administrative Manager. Count Six of the Indictment against Defendant Aljaff, which was one of the two counts to which he pleaded guilty, related to a counterfeit, military-grade, critical application item integrated circuit which he had purchased from VisionTech Components. The fact that Defendant Aljaff was cooperating with the Government and would have been a witness in the case against Wren and McCloskey was instrumental in plea negotiations with McCloskey, who subsequently pleaded guilty and agreed to cooperate. In addition, Defendant Aljaff volunteered that he had purchased other counterfeit goods from VisionTech, a fact which the Government was not aware at that time. While the Government was preparing for the November 1, 2011 trial against Wren, he died of a drug overdose. Due to Wren's death, Defendant Aljaff did not have the opportunity to testify, but was willing and able to do so. The Government had intended to call him as a witness at that trial.

In this case, Defendant Aljaff was extensively debriefed for several hours and provided detailed information about the way in which he conducted business and information concerning the

secondary distribution market. He was extremely forthcoming and volunteered information without being asked. Much of this information was already known by the Government or could not be utilized. In addition, while this case was pending sentencing, Defendant Aljaff frequently contacted the agents and the Assistant U.S. Attorney to find out if there was anything further he could do to cooperate.

In accordance with the plea agreement, the undersigned Assistant U.S. Attorney presented this information to the U.S. Attorney's Offices's Departure Committee. The committee approved a request for a downward departure at the recommended amount of a 50 percent reduction of the U.S. Sentencing Guidelines range.

IX. GOVERNMENT'S MOTION FOR DOWNWARD DEPARTURE PURSUANT TO U.S.S.G. § 5K1.1

Because Defendant Aljaff pleaded guilty and agreed to cooperate the fact of his cooperation was useful to the Government in securing a guilty plea from Stephanie McCloskey as arising from the VisionTech Components case. Further, because he cooperated completely and candidly and was ready and willing to testify at the trial of the late Shannon Wren, the Government requests a 50 percent reduction in the possible guideline prison sentence of 46-57 months. That is, a reduction bringing the possible Guidelines range prison sentence to 23-28.5 months.

X. RESTITUTION

A. Restitution for the Trademark Holders/Semiconductor Companies

In the plea agreement, the parties agreed that restitution would be limited to an amount not to exceed $177,862.22. The direct victims of the offense of conviction, that is, the semiconductor companies whose trademarks were infringed, suffered a variety of damages for which the government submits, restitution is appropriate. The categories of costs are detailed as follows:

1. Counterfeit goods bearing the trademark holder's marks seized by CBP at the U.S. Ports of entry for which the government submits that the appropriate valuation method is the Manufacturer's Suggested Retail Price (MSRP),[32]
2. Costs incurred by the trademark holders to assist law enforcement in the investigation of the instant case, including participation on-site at VisionTech Components, in Clearwater, Florida, on the day of the search warrant execution; September 14, 2010. These costs include:

    (a) Travel expenses for the employee(s) to travel to and from Clearwater, Florida; airfare, hotel, meals, rental car, and ground transportation to and from the airports,

[32]The government is requesting that the MSRP of the devices seized at the border and determined to be counterfeit be included in the restitution order. These border-seizure analyzes occurred prior to the date of Indictment here, therefore the government is not requesting the court to order restitution as to the cost of those analyzes. The government notes, however, that the analyzes formed an integral part of the criminal case to prove knowledge, intent, and willfulness on the parts of Defendant Aljaff and Co-defendant Felahy in their trafficking in counterfeit integrated circuits. For example, despite repeated notification from CBP that the devices stopped at the borders were counterfeit, Aljaff and Felahy continued to purchase the devices from China and Hong Kong, sometimes from the same exporter who had sold them the goods determined to be counterfeit. These seizures also formed the basis for numerous overt acts alleged in the Indictment as part of the Conspiracy charge.

(b) Costs of authenticity analysis and testing[33] incurred by the trademark holder to assist law enforcement in the investigation of the case, in determining whether or not the inventory located at VisionTech Components contained counterfeit integrated circuits bearing the trademark holder's marks,

(c) The MSRP for the devices located in the VisionTech inventory that were confirmed by the trademark holder to be counterfeit, and

(d) Costs for authenticity analysis and testing incurred by the trademark holder to assist law enforcement in the investigation of the case in determining whether authenticity of goods purchased in undercover operations from VisionTech Components.

The Government requests that Defendant Aljaff be ordered to pay restitution to the following companies in the amounts indicated, below:[34]

The MSRP of counterfeit integrated circuits seized by CBP at the U.S. ports:

Altera Corp.	$88,509.00
Analog Devices, Inc.	$6,330.00
Intel Corporation	$4,474.00
Texas Instruments, Inc. (National Semiconductor Corporation has been acquired by TI)	$9,230.00
STMicroelectronics, Inc.	$110.00
Atmel Corporation	$7,628.00

[33]Testing would include the costs associated with visual examination, X-ray examination, Acetone resistance testing, and decapsulation.

[34]A chronological schedule of CBP border seizures is at Attachment No. 7.

Fujitsu	$3,625.00
Intersil Americas, Inc. (Intersil acquired Elantec)	$10,291.00
TDK USA Corporation	$2,478.00
VIA Technologies, Inc.	$13,847.50

MSRP of counterfeit goods purchased in the undercover buys:

Texas Instruments, Inc. (Includes National Semiconductor devices purchased)	$2,513.00
Analog Devices, Inc.	$1,139.00

MSRP of counterfeit goods located in the MVP Micro inventory on October 8, 2009:

ST Microelectronics	$4,125.00
Analog Devices, Inc.	$24,039.00
Texas Instruments, Corp.	$179.00

Travel expenses incurred to assist the Government in the criminal investigation:

ST Microelectronics[35]	$1,998.00[35]
Analog Devices, Inc.	$1,343.56[36]

[35]STMicroelectronics provided two employees to assist with product authenticity analysis at MVP on October 8, 2009.

[35]Supporting documentation is at Attachment No. 42.

[36]Supporting documentation is at Attachment No. 43.

Texas Instruments, Corp.	$1,073.51[37]

Total restitution to be ordered, per victim, all categories combined:

Altera Corp.	$88,509.00
Analog Devices, Inc.	$32,851.56
Intel Corporation	$4,474.00
Texas Instruments, Inc. (National Semiconductor Corporation has been acquired by TI)	$12,995.51
STMicroelectronics, Inc.	$6,233.00
Atmel Corporation	$7,628.00
Fujitsu	$3,625.00
Intersil Americas, Inc. (Intersil acquired Elantec)	$10,291.00
TDK USA Corporation	$2,478.00
VIA Technologies, Inc.	$13,847.50
Total - all categories	**$182,932.57**[38]

[37]Supporting documentation is at Attachment No. 44.

[38]Government counsel has advised Defense counsel that there is a discrepancy between the agreed upon maximum restitution figure per the plea agreement and the actual restitution figure here. The parties hope to reach agreement regarding restitution prior to the Sentencing Hearing.

XI. SENTENCING CALCULATION

A. Statutory Maximum

Defendant pleaded guilty to Conspiracy, Aiding and Abetting in violation of 18 U.S.C. § 371 and 2 and to Trafficking in Counterfeit Goods or Services, Aiding and Abetting, in violation of 18 U.S.C. § 2320 and 2. The maximum sentence for Conspiracy is 5 years imprisonment, a fine of $ $250,000 or a fine of twice the pecuniary gain or loss pursuant to 18 U.S.C. § 3571(d), a $100 special assessment, a 3-year term of supervised release, an order of restitution, and an obligation to pay any applicable interest or penalties on fines or restitution not timely made. The maximum sentence for Trafficking in Counterfeit Goods is 10 years imprisonment, a $2,000,000 fine, or a fine of twice the pecuniary gain or loss pursuant to 18 U.S.C. § 3571(d), a $100 special assessment, a 3-year term of supervised release, an order of restitution, an order of asset forfeiture, and an obligation to pay any applicable interest or penalties on fines or restitution not timely made.

B. Asset Forfeiture

Defendant Aljaff agreed to take any actions requested by the U.S. Attorney's Office or by Immigration and Customs Enforcement (CBP) to transfer to the United States the ownership of certain items seized by law enforcement officers on October 8, 2009, from the offices of MVP Micro, Inc., 17332 Von Karman Avenue, Suites 110, 115, and 160, Irvine, California, as detailed on Attachments A and B to the plea agreement, which includes all equipment, computer servers, and approximately 172 boxes of suspected counterfeit integrated circuits. Defendant Aljaff

consented to the administrative, civil or criminal forfeiture of these items and/or their abandonment to the United States. (See, Plea Agreement at pp. 4-5).

Undersigned Government counsel has been informed by CBP that the aforementioned property has been administratively forfeited by CBP. The Government has forwarded to counsel for Defendant Aljaff forms which are required by CBP to be signed to prevent a claim of ownership over the forfeited property after the fact. It is anticipated that such forms will be executed and provided to the Government prior to the Sentencing Hearing.

C. Sentencing Guideline Calculation

There are no issues raised by the parties as to the calculations prepared by the probation officer in this case.[39] The base offense level is 8 (See PSR ¶ 54). A loss amount of more than $120,000, but less than $200,000 (as the "readily provable loss amount") results in the addition of 10 levels (See PSR ¶ 55). A two-level increase applies because the offense involved the manufacture and importation of infringing items (See U.S.S.G. §2B5.3(b)(3)(A) (See PSR ¶ 56), a two-level increase applies because the offense involves the conscious or reckless risk of serious bodily injury (See U.S.S.G. § 2B5.3(b)(5)(A)) (See PSR ¶ 57), and a four-level increase applies,

[39]In the plea agreement the parties reserved the right to argue the application of the Aggravating Role increase, pursuant to U.S.S.G. § 3B1.1 or the Mitigating Role Decrease, pursuant to U.S.S.G. § 3B1.2 and the application or non-application of the enhancement for an offense involving the conscious or reckless risk of serious bodily injury, pursuant to U.S.S.G. § 2B5.3(b)(5)(A). (See, Plea Agreement at p. 3). Counsel for Defendant Aljaff has informed undersigned Government Counsel that Defendant does not intend to challenge the calculations prepared by the Presentence Report writer, which include both enhancements.

because Defendant was the organizer or leader and the criminal activity involved five or more participants or was otherwise extensive (See U.S.S.G. §3B1.1(a)) (See PSR ¶ 59). A two-level downward adjustment is made for acceptance of responsibility and an additional one-level downward adjustment is made for timely notification of intent to plead guilty (See, U.S.S.G. §3E1.1(a) and (b)) (See PSR ¶ ¶ 63,64). With these adjustments, the parties agree that the defendant's total offense level is 23. See PSR ¶ 65. The Presentence Investigation Report (PSR) correctly lists defendant's criminal history as Category I. See PSR ¶ 72. Therefore, the guideline range for defendant is 46 to 57 months, Zone D. See PSR ¶ 151.

D. Restitution

The plea agreement indicates that the maximum sentence that the court can impose includes an order of restitution. Restitution is mandatory for any offense against property under Title 18 offenses (See, 18 U.S.C. §3663A). However, 18 U.S.C. § 3663A does not apply to the extent that the court finds from facts on the record that determining complex issues of fact related to the cause or amount of the victims' losses would complicate or prolong the sentencing process to a degree that the need to provide restitution to any victim is outweighed by the burden on the sentencing process (18 U.S.C. § 3663A(c)(3)(B); U.S.S.G. §5E1.19b)(2)). In this case, the Government has been able to document actual losses to the various trademark holders/semiconductor manufacturers, in the amounts indicated above. Other victim losses as related to individual transactions at MVP Micro and the related companies, while presumed to be substantial, have not been documented and cannot readily be ascertained due to the tremendous

volume of transactions. Restitution in this case should be ordered in the amounts and to the victims as indicated above. The victims' addresses will be provided to the court prior to the Sentencing Hearing.

E. Prior Criminal History

Defendant has a criminal history score of zero points. Aside from traffic offenses, he has a 1999, California conviction for Sale or Transport of Controlled Substance and Sale or Transport of Marijuana, for which he was sentenced to 5 years of probation and 365 days in jail. (See PSR ¶¶ 67-71).[40]

XI. FACTORS TO BE CONSIDERED IN IMPOSING SENTENCE

In accordance with the factors enumerated in 18 U.S.C. § 3553(a), the Government submits the following information for the Court's consideration in determining the appropriate sentence in this case:

1. The Nature and Circumstances of the Offense

This case presents an on-going course of criminal conduct, which spanned approximately 2 years, involved 878 separate importations of counterfeit integrated circuits, and involved the manufacture of counterfeit devices by harvesting die and directing that they be repackaging with "accurate" counterfeit marks taken from legitimate devices, directing the demarking and

[40]As of the date of the Presentence Report, the Probation Officer was awaiting documentation from the U.S. Probation Office for the Central District of California. The Presentence Investigation Report notes that upon receipt of that documentation at least one criminal history point will apply (See PSR ¶ 67).

remarking of devices, acquiring machinery to perform harvesting of die, repackaging, and demarking and remarking in-house, as well as repeated instances of fraud and trickery by Defendant Aljaff and others, including false representations to customers and the issuance of fraudulent Certificates of Conformance. Due to the type of counterfeit goods sold, the industries to which sales were made, and the multitude of military, commercial and industrial applications into which these devices may be placed, Defendant Aljaff did his part to set a ticking time bomb of incalculable damage and harm to the U.S. Military, U.S. service men and women, the government, all of the industries to which MVP Micro and the related companies sold goods, and to consumers. He has effectively helped to release a poison into the veins of interstate and international commerce.

The crime was committed through a deliberate course of action whereby Defendant Aljaff and others, all of whom were his employees, misrepresented to MVP Micro and the related companies' buyers that integrated circuits they were selling were "new," knowing full well that the devices were salvaged and remarked, demarked and remarked or repackaged harvested die and also knowing full well about detailed and specific customer complaints that had been received about such sales. Through his actions, Defendant Aljaff has demonstrated callous disregard for the safety of others and for the economic and other harms that could result from the actions he took in the pursuit of making money.

2. The History and Characteristics of the Defendant

Defendant Aljaff is 32 years old (See, PRS, p. 3). He has a Bachelor of Science Degree and has pursued two semesters of graduate studies (See, PRS ¶ 123). At the time of the offense conduct, Defendant was using a variety of drugs including cocaine, heroin, LSD, and others, was consuming between 1/4 and ½ liter of alcohol per day, was taking prescriptive medication, and was "stacking" anabolic steroids, injecting himself twice daily, seven days a week. The Defendant also has a history of mental and emotional health issues and a gambling addiction, for all of which has sought treatment.

3. The Need for the Sentence Imposed to Reflect the Seriousness of the Offense, to Promote Respect for the law, and to Provide Just Punishment for the Offense

The sentencing of Defendant Aljaff involves the second such conviction ever involving distribution of counterfeit integrated circuits. This is a serious offense for which the Defendant deserves to be punished. In addition, it is vitally important that other microelectronic distributors know, from the sentence imposed by the Court in this case, that distribution of counterfeit integrated circuits is a heinous crime and that the penalty for such a crime includes imprisonment. The sentence imposed here must adequately deter others. If the sentence is too lenient it could send the message that this kind of criminal behavior is not dealt with seriously and it will be viewed as a mere cost of doing business. Given the vast profits to be made, a sentence that is too lenient will empower others to engage in similar behavior. Such a sentence will not promote respect for the law. A sentence of incarceration will provide just punishment

for the offense, because it takes into account the various harms done and the sophisticated and fraudulent nature of the offense.

4. The Need for the Sentence Imposed to Afford Adequate Deterrence to Criminal Conduct

A period of incarceration is appropriate in this case. Defendant Aljaff apparently continues to operate MVP Micro, from his residence. The Presentence Investigation Report does not detail the goods sold by that business (See, PRS ¶ 133). Imposition of a period of incarceration will specifically deter him from any future criminal conduct. In addition, other members of the public similarly situated in distribution businesses, may reconsider committing such criminal behavior when weighing the consequences that can occur, including arrest, prosecution, conviction, and incarceration.

5. The Need for the Sentence Imposed to Protect the Public from Further Crimes of the Defendant

It is presumed, but not well documented in the Presentence Investigation Report, that the Defendant is no longer employed in the microelectronics distribution field. If he has in fact ceased all such activity, he may be unlikely to resume it again. Based upon what is currently known about Defendant Aljaff, including his diagnoses and current medications, Government Counsel does not draw any conclusion regarding whether or not Defendant might be a danger to others.

6. The Need for the Sentence Imposed to Provide the Defendant with Needed Educational or Vocational Training, Medical Care or other Correctional Treatment in the Most Effective Manner

This criteria is relevant insofar as it will be important for Defendant to maintain addiction counseling for narcotics and alcohol. In addition, his prescriptive medications will need to be continued and monitored. Finally, he may benefit from other types of appropriate counseling.

XII. CONCLUSION

During the time period of the crimes here, Defendant Aljaff displayed a callous disregard for the multitude of harms unleashed by the sales of these counterfeit devices into the streams of interstate and international commerce, as well as sales to the U.S. Military. The scope of the harm done here and the ripple effect is immeasurable and cannot be undone. After all, it is impossible to retrieve the hundreds of thousands of counterfeit devices sold by MVP Micro and the related companies. Counterfeit devices can fail when incorporated into the manufacturing process, work initially but fail prematurely, result in short-circuit or open-circuit and disable the entire system in which they are placed, catch fire or cause an explosion, and can also function at less than optimal ability thereby causing inaccurate readings, which can lead to numerous potential harms. Although the Government can point to no specific instances at present, there is a very real possibility that these counterfeit devices have impaired the effectiveness of the systems into which they have been placed, caused needless repairs, property damage, bodily injury and even death.

Defendant is facing a maximum prison sentence of 46 - 57 months incarceration pursuant to the plea agreement in this case and the voluntary U.S. Sentencing Guidelines. The government requests that the court impose a sentence of in the range of 46 - 57 months incarceration less a 50 percent sentencing reduction for cooperation, that is 23 - 28.5 months incarceration. The government further requests that the Court order restitution to the trademark holder/victims, in the amounts previously indicated, order that the inventory of integrated circuits at MVP Micro be destroyed, and order other sentencing conditions as the Court deems appropriate.

Respectfully submitted,
RONALD C. MACHEN JR.
UNITED STATES ATTORNEY

/s/

By: SHERRI L. SCHORNSTEIN
D.C. Bar # 415219
Assistant U.S. Attorney
Fraud & Public Corruption Section
555 4th Street, N.W.
Washington, D.C. 20530
(202) 252-7883

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Government's Memorandum in Aid of Sentencing, was served on counsel for Defendant, Mark H. Tuohey III, Brown Rudnick LLP,601 Thirteenth St., NW, #600, Washington, DC 20005, this 14h day of December, 2011.

/s/

SHERRI L. SCHORNSTEIN
Assistant U.S. Attorney

Attachment No. 1

Front of 17332 Von Karman

Attachment No. 1-1

Back of 17332 Von Karman

Attachment No. 2

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U.S.A: 949-265-9060
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EDO/CENTURY FLT. SYS	H
IQD	J.W. MILLER
LICON	MICRON
MMC	NMC
NXP	PENN UNION
PIPER	SEMTEC
SPG	TDK-SEMIC

Attachment No. 3

LABRA ELECTRONICS

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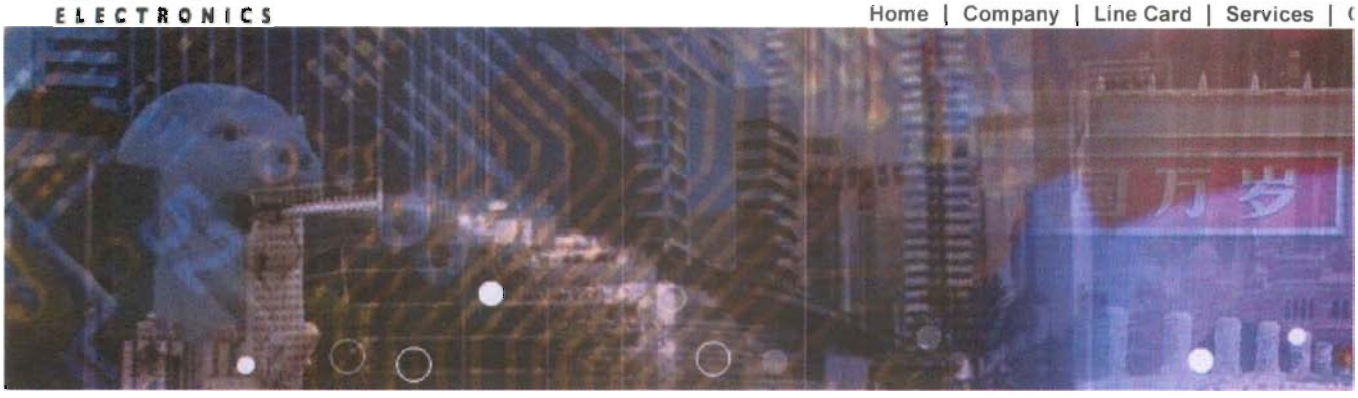

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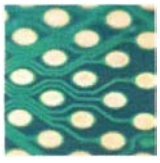
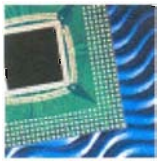
PART SEARCH

LABRA TECHNOLOGY MARKETING



Services and Solutions for OEMs, CMs and System Integrators

LABRA ELECTRONICS MARKETING



Electronic Components, Supply Chain Solutions, Consultative Engineering, Support, and Focused Product Specialization

LABRA LOGISTICS SOLUTIONS

An attractive alternative to Broadline franchised Distributors and general-purpose logistics service providers, tailored to your technology supply chain

LABRA VALUE-ADDED SERVICES

Programs we have developed to

ABOUT LABRA

Labra is an independent distributor and global leader in the delivery of innovative electronics component and logistic solutions. Our company operates a highly effective global sourcing network with offices in Asia, Europe, and the Americas, providing a broad range of integrated sourcing solutions to leading original equipment manufacturers (OEMs) and contract manufacturers (CMs) across a range of industries.

Labra's expertise in quality assurance, technology, and supply chain management, together with our leadership in the global deployment of Lean and Six Sigma, enables us to provide a competitive advantage to our customers by improving time-to-market, scalability, and efficiency.

COMMITMENT TO QUALITY

Labra, INC. is committed to ac
customer satisfaction by maint
quality processes and procedu
we are dedicated to the contin
of our quality management sys

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Attachment No. 4

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⊞ Services and Solutions for OEMs, CMs and System Integrators

RH DISTRIBUTORS ELECTRONICS MARKETING

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ABOUT RH DISTRIBUTORS

RH Distributors is an independent distributor and global leader in the delivery of innovative electronics component and logistic solutions. Our company operates a highly effective global sourcing network with offices in Asia, Europe, and the Americas, providing a broad range of integrated sourcing solutions to leading original equipment manufacturers (OEMs) and contract manufacturers (CMs) across a range of industries.

RH Distributors's expertise in quality assurance, technology, and supply chain management, together with our leadership in the global deployment of Lean and Six Sigma, enables us to provide a competitive advantage to our customers by improving time-to-market, scalability, and efficiency.

COMPANY NEWS

⊞ RH Distributors Adds X-Ray Inspection System To Ensure OEM Authenticity and Quality Of Electronic Components Products_new technology permits fast, accurate component inspection

⊞ RH Distributors Americas Launches Cutting Edge Web Site To Simplify Sourcing

⊞ RH Distributors Americas Celebrates Opening Of Worldwide Headquarters

⊞ RH Distributors Asia Celebrates Opening Of New Shenzhen Office

⊞ RH Distributors Worldwide Procures X-Ray Systems For Parts Verification

⊞ RH Distributors Worldwide First To Offer One-Year Parts Guarantee

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Attachment No. 5

Articles of Incorporation

Article 1. The name of the corporation is CosmicSemi Incorporated

Article 2. The purpose for which this corporation is organized is to transact any and all lawful business for which corporations may be organized under the laws of the State of California, and to have all powers that are afforded to corporations under the laws of the State of California.

Article 3. The duration of this corporation shall be perpetual.

Article 4. The total amount of initial capitalization of this corporation is $1000.00

Article 5. The total number of shares of common capital stock that this corporation is authorized to issue is 0

Article 6. This stock shall have no-par value.

Article 7. The initial registered agent of this corporation is Mustafa Aljaff. By his signature at the end of this document, this person acknowledges acceptance of the responsibilities as registered agent of this corporation.

Article 8. The initial address of the office of the registered agent of this corporation is 17332 Von Karman Avenue Suite 110, City of Irvine, in the County of Orange, State of California.

Article 9. The name, address, and age of the incorporator of this corporation are:

Mustafa Aljaff
17332 Von Karman Avenue Suite 110
Irvine CA 92614
Age: 29

Article 10. The number of directors of this corporation is 1

Article 11. The name and address of the initial director of this corporation is as follows:
Mustafa Aljaff, 17332 Von Karman Avenue Suite 110, Irvine CA, 92614

Article 12. This corporation shall have no preemptive rights for any stockholders.

Article 13. CosmicSemi will not issue stock so there will be no preferences or limitations on stock.

Attachment No. 5-1

Articles of Incorporation

Article 1. The name of the corporation is Tigersemi Incorporated

Article 2. The purpose for which this corporation is organized is to transact any and all lawful business for which corporations may be organized under the laws of the State of California, and to have all powers that are afforded to corporations under the laws of the State of California.

Article 3. The duration of this corporation shall be perpetual.

Article 4. The total amount of initial capitalization of this corporation is $1000.00

Article 5. The total number of shares of common capital stock that this corporation is authorized to issue is 0

Article 6. This stock shall have no-par value.

Article 7. The initial registered agent of this corporation is Mustafa Aljaff. By his signature at the end of this document, this person acknowledges acceptance of the responsibilities as registered agent of this corporation.

Article 8. The initial address of the office of the registered agent of this corporation is 17332 Von Karman Avenue Suite 110, City of Irvine, in the County of Orange, State of California.

Article 9. The name, address, and age of the incorporator of this corporation are:

Mustafa Aljaff
17332 Von Karman Avenue Suite 110
Irvine CA 92614
Age: 29

Article 10. The number of directors of this corporation is 1

Article 11. The name and address of the initial director of this corporation is as follows: Mustafa Aljaff, 17332 Von Karman Avenue Suite 110, Irvine CA, 92614

Article 12. This corporation shall have no preemptive rights for any stockholders.

Article 13. Tigersemi will not issue stock so there will be no preferences or limitations on stock.

Attachment No. 5-2

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LINDE CANADA INC

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RWG FRANKENDURA-INDUSTRIE FLUGWERKLAGER GMBH

SOGEV (STE GENERALE DU VIDE) SA DPT 'SOCOMECO'

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TIXIT (TECHNIQUE NOUV ASSEMBL CONSTRUCT)

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Fax:

Attachment No. 6

Illustration - I

Aljaff/Felahy Corporations

Date of Incorp.	Company Name	Principal Executive Office Principal Business Office	Officers	Type of Business	Amendment(s)
7/18/2002	Bebe Starr Consulting, Inc.	176 Sidney Bay Drive Newport Coast, CA 92657	Marwah Felahy, CEO, Secretary, and CFO	Consulting Services	
1/2/2004	Red Hat Distributors, Inc. aka: RH Distributors aka: Red Hot Distributors	27 Stone Pine Drive Newport Coast, CA 92657	Mustafa Aljaff, CEO, Secretary, and CFO	Consulting Services	11/3/05 Marwah Felahy - Secretary; Type of Business - Interior Design, Address - 10 Tideline Bluff Drive, Newport Coast, CA 92657
1/14/2005	Force-One Electronics, Inc.	176 Sidney Bay Drive Newport Coast, CA 92657	Marwah Felahy, CEO, Mustafa Aljaff, Secretary and CFO	Sales of electronic parts	11/8/05 Type of Business - Domestic Stock, Address - 10 Tideline Bluff Drive, Newport Coast, CA 92657
6/14/2006	MVP Micro, Inc.	3100 N. Bristol, Suite 450 Costa Mesa, CA 92626	Mustafa Aljaff, CEO, Secretary, and CFO	Electronics Consulting Service	Documented as of 4/26/07 - Neil Felahy, Operations Manager
7/7/2006	Labra, Inc.	3100 N. Bristol, Suite 450 Costa Mesa, CA 92626	Mustafa Aljaff, CEO, Secretary, and CFO	Electronics Consultant	5/24/07 Company Name - Labra Electronics, Inc. 7/29/08 Company Name - Becker Components, Inc.
9/2/2008	Pentagon Components, Inc.	176 Sydney Bay Drive Newport Coast, CA 92657	Marwah Felahy, CEO, Secretary, and CFO	Sale of electronic parts	4/27/09 Type of Business - Electronics Distribution

Attachment No. 7

1 - CBP incident number: 2007SZ008451601 FP&F# 2007319500074201 Seizure date: 09/26/2007
500 counterfeit "Fujitsu" integrated circuits
Sender: Shenzhen Winsun Industrial; #1 Bldg Shennan Road #1-184; Futian, Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614 Fed Ex Account # 335890169
Shipment value: $2,500.00 MSRP Seizure location: Anchorage, AK / FedEx

2 - CBP incident number: 2008SZ000686801 FP&F# 2008319500006701 Seizure date: 10/30/2007
1000 counterfeit Analog Devices, Inc. integrated circuits
Sender: Flytech (HK) Electron Ltd; A11J Duhui 100 Futian District; Shenzhen Guangdong, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614 Fed Ex Account # 339820341
Shipment value: $6,330.00.00 MSRP Seizure location: Anchorage, AK / FedEx

3 - CBP incident number: 2008SZ003702001 FP&F# 2008279100011101 Seizure date: 03/10/2008
375 counterfeit "Fujitsu" integrated circuits
Sender: Foxconn International Group Co, Ltd; Building 3, Tianmian Garden, Futian Dist, Room 402; Shenzhen, China 518026
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614
Shipment value: $1,125.00 MSRP Seizure location: LAX Airport / DHL

4 - CBP incident number: 2008SZ006405301 FP&F# 2008319500045901 Seizure date: 06/18/2008
814 counterfeit Atmel integrated circuits
Sender: Foxconn International Group Co, Ltd; Building 3, Tianmian Garden, Futian Dist, Room 402; Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614 Fed Ex Account # 340114744
Shipment value: $716.00 MSRP Seizure location: Anchorage, AK / FedEx

5 - CBP incident number: 2008SZ006974601 FP&F# 2008279510024901 Seizure date: 07/08/2008
60 counterfeit ST Microelectronics integrated circuits
Sender: Shenzhen Nouxinyuan Electronic Tech; Room 1608A Seg Plaza Shenan Road M Fu; Shenzhen, China 518031
Consignee: RED HOT DISTRIBUTORS; 17332 Von Karman Ave #110, Irvine, CA 92614
Shipment value: $ 110.00 MSRP Seizure location: Ontario, CA Airport / UPS

6 - CBP incident number: 2008SZ007111401 FP&F# 2008279210013301 Seizure date: 07/14/2008
96 counterfeit "Altera" integrated circuits
Sender: Renown Chip Co.; Leizhen Building 1806; Shenzhen, China 518000
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614
Shipment value: $10,608.00 MSRP Seizure location: Riverside, CA / DHL

7 - CBP incident number: 2008SZ007547901 FP&F# 2008279210014901 Seizure date: 07/30/2008
2,880 counterfeit "Atmel" integrated circuits
Sender: HK Viltz Electronics Co, Ltd.' 12 Futian Road; Shenzhen, China 518031
Consignee: MVP MICRO, INC; 17332 Von Karman Ave; Irvine, CA 92614
Shipment value: $4,320.00 MSRP Seizure location: Riverside, CA / DHL

8 - CBP incident number: 2008SZ007585601 FP&F# 2008279210015101 Seizure date: 07/31/2008
752 counterfeit Intel integrated circuits
Sender: Kingweiye Elec Co Ltd; Garden Fuhong Road #11C; Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614
Shipment value: $4,474.00 MSRP Seizure location: Riverside, CA / DHL

9 - CBP incident number: 2008SZ007606101 FP&F# 2008279100025401 Seizure date: 08/01/2008
100 counterfeit Elantec integrated circuits
Sender: HK Bright Electronics Co., Ltd.; 1F Zhenhua Road; Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614
Shipment value: $605.00 MSRP Seizure location: LAX Airport / DHL

10 - CBP incident number: 2008SZ007727001 FP&F# 2008279210015401 Seizure date: 08/06/2008
150 counterfeit "Altera" integrated circuits
Sender: H.G. Intl.; Duhui Road 100 Bldg. A, Futian District #241; Shenzhen, China 518031
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614
Shipment value: $31,500.00 MSRP **Military Grade Parts** Seizure location: Riverside, CA / DHL

11 - CBP incident number: 2008SZ007732201 FP&F# 2008279210015501 Seizure date: 08/06/2008
80 counterfeit "Altera" integrated circuits
Sender: IA Supermarket Trade Ltd.; Sun Asia Electronics, Zhonghang Road # N20538; Shenzhen, China 518031
Consignee: RH DISTRIBUTORS; 17332 Von Karman Ave #110; Irvine, CA 92614
Shipment value: $16,800.00 MSRP Seizure location: Riverside, CA / DHL

12 - CBP incident number: 2008SZ007793201 FP&F# 2008279100026401 Seizure date: 08/08/2008
600 counterfeit TDK integrated circuits
Sender: Bldg. 3 Tianmian Garden Futian District; Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #100; Irvine, CA 92614
Shipment value: $2,478.00 MSRP Seizure location: LAX Airport / DHL

13 - CBP incident number: 2008SZ008327501 FP&F# 2008279210016701 Seizure date: 08/29/2008
13 counterfeit Altera integrated circuits
Sender: Linda Xiao, 100 Futian Road; Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave; Irvine, CA 92614
Shipment value: $29,601.00 MSRP **Military application** Seizure location: Riverside, CA / DHL

14 - CBP incident number: 2008SZ008431301 FP&F# 2008279100028801 Seizure date: 09/03/2008
1,728 counterfeit Atmel integrated circuits
Sender: HK Viltz Electronics Co., Ltd; 11FL Guo Li Building Futian District; Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614
Shipment value: $2,592.00 MSRP Seizure location: LAX Airport / DHL

15 - CBP incident number: 2009SZ000544701 FP&F# 2009279210000601 Seizure date: 10/23/2008
300 counterfeit National Semi integrated circuits
Sender: One River International; 214-215 North Buji Produee; Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave #110; Irvine, CA 92614
Shipment value: $2,130.00 MSRP Seizure location: Riverside, CA / DHL

16 - CBP incident number: 2009SZ000545101 FP&F# 2009279210000701 Seizure date: 10/23/2008
1,000 counterfeit National Semi integrated circuits
Sender: Expert HK Tech Co.; 2403 Huaqiang Road; Shenzhen, China
Consignee: MVP MICRO, INC; 17332 Von Karman Ave; Irvine, CA 92614
Shipment value: $7,100.00 MSRP Seizure location: Riverside, CA / DHL

17 - CBP incident number: 2009SZ000953801 FP&F# 2009319500005601 Seizure date: 11/10/2008
1,000 counterfeit Intell integrated circuits
Sender: Jarcy Her Tronics, LTD; Chendian Ele City N2 Rd. 56, Chaonan Shantou, China
Consignee: MVP MICRO, INC., 17332 Von Karman, Suite 110, Irvine, CA 92614 Fed Ex Account # 268874976
Shipment value: $6,900.00 MSRP Seizure location: Anchorage, AK / FedEx

18- CBP incident number: 2009SZ001885801 FP&F# 2009319500013001 Seizure date: 12/18/2008
500 counterfeit VIA integrated circuits
Sender: AYE Technology Co. Ltd.; Rm 98 Bldg Huaqiang Square, Shenzhen, China
Consignee: RED HAT DISTRIBUTORS; 17332 Von Karman, #110, Irvine, CA 92614 Fed Ex Account # 340715020
Shipment value: $4,250.00 MSRP Seizure location: Anchorage, AK / FedEx

19- CBP incident number: 2009SZ001904801 FP&F# 2009319500013301 Seizure date: 12/19/2008
500 counrefeit VIA integrated circuits
Sender: YHX Technology (HK) Development Co., Tower B Duhui Bldg, Suite 28D, Shenzhen, China
Consignee: MVP MICRO, 17332 Von Karman, Suite 110, Irvine, CA 92614 Fed Ex Account # 417716980
Shipment value: $4,250.00 MSRP Seizure location: Anchorage, AK / FedEx

20- CBP incident number: 2009SZ001914801 FP&F# 2009319500013701 Seizure date: 12/19/2008
210 counterfeit VIA integrated circuits
Sender: HK Potential Elec Co. Ltd., 30A Jing Hai Garden, Shenzhen, China
Consignee: RH DISTRIBUTORS, 17332 Von Karman, Suite 110, Irvine, CA 92614 Fed Ex Account # 325126124
Shipment value: $1785.00 MSRP Seizure location: Anchorage, AK / FedEx

21- CBP incident number: 2009SZ002121401 FP&F# 2009319500016301 Seizure date: 01/02/2009
315 counterfeit VIA Integrated
Sender: Top Sky Technology Intl. CO.; Rm 219 Sheung Shui Trade Plaza; Sheung Shui NT, Hong Kong, China
Consignee: RH DISTRIBUTORS, 17332 Von Karman, Suite 110, Irvine, CA 92614 Fed Ex Account # 268346473
Shipment value: $ 2,677.50 MSRP Seizure location: Anchorage, AK / FedEx

22- CBP incident number: 2009SZ004778001 FP&F# 2009319500030001 Seizure date: 03/25/2009
100 counterfeit VIA Integrated
Sender: HK Potential Ele Co LTD; 30A Jing Hai Garden Fu Hua Road; Shenzhen, China
Consignee: RH DISTRIBUTORS; 17332 Von Karman Ave, Suite 110; Irvine, CA 92614 Fed Ex Account # 325126124
Shipment value: $885.00 MSRP Seizure location: Anchorage, AK / FedEx

23- CBP incident number: 2009SZ005912301 FP&F# 2009279510012701 Seizure date: 04/30/2009
306 counterfeit INTERSIL integrated circuits
Sender: Chong Kin (HK) Enterprise Co, 23B Duhui 100A Zhong Hang Rd Fut, Shenzhen, CHINA
Consignee: E ELECTRONICS; 17191 Armstrong Ave, Irvine, CA 92614
Shipment value: $2968.00 MSRP Seizure location: Ontario, CA Airport / UPS

MSRP Totals $ 146,704.50

Attachment No. 8

17332 Von Karman Ave(back of building); Suite 160 roll-up door open

Attachment No. 8-1

Integrated circuits found near 17332 Von Karman Ave, Suite 160, some of which have been de-capped

Attachment No. 9

*Please refer to Attachments 25 and 26

Attachment No. 10

Subject: Quote for Remarking
From: "Bryon Barker" <bryon@mvpmicro.com>
Date: Tue, 11 Sep 2007 13:34:35 -0700
To: <michaelm@hgminc.com>
CC: "Mustafa Aljaff" <mustafa@mvpmicro.com>

Hello Michael,

I need a quote on some parts to be remarked.

Parts that are going to be remarked PN: SCC26C94C1N will be remarked to show PN: SC26C94A1N

I've attached a picture to show the format of how I want the parts to be remarked.

All I want to change in this remark is the part number only!

Everything else will remain the same: the LC, DC, and Philips logo remain the same.

Please if you have any questions don't hesitate to call. Please quote for 195 pieces.

I would also like to send these to you priority overnight, and see if you can turn them around same day if at all possible. Upon receiving a quote I'll send over a PO via Email and a hard copy as well with the shipment.

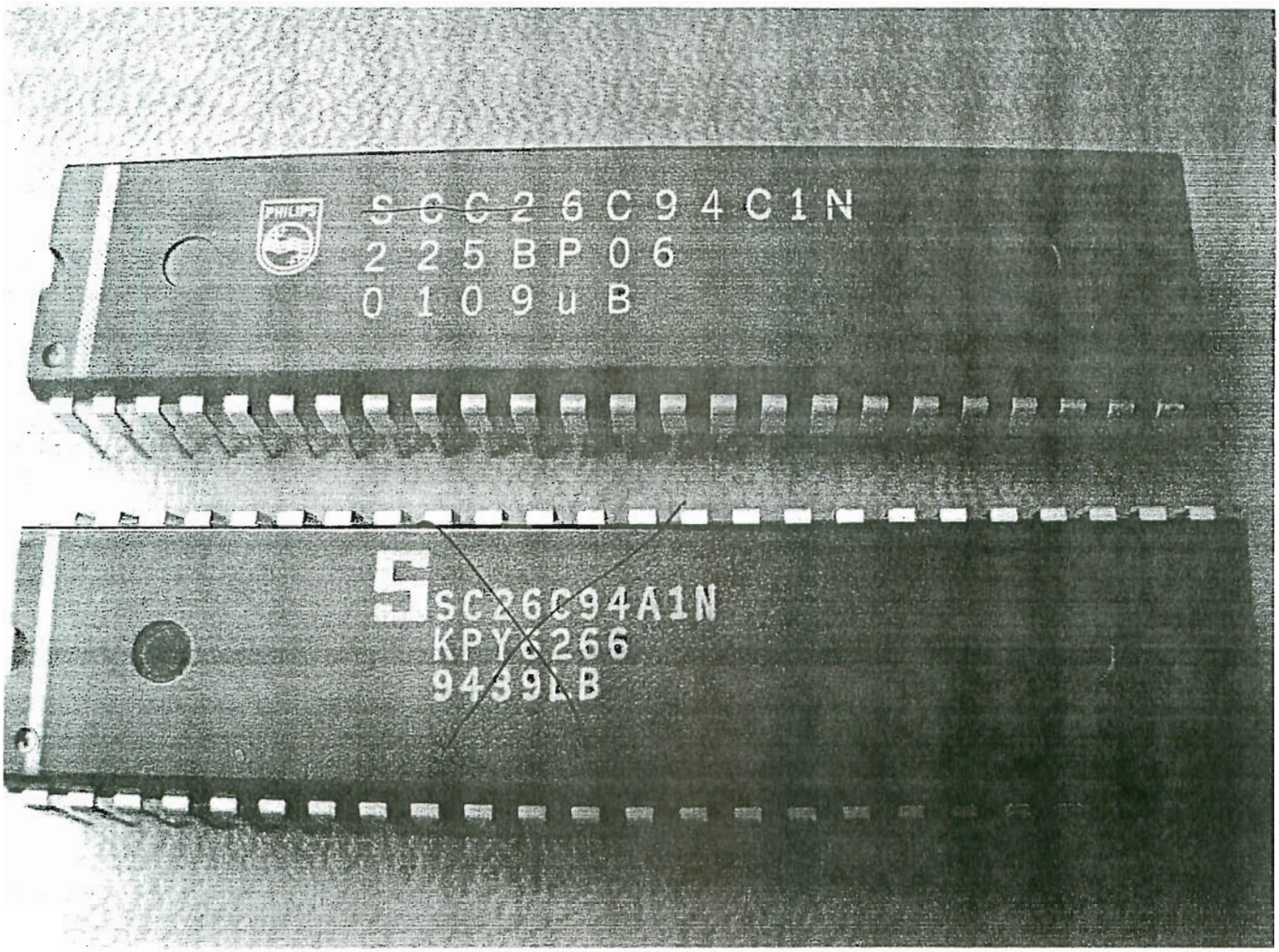
Best regards,
Quality Control Manager / Shipping Manager
Bryon Barker

MVP MICRO ISO 9001:2000 COMPLIANT

T: (949) 265-9076
F: (949) 265-9099
MVP Micro
17332 Von Karman Ave.
Suite 110
Irvine, CA 92614

Email: bryon@mvpmicro.com

Attachment No. 10-1


SCC26C94C1N
225BP06
0109uB
SSC26C94A1N
KPY9266
9439LB

Attachment No. 10-2

HGM, INC.
2122 Ronald Street
Santa Clara, CA 95050-2820
(408) 748-9660 Fax (408) 748-0339
www.hgminc.com

INVOICE

DATE	INVOICE #
9/12/2007	61386

BILL TO:

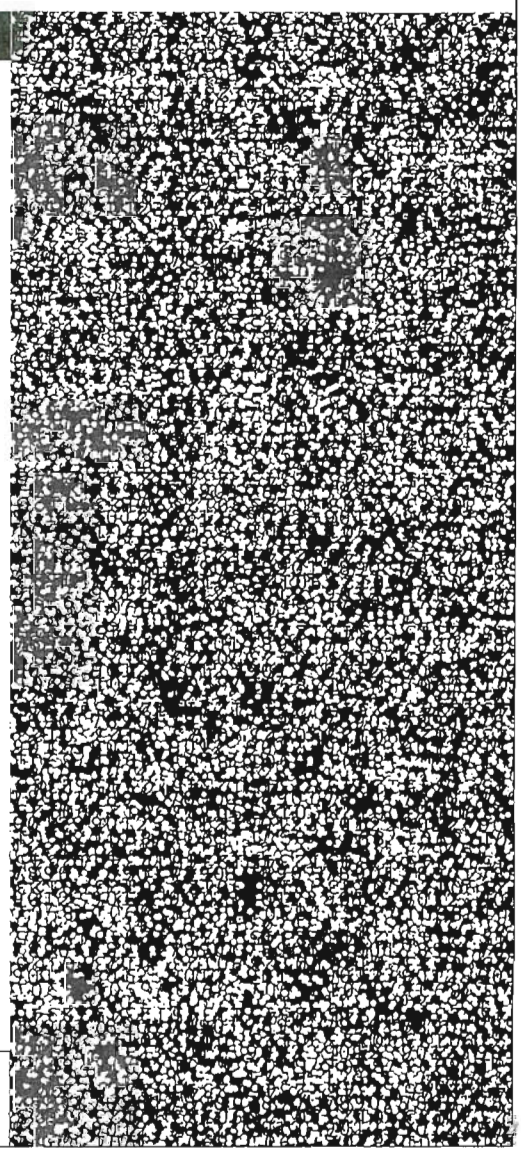
MVP Micro, Inc.
17332 Von Karman Ave.
Ste 100
Irvine, CA 92614

SHIP TO:

MVP Micro, Inc.
17332 Von Karman Ave.
Ste 100
Irvine, CA 92614

P.O. NUMBER	SA#	REP	SHIP	VIA	F.O.B.	TERMS
Brvon010		KR	9/12/2007	UPS-Red	Origin	Net 30

QUANTITY	DESCRIPTION
195	SCC26C94C1N for demark/mark to SC26C94A1N
1	Marking setup



A 1 1/2% Service Charge will be Assessed on all past due accounts.

Attachment No. 10-3

HGM Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820
408-748-9660
Fax 408-748-0339

PROCESS TRAVELER

RECEIVING (QSP500-22)

TRAVELER # 0709092 # of Boxes 1
CUSTOMER MVP MICRO Date In 9-12-07
CUSTOMER LOT # P/# SCC24C94CIN Customer Quantity 195

INCOMING (QSP500-05)

Keep lot SEALED YES ☐
Count Verification 195 Insp by [signature]
Pin #1 Information ☑ Complete Instructions ☑

Quantity / Sample Size
☐ 0-125 100% ☐ 501-2000 150 pcs
☑ 126-500 100 pcs ☐ 2001+ 200 pcs

Comments

PROCESSES TO BE PERFORMED

☐	DeMark	(QSF001-49)	☐	Scan / Recondition (QSF001-35)
☐	Ink Mark	(QSF001-49)	☐	Bake / Drypack / Label (QSF001-35)
☐	Ink Mark on Gold	(QSF001-16 / 49)	☐	Tape and Reel (QSP500-58)
☐	Laser Mark	(QSF001-48)	☐	DeTape (QSF001-50)
☐	2015 Mark Perm	(QSF001-25)	☐	Other

OUTGOING QC INSPECTION (QSP500-13)

☑ Verify Mark Information
☑ Verify Pin #1 Orientation
N/A Verify Pin #1 Orientated toward the tray notch (If customer required / tray product only)
☑ Verify DeMark / Mark Quality
☑ Visual for Bent Leads (N/A if scanned at HGM)
☑ Accuracy of HGM / Customer paperwork
N/A HGM Labels Verified (verified again ____ ____)

Outgoing Count

Date ____ Partial Shipment ____
Good Parts Not Processed ____
Total Rejects ____
Total Good Parts Processed 195
Total Outgoing Count ____

HGM certifies that this lot has been processed in accordance with HGM and Customer specifications and has passed all inspection criteria.

[signature] QC10 9-12-07
Quality Assurance Inspector Date

Attachment No. 10-4

H.G.M. Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820 408-748-9660 408-748-0339 Fax

DEMARK / MARK TRAVELER

LOT #P/#SCC26C94CN CUSTOMER MVP MICRO

DEMARK

Date Processed 9-12-07

Method of DeMark
☒ Abrasive ☐ Chemical ☐ Blacktop ☐ Electrical Eraser ☐ Laser ☐ Other

If Parts are Sealed: Record Date & Time Opened _____

Top DeMark Quality Visualed By JF Bottom DeMark Quality Visualed By ____

100% Pin #1 By JF Finished Count: Good 195 Rejects 0 Verified By JF

If Parts are Resealed: Record Date & Time Sealed _____

MARK

Date Processed 09-12-07 Machine # 530

If Parts are Sealed: Record Date & Time Opened _____

TOP MARK		BOTTOM MARK	
Mark Op Verify Top Mark	[illegible]	Mark Op Verify Bottom Mark	
Mark Op Verify Top Pin #1	[illegible]	Mark Op Verify Bottom Pin #1	
2nd Person Verify Top Mark	[illegible]	2nd Person Verify Bottom Mark	
2nd Person Verify Top Pin #1	JOHN	2nd Person Verify Bottom Pin #1	

Ink Type ☐ 4466 white ☐ 4488 black ☐ 4488 white
☐ 4407 black ☒ 21-001 white ☐ 4461 black ☐ _____

Preflame Yes ☐ No ☒

UV Cure ☒ Heat Cure ☐ Temp _____ Time _____ Oven # _____

Perform Mark Perm Test on a 5 piece sample Acetone Test [illegible] Tape Test ☐

Mark Quality Visualed By [illegible]

Finished Count: Good 195 Rejects 0 Verified By [illegible]

If Parts are Resealed: Record Date & Time Sealed _____

Attachment No. 10-5

Quad universal asynchronous receiver/transmitter (QUART) SC26C94

DESCRIPTION

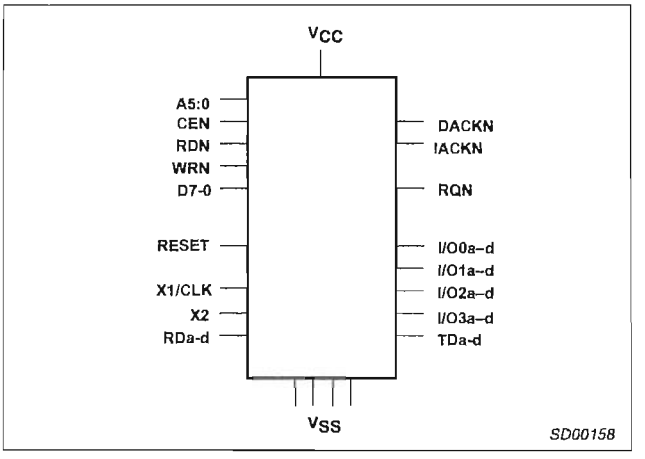
The 26C94 quad universal asynchronous receiver/transmitter (QUART) combines four enhanced Philips Semiconductors industry-standard UARTs with an innovative interrupt scheme that can vastly minimize host processor overhead. It is implemented using Philips Semiconductors' high-speed CMOS process that combines small die size and cost with low power consumption.

The operating speed of each receiver and transmitter can be selected independently at one of eighteen fixed baud rates, a 16X clock derived from a programmable counter/timer, or an external 1X or 16X clock. The baud rate generator and counter/timer can operate directly from a crystal or from external clock inputs. The ability to independently program the operating speed of the receiver and transmitter make the QUART particularly attractive for dual-speed channel applications such as clustered terminal systems.

Each receiver is buffered with eight character FIFOs (first-in-first-out memories) and one shift register to minimize the potential for receiver overrun and to reduce interrupt overhead in interrupt driven systems. In addition, a handshaking capability is provided to disable a remote UART transmitter when the receiver buffer is full. (RTS control)

The 2694 provides a power-down mode in which the oscillator is stopped and the register contents are stored. This results in reduced power consumption on the order of several magnitudes. The QUART is fully TTL compatible and operates from a single +5V power supply.

PIN CONFIGURATIONS



FEATURES

- New low overhead interrupt control
- Four Philips Semiconductors industry-standard UARTs
- Eight byte receive FIFO and eight byte transmit FIFO for each UART
- Programmable data format:
  - 5 to 8 data bits plus parity
  - Odd, even, no parity or force parity
  - 1, 1.5 or 2 stop bits programmable in 1/16-bit increments
- Baud rate for the receiver and transmitter selectable from:
  - 23 fixed rates: 50 to 230.4K baud Non-standard rates to 1.0M baud
  - User-defined rates from the programmable counter/timer associated with each of two blocks
  - External 1x or 16x clock
- Parity, framing, and overrun error detection
- False start bit detection
- Line break detection and generation
- Programmable channel mode
  - Normal (full-duplex), automatic echo, local loop back, remote loopback
- Programmable interrupt priorities
- Identification of highest priority interrupt
- Global interrupt register set provides data from interrupting channel
- Vectored interrupts with programmable vector format
- IACKN and DTACKN signals
- Built-in baud rate generator with choice of 18 rates
- Four I/O pins per UART for modem controls, clocks, etc.
- Power down mode
- High-speed CMOS technology
- 52-pin PLCC and 48-pin DIP
- Commercial and industrial temperature ranges available
- On-chip crystal oscillator
- TTL compatible
- Single +5V power supply with low power mode
- Two multifunction programmable 16-bit counter/timers
- 1MHz 16x mode operation
- 30ns data bus release time
- "Watch Dog" timer for each receiver

ORDERING INFORMATION

PACKAGES	COMMERCIAL V_{CC} = +5V ±10%, T_A = 0°C to +70°C	INDUSTRIAL V_{CC} = +5V ±10%, T_A = –40°C to +85°C	DWG #
48-Pin Plastic Dual In-Line Package (DIP)	SC26C94C1N	SC26C94A1N	SOT240-1
52-Pin Plastic Leaded Chip Carrier (PLCC) Package	SC26C94C1A	SC26C94A1A	SOT238-3

Original Remarked

Attachment No. 11

HGM Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820
408-748-9660
Fax 408-748-0339

PROCESS TRAVELER

RECEIVING (QSP500-22)

TRAVELER # 0802197 A # of Boxes 1

CUSTOMER MVP Micro Date In 2-20-08

CUSTOMER LOT # P/# QL12X16B-1 CG84M Customer Quantity 75

INCOMING (QSP500-05)

Keep lot SEALED YES ☐

Count Verification 75 Insp by [illegible]

Pin #1 Information ☑ Complete Instructions ☑

Quantity / Sample Size	
☑ 0-125 100%	☐ 501-2000 150 pcs
☐ 126-500 100 pcs	☐ 2001+ 200 pcs

Comments _____

PROCESSES TO BE PERFORMED

☑	DeMark	(QSF001-49)	☐ Scan / Recondition (QSF001-35)
☐	Ink Mark	(QSF001-49)	☐ Bake / Drypack / Label (QSF001-35)
☑	Ink Mark on Gold	(QSF001-16 / 49)	☐ Tape and Reel (QSP500-58)
☐	Laser Mark	(QSF001-48)	☐ DeTape (QSF001-50)
☐	2015 Mark Perm	(QSF001-25)	☐ Other _____

OUTGOING QC INSPECTION (QSP500-13)

- ☑ Verify Mark Information
- ☑ Verify Pin #1 Orientation
- ☐ Verify Pin #1 Orientated toward the tray notch (If customer required / tray product only)
- ☑ Verify DeMark / Mark Quality
- ☑ Visual for Bent Leads (N/A if scanned at HGM)
- ☐ Accuracy of HGM / Customer paperwork
- ☑ HGM Labels Verified (verified again _____ _____)

Outgoing Count

Date _____ Partial Shipment _____

Good Parts Not Processed _____

Total Rejects _____

Total Good Parts Processed 75

Total Outgoing Count _____

HGM certifies that this lot has been processed in accordance with HGM and Customer specifications and has passed all inspection criteria.

[illegible] QC1 2-22-08

Quality Assurance Inspector Date

Attachment No. 11-1

H.G.M. Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820 408-748-9660 408-748-0339 Fax

DEMARK / MARK TRAVELER

LOT # P/#QLRX60-1C844 **CUSTOMER** MVP MICRO

DEMARK

Date Processed 2/21/08

Method of DeMark
☐ Abrasive ☒ Chemical ☐ Blacktop ☐ Electrical Eraser ☐ Laser ☐ Other
no marking

If Parts are Sealed: **Record Date & Time Opened** ____________

Top DeMark Quality Visualed By [EN] **Bottom DeMark Quality Visualed By** [ ]

100% Pin #1 By [EN] **Finished Count: Good** 75 **Rejects** 0 **Verified By** [EN]

If Parts are Resealed: **Record Date & Time Sealed** ____________

MARK

Date Processed 2/21/08 **Machine #** 500-1

If Parts are Sealed: **Record Date & Time Opened** ____________

TOP MARK		**BOTTOM MARK**	
Mark Op Verify Top Mark	EN	Mark Op Verify Bottom Mark	
Mark Op Verify Top Pin #1	EN	Mark Op Verify Bottom Pin #1	
2nd Person Verify Top Mark	AV	2nd Person Verify Bottom Mark	
2nd Person Verify Top Pin #1	AV	2nd Person Verify Bottom Pin #1	

Ink Type ☐ 4466 white ☒ 4488 black ☐ 4488 white
☐ 4407 black ☐ 21-001 white ☐ 4461 black ☐ ________

Preflame Yes ☐ No ☒

UV Cure ☐ **Heat Cure** ☒ **Temp** 150°C **Time** 90 mins **Oven #** DES-1

Perform Mark Perm Test on a 5 piece sample **Acetone Test** [EN] **Tape Test** [ ]

Mark Quality Visualed By [EN]

Finished Count: Good 75 **Rejects** 0 **Verified By** [EN]

If Parts are Resealed: **Record Date & Time Sealed** ____________

Attachment No. 11-2

FROM: MVP MICRO. PH: 949-265-9076
FAX: 949-265-9099

MVP MICRO. 17332 Von Karman Ave., Suite 110 Irvine, CA 92614

"DO NOT CHARGE INSURANCE . CERTIFICATE OF INSURANCE AVAILABLE UPON REQUEST"

==========

PURCHASE ORDER NO.: bryon-034

==========

VENDOR: HGM
ATTN: Michael

FROM : Bryon

BILL TO: MVP MICRO.
17332 Von Karman Ave Suite 110
Irvine, CA 92614
USA

SHIP TO: MVP MICRO.
17332 Von Karman Ave Suite 160
Irvine, CA 92614
USA

|P.O. DATE |IN HOUSE DATE| TERMS | FOB | SHIP VIA

| 2-19-08| | | | UPS RED 168VE6

DESCRIPTION PART NUMBER	INTERNAL	QTY	MFG	D/C	PRICE	EXTENDED AMT
QL12X16B-1CG84M		75			?	?

REMARK TO LOOK LIKE THE PICTURE ON THE DATA SHEET

TOTAL USD = $

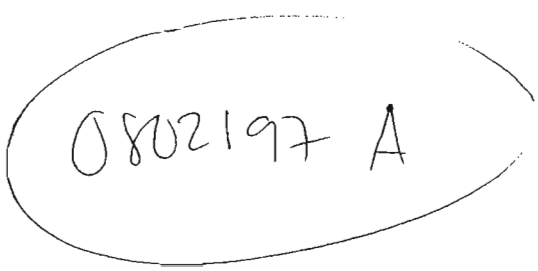
==========

DO NOT INSURE

==========

WE DO NOT PAY FREIGHT CHARGES ON INVOICES, NO PARTIAL SHIPMENT ALLOWED. WITHOUT WRITTEN AUTHORIZATION. SHIPMENT MUST MEET THE IN HOUSE DATE.

NO PULLS, NO BENT LEADS,NO TARNISHED LEADS, NO TRIM NOR PREPPED LEADS, NO TEST MARKS.
'ONE TIME PROGRAMMABLE' PARTS MUST BE NEW, NEVER PROGRAMMED.



Attachment No. 11-3

HGM Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820
408-748-9660
Fax 408-748-0339

GOLD PRODUCT
Preclean, Mark, Cure Traveler

CUSTOMER MVP MICRO **LOT#** P/# QL12X16B-1C484M

DATE: 2/24/08

PRECLEAN

☒ Not required; parts were chemically demarked within previous 30 minutes.

Processed by Initials [illegible] **Method:** ☒ 210 Chemical ☐ 535 Chemical

BATCH 1	BATCH 2	BATCH 3
Time IN: 18:00	Time IN:	Time IN:
Time OUT: 18:20	Time OUT:	Time OUT:

"Parts must be marked within 30 minutes of preclean."

MARK

Machine # SMD-1

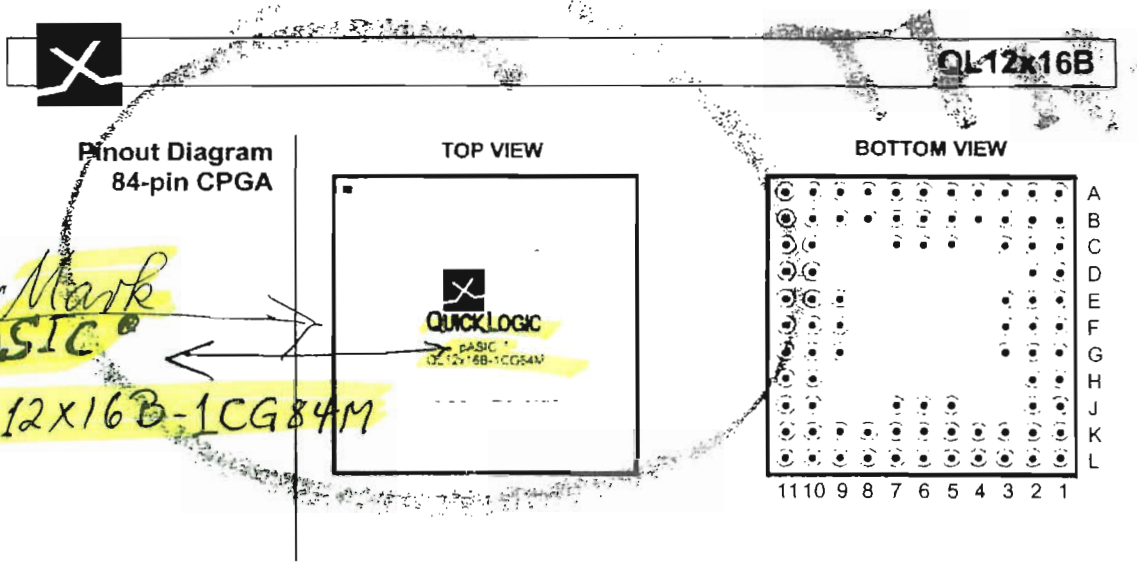
BATCH 1	BATCH 2	BATCH 3
Time IN: 18:40	Time IN:	Time IN:
Time OUT: 19:00	Time OUT:	Time OUT:

OVEN CURE

90 Minutes @ 150°C **Oven #** DES-1

BATCH 1	BATCH 2	BATCH 3
Time IN: 19:05	Time IN:	Time IN:
Time OUT: 20:35	Time OUT:	Time OUT:

Attachment No. 11-4



Mark
Line 1: PASIC®
2: QL12x16B-1CG84M

CPGA 84 Function/Connector Pin Table

PIN	FUNC	PIN	FUNC	PIN	FUNC	PIN	FUNC
B10	IO	B2	IO	K2	IO	K10	IO
B9	IO	C2	IO	K3	IO	J10	IO
A10	IO	B1	IO	L2	IO	K11	IO
A9	IO	C1	IO	L3	IO	J11	IO
B8	IO	D2	IO	K4	IO	H10	IO
A8	IO	D1	IO	L4	IO	H11	IO
A7	IO	E1	IO	L5	IO	G11	IO
C7	GND	E3	GND	J5	GND	G9	GND
A6	IO	E2	IO	L6	IO	G10	IO
B7	I/(SCLK)	F1	IO	K5	I/(SI)	F11	IO
C6	I/CLK/(SM)	F2	IO	J6	I/CLK	F10	IO
B6	I(P)	F3	IO	K6	I	F9	IO
B5	I	G1	IO	K7	I/(SO)	E11	IO
C5	VCC	G3	VCC	J7	VCC	E9	VCC
A5	IO	G2	IO	L7	IO	E10	IO
A4	IO	H1	IO	L8	IO	D11	IO
B4	IO	H2	IO	K8	IO	D10	IO
A3	IO	J1	IO	L9	IO	C11	IO
A2	IO	K1	IO	L10	IO	B11	IO
B3	IO	J2	IO	K9	IO	C10	IO
A1	IO	L1	IO	L11	IO	A11	IO

Attachment No. 11-5

Military 5.0V pASIC 1 Family

Military 5.0V pASIC 1 Family - Very-High-Speed CMOS FPGA

DEVICE HIGHLIGHTS

Very High Speed

- ViaLink" metal-to-metal programmable technology, allows counter speeds over 150 MHz and logic cell delays of under 2 ns at 5V, and over 80 MHz at 3.3V operation.

High Usable Density

- Up to a 24-by-32 array of 768 logic cells provides 22,000 usable PLD gates in 208-pin PQFP and 208-pin CQFP packages.

PCI-Output Drive

- Fully PCI 2.1 compliant input/output capability. (including drive current)

FEATURES

- Total of 180 I/O pins
  - -172 Bidirectional Input/Output pins
  - -6 Dedicated Input/High-Drive pins
  - -2 Clock/Dedicated input pins with fanout-independent, low-skew clock networks
  - -PCI 2.1 Compliant I/Os
- Input + logic cell + output delays under 6 ns
- Chip-to-chip operating frequencies up to 110 MHz
- Internal state machine frequencies up to 150 MHz
- Clock skew < 0.5 ns
- Input hysteresis provides high noise immunity
- Built-in scan path permits 100% factory testing of logic and I/O cells and functional testing with Automatic Test Vector Generation (ATVG) software after programming
- 208 pin PQFP pin for pin compatible with the 208 CQFP
- 0.65µ CMOS process with ViaLink programming technology

Device	ASIC Gates	PLD Gates	Package	Max I/O	Qualification Level	SMD 5962-
QL8x12B	1,000	2,000	68CPGA	64	M	
QL12x16B	2,000	4,000	84CPGA	76	M, /883	96836
QL16x24B	4,000	7,000	144CPGA	122	M, /883	95599
			160 CQFP	122	M, /883	95599
QL24x32B	8,000	14,000	208CQFP	180	M, /883	96837
			208PQFP	180	M	

M = Military Temperature (-55 to +125 degrees C)
/883 = MIL-STD-883 qualified

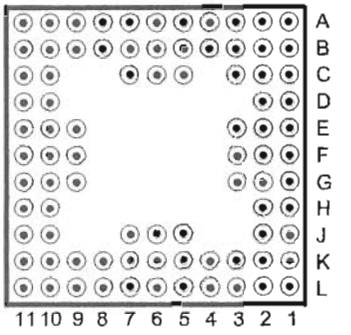
TABLE 1: Selector Table

QUICKLOGIC

PINOUT DIAGRAM 84-PIN CPGA

TOP VIEW

BOTTOM VIEW



PIN	FUNC	PIN	FUNC	PIN	FUNC	PIN	FUNC
B10	IO	B2	IO	K2	IO	K10	IO
B9	IO	C2	IO	K3	IO	J10	IO
A10	IO	B1	IO	L2	IO	K11	IO
A9	IO	C1	IO	L3	IO	J11	IO
B8	IO	D2	IO	K4	IO	H10	IO
A8	IO	D1	IO	L4	IO	H11	IO
A7	IO	E1	IO	L5	IO	G11	IO
C7	GND	E3	GND	J5	GND	G9	GND
A6	IO	E2	IO	L6	IO	G10	IO
B7	I/(SCLK)	F1	IO	K5	I/(SI)	F11	IO
C6	I/CLK/(SM)	F2	IO	J6	I/CLK	F10	IO
B6	I(P)	F3	IO	K6	I	F9	IO
B5	I	G1	IO	K7	I/(SO)	E11	IO
C5	VCC	G3	VCC	J7	VCC	E9	VCC
A5	IO	G2	IO	L7	IO	E10	IO
A4	IO	H1	IO	L8	IO	D11	IO
B4	IO	H2	IO	K8	IO	D10	IO
A3	IO	J1	IO	L9	IO	C11	IO
A2	IO	K1	IO	L10	IO	B11	IO
B3	IO	J2	IO	K9	IO	C10	IO
A1	IO	L1	IO	L11	IO	A11	IO

TABLE 3: CPGA 84 Function/Connector Pin Table

Attachment No. 12

HGM Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820
408-748-9660
Fax 408-748-0339

PROCESS TRAVELER

RECEIVING (QSP500-22)

TRAVELER # 0804095 # of Boxes 1
CUSTOMER MVP MICRO Date In 4-8-08
CUSTOMER LOT # ICM7170AIBG Customer Quantity 200

INCOMING (QSP500-05)

Keep lot SEALED YES ☐
Count Verification 279 Insp by HS
Pin #1 Information ☑ Complete Instructions ☑
Comments Process all. 79 over.

Quantity / Sample Size	
☐ 0-125 100%	☐ 501-2000 150 pcs
☑ 126-500 100 pcs	☐ 2001+ 200 pcs

PROCESSES TO BE PERFORMED

☑	DeMark (QSF001-49)	☐	Scan / Recondition (QSF001-35)
☑	Ink Mark (QSF001-49)	☐	Bake / Drypack / Label (QSF001-35)
☐	Ink Mark on Gold (QSF001-16 / 49)	☐	Tape and Reel (QSP500-58)
☐	Laser Mark (QSF001-48)	☑	DeTape (QSF001-50)
☐	2015 Mark Perm (QSF001-25)	☐	Other _____

OUTGOING QC INSPECTION (QSP500-13)

- ☑ Verify Mark Information
- ☑ Verify Pin #1 Orientation
- ☑ N/A Verify Pin #1 Orientated toward the tray notch (If customer required / tray product only)
- ☑ Verify DeMark / Mark Quality
- ☑ Visual for Bent Leads (N/A if scanned at HGM)
- ☑ Accuracy of HGM / Customer paperwork
- ☑ N/A HGM Labels Verified (verified again ____ ____)

Outgoing Count

Date _____ Partial Shipment _____
Good Parts Not Processed _____
Total Rejects _____
Total Good Parts Processed 279
Total Outgoing Count _____

HGM certifies that this lot has been processed in accordance with HGM and Customer specifications and has passed all inspection criteria.

KRQC 4-9-08
Quality Assurance Inspector Date

Attachment No. 12-1

H.G.M. Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820 408-748-9660 408-748-0339 Fax

DEMARK / MARK TRAVELER

LOT # ICM7170A1BG CUSTOMER MUP MICRO

DEMARK

Date Processed 4-9-08

Method of DeMark
☒ Abrasive ☐ Chemical ☐ Blacktop ☐ Electrical Eraser ☐ Laser ☐ Other

If Parts are Sealed: Record Date & Time Opened _____

Top DeMark Quality Visualed By ana Bottom DeMark Quality Visualed By ____

100% Pin #1 By ana Finished Count: Good 279 Rejects 0 Verified By JF

If Parts are Resealed: Record Date & Time Sealed _____

MARK

Date Processed 04-09-08 Machine # 1471-2

If Parts are Sealed: Record Date & Time Opened _____

TOP MARK		BOTTOM MARK	
Mark Op Verify Top Mark	MA	Mark Op Verify Bottom Mark	
Mark Op Verify Top Pin #1	MA	Mark Op Verify Bottom Pin #1	
2nd Person Verify Top Mark	LL	2nd Person Verify Bottom Mark	
2nd Person Verify Top Pin #1	LL	2nd Person Verify Bottom Pin #1	

Ink Type ☐ 4466 white ☐ 4488 black ☐ 4488 white
☐ 4407 black ☒ 21-001 white ☐ 4461 black ☐ _____

Preflame Yes ☐ No ☒

UV Cure ☒ Heat Cure ☐ Temp_____ Time_____ Oven #_____

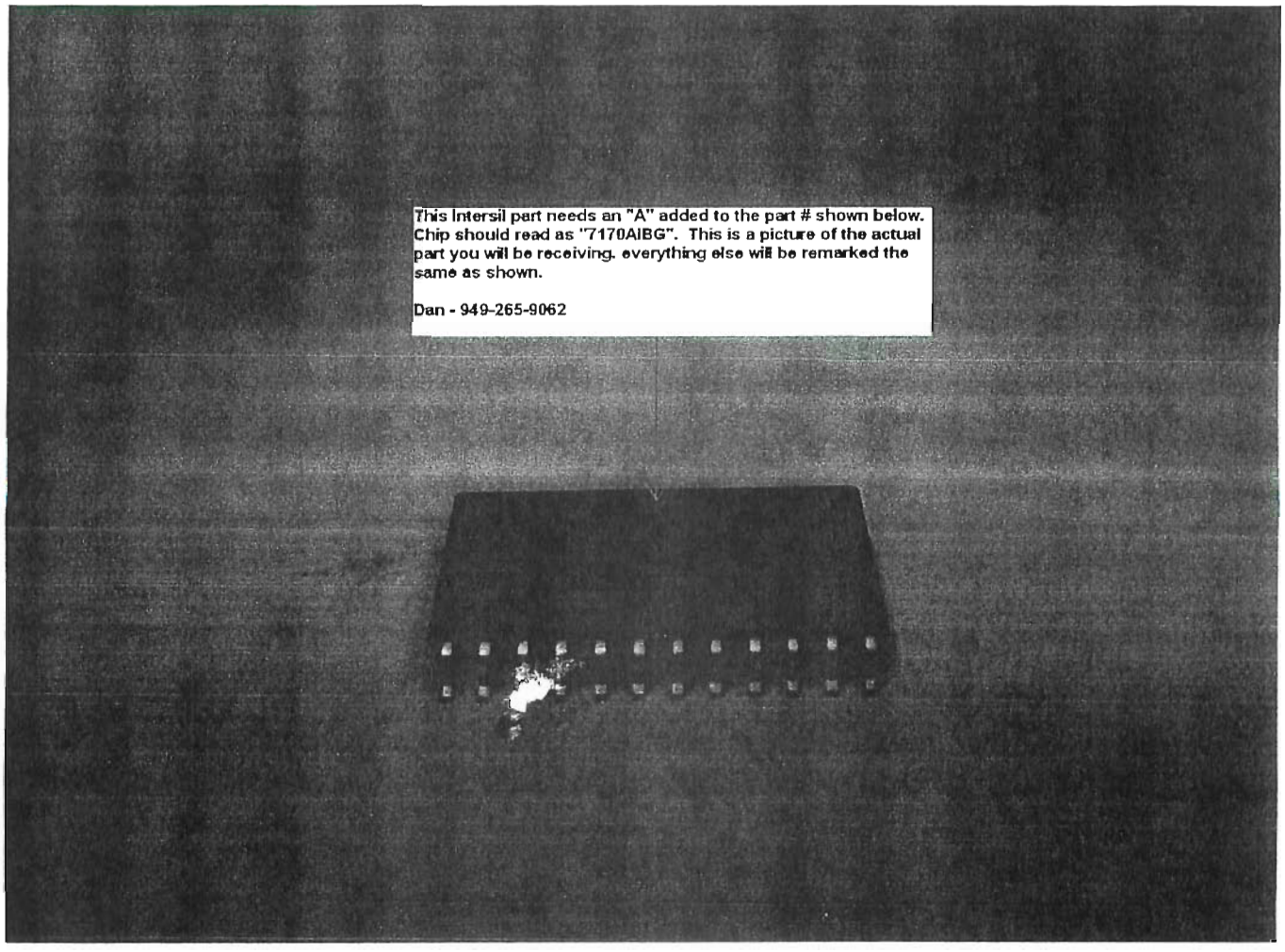
Perform Mark Perm Test on a 5 piece sample Acetone Test MA Tape Test ____

Mark Quality Visualed By MA

Finished Count: Good 279 Rejects 0 Verified By A-H

If Parts are Resealed: Record Date & Time Sealed _____

Attachment No. 12-2


This Intersil part needs an "A" added to the part # shown below. Chip should read as "7170AIBG". This is a picture of the actual part you will be receiving. everything else will be remarked the same as shown.
Dan - 949-265-9062

0804095

Attachment No. 12-3

November 2003 FN3019.6

Microprocessor-Compatible, Real-Time Clock

The ICM7170 real time clock is a microprocessor bus compatible peripheral, fabricated using Intersil's silicon gate CMOS LSI process. An 8-bit bidirectional bus is used for the data I/O circuitry. The clock is set or read by accessing the 8 internal separately addressable and programmable counters from $^1/_{100}$ seconds to years. The counters are controlled by a pulse train divided down from a crystal oscillator circuit, and the frequency of the crystal is selectable with the on-chip command register. An extremely stable oscillator frequency is achieved through the use of an on-chip regulated power supply.

The device access time (t_{ACC}) of 300ns eliminates the need for wait states or software overhead with most microprocessors. Furthermore, an ALE (Address Latch Enable) input is provided for interfacing to microprocessors with a multiplexed address/data bus. With these two special features, the ICM7170 can be easily interfaced to any available microprocessor.

The ICM7170 generates two types of interrupts, periodic and alarm. The periodic interrupt (100Hz, 10Hz, etc.) can be programmed by the internal interrupt control register to provide 6 different output signals. The alarm interrupt is set by loading an on-chip 51-bit RAM that activates an interrupt output through a comparator. The alarm interrupt occurs when the real time counter and alarm RAM time are equal. A status register is available to indicate the interrupt source.

An on-chip Power Down Detector eliminates the need for external components to support the battery back-up function. When a power down or power failure occurs, internal logic switches the on-chip counters to battery back-up operation. Read/write functions become disabled and operation is limited to time-keeping and interrupt generation, resulting in low power consumption.

Internal latches prevent clock roll-over during a read cycle. Counter data is latched on the chip by reading the 100th-seconds counter and is held indefinitely until the counter is read again, assuring a stable and reliable time value.

Features

- 8-Bit, µP Bus Compatible
  - Multiplexed or Direct Addressing
- Regulated Oscillator Supply Ensures Frequency Stability and Low Power
- Time From 1/100 Seconds to 99 Years
- Software Selectable 12/24 Hour Format
- Latched Time Data Ensures No Roll Over During Read
- Full Calendar with Automatic Leap Year Correction
- On-Chip Battery Backup Switchover Circuit
- Access Time Less than 300ns
- 4 Programmable Crystal Oscillator Frequencies Over Industrial Temperature Range
- 3 Programmable Crystal Oscillator Frequencies Over Military Temperature Range
- On-Chip Alarm Comparator and RAM
- Interrupts from Alarm and 6 Selectable Periodic Intervals
- Standby Micro-Power Operation: 1.2µA Typical at 3.0V and 32kHz Crystal

Applications

- Portable and Personal Computers
- Data Logging
- Industrial Control Systems
- Point Of Sale

Related Literature

- Technical Brief TB363 "Guidelines for Handling and Processing Moisture Sensitive Surface Mount Devices (SMDs)"

Part Number Information

PART NUMBER	TEMP. RANGE (°C)	PACKAGE	PKG. NO.
ICM7170IPG	-40× to 85×	24 Ld PDIP	E24.6
ICM7170IBG	-40× to 85×	24 Ld SOIC	M24.3
ICM7170AIPG	-40× to 85×	24 Ld PDIP	E24.6
ICM7170AIBG	-40× to 85×	24 Ld SOIC	M24.3

NOTE: "A" Parts Screened to <5µA I_{STBY} at 32kHz.

Attachment No. 13

MVP Micro
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (949) 265-9060
Fax: (949) 271-2346

Invoice #: 4284

Invoice Date: 4/10/2008
Ordered Date: 4/3/2008

Bill To:

Ats Solutions
20942 Osborne Street, Ste. C
Canoga Park, CA 91304, United States
Phone: (818) 700-8686

Ship To:

ATS Solutions, INC.
20942 Osborne Street, Ste. C
Canoga Park, CA 91303,

PO #:	Ship Via:	Account#:	Sales Rep:	Ordered By:	Terms:
3052	Fedex Ground Service	PREPAY & ADD	Ryan Pineda	Yvonne Johnson	COD

Ref#	Part Number/Description	Mfg	Qty Ord	Qty Ship	Unit Price	Ext Price
4284-1	**A3265DX-1PQ100I** New	**ACTEL**	**264**	**264**	**$ 105.00**	**$ 27,720.00**

POSTED

TRACKING: MVP DROP OFF

All claims must be reported within 30 days of Invoice Date. MVP Micro Inc. reserves the right to charge the buyer all costs of collection, including reasonable attorney's fees and court costs, for any invoice 30 days over the stated terms due date.

Tax:	**0.00%**	***$ 0.00***
	S & H:	**$ 0.00**
	Order Total:	**$ 27,720.00**

Attachment No. 13-1

MVP Micro
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (949) 265-9060
Fax: (949) 271-2346

Purchase Order

Purchase Order #: 5629
Order Date: 4/8/2008

Vendor:

Capital Components Inc.(Iso 9001 Certified)
Phone: (949) 672-0044
Fax: (949) 707-5654

Ship To:

MVP Micro Inc.
17332 Von Karman Suite 110
Irvine, CA 92614

Sales Person:	Terms:
Shafiee Matt,	TT

PO #:	Ship Via:	Account #:	Buyer:	Order#:
5629	Hand Delivery	JIMMY	Dan Vasseur	

Ref#	Part Number/Description	Mfg	Qty	Unit Price	Ext Price
5629-1	**A3265DX-1PQ100I** New DUE DATE: 4/8/2008	ACTEL	264	$55.00	$14,520.00

This purchase order ("order") is a written confirmation of the oral agreement previously reached between Seller and Buyer. Unless expressly provided otherwise in this Contract, all goods furnished by Seller to Buyer pursuant to this Contract are guaranteed to be new, unused, and in their original packaging (unless otherwise stated). If any of the goods are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, seller will timely replace such goods with conforming ones or, at Buyer's sole discretion, immediately provide Buyer with either a full credit or a full refund for such goods. Seller shall also be liable to Buyer for all damage, loss (direct or consequential), cost and expense attributable to such defect. Buyer may cancel this order or any portion hereof at any time prior to shipment. Buyer shall be entitled to a refund of or credit for any advance payments.

S & H:	$0.00
Order Total:	**$14,520.00**

Attachment No. 13-2

HGM Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820
408-748-9660
Fax 408-748-0339

PROCESS TRAVELER

RECEIVING (QSP500-22)

TRAVELER # 0804107 B # of Boxes 1
CUSTOMER MVP MICRO Date In 4-9-08
CUSTOMER LOT # P/# A3265DX Customer Quantity 264

INCOMING (QSP500-05)

Keep lot SEALED YES ☐
Count Verification 264 Insp by HS
Pin #1 Information ☑ Complete Instructions ☑

Quantity / Sample Size
☐ 0-125 100% ☐ 501-2000 150 pcs
☑ 126-500 100 pcs ☐ 2001+ 200 pcs

Comments _____

PROCESSES TO BE PERFORMED

☑	DeMark	(QSF001-49)	☐	Scan / Recondition (QSF001-35)
☑	Ink Mark	(QSF001-49)	☐	Bake / Drypack / Label (QSF001-35)
☐	Ink Mark on Gold	(QSF001-16 / 49)	☐	Tape and Reel (QSP500-58)
☐	Laser Mark	(QSF001-48)	☐	DeTape (QSF001-50)
☐	2015 Mark Perm	(QSF001-25)	☐	Other _____

OUTGOING QC INSPECTION (QSP500-13)

☑ Verify Mark Information
☑ Verify Pin #1 Orientation
☑ Verify Pin #1 Orientated toward the tray notch (If customer required / tray product only)
☑ Verify DeMark / Mark Quality
☑ Visual for Bent Leads (N/A if scanned at HGM)
☑ Accuracy of HGM / Customer paperwork
N/A HGM Labels Verified (verified again ____ ____)

Outgoing Count

Date _____ Partial Shipment _____
Good Parts Not Processed _____
Total Rejects _____
Total Good Parts Processed 264
Total Outgoing Count _____

HGM certifies that this lot has been processed in accordance with HGM and Customer specifications and has passed all inspection criteria.

RFQC7 4-9-08
Quality Assurance Inspector Date

Attachment No. 13-3

H.G.M. Inc.
2122 Ronald St. Santa Clara Ca. 95050-2820 408-748-9660 408-748-0339 Fax

DEMARK / MARK TRAVELER

LOT # P# A3265DX **CUSTOMER** MVP MICRO

DEMARK

Date Processed 04-09-08

Method of DeMark
☑ Abrasive ☐ Chemical ☐ Blacktop ☐ Electrical Eraser ☐ Laser ☐ Other

If Parts are Sealed: **Record Date & Time Opened** _____

Top DeMark Quality Visualed By SV **Bottom DeMark Quality Visualed By** ____

100% Pin #1 By SV **Finished Count: Good** 264 **Rejects** 0 **Verified By** SV

If Parts are Resealed: **Record Date & Time Sealed** _____

MARK

Date Processed 04-09-08 **Machine #** 534

If Parts are Sealed: **Record Date & Time Opened** _____

TOP MARK		BOTTOM MARK	
Mark Op Verify Top Mark	☑	Mark Op Verify Bottom Mark	☐
Mark Op Verify Top Pin #1	☑	Mark Op Verify Bottom Pin #1	☐
2nd Person Verify Top Mark	☑	2nd Person Verify Bottom Mark	☐
2nd Person Verify Top Pin #1	☑	2nd Person Verify Bottom Pin #1	☐

Ink Type ☐ 4466 white ☐ 4488 black ☐ 4488 white
☐ 4407 black ☒ 21-001 white ☐ 4461 black ☐ _____

Preflame Yes ☐ No ☒

UV Cure ☒ **Heat Cure** ☐ **Temp**_____ **Time**_____ **Oven #**_____

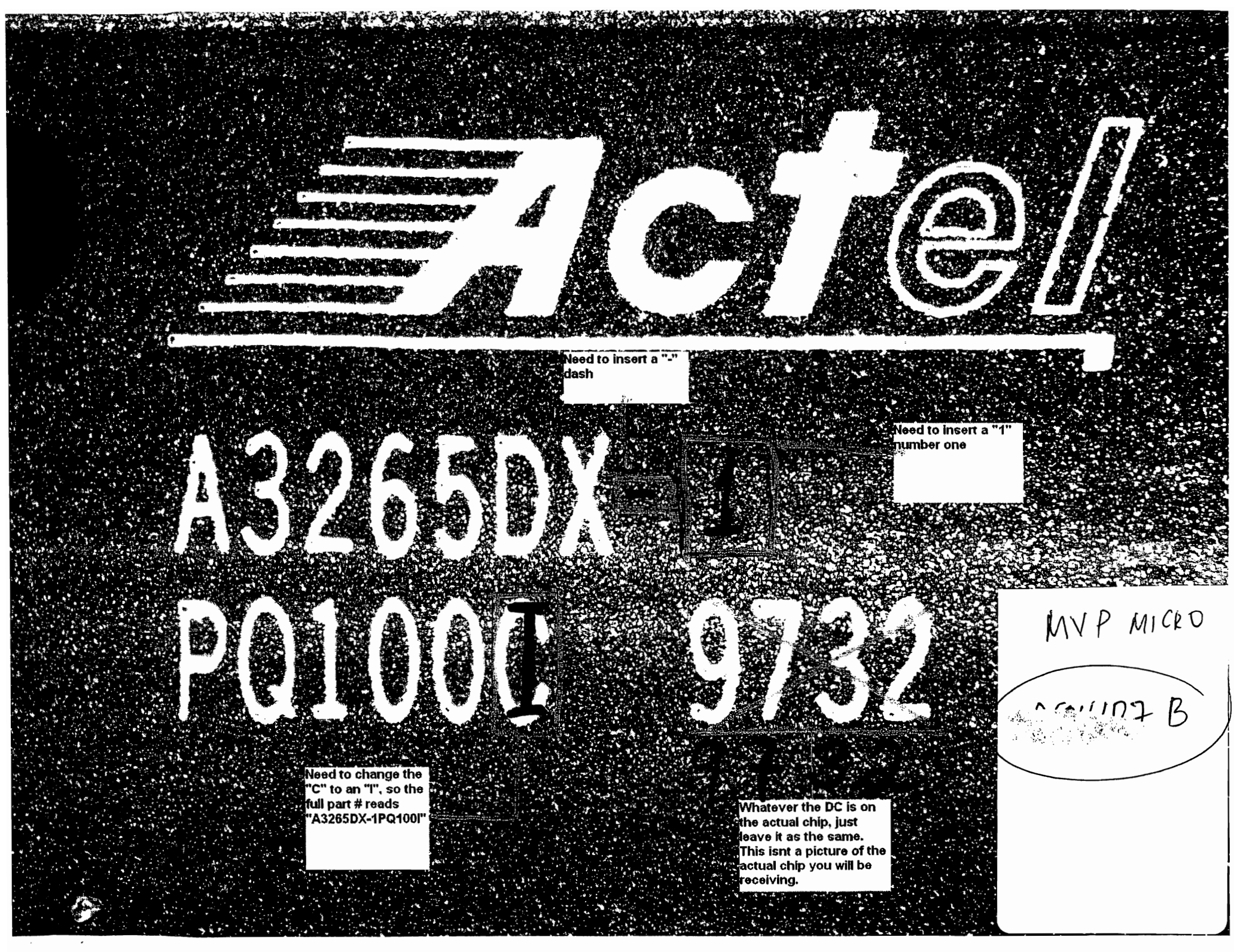
Perform Mark Perm Test on a 5 piece sample **Acetone Test** ☑ **Tape Test** ☐

Mark Quality Visualed By ☑

Finished Count: Good 264 **Rejects** 0 **Verified By** ☑

If Parts are Resealed: **Record Date & Time Sealed** _____

Attachment No. 13-4


Actel
A3265DX
PQ100C
9732
Need to insert a "-" dash
Need to insert a "1" number one
Need to change the "C" to an "I", so the full part # reads "A3265DX-1PQ100I"
Whatever the DC is on the actual chip, just leave it as the same. This isnt a picture of the actual chip you will be receiving.
MVP MICRO

Attachment No. 13-5

Actel

v3.0

Integrator Series FPGAs: 1200XL and 3200DX Families

Features

High Capacity

- 2,500 to 30,000 Logic Gates
- Up to 3Kbits Configurable Dual-Port SRAM
- Fast Wide-Decode Circuitry
- Up to 250 User-Programmable I/O Pins

High Performance

- 225 MHz Performance
- 5 ns Dual-Port SRAM Access
- 100 MHz FIFOs
- 7.5 ns 35-Bit Address Decode

Ease-of-Integration

- Synthesis-Friendly Architecture Supports ASIC Design Methodologies.
- 95–100% Device Utilization using Automatic Place-and-Route Tools.
- Deterministic, User-Controllable Timing Via Timing Driven Software Tools with Up To 100% Pin Fixing.
- IEEE Standard 1149.1 (JTAG) Boundary Scan Testing.

General Description

Actel's Integrator Series FPGAs are the first programmable logic devices optimized for high-speed system logic integration. Based on Actel's proprietary antifuse technology and 0.6-micron double metal CMOS process, Integrator Series devices offer a fine-grained, register-rich architecture with embedded dual-port SRAM and wide-decode circuitry.

Integrator Series' 3200DX and 1200XL families were designed to integrate system logic which is typically implemented in multiple CPLDs, PALs, and FPGAs. These devices provide the features and performance required for today's complex, high-speed digital logic systems. The 3200DX family offers fast dual-port SRAM for implementing FIFOs, LIFOs, and temporary data storage. The large number of storage elements can efficiently address applications requiring wide datapath manipulation and transformation functions such as telecommunications, networking, and DSP.

Integrator Series Product Profile Family

	1200XL			3200DX				
Device	**A1225XL**	**A1240XL**	**A1280XL**	**A3265DX**	**A32100DX**	**A32140DX**	**A32200DX**	**A32300DX**
Capacity								
Logic Gates[1]	2,500	4,000	8,000	6,500	10,000	14,000	20,000	30,000
SRAM Bits	N/A	N/A	N/A	N/A	2,048	N/A	2,560	3,072
Logic Modules								
Sequential	231	348	624	510	700	954	1,230	1,888
Combinatorial	220	336	608	475	662	912	1,184	1,833
Decode	N/A	N/A	N/A	20	20	24	24	28
SRAM Modules (64x4 or 32x8)	N/A	N/A	N/A	N/A	8	N/A	10	12
Dedicated Flip-Flops	231	348	624	510	700	954	1,230	1,888
Clocks	2	2	2	2	6	2	6	6
User I/O (Maximum)	83	104	140	126	152	176	202	250
JTAG	No	No	No	No	Yes	Yes	Yes	Yes
Packages	PL84 PQ100 VQ100 PG100	PL84 PQ100 PQ144 TQ176 PG132	PL84 PQ160 PQ208 TQ176 PG176 CQ172	PL84 PQ100 PQ160 TQ176	PL84 PQ160 PQ208 TQ176 CQ84	PL84 PQ160 PQ208 TQ176 CQ256	PQ208 RQ208 RQ240 CQ208 CQ256	RQ208 RQ240 CQ256

Note: Logic gate capacity does not include SRAM bits as logic.

Ordering Information

A1225 XL V – PQ 100 C

Application (Temperature Range)
C = Commercial (0 to +70°C)
I = Industrial (–40 to +85°C)
M = Military (–55 to +125°C)
B = MIL-STD-883

Package Lead Count

Package Type
CQ = Ceramic Quad Flat Pack
PG = Ceramic Pin Grid Array
PL = Plastic Leaded Chip Carrier
PQ = Plastic Quad Flat Pack
RQ = Plastic Power Quad Flat Pack
TQ = Thin (1.4 mm) Quad Flat Pack
VQ = Very Thin (1.0 mm) Quad Flat Pack

Speed Grade
Blank = Standard Speed
1 = Approximately 15% Faster than Standard
2 = Approximately 25% Faster than Standard
3 = Approximately 35% Faster than Standard
F = Approximately 30% Slower than Standard

Operating Voltage
V = 3.3 Volt
Blank = 5.0 Volt

Die Revision
XL = 1200XL Family
DX = 3200DX Family

Part Number
A1225 = 2500 Gates
A1240 = 4000 Gates
A3265 = 6500 Gates
A1280 = 8000 Gates
A32100 = 10000 Gates
A32140 = 14000 Gates
A32200 = 20000 Gates
A32300 = 30000 Gates

Original

Remarked

Attachment No. 14


FRAGILE

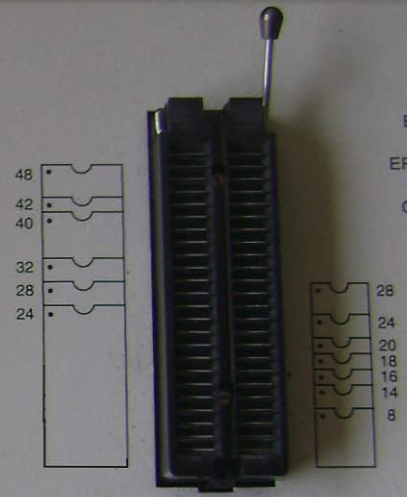
Attachment No. 14-1


HELLER
DANGER

Attachment No. 14-10

LOGICAL
DEVICES, INC.

ChipMaster 6000XPu™



Device Programmer

Intelligent Universal Programmer

Smart Pin / USB Port

Room H

Attachment No. 14-2


Verifier
FocalSpot Inc.
DELL

Attachment No. 14-3


HELLER

Attachment No. 14-4


1500W
CUTTING SPEED INCREASE
PRESSURE RELEASE
POWER ON
OFF
MICRO BLASTER
COMCO INC.
COMCO INC.

Attachment No. 14-5


esec
AIR GUN
DANGER
ELECTRICAL HAZARD

Attachment No. 14-6


AUGUST
NSX-90
SAMSUNG

Attachment No. 14-7


U-1471
MARKEM
OK
FOR
SHOP
USE

Attachment No. 14-8


MODULE 2
DANGER
ELECTRICAL HAZARD
Asymtek
A NORDSON COMPANY
63X48

Attachment No. 14-9


DANGER
WATCH YOUR HANDS AND FINGERS
DANGER

Attachment No. 15

First U/C Buy: U.S. Navy from MVP Micro, Inc.

REQUEST FOR QUOTE	CONTRACT DATE	ORDER SHIPPED	ORDER REC'VD	CONTRACTOR	TRADEMARK HOLDER	PART NO.	QUAN TITY	COST PER ITEM	TOTAL COST
02/25/09	03/03/09	03/09/09	03/12/09	MVP Micro, Inc.	Texas Instuments	OPA627AU	10	$50.00	$500.00
02/25/09	03/03/09	03/09/09	03/12/09	MVP Micro, Inc.	National Semiconductor	LM10H/883C	10	$75.00	$750.00
02/25/09	03/03/09	03/09/09	03/12/09	MVP Micro, Inc.	Texas Instruments	SMJ320C30 GBM40	1	$1,750.00	$1,750.00
02/25/09	03/03/09	03/09/09	03/12/09	MVP Micro, Inc.	Analog Devices	AD9220AR	30	$25.00	$750.00

Second U/C Buy: U.S. Navy from MVP Micro, Inc.

REQUEST FOR QUOTE	CONTRACT DATE	ORDER SHIPPED	ORDER REC'VD	CONTRACTOR	TRADEMARK HOLDER	PART NO.	QUAN TITY	COST PER ITEM		TOTAL COST
6/2/09	6/26/09	7/14/09	7/22/09	MVP Micro, Inc.	National Semiconductor	LM10H/883C	5	$59.00		$295.00
6/2/09	6/26/09	7/14/09	7/22/09	MVP Micro, Inc.	Analog Devices	AD5962-8871902MXA	1	$629.00		$629.00
6/2/09	6/26/09	7/14/09	7/22/09	MVP Micro, Inc.	Analog Devices	AD664TD-BIP/883B	1	$510.00		$510.00
6/2/09	6/26/09	7/14/09	7/22/09	MVP Micro, Inc.	Texas Instruments	3656AG	2	$499.00		$998.00
6/2/09	6/26/09	7/14/09	7/22/09	MVP Micro, Inc.	Texas Instruments	SMJ34020AGBM40 *MIL/CAI	1	$720.00		$720.00
6/2/09	6/26/09	7/14/09	7/22/09	MVP Micro, Inc.	Analog Devices	JM38510/11302BEA	10	$33.00		$330.00
6/2/09	6/26/09	7/14/09	7/22/09	MVP Micro, Inc.	Texas Instruments	JM38510/32502BRA	10	$37.89		$378.90
6/2/09	6/26/09	7/14/09	7/22/09	MVP Micro, Inc.	Texas Instruments	JM38510/65705BRA	10	$37.89		$378.90

Attachment No. 16

MVP MICRO

MVP Micro
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (949) 265-9060
Fax: (949) 271-2346

Invoice5541

Invoice Date: 3/9/2009
Sales Order #: 6345
Ordered Date: 3/3/2009

Bill To:

NAVAIR

Phone: (301) 757-9784
Fax: (301) 995-0308

Ship To:

Mr. Scott White / NAVIAR
PROTOTYPE N00024 OFFICE
BUILDING 176 SUITE 1900
1333 ISAAC HULL AVENUE, SE
WASHINGTON NAVY YARD
WASHINGTON DC, WASHINGTON
DC 20376,

PO #:	Ship Via:	Account#:	Sales Rep:	Ordered By:	Terms:
N00421-09-P-0221	UPS Red	PPA	Chris Coletta	COLLEEN COOMBS	Net 30 Days

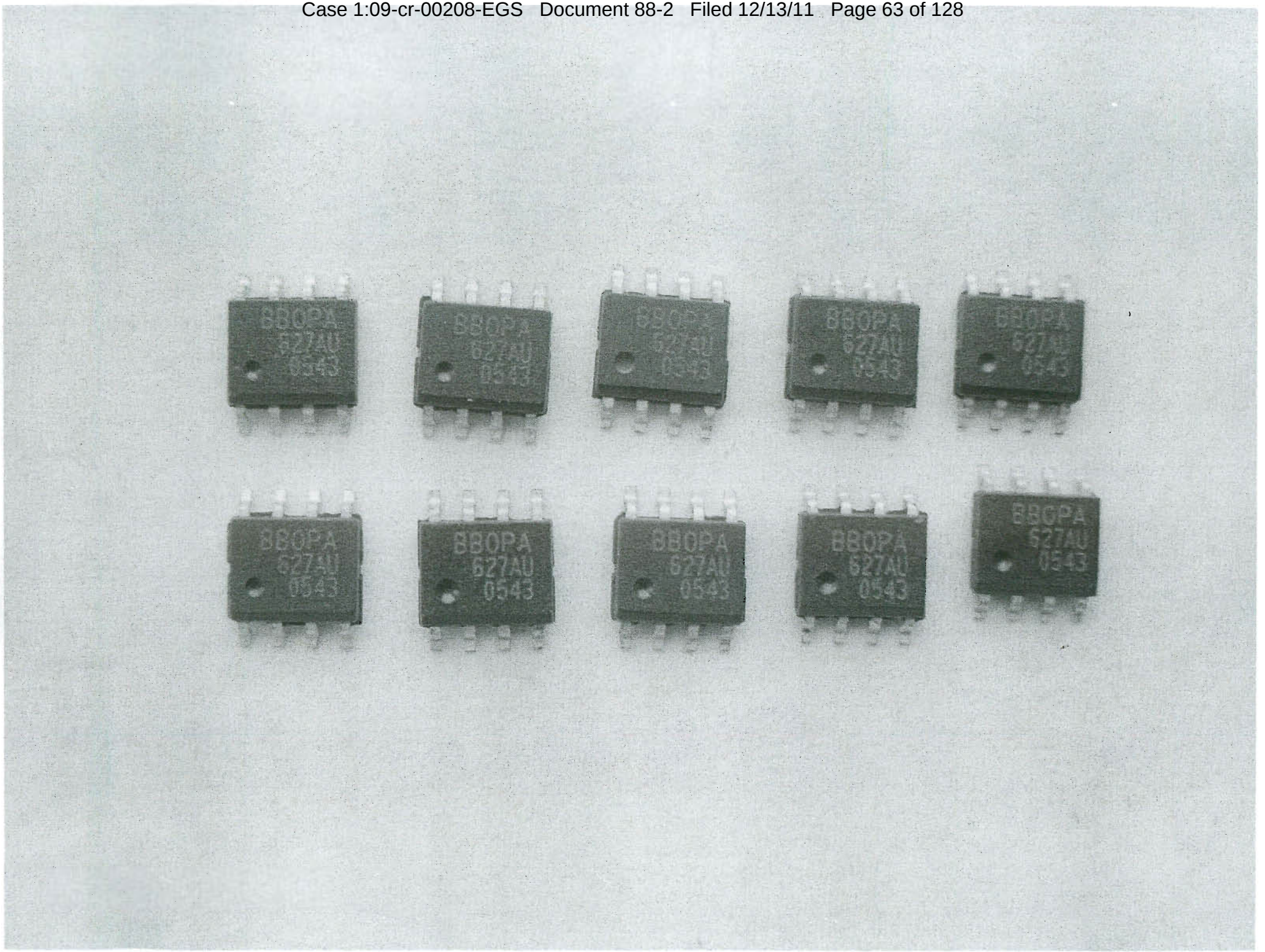
Ref#	Part Number/Description	Mfg	Qty Ord	Qty Ship	Unit Price	Ext Price
5541-1	LM10H/883C MFR: - NOTES: IN STOCK Date Code: 8736	-	10	10	$ 75.00	$ 750.00
5541-2	AD9220AR MFR: - NOTES: IN STOCK Date Code: 97	-	30	30	$ 25.00	$ 750.00
5541-3	OPA627AU MFR: - NOTES: IN STOCK	-	10	10	$ 50.00	$ 500.00

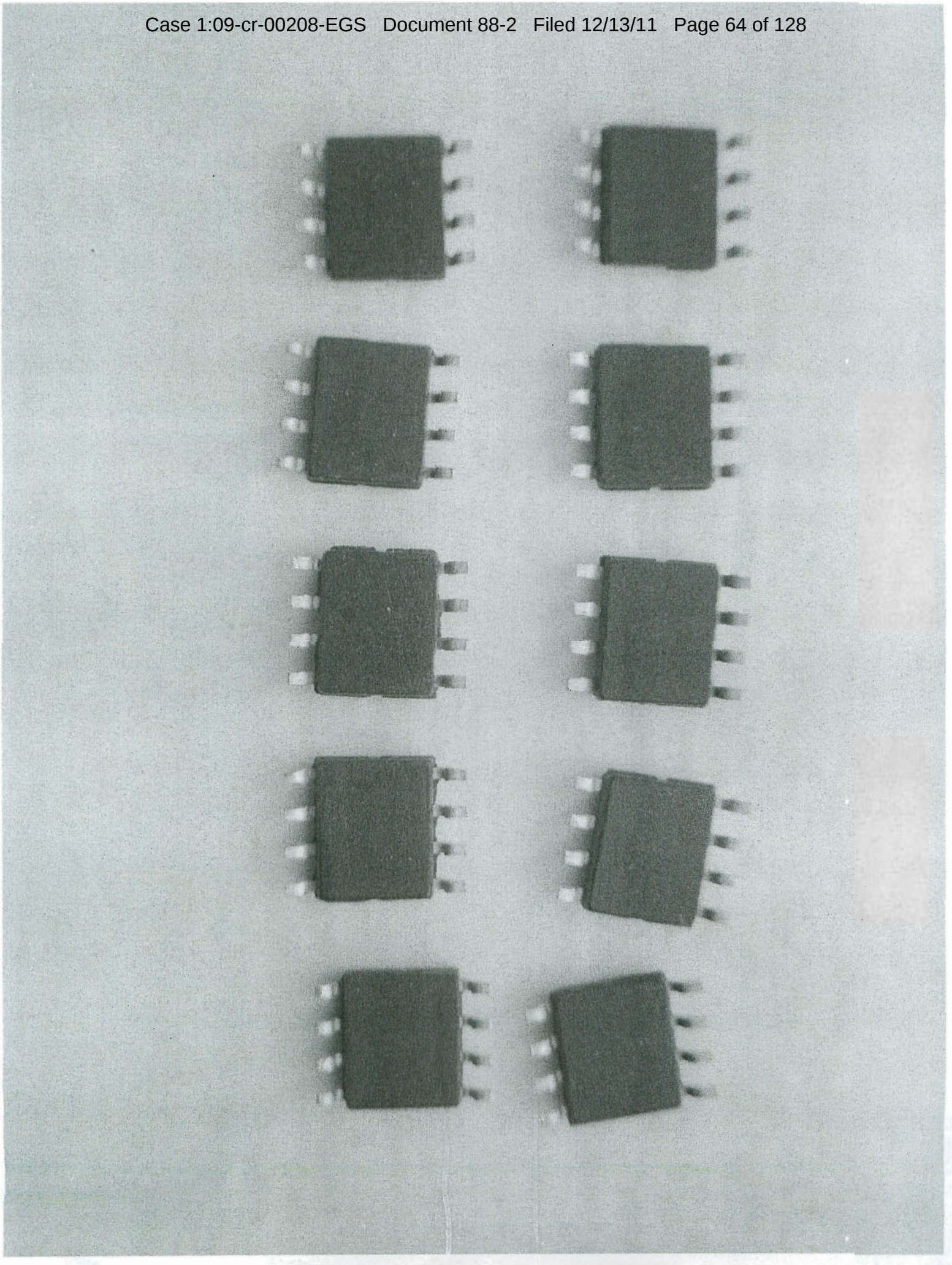
TRACKING: 1Z168VE60149758591
WEIGHT: 1 H x W x D: 8 x 8 x 4 BOXES: 1

All claims must be reported within 30 days of Invoice Date. MVP Micro Inc. reserves the right to charge the buyer all costs of collection, including reasonable attorney's fees and court costs, for any invoice 30 days over the stated terms due date.

Tax:	0.00%	$ 0.00
S & H:		$ 43.28
Order Total:		$ 2,043.28

Attachment No. 16-1


BBOPA
627AU
0543



Attachment No. 16-2

MVP MICRO

CERTIFICATE OF CONFORMANCE

To: COLLEEN COOMBS
From: JIMMY VU

Item Number: OPA627AU/ LM10H883C/ AD9220AR
Part Number: OPA627AU/ LM10H883C/ AD9220AR
Purchase Order No.: N00421-09-P-0221
Quantity: 10/10/30

CERTIFICATE OF CONFORMANCE: It is hereby certified that all materials shipped on our purchase order conform to the applicable military and/or commercial specifications. Test reports or material certifications for this material are on file with us or with our suppliers, and may be examined at any reasonable time to verify conformance of the material with applicable requirements. All returns must be authorized by our sales department within 35 days of invoice date. On returns to our facility no credit can or will be allowed for items damaged in transit, shortage or shipment errors. All claims for shortage, damage or shipment errors must be made within 7 working days after receipt of shipment. Our liability shall be limited to the invoiced value of the materials or its replacement. A service charge of 1½% (an annual rate of 18%) may be charged on all invoices past due and reasonable collect or attorney's fees, if necessary.

Quality Representative Signature: _____ Date: 3/9/09

Quality Representative Name: JIMMY VU
(Please Print)

Attachment No. 16-3

TEXAS INSTRUMENTS

04/30/2009

Verification Report

The following product has been verified at the Texas Instruments HPA business entity in Dallas, Texas for authenticity purposes.

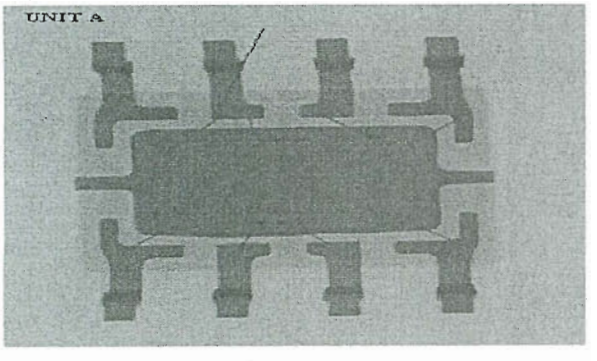
Device Name: OPA627AU

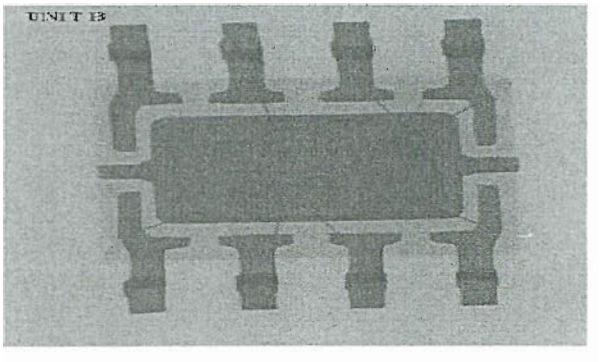
Unit #	Lot Trace Code	Symbolization	Bottom Side Marking	Wafer Fab Lot #	Assembly Lot #
1	0543	BB OPA627AU 0543	None	Unknown	Unknown
2	0543	BB OPA627AU 0543	None	Unknown	Unknown
3	0543	BB OPA627AU 0543	None	Unknown	Unknown
4	0543	BB OPA627AU 0543	None	Unknown	Unknown

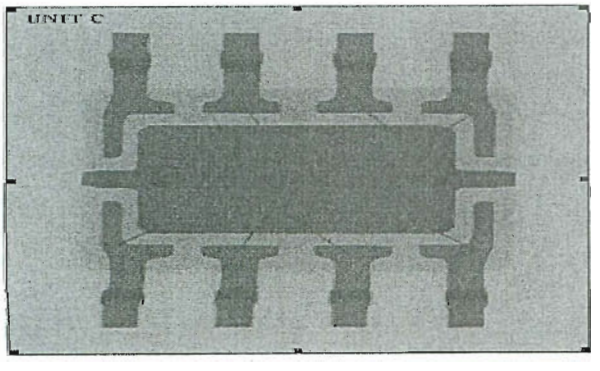
TI Verification & Analysis Results:

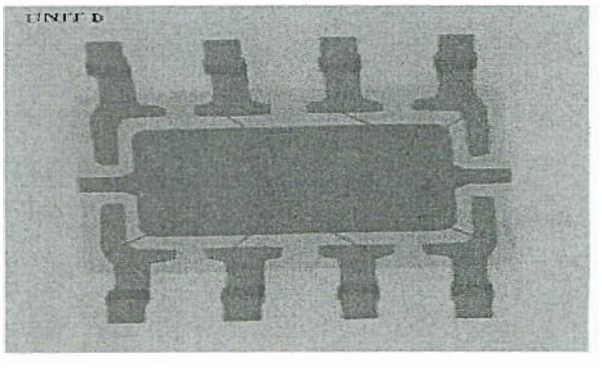
Four devices were submitted for special analysis. X-ray images and optical pictures of the top and bottom side of the packages were taken on all units. Three of the units were decapsulated and die photos after decapsulation were taken.

Higher magnification x-ray images are below. The red arrow points to a second bond off of pin 7 on unit A. This bond is not present on the other units.









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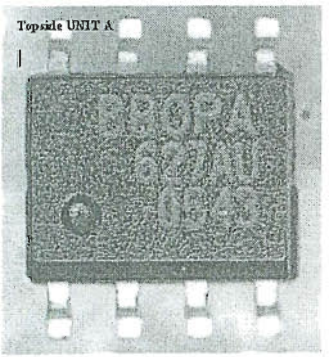
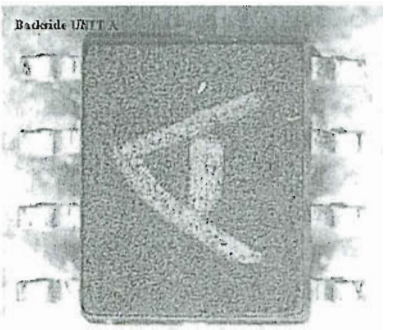
The images below show the topside and bottom side of each unit. The images are oriented so that Pin 1 is in the lower left corner. Letter markings were penciled on the backside of each unit during the analysis for identification.

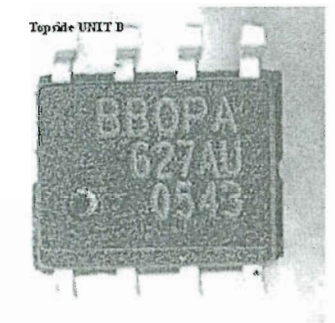
Topside UNIT A



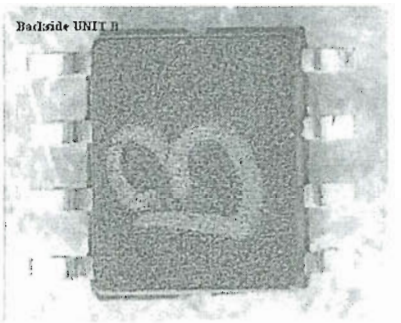
Backside UNIT A



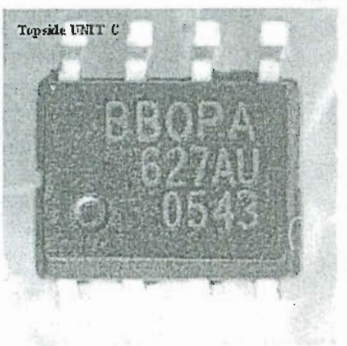
Topside UNIT B



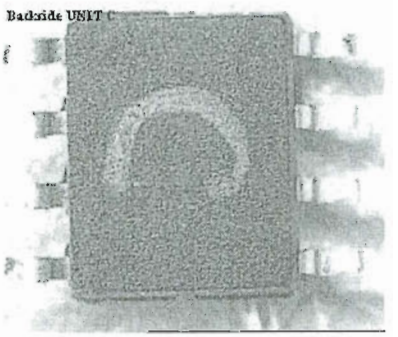
Backside UNIT B



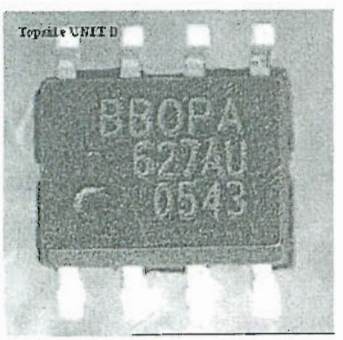
Topside UNIT C



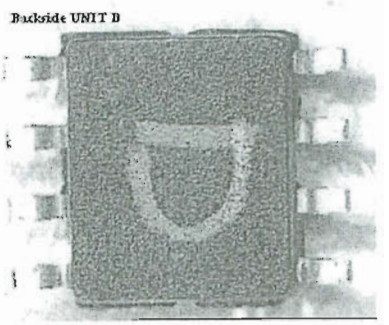
Backside UNIT C



Topside UNIT D



Backside UNIT D



TEXAS INSTRUMENTS

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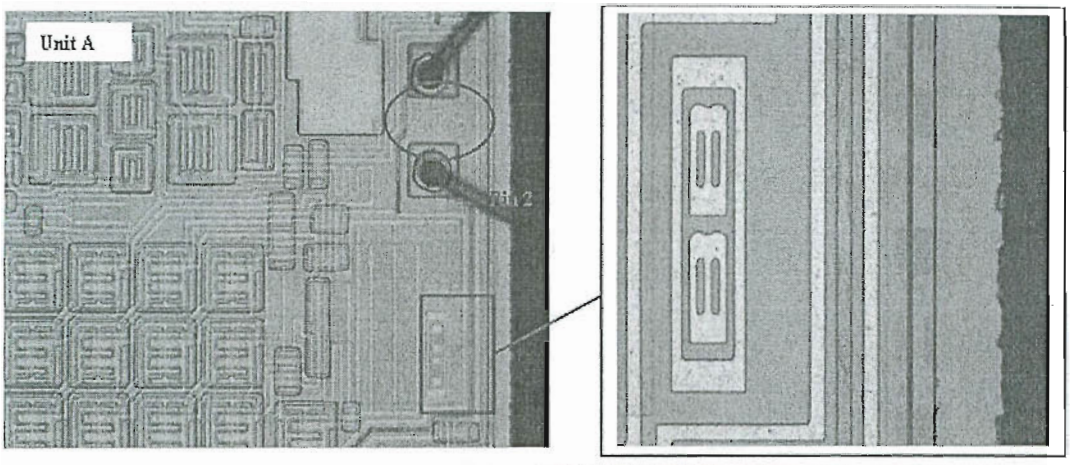
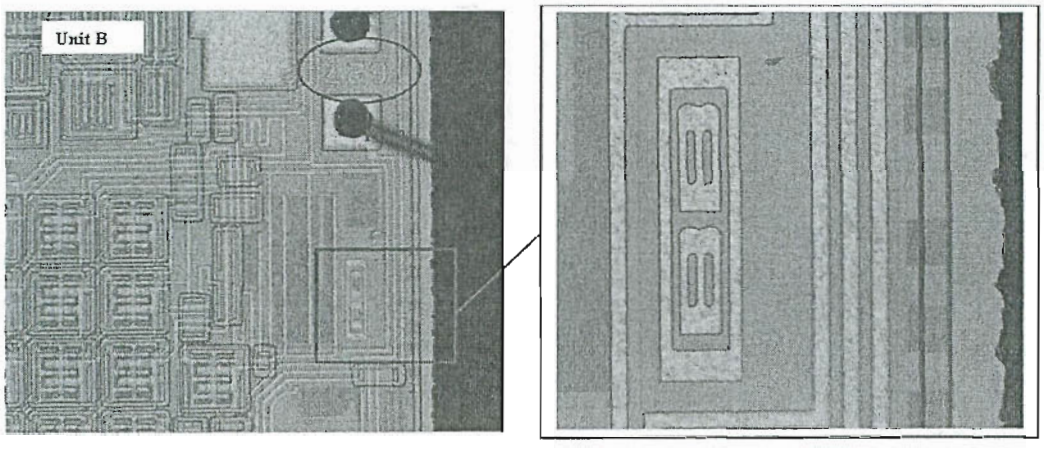
Internal Optical Inspection

An internal optical inspection was performed on the decapped units. Images of the die for each unit are below.





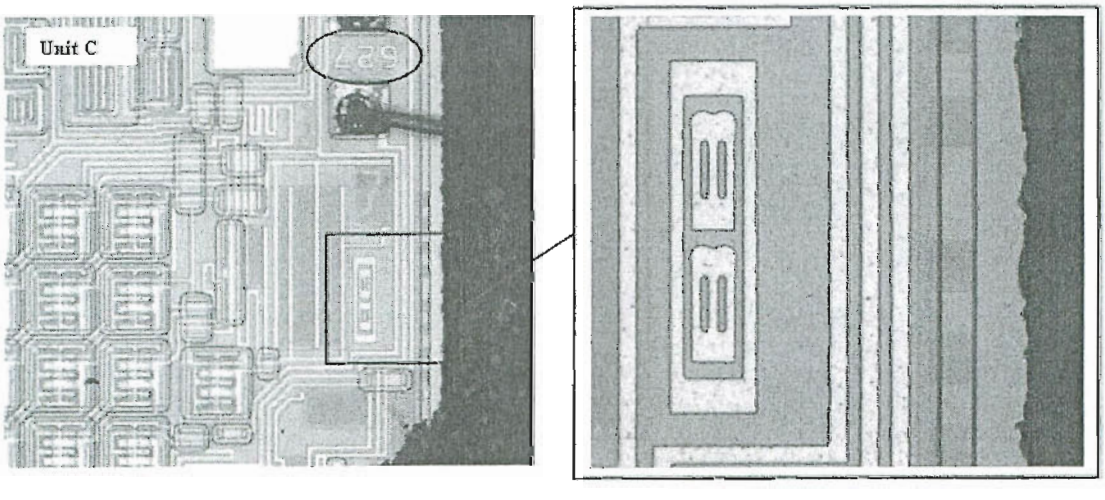


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Table 1: Electrical Verification Results

Three (3) out of the 4 units which went through electrical verification were found to have gross functional failures on almost all test parameters.

Sequence: opa627u_qa																		
Test_name			ContiO Amp	Iq positive	Iq negative	Voffs. 15 V	Ib neg Amp	Ib pos Amp A	IOS Amp A	Vos Adj +	Vos Adj -	AOL	CMRR	PSRR	Swing Out	Swing Out	Ishort pos.	Ishort neg.
Units				mA	mA	uV	pA	pA	pA	mV	mV	uV/V	uV/V	uV/V	V	V	mA	mA
pass	Min.		-1.9	6.5	-7.5	-500	-10	-10	-10	5	-25	-5.01	-10	-10	11.5	-15	35	-100
pass	Max.		-0.2	7.5	-6.5	500	10	10	10	25	-5	5.01	10	10	15	-11.5	100	-35
Dut_no	Site	Grade																
1	1	pass	-1.545787	7.11875	-7.115	25.292461	-0.00788	0.157125	0.165005	14.62933	-14.4357	-0.41966	-7.734552	-3.29735	12.40815	-12.84678	79.26375	-62.355
Unit 1	1	fail	-1.555423	2.0525	-2.05625	999.17822	1000	1000	1000	0	0	1000	1000	1000	8.047279	8.047767	16.47375	0.5175
Unit 2	1	fail	2.497535	5.86625	-5.87	999.17822	1000	1000	1000	0	0	1000	1000	1000	11.09719	11.09768	81.72625	0.00125
Unit 3	1	fail	2.501194	0.00125	0.00375	999.17822	1000	1000	1000	0	0	1000	1000	1000	-0.001534	-0.001168	0.00125	-0.00125
Unit 4	1	pass	-1.557374	7.3025	-7.305	-157.1763	0.173228	0.068112	-0.105115	16.51227	-16.31986	-0.529054	2.415809	1.905813	12.27715	-12.83226	77.30375	-58.915
control	1	pass	-1.546641	7.11375	-7.11	25.060133	0.267105	1.551991	1.284886	14.62384	-14.43173	-0.414324	-7.744462	-3.302041	12.40778	-12.84726	79.285	-62.41

Factual Summary:

(1) Outside visual inspection of the device package revealed that none of the 4 samples contained legitimate product date codes. The date code markings did not match TI's product marking specifications. In particular, each device was marked with a date code of "0543", which under TI's marking scheme would indicate a manufacture date of the 43rd week of 2005. However, TI stopped using this 4-digit date code marking scheme in 2001, so legitimate 2005 parts would not be marked with a 4 digit date code. See Figure 2.

(2) Internal inspection of the die indicated that each of the 4 samples contained die marked with a legitimate Die ID number and legitimate TI part number and logo markings. TI is not able to link the Die ID markings to a legitimate date code for the final device.

(3) Internal examination revealed that one of the devices had an extra bond wire that was not present in the other 3 samples. The extra-bond-wire sample is not the proper configuration for a OPA627AU device, but the device did contain a proper OPA627AU die. See Figure 1.

(4) 3 of the 4 units exhibited gross electrical failures (Table 1) which indicates that the devices were likely test rejects from TI manufacturing.

(5) The parts do not appear to be board-pulls.

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Conclusions:

(1) The devices appear to have been legitimately manufactured by TI and likely scrapped due to the electrical test failures during TI's product inspection process.

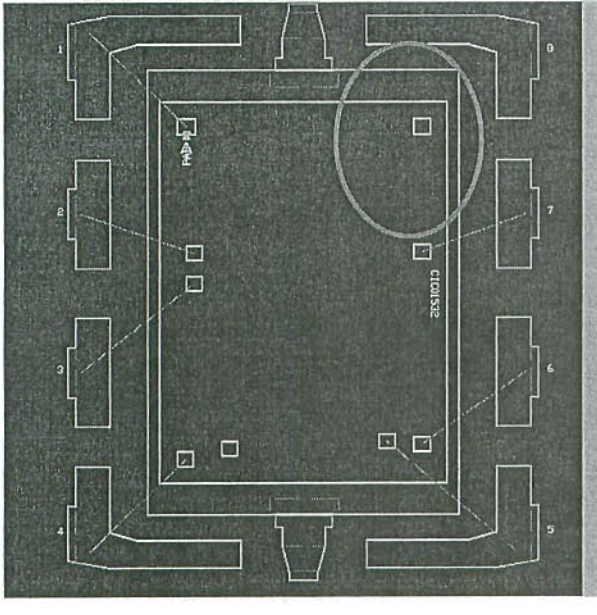
(2) TI is not able to determine whether the devices were printed with external markings prior to be scrapped during TI's testing process. Some testing occurs before the parts receive external markings and some testing occurs after the parts receive external markings. TI is not able to determine the sequence of marking and testing in this situation.

(3) At some point after the devices were scrapped, they were transferred outside of TI. TI is not able to determine whether this was an error in our process or whether the devices were intentionally removed from the scrap bins (i.e., property theft).

(4) At some point after the devices were scrapped, they were marked with an improper lot code. TI is unable to determine when or where this occurred, but TI views remarked parts as counterfeit products.

Figure 1:

TI Mount & Bond Diagram



Actual Units Bonding

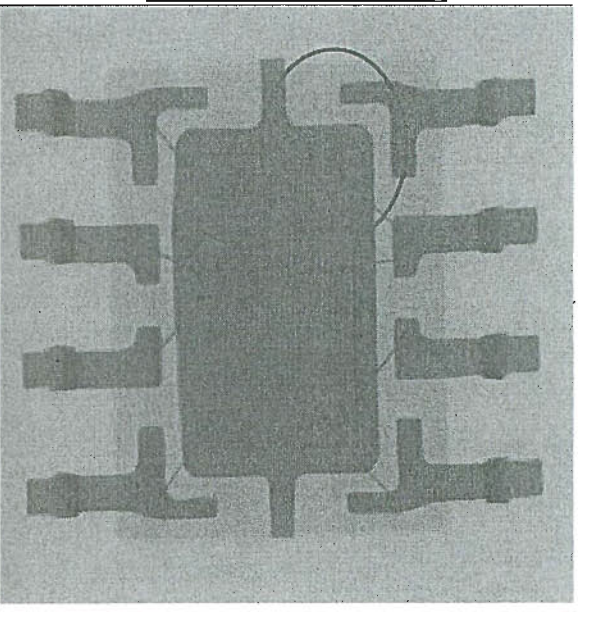


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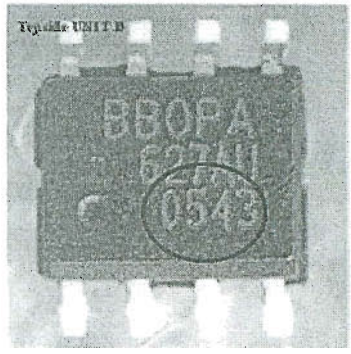
Figure 2:

TI Marking Format

```
Topside Symbol
  +--------------+
  | BB  OPA      |
  | 627AU        |
  | YMLLL        |
  |O             |
  +--------------+
  O - PIN 1 DIMPLE
```

Actual Units Marking



Note: The TI lot trace code has 5 characters while the actual code used was 4. The 4 digit format was phased out in year 2001.

----------End of Report----------

Attachment No. 17

Schornstein, Sherri (USADC)

Subject: RE: REQUEST FOR QUOTATION

-----Original Message-----
From: Larry David [mailto:ldavid@rhdistributors.com]
Sent: Tuesday, June 02, 2009 14:35
To: Miles, Vicki M.
Subject: RE: REQUEST FOR QUOTATION

I am with RH, MVP is my sister company..Your contact is Benjamin Moore at MVP, when you send your PO please put attention Benjamin Moore his email is

bmoore@mvpmicro.com

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Tuesday, June 02, 2009 11:26 AM
To: Larry David
Subject: RE: REQUEST FOR QUOTATION

I'm confused. Are you MVP Micro or RH Distributors?

-----Original Message-----
From: Larry David [mailto:ldavid@rhdistributors.com]
Sent: Tuesday, June 02, 2009 14:22
To: Miles, Vicki M.
Subject: RE: REQUEST FOR QUOTATION

Here you go Vicki, I look forward to your PO

Thanks,
Larry

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Tuesday, June 02, 2009 10:46 AM
To: Larry David
Subject: RE: REQUEST FOR QUOTATION

A buy

-----Original Message-----
From: Larry David [mailto:ldavid@rhdistributors.com]
Sent: Tuesday, June 02, 2009 13:42
To: Miles, Vicki M.
Subject: RE: REQUEST FOR QUOTATION

Vicki,

Is this for a bid or buy?

Thanks,
Larry

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Tuesday, June 02, 2009 10:38 AM
To: Larry David
Subject: RE: REQUEST FOR QUOTATION

-----Original Message-----
From: Miles, Vicki M.
Sent: Tuesday, June 02, 2009 13:06
To: Miles, Vicki M.; Sales
Subject: RE: REQUEST FOR QUOTATION

Could I please have the status on this quotation please.

-----Original Message-----
From: Miles, Vicki M.
Sent: Friday, May 29, 2009 13:26
To: 'Sales'
Subject: REQUEST FOR QUOTATION

Good afternoon,

Could you please quote me on the attached list. I will be in the office today until 4 if you have any questions.

Vr
Vicki Miles, Code 251732
Contracting Officer
301 757-9720 work
301 757-8959 fax

Attachment No. 17-1

Schornstein, Sherri (USADC)

Subject: CLARIFICATION

-----Original Message-----
From: Larry David [mailto:ldavid@rhdistributors.com]
Sent: Wednesday, June 10, 2009 17:47
To: Miles, Vicki M.
Subject: RE: CLARIFICATION

Vicki,

I am not buying these parts from a reseller. My suppliers are actual contract mfr's who have the parts I quoted you as excess inventory, I.E- parts that were left over after their production ended. The quantity quoted is the minimum they will sell.

Thanks,
Larry

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Wednesday, June 10, 2009 2:38 PM
To: Larry David
Subject: RE: CLARIFICATION

I also noticed that you doubled the quantity of 3 of the items. Is that a quantity discount? If so what is the cost if I only get the amounts I asked for in the RFQ?

Vr
Vicki Miles

-----Original Message-----
From: Larry David [mailto:ldavid@rhdistributors.com]
Sent: Tuesday, June 09, 2009 16:10
To: Miles, Vicki M.
Subject: RE: CLARIFICATION

Hi Vicki,
I only buy parts directly from military defense contractors and oem's. I am at the mercy of what they paid for the parts and the MOQ is imposed by them. I will pay for the shipping for you. I don't compete with other vendors because I have no idea where they are buying the parts and if they are trustworthy in general. My customers come to me when quality is there main consideration.

Thanks,
Larry

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Tuesday, June 09, 2009 1:03 PM
To: Larry David
Subject: CLARIFICATION

Larry,

I wanted to clarify that I was quoted correctly for Part No. 5962-8871902MXA and 3656AG. The quoted cost is extremely high in comparison to other companies. I also noticed that you doubled the quantity of 3 of the items. Is that a quantity discount? If so what is the cost if I only get the amounts I asked for in the RFQ? I would also need an estimated amount for shipping costs included in the quotation.

Thanks

Vicki Miles

-----Original Message-----
From: Larry David [mailto:ldavid@rhdistributors.com]
Sent: Tuesday, June 02, 2009 14:22
To: Miles, Vicki M.
Subject: RE: REQUEST FOR QUOTATION

Here you go Vicki, I look forward to your PO

Thanks,
Larry

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Tuesday, June 02, 2009 10:46 AM
To: Larry David
Subject: RE: REQUEST FOR QUOTATION

A buy

-----Original Message-----
From: Larry David [mailto:ldavid@rhdistributors.com]
Sent: Tuesday, June 02, 2009 13:42
To: Miles, Vicki M.
Subject: RE: REQUEST FOR QUOTATION

Vicki,

Is this for a bid or buy?

Thanks,
Larry

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Tuesday, June 02, 2009 10:38 AM
To: Larry David
Subject: RE: REQUEST FOR QUOTATION

-----Original Message-----
From: Miles, Vicki M.
Sent: Tuesday, June 02, 2009 13:06
To: Miles, Vicki M.; Sales
Subject: RE: REQUEST FOR QUOTATION

Could I please have the status on this quotation please.

-----Original Message-----
From: Miles, Vicki M.
Sent: Friday, May 29, 2009 13:26
To: 'Sales'
Subject: REQUEST FOR QUOTATION

Good afternoon,

Could you please quote me on the attached list. I will be in the office today until 4 if you have any questions.

Vr
Vicki Miles, Code 251732
Contracting Officer
301 757-9720 work
301 757-8959 fax

Attachment No. 17-2

Schornstein, Sherri (USADC)

-----Original Message-----
From: Ben Moore [mailto:BMoore@mvpmicro.com]
Sent: Monday, June 29, 2009 16:37
To: Miles, Vicki M.
Cc: Phil Cheng
Subject: RE: Po?

Hi Vicki,

Thank you for the order..Question for you. There are several MFRS for these parts, do they have to be exactly the same MFR? Part number should be the focus as the mfr is always changing as companies are being bought and sold.

Thanks,
Ben

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Monday, June 29, 2009 10:08 AM
To: Ben Moore
Subject: RE: Po?

The payment will be invoiced through Wide Area Workflow (WAWF).

-----Original Message-----
From: Ben Moore [mailto:BMoore@mvpmicro.com]
Sent: Monday, June 29, 2009 12:25
To: Miles, Vicki M.
Subject: RE: Po?

Hi Vicki,
Received your PO, are the payment terms Credit Card?

Thanks,
Ben

-----Original Message-----
From: Miles, Vicki M. [mailto:Vicki.Miles@navy.mil]
Sent: Monday, June 29, 2009 6:05 AM
To: Ben Moore
Subject: RE: Po?

I faxed the copy of the PO to you. Can you please sign it and return to me by fax at 301 757-8959.

-----Original Message-----
From: Ben Moore [mailto:BMoore@mvpmicro.com]
Sent: Friday, June 26, 2009 16:25
To: Miles, Vicki M.
Subject: Po?

Hi Vicki,

I never received your PO? Please advise if it has been sent already?

Thanks,

Benjamin Moore

- Executive Sales

Site Logocid:image002.jpg@01C6E253.A09BDD10

17332 Von Karman Ave

Suite 110

Irvine, CA 92614

Direct Line: (949) 265-9065
Fax: (949) 271-2346

E-Mail:bmoore@mvpmicro.com

Visit us online!!!

http://www.mvpmicro.com <http://www.mvpmicro.com/>

Attachment No. 17-3

MVP MICRO

MVP Micro
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (949) 265-9060
Fax: (949) 271-2346

Invoice6063

Invoice Date: 7/14/2009
Sales Order #: 6859
Ordered Date: 6/29/2009

Bill To:

DFAS COLUMBUS
CENTER/Entitlement Operations
PO BOX 182381
Columbus, OH 43218-2381,
Phone: (301) 757-9720
Fax: (301) 757-8959

Ship To:

Commander, Naval Sea Systems Command
Att: Richard Ehrle C/O Scott White, Navair Proto
1333 Isaac Hull Ave, SE
Washington Navy Yard, DC , USA

PO #:	Ship Via:	Account#:	Sales Rep:	Ordered By:	Terms:
N00421-09-P-0444	UPS Ground		Ben Moore	Vicki Miles	Net 30

Ref#	Part Number/Description	Mfg	Qty Ord	Qty Ship	Unit Price	Ext Price
6063-1	**LM10H/883C** MFR: MICROCIRCUIT Lot Code: NA Date Code: 8830, 8736	MICIRC	5	5	$ 59.00	$ 295.00
6063-2	**JM38510/11302BEA** MFR: ANALOGDEVICES Lot Code: 8B9932A Date Code: 9932	ANALOG	10	10	$ 33.00	$ 330.00
6063-3	**JM38510/32502BRA** MFR: TI (PHILIPPINES) INC. Lot Code: NA Date Code: 8433	TI (PH	10	10	$ 37.89	$ 378.90
6063-4	**5962-8871902MXA** MFR: AD Lot Code: NA Date Code: 9821	AD	1	1	$ 629.00	$ 629.00
6063-5	**AD664TD-BIP/883B** MFR: AD Lot Code: NA Date Code: 9522	AD	1	1	$ 510.00	$ 510.00
6063-6	**3656AG** MFR: TI (PHILIPPINES) INC. Lot Code: AAB3118 Date Code: 0445	TI (PH	2	2	$ 499.00	$ 998.00
6063-7	**SMJ34020AGBM40** MFR: TI (PHILIPPINES) INC. Lot Code: NA Date Code: 0013	TI (PH	1	1	$ 720.00	$ 720.00

MVP MICRO

MVP Micro
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (949) 265-9060
Fax: (949) 271-2346

Invoice6063

Invoice Date: 7/14/2009
Sales Order #: 6859
Ordered Date: 6/29/2009

Bill To:

DFAS COLUMBUS
CENTER/Entitlement Operations
PO BOX 182381
Columbus, OH 43218-2381,
Phone: (301) 757-9720
Fax: (301) 757-8959

Ship To:

Commander, Naval Sea Systems Command
Att: Richard Ehrle C/O Scott White, Navair Proto
1333 Isaac Hull Ave, SE
Washington Navy Yard, DC , USA

PO #:	Ship Via:	Account#:	Sales Rep:	Ordered By:	Terms:
N00421-09-P-0444	UPS Ground		Ben Moore	Vicki Miles	Net 30

Ref#	Part Number/Description	Mfg	Qty Ord	Qty Ship	Unit Price	Ext Price
6063-8	**JM38510/65705BRA** MFR: TI (PHILIPPINES) INC. Lot Code: NA Date Code: 0022	TI (PH	10	10	$ 37.89	$ 378.90

TRACKING: 1Z168VE60351547280
WEIGHT: 3 H x W x D: 24 x 12 x 12 BOXES: 1

All claims must be reported within 30 days of Invoice Date. MVP Micro Inc. reserves the right to charge the buyer all costs of collection, including reasonable attorney's fees and court costs, for any invoice 30 days over the stated terms due date.

Tax:	**0.00%**	**$ 0.00**
	S & H:	**$ 7.18**
	Order Total:	**$ 4,246.98**

Attachment No. 17-4

MVP MICRO™

CERTIFICATE OF CONFORMANCE

To: VICKI MILES
From: JASON ALLEN

Item Number: LM10H/883C
Part Number: LM10H/883C
Purchase Order No.: N00421-09-P-0444
Quantity: 5

CERTIFICATE OF CONFORMANCE: It is hereby certified that all materials shipped on our purchase order conform to the applicable military and/or commercial specifications. Test reports or material certifications for this material are on file with us or with our suppliers, and may be examined at any reasonable time to verify conformance of the material with applicable requirements. All returns must be authorized by our sales department within 35 days of invoice date. On returns to our facility no credit can or will be allowed for items damaged in transit, shortage or shipment errors. All claims for shortage, damage or shipment errors must be made within 7 working days after receipt of shipment. Our liability shall be limited to the invoiced value of the materials or its replacement. A service charge of 1 1/2% (an annual rate of 18%) may be charged on all invoices past due and reasonable collect or attorney's fees, if necessary.

Quality Representative Signature: _____ Date: 07/14/09

Quality Representative Name: JASON ALLEN
(Please Print)

MVP MICRO™

CERTIFICATE OF CONFORMANCE

To: VICKI MILES
From: JASON ALLEN

Item Number: 5962-8871902MXA
Part Number: 5962-8871902MXA
Purchase Order No.: N00421-09-P-0444
Quantity: 1

CERTIFICATE OF CONFORMANCE: It is hereby certified that all materials shipped on our purchase order conform to the applicable military and/or commercial specifications. Test reports or material certifications for this material are on file with us or with our suppliers, and may be examined at any reasonable time to verify conformance of the material with applicable requirements. All returns must be authorized by our sales department within 35 days of invoice date. On returns to our facility no credit can or will be allowed for items damaged in transit, shortage or shipment errors. All claims for shortage, damage or shipment errors must be made within 7 working days after receipt of shipment. Our liability shall be limited to the invoiced value of the materials or its replacement. A service charge of 1 1/2% (an annual rate of 18%) may be charged on all invoices past due and reasonable collect or attorney's fees, if necessary.

Quality Representative Signature: _____ Date: 07/14/09

Quality Representative Name: JASON ALLEN
(Please Print)

MVP MICRO™

CERTIFICATE OF CONFORMANCE

To: VICKI MILES
From: JASON ALLEN

Item Number: AD664TD-BIP/883B
Part Number: AD664TD-BIP/883B
Purchase Order No.: N00421-09-P-0444
Quantity: 1

CERTIFICATE OF CONFORMANCE: It is hereby certified that all materials shipped on our purchase order conform to the applicable military and/or commercial specifications. Test reports or material certifications for this material are on file with us or with our suppliers, and may be examined at any reasonable time to verify conformance of the material with applicable requirements. All returns must be authorized by our sales department within 35 days of invoice date. On returns to our facility no credit can or will be allowed for items damaged in transit, shortage or shipment errors. All claims for shortage, damage or shipment errors must be made within 7 working days after receipt of shipment. Our liability shall be limited to the invoiced value of the materials or its replacement. A service charge of 1 1/2% (an annual rate of 18%) may be charged on all invoices past due and reasonable collect or attorney's fees, if necessary.

Quality Representative Signature: _____ Date: 07/14/09

Quality Representative Name: JASON ALLEN
(Please Print)

MVP MICRO™

CERTIFICATE OF CONFORMANCE

To: VICKI MILES
From: JASON ALLEN

Item Number: 3656AG
Part Number: 3656AG
Purchase Order No.: N00421-09-P-0444
Quantity: 2

CERTIFICATE OF CONFORMANCE: It is hereby certified that all materials shipped on our purchase order conform to the applicable military and/or commercial specifications. Test reports or material certifications for this material are on file with us or with our suppliers, and may be examined at any reasonable time to verify conformance of the material with applicable requirements. All returns must be authorized by our sales department within 35 days of invoice date. On returns to our facility no credit can or will be allowed for items damaged in transit, shortage or shipment errors. All claims for shortage, damage or shipment errors must be made within 7 working days after receipt of shipment. Our liability shall be limited to the invoiced value of the materials or its replacement. A service charge of 1 1/2% (an annual rate of 18%) may be charged on all invoices past due and reasonable collect or attorney's fees, if necessary.

Quality Representative Signature: _____ Date: 07/14/09

Quality Representative Name: JASON ALLEN
(Please Print)

MVP MICRO™

CERTIFICATE OF CONFORMANCE

To: VICKI MILES
From: JASON ALLEN

Item Number: SMJ34020AGBM40
Part Number: SMJ34020AGBM40
Purchase Order No.: N00421-09-P-0444
Quantity: 1

CERTIFICATE OF CONFORMANCE: It is hereby certified that all materials shipped on our purchase order conform to the applicable military and/or commercial specifications. Test reports or material certifications for this material are on file with us or with our suppliers, and may be examined at any reasonable time to verify conformance of the material with applicable requirements. All returns must be authorized by our sales department within 35 days of invoice date. On returns to our facility no credit can or will be allowed for items damaged in transit, shortage or shipment errors. All claims for shortage, damage or shipment errors must be made within 7 working days after receipt of shipment. Our liability shall be limited to the invoiced value of the materials or its replacement. A service charge of 1 1/2% (an annual rate of 18%) may be charged on all invoices past due and reasonable collect or attorney's fees, if necessary.

Quality Representative Signature: _____ Date: 07/14/09

Quality Representative Name: JASON ALLEN
(Please Print)

Attachment No. 17-5

From: Thomas, Ken (Legal) [kenthomas@ti.com]
Sent: Thursday, August 06, 2009 5:29 PM
To: Schornstein, Sherri (USADC);
Cc:
Subject:

Sherri
I wanted to clarify TI's findings regarding the 3656AG device referenced below. Based on TI's review of the images you provided of the suspect devices, TI believes that the device is counterfeit because numerous markings on the face of the device are not proper for a legitimate 3656AG device bearing the "0445" date code. Please see the bullet points TI provided in the e-mail below for the specific discrepancies.

Please let me know if you have any questions.

Regards,

Kenneth M. Thomas
Legal Counsel
Texas Instruments Incorporated
7839 Churchill Way, MS 3999
Dallas, Texas 75251

Office: (972) 917-4436
Mobile: (469) 773-8846
Fax: (972) 917-4418

TEXAS INSTRUMENTS

From: Thomas, Ken (Legal)
Sent: Tuesday, August 04, 2009 6:16 PM
To:
Cc:
Su

Sherri

Attached is the information that I received from our QA experts regarding the parts images you sent to TI on July 23rd. Here is the summary:

(1) **3656AG** - This device is a commercial grade device. We have seen many counterfeits of this device family. Leslie Purpura, one of our quality experts for this product line, believes that this device is likely counterfeit (see the attached e-mail). Here are the reasons:

- The unit is showing marking of the date code ("0445") and lot number ("AAB3118") sideways. The sideways marking of the date code and partial lot number was discontinued in 1995 and was changed to marking them under the part name. The "0445" date code on the device indicates a manufacture date of the 45th week of 2004, which is long after TI stopped marking the date code and lot code vertically.
- The model code “AAB” (in the lot code) does not match the spec for the 3656 devices. The correct model code should be AAV.
- The device is showing the words “Burr-Brown” – this was removed in the early 90’s (recall that the date code on the suspect device indicates manufacture in the 45th week of 2004)part reflects 2004 week 45.
- Unit reflects the word “USA” – this was removed in May of 2004 (last date code for that would have

been 0423).

(2) **JM38510/32502BRA** - This is a military grade device. According to Richard Biddle, the part is too old to validate its authenticity, but the part markings generally look correct. TI is not able to verify this device as a counterfeit (see attached Word Doc).

(3) **JM38510/65705BRA** - This is a military-grade device. According to Richard Biddle, the product date code printed on the device is in TI's product tracking system and the part markings appear to be correct. TI is not able to verify this device as a counterfeit (see attached Word Doc).

(4) **SMJ34020AGBM40** - This is a military-grade device. According to Richard Biddle, the date code printed on the device was not found in TI's product tracking system. Also, the materials from which the device was manufactured to not appear to be correct for this device. Richard believes that this is actually a TI commercial-grade device remarked as a military-grade device (i.e., we would classify this device as a counterfeit). (see attached Word Doc and PDF report).

Please let me know if you need anymore information regarding these parts.

I have not yet heard back from the QA folks regarding the photos that sent to TI on 7/31. I will get you that info as soon as possible.

Regards,
Ken

Kenneth M. Thomas
Legal Counsel
Texas Instruments Incorporated
7839 Churchill Way, MS 3999
Dallas, Texas 75251

Office: (972) 917-4436
Mobile: (469) 773-8846
Fax: (972) 917-4418

Texas Instruments

TEXAS INSTRUMENTS

12500 TI Boulevard
Dallas, Texas 75243
CAGE Code: 01295

Verification of Authenticity of Texas Instruments Product

TI Report #:	283545-1	**TI Report Date:**	07/23/2009
TI Device Type:	SMJ34020AGBM40	**Quantity Returned:**	1

Customer Contact Information

Customer Name :	U.S. Department of Homeland Security Immigration and Customs Enforcement	**Customer Ref #:**	FPF 2009540100016001 Line Item# S-001
Customer Location:	Washington D.C.	**Contact Phone:**	703-675-9070
Customer Contact:	Misty Price	**Contact Email:**	misty.price@dhs.gov

Device Source (Purchased From)

Company Name:	Not Reported	**Contact Name:**	Not Reported
Address:	Not Reported	**Contact Phone:**	Not Reported
Website:	Not Reported	**Contact Email:**	Not Reported
Date Received:	Not Reported	**Quantity Received:**	Not Reported
TI C-of-C:	Not Reported	**TI Labels:**	Not Reported
TI Sales Order:	Not Reported	**TI Box / Bag:**	Not Reported

Device Information

Unit ID	Lot Trace Code / Lot Date Code	Top Side Marking	Bottom Side Marking
1	0013B	[TI LOGO] 5DBE 0013B TAIWAN Q 5962-9162304MXA SMJ34020AGBM40	none

Customer Problem Description:

1. Customer submitted one unit with a request to determine authenticity of the device.

TI Verification Results:

1. Marking format is approximetly correct for a device of this vintage.
2. Marked datecode "0013B" was not found in the TI system.
3. Unit was found to have gold-plated leads. The "A" suffix on the marked DSCC Standard Microcircuit Drawing Number, "5962-9162304MXA" denotes this as a solder dipped part.
4. Internally the die (silicon chip) was found to be of TI manufacture.

Disposition:

1. This device should be considered suspect, most probably a commercial grade TI device with altered markings.

Approval and Disclaimers:

Counterfeit devices pose a significant threat to the end user. While poor counterfeits are often relatively easy to detect, the better counterfeits can find their way into fielded applications. This is especially true of recycled board pulls represented as new. Use of these devices creates the very real possibility of mission failures, property damage, and loss of human life.

For several very important reasons, Texas Instruments strongly encourages our customers to purchase TI parts either directly from TI or from Authorized TI Distributors. TI recognizes that customers require a trustworthy source of TI components - a source you can count on. TI'S strong network of Authorized Distributors has been carefully selected to assure their ability to provide the very best business and technical support.

Sincerely,

S. Richard Biddle
Reliability Engineering Manager
HiRel, Defense, and Aerospace Products
Phone: 903-868-6461
FAX: 903-868-6245
Email: s-biddle@ti.com

Attachment No. 17-6

Facts:

- PROMIS prods was created October 13, 1997.
- The date code of the affected unit is 9821 which means that the affected unit should capture the format defined in 1997.
- The brand format is different (PROMIS without ANALOG DEVICES on first two lines).
- The brand format was modified only last March 13, 2002 to include the ANALOG DEVICES on the first two lines.

BRAND FORMAT SINCE PRODS CREATION

13-OCT-1997 12:08

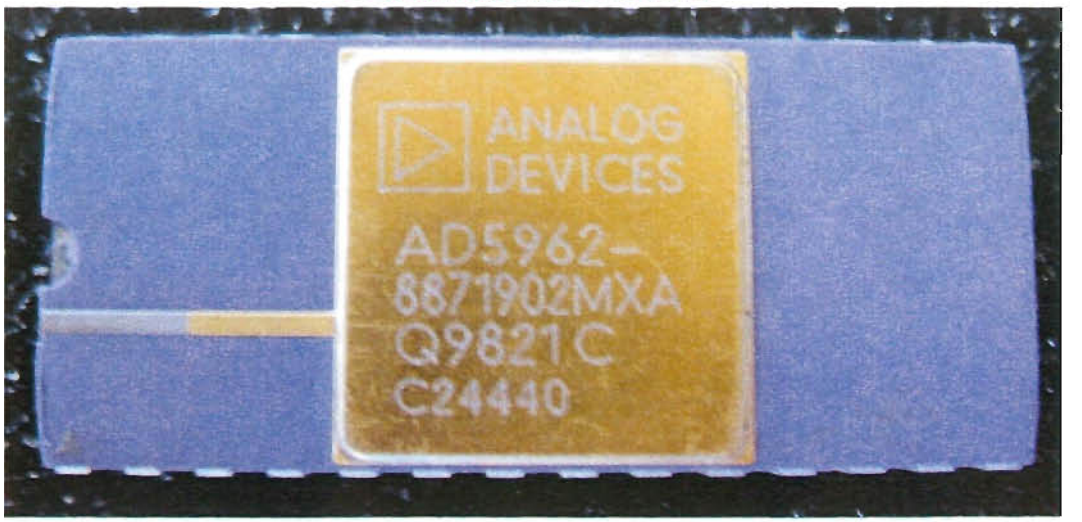
```
$A101TOPBRAND1 STRING LOGO
$A102TOPBRAND2 STRING AD5962-
$A103TOPBRAND3 STRING 8871902MXA
$A104TOPBRAND4 STRING Q DATECODE LOT SUFFIX
```

CURRENT BRAND FORMAT

13-MAR-2002 10:39

```
$A101TOPBRAND1 STRING [LOGO]ANALOG
$A102TOPBRAND2 STRING [LOGO]DEVICES
$A103TOPBRAND3 STRING AD5962-
$A104TOPBRAND4 STRING 8871902MXA
$A105TOPBRAND5 STRING Q [D.C.][LOT SUFFIX]
$A106TOPBRAND6 STRING [ASSY LOT#]
```

Counterfeit Unit



Conclusion: Based from the information gathered this is not a legitimate ADI part.

Attachment No. 17-7

Facts:

- PROMIS prods was first created October 10, 1997.
- The date code of the affected unit is 9522.
- The brand format is different since prods creation (PROMIS without ANALOG DEVICES on line 1&2, no ESD triangle, C on line 4 and no assembly lot number on line 6).
- The brand format was modified only last November 28, 2001 to include the ANALOG DEVICES on the first two lines, slash (/) on 883B and assembly lot number.
- The affected unit had an identical format on the current brand format except for the ESD triangle and C on the fourth line.
- The font that is being used on ADI legitimate parts is different than the font used on affected unit.

BRAND FORMAT SINCE PRODS CREATION

10-OCT-1997 16:41

```
$A101TOPBRAND1   STRING   LOGO
$A102TOPBRAND2   STRING   AD664TD-BIP
$A103TOPBRAND3   STRING   883B Q
$A104TOPBRAND4   STRING   DATECODE LOT SUFFIX
```

CURRENT BRAND FORMAT

28-NOV-2001 14:55

```
$TOP1            STRING   [LOGO]ANALOG
$TOP2            STRING   [LOGO]DEVICES
$TOP3            STRING   AD664TD-BIP
$TOP4            STRING   /883B Q
$TOP5            STRING   [D.C.][LOT SUFFIX]
$TOP6            STRING   [ASSY LOT#]
```

Counterfeit Unit

Legitimate ADI Parts

1 **Conclusion:** Based from the information gathered this is not a legitimate ADI part.

ANALOG DEVICES

Attachment No. 18

Labra Inc
17332 Von Karman ave
Suite 110
Irvine, CA 92614

Invoice

Date	Invoice #
4/4/2008	4258

Bill To

Molex Inc.
ATTN: Accounts Payable
2222 Wellington Ct.
Lisle, IL 60532
P: (630) 527-4433 F: (630) 813-~~9932 MARY~~
4377 B:11

Ship To

~~Molex De Mexico~~
Av. de la ~~Productividad~~ Ote #305
45690 ~~Guadalajara Jalisco~~
Mexico
Dongguan Molex Interconnect

S.O. No.	P.O. Number	Terms	Due Date	Rep
4864	4692557	Net 30	5/4/2008	LS

Quantity	Item Code	Description	Price Each	Amount
8,000	BTB12-600SWRG		0.90	7,200.00

tracking #
7993 0268 8905

All claims must be reported within 30 days of invoice date. Labra Electronics reserves the right to charge the buyer all cost of collection, including reasonable attorney's fees and court cost, for any invoice 30 days over the stated terms due date.

Total	$7,200.00
Balance Due	$7,200.00

Discounts: Early Payments
2% in 5 days
1% in 15 days

$7,056.00

Accounting Phone	Fax
949-265-9084	949-250-8707

Attachment No. 18-1

LABRA ELECTRONICS

LABRA ELECTRONICS INC.
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (866) 881-9033
Fax: (949) 271-2346

Invoice #: 4302
Invoice Date: 4/11/2008
Ordered Date: 3/28/2008

Bill To:

Molex
2222 Wellington Ct.
Lisle, IL 60532,
Phone: (630) 527-4377
Fax: (630) 813-4377

Ship To:

Dongguan Molex Interconnect
Unit 17-18, 1/F., Cambridge Plaza
188 San Wan Road
Sheung Shui, N.T. PLANT 1702, Hong Kong

PO #:	Ship Via:	Account#:	Sales Rep:	Ordered By:	Terms:
4692557	Fedex International	2368-6118-0	Mark Barry	Bill Stech	Net 30 Days

Ref#	Part Number/Description	Mfg	Qty Ord	Qty Ship	Unit Price	Ext Price
4302-1	BTB12-600SWRG	ST MIC	14,000	6,000	$ 0.90	$ 5,400.00

TRACKING: 790491312027

All claims must be reported within 30 days of Invoice Date. Labra Electronics reserves the right to charge the buyer all costs of collection, including reasonable attorney's fees and court costs, for any invoice 30 days over the stated terms due date.

Tax:	0.00%	$ 0.00
S & H:		$ 0.00
Order Total:		$ 5,400.00

Attachment No. 19

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
1	4 STAR ELECTRONICS	Domestic	USA-CA	930 Calle Negocio Suite C San Clemente, CA 92673
2	Aaeon Electronics Inc	Domestic	USA-DC	3 Crown Plaza, Hazlet, NJ 07730
3	ABX Engineering	Domestic	USA-CA	880 Hinckley Rd, Burlingame, CA 94010
4	Accusemble Electronics Inc	Domestic	USA-MA	5 Esquire Rd, Billerica, MA 01862
5	ACCUTRONIX	Domestic	USA-AR	P.O. Box 310 476 W Industrial Park Rd, Flippin, Arkansas 72634
6	ACR Electronics, Inc	Domestic	USA-FL	5757 Ravenswood Rd, Ft Lauderdale, FL 33312
7	ACROAMATICS	Domestic	USA-CA	5385 Hollister Ave, Santa Barbara, CA 93111
8	ADDMASTER CORP	Domestic	USA-CA	225 E Huntington Dr, Monrovia, CA 91016
9	Advanced Electronic Components	Domestic	USA-FL	2800 Glades, Weston, FL
10	Advanced Energy	Domestic	USA-CO	1625 Sharp Point Dr, Ft Collins, CO 80525
11	Advanced Interactive Systems	Domestic	USA-WA	665 Andover Park W, Seattle, WA 98188
12	Advanced Semiconductor, Inc	Domestic	USA-CA	7525 Ethel Ave, North Hollywood, CA 91605
13	Advantage Components Inc	Domestic	USA-IL	2240 Oakleaf St, Jolet, IL 60436
14	AED	Domestic	USA-CA	22412 Gilberto, Rancho Santa Margarita, CA 92688
15	Aero Technical Components Inc	Domestic	USA-FL	8601 4th Street North Ste 301, St Petersburg, FL 33702
16	Aerotech Inc	Domestic	USA-PA	101 Zeta Dr, Pittsburgh, PA 15238
17	AESCO Electronics Inc	Domestic	USA-OH	2230 Picton Parkway, Akron, OH 44312
18	AirCell LLC	Domestic	USA-CO	1172 Century Dr Ste 280, Louisville, CO 80027
19	AISLING INDUSTRIES	Domestic	USA-CA	621 East Heil Ave, El Centro, CA 92243
20	Allied Electronics, Inc	Domestic	USA-TX	7151 Jack Newell Blvd S, Forth Worth, TX 76118
21	Allied Motion	Domestic	USA-CO	23 Inverness Way East Ste 150, Englewood, CO 80112
22	Allyn Tool Company	Domestic	USA-CT	162 Maple Street, Ellington, CT 06029
23	Alstom Signaling	Domestic	USA-NY	1025 John Street, West Henrietta, NY 14586
24	AMERICAN ELECTRONIC RESOURCE	Domestic	USA-CA	3505-A Cadillac Ave, Costa Mesa, CA 92626
25	AMERICAN PRICISION ELECT,INC	Domestic	USA-IL	25 W 624 Saint Charles Rd, Carol Stream, IL 60188

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
26	Amest Corporation	Domestic	USA-CA	300394 Esperanza, Rancho Santa Margarita, CA 92688
27	Ananth Technologies Ltd.	Domestic	USA-CA	4340 Stevens Creek Blvd Suite 185, San Jose, CA 95129
28	Aonics Electronics	Domestic	USA-FL	24152 State Rd 54 Suite 2, Lutz, FL 33559
29	APA American Precision Assemblers, Inc	Domestic	USA-IL	120 Rowell Road, Hampshire, IL 60140
30	Applied Technical Services Corporation	Domestic	USA-WA	6300 Merill Creek Pkwy A-100, Everett, CA 98203
31	APT Electronics, Inc	Domestic	USA-CA	241 N Cresent Way, Anaheim, CA 92801
32	Arrow Electronics, Inc.	Domestic	USA-NY	50 Marcus Drive, Melville, NY 11747
33	Ascentron	Domestic	USA-OR	994 Antelope Rd, White City, OR 97503
34	Assembly Plus LLC	Domestic	USA-AZ	1607 W. Whispering Wind Drive, Phoenix, AZ 85085
35	Associated Aircraft Supply Company, Inc	Domestic	USA-TX	6020 Cedar Springs Rd, Dallas, TX 75235
36	Atheros Communications Inc	Domestic	USA-CA	5480 Great America Parkway, Santa Clara, CA 95054
37	ATI America Techma Inc	Domestic	USA-NJ	385 Sylvan Ave. Suite 28, Englewood Cliffs, NJ 07632
38	Atlas-Aero Corporation	Domestic	USA-CT	85 Tremont Street - PO BOX 887, Meriden, CT 06450
39	Auburn Audio Technologies, Inc	Domestic	USA-CA	231 Technology Circle, Scotts Valley, CA 95066
40	Audyssey Laboratories Inc	Domestic	USA-CA	350 S Figueroa St Ste 233, Los Angeles, CA 90071
41	Aura Systems, Inc	Domestic	USA-CA	1310 East Grand Ave, El Segundo, CA 90245
42	Austin Manufacturing Services-Nampa	Domestic	USA-TX	4616 West Howard Ln NorthTech Building 5, Suite 550, Austin, TX 78728
43	Autocue Systems, Inc	Domestic	USA-NC	821 Baxter St, Charlotte, North Carolina 28202
44	Axsys Technologies IR Systems, Inc	Domestic	USA-NH	24 Simon Street, Nashua, NH 03060
45	Bay Technical Associates, Inc	Domestic	USA-PA	515 W Uwchian Ave, Downingtown, PA 19335
46	Baylock's Inc	Domestic	USA-CA	5825 Sunset Drive, Foresthill, CA 95631
47	Bel Power Inc.	Domestic	USA-MA	155 Flanders Road, Westborough, MA 01581
48	Benchmark Electronics	Domestic	USA-TX	3000 Technology Drive, Angleton, TX 77515
49	Big Apple Components Inc	Domestic	USA-CA	12071 Jefferson Blvd, Culver City, CA 90230
50	Big Shine Worldwide, Inc	Domestic	USA-NJ	11 Harristown Rd Ste 104, Glen Rock, NJ 07452

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
51	Bisco Industries, Inc	Domestic	USA-CA	1500 N Lakeview Ave, Anaheim, CA 92807
52	Brandywine Communications	Domestic	USA-CA	1153 Warner Ave, Tustin, CA 92780
53	BRECONRIDGE MANUFACTURING SOLUTIONS	Domestic	USA-CA	2700 North First Street, San Jose, CA 95134
54	C I Innovations	Domestic	USA-CA	24681 La Plaza, Dana Point, CA 92629
55	C&A USA Inc, DBA Ameri-Tek Int'l	Domestic	USA-CA	12362 Beach Boulevard Suite 1, Stanton, CA 90680
56	Cables, Inc	Domestic	USA-WA	3808 N Sullivan Rd Bldg 10, Spokane, WA 99216
57	CarrierAccess	Domestic	USA-IA	1125 Southeast Westbrooke Dr Ste D, Waukee, Iowa 50263
58	CasMed Cas Medical Systems, Inc	Domestic	USA-CT	44 East Industrial Road, J149Branford, Connecticut 06405
59	CBOL CORPORATION	Domestic	USA-CA	8944 Mason Ave, Chatsworth, CA 91311
60	Chang Industry Inc	Domestic	USA-CA	968 Palomares Ave, La Verne, CA 91750
61	Channel Components, Inc	Domestic	USA-FL	1991 5th Ave S, St Petersburg, FL 33712
62	CHIP 1 EXCHANGE	Domestic	USA-CA	30161-C Ave de las Banderas, Rancho Santa Margarita, CA 92688
63	Circuitronics	Domestic	USA-TX	1920 Hurd Dr, Irving, TX 75038
64	Clair Brothers Audio Enterprises, Inc	Domestic	USA-PA	One Clair Blvd, Manheim, PA 17545
65	CMP Display Systems Inc	Domestic	USA-CA	2490 TURQUOISE CIRCLE, NEWBURY PARK, California 91320-1209
66	COAST AIR	Domestic	USA-CA	11134 Sepulveda Boulevard, Mission Hills, CA 91345
67	Co-Ax Technology	Domestic	USA-OH	29401 Ambina Dr, Solon, OH 44139
68	Communications Supply Corp.	Domestic	USA-MN	287 Marschall Rd Ste 205, Shakopee, MN 55379
69	COMPASS ELECTRONICS	Domestic	USA-CA	1505 W. ALTON, Santa Ana, CA 92704
70	Component Trends	Domestic	USA-CA	27142 Burbank, Foothill Ranch, Ca 92610
71	Connector Distribution Corporation	Domestic	USA-CA	2985 E Harcourt St, Rancho Dominguez, CA 90221
72	Connectors Unlimited, Inc	Domestic	USA-OH	20 Elberta Rd, Painesville, OH 44077
73	Contract Purchasing Management, Inc	Domestic	USA-TN	8721 Kingston Pike, Knoxville, TN 37923
74	Corporate Service Supply & Manufacturing	Domestic	USA-NY	1610 Ninth Avenue,Bohemia, NY 11716
75	Cross Components	Domestic	USA-FL	7441 114th Ave Ste 606, Largo, FL 33773

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
76	CS1 Intercompany Account c/o	Domestic	USA-NY	180 Maiden Lane, New York, NY 10038
77	CT Innovations, Inc.	Domestic	USA-MO	635 Trade Center Blvd, Chesterfield, MO 63005
78	CTS Corporation and Subsidaries	Domestic	USA-IN	905 West Blvd North, Elkhart, IN 46514
79	Cubic Worldwide Technical Services	Domestic	USA-CA	9333 Balboa Ave, San Diego, CA 92123
80	Curt Manufacturing Inc	Domestic	USA-WI	6208 Industrial Dr, Eau Claire, WI 54701
81	CyberDisty USA Inc	Domestic	USA-CA	17731 Irvine Blvd Ste 210, Tustin, CA 92780
82	D. Vincent Inc	Domestic	USA-NY	283 Washington Ave, Albany, NY 12206
83	DAC International, Inc	Domestic	USA-TX	6702 McNeil Dr, Austin, TX 78729
84	Dan-Mar Components, Inc	Domestic	USA-CA	11952 CHALLENGER COURT, MOORPARK, CA 93021
85	DAQ ELECTRONICS	Domestic	USA-NJ	262 Old New Brunswick Road, Piscataway, NJ 08854-3756
86	Dataforth	Domestic	USA-AZ	3331 E Hemisphere Loop, Tuscon, AZ 85706
87	Dataprobe	Domestic	USA-NJ	1B Peal Court, Allendale, NJ 07401
88	Demo Systems, LLC	Domestic	USA-CA	379 Science Drive, Moorpark, CA 93021
89	Dependable Component Supply	Domestic	USA-FL	1003 East Newport Center Drive, Deerfield, FL 33442
90	Design Solutions Inc	Domestic	USA-MD	1598 D Whitehall Rd, Annapolis, MD 21409
91	Deva, Inc	Domestic	USA-CA	2651 Dow Ave, Tustin, CA 92789
92	Digi-Key Corporation	Domestic	USA-MN	701 Brooks Ave South, Thief River Falls, MN 56701
93	Ditech Networks	Domestic	USA-CA	825 East Middlefield Rd, Mountain View, CA 94043
94	DotPro Corp.	Domestic	USA-CA	3002 Dow Avenue # 410, Tustin, CA 92780
95	Ducommun Technologies	Domestic	USA-CA	23301 Wilmington Ave, Carson, CA 90745
96	DVC Company	Domestic	USA-TX	10200 Hwy 290 West, Austin, TX 78736
97	Dynamic Instruments, Inc	Domestic	USA-CA	3860 Calle Fortunada, San Diego, CA 92123
98	E. Electronics	Domestic	USA-CA	17191 Armstrong Ave, Irvine, CA 92614
99	EAB Cables, LLC	Domestic	USA-MD	5702 Industry Ln, Frederick, MD 21704
100	EADS North America Defense Test and Services, Inc	Domestic	USA-CA	4 Goodyear, Irvine, CA 92618

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
101	East Coast Electronics Corporation	Domestic	USA-NJ	216 US Highway 206 S, Somerville, NJ 8876
102	Eclipse Electronic Systems, Inc	Domestic	USA-TX	PO Box 831008, Richardson, TX 75083
103	EDS Manufacturing, Inc	Domestic	USA-AZ	765 N Target Range Rd, Nogales, AZ 85621
104	EDX Electronics, Inc	Domestic	USA-FL	1040 Willa Springs Drive, Winter Springs, Florida 32708
105	EGM Elecktronik	Domestic	USA-IL	P.O. BOX 267, Streamwood, IL 60193
106	Electro Enterprises Incorporated	Domestic	USA-OK	3601 N 1-35 Oklahoma City, OK 73111
107	Electrol Co. Inc.	Domestic	USA-PA	PO Box 4651, Lancaster, PA 17604
108	Electronic Direct, Inc	Domestic	USA-NJ	28 West Grand Ave, Montvale, NJ 07645
109	Electronic Expediters, Inc	Domestic	USA-CA	3700 Via Pescador, Camarillo, CA 93012
110	Electronic Source	Domestic	USA-CA	16032 Arminta St, Van Nuys, CA 91406
111	EM2 Technology	Domestic	USA-TX	2101 East St Elmo Rd Ste 100, Austin, TX 78744
112	EMI Technology Phoenix, Inc	Domestic	USA-NM	2200 North Telshor Blvd, Las Cruces, NM 88011
113	Emporium Partners APS	Domestic	USA-NY	100-4 South Jersey Ave, East Setauket, NY 11733
114	EMS	Domestic	USA-CA	2921 Daimler St, Santa Ana, CA 92705
115	Encore Medical LP Master Collection	Domestic	USA-TX	9800 Metric Blvd, Austin, TX 78758
116	Etemco	Domestic	USA-PA	1370 Arcadia Rd, Lancaster, PA 17601
117	Eurotech Inc	Domestic	USA-MD	10260 Old Columbia Rd, Columbia, MD 21046
118	Fair Field Industries Incorporated	Domestic	USA-TX	1111 Gillingham Ln, Sugar Land, TX 77478
119	Flash Electronics	Domestic	USA-CA	4050 Starboard Drive, Fremont, CA 94538
120	Flir Systems, Inc	Domestic	USA-FL	3488 Oakwater Pointe Drive, Orlando, FL 32812
121	Fluke	Domestic	USA-WA	6920 Seaway Blvd, Everett, WA 98203
122	Fortron/Source Corporation	Domestic	USA-CA	23181 Antonio Parkway, Rancho Santa Margarita, CA 92688
123	Freedom Sales and Marketing	Domestic	USA-FL	11225 Challenger Avenue , Odessa, FL J24733556
124	Fusion UV Systems, Inc	Domestic	USA-MD	910 Clopper Rd, Gaithersburg, MD 20878
125	G2 Holdings Corp	Domestic	USA-CA	1941 Lundy Ave, San Jose, CA 95131

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
126	Gemini Electronics, Inc	Domestic	USA-NY	420 Columbus Ave, Valhalla, NY 10595
127	General Dynamics	Domestic	USA-VA	2941 Fairview Park Drive Suite 100, Falls Church, VA 22042-4513
128	Giza Technologies, Inc	Domestic	USA-NJ	600 Meadowlands Parkway Suite 19, Secaucus, NJ 07094
129	Global Comp Southwest, Inc	Domestic	USA-NY	22061 U.S. Hwy 19 N, Clearwater, FL 33765
130	Global Procurement Solutions, Inc	Domestic	USA-SC	1322 Bishop Pine Drive, Ladson, SC 29456
131	Globalwide Electronics Group LLC	Domestic	USA-TX	1530 George Dieter Dr, El Paso, TX 79936
132	Goedecke and Associates	Domestic	USA-CA	32239 Paseo Adelanto, San Juan Capistrano, CA 92675
133	Green Circuits, inc	Domestic	USA-CA	2071 Concourse Drive, San Jose, CA 95131
134	Grumman Inventory Solutions	Domestic	USA-FL	8300 Ulmerton Rd # 134, Largo, FL 33771
135	Hawkeye Components Inc	Domestic	USA-CA	116 TECHNOLOGY DR. SUITE 146, Irvine, CA 92618
136	HONEYWELL	Domestic	USA-NJ	101 Columbia Rd Mailstop - M6/LM, Morristown, NJ 07962
137	HR Textron	Domestic	USA-CA	25200 RYE CANYON RD, VALENCIA, CA 91355
138	Hunter Micro, Kitting & Turnkey LLC	Domestic	USA-CA	1840 Stone Avenue, San Jose, California 95125
139	Hytech Components, Inc	Domestic	USA-CA	141 Industrial Park Rd Ste 304, Henderson, NV 89015
140	I.S.C. Technologies, Inc	Domestic	USA-IL	301 Oak Street, Quincy, IL 62301
141	IBS Electronics Inc.	Domestic	USA-CA	3506-D Lake Center Dr, Santa Ana, CA 92704
142	IC Source Escrow Inc	Domestic	USA-NY	PO Box 5166, Saratoga Springs, NY 12866
143	icoRally	Domestic	USA-CA	2575 East Bayshore Rd, Palo Alto, CA 94303
144	ICx DAQ Electronics inc	Domestic	USA-NJ	262B Old New Brunswick Rd, Piscataway, NJ 08854
145	iKey, LTD	Domestic	USA-TX	2621 Ridgeport Dr Ste 235, Austin, TX 78754
146	Indtec Corp.	Domestic	USA-CA	3348 Paul Davis Dr, Marina, CA 93933
147	Infinera Corporation	Domestic	USA-CA	169 Java Dr, Sunnyvale, CA 94089
148	Infinity Components	Domestic	USA-NH	270 West Road, Portsmouth, NH 03801
149	Inland Empire Components, Inc	Domestic	USA-CA	18277 Pasadena Ave Ste B-100, Lake Elsinor, CA 92530
150	Innova Electronics, LP	Domestic	USA-TX	8383 N Sam Houston Parkway West, Houston, TX 77064

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
151	Inovys Corporation	Domestic	USA-CA	6940 Koll Center Parkway, Pleasanton, CA 94566-3100
152	Interconnect Solutions	Domestic	USA-CA	1651 E St Andrew Place, Santa Ana, CA 92705
153	INTERMETRA CORP	Domestic	USA-FL	10100 NW 116 WAY, SUITE 11, MEDLEY, FLORIDA 33178
154	International Component Technology	Domestic	USA-CA	230 East Dyer Road, Santa Ana, CA 92707
155	Ion Systems, Inc	Domestic	USA-MO	107 Mississippi Ave, Crystal City, MO 63019
156	Irtronix, inc	Domestic	USA-CA	635 Hawaii Ave, Torrance, CA 90503
157	ISIS Surface Mounting	Domestic	USA-CA	2530 Zanker Road, San Jose, CA 95131
158	ITT Corporation	Domestic	USA-NY	1133 Westchester Ave, White Plains, NY 10604
159	ITW Military GSE	Domestic	USA-FL	11001 US Hwy 41 North, Palmetto, FL 34221
160	J.T. Technologies, Inc	Domestic	USA-FL	1865 SW 4th Ave Ste D1, Delay Beach, FL 33444
161	Kiki Holdings, LLC	Domestic	USA-NY	79 Greene St Fl 4 # 4, New York, NY 10012
162	Kimball Electronics Group	Domestic	USA-IN	1600 Royal St GO-149, Jasper, IN 47549
163	Knight Electronics International Inc.	Domestic	USA-FL	3440 Heirloom Rose Place, Oviedo, FL 32766
164	Kontron	Domestic	USA-CA	14118 Stowe Dr, Poway, CA 92064
165	L3 COMMUNICATIONS	Domestic	USA-NY	600 Third Ave, New York, NY 10016
166	Lantek Corporation	Domestic	USA-NJ	770 State Rte 15 South, Lake Hopatcong, NJ 07849
167	Last Mile Gear	Domestic	USA-WA	PO Box 887 1111-11th Ave, Longview, WA 98632
168	Legend Electronics	Domestic	USA-NY	140 Old Saw Mill River Rd S, Hawthorne, NY 10532
169	LH4 Associates, LLC	Domestic	USA-NJ	532 Fellowship Rd, Mount Laurel, NJ 08054
170	Lincoln Electric	Domestic	USA-OH	22801 St. Clair Ave, Cleveland, OH
171	LinTech Components Co.	Domestic	USA-NY	710-8 Union Parkway, Ronkonkoma, NY 11779
172	Logitek Electronic Systems, Inc	Domestic	USA-TX	5622 Edgemoor Drve, Houston, TX 77081
173	Mack Technologies Inc	Domestic	USA-MA	27 Carlisle Rd, Westford, MA 01886
174	Magellan Distribution Corp	Domestic	USA-MA	12 Channel St, Ste 804, Marine Industrial Park, Boston, MA 02210
175	Magellan Technology	Domestic	USA-MA	12 Channel St Ste 804 Marine Industrial Park, Boston, MA 02210

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
176	Malibu Technologies	Domestic	USA-MI	48700 Structural Dr, Chesterfield, MI 48051
177	MARSH ELECTRONICS	Domestic	USA-WI	1563 South 101st Street, Milwaukee, WI 53214
178	Mass Integrated System Inc	Domestic	USA-MA	18 Henry Graf Jr Rd, Newburyport, MA 01950
179	MBDA Missile Systems	Domestic	USA-VA	1300 Wilson Blvd Ste 550, Arlington, VA 22209
180	McDonald Industries Purchasing Services, LTD	Domestic	USA-TX	4275 Kellway Cir Ste 160, Addison, TX 75001
181	McDonald Technologies International, Inc	Domestic	USA-TX	2310 McDaniel Drive, Carrollton, TX 75006
182	Means Engineering, Inc.	Domestic	USA-CA	6155 Corte Del Cedro, Carlsbad, CA 92011
183	MeasurLogic Inc.	Domestic	USA-CO	10235 S Progress Way Unit 1, Parker, CO 80134
184	Medeawiz Corp.	Domestic	USA-CA	933 Canada Ct, City of Industry, CA 91748
185	Micro Analog, Inc	Domestic	USA-CA	1773 Wright Ave, La Verne, CA 91750
186	Microphase Corporation	Domestic	USA-CT	587 Connecticut Ave, Norwalk, CT 06854
187	MISSION RESEARH	Domestic	USA-OH	3975 RESEARCH BLVD, Dayton, OH 45430
188	NBS Design, Inc	Domestic	USA-CA	2950 Patrick Henry Dr, Santa Clara, CA 95054
189	NEA Electronics, Inc	Domestic	USA-CA	9204 Deering Ave, Chatsworth, CA 91311
190	Net Micro Technologies Inc	Domestic	USA-CA	1231 Puerta Del Sol Ste 100, San Clemente CA 92673
191	Net Optics, Inc	Domestic	USA-CA	5303 Betsy Ross, Santa Clara, CA 95054
192	Netsource Technology Inc	Domestic	USA-CA	30032 Aventura, Rancho Santa Margarita, CA 92688
193	Network Sales Distributing LTD	Domestic	USA-CO	2423 N 119th St, Lafayette, CO 80026
194	New Advantage Corporation	Domestic	USA-FL	Metropointe Commerce Park, 10001 16th St. N., St. Petersburg, Fl. 33716
195	NexGen Digital, Inc	Domestic	USA-CA	17791 Fitch Ave, Irvine, CA 92614
196	Nexxus Lighting	Domestic	USA-NC	124 Flyod Smith Dr Ste 300, Charlotte, NC 28262
197	Northeimer Manufacturing, Inc	Domestic	USA-PA	2670 Leisczs Bridge Road # 500, Leesport, PA 19533
198	NSC North Shore Components, Inc	Domestic	USA-NY	9 Sawgrass Drive, Bellport, NY 11713
199	NuFlo Measurement Systems	Domestic	USA-TX	14450 John F Kennedy Blvd, Houston, TX 77032
200	Olson Technology	Domestic	USA-CA	24926 Highway 108, Sierra Village, CA 95346

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
201	Opengear, Inc.	Domestic	USA-UT	630 West 9560 South Suite A, Sandy, UT 84070
202	Orange County Airport	Domestic	USA-NY	500 Dunn Road, Montgomery, NY 12549
203	Orbit Systems, Inc	Domestic	USA-MN	860 Blue Gentian Rd Ste 265, Eagan, MN 55121
204	Ordermatic Electronics Corp.	Domestic	USA-OK	PO Box 25463, Oklahoma City, OK 73125
205	OSI Security Devices	Domestic	USA-CA	1580 Jayken Way, Chula Vista, California 91911
206	Outlook Technology, Inc	Domestic	USA-IL	7257 W. Touhy, Suite 201, Chicago, Illinois 60631
207	Oxygen Electronics LLC	Domestic	USA-NY	56 Lafayette Ave, White Plains, NY 10603
208	PACIFIC CIRCUIT ASSEMBLY INC	Domestic	USA-CA	2043 Zanker Road, San Jose, CA 95131
209	PBB Global Logistics	Domestic	USA-NY	670 Young Street, P.O. Box 950, Tonawanda, New York, 14213-0950
210	Peninsula Avionics	Domestic	USA-FL	14229 SW 127 Street Tamiami Airport, Miami, FL 33186
211	Pesa Switiching Systems	Domestic	USA-AL	103 Quality Circle Ste 210, Huntsville, AL 35806
212	Plexus Corp	Domestic	USA-WI	55 Jewelers Park Drive PO BOX 156, Neenah, WI 54957
213	Polycom, Inc	Domestic	USA-CA	4750 Willow rd, Pleasanton, CA 94588
214	Power One, Inc.	Domestic	USA-CA	740 Calle Piano, Camarillo, CA 93012
215	Powermas Inc.	Domestic	USA-MD	8510 Cedar Street, Silver Spring, MD 20910
216	Pride Industries	Domestic	USA-CA	10030 Foothills Blvd, Roseville, CA 95747
217	Prime Measurement Products	Domestic	USA-CA	900 Turnbull Canyon Road, City Of Industry, CA 91745
218	Probelt Corp.	Domestic	USA-CO	5086 Cottonwood Drive, Boulder, CO 80301
219	Quality Circuit Assembly, Inc	Domestic	USA-CA	1709 Junction Court Unit 380, San Jose, CA 95112
220	Qual-Pro Corporation	Domestic	USA-CA	18510 South Figueroa St, Gardena, CA 90248
221	Qualtech Applied Engineering, Corp	Domestic	USA-CA	3232 S Fairview St, Santa Ana, California 92704
222	QUALTECH BACKPLANE INC.	Domestic	USA-CA	2649 Campus Dr, Irvine, CA 92612
223	QUANTRONIC	Domestic	USA-MN	8300 89 Ave N Brooklyn Park, MN 55445
224	Quest Components, Inc	Domestic	USA-CA	250 Turnbull Canyon Rd, Industry, CA 91745
225	Quik-Pak	Domestic	USA-CO	922 Phay Ave PO BOX 470, Canon City, CO 81215

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
226	Rabbit Semiconductor, Inc	Domestic	USA-CA	2900 Spafford St, Davis, CA 95618
227	Ran Technologies, Inc	Domestic	USA-TX	10710Fallstone Rd, Houston, TX 77099
228	Rapid PCB Development, LLC	Domestic	USA-TX	901 Barton Springs Road, One Barton Oaks #300, Austin, 78704
229	RAYTHEON	Domestic	USA-MA	870 Winter Street, Waltham, MA 02451-1449
230	Redwood Electronic Supply Team	Domestic	USA-CA	700 Comstock St, Santa Clara, CA 95054
231	Regal Beloit electric Motors Inc.	Domestic	USA-WI	200 State Street, Beloit, WI 53511 6254
232	Reliability Power Inc	Domestic	USA-CA	23181 Antonio Pkwy, Rancho Santa Margarita, CA 92618
233	Richard V. Abdoo, Abdoo Organ Services	Domestic	USA-MI	17423 Francavilla, Livonia, MI 48152
234	Rockwell Collins, Inc.	Domestic	USA-IA	Cedar Rapids, IA
235	Ronan Engineering Company	Domestic	USA-MD	10940 Beaver Dam Rd, Hunt Valley, MD 21030
236	S.W. Electronics & Mfg. Corp.	Domestic	USA-NJ	1215 N Church St, Moorestown, NJ 08057
237	Schlumberger Technology Corporation	Domestic	USA-TX	300 Schlumberger Drive, Sugar Land, TX 77478-3155
238	Science Applications International Corp.	Domestic	USA-VA	1710 SAIC Drive, McLean, VA 22102
239	SEA VIEW TECHNOLOGIES INC	Domestic	USA-NH	22 Industrial Drive, Exeter, NH 03833
240	Secure Communication Systems	Domestic	USA-CA	1740 E Wilshire Ave, Santa Ana, CA 92705
241	SeekTech, Inc	Domestic	USA-CA	3855 Ruffin Rd, San Diego, CA 92123
242	Semistone Inc	Domestic	USA-GA	10984 Taconic Way, Duluth, GA 30097
243	SenDec Corporation	Domestic	USA-NY	72 Perinton Parkway, Fairport, NY 14450
244	Serenity Electronics, Inc	Domestic	USA-NY	60 Firemens Way, Poughkeepsie, NY 12603
245	Sew-Forth Inc	Domestic	USA-CA	1075 S Vail Avenue, Montebello, CA 90640
246	Sherman Assembly Systems	Domestic	USA-TX	702 South Santa Rosa, San Antonio, TX 78204
247	Sierra Nevada Corporation	Domestic	USA-NV	444 Salomon Cir, Sparks, NV 89434
248	SigmaTron International Inc.	Domestic	USA-IL	2201 Landmeier Rd, Elk Grove Village, IL 60007
249	Smart Modular Technologies	Domestic	USA-CA	39870 Eureka Dr, Newark CA 94560
250	Smith & Associates	Domestic	USA-TX	5306 Hollister Houston, TX 77040

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
251	SMT Dynamics, LLC	Domestic	USA-CA	3701 E Miraioma Ave, Anaheim, CA 92808
252	Solectron	Domestic	USA-CA	847 Gibraltar Drive, Building 5, Milpitas, CA 95035
253	Sound Technologies, Inc	Domestic	USA-IN	310 Commerce Square, Michigan City, IN 46360
254	Specialty Parts and Electronic Components Inc	Domestic	USA-TX	313 West Sunchase Dr, Granbury, TX 76049
255	Standard Electronics Corp.	Domestic	USA-PA	125 Noble Street , Norristown,PA 19401
256	Stockpile Electronics Inc	Domestic	USA-NY	1490 William Floyd Pkwy # 7, Shirley, NY 11967
257	Stratalight Communications	Domestic	USA-CA	151 Albright Way, Los Gatos, CA 95032
258	Strategic Sales	Domestic	USA-NJ	27 Horseneck Road, Suite 1E, Fairfield, NJ 07004
259	Surf Electronics Inc	Domestic	USA-NJ	259 Prospect Plains Rd # K, Cranbury, NJ 08512
260	System Industrie Electronic USA, Inc	Domestic	USA-FL	3149 Skyway Circle, Melbourne, FL 32934
261	T & T Electronics, Inc	Domestic	USA-MN	7308 Aspen Lane N # 118, Minneapolis, MN 55428
262	Tactronics Group International, LLC	Domestic	USA-NY	10 Pinehurst Dr, Bellport, NY 11713
263	Tektronix	Domestic	USA-OR	14200 SW Karl Braun Drive PO BOX 500, Beaverton, OR 97077
264	Telco Solutions	Domestic	USA-GA	6040 Unity Dr Ste E, Norcross, GA 30071
265	Telecom Enterprises, Inc	Domestic	USA-GA	104 Corperate Park East Court, LaGrange, GA 30240
266	TELEDYNE CONTROLS	Domestic	USA-CA	504 Continental Blvd, El Segundo, CA 90245
267	Teledyne Leeman Labs	Domestic	USA-NH	6 Wentworth Dr, Hudson, NH 03051
268	Teledyne RD Instruments, Inc	Domestic	USA-CA	14020 Stowe Dr, Poway, CA 92064
269	Teledyne Wireless Inc	Domestic	USA-CA	1274 Terra Bella Ave, Mountain View, CA, 94043
270	Teletronics	Domestic	USA-FL	2150 Whitfield Industrial Way, Sarasota, FL 34243
271	TeligentEMS, LLC	Domestic	USA-FL	102 Technology Way, Havana, FL 32333
272	Teltronics	Domestic	USA-FL	2511 Corporate Way, Palmetto, FL 34221
273	Ten X Technology, Inc.	Domestic	USA-TX	13091 Pond Springs Rd Ste 200 B, Austin, TX 78729
274	The Bernd Group, inc	Domestic	USA-FL	1251 Pinehurst Rd, Dunedin, FL 34698
275	The Von Corporation	Domestic	USA-AL	PO Box 110096, 1038 Lomb Ave SW, Birmingham, AL 35211

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
276	TM Systems II, Inc	Domestic	USA-NY	2200 Smithtown Avenue, Ronkonkoma, NY 11779
277	TMI Global	Domestic	USA-NH	9 Porst Rd, Portsmouth, NH 03801
278	Tower Electronics	Domestic	USA-WI	PO Box 12631, Green Bay, WI 54307
279	Transpac Technology Inc.	Domestic	USA-CO	8484 Castaway Dr, Windsor, CO 80528
280	Trantronics, Inc	Domestic	USA-CA	1822 Langley Ave, Irvine, CA 92614
281	Tru-Tronics Intl.	Domestic	USA-NV	4040 East Lone Mt Rd Ste D, Las Vegas, NV 89081
282	TS3	Domestic	USA-TN	1870 General George Patton Dr, Franklin, TN 37067
283	TT Electronics Optek Technology	Domestic	USA-TX	1645 Wallace Drive, Carrollton, Texas 75006
284	TTM Technologies	Domestic	USA-CA	234 Cashman Dr, Chippewa Falls, WI 57929
285	Turin Networks (now Force10)	Domestic	USA-CA	350 Holger Way, San Jose, CA 95134
286	Tyrone Trading	Domestic	USA-MN	315 7th Ave N, Minneapolis, MN 55401
287	U S Micro Tech Inc	Domestic	USA-CA	252 North Wolfe Rd, Sunnyvale, CA 94085
288	U1 Gaming	Domestic	USA-MT	55 Timberline Dr Ste 6, Bozeman, MT 59718
289	UniQuip	Domestic	USA-FL	6401 Congress Avenue #100, Boca Raton, FL 33487-2841
290	UPS Supply Chain Solutions, Inc	Domestic	USA-GA	12380 Morris Road, Alpharetta, GA 30005
291	VC Technology Inc	Domestic	USA-FL	15250 Flight Path Dr, Brooksville, FL 34604
292	Veris Industries	Domestic	USA-OR	16640 SW 72nd Ave, Portland, OR 97224
293	Video Products Group	Domestic	USA-CA	1600 Emerson Ave, Oxnard, CA 93033
294	W L Gore and Associates	Domestic	USA-DE	555 Paper Mill Road, Newark, DE 19711
295	West Coast Engineering	Domestic	USA-CA	5400 Rosecrans Avenue Hawthorne, CA 90250
296	Western Electronics, LLC	Domestic	USA-ID	1550 South Tech Lane, Meridian, ID 83642
297	Winchester Electronics Corporation	Domestic	USA-CT	62 Barnes Industrial Road North, Wallingford, CT 06492
298	Windsor Technology, LLC	Domestic	USA-NY	1527 Lyell Ave Rochester, NY 14606-2121
299	World Express Electronics, Inc	Domestic	USA-NY	620 Johnson Avenue Second Floor, Bohemia, New York 11716
300	World Micro Components	Domestic	USA-GA	205 Hembree Park Drive, Suite 105, Roswell, GA 30076

LIST OF DOMESTIC BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
301	Wyle Laboratories	Domestic	USA-CA	1960 East Grand Ave Suite 900, El Segundo, CA 90245-5023
302	Zebra Technologies	Domestic	USA-IL	475 Half Day Rd Ste 500, Lincolnshire, IL 60069
303	Zetron	Domestic	USA-WA	PO Box 97004, Redmond, WA 98073

Attachment No. 19-1

LIST OF INTERNATIONAL BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
1	4Source Electronics	International	Germany	Glacisstr. 2-4, Dresden, Saxony 01099, Germany
2	Abletec, Inc	International	Norway	Kartvekseveien 5 355 HØNEFOSS, NORWAY
3	Adeptron Technologies Corporation	International	Canada	96 Steelcase Rd W, Markham, Ontario Canada
4	Advanced Technologies Consulting and Development CO. LTD	International	Russia	
5	AKCENTA	International	Czech Republic	Gočárova třída 312/52, Hradec Králové - Pražské Předměstí, 500 02
6	Alcoa Fujikura Manufacturing LTD	International	Canada	130 Woodworth Ave, St Thomas, ON, N5P 3K1 CANADA
7	Alcom Electronics	International	Netherlands	Rivium 1e straat 52, 2909 LE Capelle aan den Ijssel
8	ALIMENTOS FRUNA LTDA	International	Santiago	Camino melipilla 11246 , Maipú, Santiago
9	Alliance Systems, Ltd.	International	United Kingdom	5 Westbury Mews, Westbury-on-Trym, Bristol, BS9 3QA, UK
10	Allied Data Technologies (Thai) Co. LTD	International	Thailand	85-7 Moo 6 Samnaktorn, Banchang, Rayong 21130 THAILAND
11	Alstom Signaling	International	France	Quebec City, Canada
12	Ashlea Components Limited	International	United Kingdom	90 Shrivenham Hundred Business Park, Watchfield, Swindon SN6 8TY UNITED KINGDOM
13	Astute Electronics	International	United Kingdom	Church House, Church Street Ware, Herts SG12 9EN, United Kingdom
14	ATS SOLUTIONS INC	International	Canada	55 York Street Suite 1100, Toronto, Ontario Canada
15	B3CG INTERCONNECT INC	International	Canada	310, boulevard Industriel, Saint-Eustache (Quebec) J7R 5R4, CANADA
16	Burkhart Elektronic GMBH	International	Germany	Industriestr. 9-11, DE-63633 BIRSTEIN, Hessen, Germany
17	C W Electronics PTE Ltd	International	Singapore	4 Loyang Way 1, (S)508708
18	Channel One Limited	International	United Kingdom	13 Woodbourne Road, Douglas, Isle Of Man, Isle Of Man, IM1 3HH
19	Classic Components Hong Kong LTd	International	Hong Kong	
20	Contemporary Controls	International	Germany	Fuggerstraße 1 B, 04158 Leipzig, Germany
21	C-VISION LIMITED	International	Canada	21 Tantramar Crescent, Amherst, Nova Scotia, Canada, B4H 4S8
22	DATAC CONTROL INTERNATIONAL LTD	International	Ireland	Unit 19 Enterprise Centre, Pearse St. Dublin 2 Ireland
23	Dynamics Chinatec Industries	International	Germany	8Friedensallee 35, D-22765 Hamburg, GERMANY
24	Dynamics Chinatec Industries, (HK) LTD	International	Hong Kong	809-810, Blk A, Hoi Luen Ind. Centre. 55 Hoi Yuen Road, Kwun Tong. Kowloon, Hong Kong
25	ECS CIRCUITS LTD	International	Ireland	Unit B7, Centrepoint Business Park, Oak Road, Dublin 12, Ireland
26	E-Parts Japan Electronic	International	Japan	Palace Ginga 2-102, Koza-Gun, Kanagawa 253-0114, Japan
27	ETL Prueftechnik GMBH	International	Germany	Carl-Peters-Straße 23, D - 70825 Korntal - Münchingen, GERMANY
28	FARNELL ELECTRONIC COMPONENTS	International	United Kingdom	Farnell, Canal Road, Leeds, LS12 2TU, United Kingdom
29	Firstic Electronics Co Ltd	International	Taiwan	13F-6, No.191, Sec.2, Chung-Yang Rd., Tu-Cheng City 23669,Taipei Hsien, Taiwan
30	Flextronics International	International	Singapore	2 Changi South Lane, Singapore 486123
31	Harris Canada Inc.	International	Canada	6727 9th Street NE, Calgary, Alberta Canada T2E8R9
32	HELLENIC STEEL COMPANY	International	Greece	PO Box 1230, Ionia, 570 08, Greece
33	Hinrichs Electronic GMBH	International	Germany	Creilitzer Strasse 68, D-96450 Coburg, GERMANY
34	Hong Kong Inventory Limited	International	Hong Kong	Flat 1, 13/F., Henley Industrial Centre, 9-15 Bute Street, Mong Kok, Kowloon, Hong Kong
35	HOPE SEA IMPORT N EXPORT LIMITED	International	Hong Kong	12-16, the 20th floor, No.1 Hung To Road, Kwun Tong, Hong Kong
36	HOPEAIRTECHCO., LTD	International	South Korea	Shinwoo BLDG. 1631-1, Seocho 1-dong, Seocho-gu Seoul
37	HUANG XIQI	International	China	
38	Iridium Data Ltd	International	Israel	Shwartz St 1. Eliave Center P.O.B 677, Ra'anana 43000 Israel
39	JJ ELECTRONIC S.R.O	International	Slovak Republic	A. Hlinku 4, 02201 Cadca, Slovak Republic
40	Labinal De Mexico S.A. de C.V.	International	Mexico	Calle Washingon # 3701 Interior Circuito Industrial Automotríz, Edificio # 38 Parque Industrial Las Américas, Código Postal 31120, Chihuahua-Chih, Mexico
41	Labtam Australia Pty Ltd	International	Australia	33 Malcolm Road, Braeside, Victoria, 3195, Australia

LIST OF INTERNATIONAL BUYERS FOR MVP MICRO AND RELATED COMPANIES (in alphabetical order)

No.2	Buyer	Location-2	Location-1	Address
42	LE FORUM DES COURTIERS INC	International	Canada	1010 DE SERIGNY, BUREAU 400, LONGUEUIL QCJ4K 5G7, Canada
43	Lektronix International Ltd	International	United Kingdom	Units 12 & 13 Morston Court, Blakeney Way, Kingswood Lakeside, Cannock, WS11 8JB United Kingdom
44	Mespek Oy	International	Finland	P.O.BOX 103, FIN-00701, HELSINKI, FINLAND
45	Mic Suporte LTDA	International	Brazil	Rua Paraíba, 826 - Célvia, Vespasiano / MG - CEP 33200-000
46	National Jet Systems (now Cobham)	International	Australia	National Drive, Adelaide Airport, SA, 5950, Australia
47	NMS Communications	International	Canada	9800 Cavendish Blvd 5th Floor, Montreal, Quebec, CANADA H4M 2V
48	Nortel	International	Canada	5945 Airport Rd Ste 360, Mississauga, Ontario, CANADA L4V 1R9
49	Pacvision Schweiz AG (now Rebound Group)	International	Switzerland	Industriestrasse 30, CH-8302 Kloten, Schweiz
50	Politechnika Gdanska	International	Poland	Gabriela Narutowicza 11/12, 80-233 Gdansk, POLAND
51	Princeton Technology Corporation	International	Taiwan	2F No 233-1, Baociao Rd, Sindian, Taipei 23145, Taiwan, R.O.C.
52	Pulse Electronics (Singapore)	International	Singapore	150 Kampong Ampat, No. 07-01/02, KA Centre, Singapore, 368324
53	Ramos SRL	International	Italy	Via De Nardis, 49, Napoli
54	Realtime Technologies	International	Ireland	Clonshaugh Industrial Estate, Coolock, Dublin 17
55	REBOUND ELECTRONICS (UK)	International	United Kingdom	2100 First Avenue Newbury Business Park London Road, RG14 2PZ Newbury, Berkshire (GB)
56	Rolics Technology Limited	International	Switzerland	Gewerbestrasse 18, CH-4123 Allschwil, Switzerland
57	SA LASYC ELECTRONICS	International	France	17 rue J.P Timbaud - 94700 Maisons-Alfort
58	Sdiamond Electronics Co Ltd	International	United Kingdom	Fourways Technology Park, London Road, Smallwood, Nr. Sandbach, Cheshire, CW11 2US, United Kingdom
59	SECO S.R.L.	International	Italy	Via Calamandrei, 91 Arezzo Italy
60	Semitech Co Ltd	International	South Korea	480-2 Yatap-Dong, Bundang-Gu, Seongnam-Si 463-839, SOUTH KOREA
61	Tandberg Data Corporation	International	Germany	Feldstr. 81, 44141 Dortmund, Germany
62	TECHSOCO TECHNICAL COMPANY	International	UAE	
63	Teletec D.O.O.	International	Serbia	Šabački Put 46C , Loznica , 15300, Serbia
64	TMS Electronics AB	International	Sweden	Blockvägen 3 , SE-352 45 Växjö , SWEDEN
65	TOWER FALLS PTY LTD	International	Australia	U 2 1866 DANDENONG RD , CLAYTON, Victoria 3168 Australia
66	Tronicpool GMBH HDL.	International	Germany	Pforzheimer Str. 162, 76275 Ettlingen
67	Universal Chips Electronics Inc	International	Canada	3618 Maxwell Street, Vancouver , B.C. , V5M 3Y3
68	VALTRONIC TECHNOLOGIES	International	Switzerland	Route de Bonport 2, Les Charbonnières, Le Lieu, 1343, Switzerland
69	Venture Corporation Limited	International	Singapore	5006 Ang Mo Kio Ave 5, #05-01/12 TECHplace II, Singapore 569873
70	Video Omega SA De CV	International	Mexico	Presas No 3, Naucalpan, MEX 53237, Mexico
71	WALDORF MUSIC GMBH	International	Germany	Neustr. 12, 53498 Waldorf, Germany
72	Westburne Ruddy Electric	International	France	189-193 bd Malesherbes, 75017 Paris, FRANCE
73	XINA (HK) ELECTRONICS TRADING LIMITED	International	China	
74	Xunfeng International Hong Kong Company Limited	International	China	Room 302 Shanhang Building,ShangBu Industrial Hongli Road, Futian District ShenZhen P.C. China
75	Yu Hong Technologies Limited	International	China	
76	Zeag Canada LTD	International	Canada	1-2900 Argentia Rd, Mississauga, ON L5N 7X9, CANADA

Attachment No. 20

Message0729	
Subject:	**RE: Quote Email**
From:	"Joe Faruqui"
Date:	Mon, 10 Nov 2008 21:23:21 -0800
To:	"Matt Button"

Message Body

Done ordered with Semitch. Their MOQ was $100 for I ordered 20 for $100 or $5 per piece

From: Matt Button
Sent: Monday, November 10, 2008 11:59 AM
To: Joe Faruqui
Subject: FW: Quote Email

Order a known good

From: Ellen Kampersal [mailto:ellen.kampersal@arcserv.com]
Sent: Thursday, November 06, 2008 8:40 AM
To: Matt Button
Subject: RE: Quote Email

Hi Matt
Will all 300 pieces be shipping?
Ellen

From: Matt Button [mailto:matt@labrainc.com]
Sent: Wednesday, November 05, 2008 11:43 AM
To: Ellen Kampersal; Matt Button
Subject: RE: Quote Email

The parts will ship on Monday or Tuesday.

From: Ellen Kampersal [mailto:ellen.kampersal@arcserv.com]
Sent: Wednesday, November 05, 2008 6:27 AM
To: Matt Button
Subject: RE: Quote Email
Importance: High

Hi Matt
Can you please confirm PO #10275? Parts are needed by the end of this week.
I will not be placing an order for the DBMMN5H5PNA101 or the DBMMZ25PNA101.
Thank you.
Ellen

From: Matt Button [mailto:matt@labrainc.com]
Sent: Monday, November 03, 2008 11:52 PM
To: Blair McNeill; ellen.kampersal@arcserv.com
Subject: FW: Quote Email
Importance: High

Ellen,

The price on these two parts is $100 first part and $90 on the second part. These are @ an OEM in THAILAND. They make satellites. I sent her an email to see if the stock is still there.

85/ea. #DBMMN5H5PNA101
125/ea. #DBMMZ25PNA101
From: Ellen Kampersal [mailto:ellen.kampersal@arcserv.com]
Sent: Monday, November 03, 2008 1:38 PM
To: Matt Button
Subject: RE: Quote Email
Importance: High

Hi Matt

I have attached purchase order #10275 for 310 pieces of PN LTC1966IMS8. Please have these shipped to arrive on 11/7 (using ARC's UPS account #3Y1908).

Also, can you please quote the following ITT-Cannon parts for me?

85/ea. #DBMMN5H5PNA101
125/ea. #DBMMZ25PNA101

Thanks!

Ellen

From: Matt Button [mailto:matt@labrainc.com]
Sent: Monday, November 03, 2008 3:15 PM
To: Ellen Kampersal; Matt Button
Subject: RE: Quote Email

17332 Von Karman Ave
Suite 110
Irvine CA 92614

From: Ellen Kampersal [mailto:ellen.kampersal@arcserv.com]
Sent: Monday, November 03, 2008 12:04 PM
To: Matt Button
Subject: RE: Quote Email

Thanks Matt
Can you confirm your remit-to address?
Thanks
Ellen

From: Matt Button [mailto:matt@labrainc.com]
Sent: Monday, November 03, 2008 2:49 PM
To: Ellen Kampersal; Matt Button
Subject: RE: Quote Email

Net is okay

From: Ellen Kampersal [mailto:ellen.kampersal@arcserv.com]
Sent: Monday, November 03, 2008 6:56 AM
To: Matt Button
Subject: RE: Quote Email

Hi Matt
We would like to purchase these parts, however I don't believe we have an account set-up with Labra. Can you please send me your remit-to address? I have attached our credit references so we can be set-up with Net 30 terms. If this will delay our order, I can pay for these using our company credit card. Please let me know how long it would take to set-us up with Net terms and I can start the purchase order.
Thanks
Ellen

Ellen J. Kampersal
Buyer
ARC Technology Solutions, LLC
Millyard Technology Park
62 Technology Way
Nashua, NH 03060
Phone: 603-883-3027, Extension 226
Fax: 603-883-3239
http://www.arcserv.com

From: Sales [mailto:Matt@labrainc.com]
Sent: Friday, October 31, 2008 2:38 AM
To: Ellan Kampersal
Cc: Sales
Subject: Quote Email

Quote 59773

Dear Ellan

Here is the quote you requested. Please send over a list of the parts that you need.

Parts Detail

Part Number	Mfr	Qty	Price
LTC1966IMS8	LT	300	$5.00
Delivery: 2 Days			

Total:	$1,500.00

LABRA ELECTRONICS INC.

Sales

17332 Von Karman Ave.
Irvine, CA, 92614 Suite 160

Email: Matt@labrainc.com
Phone: (949) 748-5811
FAX: (949) 271-2346

All COD shipments sent via FedEx. Parts are guaranteed for form, fit and function for 30 days. Orders are non-cancellable/non-returnable (NCNR). Orders are subject to a US$200 minimum. Quotations are subject to Re-Confirmation and prior sales. Expedite order by including the above Quote ID on your PO. A test report from a reliable third party testing house is required for any RMA.

Main Message Header

From - Mon, 10 Nov 2008 21:23:21
To: "Matt Button"
Date: Mon, 10 Nov 2008 21:23:21 -0800
Subject: RE: Quote Email
From: "Joe Faruqui"
Content-type: text/html; charset=windows-1252
MIME-Version: 1.0
Content-transfer-encoding: 8bit

Attachment No. 21

Message0259	
Subject:	**Re: NEC parts**
From:	Marina <marina@mitsi.com>
Date:	Tue, 10 Feb 2009 10:55:14 -0600
To:	Matt Button <matt2@mvpmicro.com>
CC:	Nathaniel Richard <nrichard@labrainc.com>, "Neil Felahy, Labra" <neilfelahy@mvpmicro.com>, "'productmaintenance@netcomponents.com'" <productmaintenance@netcomponents.com>, 'Jim Sellers' <jim@mitsi.com>, 'Donna Cowan' <donna@mitsi.com>, 'Don Dodd' <don@mitsi.com>, nigel@netcomponents.com, Karim <kk@blktechnology.com>, Diane LeBeau <dlebeau@sai-infusion.com>

Message Body

Matt,

After our conversation, when you insisted we used the 75P108G parts before and I let you know we shipped those back, I checked our documentation and found that we did receive the D75P108G in the past, qty 394, but that we returned that group of parts (393, we tried to program one part) as they did not match the part number we ordered and did not fit our programmer (overall size bigger than the BGF version).

The last batch of 319 parts we received is marked D75P108G, but the overall lead length, although slightly larger than the BGF version, is not as large as the group of D75P108G's that we previously returned. BTW, you actually owe us 352, my apologies for having the incorrect quantity owed in previous e-mails, I was using the quantity of the last batch we received of 376, which were the parts that were sanded and re-marked.

Upon further investigation, we have determined the leads have been cut! We know this because one side on one of the parts out of the pieces we inspected were not cut (image G_measure side a_8.jpg and image G_measure side b_8.jpg). I have attached a zip file that further shows evidence of cut leads.

These parts have been compromised and we will not accept them.

If you do not return our money by 5pm CST, 2-11-09, you will leave us no other alternative but to start legal litigations for fraud. We will gladly return all the fraudulent parts when our money is deposited, $15,840.00.

Marina

Marina wrote:
> Matt,
> Have you had a chance to process the below stated request? We would
> really appreciate your response with a RMA number and a check and

> tracking number or confirmation of deposit today.
> Thank you,
> Marina
>
>
> Marina wrote:
>> Matt,
>> We received 319 NEC parts today. They are NOT the correct part. We
>> ordered UPD75P108BGF-3BE, the correct parts are marked "D75P108BGF".
>> The parts we received are marked "D75P108G". The BGF-3BE is a low
>> voltage OTP, the G is not low voltage. The package overall dimensions
>> are also different. We can not use the G. Please send a RMA number
>> so we can return these parts. Please return the balance of the funds
>> paid for this order, $16,920.00.
>> Thank you,
>> Marina
>>
>>
>>
>> Marina wrote:
>>> You still do not understand, we are done being patient. We need our
>>> money returned today. Like I said, if the parts show up we will pay
>>> for them at that time.
>>> Thank you,
>>> Marina
>>>
>>> Matt Button wrote:
>>>> We paid in advance and payment terms are and remain: in advance. I
>>>> will advise tracking # next week. Thanks for your patience.
>>>>
>>>> -----Original Message-----
>>>> From: Marina [mailto:marina@mitsi.com]
>>>> Sent: Wednesday, January 28, 2009 10:49 AM
>>>> To: Matt Button
>>>> Cc: Nathaniel Richard; Neil Felahy, Labra;
>>>> 'productmaintenance@netcomponents.com'; 'Jim Sellers'; 'Donna
>>>> Cowan'; 'Don Dodd'
>>>> Subject: Re: NEC parts
>>>>
>>>> The PO was placed 2 months ago. We have given you ample time to
>>>> ship product. You need to send a check for the balance of parts,
>>>> $16,700.00, today. If by some miracle you send parts next week, we
>>>> will gladly pay for them at that time.
>>>> Marina
>>>>
>>>>
>>>> Matt Button wrote:
>>>>> As explained the order is NCNR. We are shipping replacements next
>>>>> week. We cannot expedite and guarantee the quality of product.
>>>>> The last order was not QC'ed. These parts are OTP One time

>>>>> Programmable. I will give you an update on Monday.
>>>>>
>>>>> -----Original Message-----
>>>>> From: Marina [mailto:marina@mitsi.com]
>>>>> Sent: Wednesday, January 28, 2009 8:22 AM
>>>>> To: Matt Button
>>>>> Cc: Nathaniel Richard; Neil Felahy, Labra;
>>>>> productmaintenance@netcomponents.com; Jim Sellers; Donna Cowan; Don
>>>>> Dodd
>>>>> Subject: Re: NEC parts
>>>>>
>>>>> Hi Matt,
>>>>> What happened to my promised phone call no later than 2pm? Per our
>>>>> verbal phone agreement yesterday you should be sending the money
>>>>> you owe us.
>>>>> Marina
>>>>>
>>>>>
>>>>> Matt Button wrote:
>>>>>> Marina,
>>>>>>
>>>>>>
>>>>>>
>>>>>> We will have the replacements no later than 2/6/09.
>>>>>>
>>>>>>
>>>>>>
>>>>>> I will try and get the parts shipped faster.
>>>>>>
>>>>>>
>>>>>>
>>>>>> Thanks,
>>>>>>
>>>>>>
>>>>>>
>>>>>> Labra Electronics
>>>>>>
>>>>>> Matt Button
>>>>>>
>>>>>> 17332 Von Karman Ave.
>>>>>>
>>>>>> Suite 110
>>>>>>
>>>>>> Irvine CA 92614
>>>>>>
>>>>>> Ph 949 748 5811
>>>>>>
>>>>>> Fx 949 271 2346
>>>>>>
>>>>>> Matt@labrainc.com <mailto:Matt@labrainc.com>

>>>>>>
>>>>>>
>>>>>>
>>>>>>
>>>>>>
>>>>>
>>>>
>>>>

Attachment

-----Attachment1-----
File name = "75P108_cut leads.zip"

Attachment

-----Attachment2-----
File name = "marina.vcf"

Main Message Header

From - Tue, 10 Feb 2009 17:10:22
Received: from psmtp.com (64.18.3.120) by LA-MX-01.RHDistributors.local
(192.168.5.3) with Microsoft SMTP Server id 8.1.240.5; Tue, 10 Feb 2009
09:04:50 -0800
Received: from source ([206.190.248.2]) by exprod8mx220.postini.com
([64.18.7.10]) with SMTP; Tue, 10 Feb 2009 09:04:43 PST
Received: from [10.6.1.8] ([10.6.1.8]) by mitsi.com with MailEnable ESMTP;
Tue, 10 Feb 2009 10:50:34 -0600
Message-ID: <4991B172.2030806@mitsi.com>
Date: Tue, 10 Feb 2009 10:55:14 -0600
From: Marina <marina@mitsi.com>
Organization: Micro Technology Services, Inc.
User-Agent: Thunderbird 2.0.0.19 (Windows/20081209)
MIME-Version: 1.0
To: Matt Button <matt2@mvpmicro.com>
CC: Nathaniel Richard <nrichard@labrainc.com>,
"Neil Felahy, Labra" <neilfelahy@mvpmicro.com>,
'"productmaintenance@netcomponents.com"' <productmaintenance@netcomponents.com>,
'Jim Sellers' <jim@mitsi.com>, 'Donna Cowan' <donna@mitsi.com>,
'Don Dodd' <don@mitsi.com>,
nigel@netcomponents.com, Karim <kk@blktechnology.com>,
Diane LeBeau <dlebeau@sai-infusion.com>
Subject: Re: NEC parts
References: <8C0A3D231693CF45877BF81801D7841602FD2DDA@LA-MX-
01.RHDistributors.local> <49808640.2080100@mitsi.com>
<8C0A3D231693CF45877BF81801D7841602FD2E93@LA-MX-01.RHDistributors.local>
<4980A8A2.5020103@mitsi.com>
<8C0A3D231693CF45877BF81801D7841602FD2F6D@LA-MX-01.RHDistributors.local>
<4980D777.3090301@mitsi.com> <498B6104.9000006@mitsi.com>
<49908647.3040007@mitsi.com>

In-Reply-To: <49908647.3040007@mitsi.com>
Content-Type: multipart/mixed;
 boundary="----------050004010503050203060101"
X-ME-Bayesian: 0.000000
X-pstn-neptune: 0/0/0.00/0
X-pstn-levels: (S:96.32951/99.90000 CV:99.9000 FC:93.6803 LC:95.5390 R:95.9108 P:95.9108
M:97.0282 C:98.6951)
X-pstn-settings: 3 (1.0000:1.0000) s cv gt3 gt2 gt1 r p m c
X-pstn-addresses: from <marina@mitsi.com> [db-null]
Return-Path: marina@mitsi.com

Sub Header

Content-Type: text/plain; charset=windows-1252; format=flowed
Content-Transfer-Encoding: 8bit

Sub Header

Content-Type: application/x-zip-compressed;
 name="75P108_cut leads.zip"
Content-Transfer-Encoding: base64
Content-Disposition: inline;
 filename="75P108_cut leads.zip"

Sub Header

Content-Type: text/x-vcard; charset=windows-1252;
 name="marina.vcf"
Content-Transfer-Encoding: 7bit
Content-Disposition: attachment;
 filename="marina.vcf"

Message0484	
Subject:	**Re: NEC parts**
From:	Marina <marina@mitsi.com>
Date:	Wed, 21 Jan 2009 09:11:08 -0600
To:	Nathaniel Richard <nrichard@mvpmicro.com>
CC:	'Donna Cowan' <donna@mitsi.com>, Matt Button <matt2@mvpmicro.com>, Brian Gustafson <bgustafson@mvpmicro.com>, 'Jim Sellers' <jim@mitsi.com>, '"productmaintenance@netcomponents.com"' <productmaintenance@netcomponents.com>

Message Body

Nathan,
We are done waiting for Labra to meet a commitment it made 2 months ago. Return our money.
Thank you,
Marina

Our CEO has already committed to buying your parts and we are unable to refund your money. We 100% will ship you good parts. We shipped you 600+ good parts and the remaining 400 units will be good too. WE do apologize for the delay and any inconvenience we have caused. When we buy from outside the USA, problems sometimes occur and cause delays.

You will have your parts soon. I will advise on date tomorrow.

NR

From: donna@mitsi.com [mailto:donna@mitsi.com]
Sent: Tuesday, January 20, 2009 1:38 PM
To: Nathaniel Richard
Cc: MARINA@MITSI.COM; Don Dodd
Subject: [Fwd: RE: [Fwd: Re: NEC parts]]

Nathan, Below you will find all the information you need to deposit the $16,920 into Micro Technology account
Thanks,
Donna

-------- Original Message --------

Subject:
RE: [Fwd: Re: NEC parts]
Date:

Tue, 20 Jan 2009 15:20:56 -0600
From:
Jim Sellers <jim@mitsi.com>
To:
<donna@mitsi.com>
References:
<49750A2F.8090501@mitsi.com> <49763AFD.6080809@mitsi.com>

Bank: Washington Mutual Bank FA, 1600 N. Plano Rd., Richardson, TX 75081
Routing Number: 111993776
Acct Number: 1814627931

-----Original Message-----

From: donna@mitsi.com [mailto:donna@mitsi.com]
Sent: Tuesday, January 20, 2009 2:59 PM
To: Marina; Jim Sellers
Cc: Don Dodd
Subject: Re: [Fwd: Re: NEC parts]

Marina wrote:

Donna,
Please send Nathan the bank routing number so he can make a deposit to
our account. Please contact Net Components if the money is not
deposited by end of day so we can get this resolved.
Thanks,
Marina

-------- Original Message --------

Subject: Re: NEC parts
Date: Mon, 19 Jan 2009 17:15:53 -0600
From: Marina <marina@mitsi.com>
Organization: Micro Technology Services, Inc.
To: Nathaniel Richard <nrichard@mvpmicro.com>
CC: 'Donna Cowan' <donna@mitsi.com>, Matt Button <matt2@mvpmicro.com>,
'Jim Sellers' <jim@mitsi.com>, Don Dodd <don@mitsi.com>,
productmaintenance@netcomponents.com
References:
<9B5310AC4470DF4FB9DEE217396F27ED01306910@RHDExchange.RHDistributors.l
ocal>
<496CE97E.4080806@mitsi.com>
<9B5310AC4470DF4FB9DEE217396F27ED01306998@RHDExchange.RHDistributors.l
ocal> <496E1A03.6030702@mitsi.com> <496E3A1F.8030102@mitsi.com>
<4970EB20.9010601@mitsi.com>

<9B5310AC4470DF4FB9DEE217396F27ED01306BCD@RHDExchange.RHDistributors.local>
<4970F1D3.1090700@mitsi.com>
<9B5310AC4470DF4FB9DEE217396F27ED01306C2D@RHDExchange.RHDistributors.local>
4972244A.8080304@mitsi.com>
8C0A3D231693CF45877BF81801D78416027FC0D4@LA-MX-01.RHDistributors.loca

Nathan,
When we placed this order, it was understood that you would ship 1025 chips from one source, that's why you needed the money up front for all 1025 chips.
Since you have
not fulfilled your part of the agreement, we would once again ask that you transfer the money owed on the balance of the chips. We have lost confidence in your ability to provide product that has not been tampered with. Donna will send our bank routing number in the morning so you can deposit the funds.
Thank you,
Marina

Nathaniel Richard wrote:

It's from a different source.
NR

Marina wrote:
> Nathan,
> Your company has assured us before and here we are with parts that have
> been compromised (sanded and remarked) that I was told by your Quality
> Manager, Joe, that you were testing (BTW, that took over a week and he
> said he would provide test data, which has not been provided and I even
> asked twice). Did you not notice these parts had been remarked during
> the week long test? I have no confidence in your company's ability to
> provide non-tampered product. Please return our money!
> Thank you,
> Marina
>
>
> Nathaniel Richard wrote:
>> I understand your concern for quality and I can assure you that you
>> will get good, genuine parts. They are on the way to us now...
>>
>> We will ship them to you once we receive the parts.
>>

>> Regards,
>>
>> NR
>>
>> -----Original Message-----
>> From: Marina [mailto:marina@mitsi.com]
>> Sent: Saturday, January 17, 2009 10:33 AM
>> To: Nathaniel Richard
>> Cc: Donna Cowan; Matt Button; Brian Gustafson; Jim Sellers;
>> productmaintenance@netcomponents.com
>> Subject: Re: NEC parts
>>
>> Nathan,
>> If these are from the same source, they will most likely also be
>> compromised. I suggest you work on getting your money back, because
>> at this point your product is very suspect and we require that you
>> return our money for the balance of parts.
>> Thank you,
>> Marina
>>
>>
>> Nathaniel Richard wrote:
>>> We can't issue a refund as we have already paid for the parts. We have
>>> 1000+ units inbound and will send you replacements next week...
>>>
>>> Regards,
>>>
>>> NR
>>>
>>> -----Original Message-----
>>> From: Marina [mailto:marina@mitsi.com]
>>> Sent: Friday, January 16, 2009 12:45 PM
>>> To: Nathaniel Richard
>>> Cc: Donna Cowan; Matt Button; Brian Gustafson; Jim Sellers;
>>> productmaintenance@netcomponents.com
>>> Subject: Re: NEC parts
>>>
>>> We can not take a chance with these parts. Our customer is in the
>>> medical field. I cannot use compromised parts. Please return our
>>> money and we will return the parts.
>>> Thank you,
>>> Marina
>>>
>>> Nathaniel Richard wrote:
>>>> Per our CEO...
>>>>
>>>> These parts have been tested and are blank and will 100% work.
>>>>
>>>>
>>>> Regards,

>>>>
>>>> NR
>>>> -----Original Message-----
>>>> From: Marina [mailto:marina@mitsi.com]
>>>> Sent: Friday, January 16, 2009 12:17 PM
>>>> To: Nathaniel Richard
>>>> Cc: Donna Cowan; Matt Button; Brian Gustafson; Jim Sellers;
>>>> productmaintenance@netcomponents.com
>>>> Subject: Re: NEC parts
>>>>
>>>> Nathan,
>>>> Since we didn't hear from anyone in your office, we opened the
>>>> package
>>>> and much to our surprise the parts were marked as D75P108BGF.
>>>> Unfortunately the parts have been sanded and ink silkscreened. You
>>>> can tell because you can see the original part finish at the edges
>>>> and
>>>> the Pin one indicator (dimple) has also been reduced in depth and the
>>>> finish has changed. I don't know if you received them this way or
>>>> not, but we are not willing to take a chance with these suspect parts.
>>>> Please contact Donna for our bank routing number so you can return
>>>> our
>>>> money for the balance of these parts and we will return the parts.
>>>> Thanks,
>>>> Marina
>>>>
>>>>
>>>> Marina wrote:
>>>>> Nathan,
>>>>> Could you please respond?
>>>>> Marina
>>>>>
>>>>> Marina wrote:
>>>>>> Hi Nathan,
>>>>>> We received the parts you sent, but the part number on the packing
>>>>>> slip is not the part number we ordered. We ordered
>>>>>> UPD75P108BGF-3BE, but you sent PD75P108G-1B. I have not opened the
>>>>>> sealed package yet, are these the correct part? Also your Quality
>>>>>> Manager, Joe, said he
>>>>>> would send the test documentation for these parts. Can you please
>>>>>> send that.
>>>>>> Thanks,
>>>>>> Marina
>>>>>>
>>>>>>
>>>>>> Nathaniel Richard wrote:
>>>>>>> 376 units are shipping today
>>>>>>> Tracking # 1Z168VE60151392996
>>>>>>> UPS RED
>>>>>>>

>>>>>>> We can get 5000 more units and can ship them COD. Do you have
>>>>>>> future demand? CEO said he can lower price to $25.00 each too. We
>>>>>>> can schedule shipments. We apologize for the delay in getting you
>>>>>>> your
>>>> parts...
>>>>>>> Regards,
>>>>>>>
>>>>>>> NR
>>>>>>>
>>>>>>> -----Original Message-----
>>>>>>> From: Marina [mailto:marina@mitsi.com] Sent: Tuesday, January 13,
>>>>>>> 2009 11:21 AM
>>>>>>> To: Nathaniel Richard
>>>>>>> Cc: Donna Cowan; Matt Button
>>>>>>> Subject: Re: NEC parts
>>>>>>>
>>>>>>> Hi Nathan,
>>>>>>> The remaining balance is 376.
>>>>>>> Thanks,
>>>>>>> Marina
>>>>>>>
>>>>>>>
>>>>>>> Nathaniel Richard wrote:
>>>>>>>> Parts are being shipped out today FEDEX P1...I went to back and
>>>>>>>> saw
>>>>>>> the
>>>>>>>> parts. I will have a tracking # shortly.
>>>>>>>>
>>>>>>>>
>>>>>>>>
>>>>>>>> How many pieces total do we owe you? 370?
>>>>>>>>
>>>>>>>>
>>>>>>>>
>>>>>>>> Please advise.
>>>>>>>>
>>>>>>>>
>>>>>>>>
>>>>>>>>
>>>>>>>>
>>>>>>>> *Nathaniel Richard*
>>>>>>>>
>>>>>>>> *VP of Sales *
>>>>>>>>
>>>>>>>>
>>>>>>>>
>>>>>>>> untitled24
>>>>>>>> <http://www.labrainc.com/index.php>*cid:image002.jpg@01C6E253.A09
>>>>>>>> B
>>>>>>>> D

>>>>>>>> D10
>>>>>>>> *
>>>>>>>>
>>>>>>>> /Direct Line: (949) 748-5807/
>>>>>>>>
>>>>>>>> /E-Mail:nrichard@labrainc.com/
>>>>>>>>
>>>>>>>>
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>>>
>>
>>

Attachment

-----Attachment1-----
File name = "marina.vcf"

Main Message Header

From - Wed, 21 Jan 2009 15:07:59
Received: from psmtp.com (64.18.3.169) by LA-MX-01.RHDistributors.local
(192.168.5.6) with Microsoft SMTP Server id 8.1.240.5; Wed, 21 Jan 2009
07:07:58 -0800
Received: from source ([206.190.248.2]) by exprod8mx190.postini.com
([64.18.7.10]) with SMTP; Wed, 21 Jan 2009 07:08:03 PST
Received: from [10.6.1.8] ([10.6.1.8]) by mitsi.com with MailEnable ESMTP;
Wed, 21 Jan 2009 09:06:31 -0600
Message-ID: <49773B0C.60405@mitsi.com>
Date: Wed, 21 Jan 2009 09:11:08 -0600
From: Marina <marina@mitsi.com>
Organization: Micro Technology Services, Inc.
User-Agent: Thunderbird 2.0.0.19 (Windows/20081209)
MIME-Version: 1.0
To: Nathaniel Richard <nrichard@mvpmicro.com>
CC: 'Donna Cowan' <donna@mitsi.com>, Matt Button <matt2@mvpmicro.com>,
Brian Gustafson <bgustafson@mvpmicro.com>,
'Jim Sellers' <jim@mitsi.com>,
'"productmaintenance@netcomponents.com"' <productmaintenance@netcomponents.com>
Subject: Re: NEC parts
References:
<9B5310AC4470DF4FB9DEE217396F27ED01306910@RHDExchange.RHDistributors.local>
<496CE97E.4080806@mitsi.com>
<9B5310AC4470DF4FB9DEE217396F27ED01306998@RHDExchange.RHDistributors.local>
<496E1A03.6030702@mitsi.com> <496E3A1F.8030102@mitsi.com>
<4970EB20.9010601@mitsi.com>
<9B5310AC4470DF4FB9DEE217396F27ED01306BCD@RHDExchange.RHDistributors.local>
<4970F1D3.1090700@mitsi.com>
<9B5310AC4470DF4FB9DEE217396F27ED01306C2D@RHDExchange.RHDistributors.local>

<4972244A.8080304@mitsi.com> <8C0A3D231693CF45877BF81801D78416027FC17B@LA-MX-01.RHDistributors.local> <49760D6F.6090109@mitsi.com>
In-Reply-To: <49760D6F.6090109@mitsi.com>
Content-Type: multipart/mixed;
 boundary="----------000701060406030903080505"
X-ME-Bayesian: 0.000000
X-pstn-neptune: 0/0/0.00/0
X-pstn-levels: (S:95.49991/99.90000 CV:57.0746 R:95.9108 P:95.9108 M:97.0282 C:98.6951)
Return-Path: marina@mitsi.com

Sub Header

Content-Type: text/plain; charset=windows-1252; format=flowed
Content-Transfer-Encoding: 8bit

Sub Header

Content-Type: text/x-vcard; charset=windows-1252;
 name="marina.vcf"
Content-Transfer-Encoding: 7bit
Content-Disposition: attachment;
 filename="marina.vcf"

Attachment No. 22

Message1087	
Subject:	**GX1**
From:	"Lafe Isaac"
Date:	Fri, 25 Jul 2008 15:48:30 -0800
To:	"Nathaniel Richard"

Message Body

Hey we got 120 from HongDark electronics
There 2000 date code and the customer asked for 03+
There not remarkable.

Attachment

-----Attachment2-----
File name = "IMG_4813.JPG"

Main Message Header

From - Fri, 25 Jul 2008 15:48:29
To: "Nathaniel Richard"
Date: Fri, 25 Jul 2008 15:48:30 -0800
Subject: GX1
From: "Lafe Isaac"
Content-type: multipart/mixed;
boundary="----------000809010102090706090505"
MIME-Version: 1.0

Sub Header

Content-Type: text/html; charset=windows-1252
Content-Transfer-Encoding: 8bit

Sub Header

Content-Type: image/jpeg;
name="IMG_4813.JPG"
Content-Transfer-Encoding: base64
Content-Disposition: inline;
filename="IMG_4813.JPG"

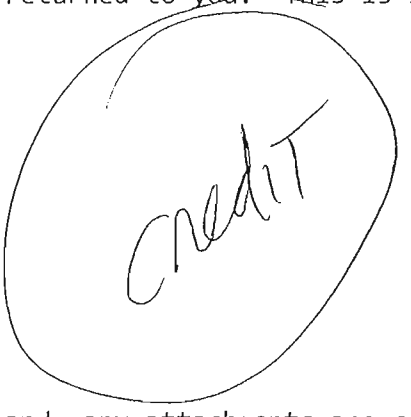
Attachment No. 23

Mustafa Aljaff

From: victoria.jacobs@transport.alstom.com
Sent: Friday, May 16, 2008 11:02 AM
To: Matt Button
Cc: accounts.payable@transport.alstom.com
Subject: Alstom Signaling PO 4200040814

Matt: In April 2007 we returned 14 pcs of JNP18S030MJ to Labra. The parts were already programmed. I called many times and was finally told that a check was going to be sent to us as we did not want the replacement parts.
We have never received the check in the amount of $1260.00. Please advise Labra's plan for reimbursing us for the parts we returned to you. This is still an open finance issue for us.

Thank you. Victoria



Victoria Jacobs
Sr. Buyer
Alstom Signaling, Inc.
585-279-1723
585-274-8720 (fax)

Attachment No. 23-1

MVP MICRO, INC

4044

ALSTOM TRANSPORT

5/16/2008

1,260.00

City National Bank -00

1,260.00

199 SFMS5001NL-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 714-668-9399

HRBFMD0010000 Y06SF004025

SAFEGUARD. LITHO USA SFSL1 CK7S08111L

Attachment No. 24

LABRA ELECTRONICS

LABRA ELECTRONICS INC.
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (866) 881-9033
Fax: (949) 250-8627

Sales Order

Sales Order #: 3118
Order Date: 5/2/2007

Bill To:

Alstom

, , USA
Phone: (514) 333-0888
Fax: (514) 333-0496

Ship To:

Alstom
5001 RUE LEVY
Ville St Laurent, QC H4R 2N9, Canada

PO #:	Ship Via:	Account:	Sales Rep:	Buyer	Terms:
4200046642	Fedex Ground Service	PREPAY & ADD	Mustafa Aljaff	Meg Sethi	Net15

Ref#	Part Number/Description	Mfg	Qty	Unit Price	Ext Price
3118-1	**SAE81C91-NE13** INTERNAL: MT25-2031028-00 SHIP BY: 5/7/2007	INFINE	552	$ 100.00	$ 55,200.00

Tax: 0.00%	**$0.00**
Freight:	**$0.00**
Order Total:	**$ 55,200.00**

Attachment No. 24-1

514-333-0496

Fax back to 949-250-8627

Purchase Agreement

This Non-Cancellable/Non-Returnable Product Agreement ("Agreement"), entered into and made effective as of the 5/24/07 ("Effective Date"), is by and between Labra, with headquarters at 17332 VON KARMAN STE 110 IRVINE, CA 92614 Alstom ("Customer") Labra and Customer will be collectively referred to as the parties ("Parties").

In consideration of the following mutual covenants undertakings and promises, the parties agree as follows:

1 **Agreement Purpose**. Customer will purchase certain Parts ("Parts") from Labra, pursuant to Section 2 herein.

2. **Parts**. The Parts* to be procured are as follows: New and Unused

MFG	MFG Part #	Total Qty	Unit Price
INF	SAE81C91-NE13	552	$100

3. **Firm Order**. This Agreement constitutes a firm order ("Order") for the Parts contained in Section 2 of this Agreement. The order cannot be cancelled ("NON-CANCELLABLE") The delivery dates cannot be rescheduled ("NON-RESCHEDULABLE") beyond the scheduled delivery dates. Except as otherwise provided herein, the Parts cannot be returned ("NON-RETURNABLE"), for any reason whatsoever, including but not limited to reasons stemming from *force majeure* (as provided for in Section 10 of this Agreement).

4. **Payment Terms**. Net 15 Terms of payment, for each individual shipment, are payments not made by CUSTOMER to Labra, when due will begin to bear interest at the rate of 1 5% per month, beginning from the date payment is due. Customer will be responsible for all costs of collection, including reasonable attorney's fees, should a collection action be necessary.

5. **7 day Guarantee**. Labra guarantees the Parts for **7 calender days,** *starting from the date Customer receives the Parts.*

6 **No Warranty after 7 days**. Labra does not provide a warranty to Customer in connection with this Agreement. Aside from Section 7 and the limited guarantee contained in Section 5 in this Agreement, no other warranty is expressed or implied, by operation of law or otherwise, including, but not limited to, the implied warranty of merchantibility and the warranty of fitness for a particular purpose, and non-infringement of third party rights. **LABRA EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTIBILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and non-infringement of third party rights** (see Section 11). The Parts sold to Customer are sold **"AS IS."**

7 **Part Manufacturer Warranty**. The Part manufacturer's warranty, should the Part manufacturer provide one, shall be the only warranty applicable.

8. **Customer Liability**. Customer's liability to Labra for the Parts (in the quantities mentioned in Section 2 of this Agreement) shall be the aggregate of the full purchase price of all the Parts: (a) already shipped to customer, and/or (b) held in Labra's inventory for Customer; and/or (c) manufactured in whole or in part, by Labra's supplier

9. **Risk of Loss**. All shipments are IRVINE, CA. In no event shall Labra be liable to Customer for any (a) monetary damages whatsoever; (b) damages or losses due to delays in delivery; (c) interruption of use or business; (d) losses of profits; or (e) or consequential or incidental damages.

10. **Force Majeure**. No act of *force majeure* will excuse Customer's performance of its duties and obligations, including but not limited to the duty to make payment to Labra per Section 2 of this Agreement, pursuant to this Agreement. An act of *force majeure, includes but is not limited to* the following items: Acts of God, government restrictions, wars, insurrections, server failures, software glitches, disputes with copyright owners, disputes with patent owners, disputes with trademark owners, and licensor labor disputes

11. **No Intellectual Property Indemnification**. Customer uses the Parts hereunder at its own risk. Labra does not warrant against third party rights that may arise with respect to Customer's use of the Parts. In the event an action is brought by a third party against Customer, alleging that Customer's use of the Part, or use of the Part with other components, infringes a United States or world-wide patent, copyright, or trademark, Labra will not defend or indemnify Customer in such action. Labra expressly disclaims and Labra does not provide any type of Intellectual property indemnification to Customer.

12. **Merger**. This Agreement represents the complete understanding of the Parties and overrides all prior representations, agreements, and understandings. This Agreement will control as to any inconsistent provisions contained in the Customer's purchase order or other document emanating from the Customer to Labra. **THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED TO ANY EXTENT.**

13. **Governing Law and Venue**. This Agreement shall be governed and construed in conformity with the laws of the State of California, excluding its conflict of laws rules. In connection with any dispute that may arise hereunder, venue shall lie exclusively in the State of California.

14. **No Waiver**. Failure by Labra to enforce any rights hereunder shall not constitute a waive of those or any other rights of Labra. All waivers must be in writing and signed by Labra

15. **Successors and Assigns**. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of Customer. In the event Customer is acquired, or Customer acquires another entity, or Customer merges with another entity, or a rearranging of Customer's corporate or business structure shall occur, the resulting entity remains responsible for the duties of Customer pursuant to this Agreement, including but not limited to payments owed to Labra under this Agreement.

16. **Authority to Sign**. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

Labra Inc.	**Customer-** ALSTOM
Signature	**Signature**
Name (please print) Christine Smith	**Name (please print)** SYLVAIN DUPUIS
Title Sales	**Title:** SOURCING MANAGER

1.1. Except as expressly stated in Section 13.1 above, there are no warranties, expressed or implied, by operation of law or otherwise, of any item or service furnished under or in connection with this Agreement. LICENSOR DISCLAIMS ALL OTHER WARRANTIES EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE No representation or other affirmation of fact, including but not limited to statements regarding capacity, quality, suitability for use or performance, whether made by Licensor employees or otherwise, will be deemed to be a warranty by Licensor for any purpose or give rise to any liability of Licensor whatsoever unless contained in this Agreement. The remedies provided to Licensee in this Agreement are exclusive.

Attachment No. 24-2

ALSTOM

TELECITE Inc.
5003 Levy Street, Suite 200
Saint-Laurent QC H4R 2N9

Tel.: 514 333 0888

PURCHASE ORDER

Vendor Address

LABRA ELECTRONICS INC.
17332 VON KARMAN, SUITE 450
IRVINE CA 92614

Information

PO Number	4200046642
Date	05/02/2007
Vendor No.	51802
Currency	USD
Payment Terms	~~Within 40 days~~
Buyer/Phone	Sylvain Dupuis / 514-333-0888
Quotation Ref./ Date.	
Vendor contact	MATT BUTTON
Vendor Fax	714-957-1912
Incoterms	FOB ORIGIN

Page 1 of 1

DELIVERY ADDRESS:
Alstom Transport - Telecite
5001 Rue Levy
VILLE ST LAURENT QC H4R 2N9
CANADA

Item	Material/Description	Delivery	Quantity	UM	Net Price
0010	MT25-2031028-00 STAND ALONE FULL CAN CONTROLLER P-LCC-28 Manufacturer Part Number: SAE81C91-N E13 *16MHz -40/110C*	05/12/2007	552 EA		100.00
			Total Order Value		55,200.00

- This Purchase Order is subject to the Terms and Conditions stated above and overleaf
- All prices exclude taxes
- Please provide Certificate of Origin if shipping from outside of Canada.

SIGNATURE Sylvain Dupuis DATE 2 MAY 2007
For and on behalf of ALSTOM Transport Information Solutions

Attachment No. 24-3

MVP MICRO

MVP Micro Inc.
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (949) 265-9060
Fax: (949) 265-9099

Purchase Order

Purchase Order #: 3600
Order Date: 5/21/2007

Vendor:

Million Star Intl Dev Ltd
Rm. 501, No 24 Zhonghang Rd., Futian District
Shenzhen, China Guangdong, 518000
Phone: 011-86 755 83647172
Fax: 011-86 755 83647161

Ship To:

MVP Micro Inc.
17332 Von Karman Suite 110
Irvine, CA 92614

Sales Person:	Terms:
Million Star Intl Dev Ltd	Escrow

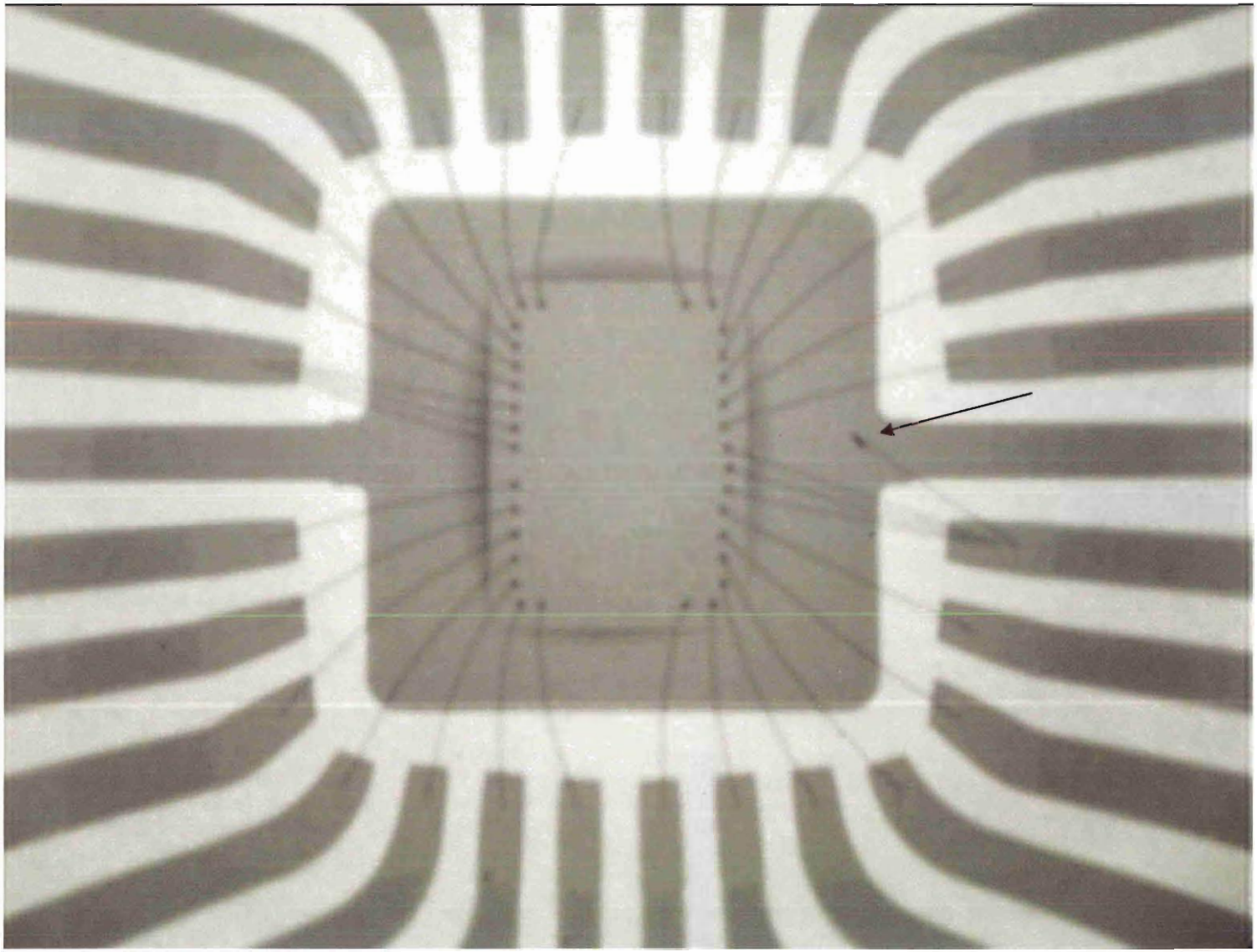
PO #:	Ship Via:	Account #:	Buyer:	Order#:
3600	UPS International	168VE6	Jahanzeb Farqui	

Ref#	Part Number/Description	Mfg	Qty	Unit Price	Ext Price
3600-1	SAE81C91-NE13 DUE DATE: 5/21/2007	INFINE	205	$25.00	$5,125.00

This purchase order ("order") is a written confirmation of the oral agreement previously reached between Seller and Buyer. Unless expressly provided otherwise in this Contract, all goods furnished by Seller to Buyer pursuant to this Contract are guaranteed to be new, unused, and in their original packaging (unless otherwise stated). If any of the goods are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, seller will timely replace such goods with conforming ones or, at Buyer's sole discretion, immediately provide Buyer with either a full credit or a full refund for such goods. Seller shall also be liable to Buyer for all damage, loss (direct or consequential), cost and expense attributable to such defect. Buyer may cancel this order or any portion hereof at any time prior to shipment. Buyer shall be entitled to a refund of or credit for any advance payments.

S & H:	$0.00
Order Total:	$5,125.00

Attachment No. 25



Sample 70 X-Ray image of the die. Note the down bond wire.

Attachment No. 25-1

Sample 29 top marking is ink and indicates a 0114 Date code as did the previous sample. Note how the rough surface is indicated by how irregular the edges of the ink are.

Attachment No. 26

User	Extension	Direct Dial	Revised date: today
Blair McNeill	127	+19492659090	
Roger Franco, Labra	138	+19497485806	
Donny Morgan	116	+19492659061	
Ed Vargas, Labra	130	+19497485802	
Jack Benning, RH	134	+19492659060	
Justin Van Uden	114	+19492659069	
Lance Putnam, Labra	222	+19497485805	
Ronnie Kimble	117	+19492659075	
Jakson Koston, Labra	126	+19497485803	
Ryan Pineda	136	+19492659067	
Shane Daniels, Labra	215	+19497485809	
Scott Stlouis	147	+19492659089	
Cassandra Bainer	122	+19492659080	
Christine Smith, Labra	228	+19497485808	
Jason Downing	125	+19492659087	
Beau Davis, Labra		+19497485801	
Michael Andrews	121	+19492659088	
Matt Button, Labra	111	+19492659066	
Red Hot	141		
Neil Felahy	230	+19492659066	
Jack Herrer, Labra	231	+19497485810	
Doug King	148	+19492659065	
Tathen Stockwell, Labra	232	+19497485814	
Jonathan Millane	224	+19492659072	
David Ramone, Labra	145	+19497485812	
Dan Vasseur	115	+19492659062	
Joe Faruqui	139	+19492659085	
Jake Duncan	129	+19492659082	
Mark Barry	223	+19492659063	
Gary Manning, Labra	144	+19497485804	
Server Room	142	+19492659064	
Bryon Barker	212	+19492659076	
Shipping Department	216	+19492659092	
Richard Cummings	229	+19492659077	
In-house mobile	200	+19492659071	
Julia Sky (China)	218	+862150817038	
Jack Xu (China)	217	+86215081703	
Cindy Li	153	+19492659091	
Candy Xie	149	+19492659083	
Frank Shen	152	+19492659086	
Sofia Aljaff	112	+19492659084	
Chini Jackson	150	+19492659073	
Accounting	140	+19492659081	
MVP Micro	213	+19492659078	
MVP Micro Sales Group	132		
Labra Sales Group	123	+18668819033	
Office MVP FAX	+19492659099		
Office Labra Fax	+19492508627		
Chini Fax	+19492508707		

User	Extension	Direct Dial	Shanghai User	Extension
Donny Morgan	116	+19492659061	Cindy Li	153
Ed Vargas, Labra	130	+19497485802	Candy Xie	149
Jack Benning, RH	134	+19492659060	Frank Shen	152
Justin Van Uden	114	+19492659069	Henry Shui	151
Lance Putnam, Labra	222	+19497485805	Peko Zhao	155
Ryan Pineda	136	+19492659067		
Shane Daniels, Labra	215	+19497485809		
Scott Stlouis	147	+19492659089		
Cassandra Bainer	122	+19492659080		
Christine Smith, Labra	228	+19497485808		
Jason Downing	125	+19492659087		
Beau Davis, Labra		+19492659087		
Michael Andrews	121	+19492659088		
Matt Button, Labra	111	+19497485811		
Red Hot	141			
Neil Felahy	230	+19492659066		
Neil Felahy, Labra	231	+19497485810		
Doug King	148	+19492659065		
Tathen Stockwell, Labra	232	+19497485814		
Jonathan Millane	224	+19492659072		
David Ramone, Labra	145	+19497485812		
Bogart Billingsworth, RH	126	+19492659074		
Dan Vasseur	115	+19492659062		
Dan Vasseur, Labra	146	+19497485813		
Joe Faruqui	139	+19492659085		
Jake Duncan	129	+19492659082		
Server Room	142	+19492659064		
Bryon Barker	212	+19492659076		
Shipping Department	216	+19492659092		
Richard Cummings	229	+19492659077		
In-house mobile	200	+19492659071		
Sofia Aljaff	112	+19492659084		
Chini Jackson	150	+19492659073		
Accounting	140	+19492659081		
MVP Micro	213	+19492659078		
MVP Micro Sales Group	132			
Labra Sales Group	123	+18668819033		
		Office MVP FAX: +19492659099		
		Office Labra Fax: +19492508627		
		Chini Fax: +19492508707		

Attachment No. 27


Air Science
Purair
Air Science
Purair
Air Science
10 08 2009

Attachment No. 28

REMOVAL OF WIRE BOND DIE USING A THREE STEP PROCESS

Wire Remove

Die Tensile Remove

Adhesive Shear

Presented by:
Camille Proietti-Bowne
Rework Engineering
IBM Microelectronics Division
Poughkeepsie, NY 12601

ELECTRO INTERNATIONAL 1994
Hynes Convention Center
Boston, MA
May 10 - 12, 1994

ABSTRACT

The focus of this paper is the description of three processes that can be used for the removal of wirebond attached devices. The equipment described is relatively simple to install and can easily be used by manufacturing personnel. These cost effective methods of reworking this type of device are useful when multi-chip modules require repair after testing or where other defects have been found. Instead of discarding the module, a replacement can be made. Replacement procedures make effective use of engineering parts that may require changes. This is true for single chip modules as well.

INTRODUCTION

The removal of wirebonded die are divided into three process steps. In the first step, the wires are removed. This process must ensure that removal of the wire leaves a remnant on the bonding pad to which another wire can be easily bonded. In the next step, the tensile removal of the die is performed. Finally, the die adhesive must be removed. This is accomplished with a shear process. Each process step has the additional requirements that no adjacent components, pins or module sustain any damage. Furthermore, the recovery of modules of this type require cost efficient, non-labor intensive processing.

WIRE REMOVAL AND MODULE PAD PREP

Historically, wire removal required the use of an instrument such as tweezers which were used to manually pull on the wire and break it at the weakest point of the wire. Since the breaking point of each wire varies from bond to bond it is necessary to further touch up the bonding pads manually. Touch up of the bonding pads is done to ensure that subsequent bonds can be made. This method is labor intensive and damage to neighboring devices and the module are a distinct possibility. Note that alternate removal methods include device removal while the bonded wires are still intact. This process required that a manual dress of the bond pads be performed after die removal.

At IBM Microelectronics Division, a new non-contact process has been patented using the Harmonicair (TM) Wire Bond Removal tool. The distinctive feature of this process is that alternating streams of air or dry nitrogen are used to fatigue the wires. The side to side motion of the wire due to this stream of air produces a fatigue in the wire at the heel of the wedge, or in the case of a ball bond, in the HAZ (heat affected zone). This consistent fatigue location requires that no subsequent pad dressing is required.

This use of this alternating fluid stream is the key to this non-contact method. As a result, none of the neighboring wires, devices or module surface sustain any damage during processing. A customized top locating plate on the Harmonicair allows it to achieve this non-contact, non-damaging process. This top plate is personalized for each style of MCM.

The material, diameter and length of the wire affect the speed of wire removal. Typical removal rates for gold and aluminum wires are:

Gold (0.7 to 1.25 mil): 3 to 4 wires per second
Aluminum (1.0 to 1.25 mil): 15+ wires per second

The key process accomplishment here is that the bonding pads are ready for the next bond. With the achievement of consistent remnants left on the pad the need for manually dressing the pad are eliminated. SEM analysis of bond remnants left on the module confirm that there is a clean and repeatable break in the wire and that rebonding of the next wire either adjacent to or in front of the existing bond can be made. Substantial cost savings are achieved with the elimination of manual dressing the bond pad after wire removal and yield loss as a result of module damage during the manual dress process.

DIE REMOVAL

The die removal is accomplished using an Instron Tensile tool. At the IBM Microelectronics facility in Poughkeepsie, this tool is also fitted with an IBM Industrial PC-AT. The PC controls the X-Y alignment of the die removal stud to the Instron's Z head gripper, the pull speed, the SPC data and records the tensile force required to achieve the removal.

After the wires have been removed from the die, the process to separate the die from the module can be performed. The module is clamped into an appropriately sized fixture to ensure that damage to neighboring devices, module, or pins is prevented.

The first step in this process is to glue a stainless stud to the back side of the die. Optimal adhesive coating must be assured so that the die is not broken during removal. The ratio of stud surface to die surface, therefore, is one to one. Two consequences of broken die are silicon contamination on the module that must then be cleaned and further processing to remove the pieces left behind. The module is placed on the Instron stage, and the Z head gripper is aligned to the stud. The Z head gripper is indexed in the up direction at a speed of .2 in/ min. Z head speed is optimized for die attach material used to ensure that the die is removed completely without breaking. This procedure can be used to remove either a single die or multiple die sequentially from the same module. The module is removed from the Instron stage and loaded onto the adhesive shear tool table still fixtured in the original fixture. Fixtures for the tensile and shear operation are the same thus potential damage to modules due to handling are minimized.

Examples of Die Remove Strengths and Remove Rates

Die Size	Tensile Force	Remove Rate
10mm x 10mm	14.0 Kg	1 to 2 die/min
12mm x 12mm	18. Kg	1 to 2 die/min

DIE BOND ADHESIVE SHEAR

The shear operation uses an X-Y stage. An arm fixed to a Z stage has a stainless steel blade mounted to it. The blade angle relative to the substrate surface is 2 degrees. The adhesive shear process used tool widths from 6.35mm to 10.0mm. No degradation in process efficacy has been noted with these varied widths. The stainless steel blade is lowered to the surface of the removed die. The blade force applied to the module surface is 600 +/- 100 grams. A microscope is mounted such that the operator can view the site and the blade. With the blade held stationary, the module is indexed away from the operator thus allowing full view of the module during the shear process.

Examples of Site Shear Rates

Die Size	Shear Rate
10mm x 10mm	2 to 4 sites/min
12mm x 12mm	2 sites/min

The following experimental studies were made to determine the feasibility of the die remove and shear processes.

Experimental Apparatus

- Three blank MLC substrates
- 10mm x 10mm blank silicon die
- Zymet 6000 die bond adhesive
- Instron tensile tool
- Shear tool

Experimental Procedure

1. Chemically clean substrates
2. Die bond 4 blank die on each of the substrates and cure the adhesive.
3. Shear test one die per substrate; record the shear force (Kg) to establish initial bond strength
4. Tensile remove 2 die per substrate using Instron and stud (.2 in/minute)
5. Shear Zymet die bond adhesive from substrate surface
6. Re-die bond blank silicon die to all sites removed
7. Shear test same die as above (step 3) on each substrate
8. Tensile remove 3 die per substrate using the Instron and stud (.2 in/minute). In this step, one of the die is from the initial bond and two are from the re-bonded sites.

The results of the experiment were:

- The shear force for the initial bond die were greater than 10 Kg on all substrate sites.
- The average tensile strength of all initial bond die was 20.8 Kg (Std. Dev. less than 1.5 Kg)
- The shear force for the bonds made on prepped sites was greater than 10 Kg.
- The average tensile strength on second bond sites was 19.1 Kg (std. Dev. less than 3.1 Kg)
- The die which was subjected to two cures prior to tensile remove showed comparable tensile strengths as those which did not.

The following experimental study was performed to determine the effects of bond site reuse.

Experimental Procedure

1. A substrate with a gold coated surface was obtained. Its electrical conductivity in the area where the die would be bonded was measured.
2. Die bond 2 blank silicon die (10mm x 10mm) and cure the adhesive
3. Tensile remove the 2 die and record the tensile strength (pull speed: .2 in/min)
4. Shear off the Zymet die bond adhesive from the substrate surface
5. Measure the electrical conductivity of the substrate surface in the die bond area

The results of the experiment were:

- The pre-process resistance for the sites was .119 ohms.
- The tensile strength of each die removed was greater than 20 Kg.
- The post-process resistance was .119 ohms.

Two additional observations made during these studies:

1. Between 70% and 90% of the cured Zymet stays with the die during the tensile pull.
2. Zero incidence of broken chips.

CONCLUSIONS

Overall, the feasibility of the processes discussed has been demonstrated. The key goals of the processes:

- cost effective
- quick
- module integrity

have been demonstrated as well.

The data discussed in the experimental procedures indicates that die adhesives may withstand additional cures if removal of adjacent die is necessary. In addition, adhesive shear shows that previously used sites can be made equivalent to new.

1. Building substrates with gold surfaces (or other materials with known electrical conductive properties) will aid in determining the effects of site reuse.
2. The wire removal process is a quick non-contact method for removing wires and leaves the bond pads ready for subsequent re-bonding.
3. The tensile process allows quick die removal and can provide a monitor for evaluating die adhesion to the module.
4. The shear process allows for the re-using of sites by effectively removing residual die adhesive.

ACKNOWLEDGEMENTS

The author wishes to acknowledge M. Palmer, R. Horton, C. Noyan and A. Formichelli who developed and designed the Harmonicair tool. The technical support of A. Call, L. Wang, J. Burke in the development of the die remove and adhesive shear process and the support of D. Chan for die attach. The author also wishes to acknowledge the management assistance of P. Elenius.

TRADEMARKS

REFERENCES

1. J. Lisowski and D. Mele:
"Enabling Technologies for MultiChip Modules", published in proceedings of NEPCON West '94, March 1994.

2. P. Elenius and C. Proietti-Bowne:
"Rework of Wire Bonded Devices on MCM's", published in proceeding of IEPS/ISHM International Conference on Mulichip Modules, April 1994

Attachment No. 29

Message0268	
Subject:	
From:	Charles Irvin
Date:	5/28/2009 6:05:00 PM
To:	Mustafa Aljaff

Message Body

Attached is the quantity inventory updated. It has been updated at 3:04 PM on May 28, 2009

Decaps- 677

Extractions- 637

Packaged and cleaned 637

Best Regards,

Charles Irvin
Production Manager
× logo

949-265-9092
951-553-1578
charles@mvpmicro.com

Attachment

Quantity Control Inventory.xls

Attachment

image001.gif

Outlook Header Information

Subject:
From: Charles Irvin
Sender Name: Charles Irvin
To: Mustafa Aljaff
Delivery Time: 5/28/2009 6:05:00 PM
Creation Time: 5/28/2009 6:03:13 PM
Submit Time: 5/28/2009 6:04:22 PM
Importance: Normal
Priority: Normal
Sensitivity: Normal
Flags: 17 = Read, Has Attachment
Size: 38948

Attachment No. 30

CORWIL TECHNOLOGY CORPORATION

Sales Order

Sales Order No. :
125762

Customer Code :
MVP1252

Purchase Order No. :
10003

Purchasing Contact :

Customer Name :
MVP MICRO

Terms :
COD

Requested Date :
12-08-2008

Customer Address :

Discount :
0.00

Quoted Turn :
5

Bill To: MVP MICRO INC.
17332 VON KARMAN AVE
SUITE 110
IRVINE,CA 92614
ATTN:ACCOUNTS PAYABLE

Attn To :
NEIL FALEHY

Ship To: MVP MICRO INC.
17332 VON KARMAN AVE
SUITE 110
IRVINE,CA 92614

Customer City:
IRVINE

Blanket Amount :

Ship Via :
CORWIL

Entry Date :
12-01-2008

Sales Person :
BRIAN

Created By :
Pinson, Janice

Item No.	Device / Part No.	Description	Job	Turn	Division	Unit Price	Qty	Extended Price
1	S87C751-1F24	1-Assembly to commercial process flow 809 units into 24 ld sidebraze packages. 5 day turn Category 3 Partial shipment billed at old price due to being less than 1,500 units processed	81749	5	ASSY	5.75	200	$1,150.00
2	S87C751-1F24	1-Partial shipment of above based on new price since processed > 1,500 units.	81748	5	ASSY	5	609	$3,045.00

Amount Invoiced : $4,195.00 **Blanket Balance :** $0.00 **Total :** $4,195.00

Mistake # 415897 word (Total charged)

Attachment No. 31

Message0176	
Subject:	**Fw: Quote for 24pin plastic DIP repackage...**
From:	Neil Felahy
Date:	10/17/2008 11:04:11 AM
To:	Mustafa Aljaff

Message Body

Do you want to laugh??? Open the quote, $40/piece, 7 day turn-time for only 100 pieces :)
Laugh-Out-Fucking-LOUD

--- On Thu, 10/16/08, Damon Rachell <damon@fastsemi.com> wrote:

> From: Damon Rachell <damon@fastsemi.com>
> Subject: Quote for 24pin plastic DIP repackage...
> To: "'Neil Felahy'" <nfelahy@mvpmicro.com>
> Cc: neil_felahy@yahoo.com, roger@fastsemi.com
> Date: Thursday, October 16, 2008, 6:31 PM
> Neil,
>
> Please find attached the quotation for the repackaging of
> the devices we
> discussed yesterday. You can contact me at FAST with any
> questions at
> 714-528-2550.
>
> Regards,
> Damon Rachell
>
> FAST Semiconductor Packaging LLC
>
>
>
>
>
> From: Neil Felahy [mailto:nfelahy@mvpmicro.com]
> Sent: Wednesday, October 15, 2008 4:16 PM
> To: damon@fastsemi.com
> Cc: neil_felahy@yahoo.com
> Subject: S87C751-2F24
>
>
>
> Damon,
>
>
>
> Thank you for taking my call, I could sense the frustration
> in your voice

> but I'm pretty confident that I can change things
> around. I am looking for
> someone to extract die from a Plastic Dual In-Line Package
> and
> re-bond/re-seal it in a CERDIP package. We have already
> placed at order for
> 3,500 pieces with NTK (subsidiary of NGK Sparkplugs) and
> should be receiving
> the carriers within a few days. We have the 'raw
> material' in-house (15,000
> pieces) of the plastic packaged parts.
>
>
>
> Please give me an all-inclusive quotation for the following
> duties: die
> extraction, die re-bonding, package sealing, blank test to
> see if parts hold
> code. Your outfit was highly recommended by Don at Mefas,
> and I have a lot
> of respect for him, which is the reason I would rather give
> you the business
> than QuikPak. I need to be quoted on 3,000 pieces of
> finished, functioning
> parts. The reason we purchase 3,500 pieces of the carriers
> was to offset
> any failures. In addition, the reason why we have 15,000
> pieces of the 'raw
> material' was to offset any damage done to the die in
> the extraction
> process.
>
>
>
> Thank you,
>
>
>
> Neil
>
> O: 949-265-9073
>
> M: 949-514-1199
>
> H: 949-715-7612

101608-DR1 MVP Micro 24pin DIP Repackage.xls

Conversation Topic: Quote for 24pin plastic DIP repackage...
Sender Name: Neil Felahy
Received By: Mustafa Aljaff
Delivery Time: 10/17/2008 11:04:11 AM
Creation Time: 10/17/2008 11:04:11 AM
Submit Time: 10/17/2008 11:12:33 AM
Importance: Normal
Sensitivity: Normal
Flags: 19 = Read, Unmodified, Has Attachment
Size: 37312

Microsoft Mail Internet Headers Version 2.0
Received: from psmtp.com ([64.18.3.53]) by RHDExchange.RHDistributors.com with Microsoft SMTP
Fri, 17 Oct 2008 08:04:11 -0700
Received: from source ([206.190.49.248]) by exprod8mx261.postini.com ([64.18.7.10]) with SMTP;
Fri, 17 Oct 2008 08:12:33 PDT
Received: (qmail 37647 invoked by uid 60001); 17 Oct 2008 15:12:33 -0000
DomainKey-Signature: a=rsa-sha1; q=dns; c=nofws;
s=s1024; d=yahoo.com;
h=X-YMail-OSG:Received:X-Mailer:Date:From:Reply-To:Subject:To:MIME-Version:Content-Type:I
b=lVRTnqxfP1BParp2mYkP5uwQgKDB58hgWYq409LxcQEJ9t2dluPgshcB6WS0UxBL4j/oECHmI:
X-YMail-OSG: 0k91Sp4VM1kREZnXAHvGJTop2JSaEwcyxr6NV8mK5lWVLyJcGZGmoT9RVcrRei
Received: from [65.91.29.34] by web52001.mail.re2.yahoo.com via HTTP; Fri, 17 Oct 2008 08:12:33 P
X-Mailer: YahooMailWebService/0.7.247.3
Date: Fri, 17 Oct 2008 08:12:33 -0700 (PDT)
From: Neil Felahy <neil_felahy@yahoo.com>
Reply-To: neil_felahy@yahoo.com
Subject: Fw: Quote for 24pin plastic DIP repackage...
To: mustafa@mvpmicro.com
MIME-Version: 1.0
Content-Type: multipart/mixed; boundary="0-247692069-1224256353=:37523"
Message-ID: <203779.37523.qm@web52001.mail.re2.yahoo.com>
X-pstn-neptune: 0/0/0.00/0
X-pstn-levels: (S:99.90000/99.90000 CV:99.9999 R:95.9108 P: 2.0672 M:97.0282 C:98.6951)
X-pstn-settings: 3 (1.0000:25.0000) s cv gt3 gt2 gt1 r P m c
X-pstn-addresses: from <neil_felahy@yahoo.com> [db-null]
Return-Path: neil_felahy@yahoo.com
X-OriginalArrivalTime: 17 Oct 2008 15:04:11.0081 (UTC) FILETIME=[9C6C4390:01C93069]

--0-247692069-1224256353=:37523
Content-Type: text/plain; charset=us-ascii

--0-247692069-1224256353=:37523
Content-Type: application/vnd.ms-excel; name=101608-DR1
Content-Transfer-Encoding: base64

Content-Disposition: attachment; filename="101608-DR1 MVP Micro 24pin DIP Repackage.xls"

--0-247692069-1224256353=:37523--

QUOTATION

FAST SEMICONDUCTOR PACKAGING LLC

3845 EAST MIRALOMA AVENUE SUITE B ANAHEIM, CA 92806
Phone: (714)-528-2550 Fax: 714-528-2034

COMPANY:	MVP Micro
CONTACT:	Neil Felahy
ADDRESS:	17332 Von Karman Avenue, Suite 110 Irvine, CA 92614
PHONE :	Main: 949.265.9060
FAX :	Fax: 949.271.2346
CELL:	949-715-7612
BILL TO:	Same
SHIP TO:	Same

QUOTE # 101608-DR1
DATE: 10/16/2008
EXPIRATION DATE 30 days

ITEM	DESCRIPTION	QTY	RATE	AMOUNT	TOTAL
1	Decapsulation of 24 pin plastic DIP, removal of die and wire bonds, die attach die into customer supplied ceramic CERDIP package, translate 26 wirebonds from die to new package	10-99	$60.00	NA	TBD
2	Decapsulation of 24 pin plastic DIP, removal of die and wire bonds, die attach into customer supplied ceramic package, 26 wirebonds translated from die to new package	100-1000	$50.00	NA	TBD
3	Decapsulation of 24 pin plastic DIP, removal of die and wire bonds, die attach into customer supplied ceramic package, 26 wirebonds translated from die to new package	1001-3500	$40.00	NA	TBD

Turnaround Time	*Turnaround time is 7 business days per 100 devices. Turnaround time will be renegotiated for lots larger than 500.*	TOTAL AMOUNT	TBD	TBD
		TAX 7.75%		
		GRAND TOTAL	TBD	TBD

Quotation prepared by : Damon Rachell

This is a quotation on the goods/services named, subject to the following conditions:
Ceramic CERDIP packages, donor packages, lids, lid attach, and die attach material to be provided to FAST Semiconductor Packaging LLC prior to beginning of the job (or an order is to be placed with FAST to procure these components). Parts are to be paid for in full (registered funds) prior to the beginning of any work or the start of the stated turnaround time. The customer is liable for all labor costs regardless of functionality of devices. FAST is not liable for non-functioning devices, and no testing will be performed by FAST to confirm functionality other than optical inspection of wirebond configuration.
Minimum order: 10 parts.

To accept this quotation, sign here and fax back to 714-528-2034

Attachment No. 32

Mustafa Aljaff

From: eva@micon.com.hk
Sent: Thursday, July 30, 2009 1:59 AM
To: Mustafa Aljaff
Subject: RE: Your quote ~ ATV750BL-15DM/883

Importance: High

Categories: Blue Category

Hi Mustafa,
My customer is interested in ordering this part but he has some question, pls see below. Thanks !

1) Since you said the parts will be manufactured by you, so what happen if parts are found failure ?
2) Are you authorized by Atmel to manufacturer this part ?
3) How the parts will be mark on the top ? Also, does part mark with Atmel logo ?
4) Since the parts are not manufactured by Atmel, can we buy 3 to 5pcs for sample testing first ?
5) Do you have a finished product on hand to take a picture to show us ?

Best regards,
Eva
Micon Sys-Tech Engineering
Tel: 852-2343-2595
Fax:852-2343-4108 / 8966

From: Mustafa Aljaff [mailto:mustafa@mvpmicro.com]
Sent: Tuesday, July 28, 2009 2:07 AM
To: 'eva@micon.com.hk'; Michael, RH
Subject: RE: Your quote ~ ATV750BL-15DM/883

We have the die and can manufacture the parts. The date codes would be brand new. Please get back to me asap.

From: eva@micon.com.hk [mailto:eva@micon.com.hk]
Sent: Sunday, July 26, 2009 11:30 PM
To: Michael, RH
Subject: Your quote ~ ATV750BL-15DM/883
Importance: High

Hi Michael,
Customer is interested in ordering the above part, please kindly advise for D/C and email me the picture of the parts. By the way, how many pieces you have ? My customer wants 1Kpcs. Please advise. Thanks !

Best regards,
Eva
Micon Sys-Tech Engineering
Tel: 852-2343-2595
Fax:852-2343-4108 / 8966

Attachment No. 33

CIRCUIT ELECTRONIC INDUSTRIES PUBLIC CO.,LTD.

5 SOI NANA NUA, SUKHUMVIT 3 ROAD, KLONGTOEY NUA,
WATTANA, BANGKOK 10110 THAILAND.
TEL. (66 35) 226280-9 FAX. (66 35) 330558, 330560-61

TAX No. . 310 1321052
TAX Rate : [X] 0 % [ ] 7 %

TAX INVOICE/INVOICE

BOI NO. 7005/50

INVOICE # MVP 005-092314 | INVOICE DATE : 08/03/2009 | CUST P.O. NO.

MAWB NO. :125EE060 04 4943 3778

FOR ACCOUNT&RISK OF
MESSRS : MVP MICRO
17332 VON KARMAN AVE. SUITE 110 IRVINE,CA 92614 USA.

HAWB NO. : -

ADDRESS :

CUST L/C NO. None

SHIP TO
MESSRS : MVP MICRO
17332 VON KARMAN AVE SUITE 110 IRVINE, CA.92614 USA.

DATE OF L/C. None

ADDRESS : C/O

TERM : T/T PAYMENT BEFORE SHIPMENT

FREIGHT [ ] PREPAID [X] COLLECT

VESSEL : UPS | FROM : BANGKOK | TO : USA.

SAILING ON OR ABOUT : 08/03/2009

DESCRIPTION OF GOODS (INTEGRATED CIRCUIT)				QUANTITY	UNIT PRICE	AMOUNT
Item	Device No.	Product Type	Customer PO#	LOT#	PCS	US$	US$
1	ICM7170AIBG	24L SOIC(W/B)	10086	N/A	1,808	0.25000	452.00
2	ICM7170AIBG	24L SOIC(W/B)	8896	N/A	2,340	0.25000	585.00
3	RTN.TRAY CARRIER IN STACK				58	0.10000	5.80WC
				Total EX-Factory	PCS. 4,206		US$ 1,042.80

PLEASE PAY THIS AMOUNT ==>

COMMERCIAL VALUE	: US$	1,037.00
CONSIGNED MATERIAL COST/UNIT	: US$	0.10
TOTAL CONSIGNED MATERIAL COST	: US$	414.80
VALUE FOR CUSTOMS PURPOSE ONLY:	US$	1,457.60

THIS SHIPMENT DOES NOT CONTAIN SOLID WOOD PACKAGING MATERIALS

Net Weight	:	8.30	Kgs.
Gross Weight	:	9.00	Kgs.
Total of Box	:	1.00	Boxes.

* Comfirmed Goods to be produced by
* Circuit Electronic Industries Public Co., Ltd.
* Country of original : THAILAND

FACTORY :
CIRCUIT ELECTRONIC INDUSTRIES PUBLIC CO.,LTD.
45 MOO 12, ROJANA INDUSTRIAL PARK, THAMBON THANU,
AMPHUR UTHAI, AYUTTHAYA 13210 THAILAND.
TEL. (66 35) 226280-9 FAX. (66 35) 330560-61
Exchange Rate 1 USD = 33.90000 BAHT

THIS IS A COMPUTER GENERATED INVOICE,NO.SIGNATURE IS REQUIRED

...ectronic Industries Public Co..Ltd.
...ana Nua, Sukhumvit 3 road, Klongtoey Nua.
...tana, Bangkok 10110, THAILAND.
...l. : (66 35) 226280-9
Fax : (66 35) 226710, 226714
Customer : MVP MICRO

* PACKING LIST *

Packing No: MVP 005-092314

Material : CEI MATERIAL

Date : 08/03/2009

MAS BOX NO.	SLAVE BOX NO.	DESCRIPTION PRODUCT	LEAD	DEVICE	SHIPMENT NO.	CUSTOMER PO. NO.	ASSY LOT NO.	ASSY CODE NO.	SHIP'D STATUS	QTY START LOADING	TOTAL UNITS	NET WGH. (KGS)	GROSS WGH. (KGS)
1M	M01	SOIC(W/B)	24L	ICM7170AIBG	10086	10086	N/A	002.B	Comp.	2,000	1,808		
1M	M02	SOIC(W/B)	24L	ICM7170AIBG	8896	8896	N/A	002.A	Comp.	2,957	2,340	8.3	9.0
1M		RTN.TRAY CARRIER IN STACK									58		

NOTE:
1) " MANUAL D/A "

PACKED BY:
Date : 08/03/2009

VERIFIED BY:
Date : 08/03/2009

SHIP TO: USA.

TOTAL : 4,206 8.3 9.0
TOTAL SAW WAFER : WAFERs
TOTAL BACKGRIND ONLY :

TOTAL : 1 Boxes
PAGE : 1 OF 1

Attachment No. 34

Mustafa Aljaff

From: THOMAS MILHEISER [tom@circuitsource.com]
Sent: Wednesday, July 01, 2009 7:37 AM
To: Mustafa Aljaff
Cc: Katie Alaniz
Subject: RE: Additional ICM7170AIBG parts received at CEI

Categories: Blue Category

Mustafa:

Bank info is:

The Siam Commercial Bank Public Co., Ltd. (Chidlom Office)
Bank Address : 1060 Petchburi Road, Phyathai, Bangkok 10400, Thailand.
Account No. : 001-3-50206-7
Beneficiary : Circuit Electronic Industries Public Co., Ltd.
Address : 5 Nana-Nua, Sukhumvit 3 Road, Klongtoey-Nua, Watana, Bangkok 10110, Thailand.
Swift Code : SICOTHBK

Let me know if you have any questions.

Regards,
Tom

At 04:35 PM 06/30/09, Mustafa Aljaff wrote:

Please send me the wire transfer details.

From: THOMAS MILHEISER [mailto:tom@circuitsource.com]
Sent: Tuesday, June 30, 2009 1:51 PM
To: Mustafa Aljaff
Cc: Katie Alaniz
Subject: RE: Additional ICM7170AIBG parts received at CEI

Mustafa:

Below is the series of E-Mail communications regarding the FEDEX freight collect charge that was not paid by MVP Micro.

Please initiate a P.O. for the charge ($168) as well as a wire transfer payment. The amount of the wire transfer payment should include the bank fees for the wire transfer. I am not sure the amount charged by your bank, but Mark indicated it was $35.

Regards,
Tom

-----Original Message-----
From: THOMAS MILHEISER [mailto:tom@circuitsource.com]
Sent: Wednesday, June 10, 2009 9:02 AM
To: Mark Barry
Cc: Katie Alaniz
Subject: RE: Additional ICM7170AIBG parts received at CEI

Mark:

Attached is the proforma invoice for P.O. #10078.

Please advise when the wire transfer payment is initiated.

Regards,
Tom

At 09:33 AM 6/3/2009, Mark Barry wrote:
>Okay so I guess the bank fee is $35 each time, so we'll make note
>going from here.
>
>-----Original Message-----
>From: THOMAS MILHEISER [mailto:tom@circuitsource.com]
>Sent: Wednesday, June 03, 2009 8:14 AM
>To: Mark Barry
>Cc: Mustafa Aljaff; Charles Irvin; Jason Allen
>Subject: RE: Additional ICM7170AIBG parts received at CEI
>
>Mark:
>
>Attached is the current statement showing a positive balance of
>US$48.20 in the account. We can adjust the next order accordingly.
>
>You should receive your shipment for P.O. #10076 sometime this morning.
>
>Regards,
>Tom
>
>
>
>At 02:18 PM 6/2/2009, Mark Barry wrote:
> >Yes that's what I've told them, we'll see if they listen.
> >
> >-----Original Message-----
> >From: THOMAS MILHEISER [mailto:tom@circuitsource.com]
> >Sent: Tuesday, June 02, 2009 1:19 PM
> >To: Mark Barry
> >Subject: RE: Additional ICM7170AIBG parts received at CEI
> >
> >Mark:

> >
> >Please keep me informed of the schedule for more die. It would be
> >best to hold the shipments to CEI until you have at least 1000 die
> >in each lot.
> >
> >Regards,
> >Tom
> >
> >
> >
> >At 01:15 PM 6/2/2009, Mark Barry wrote:
> > >343, this will be the final shipment for this order, but I think we
> > >will be making a new order when we get more die. I believe we are
> > >currently working on getting up to 4000 more. I don't know what
> > >kind of agreement we had, but we can still do $.25 per piece.
> > >
> > >Thanks,
> > >
> > >Mark
> > >
> > >-----Original Message-----
> > >From: THOMAS MILHEISER [mailto:tom@circuitsource.com]
> > >Sent: Tuesday, June 02, 2009 12:12 PM
> > >To: Mark Barry
> > >Subject: RE: Additional ICM7170AIBG parts received at CEI
> > >
> > >Mark:
> > >
> > >How many die were in the shipment of June 1?
> > >
> > >Is this the final shipment?
> > >
> > >Regards,
> > >Tom
> > >
> > >
> > >At 01:05 PM 6/2/2009, Mark Barry wrote:
> > > >Thomas, I guess there were a few more parts shipped than I told
> > > >you. Here is the revised PO and the tracking number for the
> > > balance incoming:
> > > >
> > > >1Z168VE60449190542
> > > >
> > > >Also, I noticed I wire too much again for the last invoice. I have
> > > >that we should have a $73.20 credit. Please confirm and I can
> > > >deduct it from the next invoice.
> > > >
> > > >Thanks,
> > > >
> > > >Mark
> > > >

> > > >-----Original Message-----
> > > >From: THOMAS MILHEISER [mailto:tom@circuitsource.com]
> > > >Sent: Monday, June 01, 2009 8:30 AM
> > > >To: Mark Barry
> > > >Cc: Mustafa Aljaff
> > > >Subject: Additional ICM7170AIBG parts received at CEI
> > > >
> > > >Mark:
> > > >
> > > >CEI received shipments of ICM7170AIBG die with total quantity
> of 690 pcs.
> > > >
> > > >Please send a new P.O. to cover these 690 pcs.
> > > >
> > > >Are there more die coming?
> > > >
> > > >Regards,
> > > >Tom
> > > >

Attachment No. 35

RED HOT DISTRIBUTORS

RH Distributors
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone:

Invoice #: 4404
Invoice Date: 5/1/2008
Ordered Date: 4/4/2008

Bill To:

Ocm Manufacturing
2183 Thurston Drive
Ottawa, ON K1g6c9,
Phone: (613) 736-5665
Fax: (613) 736-5525

Ship To:

Ocm Manufacturing
2183 Thurston Drive
Ottawa, ON K1g6c9,

PO #:	Ship Via:	Account#:	Sales Rep:	Ordered By:	Terms:
P24045	Fedex International	COLLECT	Mustafa Aljaff	Ray Boucher Jason 291	Cc

Ref#	Part Number/Description	Mfg	Qty Ord	Qty Ship	Unit Price	Ext Price
4404-1	AD8651ARMZ-R2	ANALOG	230	230	$ 8.90	$ 2,047.00

Charge

TRACKING: 792049433302

All claims must be reported within 30 days of Invoice Date. RH Distributors reserves the right to charge the buyer all costs of collection, including reasonable attorney's fees and court costs, for any invoice 30 days over the stated terms due date

Tax:	0.00%	$ 0.00
S & H:		$ 44.92
Order Total:		$ 2,091.92

RH Distributors
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone:

44.92

Sales Order

Sales Order #: 4915

Order Date: 4/4/2008

Bill To:

Ocm Manufacturing
2183 Thurston Drive
Ottawa, ON K1g6c9,
Phone: (613) 736-5665
Fax: (613) 736-5525

Ship To:

Ocm Manufacturing
2183 Thurston Drive
Ottawa, ON K1g6c9,

PO #:	Ship Via:	Account:	Sales Rep:	Buyer	Terms:
P24045	Fedex International	COLLECT	Mustafa Aljaff	Ray Boucher Jason 291	Cc

Ref#	Part Number/Description	Mfg	Ord Qty	BO Qty	Unit Price	Ext Price
4915-1	AD8651ARMZ-R2 SHIP BY: 4/4/2008	ANALOG	230	230	$ 8.90	$ 2,047.00

Visa
4500600001401193
03/10
Michel Jullian

Tax:	0.00%	$0.00
Freight:		$0.00
Order Total:		$ 2,047.00

PURCHASE ORDER # P24045

Order Date: Mar 20, 2008

Manufacturing
for today's emerging brands

Vendor:
Red Hot Distributors
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone 949-265-9067
Fax: 949-265-9099

Ship to:
OCM Manufacturing Inc.
2183 Thurston Dr.
Ottawa, ON K1G 6C9
Canada
Phone: (613) 736-5665
Fax: (613) 736-5525

Bill to:
OCM Manufacturing Inc.
2183 Thurston Dr.

Ottawa ON K1G 6C9
Canada

Terms	Vendor Contact	FOB	Ship Via	Currency
Visa		DESTINATION	BEST WAY	US DOLLAR

PURCHASE ORDER DETAILS QUOTE 49835

Item 1 of 1	Order Qty 238.00	U/M EA	OCM'T PN: D110-OCM00043	Description SMD IC OP AMP 50MHZ	Unit: $8.9000	Ext'd: $2,047.00
Vendor PN: D110-OCM00043		Mfr ANALOG DEVICES	Mfr's PN: AD8651ARMZ-R2	GL:	Dock Date: Apr 4, 2008	
Item Specifications	Analog Devices AD8651ARMZ-R2					

Order Total: $2,047.00
(Plus Applicable Taxes)

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms delivery method, and specifications listed herein
3. Please notify OCM immediately if Dock Date cannot be met.
4. On time delivery is measured by the following criteria:
Five (5) working days early, zero (0) working days late.

Under the provisions of the RETAIL SALES ACT, I/we claim exemption from the tax on the purchase of the tangible property ordered herein PST # 6144-0388

****CONFIRMATION REQUIRED****

*** All parts with an OCM PN containing "-G" immediately after the first 3 characters ***
*** must be RoHS compliant. Advise OCM immediately if this requirement cannot be met.***

MVP MICRO

MVP Micro
17332 Von Karman Ave
Suite 110
Irvine, CA 92614
Phone: (949) 265-9060
Fax: (949) 271-2346

Purchase Order

Purchase Order #: 5608
Order Date: 4/4/2008

Vendor:

Trusted Components
10 Malcolm Hoyt Drive
Newburyport, MA 01950
Country: Usa
Phone: (978) 462-5689
Fax: (978) 465-2848

Ship To:

MVP Micro Inc
17332 Von Karman Suite 110
Irvine, CA 92614

Sales Person:	Terms:
Marilyn	NET30

PO #:	Ship Via:	Account #:	Buyer:	Order#:
5608	UPS Red	168VE6	Dan Vasseur	

Ref#	Part Number/Description	Mfg	Qty.	Unit Price	Ext Price
5608-1	AD8651ARMZ-R2 DUE DATE: 4/8/2008	ANALOG	230	$2.23	$512.90
5608-2	AD8651ARMZ-R2 DUE DATE: 4/8/2008	ANALOG	20	$2.23	$44.60

1 reel of 250

This purchase order ("order") is a written confirmation of the oral agreement previously reached between Seller and Buyer. Unless expressly provided otherwise in this Contract, all goods furnished by Seller to Buyer pursuant to this Contract are guaranteed to be new, unused, and in their original packaging (unless otherwise stated). If any of the goods are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, seller will timely replace such goods with conforming ones or, at Buyer's sole discretion, immediately provide Buyer with either a full credit or a full refund for such goods. Seller shall also be liable to Buyer for all damage, loss (direct or consequential), cost and expense attributable to such defect. Buyer may cancel this order or any portion hereof at any time prior to shipment. Buyer shall be entitled to a refund of or credit for any advance payments.

S & H:	$0.00
Order Total:	$557.50

HGM, INC.
2122 Ronald Street
Santa Clara, CA 95050-2820
(408) 748-9660 Fax (408) 748-0339
www.hgminc.com

INVOICE

DATE	INVOICE #
4/29/2008	64937

BILL TO:

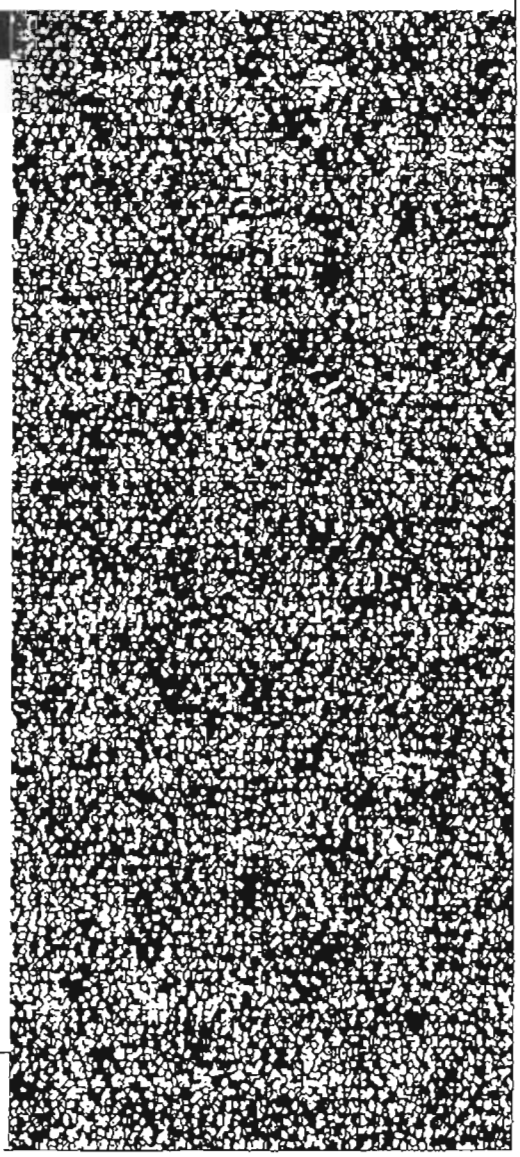
MVP Micro. Inc
17332 Von Karman Ave.
Ste 110
Irvine. CA 92614

SHIP TO:

MVP Micro. Inc.
17332 Von Karman Ave.
Ste 160
Irvine. CA 92614

P.O. NUMBER	SA#	REP	SHIP	VIA	F.O.B.	TERMS
		KR	4/29/2008	UPS-Red	Origin	Net 30

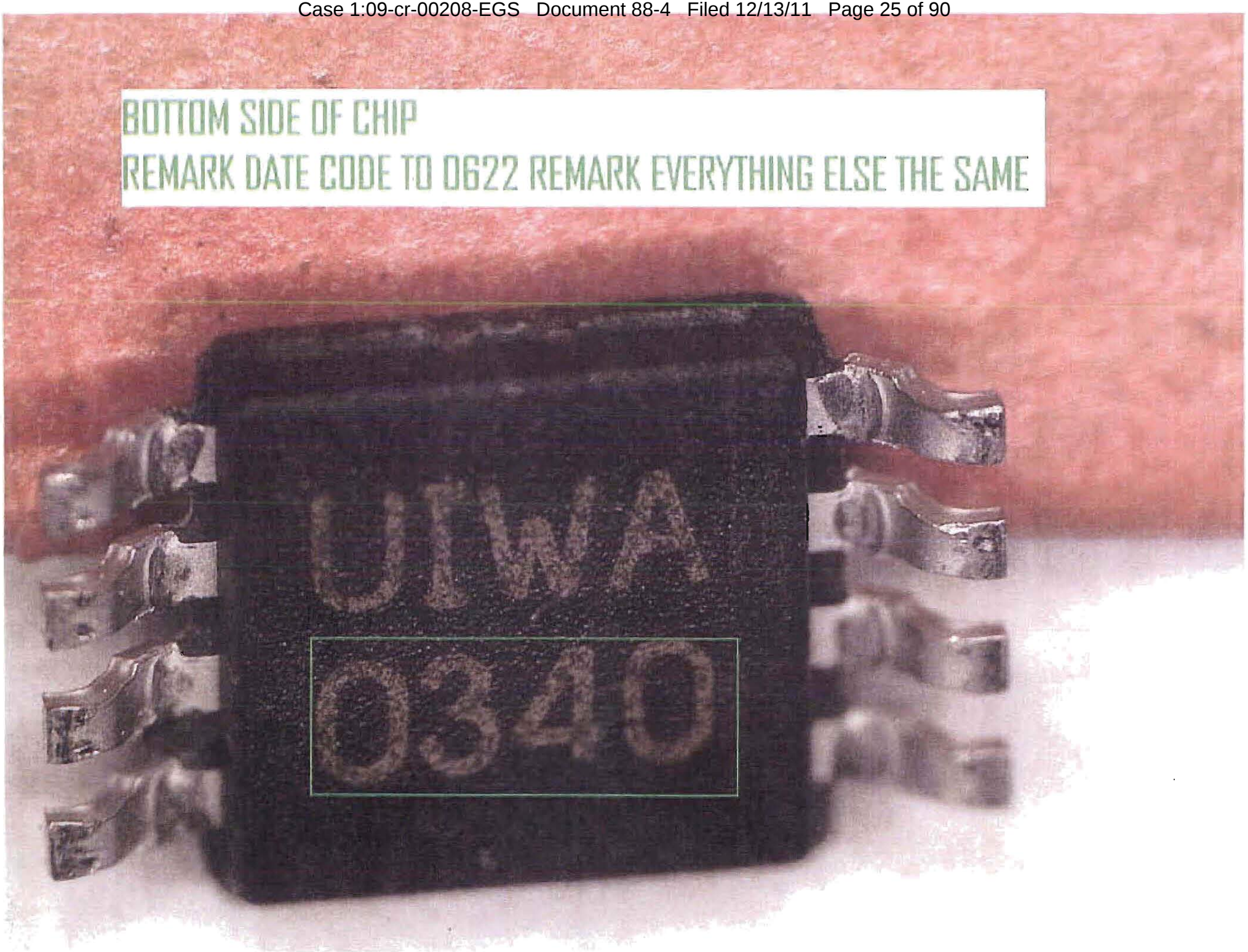
QUANTITY	DESCRIPTION
247	AD8651ARM-R2 for demark/mark both top and bottom top mark same bottom mark 0712 date code
1	Marking setup



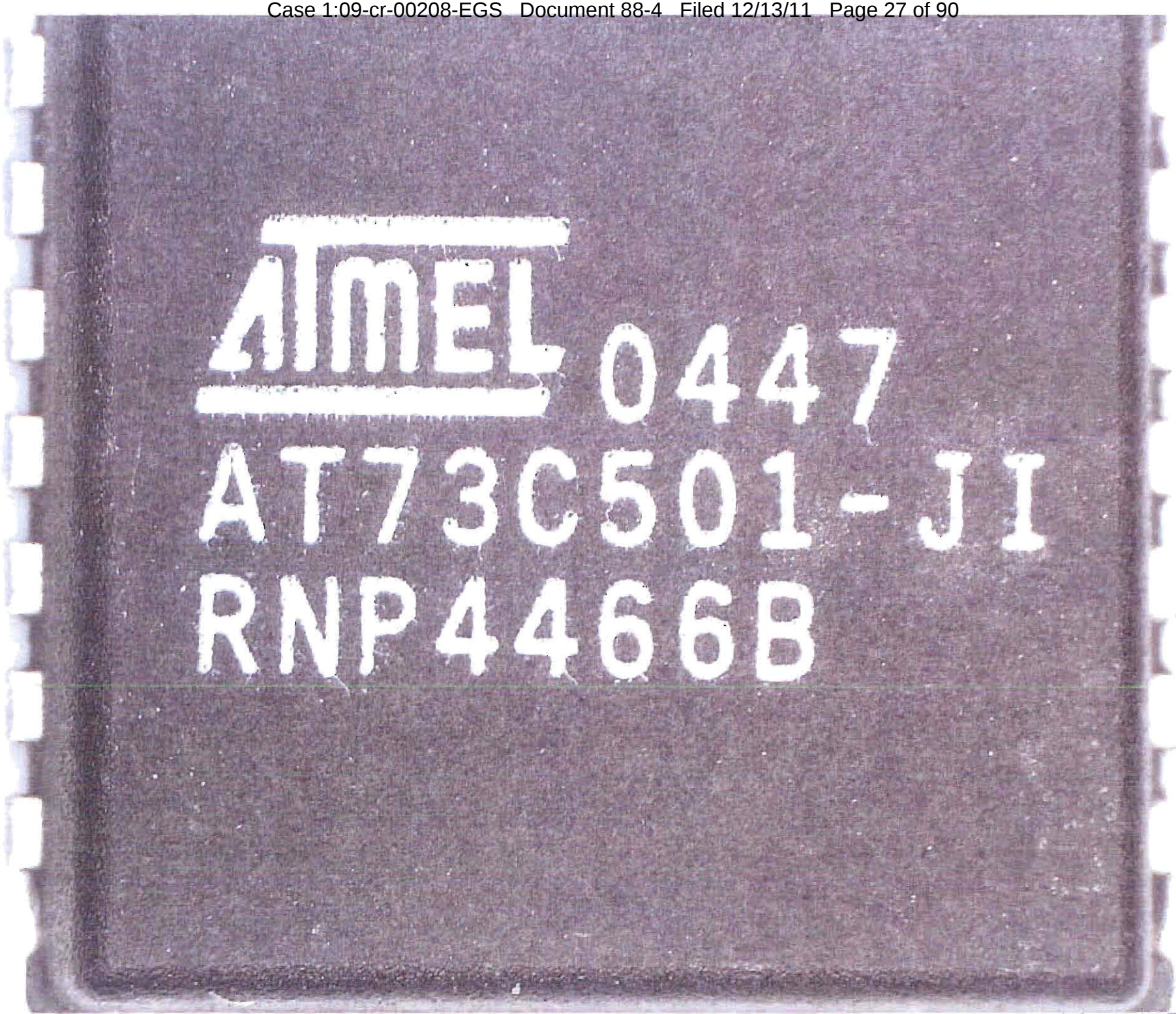
Attachment No. 36

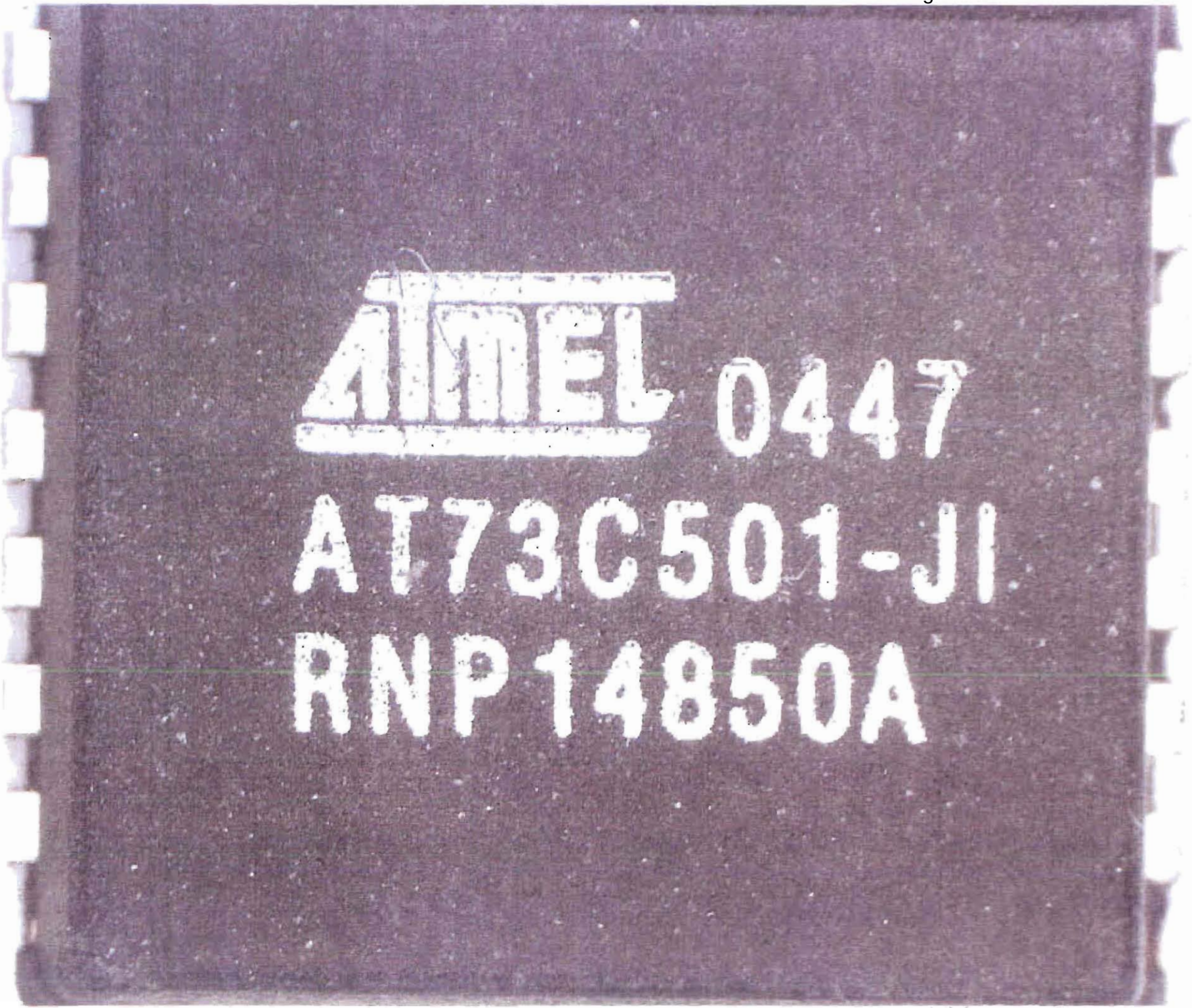
BOTTOM SIDE OF CHIP

REMARK DATE CODE TO 0622 REMARK EVERYTHING ELSE THE SAME

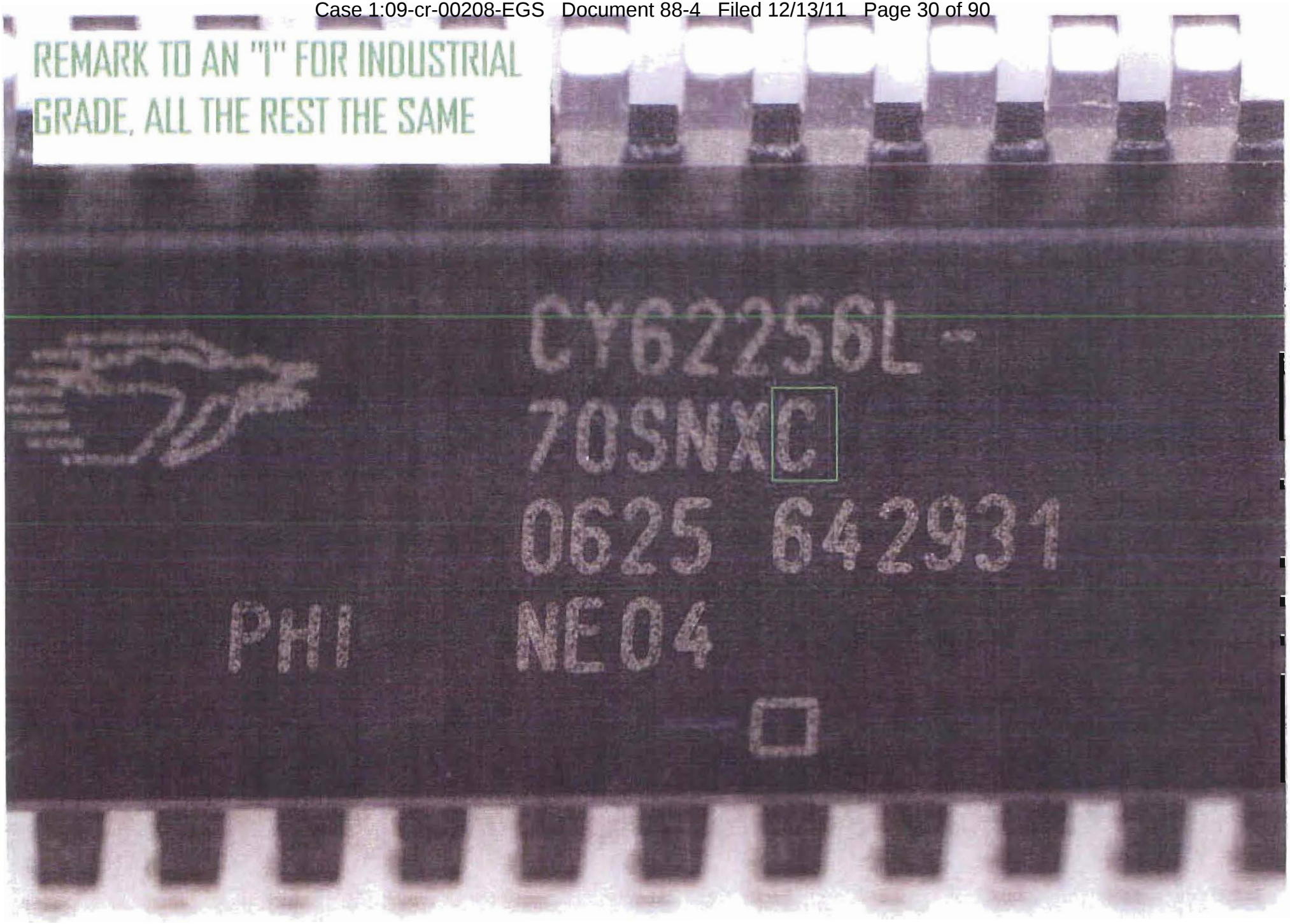



REMARK THE DC TO "0447" AND
REMARK EVERYTHING ELSE THE SAME
ATMEL
0317
AT73C501-JI
RNP12351A


ATMEL 0447
AT73C501-JI
RNP4466B

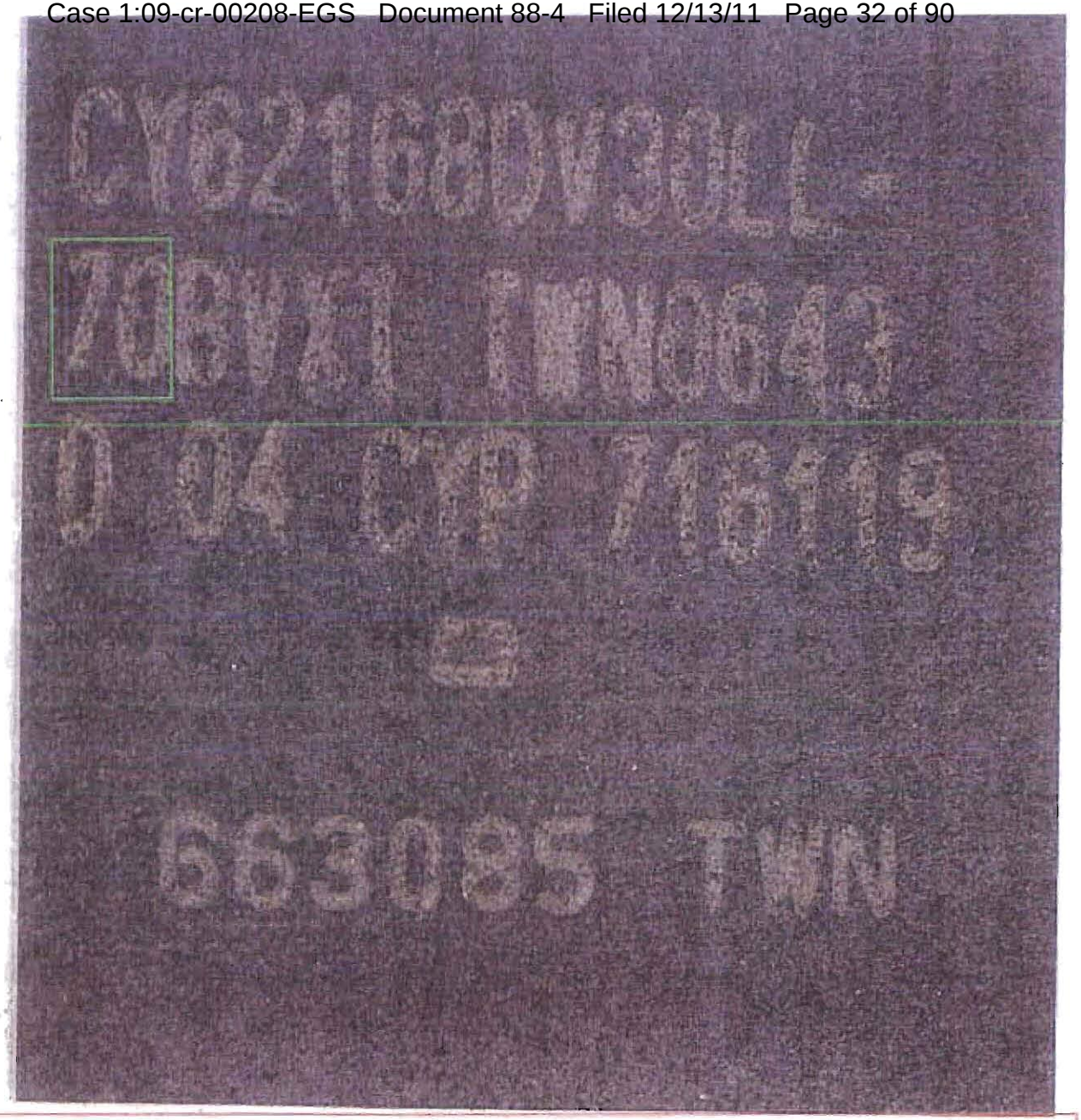

ATMEL 0447
AT73C501-JI
RNP14850A


ATMEL
0235
AT73C501-JI
RNP14850A
REMARK DATE CODE TO
0447

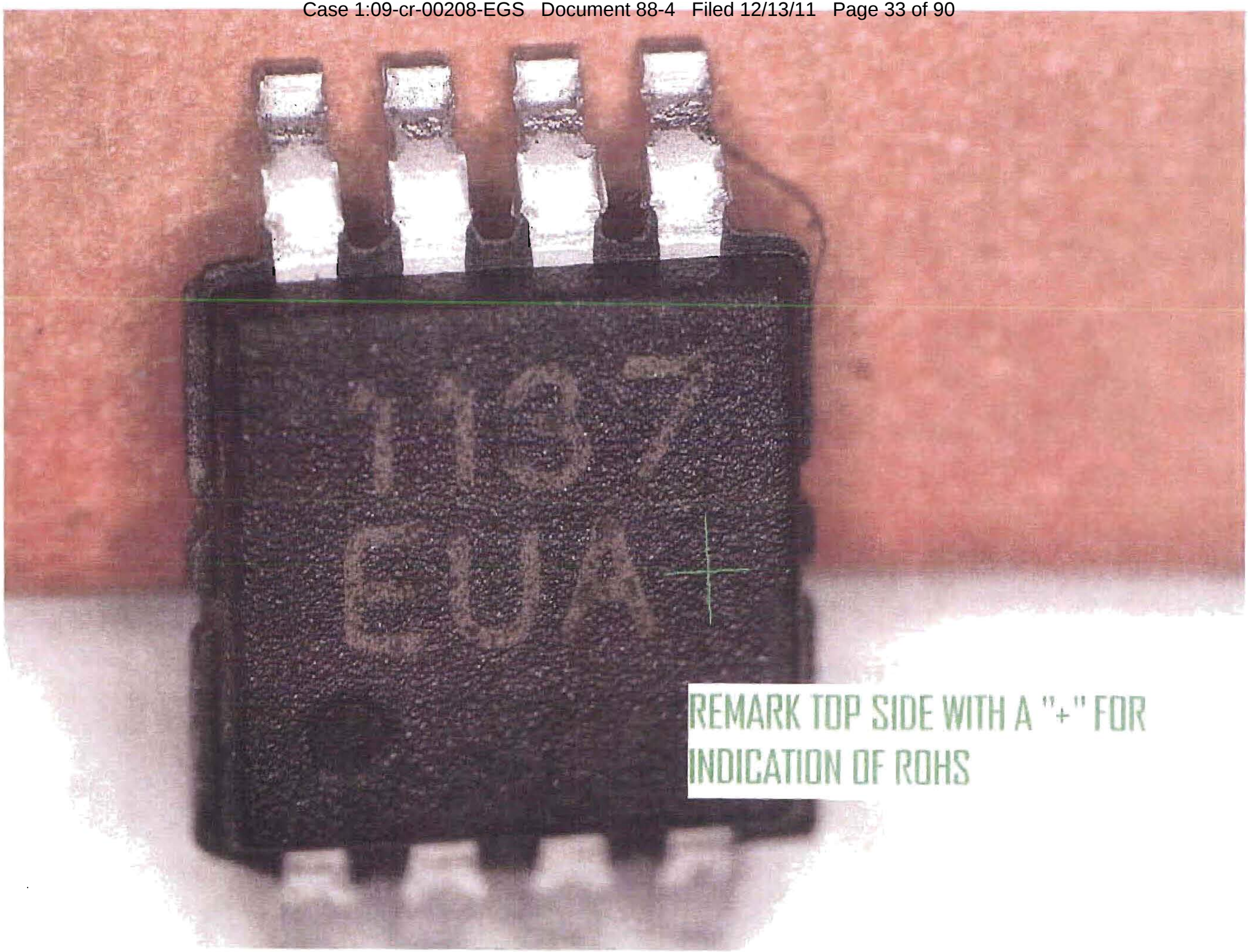

REMARK TO AN "I" FOR INDUSTRIAL
GRADE, ALL THE REST THE SAME
CY62256L
70SNXC
0625 642931
PHI NE04


27012
LTC1821ACGW
J40497
REMARK TO AN
"I" FOR
INDUSTSRIAL

CHANGE THE "70"
TO A "55"



REMARK EVERYTHING ELSE THE SAME AS IS


REMARK TOP SIDE WITH A "+" FOR
INDICATION OF ROHS

Attachment No. 37

Message3347	
Subject:	ACTEL PART FOR REMARK
From:	Dan Vasseur
Date:	5/19/2008 12:16:07 PM
To:	Michael Meindorfer
CC:	Nathaniel Richard

Message Body

HELLO MICHAEL,

ANOTHER PART THAT SHOULD BE ARRIVING TODAY.

ANY QUESTIONS – 949-265-9062

DV

Attachment

actels.JPG

Outlook Header Information

Conversation Topic: ACTEL PART FOR REMARK
Subject: ACTEL PART FOR REMARK
From: Dan Vasseur
Sender Name: Dan Vasseur
To: Michael Meindorfer
CC: Nathaniel Richard
Received By: Nathaniel Richard
Delivery Time: 5/19/2008 12:16:07 PM
Creation Time: 5/19/2008 12:16:06 PM
Submit Time: 5/19/2008 12:16:32 PM
Importance: Normal
Priority: Normal
Sensitivity: Normal
Flags: 19 = Read, Unmodified, Has Attachment
Size: 397490

NCIS

Case Summary
Case Information
File Overview
Evidence List

Supplementary Files
- None -

List by File Path
- None -

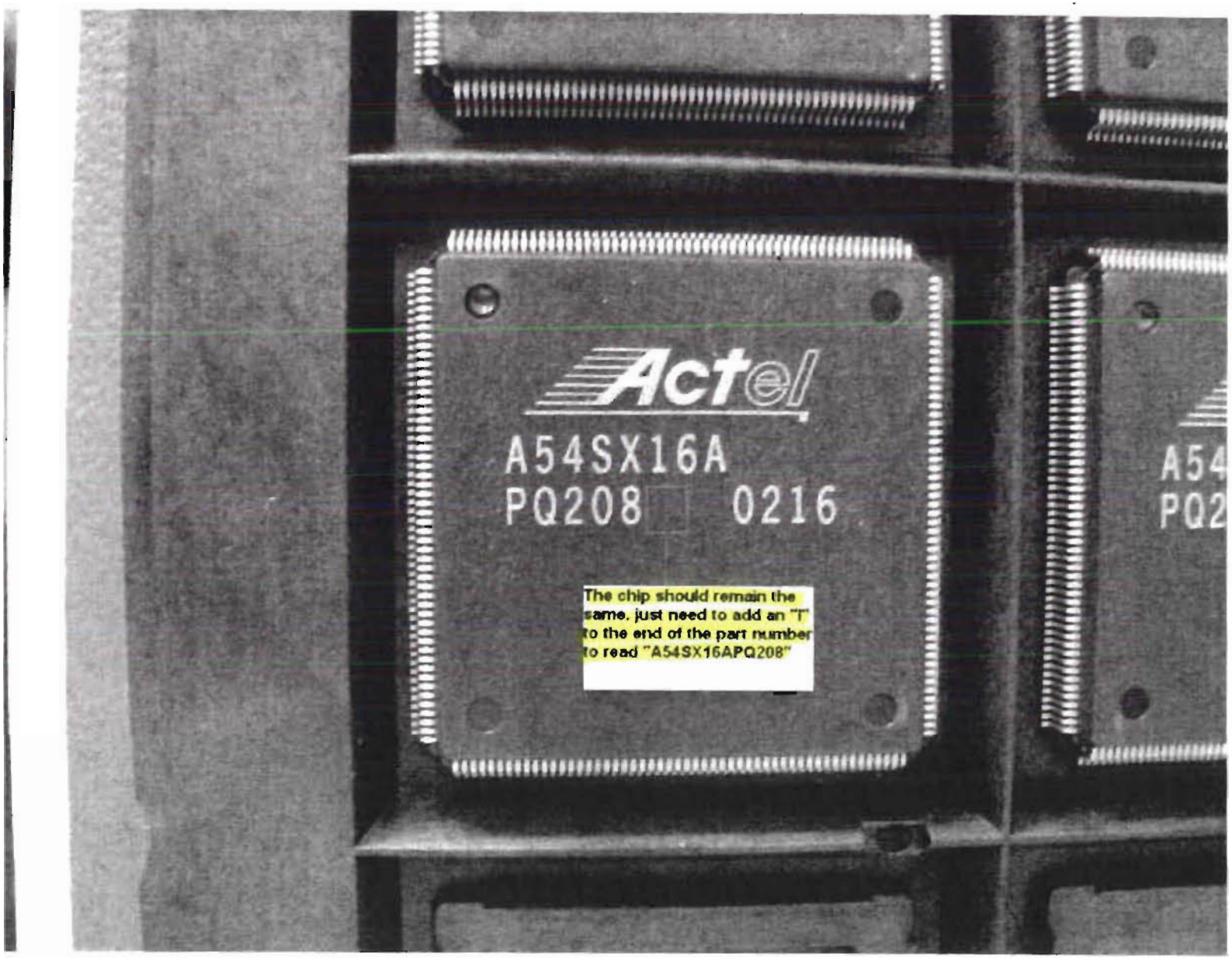
MS Access database
- None -

List File Properties
- List File Properties -

Selected Bookmarks
Contents
Responsive

Selected Graphic Thumbnails
- None -

FTK



Attachment No. 38

Message10056	
Subject:	**RE: MVP MICRO/Cell 949 769 0309/parts ship on Saturday to you on my FEDEX account.**
From:	Mustafa Aljaff
Date:	10/31/2008 12:12:27 AM
To:	Neil Felahy

Message Body

These were drop shipped from HGM. No more outside jobs (HGM, A&J) we lose control. I bought the HELLER OVENS, HEPCO-BLUE BGA RE-BALL MACHINE, re-mark machine .

From: Neil Felahy
Sent: Thursday, October 30, 2008 7:25 PM
To: Mustafa Aljaff
Sub

Outlook Header Information

Conversation Topic: MVP MICRO/Cell 949 769 0309/parts ship on Saturday to you on my FEDEX account.
Subject: RE: MVP MICRO/Cell 949 769 0309/parts ship on Saturday to you on my FEDEX account.
From: Mustafa Aljaff
Sender Name: Mustafa Aljaff
To: Neil Felahy
Delivery Time: 10/31/2008 12:12:27 AM
Creation Time: 10/31/2008 12:12:27 AM
Submit Time: 10/31/2008 12:12:27 AM
Importance: Normal
Sensitivity: Normal
Flags: 3 = Read, Unmodified
Size: 42024

Attachment No. 39

CORWIL	QUANTITY RECEIVED	RECEIVED DATE	COMPLETION DATE	QUANTITY SHIPPED	SHIPPED DATE
SCANPSC	291	1/21/2009	1/28 (246), 1/29 (31)	277	1/28 AND 1/29
MC12511	201	1/22/2009			

HGM	QUANTITY RECEIVED	RECEIVED DATE	COMPLETION DATE	QUANTITY SHIPPED	SHIPPED DATE
PA7536JI	7000	1/16/2009	RMA'D	6995	1/28/2009
QCIXF1002ED	109	1/23/2009	1/28/2009	109	1/28/2009
	110	1/28/2009	2/2/2009		

TINTRONICS	QUANTITY RECEIVED	RECEIVED DATE	COMPLETION DATE	QUANTITY SHIPPED	SHIPPED DATE
UPD75P108BGF-3BE	600	1/28/2009	350 ON 1/29/2009		

1

ISSUES

SOME OF THE LOT HAD LID SEALING PROBLEMS, THUS THE SHIPMENT WAS BROKEN UP

LAFE SHIPPED PACKAGE AS LABRA, THEY WERE UNFAMILIAR WITH LABRA AND THE PACKAGE SAT FOR 4 DAYS

ISSUES

COULDN'T REMARK WITH LASER, THEY HAVE A YAG AND IT ISN'T ETCHING INTO THE SUBSTRATE.

3 DAY CHEMICAL DEMARK PROCESS

ISSUES

MARK WILL EXPEDITE PARTIAL ORDER TODAY.

(2)

Attachment No. 40

December 6, 2011

The Honorable Emmet G. Sullivan
United States District Judge
U.S. District Court for the District of Columbia
333 Pennsylvania Ave., NW
Washington, D.C. 20001

RE: United States v. Mustafa Abdul Aljaff and Neil Felahy
Criminal Case Number 09-208

Your Honor:

I am writing you on behalf of the Semiconductor Industry Association to outline the damages caused by the sale of counterfeit semiconductors by MVP Micro, Inc. and affiliated companies. The semiconductor industry is the largest U.S. exporter and employs over 180,000 people in the U.S. Semiconductor companies invest billions of dollars each year to design and manufacture products to the highest quality and reliability levels. Due to semiconductor companies' pristine manufacturing operations in factories that can each cost over a billion dollars as well as exhaustive testing processes, failures of legitimate semiconductors are very rare. Industry data shows that less than 0.01% of legitimate semiconductor components will ever fail during operation in electronics systems. However, counterfeit semiconductors such as those sold by MVP Micro have high failure rates. Failures of counterfeits are unpredictable; counterfeits may initially work fine and suddenly fail catastrophically without warning. Depending on the electronic systems in which they are used, the failure of counterfeit semiconductors can jeopardize the health and safety of U.S. citizens and military personnel.

Prior to the arrest of the defendants on October 8, 2009, MVP Micro and related companies had websites selling what were purported to be products from a who's who of the semiconductor industry. Major U.S. semiconductor companies identified on MVP Micro's website included: Advanced Micro Devices, Inc.; Altera Corp.; Analog Devices, Inc.; Atmel Corp.; Fairchild Semiconductor Corp.; Freescale Semiconductor, Inc.; Integrated Device Technology, Inc.; Intel Corp.; Intersil Corp.; Linear Technology Corp.; LSI Corp.; Maxim Integrated Products; Micron Technology; National Semiconductor Corp.; ON Semiconductor; QUALCOMM, Inc.; STMicroelectronics; and Texas Instruments. All these companies are members of the Semiconductor Industry Association, and many are active members of the Anti-Counterfeiting Task Force that I chair. Semiconductor companies sell their products to customers either directly or through authorized distributors / resellers. MVP Micro was not an authorized distributor for semiconductors from any of the preceding companies, yet their website did not make this clear. Therefore, through thousands of transactions, hundreds of customers purchased semiconductor products from MVP Micro after visiting their website, never realizing that these products might not be legitimate. More disturbingly, these counterfeits might cause harm to the health and safety of people directly or indirectly using the products containing the counterfeits, could cause failures of the critical infrastructure required for our country and military, and could jeopardize mission-critical applications, military systems, and operations.

One manner in which MVP Micro manufactured counterfeit semiconductors involved "harvesting" the silicon chips out of plastic packages, re-packaging them, and then marking the packages to indicate they were new. More specifically, MVP's manufacturing process consisted of:

(1) Obtaining integrated circuits (new, used, or counterfeit) in plastic packages;
(2) Using acids to etch away the plastic over the silicon chips;
(3) Heating the packages to above the melting point of the adhesive used to secure the chips to the packages;
(4) Using tweezers to remove the chips from the packages;
(5) Mounting the chips in new packages;
(6) Marking the new packages with semiconductor companies' trademarked logos, product numbers, and date codes / lot numbers to indicate they were new products from major semiconductor companies.

MVP Micro's process for manufacturing counterfeits had the potential to introduce numerous defects that would never be present in legitimate products, including:

(1) Corrosion of chip circuitry due to use of acids to remove plastic over the chip;
(2) Cracking of the silicon chip due to use of tweezers to remove the die from the plastic package;
(3) Contamination of chip circuitry due to the lack of a clean room when manufacturing counterfeits;
(4) Electrostatic discharge (ESD) damage due to lack of controls against static electricity buildup when manufacturing counterfeits; and/or
(5) Shock and other types of damage from inappropriate handling, storage, and transportation practices that would also degrade performance and the operating life of the product.

These defects can result in immediate failure of the component. However, more insidiously, these defects can remain undetected during visual and electrical testing of electronic systems, and later result in sudden failures during system use. For example, if the electronic flight control system for a jet plane has a counterfeit integrated circuit with a crack in the silicon chip, the mechanical stress on the chip from flight turbulence can cause the crack to propagate, resulting in complete failure of the component. The resulting failure of the flight control system could cause loss of control of the plane, jeopardizing lives. This same catastrophic sequence of events could occur if, for example, the counterfeit component was installed in an automobile braking or seat belt system, causing serious injuries or deaths.

With this background, the damages caused by MVP Micro's deliberate manufacture and sale of counterfeit semiconductors, while ignoring the risks, were wide-ranging and included:

(1) Semiconductor companies lost millions of dollars in revenue due to MVP Micro selling counterfeit semiconductors, sometimes at well below semiconductor companies' retail prices. This loss of revenue adversely impacts semiconductor companies' ability to maintain or increase employment levels and to invest in research and development.
(2) Semiconductor companies' reputations were damaged by the failure of counterfeit products bearing their trademarked logos. In many cases, customers experiencing failures did not realize that they had bought counterfeit products, and thus incorrectly assumed that semiconductor companies manufactured the low-quality products.
(3) As with semiconductor companies whose reputations were damaged, companies that bought products from MVP Micro likewise had their reputations damaged when their electronic systems failed during end-customer use.
(4) Semiconductor companies whose products were counterfeited had to devote significant time, money, and engineering resources to analyze suspect and failing semiconductor products.

Semiconductor companies incurred costs associated with analyzing products that were seized by Customs and Border Protection, bought undercover by U.S. government agencies, seized at MVP Micro's facility on October 8, 2009, and submitted by MVP Micro customers who experienced failures. In addition, four semiconductor companies incurred travel expenses associated with sending investigators to MVP Micro's facility in October 2009.

(5) Companies that bought the counterfeits incurred major unplanned expenses when identifying and replacing these components. In addition, they were also financially responsible for any associated warranty and liability costs.

(6) Most significantly, counterfeit components cause electronic systems to have much higher than normal failure rates. The impact of counterfeit component failures can be devastating, even in the case of consumer electronic products. For example, battery chargers for electronic toys, cell phones, laptop computers, etc. use high-power semiconductors to convert 110 volt AC to low-voltage DC. Failures of counterfeit high-power semiconductors can cause battery chargers to overheat to the point of igniting fires. In addition, semiconductor components are commonly used in vehicle and train safety systems, aviation navigation systems, medical devices, first-responder communication systems, and other critical electronic systems where failures can result in people being injured or killed. In cases where vehicles, trains, or planes crash due to counterfeits, the electronic systems are often destroyed, and therefore it is not possible to conduct failure analysis to identify the specific counterfeit component. Finally, MVP Micro sold counterfeit military-grade semiconductors used in electronic systems for military and aerospace applications. These military-grade counterfeit components are particularly troubling since they jeopardize US military readiness and endanger the lives of military personnel flying fighter jets, relying on communications systems, and using other critical equipment that requires reliable semiconductor products.

While the total economic and non-economic damages caused by MVP Micro's sale of counterfeit semiconductor components are unknown, the harm the defendants caused is substantial and wide-ranging as outlined above. The Semiconductor Industry Association urges you to recognize these damages when you consider the defendants' sentences in the MVP Micro case.

Sincerely,

Andrew H. Olney
Chairman, Anti-Counterfeiting Task Force
Semiconductor Industry Association
1101 K Street, NW Suite 450
Washington, DC 20005

cc:
Sherri L. Schornstein
Assistant U.S. Attorney
Fraud & Public Corruption Section
U.S. Attorney's Office for the District of Columbia
555 4th Street, NW
Washington, D.C. 20001

Attachment No. 41

Altera Corporation
101 Innovation Drive
San Jose, CA 95134
Phone: 408-544-7000

ALTERA.

The Honorable Emmet G. Sullivan
United States District Judge

U.S. District Court for the District of Columbia
333 Constitution Ave., N.W.
Washington, D.C. 20001

RE: United States v. Mustafa Abdul Aljaff and Neil Felahy,
Criminal Case Number 09-208

Your Honor,

This letter is being sent on behalf of Altera Corporation to illustrate some of the ways that the actions of defendants Aljaff and Felahy, and counterfeiting in general, have caused harm to Altera.

Altera employs over 2600 people worldwide, and is headquartered in San Jose, California. Altera's products are commonly referred to as Field-Programmable Gate Arrays, or FPGAs. FPGAs are semiconductor chips that are designed to be configured by Altera's customers to suit their specific needs. Unlike ASICs, an FPGA may be quickly programmed and put into a commercial product, without requiring significant expenditure in the design and manufacture of the physical chip. By using Altera products, Altera's customers may reduce their research and development costs and get their products to market faster. Because Altera parts are more flexible in application than a traditional integrated circuit, Altera has many different customers in different technology fields that buy the same Altera product and configure it to work in their own products. These fields include the automotive, broadcast, computer and storage, consumer, industrial, medical, military, test and measurement, wireless, and wireline industries.

Altera typically "grades" each of its integrated circuit products based on its capabilities and its speed. Each of these differences may result in a different part number or product name being applied to its chip packages. Altera's customers rely on Altera to properly identify the capabilities of each chip to ensure that they will work properly in customers' products. Using a chip with the wrong capabilities or speed may cause a product to intermittently or completely fail during operation. As may be expected, as the speed and capabilities of the chip increase, so does

the cost. Therefore customers require proper identification of capabilities and speed so that they may select the most cost effective Altera product to match their required performance.

Altera generally encounters two types of counterfeit products. Counterfeit chips either are typically completely fake chips which are manufactured, and marked, to look like Altera products, or are older, slower, or less-capable Altera chips re-marked to appear as a more capable chip. In the latter case, the counterfeiter removes the identifying numeric codes and product identification from the chip and replaces them with similar looking codes associated with a more expensive Altera product. Many times the counterfeit chips are comingled with legitimate chips, reducing the chance that random sampling will discover the problem. The deceit is often not recognized until the counterfeit parts are placed into service requiring speed or capabilities of which they are not capable.

Counterfeiting harms Altera in several ways. The first and most obvious way is through the loss of sales of legitimate Altera products. With respect to the defendants, CBP confiscated almost $89,000 worth of counterfeit Altera products. This is merely the tip of the iceberg when we consider that CBP is able to discover and confiscate only a small percentage of these illegitimate devices. In addition to the lost $89,000 in sales for Altera, the counterfeit products also create a price erosion effect on Altera's legitimate sales. In some cases, the counterfeiter will sell the products at a fraction of Altera's list price in order to entice buyers to buy outside of Altera's official sales channels. This results in legitimate customers pressuring Altera to lower its prices to compete with the fake chips. Predictably, this price erosion costs Altera significant revenue. As a result, Altera has expended significant resources to combating counterfeiting, including working with CBP to identify illegitimate devices.

Finally, and most importantly, counterfeit goods have a significant public cost in terms of economic damage and human lives. Altera's parts are found in a large variety of industries, from telephone networks, to internet networking, to automotive applications. If a manufacturer unwittingly incorporates a counterfeit part into their product—requiring performance or capabilities that the part cannot achieve—a failure may occur. At the very least, such a failure causes an individual economic harm. Depending on the application, the counterfeit product may harm an entire community, for example if a telephone system fails to operate due to a counterfeit Altera product, or a consumer product incorporating a counterfeit product malfunctions and catches on fire. This may even lead to the loss of human life in certain situations, such as when the failing product is used for safety purposes, or controls the safe operation of an automobile or airplane. Additionally, with respect to the defendants, several of the counterfeit chips were marked as military grade. These chips may have been destined for use in military systems used to protect our troops or our country as a whole. Had they failed during use, the result could have been devastating.

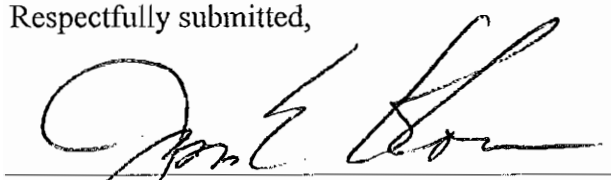
Altera Corporation

101 Innovation Drive, SanJose, CA 95134, Phone: 408-544-7000

Secondary to the potential public cost, the failure of counterfeit products harms Altera's reputation and goodwill. If a dozen toaster ovens using counterfeit Altera parts burst into flames, Altera will bear the brunt of the public dissatisfaction. Altera's reputation as being able to provide reliable and high-performance parts is critical to Altera's ability to continue to operate within its market. Any failures of chips with the Altera name on them, whether they are legitimate Altera parts or counterfeits, harm that ability.

In sum, the sales of counterfeit parts harm Altera's revenue through lost sales and price erosion. Additionally, Altera has had to incur additional monetary and manpower expense in combating these counterfeiting activities. Finally, if such a counterfeit part should fail, Altera may also be harmed through damage to our good reputation necessary to continue operating in its market, but more importantly, the public may be harmed economically, or through the loss of human life. Altera respectfully requests that the Court issue a restitution order for the losses incurred by Altera, and in addition requests that the Court impose a significant sentence to deter other would-be counterfeiters from engaging in these activities.

Respectfully submitted,



James E. Glore
IP Counsel
Altera Corporation
12/8/2011

Altera Corporation

101 Innovation Drive, SanJose, CA 95134, Phone: 408-544-7000

Attachment No. 42

Joseph Lampasona

From: Cliqbook [TravelWizard@outtask.com]
Sent: Thursday, August 20, 2009 10:54 AM
To: joseph.lampasona@st.com; VERONICA.DELPIZZO@ST.COM; joseph.lampasona@st.com
Subject: Cliqbook Travel Itinerary 08/31/2009: TRIP FROM DALLAS TO SANTA ANA
Attachments: DFW-SNA.ics; SNA-DFW.ics; Hilton Irvine_Orange County Airport.vcf

Carlson Wagonlit Travel (STMicroelectronics)

TRIP FROM DALLAS TO SANTA ANA

TRIP DESTINATION: Domestic (Includes Mexico and Canada)
TRIP PURPOSE: IM-Internal Meeting (ST Employees Only)

Itinerary for: LAMPASONA, JOSEPH
Created on: 08/20/2009 at 10:44 AM
Trip Record Locator: IPWRJE
Air Frequent Flyer Number: AA - M468862 recorded.

This trip requires approval. The deadline for approval is: Friday, August 21, 2009 11:59:00 PM Eastern.
The trip will be automatically cancelled if it is not approved before the deadline.

```
GIVEN RECENT INDUSTRY CHANGES IT IS IMPERATIVE THAT
YOU VERIFY THIS ITINERARY IS COMPLETE AND ACCURATE.
NOTIFY YOUR TRAVEL TEAM OF CHANGES WITHIN 24 HRS OF
BOOKING OR THIS ITINERARY WILL BE CONSIDERED VALID.
CALL YOUR TRAVEL TEAM AT 972.466.8890 OR TINA 001 8890
CALL 800.582.8395 FOR AFTER-HRS EMERGENCY SERVICE.
YOUR EXECUTIVE CODE IS 84D0.
EVERY EFFORT IS MADE TO SECURE NEGOTIATED HOTEL RATES.
PLEASE REQUEST THE STMICRO RATE AT CHECK-IN.
***FARE IS NOT GUARANTEED UNTIL TICKETED***
```

Selected Ticket Delivery: E-Ticket if possible

Dallas Ft Worth Intl (DFW) to John Wayne Arpt (SNA)

Flight:	AA Flight # 1331 Economy (N) Boeing 737-800		
Departs:	Dallas Ft Worth Intl (DFW)		Mon 08/31/2009 at 4:55 PM
Arrives:	John Wayne Arpt (SNA)		Mon 08/31/2009 at 6:05 PM
Status:	Confirmed	Ticketing:	E-Ticket
Stops:	Nonstop	Meal:	Food for purchase
Duration:	3 hours, 10 minutes	Distance:	1201 miles
Airline Record Locator: IPWRJE			
Seat #:	No seat assignment		

Hotel at Santa Ana, CA Hilton

Staying at:	Hilton Irvine/Orange County Airport 18800 MACARTHUR BLVD IRVINE CA 92612		
Booking info:	Reserved for: 1 night, 1 guest, 1 room		
Checking in:	Mon 08/31/2009	Checking out:	Tue 09/01/2009
Rate:	$149.00		
Status:	Confirmed	Conf. Number:	3359537154
Phone:	1-949-833-9999		
Cancellation Policy:	Must cancel 1 day(s) prior to arrival.		
Special Instructions:	NONSMOKING FOAMPILLOWS		

John Wayne Arpt (SNA) to Dallas Ft Worth Intl (DFW)

Flight:	AA Flight # 1508 Economy (N) Boeing 737-800		
Departs:	John Wayne Arpt (SNA)		Tue 09/01/2009 at 6:55 PM
Arrives:	Dallas Ft Worth Intl (DFW)		Tue 09/01/2009 at 11:35 PM
Status:	Confirmed	Ticketing:	E-Ticket
Stops:	Nonstop	Meal:	Food for purchase
Duration:	2 hours, 40 minutes	Distance:	1201 miles
Airline Record Locator: IPWRJE			
Seat #:	10C (Confirmed)		

Totals and restrictions

Airfare quoted amount:	$314.42 USD
Landing fees and taxes:	$44.78 USD
Airfare quoted total:	$359.20 USD

Restrictions: NONREF/CHGFEEPLUSFAREDIF/CXL BY FLT TIME OR NOVALUE

TICKET NOT YET ISSUED. AIRFARE QUOTED IN ITINERARY IS NOT GUARANTEED UNTIL TICKETS ARE ISSUED.

Itinerary generated on Thu 08/20/2009 11:54 AM

EMBASSY SUITES
HOTELS®

2120 Main Street • Irvine, CA 92614
Phone (949) 553-8332 • Fax (949) 261-5301
For reservations across the nation
www.embassysuites.com or 1-800-EMBASSY®

Name & Address

LAMPASONA, JOSEPH

Suite 505/OSNN
Arrival Date 10/7/2009 7:26:00PM
Departure Date 10/8/2009

Adult/Child 1/0
Suite Rate 159.95

RATE PLAN LV1
HH# 425495148 BLUE
AL:
CAR:

Folio

CONFIRMATION NUMBER : 85388497

10/8/2009 PAGE 1

DATE	REFERENCE	DESCRIPTION	AMOUNT
10/7/2009	3523054	GUEST ROOM	$139.00
10/7/2009	3523054	SUITE TAX	$13.90
10/7/2009	3523054	CA TOURISM ASSESSMENT	$0.10
10/8/2009	3523334	MC *4828	($153.00)
		** BALANCE **	$0.00

EXPENSE REPORT SUMMARY

	09 00:00:00	STAY TOTAL
ROOM & TAX	$153.00	$153.00
DAILY TOTAL	$153.00	$153.00

You have earned approximately 1599 HHonors points and approximately 159 miles with American Airlines for this stay. To check your earnings for this stay or any other stay at any of more than 3,000 Hil
Thank you for staying with us. Visit embassysuites.com for more information or hotel packages, subscribe to our E-nnouncements newsletter, or plan your next stay at close to 200 destinations

ACCOUNT NO.
MC *4828

DATE OF CHARGE
10/7/2009 7:26:00P

FOLIO NO.

CHECK NO.
485508

A

CARD MEMBER NAME
LAMPASONA, JOSEPH

AUTHORIZATION
814260

INITIAL

ESTABLISHMENT NO. & LOCATION

ESTABLISHMENT AGREES TO TRANSMIT TO CARD ISSUER FOR PAYMENT

PURCHASES & SERVICES

TAXES

TIPS & MISC.

CARD MEMBER'S SIGNATURE
X

TOTAL AMOUNT -153.00

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND

PAYMENT DUE UPON RECEIPT

10/7
10/9

¥36.00

Misc. Expense

Documentation Log Statement

Date	Amount	Explanation
9-Oct-09	$317.00	Cost to change airline ticket. When final decision to extend trip was made, Travel Agency was closed and to insure a flight out the next morning, I chose to contact American Airlines and book my flight directly. The reason that decision could not be made earlier is that I was involved with cororate security and federal government in a fraudulent device raid in Santa Ana. Time was determined by need of corporate security and federal agents.

Customer Gifts

Date	Amount	Name/Title	Description of Gift	Business Purpose

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Name & Address

LAMPASONA, JOSEPH
5901 RIDGEMORE DR

ALLEN, TX 92656
US

Suite 621/KNGN
Arrival Date 10/8/2009 8:27:00PM
Departure Date 10/9/2009

Adult/Child 1/0
Room Rate $149.00

RATE PLAN LV4
HH# 425495148 BLUE
AL AA #M468862
BONUS AL CAR

Confirmation: 81632596

10/9/2009 PAGE 1

DATE	REFERENCE	DESCRIPTION	AMOUNT
10/8/2009	3524035	GUEST ROOM	$149.00
10/8/2009	3524035	SUITE TAX	$14.90
10/8/2009	3524035	CA TOURISM ASSESSMENT	$0.10
		WILL BE SETTLED TO MC *4828	$164.00
		EFFECTIVE BALANCE OF	$0.00

You have earned approximately 1490 HHonors points and approximately 149 miles with American Airlines for this stay. To check your earnings for this stay or any other stay at any of more than 3,000 Hil

ESTIMATED CURRENCY TOTAL

Thank you for staying with us. Visit embassysuites.com for more information on hotel packages, subscribe to our E-nnouncements newsletter, or plan your next stay at close to 200 destinations.

T H A N K Y O U

EXPRESS CHECK-OUT

Good Morning ! We hope you enjoyed your stay. With Express Check-Out there is no need to stop at the Front Desk to check out.

- Please review this statement. It is a record of your charges as of late last evening.
- For any charges after your account was prepared, you may:
  - pay at the time of purchase.
  - charge purchases to your account, then stop by the Front Desk for an updated statement.
  - or request an updated statement be mailed to you within two business days.

Simply call the Front Desk from your room and tell us when you are ready to depart. Your account will be automatically checked out and you may use this statement as your receipt. Feel free to leave your key(s) in the room.

Please call the Front Desk if you wish to extend your stay or if you have any questions about your account.

DATE OF CHARGE	FOLIO NO./CHECK NO.
AUTHORIZATION	485779 A / INITIAL
PURCHASES & SERVICES	
TAXES	
TIPS & MISC.	
TOTAL AMOUNT	0.00

PAYMENT DUE UPON RECEIPT - 1.5% PER MONTH INTEREST CHARGE WILL BE APPLIED TO ALL PAST DUE INVOICES.

Embassy Suites
2120 Main Street
Irvine, California

Date: Oct08'09 10:53PM
Card Type: Mastercard
Acct #: XXXXXXXXXXXX8164
Exp Date: XX/XX
Auth Code: 771 *
Check: 5070
Table: 1/14
Server: 190 PATTY

Subtotal: 75.29
Tip: 9
Total: 84.29

Thank You for Dinning with US.
Please let us know if we can
better serve you.
Phone (949) 553-8332

* * * * Customer Copy * * * *

** STARBUCKS COFFEE COMPANY **

3RD STREET & BELL #08606
PHOENIX AZ85022

1 GR CARML MACCHIAT	3.95
ADD SHOT	0.70
1 GR MOCHA	3.75
1 GR GRN TEA CRMFR	3.95
DOUBLE BLENDED	nc
1 GR CARML MACCHIAT	3.95
SUBTOTAL	16.30
TAX 8.3	1.35
TOTAL	17.65
VISA	17.65
CARD#: XXXXXXXXXXXX0583	
CHANGE DUE	0.00

08606 0382 700863 001629004E
10/20/09 08:18

Try Starbucks VIA
Ready Brew today.
Delicious coffee in an instant
Bring it along!
Visit StarbucksVIA.com

Ticket Number	Airfare amount	Taxes and fees	Airfare Paid
5262158249530	$293.20 USD		$293.20 USD

Air View Fare Rules

Ticket Number: 5262158249530:	$293.20 USD
Air Total Price:	$293.20 USD
Hotel:	$159.00 USD
Total Estimated Cost:	$452.20 USD

Itinerary generated on 12/08/2010 at 8:32 PM

Print

Close

Trip from Phoenix to Santa Ana

Oct 7 - Oct 9

Description: (No Description Available)

Trip Record Locator: LVTOSH **Created on:** 12/8/2010 8:32:08 PM

Passengers: Williamscott Nixon.

Ticket Number(s): 5262158249530

Wednesday Oct 7, 2009

Air

Phoenix, AZ (PHX) to Santa Ana, CA (SNA)

Oct 7	**Southwest** 1595	
	Operated by: WN	
	Phoenix (PHX): 11:50 AM	**Santa Ana (SNA):** 1:15 PM
		Status: Confirmed
	Flight Information	
	Cabin: Anytime (Y)	

Hotel

Oct 7	*Checking in:* Wed Oct 7	*Checking out:* Fri Oct 9
	Room 1, **Days** 1	**Status:** Confirmed
	Confirmation Number: 85055696	

Friday Oct 9, 2009

Air

Santa Ana, CA (SNA) to Phoenix, AZ (PHX)

Oct 9	**Southwest** 1260	
	Operated by: WN	
	Santa Ana (SNA): 9:40 AM	**Phoenix (PHX):** 11:05 AM
		Status: Confirmed
	Flight Information	
	Cabin: Anytime (Y)	

Brookstone

BROOKSTONE #429
DALLAS FORT WORTH TERMINAL B12
DALLAS, TX
(972) 973-4595

STORE: 00429 REGISTER: 001
CASHIER: Janice
ASSOCIATE: 00000065033

CUSTOMER RECEIPT COPY

MICROBEAM PCKT MAGNIFIER 15.00
596882
1 @ 15.00
PRP $ 0-29.99 12 MOS 3.99
564385
1 @ 3.99

SUBTOTAL 18.99
SALES TAX 1.57
TOTAL 20.56

AMOUNT TENDERED
Master Card 20.56
ACCT: ************6164
EXP: ******
APPROVAL: 928577

TOTAL PAYMENT 20.56

SALES TAX ANALYSIS

CODE	RATE%	TAXABLE	TAX
LOCAL	8.25000	18.99	1.57

Transaction: 55017 [illegible]

WE WANT YOU TO BE SATISFIED
RETURNS ARE WELCOME WITHIN 60 DAYS
WITH RECEIPT AND PACKAGING
SEE REVERSE FOR POLICY DETAILS.

FREE $20 CUSTOMER REWARD

CREATIVE CROISSANTS
18601 AIRPORT WAY #137
SANTA ANA, CA 92707
(949) 252-1040
TERMINAL ID.: [illegible]
MERCHANT #: 120000012941A
MASTERCARD
************6164
SALE
BATCH: 000192 INV: 000073
DATE: OCT 09, 09 TIME: 11:16
RRN: 000073084233 AUTH: 977257
TOTAL $7.79
WILLIAM SCOTT NIXON
CUSTOMER COPY

PHOENIX SKY HARBOR INTERNATIONAL AIRPORT PARKING RECEIPT
Phone: 602-273 4545 or 4546
Fax: 602-392 0149
Entry: 10/07/09 09:43 Lane: 104
Exit: 10/09/09 14:15 Lane: EC 3
Amount Paid: $30.00
MasterCard
xxxx xxxx xxxx 6164

fry's Marketplace

13982 W. WADDELL
(623)537-9630
YOUR CASHIER WAS SELF CHECKOUT

VIP Customer *******7442
FX MAGNIFIER 8.99 X
TAX 0.76
**** BALANCE 9.75
************6696
REF#: 000000
PURCHASE: 9.75
CASHBACK: 0.00
TOTAL: 9.75
DEBIT 9.75
CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 1
10/09/09 05:21pm 674 87 123 999
****
** SEPTEMBER FRY'S FUEL DISCOUNT **
You have until Oct 31st to redeem
your SEPT. points balance of $379
****

****
[-] - 0
****

billy nixon

From: Southwest Airlines [SouthwestAirlines@luv.southwest.com]
Sent: Wednesday, October 21, 2009 3:26 PM
To: BILLY.NIXON@ST.COM
Subject: Ticketless Confirmation - NIXON/WILLIAMSCOTT - N3NCJL

SOUTHWEST.COM

Receipt and Itinerary as of 10/21/09 5:25 PM

Confirmation Number
N3NCJL

Sit Where You Like

Confirmation Date: 10/06/09
Received: WILLIAM SCOTT

Be prepared when you get there!
Consult Travel Guide for relevant tips from real travelers.

Passenger Information

Passenger Name	Account Number	Ticket#	Expiration[1]
NIXON/WILLIAMSCOTT	00000339098480	5262158745080	10/06/10

[1] All travel involving funds from this Confirmation Number must be completed by the expiration date.

Itinerary

Depart: ORANGE COUNTY CA to PHOENIX AZ *Travel Time: 1 hrs 10 mins*

Date	Flight	Routing Details
Fri Oct 09	# 3970	Depart ORANGE COUNTY CA (SNA) at 12:35 PM Arrive in PHOENIX AZ (PHX) at 1:45 PM

Cost and Payment Summary

Base Fare	$140.47
+ Excise Taxes	$10.53
Advertised Fare	$151.00
+ Segment Fee	$3.60
+ Passenger Facility Fee	$4.50
+ Security Fee[1]	$2.50
Total Payment:	**$161.60**

[1]Security Fee is the goverment-imposed September 11th Security Fee.

Current payment(s)
10/09/09 Mastercard XXXXXXXXXXXX6164 $15.00
10/09/09 Ticket Exchange 5262158249530 $146.60

Fare Rule(s)
All travel involving funds from this Confirmation Number must be completed by the expiration date. Any change to this itinerary may result in a fare increase.

10/21/2009

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Name & Address

NIXON, WILLIAM-SCOTT
15815 W CORTEZ ST

SURPRISE, AZ 85379
US

Suite 203/KNGN
Arrival Date 10/7/2009 1:38:00PM
Departure Date 10/9/2009

Adult/Child 1/0
Room Rate $159.00

RATE PLAN L-CON
HH# 866505735 SILVER
AL
BONUS AL CAR

Confirmation: 85055696

10/9/2009 PAGE 1

DATE	REFERENCE	DESCRIPTION	AMOUNT
10/7/2009	3522804	HA' PENNY RESTAURANT & LOUNGE	$62.91
10/7/2009	3522918	PARKING	$15.00
10/7/2009	3522919	GUEST ROOM	$159.00
10/7/2009	3522919	SUITE TAX	$15.90
10/7/2009	3522919	CA TOURISM ASSESSMENT	$0.11
10/8/2009	3523850	PARKING	$15.00
10/8/2009	3523851	GUEST ROOM	$159.00
10/8/2009	3523851	SUITE TAX	$15.90
10/8/2009	3523851	CA TOURISM ASSESSMENT	$0.11
		WILL BE SETTLED TO MC *6184	$442.93
		EFFECTIVE BALANCE OF	$0.00

You have earned approximately 4725 HHonors points and approximately 410 miles with American Airlines for this stay. To check your earnings for this stay or any other stay at any of more than 3,000 Hil

ESTIMATED CURRENCY TOTAL

Thank you for staying with us. Visit embassysuites.com for more information on hotel packages, subscribe to our E-nnouncements newsletter, or plan your next stay at close to 200 destinations.

T H A N K Y O U

EXPRESS CHECK-OUT

Good Morning ! We hope you enjoyed your stay. With Express Check-Out there is no need to stop at the Front Desk to check out.

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- For any charges after your account was prepared, you may:
  - pay at the time of purchase.
  - charge purchases to your account, then stop by the Front Desk for an updated statement.
  - or request an updated statement be mailed to you within two business days.

Simply call the Front Desk from your room and tell us when you are ready to depart. Your account will be automatically checked out and you may use this statement as your receipt. Feel free to leave your key(s) in the room.

Please call the Front Desk if you wish to extend your stay or if you have any questions about your account.

DATE OF CHARGE	FOLIO NO./CHECK NO.
AUTHORIZATION 485372	INITIAL
PURCHASES & SERVICES	
TAXES	
TIPS & MISC.	
TOTAL AMOUNT	0.00

PAYMENT DUE UPON RECEIPT - 1.5% PER MONTH INTEREST CHARGE WILL BE APPLIED TO ALL PAST DUE INVOICES

HMSHOST
SPORTS PAGE BAR
JOHN WAYNE AIRPORT
CHECK: 9119
TABLE: 4/1
SERVER: 1223 Elmer
DATE: OCT09'09 11:30AM
CARD TYPE: MSTRCARD A1 5*
ACCT #: XXXXXXXXXXXX6164
EXP DATE: XX/XX
AUTH CODE: 190294
WILLIAM SCOTT NIXON

SUBTOTAL: 13.69

Tip 2-

Total _____

Signature _____

I agree to comply with the card ho

AVIS. We try harder®

TRANSACTION RECORD

RENTAL NUMBER	CAR NUMBER	CAR GROUP
149844332	05994833	X

NIXON,WILLIAM
WIZ = Y9019V AWD = S326600
CV - CMXXXXXXXXXXXX6164
FTN US/40013877903 4A

OUT SNA 070CT09/1324 MI = 27925
IN SNA 090CT09/1100 MI = 27978

53 MI@	.00 =	
HR@	48.76 =	
2 DY@	65.00 =	130.00
$.47/DY ERF	=	94
**11.11% FEE	=	16.62
FUEL SERVICE	=	13.99
**VLF FEE	=	3.16
FTP SR$.75DY	=	1.50
TAXABLE SUBTOT	=	166.21
TAX 8.750%	=	14.54
#3.5% TAF	=	4.55
TOTAL CHARGES	=	185.30

**CONCESSION RECOVERY FEE
#TOURISM ASSESSMENT FEE
ENERGY RECOVERY FEE .47/DY
**VEH LICENSE FEE$1.58/DY
FF MLS/PNTS EARNED 130

Please check your car for personal effects.

Please check your car for personal effects.

Thank you for renting from Avis.
We value your business. Ha

KOHL'S

Irvine
Irvine, CA 92620
(949) 451-0017

10-08-09 9:25P 0598/0008/1193/1 2033XXX
ID# 999-8991-9078-7451-9401-9188-0674

MENS NIKE TEES	091207285277	*	12.99 T1
ItemPrice 20.00	YouSave 7.01		
MENS CASUAL PAN	400902525036	*	29.99 T1
ItemPrice 58.00	YouSave 28.01		
MENS RUNNING SH	091205838789	*	49.99 T1
ItemPrice 60.00	YouSave 10.01		
MENS KNITS	400901327075	*	14.99 T1
ItemPrice 30.00	YouSave 15.01		
MNS C&B SOCKS	098593919458		14.00 T1

SUBTOTAL 121.95
T1= 121.95 @ 8.75% TAX 10.67
TOTAL $132.63

MASTERCARD XXXXXXXXXXXX6164 132.63
APPROVED 248440

TOTAL SAVED: $60.04

THANK YOU FOR SHOPPING AT KOHL'S

NOW HIRING FOR THE HOLIDAY SEASON
FLEXIBLE SCHEDULING
IMMEDIATE ASSOCIATE DISCOUNT APPLY TODAY

HMSHost
CLUBHOUSE BAR
Phenix Sky Harbor Int'l Airport
CHECK: 3218
TABLE: 161/1
SERVER: 5116 Lori
DATE: OCT07'09 11:31AM
CARD TYPE: MSTRCARD A1 5*
ACCT #: XXXXXXXXXXXX6164
EXP DATE: XX/XX
AUTH CODE: 086706
WILLIAM SCOTT NIXON

TOTAL: 27.04
I agree to comply with the card holder agreement.

Tip 4.50

Total 31.54 9

Signature _____

STMicroelectronics | Phoenix | 22-Oct-2009

Date of Departure: _____ Trip Purpose: _____
Date of Arrival: _____ Destination: _____

EXPENSE CLAIM Nr: 1701281
Cost Center: PH5715 Project Nr:
TAR(s): 90017

EMPLOYEE Id: 00088125
Name: NIXON,William-Scott Signature: _____

MANAGER [Electronic signature]
Name: MESSINGER,Gal Validated on 26-Oct-09

ACCOUNTING Date: _____
Name: _____ Signature: _____

CASHED BY Date: _____
Name: _____ Signature: _____

EXPENSE CLAIM SUMMARY

Expense Type	Amount Loc.Cur.
KMS indemnity/MILEAGE	41.60
Rental Car	185.30
Hotel (room and tax only)	442.93
Miscellaneous	160.59
Other Trans.-parking, fuel,..	30.00
Dinner	84.29
Air Other-Club, upgrade, fees	15.00
Lunch	55.02
BALANCE DUE BY STMicroelectronics	(USD) **1034.93**

SUMMARY OF EXPENSES ITEMS GROUPED BY DATE AND TYPE:

Date	Expense Type	Amount Loc.Cur.
09-OCT-09	Air Other-Club, upgrade, fees	15.00
09-OCT-09	Miscellaneous	9.75
09-OCT-09	Other Trans.-parking, fuel,..	30.00
09-OCT-09	Dinner	84.29
09-OCT-09	Lunch	23.48
20-OCT-09	Miscellaneous	17.65
07-OCT-09	Hotel (room and tax only)	442.93
07-OCT-09	Lunch	31.54
09-OCT-09	Rental Car	185.30
08-OCT-09	Miscellaneous	132.63
12-OCT-09	Miscellaneous	20.56
	Sub-Total	**993.13**

SUMMARY OF EXPENSES ITEMS GROUPED BY CURRENCY:

Currency	Amount
USD	1034.93

EXPENSES

Tar	Date	Description	Expense Type	Cur.	Rate	Amount Currency	Amount Loc.Cur.
90017	07-OCT-09	Embassy Suites	Hotel (room and tax only)	USD	1	442.93	442.93
90017	07-OCT-09	Club House Bar	Lunch	USD	1	31.54	31.54
90017	08-OCT-09	Kohl's	Miscellaneous	USD	1	132.63	132.63
90017	09-OCT-09	Sky Harbor Parking	Other Trans.-parking, fuel,..	USD	1	30.00	30.00
90017	09-OCT-09	Southwest	Air Other-Club, upgrade, fees	USD	1	15.00	15.00
90017	09-OCT-09	Avis	Rental Car	USD	1	185.30	185.30
90017	09-OCT-09	Fry's Marketplace	Miscellaneous	USD	1	9.75	9.75
90017	09-OCT-09	Embassy Dinner	Dinner	USD	1	84.29	84.29

STMicroelectronics | Phoenix | 22-Oct-2009

Date of Departure: | Trip Purpose:
Date of Arrival: | Destination:

EXPENSE CLAIM Nr: 1701281
Cost Center: PH5715 Project Nr:
TAR(s): 90017

EMPLOYEE Id: 00088125
Name: NIXON,William-Scott Signature:

MANAGER [Electronic signature]
Name: MESSINGER,Gal Validated on 26-Oct-09

ACCOUNTING Date:
Name: Signature:

CASHED BY Date:
Name: Signature:

EXPENSE CLAIM SUMMARY

Expense Type	Amount Loc.Cur.
KMS indemnity/MILEAGE	41.80
Rental Car	185.30
Hotel (room and tax only)	442.93
Miscellaneous	180.59
Other Trans.-parking, fuel,..	30.00
Dinner	84.29
Air Other-Club, upgrade, fees	15.00
Lunch	55.02
BALANCE DUE BY STMicroelectronics	**(USD) 1034.93**

SUMMARY OF EXPENSES ITEMS GROUPED BY DATE AND TYPE:

Date	Expense Type	Amount Loc.Cur.
09-OCT-09	Air Other-Club, upgrade, fees	15.00
09-OCT-09	Miscellaneous	9.75
09-OCT-09	Other Trans.-parking, fuel,..	30.00
09-OCT-09	Dinner	84.29
09-OCT-09	Lunch	23.48
20-OCT-09	Miscellaneous	17.65
07-OCT-09	Hotel (room and tax only)	442.93
07-OCT-09	Lunch	31.54
09-OCT-09	Rental Car	185.30
08-OCT-09	Miscellaneous	132.63
12-OCT-09	Miscellaneous	20.56
	Sub-Total	**993.13**

SUMMARY OF EXPENSES ITEMS GROUPED BY CURRENCY:

Currency	Amount
USD	1034.93

EXPENSES

Tar	Date	Description	Expense Type	Cur.	Rate	Amount Currency	Amount Loc.Cur.
90017	07-OCT-09	Embassy Suites	Hotel (room and tax only)	USD	1	442.93	442.93
90017	07-OCT-09	Club House Bar	Lunch	USD	1	31.54	31.54
90017	08-OCT-09	Kohl's	Miscellaneous	USD	1	132.63	132.63
90017	09-OCT-09	Sky Harbor Parking	Other Trans.-parking, fuel,..	USD	1	30.00	30.00
90017	09-OCT-09	Southwest	Air Other-Club, upgrade, fees	USD	1	15.00	15.00
90017	09-OCT-09	Avis	Rental Car	USD	1	185.30	185.30
90017	09-OCT-09	Fry's Marketplace	Miscellaneous	USD	1	9.75	9.75
90017	09-OCT-09	Embassy Dinner	Dinner	USD	1	84.29	84.29

90017	09-OCT-09	Creative Croissants	Lunch	USD	1	7.79	7.79
90017	09-OCT-09	Sport Page	Lunch	USD	1	15.69	15.69
90017	12-OCT-09	Brookstone- Magnifier	Miscellaneous	USD	1	20.56	20.56
90017	20-OCT-09	Starbucks Coffee Company	Miscellaneous	USD	1	17.65	17.65
						Sub-Total	993.13

Kms Indemnity/MILEAGE

Tar	Date	Destination	Car Type	Engine Rate	UnitCost	Distance	Total Amount
90017	09-OCT-09	Airport to home	PE	09	.55	76	41.80
						Sub-Total	41.80

ATTACHMENTS

Tar	Date	Description	File Name
90017	21-OCT-09		West Operation.pdf

You expended 1034.93 USD
STMicroelectronics owes you 1034.93 USD

Attachment No. 43

From: Olney, Andrew [mailto:Andrew.Olney@analog.com]
Sent: Thursday, November 17, 2011 6:26 PM
To: Schornstein, Sherri (USADC)
Subject: RE: U.S. v. Mustafa Abdul Aljaff and Neil Felahy

Greetings Sherri,

Attached please find the receipts and a spreadsheet detailing the direct costs incurred by ADI for me to participate in the investigation at MVP Micro's facility in Irvine, CA in October, 2009. Note that my expense report includes other items unrelated to the MVP Micro case, and these other expenses are not included in the spreadsheet. (The expenses below are those incurred for flights as well as the hotel, rental car, and meals in Irvine, CA and Los Angeles, CA.)

Prior to the end of the month, I'll send you information on the confirmed counterfeit "ADI" products identified at MVP Micro's facility as well as a Witness Statement from ADI.

Andrew Olney

Analog Devices, Inc. (ADI) Travel Expenses to MVP Micro in Irvine, CA

Expense Category	Cost
Airline	$644.57
Hotel	$399.92
Rental car	$210.91
Meals	$88.16
Total:	**$1,343.56**

Thanks & best regards,

Andrew Olney
Director of Reliability and Product Analysis
Analog Devices, Inc.
804 Woburn St., MS 613
Wilmington, MA 01887
Phone: (781) 937-2362

FCm TRAVEL SOLUTIONS

Access Airline Check-In and Boarding Passes
CLICK HERE

INVOICE / RECEIPT
Please retain for your records

Sabre virtually there
View your Itinerary with Sabre Virtually There
CLICK HERE

RE: Ticket No. 7707-066-809/810

2500-Analog Devices-Norwood
3 Technology Way
Norwood, MA 02062
781-461-3199

Customer Number: 0028 02981
Invoice Number: 0013578_GM43
Invoice Date: 28SEP09
Record Locator: FDWNAV

ANALOG DEVICES
3 TECHNOLOGY WAY
NORWOOD MA 02062
ELECTRONIC TICKET

ANALOG DEVICES
3 TECHNOLOGY WAY
NORWOOD MA 02062
ELECTRONIC TICKET

**********EXCHANGE TRANSACTION**********
PREVIOUSLY PURCHASED TICKET WAS USED AS PARTIAL
PAYMENT. ONLY EXPENSE AMOUNT SHOWN ON INVOICE
****

September 28, 2009 - Monday
OLNEY/ANDREW [3434,GDUNDON]

October 06, 2009 - Tuesday

AIR AMERICAN AIRLINES FLT-1585 CLASS-G SEAT-10A EQUIP-S80
DEPART [BOS] BOSTON, MA 2:15PM
ARRIVE [ORD] CHICAGO/O'HARE, IL 4:10PM

AIR AMERICAN AIRLINES FLT-1996 CLASS-G SEAT-10A EQUIP-S80
DEPART [ORD] CHICAGO/O'HARE, IL 6:15PM
ARRIVE [SJC] SAN JOSE, CA 8:45PM

CAR SJC SAN JOSE, CA PICK UP: 06OCT09 DROP OFF: 07OCT09
AVIS CONF#: 40163656US1PEX
CORP#:S044100 TYPE: ICAR RATE : 54.00 / DY

HOTEL SJC SAN JOSE, CA IN DATE: 06OCT09 OUT DATE: 07OCT09
MARRIOTT SAN JOSE CONF#: 89876795
301 SOUTH MARKET STREET TYPE : 1 BAVA RATE: 239.00USD
SAN JOSE CA 95113 FONE 408-280-1300
FAX 408-278-4444

RQST NONSMKING KING
CANCEL BY 06P DAY OF ARRIVAL

October 07, 2009 - Wednesday

AIR AMERICAN AIRLINES FLT-3171 CLASS-G SEAT-08C EQUIP-ERD
DEPART [SJC] SAN JOSE, CA 4:55PM
ARRIVE [SNA] ORANGE COUNTY, CA 6:15PM

CAR SNA ORANGE CITY ARPT, CA PICK UP: 07OCT09 DROP OFF: 09OCT09
AVIS CONF#: 40163750US4PEX

CORP#:S044100 TYPE: ICAR RATE : 46.00 / DY
DROP OFF - LAX

HOTEL SNA ORANGE CITY ARPT, CA IN DATE: 07OCT09 OUT DATE: 09OCT09
ATRIUM HOTEL AT ORA CONF#: 121113891
18700 MACARTHUR BLVD TYPE : 1 B1KA RATE: 129.00USD
IRVINE CA 92715 FONE 949-833-2770
FAX 949-757-1228

CANCEL BY 02P DAY OF ARRIVAL

October 09, 2009 - Friday
AIR AMERICAN AIRLINES FLT-192 CLASS-G SEAT-14B EQUIP-757
DEPART [LAX] LOS ANGELES/INT'L, CA 10:45PM
ARRIVE [BOS] BOSTON, MA 7:15AM (Arrives:Sat, 10OCT09)

Documents / Sales Issued

New Air Ticket AA (001)7707-066-809/810 OLNEY/ANDREW	$533.35
Exchange Penalty For Passenger OLNEY/ANDREW	$150.00
Service Fee XD (890)0507-406-284 OLNEY/ANDREW	$30.00

Returned Documents / Sales

Exchanged Air Ticket AA 7699288572 Original Value $614.57	
Credit Towards New Ticket	-$614.57
Total Invoice Amount	$98.78
Net Amount Charged To CA XXXXXXXXXXXX5660	✓ $98.78 (2)
AMOUNT DUE	$0.00

TRAVEL ASSISTANCE INFORMATION -
- 781-461-3199 DURING BUSINESS HOURS
- 800-508-7445 AFTER HOURS EMERGENCY TRAVEL CENTER
- GM43 - IS YOUR EXECUTIVE TRAVELER CODE
.
FARE RESTRICTIONS AS FOLLOWS -

THIS TICKET IS NON REFUNDABLE.
TICKET MUST BE CANCELED/REBOOKED PRIOR TO SCHEDULED
DEPARTURE DATE AND TIME. FAILURE TO CANCEL
WILL CONSTITUTE A NO SHOW AND RESULT IN YOUR
TICKET HAVING NO VALUE. YOUR TICKET MUST BE
USED WITHIN ONE YEAR FROM DATE OF ORIGINAL ISSUE.
CHANGES WILL RESULT IN AN AIRLINE FEE, PLUS ANY
FARE DIFFERENCE. SOME SPECIAL FARES MAY BE EXCLUDED.
CHECK WITH YOUR TRAVEL AGENT FOR COMPLETE DETAILS.

YOU HAVE BEEN ISSUED AN ELECTRONIC TICKET
PLEASE PRESENT VALID PHOTO ID UPON CHECK IN
PLEASE HAVE FLIGHT INFORMATION AVAILABLE.
PLEASE ADVISE GARBER OF ANY CANCELLATION FOR CREDIT

FCm TRAVEL SOLUTIONS

Access Airline Check-In and Boarding Passes
CLICK HERE

INVOICE / RECEIPT
Please retain for your records

Sabre virtually there
View your Itinerary with Sabre Virtually There
CLICK HERE

RE: Ticket No. 7699-288-572

2500-Analog Devices-Norwood
3 Technology Way
Norwood, MA 02062
781-461-3199

Customer Number: 0028 02981
Invoice Number: 0013053_GM43
Invoice Date: 26AUG09
Record Locator: CURCQD

ANALOG DEVICES
3 TECHNOLOGY WAY
NORWOOD MA 02062

ANALOG DEVICES
3 TECHNOLOGY WAY
NORWOOD MA 02062

August 26, 2009 - Wednesday
OLNEY/ANDREW [3434,JHASSETT]

August 31, 2009 - Monday
AIR AMERICAN AIRLINES FLT-145 CLASS S SEAT-17E EQUIP-757
DEPART [BOS] BOSTON, MA 5:00PM
ARRIVE [LAX] LOS ANGELES/INT'L, CA 8:30PM

ALTERNATE EXIT CENTER SEAT CONFIRMED. INQUIRE AT GATE.

CAR LAX LOS ANGELES, CA PICK UP: 31AUG09 DROP OFF: 02SEP09
AVIS CONF#: 36856441US6PEX
CORP#:S044100 TYPE: ICAR RATE : 56.00 / DY

HOTEL SNA ORANGE CITY ARPT, CA IN DATE: 31AUG09 OUT DATE: 02SEP09
HILTON IRVINE ORANG CONF#: 3360892869
18800 MACARTHUR BLVD TYPE : 1 A00A RATE: 149.00USD
IRVINE CA 92612 FONE 949-833-9999
FAX 949-833-3317

ZD695056458 RQST NS KING
CANCEL 01 DAYS PRIOR TO ARRIVAL

September 02, 2009 - Wednesday
AIR AMERICAN AIRLINES FLT-192 CLASS-M SEAT-18B EQUIP-757
DEPART [LAX] LOS ANGELES/INT'L, CA 10:45PM
ARRIVE [BOS] BOSTON, MA 7:15AM (Arrives:Thu, 03SEP09)

ALTERNATE EXIT CENTER SEAT CONFIRMED. INQUIRE AT GATE.

Documents / Sales Issued

Air Ticket AA (001)7699-288-572 OLNEY/ANDREW	$614.57
Service Fee XD (890)0502-308-382 OLNEY/ANDREW	$30.00
Total Invoice Amount	$644.57
Net Amount Charged To CA XXXXXXXXXXXX5660	$644.57
AMOUNT DUE	$0.00

TRAVEL ASSISTANCE INFORMATION -

- 781-461-3199 DURING BUSINESS HOURS
- 800-508-7445 AFTER HOURS EMERGENCY TRAVEL CENTER
- GM43 - IS YOUR EXECUTIVE TRAVELER CODE
.

FARE RESTRICTIONS AS FOLLOWS -
THIS TICKET IS NON REFUNDABLE.
TICKET MUST BE CANCELED PRIOR TO SCHEDULED
DEPARTURE DATE AND TIME. FAILURE TO CANCEL
WILL CONSTITUTE A NO SHOW AND RESULT IN YOUR
TICKET HAVING NO VALUE. YOUR TICKET MUST BE
USED WITHIN ONE YEAR FROM DATE OF ORIGINAL ISSUE.
CHANGES WILL RESULT IN AN AIRLINE FEE, PLUS ANY
FARE DIFFERENCE. SOME SPECIAL FARES MAY BE EXCLUDED.
CHECK WITH YOUR TRAVEL AGENT FOR COMPLETE DETAILS.
NO HOTEL REQUESTED FOR LOS ANGELES

EMBASSY SUITES
HOTELS®

2120 Main Street • Irvine, CA 92614
Phone (949) 553-8332 • Fax (949) 261-5301
For reservations across the nation
www.embassysuites.com or 1-800-EMBASSY®

Name & Address

OLNEY, ANDREW

Suite	618/KNGN	
Arrival Date	10/7/2009	4:30:00PM
Departure Date	10/9/2009	
Adult/Child	1/0	
Room Rate	$159.00	

RATE PLAN L-CON
HH# 727200091 SILVER
AL
BONUS AL CAR

Confirmation: 82307151

10/9/2009 PAGE 1

DATE	REFERENCE	DESCRIPTION	AMOUNT
10/7/2009	3522714	INTERNET ACCESS	$19.90
10/7/2009	3523109	PARKING	$15.00
10/7/2009	3523110	GUEST ROOM	$159.00
10/7/2009	3523110	SUITE TAX	$15.90
10/7/2009	3523110	CA TOURISM ASSESSMENT	$0.11
10/8/2009	3524030	PARKING	$15.00
10/8/2009	3524031	GUEST ROOM	$159.00
10/8/2009	3524031	SUITE TAX	$15.90
10/8/2009	3524031	CA TOURISM ASSESSMENT	$0.11
		WILL BE SETTLED TO MC *5660	$399.92
		EFFECTIVE BALANCE OF	$0.00

(15) ✓

(16) ✓

You have earned approximately 4002 HHonors points and approximately 348 miles with American Airlines for this stay. To check your earnings for this stay or any other stay at any of more than 3,000 Hil

ESTIMATED CURRENCY TOTAL

Thank you for staying with us. Visit embassysuites.com for more information on hotel packages, subscribe to our E-nnouncements newsletter, or plan your next stay at close to 200 destinations.

THANK YOU

EXPRESS CHECK-OUT

Good Morning ! We hope you enjoyed your stay. With Express Check-Out there is no need to stop at the Front Desk to check out.

- Please review this statement. It is a record of your charges as of late last evening.
- For any charges after your account was prepared, you may:
  + pay at the time of purchase.
  + charge purchases to your account, then stop by the Front Desk for an updated statement.
  + or request an updated statement be mailed to you within two business days.

Simply call the Front Desk from your room and tell us when you are ready to depart. Your account will be automatically checked out and you may use this statement as your receipt. Feel free to leave your key(s) in the room.

Please call the Front Desk if you wish to extend your stay or if you have any questions about your account.

DATE OF CHARGE	FOLIO NO./CHECK NO.
AUTHORIZATION 485311 A	INITIAL
PURCHASES & SERVICES	
TAXES	
TIPS & MISC.	
TOTAL AMOUNT	0.00

PAYMENT DUE UPON RECEIPT - 1.5% PER MONTH INTEREST CHARGE WILL BE APPLIED TO ALL PAST DUE INVOICES.

Marriott. HOTELS & RESORTS

GUEST FOLIO

SAN JOSE MARRIOTT

902 Room | OLNEY/ANDREW Name | 239.00 Rate | 10/07/09 Depart | 12:00 Time | 15036 ACCT#

GD Type | 10/06/09 Arrive | 21:45 Time

5

Room Clerk | Address | Payment | MR#: XXXX[redacted]

DATE	REFERENCE		CHARGES	CREDITS	BALANCE DUE
10/06	TELECOMM	TELECOM	12.95		
10/06	ROOM TN	902, 1	239.00		
10/06	OCC TAX	902, 1	23.90		
10/06	TRSM FEE	902, 1	.60		
10/06	TBID FEE	902, 1	2.00		
10/06	CCFD TAX	902, 1	9.56		
10/07	MC CARD			$288.01	

TO BE SETTLED TO: MASTERCARD CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT, PLEASE CALL THE FRONT DESK, OR PRESS "MENU" ON YOUR TV REMOTE CONTROL TO ACCESS VIDEO CHECK-OUT.

---------- EXP. REPORT SUMMARY ----------

10/06	TELECOMM	12.95
	ROOM TN	239.00
	OCC TAX	23.90
	TRSM FEE	.60
	TBID FEE	2.00
	CCFD TAX	9.56

GET ALL YOUR HOTEL BILLS BY EMAIL BY UPDATING YOUR MARRIOTT REWARDS PREFERENCES. OR, ASK THE FRONT DESK TO EMAIL YOUR BILL FOR THIS STAY. SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

Enjoy a sneak peek of Marriott Rewards announcements, early access to exciting specials and expert tips from fellow members and concierges all in the new lobby of your online community - the Insiders. Join the conversation today at www.MarriottRewardsInsiders.com.

Register by October 31 to earn up to 25,000 MegaBonus points! Earn bonus points for stays between Sep 15, 2009 and Jan 15, 2010 paid with your Visa Card. MegaBonus...It's Mega-Rewarding. Register now at MarriottRewards.com/MegaBonus or 888-MARRIOTT.

Thank you for staying with Marriott! Your MARRIOTT REWARDS points / miles earned for this stay will be credited to your account and appear on your next statement. For account activity: 801-468-4000 or www.MarriottRewards.com.

SAN JOSE MARRIOTT
301 S MARKET STREET
SAN JOSE, CA 95113
408-280-1300

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amount shown in the credits column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after checkout, you will owe us interest from the checkout date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X_____

[redacted]

at&t

(14)

Page: 1 of 5
Billing Cycle Date: 09/08/09 - 10/07/09
Account Number: [redacted]

How To Contact Us:
- 1-800-331-0500 or 611 from your cell phone
- For Deaf/Hard of Hearing Customers (TTY/TDD) 1-866-241-6567

Wireless Number with Rollover
[redacted] 3,443 Minutes

Previous Balance	115.25
Payment Posted	-115.25
BALANCE	**0.00**
Monthly Service Charges	112.97
Usage Charges	1.07
Credits/Adjustments/Other Charges	-10.20
Government Fees & Taxes	6.99
TOTAL CURRENT CHARGES	**110.83**
To be applied to your card on file on/after Nov 02, 2009	110.83
Total Amount Due $110.83	

Add a Line with Family Talk from AT&T

Available with 2-line FamilyTalk(R) Nation(R) plans starting at $69.99.
To sign up call 800-909-7011 or visit att.com/addaline.

Return the portion below with payment only to AT&T Mobility.

17000 CANTRELL RD 1ST FLOOR
LITTLE ROCK, AR 72223-4266

[redacted]
ANDREW OLNEY
[redacted]

Account Number: [redacted]
Total Amount Due: Do Not Pay
Amount Paid:
$

** Please do not send correspondence with payment.*

Total Amount Due by Nov 04, 2009

Please Mail Check Payable To:

AT&T Mobility
PO Box 536216
Atlanta, GA 30353-6216

9650000063248233000000000011083000000110830002

General Information

- Late fee: Accounts with former AT&T Wireless plans are charged 1.5% or less of the balance unpaid as of the next bill period. Accounts with Cingular/new AT&T plans are charged $5 in CT, DC,DE,IL,KS,MA,MD,ME,MI,MO,NH,NJ,NY,PA,OK,OH,RI,VA,VT,WI,WV; or 1.5% of the balance unpaid as of the next bill period in all other states. Accounts with former AT&T Wireless and Cingular/new AT&T plans incur the lesser of these charges.
- Notations made on checks or accompanying materials are not effective.
- Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, 17000 Cantrell Road, Little Rock, AR 72223
- Calls to Customer Service may be monitored to ensure high quality service.
- Questions on accessibility by persons with disabilities: 1-866-241-6568
- AT&T Mobility Tax ID # 84-1659970
- AT&T surcharges include: Regulatory Cost Recovery Charge to recover costs to comply with government assessments and regulations; Universal Service Charges; and gross receipts charges. They are not taxes and are subject to change.

Electronic Check Conversion
When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from the bank. You agree to pay a fee of up to $30 if your check is returned unpaid. Returned checks may be represented electronically.

Single Payment Agreement (for kiosk payment)
I authorize AT&T to pay my bill by debiting my bank account. If my bank rejects a payment, I may be charged a return fee up to $30.

Other Payment Options:

All payment options below can be paid through your bank account, debit card, and credit card.
- Pay using your wireless phone for free. Dial *PAY (*729), then hit send.
- Pay Online. Logon to 'Manage My Wireless Account' at att.com/MyWireless. First time users must register.
  - Make a one time payment under 'Account Overview'; choose 'Make a Payment'
  - Sign up for Paperless Billing under 'Bill & Payments' at no additional charge
- Pay by mail using this remittance stub and a check or money order. It may take up to 7-10 days to post.
- Dial 1-800-331-0500 and pay from any phone.
- An Administrative Fee may apply.

Prior Activity

Previous Balance	115.25
Detail of Payments Posted	
Payment Oct 02, 2009	-115.25
TOTAL BALANCE	**$0.00**

Wireless Line Summary For:

User Name: ANDREW OLNEY

Monthly Service Charges	Period	Monthly Charge	Total Charge
Rate Plan			
NATP450RUMM5KNW	10/08-11/07	39.99	39.99
Includes:			
- 450 ANYTIME MINUTES			
- 5000 Nght & Wknd Min			
- ANYTIME ROLLOVER MINS			
- Basic Voice Mail			
- Call Hold			
- Call Waiting			
- Caller ID			
- Direct Bill Detail			
- IMMEDIATE CALL FORWARD			
- MESSAGE NOTIFICATION			
- NATION GAIT/GSM			
- NO ANSWER CALL FORWARD			
- THREE-WAY CALLING			
- UNLTD EXP M2M MINS			
Other Services			
5000 N&W	10/08-11/07	0.00	0.00
AT&T Direct Bill	10/08-11/07	0.00	0.00
AT&T Domestic LD	10/08-11/07	0.00	0.00
Includes:			
- DOMESTIC LD			
- INTERNATIONAL LD			
AT&T Roam LD	10/08-11/07	0.00	0.00
Includes:			
- DOMESTIC LD			
- INTERNATIONAL LD			
ELAToll	10/08-11/07	0.00	0.00
GSM Coverage Area	10/08-11/07	0.00	0.00
IntlDialingAllowed	10/08-11/07	0.00	0.00
IntlRmPriceZone$.59	10/08-11/07	0.00	0.00
IntlRmPriceZone$.99	10/08-11/07	0.00	0.00
IntlRmPriceZone$1.29	10/08-11/07	0.00	0.00
IntlRmPriceZone$1.69	10/08-11/07	0.00	0.00
IntlRmPriceZone$1.99	10/08-11/07	0.00	0.00
IntlRmPriceZone$2.29	10/08-11/07	0.00	0.00
IntlRmPriceZone$2.49	10/08-11/07	0.00	0.00
IntlRmPriceZone$3.99	10/08-11/07	0.00	0.00

Wireless Line Summary For: (Continued)

User Name: ANDREW OLNEY

Monthly Service Charges	Period	Monthly Charge	Total Charge
Other Services			
IntlRoamAllowed	10/08-11/07	0.00	0.00
IntlRoamTollN/C	10/08-11/07	0.00	0.00
Includes:			
- DOMESTIC LD			
- INTERNATIONAL LD			
Off-Network Roam	10/08-11/07	0.00	0.00
Roadside Assistance	10/08-11/07	2.99	2.99
StandardILD	10/08-11/07	0.00	0.00
Includes:			
- DOMESTIC LD			
- Toll International			
Unlimited Expd M2M	10/08-11/07	0.00	0.00
Wireless Data			
BB INTL BLT W TLR	10/08-11/07	69.99	69.99
DATA PAY PER USE	10/08-11/07	0.00	0.00
Includes:			
- DATA ACCESS			
PIC/VIDEO PayPerUse	10/08-11/07	0.00	0.00
Text Msg Pay Per Use	10/08-11/07	0.00	0.00
Includes:			
- Int'l Text Messaging			
- Text/Instant Msgs			
UnlmtdBlkbryBoltBB	10/08-11/07	0.00	0.00
TOTAL MONTHLY SERVICE CHARGES			**$112.97**
Usage Charges (See Usage Charge Details)			
TOTAL USAGE CHARGES			**$1.07**
Credits, Adjustments & Other Charges			
Regulatory Cost Recovery Charge		0.77	
Federal Universal Service Charge		3.33	
National Account Discount		-14.30	
TOTAL CREDITS, ADJUSTMENTS & OTHER CHARGES			**-$10.20**
Government Fees & Taxes			
9-1-1 Service Fee		0.75	
MA State Sales Tax		6.24	
TOTAL GOVERNMENT FEES & TAXES			**$6.99**
TOTAL AMOUNT DUE			**$110.83**

at&t

Billing Cycle Date: 09/08/09 - 10/07/09
Account Number: [redacted]

Usage Charge Details

User Name: ANDREW OLNEY

Summary of Usage Charges	Minutes Included In Plan	Minutes Used	Billed Minutes	Billed Rate	Total Charge
NATP450RUMM5KNW					
450 Rollover Mins	450	56			0.00
5000 N&W	5,000	41			0.00
Unlimited Expd M2M		69			0.00
Subtotal					**$0.00**

Summary of Wireless Data	Msg/Min/ KB/MB Included In Plan	Msg/Min/ KB/MB Used	Msg/Min/ KB/MB Billed	Billed Rate	Total Charge
DATA PAY PER USE					
- DATA ACCESS		107	107	$0.01/KB	1.07
UnlmtdBlkbryBoltBB					
- Blackberry		4,069	4,069	$0.00/KB	0.00
Subtotal					**$1.07**
TOTAL USAGE CHARGES					**$1.07**

Summary of Rollover Minutes

User Name: ANDREW OLNEY

Previous Rollover Balance	3,468
Unused Package Minutes Added to Rollover	394
Rollover Minutes Expired (*)	-419
Current Rollover Balance	3,443

(*) Unused Package Minutes Expire After 12 Billing Periods

Go Green and Make a Difference!

Sign up for paperless billing and join AT&T in its efforts to be more earth-friendly and environmentally aware. View and store your monthly bills online instead of receiving paper bills in the mail. Going paperless is safe, secure and easy...and will save you time and money each month. Visit att.com/actgreen to learn more and enroll today. It's free, it's easy, and it's green!

22

Olney, Andrew

From: no-reply@t-mobile.com [pin@hsdm2s.hotspot.t-mobile.com]
Sent: Saturday, October 10, 2009 12:46 AM
To: Olney, Andrew
Subject: T-Mobile HotSpot Purchase Receipt

Dear Andrew Olney,

Thank you for your recent purchase of T-Mobile HotSpot Services on account 0.0.0 [redacted]
This e-mail serves as your receipt for the following purchase:

Date of Purchase	Fri. Oct. 9, 2009
Rate Plan	DayPass
Quantity	1
Amount	$ 7.99

Total Amount $ 7.99

Please note that these charges will appear on your credit card statement as "T-Mobile 877.822.SPOT (7768)". Please feel free to contact Customer Care at that number with any questions on your T-Mobile HotSpot account. You can also view and manage your account information by visiting https://selfcare.hotspot.t-mobile.com/accountmanagement/viewBalance.do. Changes you make to your account profile are effective immediately.

The T-Mobile privacy policy is available at http://www.t-mobile.com/info/legal/privacy.asp.

Questions? Call T-Mobile HotSpot Customer Care anytime at 1-877-822-SPOT (7768) or by e-mail at http://support.t-mobile.com/caseSubmitForm.html.

(8)

Olney, Andrew

From: support@gogoinflight.com
Sent: Tuesday, October 06, 2009 8:28 PM
To: Olney, Andrew
Subject: Your GOGO Purchase Receipt [1]

gogo
wi-fi with wings

Gogo takes you above and beyond!

Thanks for your purchase. We hope to see you again the next time you're on a flight with Gogo, Inflight Internet.

Happy Travels,
Gogo

Billed To:

Andrew Olney
[redacted]

Username: aolney
Airline: AAL
Session start time: 08:28 PM EDT

Order Summary:

Order Number	1
Receipt Date	10/06/2009
Payment	Master: xxxx[redacted]
Gogo Flight Pass	**$ 9.95**
Promotion	-$ 0.00
Tax	$ 0.00
Total	**$ 9.95**

Have any questions or concerns?
Please visit Gogo customer care to view our FAQs,
send us an email at customercare@gogoinflight.com
or give us a call at 1-877-350-0038 when you're on the ground.

Massport Parking Facilities
1 Harborside Drive, Suite 200S
East Boston, MA 02128
Phone: (617) 561-1673

24

Location of your car: Level 7 , Row X

Receipt: 9995/0659/659 10/10/09 Ps.1/1

Pay Parking Ticket $ 96.00
Entered: 10/06/09 13:01
Paid: 10/10/09 06:47
Facility: Central Parking
Epan: [redacted]
Total Amount $ 96.00
Credit MasterCard $ 96.00
xxxx xxxx xxxx [redacted]

MASSACHUSETTS TURNPIKE
RECEIPT
TOLL DATE PLZ COLL NO. [redacted]
CL

52

RECEIPT

GREEN CAB
A PATH TO GREEN REVOLUTION

7

(408) 573-7777
1450 Koll Circle, Ste. 101
San Jose, CA 95112
www.greencabtaxi.com

Date 10/6/09
Driver No. _____
Cab No. _____
Taxi Hired
From San José Airport
To San José Marriott
Meter _____ Fare Charged _____
Fare Paid $ 23.00

AVIS
We try harder.
Thank you for renting from Avis.

RENTAL NUMBER	CAR NUMBER	CAR GROUP
149844951	41166495	Z

21

OLNEY, ANDREW
WIZ = U7K69W AWD = S044100
CV - CMXXXXXXXXXXX[redacted]
FTN AD/4430KC0 T5

* Please check your car for personal effects. *

OUT SNA 070CT09/1606 MI =		10106
IN LAX 090CT09/2026 MI =		10169
63 MI@ .45 =		
HR@ 34.51 =		
3 DY@ 46.00 =		138.00
$.47/DY ERF	=	1.41
**11.11% FEE	=	17.57
FUEL SERVICE	=	13.99
**VLF FEE	=	4.74
TAXABLE SUBTOT	=	175.71
TAX 8.750%	=	15.37
#3.5% TAF	=	4.83
TOTAL CHARGES	=	195.91

* **CONCESSION RECOVERY FEE
#TOURISM ASSESSMENT FEE
ENERGY RECOVERY FEE .47/DY
**VEH LICENSE FEE$1.58/DY

Receive rental receipts by email every time you rent.
And get access to special offers & more. See reverse.
[redacted]

4

Lunch
10/6/09

UFood Grill Loga
feel great. eat smart.

Store# 125009 Cashier MAUREEN
Order#143373
10/6/2009 1:35:51 PM

1 Chicken Parm Wrap	6.99
Wheat Wrap	
No Side	
1 Diet Pepsi	1.89
SubTotal	8.88
Tax	0.63
Total	9.51
Cash	10.00
Change	0.49

Roll ahead with new ordered

11
Breakfast
10/7/09

& & & 403 & & &
*******CORNER MARKET********
)6 SUSANA

1K 8024 07OCT'09 8:04AM

1	MUFFIN	2.50
1	BREAKFST ENG MUF	4.50
1	NAKED JUICE	3.50
	Sub-Total:	10.50
	Tax	0.97
	Total:	11.47
	CASH	20.00
	Change Due	8.53

---806 CLOSED 07OCT 8:05AM----

5
Dinner
10/6/09

HMSHOST
MACARONI GRILL 773-686-6180
CHICAGO O'HARE AIRPORT

10640 VERONICA

5646 OCT06'09 5:25PM

TO GO

1	YOGURT PARFAIT	[illegible]
1	G SICI TOM FOCC	[illegible]
1	ARIZONA TEA	3.39
	CASH	20.25
	SUBTOTAL	15.37
	TAX	1.77
	AMOUNT	17.14
	CHANGE	3.11

21

CR5624 ASR SOCAL
5552 W CENTURY BLV
LOS ANGELES, CA 9004

SITE:	5624
DATE:	10-09-09
TIME:	20:10
TRACE:	5236

DEALER# 10080505
MASTERCARD ACCT#
XXXXXXXXXXXX
INV# 201036
REF#923 99-028
AUTH# 00-12116Z
SELF
CARD AMT $ 15.00

THANK YOU

PUMP:	3
PROD:	UNLEAD
PRICE/GAL:	$2.999
NET/GAL:	$2.999
QUANTITY:	5.002GAL
FUEL TOTAL:	$15.00
NET TOTAL:	$15.00

Complete A Survey
WWW.GASVISIT.COM
Register to Win !

12
Lunch
10/7/09

HMSHOST
GORDON BIERSCH
SAN JOSE INTERNATIONAL AIRPORT
CHECK: 894
TABLE: 10[illegible]
SERVER: 9607
OCT07 [illegible]6PM
[illegible] MSTR 5*
[illegible] XXXXX
[illegible] XX/XX
AUTH CODE: 71049Z

TOTAL 2[illegible].18

TIP 3.82

TOTAL 25.00

X

I AGREE TO PAY THE ABOVE AMOUNT
IN ACCORDANCE WITH THE CARD
ISSUER'S AGREEMENT.

Dinner 10/8/09

****

DATE 10/08/09 TIME 9:51PM
MID CCRD

(17)

McCormick & Schmick
2000 MAIN STREET
IRVINE, CA
92614
949-756-0505

PLEASE SIGN THE MERCHANT COPY
THE CUSTOMER COPY IS YOURS TO KEEP

MASTER XXXXXXXX[illegible] S
AUTH 82061Z [illegible] 402 CHECK 4[illegible]644
PRE-AUTH DINING S INES

AMOUNT	36.40
TAX	3.19
SUBTOTAL $	39.59
TIP $	6.41 ✓
TOTAL $	46.00

CUSTOMER COPY

****

(13)

THE FLAME BROILER

~~Lunch~~ Dinner 10/7/09

17929 MacArthur Blvd
Irvine, CA 92614
(949) [illegible]770

Server: Fariba Station: 4

Order #: 32666 Dine In

>> SETTLED <<

1 WORKS PL BROWN	6.99
1 RG DRINK	1.39
SUB TOTAL:	8.38
Tax 1:	0.73
AMOUNT DUE:	$9.11 ✓
Cash Tendered:	10.00
CHANGE:	-0.89

>> Ticket #: 315 <<
Created: 10/7/2009 6:49:25 PM
SETTLED: 10/7/2009 6:50:31 PM

THANK YOU!

Lunch 10/9/09

(19)

Restaurant [illegible]
17971 MacArthur Blvd.
Irvine, CA 92614

10/9/2009 2:[illegible]34 PM
Order 514904 Cashier: A[illegible]ana G

1 Ckn Club	4.49
1 Lg Bev Bar	.99
Subt[illegible]	5.48
Tax	0.57 ✓
Total	7.05
Cash	10.00
Change	2.95

Dine In
Thank you for visiting!
Table Tent # 47

10/9/09
Dinner
(20)

HMS [illegible]
ON THE [illegible]ER
LOS ANGELES INT'L AIRPORT

7993 CARLOS

[illegible] 1860 GST 1
[illegible]OCT09'09 9:14PM

Subtotal

**** SEAT 1 ****
1 PICK THREE COMBO 1.99
REFRIED BEANS
TACO CHIX SOFT
TACO CHIX SOFT
TACO CHIX SOFT
1 DFT20 SAM ADAMS 8.49
SIDE SHOT NO
SUBTOTAL 20.48 ✓
TAX 2.00 AMOUNT 22.48
******* ******* $26.00

SUBTOTAL 20.48
TAX 2.00
AMOUNT $22.48
+3.52-tip
$26.00

Attachment No. 44

Expense Report: DOJ - RAID

Employee Name : Hallmark, Lisa
Employee ID [redacted]

Report Header

Policy Name : United States
Business Purpose : Attend and assist Department of Justice Raid Case # [redacted]
Report ID [redacted]
Receipts Received : Yes
Report Date : 10/12/2009
Date Submitted : 10/13/2009
Exceptions : No
Approval Status : Approved
Payment Status : Payment Confirmed
Currency : US, Dollar
Division (###) : 003
Cost Center (#####) : 00133
Internal Order :

Airfare

Date	Expense Type	Description	Vendor	Location	Payment Method	Amount
10/6/2009	Airfare		American Airlines		American Express	380.30 USD

Breakfast

Date	Expense Type	Description	Vendor	Location		Payment Method	Amount
10/7/2009	Breakfast		FRIDAY'S HOSPITLTY WRLDWD	Dallas, Texas	C	American Express	11.07 USD

Car Rental

Date	Expense Type	Description	Vendor	Location		Payment Method	Amount
10/9/2009	Car Rental		AVIS RENT A CAR	Garden City, New York	C	American Express	151.31 USD

Dinner

Date	Expense Type	Description	Vendor	Location		Payment Method	Amount
10/7/2009	Dinner		Embassy Suites	Irvine, California		American Express	21.36 USD
10/8/2009	Dinner		CARL'S JR 1100103	Irvine, California	C	American Express	7.76 USD
10/9/2009	Dinner		HMSHOST-SNA-AIRPT	Santa Ana, California	C	American Express	22.49 USD

Lodging/Hotels

Date	Expense Type	Description	Vendor	Location	Payment Method	Amount
10/7/2009	Lodging/Hotels		Embassy Suites	Irvine, California	American Express	154.00 USD
10/8/2009	Lodging/Hotels		Embassy Suites	Irvine, California	American Express	154.00 USD

Lodging/Hotels Tax

Date	Expense Type	Description	Vendor	Location	Payment Method	Amount
10/7/2009	Lodging/Hotels Tax		Embassy Suites	Irvine, California	American Express	15.51 USD
10/8/2009	Lodging/Hotels Tax		Embassy Suites	Irvine, California	American Express	15.51 USD

Miscellaneous Travel

Date	Expense Type	Description	Vendor	Location	Payment Method	Amount
10/7/2009	Miscellaneous Travel	Parking rental car overnight	Embassy Suites	Irvine, California	American Express	15.00 USD
10/8/2009	Miscellaneous Travel	Parking rental car over night	Embassy Suites	Irvine, California	American Express	15.00 USD
10/9/2009	Miscellaneous Travel	Airport Parking	PARKING CONCEPTS INC	Dallas, Texas C	American Express	63.00 USD

Snacks / Water / Beverage

Date	Expense Type	Description	Vendor	Location	Payment Method	Amount
10/7/2009	Snacks / Water / Beverage		Embassy Suites	Irvine, California	American Express	12.00 USD
10/9/2009	Snacks / Water / Beverage		Embassy Suites	Irvine, California	Out of Pocket	4.50 USD

Telecommunications

					Payment

Date	Expense Type	Description	Vendor	Location	Method	Amount
10/9/2009	Telecommunications	Internet Access in room for two nights	Embassy Suites	Irvine, California	American Express	19.90 USD

Tools

Date	Expense Type	Description	Vendor	Location	Payment Method	Amount
10/6/2009	Tools	Two magnifying glass with alligator clips device magnification	MICRO CENTER-DALLAS	Dallas, Texas C	American Express	10.80 USD

Totals

Report Total :	1,073.51 USD
Less Personal Amount :	0.00 USD
Amount Claimed :	1,073.51 USD
Amount Approved :	1,073.51 USD

Company Disbursements

Amount Due Employee :	4.50 USD
Amount Due American Express :	1,069.01 USD
Total Company Payments :	1,073.51 USD

Employee Disbursements

Amount Due Company :	0.00 USD
Total Employee Payments :	0.00 USD
