

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

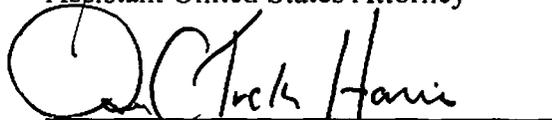
STEVEN R. TYRRELL
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By:



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