

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLORADO

UNITED STATES OF AMERICA	)	Criminal No. 25-cr-251-DDD
)	
v.	)	<u>FILED UNDER SEAL</u>
)	
ENDLESS SALES INC., d/b/a)	
“Discount Forklift,” “Octane Forklifts,” and	)	18 U.S.C. § 1349
“Octaneforklifts.com,”	)	Conspiracy to Commit Wire Fraud
(Counts 1 and 27)	)	(Count 1)
)	
OCTANE FORKLIFTS, INC.,	)	18 U.S.C. § 1343
(Counts 1 and 27)	)	Wire Fraud
	)	(Counts 2 - 21)
BRIAN LEE FIRKINS,)	
(Counts 1-6 and 27)	)	18 U.S.C. § 1001
	)	False Statements
JOSEPH RYAN ANTCZAK,	)	(Counts 22 - 26)
to a/k/a “J.R. Antczak,”)	
(Counts 1, 7-14, and 27)	)	18 U.S.C. § 371
	)	Conspiracy to Enter Goods into
JEFFREY WILLIAM BLASDEL,	)	the United States by Means of
(Counts 1 and 15-27)	)	False Statements
	)	(Count 27)
)	
	)	18 U.S.C. §§ 981(a)(1)(C),
	)	982(a)(2)(B), and
	)	28 U.S.C. § 2461(c)
	)	(Criminal Forfeiture)
)	

INDICTMENT

The Grand Jury 24-2 charges that at times relevant to the Indictment:

GENERAL ALLEGATIONS

1. ENDLESS SALES INC. (ENDLESS) was incorporated under Colorado law with its headquarters and principal place of business at 4905 Lima St. in Denver, Colorado. ENDLESS operated under multiple trade names including “Discount Forklift,” “Octane Forklifts,” and “Octaneforklifts.com.”

2. OCTANE FORKLIFTS, INC. (OCTANE) was incorporated under Colorado law as “24HR Tanning Inc.” and changed its name to “OCTANE Forklifts, Inc.” in November 2018. OCTANE’s headquarters and principal place of business was also at 4905 Lima St. in Denver, Colorado. OCTANE’s principal business consisted of buying forklifts manufactured in China, rebranding the forklifts as its own line of U.S.-manufactured “OCTANE Forklifts,” and selling the rebranded forklifts through ENDLESS to state, local, and federal government customers.

3. Business 1 was a company incorporated under the laws of the People’s Republic of China (China) and located in Taizhou, Zhejiang, China. Business 1’s primary business consisted of manufacturing forklifts and material handling equipment that it sold within China and for export to foreign customers.

4. BRIAN LEE FIRKINS (FIRKINS) was a resident of Colorado and the 100% owner of ENDLESS and OCTANE. FIRKINS managed ENDLESS’ day-to-day operations, was a member of the Executive Management Committee, and served as ENDLESS’ CEO and President. FIRKINS made all key financial and operations decisions for ENDLESS and OCTANE. FIRKINS served as OCTANE’s CEO, approved pricing and bids that OCTANE submitted to state, local, and federal government customers, and served as a primary point of contact for Business 1.

5. JOSEPH RYAN ANTCZAK, a/k/a “J.R. ANTCZAK” (ANTCZAK) was a resident of Colorado and reported directly to FIRKINS. ANTCZAK served as the Senior Vice-President at ENDLESS and President of OCTANE until in or around August 2023. ANTCZAK’s duties included placing and managing orders for forklifts manufactured by Business 1 and overseeing OCTANE’s day-to-day business of selling OCTANE-branded forklifts to state, local,

and federal government customers. ANTCZAK served as a primary point of contact for Business 1 and reported directly to FIRKINS.

6. JEFFREY WILLIAM BLASDEL (BLASDEL) was a resident of Colorado. From May 2019 to early 2023, BLASDEL was employed as a salesperson for OCTANE. In early January 2023, BLASDEL was promoted to Director of Government Sales for OCTANE and reported directly to ANTCZAK. In or about September 2023, BLASDEL was promoted to President of OCTANE and reported directly to FIRKINS. Both as a salesperson and as Director of Government Sales, BLASDEL was responsible for submitting bids to state, local, and federal government customers. As President of OCTANE, BLASDEL was primarily responsible for the company's day-to-day operations, including placing and managing orders for forklifts manufactured by Business 1.

7. Co-Conspirator 1 was a citizen and resident of China. Co-Conspirator 1 was the Sales Manager for North and South America at Business 1 and served as the primary point of contact for FIRKINS, ANTCZAK, and BLASDEL when selling forklifts to ENDLESS and OCTANE. At Business 1, Co-Conspirator 1 invoiced ENDLESS and OCTANE for the manufacture of the forklifts and provided commercial invoices to ENDLESS, OCTANE, and freight forwarding companies for customs clearance purposes.

8. The United States Department of Defense was an Executive Branch department of the United States and consisted of the Department of the Army, the Department of the Air Force, the Department of the Navy, and numerous agencies including the Defense Logistics Agency.

9. The United States Department of Homeland Security was an Executive Branch department of the United States responsible for public security. It included numerous agencies

and components including the United States Customs and Border Protection Bureau and the Federal Emergency Management Authority.

10. Various corporations and individuals, not made defendants in this Indictment, participated as co-conspirators in the offense charged herein and performed acts and made statements in furtherance thereof.

11. Whenever in this Indictment reference is made to any act, deed or transaction of any corporation or government entity, the allegation means that the corporation or government entity engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or other representatives while such individuals were actively engaged in the management, direction, control or transaction of the entity's business or affairs.

Laws and Regulations Applicable to Government Acquisitions

12. The United States Congress has broad authority to place conditions on the purchases made by the federal government or purchases made with federal dollars. One condition that it placed on direct government purchases was the requirement that certain goods be produced in the United States or from certain designated countries. This requirement was implemented by the Buy American Act, 41 U.S.C. § 8301 et seq., and the Trade Agreements Act, 19 U.S.C. § 2501, et seq., both of which make a product's country of origin a critical factor when government contracting officers select vendors from whom to purchase.

13. The Buy American Act and Trade Agreements Act were both implemented by Federal Acquisition Regulation (FAR), a body of regulations governing the federal government's contracting and purchasing process, and the Defense Federal Acquisition Regulations Supplement which supplemented the FAR and provided Department of Defense-specific acquisition regulations that Department of Defense acquisition officials and contractors

doing business with the Department of Defense must follow in the procurement of goods and services.

14. The Buy American Act required the federal government to purchase supplies that have been manufactured in the United States. The Buy American Act was implemented by FAR Chapter 25, which defined “Place of Manufacture” as “the place where an end product is assembled out of components . . . into the finished product that is to be provided to the Government.” If the “Place of Manufacture” was not the United States, the product was not compliant with the Buy American Act.

15. In certain circumstances, the Trade Agreements Act allowed the United States to purchase products manufactured in a foreign country if the foreign country qualified as a “designated country.” China did not qualify as a “designated country” under the Trade Agreements Act. Because China did not qualify as a “designated country,” the Trade Agreements Act prohibited the United States from procuring goods from China.

Certifications of Buy American Act and Trade Agreements Act Compliance

16. All prospective bidders seeking to win supply contracts with the Federal Government were required to register with the System for Award Management, a Federal Government-wide portal used for the acquisition of goods and services. The System for Award Management required prospective bidders to complete annual certifications as well as a new certification whenever there was a substantive change in the business that affected the previous certifications.

17. Among other things, the System for Award Management required bidders to certify that the goods being provided were Buy American Act-compliant and Trade Agreements Act-compliant. Certification of compliance with the Buy American Act and the Trade

Agreements Act were prerequisites to ENDLESS and OCTANE being awarded government contracts. Contractor certifications of compliance were incorporated into federal procurement contracts and relied upon by government contracting officers when awarding contracts.

18. In addition to the certifications of Buy American Act and Trade Agreements Act compliance made in the System for Award Management, FIRKINS, ANTCZAK, BLASDEL, and others acting with them and at their direction, made or caused to be made, additional statements and representations to government contracting officers that OCTANE Forklifts were manufactured in the United States and were Buy American Act- and Trade Agreements Act-compliant. In reliance upon these certifications and representations, on various dates, contracting officers with federal government agencies, including the Department of Defense and Department of Homeland Security, awarded ENDLESS and OCTANE various federal government contracts for the sale of forklifts that required, among other things, that ENDLESS and OCTANE comply with the Buy American Act and Trade Agreements Act.

19. Even though ENDLESS and OCTANE were required to comply with the domestic manufacturing restrictions of the Buy American Act and Trade Agreements Act, ENDLESS and OCTANE, by and through the individual defendants FIRKINS, ANTCZAK, BLASDEL, and others acting with them and at their direction, repeatedly acted to import forklifts manufactured in China by Business 1 and falsely represented to various federal government agencies that the imported forklifts were manufactured in the United States.

20. After manufacturing of the forklifts ordered by ENDLESS and OCTANE was complete, Business 1 arranged for the transportation of the finished forklifts from its factory in Zhejiang, China, to an international port in Ningbo, China. From Ningbo, China, OCTANE and ENDLESS contracted with a logistics company to transport the forklifts to ports in the United

States and its territories, including, among others, Long Beach, California; Oakland, California; Seattle, Washington; and San Juan, Puerto Rico.

Duties and the Customs Clearance Process

21. By convention, the terms “tariff” and “duty” are often used interchangeably despite subtle differences between the two. Nonetheless, because both terms refer to a tax that is imposed by the United States and payable on goods imported into the United States or one of its territories, for purposes of this indictment, “duty” shall mean “tariff” and “tariff” shall mean “duty.”

22. The applicability of duties and tariffs varies by the exporting country and the type of goods being imported.

23. The company that purchases foreign goods for importation into the United States or one of its territories is known as the Importer of Record. The Importer of Record is responsible for accurately describing and valuing the imported goods and for paying all applicable tariffs, duties, and fees.

24. When purchasing foreign goods for domestic use or resale, the Importer of Record typically contracts with a third-party to transport the goods from a foreign port in the exporting country to a port in the United States or one of its territories. After entry, foreign goods are inspected by the United States Customs and Border Protection, a process which includes the levy of tariffs and any applicable duties and fees.

25. In addition to any tariffs or duties that may apply, the United States also imposes a 0.125% harbor maintenance fee and a 0.3464% merchandise processing fee upon imported merchandise.

26. The United States Customs and Border Protection calculates applicable tariffs, duties, and fees based upon the value of the imported goods which is determined by a commercial invoice generated by the exporter and which accompanies the shipment.

27. In June 2018, the United States began imposing a 25% tariff on certain products imported from China, including the forklifts imported by ENDLESS and OCTANE.

COUNT ONE
Conspiracy to Commit Wire Fraud
18 U.S.C. § 1349

28. The factual allegations contained in paragraphs 1 through 20 of this indictment are incorporated here.

29. Beginning no later than in or around August 2018 and continuing until at least in or around July 2024, in the District of Colorado and elsewhere, the defendants,

**ENDLESS SALES INC., OCTANE FORKLIFTS INC., BRIAN LEE FIRKINS,
JOSEPH RYAN ANTCZAK, and JEFFREY WILLIAM BLASDEL,**

did knowingly conspire, confederate and agree with each other and with other persons known and unknown to the grand jury to commit wire fraud, to wit, having knowingly devised and intending to devise a material scheme and artifice to defraud the United States, and to obtain money and property from the United States by means of materially false and fraudulent pretenses, representations and promises, defendants transmitted and caused to be transmitted by means of wire communication in interstate commerce writings, signs, and signals for the purpose of executing the material scheme and artifice to defraud and to obtain money and property.

Purpose of the Conspiracy and Scheme to Defraud

30. The objective of the conspiracy and scheme to defraud was for the defendants to defraud the United States by importing forklifts that were manufactured in China into the United

States and then deceptively marketing and selling those forklifts to the United States as “Made in the USA” and compliant with the Buy American Act and Trade Agreements Act.

Manner and Means

31. The manner and means by which the defendants sought to accomplish the conspiracy and the scheme to defraud included, but were not limited to, the following:

- a. ENDLESS purchased Chinese-manufactured forklifts from Business 1 and resold the forklifts to customers in the United States as its own line of forklifts, “OCTANE Forklifts.”
- b. ENDLESS falsely portrayed itself as a distributor of OCTANE Forklifts and OCTANE falsely portrayed itself as the manufacturer of OCTANE Forklifts. OCTANE’s public website falsely claimed that its products complied with the Buy American Act and Trade Agreement Act.
- c. ENDLESS and OCTANE entered into contracts with federal government agencies, including the Department of Defense and Department of Homeland Security, to supply forklifts that were manufactured in the United States and were Buy American Act- and Trade Agreements Act-compliant. FIRKINS, ANTCZAK, BLASDEL, and others acting with them or at their direction, made statements to federal contracting officers with such federal government agencies that OCTANE Forklifts were manufactured in the United States and were Buy American Act- and Trade Agreements Act-compliant.
- d. FIRKINS, ANTCZAK, BLASDEL and others acting with them or at their direction, placed orders and made payments using interstate wire transmissions to

Business 1 in China for the manufacture of forklifts that were later supplied to federal government agencies.

- e. ANTCZAK directed Co-Conspirator 1 and Business 1 to affix data plates to the forklifts written in English, displaying the American Flag, and claiming that final assembly occurred in Denver, Colorado, thereby giving the false impression the forklifts were made in the United States.
- f. Prior to delivering the forklifts to federal government agency customers, ANTCZAK and others acting with him or at his direction ordered employees and third parties to remove decals, stickers, and inspections tags showing the forklifts were made in China. This process was referred to as the “de-Chinese” or the “un-Chinese” of the forklifts.
- g. FIRKINS, ANTCZAK, BLASDEL, and others acting with them or at their direction, provided to federal government agencies a fraudulent Manufacturer’s Certificate of Origin for each forklift that identified the forklift by serial number, falsely represented the manufacturer as “OCTANE FORKLIFTS,” and falsely represented that OCTANE was a Buy American Act- and Trade Agreements Act-compliant U.S. manufacturer.
- h. After delivering the forklifts, ANTCZAK, BLASDEL, and others working with them or at their direction, submitted electronic invoices to federal government agencies for payment through Wide Area Workflow, a secure, Web-based system for electronic invoicing.

In violation of Title 18, United States Code, Section 1349.

COUNTS 2 - 21
Wire Fraud
18 U.S.C. § 1343

The GRAND JURY 24-2 further charges:

1. The factual allegations contained in paragraphs 1 through 20 and 30 through 31 of this indictment are incorporated here.

2. Beginning no later than in or around August 2018 and continuing until at least in or around July 2024, in the Central District of Colorado and elsewhere, the defendants

BRIAN LEE FIRKINS,
JOSEPH RYAN ANTCZAK, and JEFFREY WILLIAM BLASDEL,

and others known and unknown to the Grand Jury, knowingly devised and intended to devise a scheme and artifice to defraud, and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, and by omission of material facts, well knowing and having reason to know that said pretenses, representations, and promises were and would be false and fraudulent when made and caused to be made and that said omissions were and would be material.

3. On or about the dates listed below, in the District of Colorado and elsewhere, the defendants listed below, for the purpose of executing and attempting to execute the scheme and artifice to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations, and omissions, did, with intent to defraud, cause the wire communications identified below to be transmitted by means of wire communication in interstate commerce.

Count	Date (On or about)	Individual Defendant(s)	Description of Wire Transmission
2	9/21/2020	Brian Firkins	Email from FIRKINS to Co-Conspirator 1 providing confirmation of a wire transfer to Business 1 for downpayment on a Chinese-made forklift
3	9/23/2020	Brian Firkins	Email from FIRKINS to Co-Conspirator 1 providing confirmation of a wire transfer to Business 1 for downpayment on a Chinese-made forklift
4	10/5/2020	Brian Firkins	Email from FIRKINS to Co-Conspirator 1 providing confirmation of a wire transfer to Business 1 for downpayment on a Chinese-made forklift
5	10/5/2020	Brian Firkins	Email from FIRKINS to Co-Conspirator 1 providing confirmation of a wire transfer to Business 1 for downpayment on a Chinese-made forklift
6	2/1/2021	Brian Firkins	Email from FIRKINS to Co-Conspirator 1 providing confirmation of a wire transfer to Business 1 for downpayment on a Chinese-made forklift
7	9/21/2020	Joseph Ryan Antczak	Email from ANTCZAK to Co-Conspirator 1 placing a forklift order to fulfill a federal contract
8	9/23/2020	Joseph Ryan Antczak	Email from ANTCZAK to Co-Conspirator 1 placing a forklift order to fulfill a federal contract
9	10/5/2020	Joseph Ryan Antczak	Email from ANTCZAK to Co-Conspirator 1 placing a forklift order to fulfill a federal contract
10	10/5/2020	Joseph Ryan Antczak	Email from ANTCZAK to Co-Conspirator 1 placing a forklift order to fulfill a federal contract
11	1/29/2021	Joseph Ryan Antczak	Email from ANTCZAK to Co-Conspirator 1 placing a forklift order to fulfill a federal contract
12	9/12/2022	Joseph Ryan Antczak	Email from ANTCZAK to Co-Conspirator 1 placing a forklift order to fulfill a federal contract

13	9/24/2022	Joseph Ryan Antczak	Email from ANTCZAK to Co-Conspirator 1 placing a forklift order to fulfill a federal contract
14	5/31/2023	Joseph Ryan Antczak	Email from ANTCZAK to Co-Conspirator 1 placing a forklift order to fulfill a federal contract
15	2/6/2024	Jeffrey William Blasdel	Submission of an electronic invoice for payment on a forklift contract with the United States
16	4/11/2024	Jeffrey William Blasdel	Submission of an electronic invoice for payment on a forklift contract with the United States
17	4/12/2024	Jeffrey William Blasdel	Submission of an electronic invoice for payment on a forklift contract with the United States
18	4/29/2024	Jeffrey William Blasdel	Submission of an electronic invoice for payment on a forklift contract with the United States
19	5/7/2024	Jeffrey William Blasdel	Submission of an electronic invoice for payment on a forklift contract with the United States
20	6/28/2024	Jeffrey William Blasdel	Submission of an electronic invoice for payment on a forklift contract with the United States
21	7/16/2024	Jeffrey William Blasdel	Submission of an electronic invoice for payment on a forklift contract with the United States

In violation of Title 18, United States Code, Section 1343.

COUNTS 22-26
Making Materially False Statements
18 U.S.C. § 1001

The GRAND JURY 24-2 further charges:

1. The factual allegations contained in paragraphs 1 through 20 and 30 through 31 of this indictment are incorporated here.

2. On or about the dates listed below, in the District of Colorado, the defendant,

JEFFREY WILLIAM BLASDEL

did willfully and knowingly make a materially false statement and representation in a matter within the jurisdiction of the executive branch of the Government of the United States by falsely certifying on the Federal System for Award Management that the forklifts being provided to departments and agencies of the United States were compliant with the Buy American Act and Trade Agreements Act. The representations were false because, as JEFFREY WILLIAM BLASDEL then and there knew, the forklifts were manufactured in China and were not compliant with the Buy American Act or Trade Agreements Act.

<u>Count</u>	<u>Date</u>	<u>Certification</u>	<u>Location</u>
22	1/5/2023	JEFFREY WILLIAM BLASDEL	Denver, Colorado
23	3/14/2023	JEFFREY WILLIAM BLASDEL	Denver, Colorado
24	10/9/2023	JEFFREY WILLIAM BLASDEL	Denver, Colorado
25	11/9/2023	JEFFREY WILLIAM BLASDEL	Denver, Colorado
26	3/1/2024	JEFFREY WILLIAM BLASDEL	Denver, Colorado

In violation of Title 18, United States Code, Section 1001.

COUNT 27

**Conspiracy To Enter Goods into the United States by Means of False Statements
18 U.S.C. § 371**

The GRAND JURY 24-2 further charges:

1. The factual allegations contained in paragraphs 1 through 27 of this indictment are incorporated here.

2. Beginning in or around June 2018 and continuing until at least in or around June 2024, in Denver, Colorado, in the District of Colorado and elsewhere, the defendants,

**ENDLESS SALES INC., OCTANE FORKLIFTS INC., BRIAN LEE FIRKINS,
JOSEPH RYAN ANTCZAK, and JEFFREY WILLIAM BLASDEL,**

conspired and agreed, together with others known or unknown to the grand jury, to commit an offense against the United States, namely to knowingly enter and introduce, or cause others to enter and introduce, imported merchandise into the commerce of the United States by means of false and fraudulent invoices, in violation of 18 U.S.C. §§ 542 and 2.

3. The objective of the conspiracy was for the defendants to enrich themselves by paying less than the full amount of tariff and duty on the forklifts and forklift parts that was legally due upon entry into the United States or one of its territories.

4. In furtherance of the conspiracy, the defendants and others known and unknown to the grand jury committed the following overt acts, among others, in the District of Colorado and elsewhere:

- a. In or about June 2018, Co-Conspirator 1 met with ANTCZAK and FIRKINS in Denver, Colorado, and agreed that for customs clearance purposes, Co-Conspirator 1 would submit false and fraudulent commercial invoices that typically valued the forklifts and forklift parts that Business 1 exported from

China to the United States and its territories at 70% of the actual cost of the goods.

- b. From in or about October 2018 until in or about June 2024, Business 1 invoiced, and the defendants paid or caused to be paid, over \$14 million to Business 1 for the purchase of forklifts and forklifts parts.
- c. From in or about October 2018 until in or about June 2024 when shipping the forklifts and forklift parts to ports in the United States or one of its territories, Business 1 provided, and the defendants caused Business 1 to provide, commercial invoices to the defendants and third parties employed by the defendants that falsely and fraudulently reflected a total value for said merchandise which was less than the purchase price and true value of said merchandise.
- d. From in or about October 2018 until in or about June 2024, the defendants provided the United States Customs and Border Protection, and caused to be provided to the United States Customs and Border Protection, invoices that falsely and fraudulently reflected a total purchase price of said merchandise which was less than the actual purchase price and true value of said merchandise, thereby depriving the United States of over \$1 million in applicable tariffs, duties, and fees.

In violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATION

18 U.S.C. §§ 981(a)(1)(C), 982(a)(2)(B), and 28 U.S.C. § 2461(c)

1. The allegations contained in Counts 1 through 22 and Count 27 of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to the provisions of 18 U.S.C. §§ 981(a)(1)(C), 982(a)(2)(B), and 28 U.S.C. § 2461(c).

2. Upon conviction of the violations of 18 U.S.C. §§ 1349 and 1343 alleged in Counts 1-21 of this Indictment, defendants ENDLESS SALES INC., OCTANE FORKLIFTS INC., BRIAN LEE FIRKINS, JOSEPH RYAN ANTCZAK, and JEFFREY WILLIAM BLASDEL, shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C), and 28 U.S.C. § 2461(c) any and all of the defendants' right, title and interest in all property constituting and derived from any proceeds the defendants obtained directly and indirectly as a result of such offense, including, but not limited to: a money judgment in the amount of proceeds obtained by the scheme and by the defendants.

3. Upon conviction of the violation of 18 U.S.C. § 371 alleged in Count 27 of this Indictment, defendants ENDLESS SALES INC., OCTANE FORKLIFTS INC., BRIAN LEE FIRKINS, JOSEPH RYAN ANTCZAK, and JEFFREY WILLIAM BLASDEL, shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(2)(B) any and all of the defendants' right, title and interest in all property constituting and derived from any proceeds the defendants obtained directly and indirectly as a result of such offense, including, but not limited to: a money judgment in the amount of proceeds obtained by the conspiracy and by the defendants.

4. If any of the property described above, as a result of any act or omission of the defendants:

- a) cannot be located upon the exercise of due diligence;
- b) has been transferred or sold to, or deposited with, a third party;

- c) has been placed beyond the jurisdiction of the Court;
- d) has been substantially diminished in value; or
- e) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C.

§ 2461(c) to seek forfeiture of any other property of said defendants up to the value of the forfeitable property.

A TRUE BILL

Ink signature on file in Clerk's Office
FOREPERSON

s/Abigail Slater
ABIGAIL SLATER
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Antitrust Division
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s/Eric L. Schleef
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