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15 United States of America

16 UNITED STATES DISTRICT COURT
17 FOR THE CENTRAL DISTRICT OF CALIFORNIA
18 SOUTHERN DIVISION

19 UNITED STATES OF AMERICA,) SA CR No. 09-00077-JVS
20 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
21 v.) STUART CARSON
22 STUART CARSON,)
23 Defendant.)
24)
25)

26 1. This constitutes the plea agreement between STUART
27 CARSON ("defendant") and the United States Attorney's Office for
28 the Central District of California ("the USAO") and the United

FILED

April 16, 2012

CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION AT SANTA ANA
BY Karla Junis
Deputy Clerk, U.S. District Court

1 States Department of Justice, Criminal Division, Fraud Section
2 ("the Fraud Section") (the USAO and the Fraud Section are,
3 together, referred to as "the Department of Justice") in the
4 above-captioned case. This agreement is limited to the
5 Department of Justice and cannot bind any other federal, state,
6 local, or foreign prosecuting, enforcement, administrative, or
7 regulatory authorities.

8 2. Defendant understands and agrees that this agreement is
9 part of a "package deal" in which the disposition of the case
10 against defendant is tied to and conditioned on the disposition
11 of a case against one other defendant, namely, Hong "Rose"
12 Carson. Accordingly, defendant and the Department of Justice
13 agree that this agreement and the obligations it creates will not
14 become binding on the Department of Justice and defendant unless
15 and until: (a) defendant executes this agreement and enters a
16 guilty plea in accordance with this agreement; and (b) Hong
17 "Rose" Carson executes her plea agreement with the Department of
18 Justice and enters a guilty plea in accordance with that
19 agreement. Defendant acknowledges that defendant has discussed
20 with defendant's attorney, and carefully considered, the possible
21 advantages and disadvantages to defendant of entering into this
22 agreement as part of the package deal; defendant is entering into
23 this agreement as part of the package deal freely and voluntarily
24 because defendant believes this agreement and the package deal to
25 be in defendant's best interests; and defendant is not entering
26 into this agreement as part of the package deal because of
27 threats, coercion, or other undue influence by the Department of
28 Justice or by the other defendant who is part of the package

1 deal, her counsel, or anyone acting on his behalf.

2 RULE 11(c)(1)(C) AGREEMENT

3 3. Defendant understands that this agreement is entered
4 into pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).
5 Accordingly, defendant understands that, if the Court determines
6 that it will not accept this agreement, absent a breach of this
7 agreement by defendant prior to that determination and whether or
8 not defendant elects to withdraw any guilty plea entered pursuant
9 to this agreement, this agreement will, with the exception of
10 paragraph 23 below, be rendered null and void and both defendant
11 and the Department of Justice will be relieved of their
12 obligations under this agreement. Defendant agrees, however,
13 that if defendant breaches this agreement prior to the Court's
14 determination whether or not to accept this agreement, the breach
15 provisions of this agreement, paragraph 25 below, will control,
16 with the result that defendant will not be able to withdraw any
17 guilty plea entered pursuant to this agreement, the Department of
18 Justice will be relieved of all of its obligations under this
19 agreement, and the Court's failure to follow any recommendation
20 or request regarding sentence set forth in this agreement will
21 not provide a basis for defendant to withdraw defendant's guilty
22 plea.

23 DEFENDANT'S OBLIGATIONS

24 4. Defendant agrees to:
25 a) Give up the right to indictment by a grand jury
26 and, at the earliest opportunity requested by the Department of
27 Justice and provided by the Court, appear and plead guilty to a
28 one-count information in the form attached to this agreement as

1 Exhibit A or a substantially similar form, which charges
2 defendant with a violation of the Foreign Corrupt Practices Act
3 ("FCPA"), 15 U.S.C. § 78dd-2(a), (g)(2)(A).

4 b) Not contest facts agreed to in this agreement.

5 c) Abide by all agreements regarding sentencing
6 contained in this agreement.

7 d) Appear for all court appearances, surrender as
8 ordered for service of sentence, obey all conditions of any bond,
9 and obey any other ongoing court order in this matter.

10 e) Not commit any crime; however, offenses that would
11 be excluded for sentencing purposes under United States
12 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
13 § 4A1.2(c) are not within the scope of this agreement.

14 f) Be truthful at all times with Pretrial Services,
15 the United States Probation Office, and the Court.

16 g) Pay the applicable special assessment at or before
17 the time of sentencing unless defendant lacks the ability to pay
18 and prior to sentencing submits a completed financial statement
19 to the Department of Justice on a form to be provided by the
20 Department of Justice.

21 5. Defendant further agrees to cooperate fully with the
22 Department of Justice, the Federal Bureau of Investigation
23 ("FBI"), and, as directed by the Department of Justice, any other
24 federal, state, local, or foreign prosecuting, enforcement,
25 administrative, or regulatory authority. This cooperation
26 requires defendant to:

27 a) Respond truthfully and completely to all questions
28 that may be put to defendant.

1 b) Attend all meetings as well as trial or other
2 proceedings at which defendant's presence is requested by the
3 Department of Justice or compelled by subpoena or court order.

4 c) Produce voluntarily all documents, records, or
5 other tangible evidence relating to matters about which the
6 Department of Justice, or its designee, inquires.

7 6. For purposes of this agreement: (1) "Cooperation
8 Information" shall mean any statements made, or documents,
9 records, tangible evidence, or other information provided, by
10 defendant pursuant to defendant's cooperation under this
11 agreement; and (2) "Plea Information" shall mean any statements
12 made by defendant, under oath, at the guilty plea hearing and the
13 agreed to factual basis statement in this agreement.

14 THE DEPARTMENT OF JUSTICE'S OBLIGATIONS

15 7. The Department of Justice agrees to:

16 a) Not contest facts agreed to in this agreement.

17 b) Abide by all agreements regarding sentencing
18 contained in this agreement and affirmatively recommend to the
19 Court that it impose sentence in accordance with paragraph 18 of
20 this agreement.

21 c) At the time of sentencing, move to dismiss the
22 underlying indictment as against defendant.

23 d) At the time of sentencing, provided that defendant
24 demonstrates an acceptance of responsibility for the offense up
25 to and including the time of sentencing, recommend a two-level
26 reduction in the applicable Sentencing Guidelines offense level,
27 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,
28 move for an additional one-level reduction if available under

1 that section.

2 e) Recommend that defendant be sentenced to a term of
3 imprisonment no higher than 10 months, provided that the offense
4 level used by the Court to determine that range is 10 or higher
5 prior to any departure downward in offense level pursuant to
6 U.S.S.G. § 5K1.1 and provided that the Court does not depart
7 downward in criminal history category or offense level except to
8 the extent requested by the Department of Justice pursuant to
9 U.S.S.G. § 5K1.1.

10 f) Not further criminally prosecute defendant for
11 violations of the Foreign Corrupt Practices Act ("FCPA"), 15
12 U.S.C. § 78dd-2(a), (g)(2)(A), arising out of any conduct of
13 which the government is presently aware. Defendant understands
14 that the Department of Justice is free to criminally prosecute
15 defendant for any other unlawful past conduct or any unlawful
16 conduct that occurs after the date of this agreement.

17 8. The Department of Justice further agrees:

18 a) Not to offer as evidence in its case-in-chief in
19 the above-captioned case or any other criminal prosecution that
20 may be brought against defendant by the Department of Justice, or
21 in connection with any sentencing proceeding in any criminal case
22 that may be brought against defendant by the Department of
23 Justice, any Cooperation Information.

24 b) Not to use Cooperation Information against
25 defendant at sentencing for the purpose of determining the
26 applicable guidelines range, including the appropriateness of an
27 upward departure, or the sentence to be imposed, and to recommend
28 to the Court that Cooperation Information not be used in

1 determining the applicable guidelines range or the sentence to be
2 imposed. Defendant understands, however, that Cooperation
3 Information will be disclosed to the probation office and the
4 Court, and that the Court may use Cooperation Information for the
5 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the
6 sentence to be imposed.

7 c) In connection with defendant's sentencing, to
8 bring to the Court's attention the nature and extent of
9 defendant's cooperation.

10 d) If the Department of Justice determines, in its
11 exclusive judgment, that defendant has both complied with
12 defendant's obligations under paragraphs 4 and 5 above and
13 provided substantial assistance to law enforcement in the
14 prosecution or investigation of another ("substantial
15 assistance"), to move the Court pursuant to U.S.S.G. § 5K1.1 to
16 fix an offense level and corresponding guideline range below that
17 otherwise dictated by the sentencing guidelines, and to recommend
18 a sentence within this reduced range.

19 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

20 9. Defendant understands the following:

21 a) Any knowingly false or misleading statement by
22 defendant will subject defendant to prosecution for false
23 statement, obstruction of justice, and perjury and will
24 constitute a breach by defendant of this agreement.

25 b) Nothing in this agreement requires the Department
26 of Justice or any other prosecuting, enforcement, administrative,
27 or regulatory authority to accept any cooperation or assistance
28 that defendant may offer, or to use it in any particular way.

1 c) Defendant cannot withdraw defendant's guilty plea
2 if the Department of Justice does not make a motion pursuant to
3 U.S.S.G. § 5K1.1 for a reduced guidelines range or if the
4 Department of Justice makes such a motion and the Court does not
5 grant it or if the Court grants such a Department of Justice
6 motion but elects to sentence above the reduced range.

7 d) At this time the Department of Justice makes no
8 agreement or representation as to whether any cooperation that
9 defendant has provided or intends to provide constitutes or will
10 constitute substantial assistance. The decision whether
11 defendant has provided substantial assistance will rest solely
12 within the exclusive judgment of the Department of Justice.

13 e) The Department of Justice's determination whether
14 defendant has provided substantial assistance will not depend in
15 any way on whether the government prevails at any trial or court
16 hearing in which defendant testifies or in which the government
17 otherwise presents information resulting from defendant's
18 cooperation.

19 NATURE OF THE OFFENSE

20 10. Defendant understands that for defendant to be guilty
21 of the crime charged in count one of the information, that is, a
22 violation of the Foreign Corrupt Practices Act, in violation of
23 Title 15, United States Code, Section 78dd-2(a), (g)(2)(A), the
24 following must be true:

25 (1) defendant is a domestic concern, or an officer,
26 director, employee, or agent of a domestic concern;

27 (2) defendant acted corruptly and willfully;

28 (3) defendant made use or caused the use of the mails,

1 wires, or any means or instrumentality of interstate commerce in
2 furtherance of conduct that violates the FCPA;

3 (4) defendant offered, paid, promised to pay, or authorized
4 the payment of money, or offered, gave, promised to give, or
5 authorized the giving of anything of value to a foreign official;

6 (5) the payment or gift at issue in element (4) was to (a) a
7 person the defendant knew or believed to be a foreign official or
8 (b) any person and the defendant knew that all or a portion of
9 such money or thing of value would be offered, given, or promised
10 (directly or indirectly) to a person the defendant knew or
11 believed to be a foreign official, although a belief that an
12 individual was a foreign official does not satisfy this element
13 if the individual was not in fact a foreign official;

14 (6) the payment or gift at issue was intended for at least
15 one of four purposes: (a) to influence any act or decision of a
16 foreign official in his or her official capacity; (b) to induce a
17 foreign official to do or omit to do any act in violation of that
18 official's lawful duty; (c) secure any improper advantage; or (d)
19 to induce a foreign official to use his or her influence with a
20 foreign government or department, agency, or instrumentality
21 thereof to affect or influence any act or decision of such
22 government, department, agency, or instrumentality; and

23 (7) the payment or gift was intended to assist the defendant
24 in obtaining or retaining business for or with, or directing
25 business to, any person.

26 For the purposes of the FCPA, a person's state of mind is
27 "knowing" with respect to conduct, a circumstance, or a result if
28 (1) the person is aware that the person is engaging in the

1 conduct, that the circumstance exists, or that the result is
2 substantially certain to occur, or (2) the person has a firm
3 belief that such circumstance exists or that such result is
4 substantially certain to occur. Knowledge is established if a
5 person is aware of a high probability of the existence of a
6 circumstance.

7 PENALTIES

8 11. Defendant understands that the statutory maximum
9 sentence that the Court can impose for a violation of Title 15,
10 United States Code, Section 78dd-2(a), (g)(2)(A), is: five years
11 imprisonment; a three-year period of supervised release; a fine
12 of \$100,000 or twice the gross gain or gross loss resulting from
13 the offense, whichever is greater; and a mandatory special
14 assessment of \$100.

15 12. Defendant understands that supervised release is a
16 period of time following imprisonment during which defendant will
17 be subject to various restrictions and requirements. Defendant
18 understands that if defendant violates one or more of the
19 conditions of any supervised release imposed, defendant may be
20 returned to prison for all or part of the term of supervised
21 release authorized by statute for the offense that resulted in
22 the term of supervised release, which could result in defendant
23 serving a total term of imprisonment greater than the statutory
24 maximum stated above.

25 13. Defendant understands that, by pleading guilty,
26 defendant may be giving up valuable government benefits and
27 valuable civic rights, such as the right to vote, the right to
28 possess a firearm, the right to hold office, and the right to

1 serve on a jury. Defendant understands that once the court
2 accepts defendant's guilty plea, it will be a federal felony for
3 defendant to possess a firearm or ammunition. Defendant
4 understands that the conviction in this case may also subject
5 defendant to various other collateral consequences, including but
6 not limited to revocation of probation, parole, or supervised
7 release in another case and suspension or revocation of a
8 professional license. Defendant understands that unanticipated
9 collateral consequences will not serve as grounds to withdraw
10 defendant's guilty plea.

11 14. Defendant understands that, if defendant is not a
12 United States citizen, the felony conviction in this case may
13 subject defendant to: removal, also known as deportation, which
14 may, under some circumstances, be mandatory; denial of
15 citizenship; and denial of admission to the United States in the
16 future. The court cannot, and defendant's attorney also may not
17 be able to, advise defendant fully regarding the immigration
18 consequences of the felony conviction in this case. Defendant
19 understands that unexpected immigration consequences will not
20 serve as grounds to withdraw defendant's guilty plea.

21 FACTUAL BASIS

22 15. Defendant admits that defendant is, in fact, guilty of
23 the offense to which defendant is agreeing to plead guilty.
24 Defendant and the Department of Justice agree to the statement of
25 facts provided below and agree that this statement of facts is
26 sufficient to support a plea of guilty to the charge described in
27 this agreement and to establish the Sentencing Guidelines factors
28 set forth in paragraph 17 below but is not meant to be a complete

1 recitation of all facts relevant to the underlying criminal
2 conduct or all facts known to either party that relate to that
3 conduct.

4 Defendant S. CARSON was the President of Control Components,
5 Inc. ("CCI") from in or around 1989 through in or around 2005.
6 Defendant S. CARSON was a citizen of the United States and thus
7 was a "domestic concern" as that term is defined in the Foreign
8 Corrupt Practices Act ("FCPA"), Title 15, United States Code,
9 Section 78dd-2(h)(1)(A).

10 CCI was a Delaware corporation headquartered in Rancho Santa
11 Margarita ("RSM"), California, that designed and manufactured
12 control valves for use in the nuclear, oil and gas, and power
13 generation industries worldwide. CCI sold its products to both
14 state-owned and private companies in over thirty countries around
15 the world. Because CCI was organized under the laws of a State
16 of the United States and had its principal place of business in
17 the United States, it was a "domestic concern" as that term is
18 defined in the FCPA, Title 15, United States Code, Section
19 78dd-2(h)(1)(B).

20 In conducting its business, CCI utilized a sales model known
21 as "friend-in-camp" or "FIC," in which CCI employees and agents
22 cultivated relationships with employees of its customers. FICs,
23 who sometimes were referred to as "consultants," sometimes
24 included officers and employees of CCI's state-owned customers
25 who had the ability to influence the technical specifications of
26 an order or otherwise to direct business to CCI. S. CARSON
27 advocated the FIC sales model and trained CCI employees to take
28 good care of FICs. He also stated during a training session that

1 "typically our consultants are friends in camp," and "[w]e have
2 consultants that are on retainer with us."

3 One of CCI's projects in 2000 was the modernization of the
4 Turow Power Plant in Poland ("Turow"). At the time Turow was
5 owned and operated by Polskie Sieci Elektroenergetyczne ("PSE"),
6 a Polish state-owned entity. At the time of the transaction
7 described below, defendant S. CARSON knew that power plants in
8 Eastern Europe were usually owned by the state; thus, defendant
9 S. CARSON was on notice and accordingly had reason to believe
10 that Turow was likely a state-owned plant. Defendant S. CARSON
11 understands that at any trial, the government would prove
12 sufficient facts to demonstrate that Turow was a government
13 instrumentality within the meaning of the FCPA, Title 15, United
14 States Code, Section 78dd-2(h)(2)(A), and its employees "foreign
15 officials" within the meaning of the FCPA.

16 In or around 2000, CCI was negotiating to provide components
17 to a third-party company supplying new boilers for the
18 rehabilitation of Turow plants 4, 5 & 6. On or about March 7,
19 2000, a CCI employee wrote an e-mail to defendant S. CARSON and
20 others discussing the bid price to the third-party company,
21 stating: "There is a total 7% commission + consultancy payable at
22 this price." On or about March 8, 2000, defendant S. CARSON
23 responded with the following email: "How much is the consultant
24 agreement? Who will negotiate with the [third party company]? I
25 do not approve without knowing the answer to these questions."
26 On or about March 8, 2000, a different CCI employee wrote back to
27 defendant S. CARSON and others stating, in part: "The following
28 has been agreed upon and communicated to the different parties

1 involved: . . . 2% consulting fee to the Polish end customer."

2 On or about March 8, 2000, defendant S. CARSON responded by e-
3 mail stating, among other things: "I approve."

4 Although defendant S. CARSON did not actually know that all
5 or a portion of this requested commission was to be offered,
6 given, or promised to an employee at Turow or PSE for the purpose
7 of securing the business, he was aware of a high probability of
8 this circumstance and failed to make additional inquiries
9 concerning the nature of the commission and the suspected
10 recipient in order to determine whether the proposed commission
11 payment might be made to an employee at Turow or PSE for the
12 purpose of securing the business. This awareness arose, at least
13 in part, from defendant S. CARSON's knowledge that, as described
14 above, CCI's sales model included the cultivation of FICs who
15 sometimes included employees of CCI's customers.

16 Although defendant S. CARSON did not know about the
17 prohibitions of the FCPA, defendant S. CARSON was aware that the
18 law would forbid making an undisclosed payment to an employee of
19 a customer for the purpose of securing the customer's business.

20 SENTENCING FACTORS AND AGREED-UPON SENTENCE

21 16. Defendant understands that in determining defendant's
22 sentence the Court is required to calculate the applicable
23 Sentencing Guidelines range and to consider that range, possible
24 departures under the Sentencing Guidelines, and the other
25 sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant
26 understands that the Sentencing Guidelines are advisory only.

27 17. Applying the November 1, 2000 Sentencing Guidelines
28 Manual, defendant and the Department of Justice agree to the

1 following applicable sentencing guidelines factors:

2 Base Offense Level : 8 U.S.S.G. § 2B4.1(a)

3 Specific Offense
4 Characteristics-

5 Value of the Bribe/
Improper Benefit : +4 U.S.S.G. § 2B4.1(b)(1)

6 Adjustments-

7 Acceptance of
8 Responsibility : -2 U.S.S.G. § 3E1.1(a)

9
10 Total Offense Level : 10

11 Criminal History
12 Category : I

13
14 Guideline Range : 6 - 12 months imprisonment
\$2,000 - \$ 20,000 fine

15 The parties agree not to argue that any other specific offense
16 characteristics, adjustments, or departures, other than a
17 downward departure pursuant to U.S.S.G. § 5K1.1, be imposed.

18 18. Defendant and the Department of Justice agree that,
19 taking into account the factors listed in 18 U.S.C. § 3553(a)(1)-
20 (7) and the relevant sentencing guideline factors set forth
21 above, an appropriate disposition of this case is that the court
22 impose a sentence of: a term of imprisonment of no more than 10
23 months; three years supervised release with conditions to be
24 fixed by the Court; a fine of no more than \$20,000; no amount of
25 restitution; and a \$100 special assessment. The parties agree
26 that any fine ordered shall be paid within 30 days of defendant's
27 sentencing hearing.

28

WAIVER OF CONSTITUTIONAL RIGHTS

19. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a) The right to persist in a plea of not guilty.
- b) The right to a speedy and public trial by jury.
- c) The right to be represented by counsel - and if necessary have the court appoint counsel - at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel - and if necessary have the court appoint counsel - at every other stage of the proceeding.
- d) The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.
- e) The right to confront and cross-examine witnesses against defendant.
- f) The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.
- g) The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.
- h) Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

20. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving

1 up any right to appeal defendant's conviction on the offense to
2 which defendant is pleading guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 21. Defendant agrees that, provided the Court imposes the
5 sentence specified in paragraph 18 above, defendant gives up the
6 right to appeal any portion of that sentence.

7 22. The Department of Justice agrees that, provided the
8 Court imposes the sentence specified in paragraph 18 above, the
9 Department of Justice gives up its right to appeal any portion of
10 that sentence.

11 RESULT OF WITHDRAWAL OF GUILTY PLEA

12 23. Defendant agrees that if, after entering a guilty plea
13 pursuant to this agreement, defendant seeks to withdraw and
14 succeeds in withdrawing defendant's guilty plea on any basis
15 other than a claim and finding that entry into this plea
16 agreement was involuntary, then (a) the Department of Justice
17 will be relieved of all of its obligations under this agreement;
18 and (b) should the Department of Justice choose to pursue any
19 charge that was either dismissed or not filed as a result of this
20 agreement, then (i) any applicable statute of limitations will be
21 tolled between the date of defendant's signing of this agreement
22 and the filing commencing any such action; and (ii) defendant
23 waives and gives up all defenses based on the statute of
24 limitations, any claim of pre-indictment delay, or any speedy
25 trial claim with respect to any such action, except to the extent
26 that such defenses existed as of the date of defendant's signing
27 this agreement.

28

EFFECTIVE DATE OF AGREEMENT

24. This agreement is effective upon signature and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney.

BREACH OF AGREEMENT

25. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the Department of Justice may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the Department of Justice to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the Department of Justice in writing. If the Department of Justice declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the Department of Justice will be relieved of all its obligations under this agreement.

COURT AND PROBATION OFFICE NOT PARTIES

26. Defendant understands that the Court and the United States Probation Office are not parties to this agreement and need not accept any of the Department of Justice's sentencing recommendations or the parties' agreements to facts or sentencing factors. Defendant understands that the Court will determine the

1 facts, sentencing factors, and other considerations relevant to
2 sentencing and will decide for itself whether to accept and agree
3 to be bound by this agreement.

4 27. Defendant understands that both defendant and the
5 Department of Justice are free to: (a) supplement the facts by
6 supplying relevant information to the United States Probation
7 Office and the Court, (b) correct any and all factual
8 misstatements relating to the Court's Sentencing Guidelines
9 calculations and determination of sentence, and (c) argue on
10 appeal and collateral review that the Court's Sentencing
11 Guidelines calculations and the sentence it chooses to impose are
12 not error, although each party agrees to maintain its view that
13 the calculations and sentence referenced in paragraphs 17 and 18
14 are consistent with the facts of this case. While this paragraph
15 permits both the Department of Justice and defendant to submit
16 full and complete factual information to the United States
17 Probation Office and the Court, even if that factual information
18 may be viewed as inconsistent with the facts agreed to in this
19 agreement, this paragraph does not affect defendant's and the
20 Department of Justice's obligations not to contest the facts
21 agreed to in this agreement.

22 ///

23 ///

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NO ADDITIONAL AGREEMENTS

28. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the Department of Justice and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

ANDRÉ BIROTTE JR.
United States Attorney

DOUGLAS F. MCCORMICK
Assistant United States Attorney

FRAUD SECTION, CRIMINAL DIVISION
U.S. DEPARTMENT OF JUSTICE

CHARLES G. LA BELLA
Deputy Chief

ANDREW GENTIN
Trial Attorney

STUART CARSON
Defendant

NICOLA T. HANNA

Attorney for Defendant
STUART CARSON

Date

Date

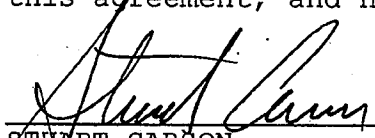
Date

Date

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


STUART CARSON
Defendant

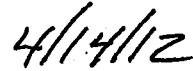

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Stuart Carson's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



NICOLA T. HANNA



Date

Attorney for Defendant
STUART CARSON

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8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
10 SOUTHERN DIVISION

11 UNITED STATES OF AMERICA,) SA CR No. 09-00077(C)-JVS
12 Plaintiff,)
13 v.) S U P E R S E D I N G
14 STUART CARSON,) I N F O R M A T I O N
15 Defendant.) [15 U.S.C. § 78dd-2: Foreign
16) Corrupt Practices Act]
17)
18)

19 The United States Attorney charges:

20 INTRODUCTION

21 At all times relevant to this Superseding Information:

22 1. The Foreign Corrupt Practices Act of 1977 ("FCPA"), as
23 amended, Title 15, United States Code, Sections 78dd-1, et seq.,
24 was enacted by Congress for the purpose of making it unlawful,
25 among other things, for certain United States persons and
26 business entities to act corruptly in furtherance of an offer,
27 promise, authorization, or payment of money or anything of value
28 to a foreign government official (or to any person, while knowing

1 that the money or thing of value will be offered, given or
2 promised to a foreign official), for the purpose of securing any
3 improper advantage, or of assisting in obtaining or retaining
4 business for and with, or directing business to, any person.

5 2. Control Components, Inc. ("CCI") was a Delaware
6 corporation headquartered in Rancho Santa Margarita, California,
7 that designed and manufactured service control valves for use in
8 the nuclear, oil and gas, and power generation industries
9 worldwide. CCI sold its products to both state-owned enterprises
10 and private companies in approximately thirty countries around
11 the world. Because CCI was organized under the laws of a State
12 of the United States and had its principal place of business in
13 the United States, it was a "domestic concern" as that term is
14 defined in the FCPA, Title 15, United States Code, Section 78dd-
15 2(h)(1).

16 3. Defendant STUART CARSON ("S. CARSON") was the President
17 of Control Components, Inc. ("CCI") from in or around 1989
18 through in or around 2005. Defendant S. CARSON was a citizen of
19 the United States and an employee and agent of CCI and thus a
20 "domestic concern" as that term is defined and used in the FCPA,
21 Title 15, United States Code, Section 78dd-2(h)(1).

22 4. CCI's customers included Turow Power Plant ("Turow") in
23 Poland. Turow was a department, agency, and instrumentality of a
24 foreign government, within the meaning of the FCPA, Title 15,
25 United States Code, Section 78dd-2(h)(2)(A). The officers and
26 employees of Turow were "foreign officials" within the meaning of
27 the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).
28

COUNT ONE

[15 U.S.C. § 78dd-2]

5. Paragraphs 1 through 4 are realleged and incorporated by reference as through set forth herein.

6. On or about March 8, 2000, in the Central District of California and elsewhere, defendant S. CARSON, did 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, offer, gift, promise to give, and authorization of the giving of anything of value to a foreign official, and to a person, while knowing that all or a portion of such money and thing of value would be offered, given, and promised to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his or her 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 influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and instrumentality, in order to assist defendant S. CARSON and others in obtaining and retaining business for and with, and directing business to, CCI and others, to wit, defendant S. CARSON corruptly caused an e-mail to be sent authorizing the payment of approximately \$16,000 to officials of Turow for the purpose of securing Turow's business.

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1 In violation of Title 15, United States Code, Section 78dd-

2 2.

3 ANDRÉ BIROTTE JR.
4 United States Attorney

5 ROBERT E. DUGDALE
6 Assistant United States Attorney
7 Chief, Criminal Division

8 DENNISE D. WILLETT
9 Assistant United States Attorney
10 Chief, Santa Ana Branch Office

11 DOUGLAS F. MCCORMICK
12 Assistant United States Attorney
13 Deputy Chief, Santa Ana Branch Office

14 KATHLEEN MCGOVERN
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16 Criminal Division
17 United States Department of Justice

18 CHARLES G. LA BELLA
19 Deputy Chief, Fraud Section
20 Criminal Division
21 United States Department of Justice

22 ANDREW GENTIN
23 Trial Attorney, Fraud Section
24 Criminal Division
25 United States Department of Justice
26
27
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CERTIFICATE OF SERVICE BY MAIL

I, REBECCA SATO, declare: That I am a citizen of the United States and resident or employed in Orange County, California; that my business address is United States Attorney's Office, 411 West Fourth Street, Suite 8000, Santa Ana, California 92701; that I am over the age of eighteen years, and am not a party to the above-entitled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose discretion the service by mail described in this Certificate was made; that on April 16, 2012, I deposited in the United States Mails, United States Attorney's Office, 411 West Fourth Street, Suite 8000, Santa Ana, California 92701 in the above-entitled action, in an envelope bearing the requisite postage, a copy of:


PLEA AGREEMENT FOR DEFENDANT STUART CARSON [UNDER SEAL]

addressed to:

SEE ATTACHMENT

at their last known address, at which place there is a delivery service by CERTIFIED United States Mail.

This Certificate is executed on April 16, 2012, Santa Ana, California. I declare under penalty or perjury that the foregoing is true and correct.


REBECCA SATO

Service List

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