

1 ANDRÉ BIROTTE JR.
 United States Attorney
 2 CHRISTINE C. EWELL
 Assistant United States Attorney
 3 Chief, Criminal Division
 BRUCE H. SEARBY (SBN 183267)
 4 Assistant United States Attorney
 Major Frauds Section
 5 JONATHAN E. LOPEZ (SBN 210513)
 Senior Trial Attorney, Fraud Section
 6 United States Department of Justice
 1100 United States Courthouse
 7 312 North Spring Street
 Los Angeles, California 90012
 8 Telephone: (213) 894-5423
 Facsimile: (213) 894-6269
 9 bruce.searby@usdoj.gov

10 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,) CR No. 08-59(B)-GW
 14)
 Plaintiff,) GOVERNMENT'S REQUEST FOR JUDICIAL
 15) NOTICE OF RECENT FCPA SENTENCING;
 v.) EXHIBITS
 16)
 GERALD GREEN and) Sent. Date: April 29, 2010
 17 PATRICIA GREEN,) Sent. Time: 9:30 a.m.
)
 18 Defendants.)
)
 19)
)
 20)

21 Plaintiff United States of America, through its counsel of
 22 record, the United States Attorney's Office for the Central
 23 District of California, and the Fraud Section, United States
 24 Department of Justice, Criminal Division, hereby requests that
 25 the Court take judicial notice that on April 19, 2010, defendant
 26 Charles Paul Edward Jumet ("Jumet") was sentenced to 87 months in
 27 prison for paying approximately \$200,000 in bribes to former
 28 Panamanian government officials to secure maritime contracts in

1 violation of the Foreign Corrupt Practices Act ("FCPA")¹. United
2 States v. Jumet, Cr No. 09-397-HEH EDVA. This request is made in
3 effort to ensure that the Court is kept current with respect to
4 the FCPA sentencing landscape as it relates to the criminal
5 prosecution of individuals so as avoid unwarranted disparities in
6 sentencings. A copy of the Plea Agreement and Statement of Facts
7 in the Jumet case is attached hereto as Exhibit A. In addition,
8 the government has updated, and attached hereto as Exhibit B, a
9 revised Appendix B to the government's previously-filed
10 supplemental memorandum regarding the sentencings of defendant
11 GERALD GREEN and defendant PATRICIA GREEN (entitled, "Sentences
12 of Persons Who Pled Guilty to FCPA Violations Since 2000"),
13 updated to reflect this recent FCPA sentence.

14 As set forth in Exhibit A, from approximately 1997 through
15 July 2003, Jumet and others conspired to pay money secretly to
16 Panamanian government officials in exchange for awarding
17 contracts to Ports Engineering Consultants Corporation (PECC) to
18 maintain lighthouses and buoys along Panama's waterway. Jumet, a
19 United States Citizen, was Vice President, and later President,
20 of PECC. Jumet admitted that he and others authorized corrupt
21 payments to be made to the Panamanian government officials. In
22 total, Jumet and others caused corrupt payments of more than
23 \$200,000 to be paid to the former administrator and the former
24 deputy administrator of the Panama Maritime Authority and to a
25

26 ¹ Jumet also pled guilty to making a false statement to law
27 enforcement officers.

1 former high-ranking elected executive official of the Republic of
2 Panama. In addition to violating the FCPA, Jumet also made a
3 false statement to federal agents about a "dividend" check
4 payable to the bearer in the amount of \$18,000 that was endorsed
5 and deposited into an account belonging to the high-ranking
6 elected Panamanian government official.

7 The government notes that Jumet's sentence of 87 months
8 imprisonment is not reflective of any cooperation.

9 DATED: April 20, 2010

Respectfully submitted,

10 ANDRÉ BIROTTE JR.
11 United States Attorney

12 CHRISTINE C. EWELL
13 Assistant United States Attorney
14 Chief, Criminal Division

14 _____ /s/
15 BRUCE H. SEARBY
16 Assistant United States Attorney
17 JONATHAN E. LOPEZ
18 Senior Trial Attorney
19 United States Department
20 of Justice, Fraud Section

21 Attorneys for Plaintiff
22 UNITED STATES OF AMERICA
23
24
25
26
27

**EXHIBIT A-1
TO
GOVERNMENT'S REQUEST FOR
JUDICIAL NOTICE**

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

NOV 13 2009

| | | |
|----------------------------|---|--------------|
| UNITED STATES OF AMERICA, |) | |
| |) | |
| v. |) | CRIMINAL NO. |
| |) | |
| CHARLES PAUL EDWARD JUMET, |) | |
| |) | |
| Defendant. |) | |

PLEA AGREEMENT

Dana J. Boente, Acting United States Attorney for the Eastern District of Virginia, the United States Department of Justice, Criminal Division, Fraud Section, Michael Dry, Assistant United States Attorney, Rina C. Tucker Harris, Trial Attorney, the defendant, Charles Paul Edward Jumet, and the defendant's counsel have entered into an agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure (the "plea agreement"). The terms of the plea agreement are as follows:

1. Offense and Maximum Penalties

The defendant agrees to waive indictment and plead guilty to a two-count criminal information charging the defendant with conspiracy to violate laws of the United States in violation of Title 18, United States Code, Section 371, namely the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et. seq.), and making a false statement in violation of Title 18, United States Code, Section 1001(a)(2). The maximum penalties for the conspiracy charge are a maximum term of five years' imprisonment, a fine of \$250,000 or twice the pecuniary gain or loss resulting from the offense, whichever is greater, a special assessment of \$100.00, and three years supervised release. The maximum penalties for the false statement charge are a maximum term of 5 years of

imprisonment, a fine of \$250,000, a special assessment of \$100.00, and three years supervised release. The defendant understands that this supervised release term is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release.

2. Detention Pending Sentencing

The defendant understands that this case is governed by Title 18, United States Code, Sections 3143(a)(2) and 3145(c). These provisions provide that a judicial officer shall order that a person who has been found guilty of an offense of this kind be detained unless there are statutory justifications why such person's detention would not be appropriate.

3. Factual Basis for the Plea

The defendant will plead guilty because the defendant is in fact guilty of the charged offenses. The defendant admits the facts set forth in the statement of facts attached to this plea agreement and agrees that those facts establish his guilt of the offenses charged beyond a reasonable doubt. The statement of facts, which is hereby incorporated into this plea agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(a) of the Sentencing Guidelines.

4. Assistance and Advice of Counsel

The defendant is satisfied that the defendant's attorney has rendered effective assistance. The defendant understands that by entering into this plea agreement, defendant surrenders certain rights as provided in this plea agreement. The defendant understands that the rights of criminal defendants include the following:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;

- c. the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and
- d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

5. Role of the Court and the Probation Office

The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the defendant's actual sentence in accordance with Title 18, United States Code, Section 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate of the advisory sentencing range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant may have received from the defendant's counsel, the United States, the Probation Office, or anyone else, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in *United States v. Booker*, 543 U.S. 220, 125 S. Ct. 738 (2005), the Court, after considering the factors set forth in Title 18, United States Code, Section 3553(a), may impose a sentence above or below the advisory sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence imposed.

Further, in accordance with Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the United States and the defendant agree that the 2008 Sentencing Guidelines apply in this case and that, provided the defendant enters a plea of guilty to the Information and otherwise meets his

obligations under this agreement, the United States and the defendant will recommend to the Court that the following provisions of the sentencing guidelines apply with respect to the conspiracy offense, which is Count One of the Criminal Information:

| | | |
|--|----|------------------------|
| Base Offense Level | 12 | U.S.S.G. § 2C1.1(a)(2) |
| Offense involved more than one bribe | 2 | U.S.S.G. § 2C1.1(b)(1) |
| value of payment is more than \$200,000 but not greater than \$400,000 | 12 | U.S.S.G. § 2C1.1(b)(2) |
| Offense involved an elected public official or any public official in a high-level decision-making | 4 | U.S.S.G. § 2C1.1(b)(3) |
| Obstruction or Impeding Administration of Justice | 2 | U.S.S.G. § 3C1.1 |

Provided the defendant proceeds to enter a plea of guilty under this plea agreement and provides a sworn, truthful financial statement regarding his ability to pay a fine, the United States and the defendant agree that the defendant has assisted the government in the investigation and prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate their resources efficiently. If the defendant qualifies for a two-level decrease in offense level pursuant to U.S.S.G. § 3E1.1(a) and the offense level prior to the operation of that section is a level 16 or greater, the government agrees to file, pursuant to U.S.S.G. § 3E1.1(b), a motion prior to, or at the time of, sentencing for an additional one-level decrease in the defendant's offense level.

6x **Waiver of Appeal, FOIA and Privacy Act Rights**

The defendant also understands that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives

the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742 or on any ground whatsoever, in exchange for the concessions made by the United States in this plea agreement. This agreement does not affect the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(b). The defendant also hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a.

rw
JD
7. Waiver of DNA Testing

The defendant also understands that Title 18, United States Code, Section 3600 affords a defendant the right to request DNA testing of evidence after conviction. Nonetheless, the defendant knowingly waives that right. The defendant further understands that this waiver applies to DNA testing of any items of evidence in this case that could be subjected to DNA testing, and that the waiver forecloses any opportunity to have evidence submitted for DNA testing in this case or in any post-conviction proceeding for any purpose, including to support a claim of innocence to the charges admitted in this plea agreement.

JD
rw
8. Special Assessment

Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of one hundred dollars (\$100.00) per count of conviction for a total of two hundred dollars (\$200.00).

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^{QCTX}
9. A. **Payment of Monetary Penalties**

The defendant further understands and agrees that, pursuant to Title 18, United States Code, Section 3613, whatever monetary penalties are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States as provided for in Section 3613. Furthermore, the defendant agrees to provide all of his financial information to the United States and the Probation Office and, if requested, to participate in a pre-sentencing debtor's examination. If the Court imposes a schedule of payments, the defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. If the defendant is incarcerated, the defendant agrees to participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

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^{QCTH}
10 B. **Immunity from Further Prosecution in this District**

The United States will not further criminally prosecute the defendant in the Eastern District of Virginia or elsewhere for the specific conduct described in the information or statement of facts.

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^{QSTN}
11 C. **Defendant's Cooperation**

The defendant agrees to cooperate fully and truthfully with the United States, and provide all information known to the defendant regarding any criminal activity as requested by the government. In that regard:

- a. The defendant agrees to testify truthfully and completely at any grand juries, trials or other proceedings.
- b. The defendant agrees to be reasonably available for debriefing and pre-trial

conferences as the United States may require.

- c. The defendant agrees to provide all documents, records, writings, or materials of any kind in the defendant's possession or under the defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.
- d. The defendant agrees that, at the request of the United States, the defendant will voluntarily submit to polygraph examinations, and that the United States will choose the polygraph examiner and specify the procedures for the examinations.
- e. The defendant agrees that the Statement of Facts is limited to information to support the plea. The defendant will provide more detailed facts relating to this case during ensuing debriefings.
- f. The defendant is hereby on notice that the defendant may not violate any federal, state, or local criminal law while cooperating with the government, and that the government will, in its discretion, consider any such violation in evaluating whether to file a motion for a downward departure or reduction of sentence.
- g. Nothing in this agreement places any obligation on the government to seek the defendant's cooperation or assistance.

AP
NSW

QJTW
12/1

Use of Information Provided by the Defendant Under This Agreement

The United States will not use any truthful information provided pursuant to this agreement in any criminal prosecution against the defendant in the Eastern District of Virginia or elsewhere,

except in any prosecution for a crime of violence or conspiracy to commit, or aiding and abetting, a crime of violence (as defined in Title 18, United States Code, Section 16). Pursuant to U.S.S.G. section 1B1.8, no truthful information that the defendant provides under this agreement will be used in determining the applicable guideline range, except as provided in section 1B1.8(b). Nothing in this plea agreement, however, restricts the Court's or Probation Officer's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents the government in any way from prosecuting the defendant should the defendant knowingly provide false, untruthful, or perjurious information or testimony, or from using information provided by the defendant in furtherance of any forfeiture action, whether criminal or civil, administrative or judicial. The United States will bring this plea agreement and the full extent of the defendant's cooperation to the attention of other prosecuting offices if requested.

MSW
[Handwritten signature]

QSTW
13 §.

Defendant Must Provide Full, Complete and Truthful Cooperation

This plea agreement is not conditioned upon charges being brought against any other individual. This plea agreement is not conditioned upon any outcome in any pending investigation. This plea agreement is not conditioned upon any result in any future prosecution which may occur because of the defendant's cooperation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges resulting from this investigation. This plea agreement is conditioned upon the defendant providing full, complete and truthful cooperation.

AP
MSW
[Handwritten signature]

QSTW
14 §.

Motion for a Downward Departure

The parties agree that the United States reserves the right to seek any departure from the applicable sentencing guidelines, pursuant to Section 5K1.1 of the Sentencing Guidelines and Policy Statements, or any reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal

Procedure, if, in its sole discretion, the United States determines that such a departure or reduction of sentence is appropriate.

QCTN 15
16.

Payment of Taxes and Filing of Tax Returns

The defendant consents to any motion by the United States under Rule 6(e)(3)(E) of the Federal Rules of Criminal Procedure, to disclose grand jury material to the Internal Revenue Service for use in computing and collecting the defendant's taxes, interest and penalties, and to the civil and forfeiture sections of the United States Attorney's Office for use in identifying assets and collecting fines and restitution. The defendant also agrees to file true and correct tax returns for the year 2004 within sixty days and to pay all taxes, interest and penalties for the year 2004 within a reasonable time in accordance with a plan to be devised by the Probation Office. The defendant further agrees to make all books, records and documents available to the Internal Revenue Service for use in computing defendant's taxes, interest and penalties for the year 2004.

QCTN 16
17.

Breach of the Plea Agreement and Remedies

This plea agreement is effective when signed by the defendant, the defendant's attorney, and an attorney for the United States. The defendant agrees to entry of this plea agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's attorney). If the defendant withdraws from this plea agreement, or commits or attempts to commit any additional federal, state or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this agreement, then:

- a. The United States will be released from its obligations under this plea agreement, including any obligation to seek a downward departure or a reduction in sentence. The defendant, however, may not withdraw the guilty

plea entered pursuant to this agreement;

- b. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense; and
- c. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements made, by the defendant, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this agreement, including the statement of facts accompanying this agreement or adopted by the defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines or any other provision of the Constitution or federal law.

Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the plea agreement by a preponderance of the evidence. The proceeding established by this paragraph does not apply, however, to the decision of the United States whether to file a motion based on

“substantial assistance” as that phrase is used in Rule 35(b) of the Federal Rules of Criminal Procedure and Section 5K1.1 of the Sentencing Guidelines and Policy Statements. The defendant agrees that the decision whether to file such a motion rests in the sole discretion of the United States.

*now
AD*

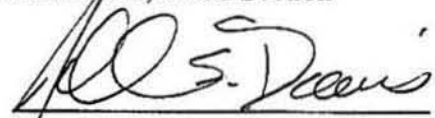
*17/6/09
72. QSH*

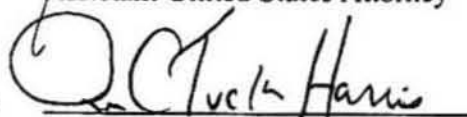
Nature of the Agreement and Modifications

This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant’s counsel. The defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this plea agreement, to cause the defendant to plead guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

Dana J. Boente
Acting United States Attorney

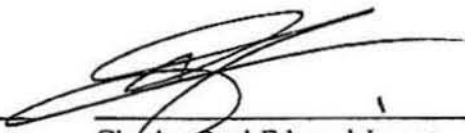
Steven Tyrrell
Chief
United States Department of Justice
Criminal Division, Fraud Section

By: 
Michael S. Dry
Assistant United States Attorney

By: 
Rina C. Tucker Harris
Trial Attorney
United States Department of Justice
Criminal Division, Fraud Section

Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending criminal information. Further, I fully understand all rights with respect to Title 18, United States Code, Section 3553 and the provisions of the Sentencing Guidelines Manual that may apply in my case. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this agreement and voluntarily agree to it.

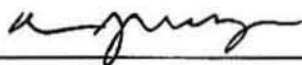
Date: 9.3.09



Charles Paul Edward Jumet
Defendant

Defense Counsel Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending criminal information. Further, I have reviewed Title 18, United States Code, Section 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date: 9.3.09



Robert Wagner
Counsel for the Defendant

U. S. DEPARTMENT OF JUSTICE
Statement of Special Assessment Account

This statement reflects your special assessment only. There may be other penalties imposed at sentencing.

| ACCOUNT INFORMATION | |
|---------------------|---------------------------|
| CRIM. ACTION NO.: | |
| DEFENDANT'S NAME: | CHARLES PAUL EDWARD JUMET |
| PAY THIS AMOUNT: | \$200.00 |

INSTRUCTIONS:

1. **MAKE CHECK OR MONEY ORDER PAYABLE TO:**
CLERK, U. S. DISTRICT COURT
2. **PAYMENT MUST REACH THE CLERK'S OFFICE BEFORE YOUR SENTENCING DATE**
3. **PAYMENT SHOULD BE SENT TO:**

| | In person (9 AM to 4 PM) | By mail: |
|----------------------------|--|---|
| Alexandria cases: | Clerk, U.S. District Court 401 Courthouse Square Alexandria, VA 22314 | |
| Richmond cases: | Clerk, U.S. District Court 701 East Broad Street, Suite 3000 Richmond, VA 23219 | |
| Newport News cases: | Clerk, U.S. District Court 101 - 25 th Street, 2 nd Floor Newport News, VA 23607 | Clerk, U.S. District Court P. O. Box 494 Newport News, VA 23607 |
| Norfolk cases: | Clerk, U.S. District Court 600 Granby Street Norfolk, VA 23510 | |

4. **INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER**
5. **ENCLOSE THIS COUPON TO INSURE PROPER and PROMPT APPLICATION OF PAYMENT**

**EXHIBIT A-2
TO
GOVERNMENT'S REQUEST FOR
JUDICIAL NOTICE**

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

NOV 13 2009

Richmond Division

| | | |
|-----------------------------------|---|---------------------|
| UNITED STATES OF AMERICA, |) | |
| |) | CRIMINAL No. |
| |) | |
| v. |) | |
| |) | |
| CHARLES PAUL EDWARD JUMET, |) | |
| |) | |
| Defendant. |) | |

STATEMENT OF FACTS

The parties stipulate that the allegations in the criminal information and the following facts are true and correct, and had the matter gone to trial, the United States would have been able to establish said facts sufficient to prove Defendant's guilty beyond a reasonable doubt:

- From at least in 1997 through in and around July 2003, in the Eastern District of Virginia, and elsewhere, the defendant, **CHARLES PAUL EDWARD JUMET** did knowingly combine, conspire, confederate, and agree, together with Co-conspirator A, and others to willfully make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, or offer, or gift, promise to give, and authorization of the giving of anything of value to any foreign official for purposes of: (i) influencing acts and decisions of such foreign official in his and its official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his or its influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and

instrumentalities, in order to assist Ports Engineering Consultants Corporation (PECC) and Overman de Panama in obtaining and retaining business for and with, and directing business to Company A and Overman de Panama, all in violation of Title 15, United States Code, Sections 78dd-2(a)(1)(i).

2. In or about December 1996, PECC created under the laws of Panama so that **JUMET** and Co-conspirator A could corruptly obtain a government contract to, inter alia, maintain the lighthouses and buoys in the waterways outside the Panama Canal.

3. In or about December 1996, **JUMET** and Co-conspirator A, established Overman de Panama, a wholly owned subsidiary of Overman Associates, under the laws of Panama. Overman de Panama was a holding company for any investment that its wholly owned subsidiary, Overman Associates, made in the Republic of Panama and Overman de Panama had a management interest in PECC.

4. As President of both PECC and Overman de Panama, Co-conspirator A was responsible for overseeing PECC's and Overman de Panama's business activities.

5. **JUMET**, a United States citizen, was the Vice President of PECC from 1997 through 2000 and then later replaced Co-conspirator A as the President of PECC in 2000. **JUMET** was also Vice President of Overman de Panama. **JUMET** was a domestic concern and was an employee and a shareholder of Overman Associates, which was a domestic concern.

6. In or about January 1997, with the assistance from Government Official A, the Administrator of Panama's National Maritime Ports Authority ("APN") and Government Official B, a Deputy Administrator of APN, **JUMET** and Co-conspirator A submitted a proposal for the privatization of APN's engineering department, whereby Overman Associates and its affiliate,

Overman de Panama would provide the engineering services to APN through PECC. Co-conspirator A promised to hire substantially all of APN's former Engineering Department employees, who were employed by APN as of December 31, 1996.

7. In or about January 1997, without seeking any bids from other companies, Government Official A, the Administrator of APN, awarded PECC a provisional contract allowing it to collect tariffs directly from ships that went into port in Panama, to maintain the lighthouses and buoys, to conduct engineering studies, and to maintain aids to navigation.

8. Shortly after PECC was awarded the provisional contract, PECC opened a bank account at Lloyds Bank in January 1997. JUMET and Co-conspirator A were signatories on this account, which was used to make corrupt "dividend" payments to PECC's concealed shareholders.

9. In or about February 1997, APN awarded PECC a 20-year concession allowing PECC to collect the lighthouse and buoy tariffs. Under the operative contract, PECC was allowed to keep 90 percent of the tariffs pursuant to the contract and gave 10 percent to APN.

10. On or about March 7, 1997, Co-conspirator A presided over a special PECC's shareholder meeting, during which he, JUMET, and other members of PECC's Board of Directors authorized the issuance of 1,000 non registered common shares, which could be registered shares or "bearer" shares.

11. In or about 1997, Co-conspirator A, JUMET, Warmspell Holding Corporation, Soderville Corporation, and three others who were simply referred to as "bearer" became shareholders of PECC. Co-conspirator A and JUMET each had a 10 percent ownership interest in PECC. Both Warmspell Holding Corporation and Soderville Corporation each held a 30

percent interest in PECC.

12. Warmspell Corporation and Soderville Corporation were made shareholders of PECC to conceal the receipt of corrupt payments by Panamanian government officials for awarding PECC a contract to maintain the lighthouses and buoys in the waterways outside the Panama Canal.

13. Warmspell Holding Corporation had ties to Government Official B, a Deputy Administrator of APN. Soderville Corporation had ties to Government Official A, the Administrator of APN.

14. In or about December 1997, PECC was awarded a 20-year concession to service the lighthouses and buoys along Panama's waterways outside the Panama Canal. This service was previously performed by the Panamanian government. PECC hired APN workers and received equipment and office space from APN to perform this task.

15. In or about December 1997, **JUMET**, Co-conspirator A, and others authorized PECC to issue dividend payments totaling \$300,000 to its shareholders, including **JUMET**, Warmspell Holding Corporation, Soderville Corporation, Co-conspirator A, and three shareholders who were referred to as "bearer."

16. Before the dividend payments were issued in 1997, **JUMET** and Co-conspirator A were aware that Warmspell Holding Corporation belonged to Government Official B and Soderville Corporation belonged to Government Official A.

17. On or about December 19, 1997, Co-conspirator A signed a dividend payment drawn from PECC's account at Lloyds Bank in the amount of \$18,000 payable to the "bearer." This dividend payment was issued to Government Official C, a high ranking

Panamanian elected official, and deposited into his account as a corrupt payment for awarding PECC the contract.

18. On or about December 22, 1997, a dividend payment of \$81,000 was issued to Warmspell Holding Corporation for the purpose of making a corrupt payment to Government Official B, a Deputy Administrator of APN, for awarding the contract to PECC.

19. On or about December 22, 1997, a dividend payment of \$81,000 was issued to Soderville Corporation, a company belonging to Government Official A, in order to make a corrupt payment to Government Official A, the Director of APN, for awarding PECC the contract.

20. On or about December 19, 1997, Jumet caused a dividend payment of \$27,000 to be transferred by wire from PECC's Lloyds Bank account to Co-conspirator A's account at First Virginia Bank of Tidewater in Virginia.

21. On or about December 19, 1997, **JUMET** received a dividend payment of \$27,000, which he had transferred from PECC's Lloyds Bank account in Panama to his bank account at Lloyds Bank in Panama.

22. In or about late 1999, Panama's Comptroller General began investigating APN's decision to award PECC a contract without soliciting other bids. As a result of this investigation, with few exceptions, the Panamanian government did not make any payments to PECC from 1999 until 2003. The government also did not allow PECC to collect the lighthouse and buoy tariffs.

23. In or about September 1999, **JUMET** and Co-conspirator A agree that PECC would pay \$109,536.50 to Overman de Panama.

24. In or about February 2000, Co-conspirator A filed a lawsuit on behalf of Overman de Panama against PECC in the Circuit Court for the City of Virginia Beach, Virginia, seeking \$84,536.50 plus expenses and interest.

25. In or about November 2000, the Court ordered PECC to pay Overman de Panama \$94,875.07 plus interest.

26. In 2002, Co-conspirator A sought to recoup the judgement against PECC through a civil lawsuit brought in Panama.

27. On or about June 24, 2003, PECC paid Overman de Panama \$50,000. Co-conspirator A, who was the President of Overman de Panama and Overman Associates, had the funds wire transferred from Overman de Panama's account to Overman Associates's account at Wachovia Bank in Virginia Beach, Virginia. Co-conspirator A had the funds distributed to Overman Associates's shareholders. Co-conspirator A received more than 66 percent of the funds approximately \$33,350.

28. In or about July 23, 2003, PECC paid Overman de Panama an additional \$50,000, which was later transferred by wire from Overman de Panama's account to Overman Associates's account at Wachovia. Co-conspirator A had the funds distributed to PECC's shareholders. Co-conspirator A received approximately \$33,350.

29. In October 2003, Government Official A and SG, a Panamanian lawyer, traveled to Miami, Florida and met with **JUMET**.

30. In November 2003, GC, a Panamanian citizen and a former employee of PECC, traveled to Washington, D.C. to meet with **JUMET**.

31. In 2004, SG, a Panamanian lawyer, had \$50,000 wired to **JUMET's** account in Richmond, Virginia.


32. In January 2005, **JUMET** knowingly and willfully made a material false statement to federal agents about the payment of a \$18,000 dividend check issued in December 1997 and endorsed by Government Official C, a high ranking elected Panamanian official. **JUMET** falsely stated that the dividend check was a donation for Government Official C's reelection campaign. **JUMET** knew that Government Official C was not seeking reelection and the check was in fact given to the official as a corrupt payment for allowing PECC to receive the contract from the Panamanian government.

Respectfully submitted,

DANA J. BOENTE
Acting United States Attorney

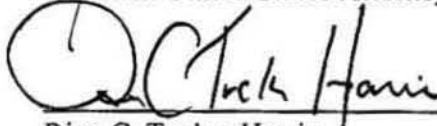
STEVEN R. TYRRELL
Chief, Fraud Section
U.S. Department of Justice, Criminal Division

By:



Michael S. Dry
Assistant United States Attorney

By:




Rina C. Tucker Harris
Trial Attorney
U.S. Department of Justice, Criminal Division

DECLARATION

By my signature appearing below, I affirm under penalty of perjury that I have read and agree with the contents of this statement of facts and the same is incorporated by reference into the plea agreement. Moreover, I admit that I participated in the underlying criminal conduct as stated. This is the _____ day of August 2009.

9.3.09
Date



CHARLES PAUL EDWARD JUMET
Defendant

I am the attorney for the defendant and I have read and agree with the statement of facts.

9.3.09
Date



Counsel for CHARLES PAUL EDWARD JUMET

**EXHIBIT B
TO
GOVERNMENT'S REQUEST FOR
JUDICIAL NOTICE**

APPENDIX B
SENTENCES OF PERSONS WHO PLED GUILTY TO FCPA VIOLATIONS SINCE 2000

| | DEFENDANT | CASE NUMBER | 5K DOWNWARD DEPARTURE BASED ON SUBSTANTIAL ASSISTANCE | AMOUNT OF BRIBES | SENTENCE (excluding monetary penalties) |
|----|---|---|--|---------------------------------|---|
| 1 | Charles Paul Edward Jumet (Vice President; President) | <u>United States v. Jumet</u> , 09-CR-397 (E.D. Va. 2008) | NO | ~ 200K | 87 months' imprisonment |
| 2 | Misao Hioki (General Manager) | <u>United States v. Hioki</u> , 08-CR-795 (S.D. Tex. 2008) | YES | ~ 1M | 24 months' imprisonment |
| 3 | Shu Quan-Sheng (President, Secretary, and Treasurer) | <u>United States v. Quan-Sheng</u> , 08-CR-194 (E.D. Va. 2008) | NO | ~ 189K | 51 months' imprisonment |
| 4 | Martin Eric Self (CEO) | <u>United States v. Self</u> , 08-CR-110 (C.D. Cal. 2008) | NO | ~ 70K | 2 years' probation |
| 5 | Jason Edward Steph (General Manager) | <u>United States v. Steph</u> , 07-CR-307 (S.D. Tex. 2007) | YES | ~ 6M | 15 months' imprisonment |
| 6 | Jim Bob Brown (Managing Director) | <u>United States v. Brown</u> , 06-CR-316 (S.D. Tex. 2006) | YES | ~ 6M | 1 year and 1 day's imprisonment |
| 7 | Steven J. Ott (Executive Vice President) | <u>United States v. Ott</u> , 07-CR-608 (D. N.J. 2007) | YES | ~ 267K | 6 months' home confinement; 5 years' probation |
| 8 | Yaw Osei Amoako ¹ (Regional Director) | <u>United States v. Amoako</u> , 06-CR-702 (D. N.J. 2006) | YES | ~ 267K | 18 months' imprisonment |
| 9 | Roger Michael Young (Managing Director) | <u>United States v. Young</u> , 07-CR-609 (D. N.J. 2007) | YES | ~ 267K | 3 months' home confinement; 5 years' probation |
| 10 | Christian Sapsizian (Vice President) | <u>United States v. Sapsizian, et al.</u> , 06-CR-20797 (S.D. Fla. 2006) | YES | ~ 2.4M | 30 months' imprisonment |
| 11 | Steven Lynwood Head ² (Program Manager) | <u>United States v. Head</u> , 06-CR-1380 (S.D. Cal. 2006) | YES | ~ 2M | 6 months' imprisonment |

¹ Judgment states "defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of 18 months, including 6 months to be served in a halfway house." [Docket Entry 35]

² Pled to falsification of books and records portion of the FCPA; not anti-bribery.

APPENDIX B
SENTENCES OF PERSONS WHO PLED GUILTY TO FCPA VIOLATIONS SINCE 2000

| | DEFENDANT | CASE NUMBER | 5K DOWNWARD DEPARTURE BASED ON SUBSTANTIAL ASSISTANCE | AMOUNT OF BRIBES | SENTENCE (excluding monetary penalties) |
|----|---|--|--|---------------------------------|---|
| 12 | Richard John Novak (Employee) | <u>United States v. Randock, et al.</u> 05-CR-180 (E.D. Wash. 2005) | YES | ~ 30K-70K | 3 years' probation |
| 13 | Faheem Mousa Salam (Translator/Contractor) | <u>United States v. Salam.</u> 06-CR-157 (D.D.C. 2006) | YES | ~ 60K | 36 months' imprisonment |
| 14 | Richard G. Pitchford ³ (Vice President; Country Manager) | <u>United States v. Pitchford.</u> 02-CR-365 (D.D.C. 2002) | YES | ~ 400K | 1 year and 1 day's imprisonment |
| 15 | Gautam Sengupta ³ (Task Manager) | <u>United States v. Sengupta.</u> 02-CR-040 (D.D.C. 2002) | YES | ~ 127K | 2 months' imprisonment; 4 months' home confinement |
| 16 | Ramendra Basu ³ (Trust Funds Manager) | <u>United States v. Basu.</u> 02-CR-475 (D.D.C. 2002) | NO | ~ 127K | 15 months' imprisonment |
| 17 | Richard K. Halford ³ (CFO) | <u>United States v. Halford.</u> 01-CR-221 (W.D. Mo. 2001) | YES | ~ 1.5M | 5 years' probation |
| 18 | Albert Reitz ³ (Vice President and Secretary) | <u>United States v. Reitz.</u> 01-CR-222 (W.D. Mo. 2001) | YES | ~ 1.5M | 6 months' home confinement; 5 years' probation |
| 19 | Daniel Ray Rothrock ³ (Vice President) | <u>United States v. Rothrock.</u> 01-CR-343 (W.D. Tex. 2001) | -- ⁴ | ~ 300K | 1 year's probation |
| 20 | Albert Jackson "Jack" Stanley ⁵ (Officer/Director) | <u>United States v. Stanley.</u> 08-CR-597 (S.D. Tex. 2008) | -- | ~ 10.8M | 84 months' imprisonment; Rule 11(c)(1)(C) |

³ United States Sentencing Guidelines Section 2B4.1, with a base offense level of 8, was the applicable U.S.S.G. Section at this time. After November 2002, Section 2C1.1, with a base offense level of 12, became the applicable U.S.S.G. Section in accordance with international treaty obligations.

⁴ No indication on docket.

⁵ Not yet sentenced; however, included in this chart since plea was pursuant to Rule 11(c)(1)(C) with an agreed upon sentence of 84 months. Plea agreement provides for the possibility of a sentence reduction below 84 months.