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SEP 12 2014

TONIANNE J. BONGIOVANNI  
U.S. MAGISTRATE JUDGE

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA

v.

ALPER CALIK,  
a/k/a, "ALBERT RAY"

:  
:  
: Honorable Tonianne J. Bongiovanni  
:  
:  
: Mag. No. 14-5047 (TJB)  
:  
:  
: **CRIMINAL COMPLAINT**  
:  
:

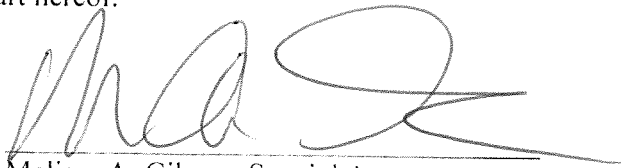
I, Melissa A. Gibson, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

**SEE ATTACHMENT A**

I further state that I am a Special Agent with the Department of Defense, Office of Inspector General, Defense Criminal Investigative Service, and that this Complaint is based on the following facts:

**SEE ATTACHMENT B**

continued on the attached pages and made a part hereof.

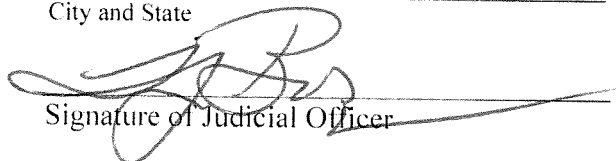


Melissa A. Gibson, Special Agent  
Defense Criminal Investigative Service

Sworn to before me and subscribed in my presence.

September 12, 2014  
Date  
Honorable Tonianne J. Bongiovanni  
United States Magistrate Judge  
Name and Title of Judicial Officer

at Trenton, New Jersey  
City and State

  
Signature of Judicial Officer

**ATTACHMENT A**

**COUNT ONE**

From on or about November 6, 2009 to on or about March 13, 2011, in Passaic County, in the District of New Jersey, and elsewhere, the defendant,

ALPER CALIK,

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud the U.S. Department of Defense by obtaining money and property from the U.S. Department of Defense by means of false and fraudulent pretense, representations, and promises, and did, on or about July 9, 2010, for the purposes of executing or attempting to execute the scheme and artifice to defraud, knowingly cause to be delivered by a private and commercial interstate carrier, namely DHL, according to the direction thereon, the following matter: a quantity of approximately 52 parts used on the Amphibious Assault Vehicle pursuant to a U.S. Department of Defense contract ending -2996.

All in violation of Title 18, United States Code, Section 1341 and Title 18, United States Code, Section 2.

**COUNT TWO**

From on or about November 6, 2009 to on or about March 13, 2011, in Passaic County, in the District of New Jersey, and elsewhere, the defendant,

ALPER CALIK,

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud the U.S. Department of Defense by obtaining money and property from the U.S. Department of Defense by means of false and fraudulent pretense, representations, and promises, and did, on or about July 20, 2010, for the purposes of executing or attempting to execute the scheme and artifice to defraud, knowingly cause to be delivered by a private and commercial interstate carrier, namely DHL, according to the direction thereon, the following matter: a quantity of approximately 69 parts used on the Amphibious Assault Vehicle pursuant to a U.S. Department of Defense contract ending -2996.

All in violation of Title 18, United States Code, Section 1341 and Title 18, United States Code, Section 2.

**COUNT THREE**

On or about May 23, 2013, in Passaic and Bergen Counties, in the District of New Jersey, and elsewhere, the defendant, ALPER CALIK, knowingly and willfully exported and caused to be exported from the United States to Turkey defense articles, that is, the technical drawings for the NSSN Class Submarine, Torpedo Tube, Open Breech Door, Gagging Collar A, Drawing Number 7072856, and the NSSN Class Submarine, Torpedo Tube, Open Breech Door Gagging, Collar Assembly, Drawing Number 7072825, both of which are designated as defense articles on the United States Munitions List, without having first obtained from the Department of State a license for such export or written authorization for such export.

In violation of Title 22, United States Code, Sections 2778(b)(2) and 2778(c), and Title 22, Code of Federal Regulations, Sections 121.1, 123.1, and 127.1, and Title 18, United States Code, Section 2.

**ATTACHMENT B**

I, Melissa A. Gibson, am a Special Agent with the U.S. Department of Defense (“DoD”), Office of Inspector General (“OIG”), Defense Criminal Investigative Service (“DCIS”). I have knowledge of the facts set forth below as a result of my participation in this investigation as well as from my review of reports from, and discussions with, other law enforcement personnel. Where statements of others are related herein, they are related in substance and in part. Because this complaint is being submitted for a limited purpose, I have not set forth each and every fact that I know concerning this investigation. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

1. At all times relevant to this Affidavit:

a. ALPER CALIK, a citizen of Turkey, was a co-owner of Clifmax LLC, a company located in Clifton, Passaic County, New Jersey, that supplied the United States Department of Defense (“DoD”) with replacement parts for defense hardware items, pursuant to government contracts.

b. ALPER CALIK was also the owner of Tunamann LLC, a company located in Clifton, Passaic County, New Jersey, and Paramus, Bergen County, New Jersey, that also supplied the DoD with replacement parts for defense hardware items, pursuant to government contracts.

c. The Defense Logistics Agency (“DLA”) is a DoD contracting entity. The DLA provides worldwide combat logistics support to DoD customers, including the Army, Navy, Air Force, and Marine Corps.

d. Defense spare-parts contracts are put out to bid via a system known as the DLA Internet Bid Board System (“DIBBS”). DIBBS is a web-based application that provides contractors with the capability to search for, view, and submit secure bids on federal-government requests for quotations (“RFQs”) from DLA.

e. The System for Award Management (“SAM”) is the government database through which government contractors, including DoD contractors, provide the government with corporate contact information, including financial information and corporate leadership.

f. “Domestic End Product,” in connection with DoD contracts, is defined as an end product manufactured in the United States, if the cost of its components mined, produced, and manufactured in the U.S. exceeds 50% of the cost of all its components.

g. The DLA administers a program known as the U.S./Canadian Joint Certification Program (“JCP”). The program is designed to allow U.S. and Canadian based contractors with electronic access to drawings and technical data that may be subject to U.S. and Canadian export control laws. U.S. and Canadian based contractors can obtain access to these drawings, but are

required to complete and submit a Military Critical Technical Data Agreement in order to obtain access. In this agreement, contractors must acknowledge that they understand export control laws. Contractors also agree not to disseminate the drawings and technical data in a manner that would violate export control laws. Manufacturing companies in Turkey cannot obtain JCP certification because they are not U.S. or Canadian based contractors.

### **OBJECT OF THE SCHEME**

2. It was the object of the scheme and artifice to defraud for ALPER CALIK to fraudulently induce and obtain money from the U.S. Department of Defense by: (1) creating “shell” companies in New Jersey for the purpose of making it appear to the DoD that those companies were U.S.-based manufacturers of spare parts in order to obtain contracts they would otherwise not be eligible to obtain as Turkish manufactures; (2) falsely submitting quotes to the DoD claiming that the shell companies were manufacturers of defense spare parts and would provide “Domestic End Product,” when in fact the companies were dealers rather than manufacturers and relied on Turkish production facilities; and (3) fraudulently obtaining a large and extensive library of drawings and technical data, some of which were subject to export control regulations, by falsely claiming that the shell companies were U.S.-based manufacturers.

### **MEANS AND METHODS OF THE SCHEME**

3. Among the means and methods used by ALPER CALIK to carry out his scheme and artifice to defraud are those set forth below:

4. On November 6, 2009, ALPER CALIK registered Clifmax with the state of New Jersey as a limited liability company with a business address in Clifton, New Jersey (hereinafter, the “Clifton Address”). ALPER CALIK was listed as the registered agent. ALPER CALIK was also listed as one of two managing members of Clifmax.

5. On or about November 17, 2009, ALPER CALIK registered Clifmax as a government contractor in SAM. In registering the company, ALPER CALIK listed himself as the manager of Clifmax and provided the Clifton Address as Clifmax’s physical and mailing address. On November 20, 2009, ALPER CALIK registered Clifmax with the DLA in DIBBS. ALPER CALIK used the alias “Albert Ray” when submitting electronic bids through DIBBS and when corresponding with the government via email.

6. On or about February 8, 2010, ALPER CALIK opened a business bank account in the name of Clifmax at JPMorgan Chase Bank, N.A., in Paterson, New Jersey. ALPER CALIK was the only signatory for that bank account. During the course of the scheme, payments to Clifmax from the Defense Finance and Accounting Service (“DFAS”), were electronically wired to that bank account. DFAS is the DoD agency responsible for paying contractors for goods and services provided.

7. On May 15, 2011, ALPER CALIK registered Tunamann LLC with the state of New Jersey as an LLC at the same Clifton Address used by Clifmax. ALPER CALIK was listed as the registered agent and the sole managing member for Tunamann.

8. On or about June 28, 2011, ALPER CALIK opened a business bank account in the name of Tunamann at JPMorgan Chase Bank in New Jersey. ALPER CALIK is the only signatory for that bank account.

9. On or about October 26, 2011, ALPER CALIK registered Tunamann with the DLA in DIBBS. On or about October 31, 2011, ALPER CALIK registered Tunamann as a government contractor in SAM. In registering the company, ALPER CALIK listed himself as the manager of Tunamann and as the accounts receivable point of contact for Tunamann.

10. Both Clifmax and Tunamann were "shell" companies created by ALPER CALIK that were merely front companies for manufacturing facilities in Turkey, including a company named Mak Savunma, created for the purpose of obtaining DoD contracts that these Turkish-based manufacturers were not permitted to receive. ALPER CALIK, with assistance from others, created these front companies in New Jersey and falsely claimed to the DoD on numerous occasions that these companies were U.S.-based manufacturers of spare parts.

11. In furtherance of the scheme, ALPER CALIK submitted false bids to the DoD claiming that both Clifmax and Tunamann were manufacturers of defense spare parts and would provide domestic end product, when in fact Clifmax and Tunamann were not manufacturers and relied on Turkish production facilities to manufacture the parts. Neither Clifmax, nor Tunamann ever had any manufacturing capabilities in the United States.

12. On December 10, 2009, ALPER CALIK signed and submitted a Military Critical Technical Data Agreement to the DoD on behalf of Clifmax. In the agreement, ALPER CALIK falsely stated that Clifmax was a manufacturer located in Clifton New Jersey. ALPER CALIK also acknowledged that he understood export control laws and agreed not to disseminate the drawings and technical data in a manner that would violate export control laws. Based on ALPER CALIK's false representations, the DLA granted Clifmax a JCP number, meaning ALPER CALIK was provided electronic access to drawings and technical data subject to U.S. export control regulations.

13. On October 31, 2011, ALPER CALIK signed and submitted a Military Critical Technical Data Agreement to the DoD on behalf of Tunamann. In the agreement, ALPER CALIK falsely stated that Tunamann was a manufacturer located Paramus, New Jersey. ALPER CALIK also acknowledged that he understood export control laws and agreed not to disseminate

the drawings and technical data in a manner that would violate export control laws. Based on ALPER CALIK's false representations in the agreement, the DLA granted Tunamann a JCP number, meaning ALPER CALIK was provided electronic access to drawings and technical data subject to U.S. export control regulations.

14. Beginning in or around 2009 to the present time, ALPER CALIK downloaded approximately one hundred thousand drawings, some of which were subject to U.S. export control regulations without obtaining export licenses from the U.S. Department of State. ALPER CALIK was not in the United States when the majority of the drawings were downloaded. Drawings and technical data subject to export control laws cannot be provided to manufacturers in Turkey without an export license from the U.S. Department of State.

15. The U.S. Department of State has determined that several of the drawings ALPER CALIK downloaded while he was in Turkey were United States Munitions List ("USML") items. Items on the USML are subject to U.S. export control regulations and require an export license from the U.S. Department of State.

#### Clifmax Contract

16. On or about February 17, 2010, ALPER CALIK (using the alias "Albert Ray") submitted a false bid through DIBBS for a contract to supply a quantity of 121 parts known as "gear, spur," with National Stock Number ("NSN") 3020-00-689-3224. The false bid submitted by ALPER CALIK claimed that Clifmax was a manufacturer and that domestic end product would be provided. This part is used in the "steer section and brake" of the Amphibious Assault Vehicle. Only U.S.-based contractors with JCP certification were eligible to obtain this contract.

17. Based on ALPER CALIK's false bid to the DoD, on or about February 22, 2010, Clifmax was awarded a purchase order valued at \$50,215 to provide a quantity of 121 of the "gear, spur" parts to the DoD under a contract ending in -2996.

18. Contrary to ALPER CALIK's bid, the parts ultimately provided by Clifmax were manufactured in Turkey and were not domestic end product. According to DHL shipping records, on or about July 9, 2010 and July 20, 2010, the parts were shipped via DHL in two separate shipments from Turkey to the Clifton address in New Jersey. The parts were subsequently provided to the DoD on or about July 25, 2010. The DoD paid Clifmax approximately \$49,913.71 for the foreign manufactured parts on or about August 23, 2010.

19. On or about August 25, 2010, the electronic payment from the DoD posted to the Clifmax bank account at JPMorgan Chase Bank. On the same date, \$43,560 was sent via international wire from the account to a Turkish bank account held by Mak Savunma, a Turkish manufacturing company.



20. Testing by DLA of the “gear, spur” parts supplied to the DLA by Clifmax revealed that the parts had dimensional non-conformances and were unusable.

21. According to government records, between in or around July 2010 and in or around January 2013, the DoD wired a total of approximately \$1,378,717 into the Clifmax bank account as payment for parts received by the DoD on numerous contracts. Bank records show that ALPER CALIK wired most of those funds to bank accounts in Turkey held by Mak Savunma, himself, and others.

#### Export Controlled Drawings

22. On or about May 23, 2013, ALPER CALIK, who at that time was operating Tunamann, downloaded the technical drawings for the NSSN Class Submarine, Torpedo Tube, Open Breech Door, Gagging Collar A, Drawing Number 7072856, and the NSSN Class Submarine, Torpedo Tube Gagging, Collar Assembly, Drawing Number 7072825 from the DoD database. Those drawings contain warnings stating that the export of the drawings to places outside the United States is restricted by the Arms Export Control Act.

23. ALPER CALIK was not in the United States when those drawings were downloaded. ALPER CALIK departed the United States on May 11, 2013 en route Turkey. ALPER CALIK did not return to the United States again until September 19, 2013. ALPER CALIK did not obtain an export license from the U.S. Department of State for the export of those drawings.

24. On August 18, 2014, the U.S. Department of State confirmed that the technical drawings downloaded by ALPER CALIK on May 23, 2013 are designated as defense articles on the USML.