

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS 2009  
SAN ANTONIO DIVISION

FILED  
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CLERK - US DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SA09CR549FB

UNITED STATES OF AMERICA

v.

NYREE PETTAWAY,

Defendant.

Violation: 18 U.S.C. § 371  
(Conspiracy)

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1)(A) and (B) of the Federal Rules of Criminal Procedure, the United States of America and the Defendant, NYREE PETTAWAY, agree as follows:

**Plea and Maximum Sentence**

1. The Defendant is entering into this agreement and is pleading guilty freely and voluntarily without promise or benefit of any kind, other than contained herein, and without threats, force, intimidation, or coercion of any kind. The Defendant agrees that had this case gone to trial, the Government would have proven beyond a reasonable doubt the facts contained herein and in the Information, which is incorporated herein by reference.

2. The Defendant agrees to plead guilty to a one-count Information, charging her with conspiracy to obstruct justice in violation of 18 U.S.C. § 371. The Defendant admits that she is guilty of this crime, that she is pleading guilty because she is guilty, and that she understands that she will be adjudicated guilty of this offense.

3. The Defendant understands the nature of the offense to which she is pleading guilty and the elements thereof, including the penalties provided by law. The maximum penalties for a violation of 18 U.S.C. § 371 are five years imprisonment and a fine in an amount equal to the greatest of: (1) \$250,000; (2) twice the gross pecuniary gain derived from the crime; or (3)

twice the gross pecuniary loss caused to the victims of the crime. The Defendant also understands that the Court may impose a term of supervised release to follow any incarceration in accordance with 18 U.S.C. § 3583, and that, in this case, the authorized term of supervised release is not more than three years. The Defendant understands that the Court will also order the Defendant to pay restitution to victims and to pay the costs of incarceration and supervision, and that she will be required to pay a mandatory special assessment of \$100.

4. If the Court accepts the Defendant's plea of guilty, and the Defendant fulfills each of the terms and conditions of this plea agreement, the United States agrees that it will not further prosecute the Defendant for crimes arising from the facts set forth herein or in the Information. This paragraph does not apply to any "crimes of violence," as defined by 18 U.S.C. § 16. The Defendant also understands that this plea agreement affects only criminal charges and shall not be construed, in whole or in any part, as a waiver, settlement, or compromise of any civil or administrative remedies available to any agency or department of the United States or any state or local government.

5. The Defendant agrees that if the Court does not accept her plea of guilty, this agreement shall be null and void.

#### **Advice of Rights**

6. The Defendant, having been advised of her constitutional rights, including her right to a trial by jury, her right to confront and cross-examine witnesses against her, her right to testify if she so chooses and to call witnesses on her behalf, her right to be represented by an attorney at every stage of the proceedings against her, her privilege against self-incrimination, her right to appeal her conviction, if she is found guilty, and her right to appeal the imposition of

sentence against her, knowingly and voluntarily waives these rights and privileges and agrees to enter the plea of guilty as set forth in this plea agreement.

**Factual Basis**

7. The Defendant agrees that had this case gone to trial, the Government would have presented evidence beyond a reasonable doubt that:

a. For purposes of this plea agreement, the relevant period is that period from in or about December 2006 until in or about November 2007. From on or about June 30, 2004, until in or about December 2005, the Defendant's uncle, John Cockerham, a Major in the U.S. Army, was deployed to Camp Arifjan, Kuwait, as a Contracting Officer. In or about November 2005, the Defendant relocated to Kuwait to accept employment with a contractor working at Camp Arifjan.

b. In or about 2005, John Cockerham demanded, sought, received, accepted, and agreed to receive and accept at least \$9.6 million in bribes from contractors in return for awarding contracts and performing contracting actions on behalf of those contractors.

c. In or about 2005, John Cockerham's family and associates, including, among others, his sister, Carolyn Blake, and his wife, Melissa Cockerham, received these bribe payments from contractors on John Cockerham's behalf. In or about 2005, Blake received approximately \$3.1 million and Melissa Cockerham received approximately \$1.9 million, all paid in cash in United States, Kuwaiti, and Emirati currency.

d. In or about 2005, Blake, Melissa Cockerham, and others placed at least \$3.6 million in United States and Kuwaiti currency, received as bribe payments from contractors on John Cockerham's behalf, in safe deposit boxes in Kuwait.

e. On or about December 20, 2006, criminal investigators searched John Cockerham's and Melissa Cockerham's house, and uncovered evidence that money paid as bribes to John Cockerham was received by Blake, Melissa Cockerham, and others, and was kept in safe deposit boxes in Kuwait and elsewhere.

f. From in or about December 2006 until at least in or about November 2007, the Defendant and others did knowingly and unlawfully combine, conspire, confederate, and agree to corruptly alter, destroy, mutilate, and conceal records, documents, and other objects, and attempt to do so, with the intent to impair the object's integrity and availability for use in an official proceeding, and otherwise obstruct, influence, and impede an official proceeding, and attempt to do so.

g. From in or about December 2006 until at least in or about November 2007, the Defendant and others did knowingly and unlawfully combine, conspire, confederate, and agree to corruptly persuade another person, and attempt to do so, and engage in misleading conduct toward another person, with intent to influence, delay, and prevent the testimony of a person in an official proceeding, and cause and induce a person to alter, destroy, mutilate, and conceal objects with intent to impair the object's integrity and availability for use in an official proceeding.

h. In or about December 2006, in Texas, John Cockerham approached the Defendant for help relaying messages, passing documents, and delivering money to co-conspirators in Kuwait. The Defendant agreed to do so and agreed to return to Kuwait later that month.

i. In or about January 2007, the Defendant created the email account praystandbestill@yahoo.com under the assumed name Jane Johnson, in order to facilitate undetected communication among co-conspirators.

j. In or about January 2007, the Defendant delivered fraudulent and misleading agreements and other documents to the contractors and requested their signatures on these documents.

k. In or about January 2007, the Defendant returned one of these fraudulent agreements to John Cockerham in San Antonio, after obtaining the contractor's signature and corporate stamp on the document which the contractor back-dated to August 16, 2006.

l. In or about January 2007, Blake retrieved approximately \$3 million cash from safe deposit boxes in Kuwait and gave the money to the Defendant.

m. In or about January 2007, the Defendant delivered the cash to co-conspirators for safekeeping, out of reach of criminal investigators.

n. On or about November 17, 2007, the Defendant made false statements and representations to investigators.

o. The Defendant and her co-conspirators engaged in these and other overt acts in order to obstruct the investigation and prosecution of the criminal offense of money laundering conspiracy, in violation of 18 U.S.C. § 1956(h).

p. The value of the laundered funds, the investigation and prosecution of which the Defendant attempted to obstruct, was approximately \$5 million.

#### **Sentencing Guidelines and Sentencing Factors**

8. The parties agree that the Defendant's sentencing is governed by the United States Sentencing Guidelines and that the controlling Guideline applicable to the offense to which the

Defendant is pleading guilty is U.S.S.G. § 2J1.2, Obstruction of Justice, cross-referenced to U.S.S.G. § 2X3.1, Accessory After the Fact, and § 2S1.1, Money Laundering. The parties stipulate and agree to recommend the following guideline calculations:

2S1.1(a)(2) Offense level for underlying offense .....	26
2S1.1(a)(2) .....	8
2B1.1(b)(1)(J) Value of laundered funds more than \$2,500,000 .	18
2X3.1(a)(1) Base offense level .....	-6
Combined Offense Level .....	20

9. The Defendant understands that her Criminal History Category will be determined by the Court after the completion of a Pre-Sentence Investigation report by the U.S. Probation Office. Should the Defendant comply fully with her obligations under this agreement, the Government will, based on information available as of the date of this plea agreement and subject to satisfactory debriefings at which the Defendant is entirely truthful and fully accepts responsibility for her criminal conduct and continues to accept responsibility for her criminal conduct up to and including the sentencing date, recommend a downward adjustment of two (2) levels for acceptance of responsibility under U.S.S.G. § 3E1.1, or three (3) levels for acceptance of responsibility under U.S.S.G. § 3E1.1 in the event it is determined that her total offense level is 16 or higher. The Government, however, will not be required to make this recommendation if any of the following occurs: (1) the Defendant fails or refuses to make a full, accurate and complete disclosure to this office or the probation office of the circumstances surrounding the relevant offense conduct and her present financial condition; (2) the Defendant is found to have misrepresented facts to the United States prior to entering this plea agreement; (3) the Defendant commits any misconduct after entering into this plea agreement, including but not limited to,

committing a state or federal offense, violating any term of release, or making false statements or misrepresentations to any governmental entity or official; or (4) the Defendant fails to comply with any terms of this plea agreement. The parties agree to recommend that no adjustment to the guideline level other than those discussed in this agreement is appropriate, and the Defendant agrees to seek no other downward departures. The Government agrees to seek no upward departures, as long as the Defendant is entirely truthful during the course of her cooperation pursuant to paragraph 13 of this agreement.

10. The Defendant understands and agrees that federal sentencing law requires the Court to impose a sentence which is reasonable and that the Court must consider the advisory U.S. Sentencing Guidelines in effect at the time of the sentencing in determining a reasonable sentence. The Defendant also understands that sentencing is within the discretion of the Court and that the Court is not bound by this agreement. The Defendant understands that the facts that determine the offense level will be found by the Court at sentencing and that in making those determinations the Court may consider any reliable evidence, including hearsay, as well as provisions or stipulations in this plea agreement. Both parties agree to recommend that the sentencing guidelines should apply pursuant to *United States v. Booker* and that they, along with the other factors set forth under 18 U.S.C. § 3553, provide a fair and just resolution based upon the facts of this case. The Defendant also states that she has had ample opportunity to discuss, and has in fact discussed, the impact of the sentencing guidelines and the statutory maximum sentence with her attorney and is satisfied with her attorney's advice in this case.

11. The Defendant is aware that the Government is obligated to advise the Court and the United States Probation Office of all information relevant to sentencing, including, but not limited to, all criminal activity and/or relevant conduct engaged in by the Defendant. Such

information, including but not limited to the conduct set forth herein and in the Information, shall be used to calculate the Sentencing Guideline range applicable to the Defendant. The Defendant acknowledges that the Court has not yet determined a sentence and that any estimate of a probable sentencing range under the guidelines that the Defendant may have received, or may receive in the future, from her counsel, the Government, or the Probation Office is a prediction, not a promise, and it is not binding on the Probation Office or the Court. The Government makes no promise or representation concerning the sentence that the Defendant will receive, and the Defendant cannot withdraw her guilty plea based on the actual sentence. The parties understand that the final determination concerning sentencing rests within the sole discretion of the Court.

12. If the Court imposes a sentence with which the Defendant is not satisfied, she will not be permitted to withdraw her guilty plea for that reason nor will she be permitted to withdraw her plea should the Court decline to follow any recommendations or stipulations of the parties.

#### **Agreement to Cooperate**

13. The Defendant agrees to provide entirely truthful, complete and accurate information, and she agrees to cooperate fully with the Government. This cooperation shall include, but is not limited to, the following:

- a. The Defendant agrees to be fully debriefed and to attend all meetings at which her presence is requested, concerning her participation in, and knowledge of, all criminal activities;
- b. The Defendant agrees to withdraw any assertions of privilege and to provide to the Government all documents and other items or material that may be relevant to the investigation and that are in the Defendant's possession, custody or control;
- c. The Defendant agrees to waive any privilege that she may have in



connection with interviews of, and testimony by, attorney witnesses with information of, or related to, criminal conduct in which she participated or of which the Defendant has knowledge. Such waiver does not extend to counsel who now represents the Defendant, in connection with the defense of this criminal matter;

d. The Defendant shall not reveal her cooperation, or any information derived therefrom, to any person other than her attorney of record in this criminal case without the prior consent of the Government; and

e. The Defendant agrees to testify truthfully at any proceeding in the Western District of Texas, the District of Columbia, or elsewhere as requested by the Government.

14. The Defendant agrees that the Government may meet with and debrief her without the presence of her attorney, unless the Defendant specifically requests her attorney's presence at such debriefings and meetings. Upon request of the Defendant, the Government will endeavor to provide advance notice to counsel of the date, place and time of meetings and debriefings, it being understood that the Government's ability to provide such notice may vary according to time constraints and other circumstances. The Government may accommodate requests to alter the time and place of such debriefings. It is understood, however, that any cancellations or rescheduling of debriefings or meetings requested by the Defendant that hinder the Government's ability to prepare adequately for trials, hearings or other proceedings may adversely affect Defendant's ability to provide substantial assistance. Matters occurring at any meeting or debriefing may be considered by the Government in its determination of whether the Defendant has provided substantial assistance or otherwise complied with the letter and spirit of this plea agreement, and may be considered by the Court in imposing sentence regardless of whether counsel was present at the meeting or debriefing.

15. The Government agrees to consider the nature and extent of the Defendant's cooperation in determining whether she has provided substantial assistance to law enforcement authorities pursuant to U.S.S.G. § 5K1.1 and 18 U.S.C. § 3553(e). The Defendant acknowledges that the determination of whether she has provided substantial assistance is a decision solely within the discretion of the Government. If the Government concludes that the Defendant has provided substantial assistance to law enforcement authorities pursuant to U.S.S.G. § 5K1.1 and 18 U.S.C. § 3553(e), the Government will file a motion for a downward departure. If such a motion is filed, the Government has the right to make a specific recommendation to the sentencing Court regarding the number of offense levels the Court should depart downward in fashioning an appropriate sentence, and the Government will also advise the Court of the full nature, extent and timing of the Defendant's cooperation.

**No Protection for False Statements or Future  
Criminal Conduct - Breach of Plea Agreement**

16. The Defendant shall at all times give complete, truthful and accurate information and testimony, and she agrees not to commit, or attempt to commit, any further crimes. The Defendant understands that this plea agreement does not protect her from prosecution for perjury, should she testify untruthfully at any proceeding, or for making false statements in connection with interviews conducted pursuant to this agreement or any other statements or testimony on or after the date of this agreement. Nor does this agreement protect her from representations made during proffers and in representations through counsel prior to, and in connection with, the signing of this agreement; if it is determined that she has failed to provide such complete, truthful and accurate information, the agreement is voidable at the election of the Government and the Government is no longer bound by the loss, restitution or money judgment stipulations. Nor does

this agreement protect her from prosecution for other crimes or offenses as to which she does not make full admission and give truthful and complete information. Further, should the Defendant fail to comply with the terms and conditions set forth in this agreement, the Government may fully prosecute the Defendant on all criminal charges that can be brought against the Defendant. With respect to such a prosecution:

- a. The Defendant shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, or any other federal rule, that the Defendant's statements pursuant to this agreement or any leads derived therefrom should be suppressed or are inadmissible;
- b. The Defendant waives any right to claim that evidence presented in such prosecution is tainted by virtue of the statements Defendant has made; and
- c. The Defendant waives any and all defenses based on the statute of limitations with respect to any such prosecution that is not time-barred on the date that this agreement is signed by the parties.

17. In the event of a dispute as to whether the Defendant has knowingly committed a breach of this agreement, and if the Government chooses to exercise its rights under the preceding paragraph, and if the Defendant so requests, the matter shall be submitted to the Court and shall be determined by the Court in an appropriate proceeding at which Defendant's disclosures and documents shall be admissible and at which time the Government shall have the burden to establish the Defendant's breach by a preponderance of the evidence.

#### **Waiver of Right to Appeal**

18. The Defendant, knowing and understanding all of the facts set out herein and in the Information, including the maximum possible penalty that could be imposed, and knowing and

understanding her right to appeal her conviction and her sentence as provided in 18 U.S.C. § 3742, hereby expressly waives the right to appeal her conviction and any sentence within the maximum provided in the statute of conviction (or the manner in which that sentence was determined) on the grounds set forth in 18 U.S.C. § 3742 or on any ground whatever, in exchange for the concessions made by the Government in this plea agreement. The Defendant also knowingly and voluntarily waives her right to challenge her conviction, her sentence, or the manner in which the sentence was determined in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b).

#### **Right of Allocution**

19. The Government reserves the right to allocute as to the nature and seriousness of the offense and to make a recommendation as to sentencing. The attorneys for the Government will inform the Court and the Probation Office of: (1) this agreement; (2) the nature and extent of the Defendant's activities with respect to this case; and (3) all other information in its possession relevant to sentencing.

#### **Non-binding on Non-parties**

20. The Defendant understands that this agreement binds and limits in any manner only the Government, defined as the United States Department of Justice, Criminal Division, Public Integrity Section and the Antitrust Division, National Criminal Enforcement Section. This agreement does not bind any United States Attorney's Office, nor does it bind any state or local prosecutor. It also does not bar or compromise any civil or administrative claim pending or that may be made against the Defendant. If requested, however, the Public Integrity Section and the National Criminal Enforcement Section will bring this agreement to the attention of any other

prosecuting jurisdiction and ask that jurisdiction to abide by the provisions of this plea agreement. The Defendant understands that other prosecuting jurisdictions retain discretion over whether to abide by the provisions of this agreement.

#### **Restitution**

21. Pursuant to 18 U.S.C. § 3663A, the Defendant understands and agrees that restitution to victims of this offense is mandatory. The loss to the victims, including the United States Department of Defense, is estimated to be approximately \$5 million representing the presently known value of the laundered funds, the investigation and prosecution of which the Defendant attempted to obstruct, as set forth herein and in the Information. The parties understand that under the law the Defendant is entitled to argue for offsets based on the amounts paid or agreed to be paid to those victims by potentially responsible parties. The Defendant agrees not to transfer or otherwise encumber her assets except with notice to, and consent of, the undersigned representatives of the United States until such time as this agreement is filed with the Court, at which point the Defendant must seek leave of Court to transfer or otherwise encumber her assets. The parties agree that the Defendant will not be required to obtain the consent of the United States for property transfers necessary to pay ordinary living expenses and ordinary business expenses and attorneys' fees. The Defendant agrees as part of this plea agreement that she will provide to the Government detailed financial information about all income and expenses on a monthly basis and as requested.

#### **No Additional Agreements**

22. No promises, agreements, or conditions have been entered into other than those expressly set forth in this plea agreement, and none shall be entered into and/or are binding upon the Defendant and the Government unless expressly set forth in writing, signed by all parties and

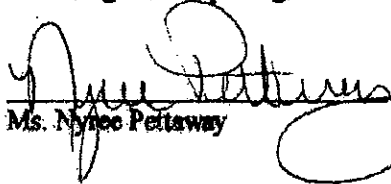
physically attached to this plea agreement. This plea agreement supersedes any prior promises, agreements or conditions between the Government and the Defendant.

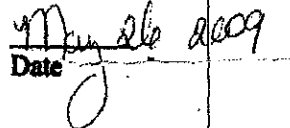
23. A facsimile or other electronically-transmitted signature is deemed an original signature for the purpose of executing this plea agreement. Multiple signature pages are authorized for the purpose of executing this plea agreement.

**Acknowledgments:**

**The Defendant**

I, Nyree Pettaway, hereby expressly acknowledge the following: (1) that I have read this entire plea agreement; (2) that I have had an opportunity to discuss this plea agreement fully and freely with my attorney; (3) that I fully and completely understand each and every one of its terms; (4) that I am fully satisfied with the advice and representation provided to me by my attorney; and (5) that I have signed this plea agreement knowingly, freely and voluntarily.

  
Ms. Nyree Pettaway

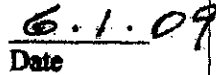
  
Date

**Counsel for the Defendant**



I, ~~Jim Levine~~, attorney for Nyree Pettaway, hereby expressly acknowledge the following: (1) that I have discussed this plea agreement with my client; (2) that I have fully explained each one of its terms to my client; (3) that I have fully answered each and every question put to me by my client regarding the plea agreement; and (4) in my opinion, my client completely understands the letter and spirit of all of the plea agreement's terms.


  
Mr. Allen Cazier, Esq.

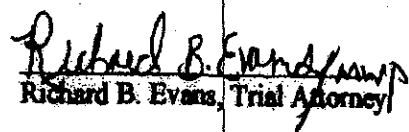
  
Date

**For the United States**

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Antitrust Division

WILLIAM M. WELCH II, Chief  
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