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Attorneys for  
 United States of America

UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA	)	
	)	
v.	)	No. CR 82 - <u>788</u>
	)	
C.E. MILLER CORPORATION, and	)	NOTICE OF PLEA AGREEMENT
CHARLES E. MILLER,	)	
	)	and PLEA AGREEMENT
<u>Defendants</u>	)	

NOTICE OF PLEA AGREEMENT and PLEA AGREEMENT

Pursuant to Rule 11(e)(1)(B) of the Federal Rules of Criminal Procedure, notice is respectfully given to the Court that the attorneys for the United States and the attorneys for C.E. Miller Corporation and Charles E. Miller have agreed to the attached plea agreement.

Respectfully submitted,  
 STEPHEN S. TROTT  
 United States Attorney  
 ROBERT L. BROSIO  
 Assistant United States Attorney  
 Chief, Criminal Division  
  
 WILLIAM F. PENDERGAST  
 Trial Attorney, Department of Justice

## PLEA AGREEMENT

Mr. Charles E. Miller, and his attorneys, C.E. Miller Corporation and its attorneys, and the attorneys for the United States have agreed:

1. Mr. Charles E. Miller shall waive indictment and plead guilty in the United States District Court for the Central District of California to the one count Felony Information attached as Exhibit "A", which charges a felony violation of the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-2(a)(3). The United States will file the Felony Information as soon after the execution of this agreement as is practicable. At the time of this plea, the United States will provide the Court with a written Offer of Proof, a copy of which has been provided to the attorneys for Mr. Miller.

2. C.E. Miller Corporation shall waive indictment and plead guilty in the United States District Court for the Central District of California to the one count Felony Information attached as Exhibit "A", which charges a felony violation of the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-2(a)(3). At the time of this plea, the United States will provide the Court with a written Offer of Proof, a copy of which has been provided to the attorneys for C.E. Miller Corporation.

3. The sentences to be imposed are within the sole discretion of the Court. The United States does not make any promise or representation as to what sentence either Mr. Miller or C.E. Miller Corporation will receive, nor will it recommend any specific sentence to the Court; however, the United States

agrees to state at the time of sentencing that it has no opposition to probation for Mr. Miller. The United States expressly reserves the right to correct any factual inaccuracies in the record. In connection with the preparation by the Probation Office of a presentence report for the Court, the United States will file with that office a detailed written statement, a copy of which has been provided to the attorneys for Mr. Miller and C.E. Miller Corporation, of all information relevant to sentencing, including not only information favorable to Mr. Miller or C.E. Miller Corporation, but also information unfavorable to them.

4. If the Court accepts the plea of guilty described in paragraph 1 and enters final judgment, which is not later vacated, the United States agrees that no further criminal charges will be brought against Mr. Charles E. Miller for any of his conduct arising from:

- (a) his activities with or on behalf of C.E. Miller Corporation regarding sales by Crawford Enterprises, Inc., to Petroleos Mexicanos;
- (b) his activities with or on behalf of C.E. Miller Corporation regarding payment of monies by C.E. Miller Corporation to Mr. Gary D. Bateman; and
- (c) his activities in connection with the investigation of Crawford Enterprises, Inc., and C.E. Miller Corporation.

5. If the Court accepts the plea of guilty described in paragraph 2 and enters final judgment, which is not later vacated, the United States agrees that no further criminal charges will be brought against C.E. Miller Corporation for any of its conduct through its directors, officers, employees shareholders or agents, arising from:

(a) its activities regarding sales by Crawford Enterprises, Inc., to Petroleos Mexicanos;

(b) its activities regarding payment of monies to Mr. Gary D. Bateman; and

(c) its activities in connection with the investigation of Crawford Enterprises, Inc. and C.E. Miller Corporation.

6. Mr. Miller and C.E. Miller Corporation shall not commit any further crimes whatsoever, and agree that this agreement shall not prevent prejudice or preclude the right of the United States to proceed in the future with the investigation and/or prosecution of either of them for any criminal violations not covered herein or which may occur after the date of this agreement whether or not such criminal violations are a continuation of activity begun before the date of this agreement.

7. This agreement does not prevent the United States from proceeding against Mr. Miller or C.E. Miller Corporation for any offense defined in Title 26 and such Title 18 offenses as may be investigated by agents of the Internal Revenue Service in connection with the enforcement of federal revenue laws, including but not limited to conspiracies to commit such Title 26 and Title 18 offenses, and conspiracies to defraud the Government by impeding, impairing, obstructing and defeating the lawful function of the United States Treasury and the Internal Revenue Service in the ascertainment, computation, assessment or collection of the revenue.

8. It is agreed that if the Court, for any reason, rejects any part of this agreement or refuses to accept the pleas of guilty or enter final judgment, Mr. Miller, C.E. Miller Corporation and the United States will be relieved of all obligations under this agreement. It is further agreed that should the Court reject this agreement, refuse to accept the pleas of guilty or enter final judgment, the United States may move to dismiss the Felony Information (Exhibit "A") without prejudice and Mr. Miller and C.E. Miller Corporation will have no objection to such dismissal, nor any objection, on the basis of such dismissal, to the continuation of the grand jury investigations or any resulting prosecution of either of them.

9. It is expressly understood that nothing herein precludes the United States from investigating and recovering from Mr. Miller and C.E. Miller Corporation all monies due and owing as civil liabilities whether or not arising out of the same facts and circumstances charged in Exhibit "A" or arising out of matters described in paragraphs 4 and 5.

This plea agreement confirms the entire agreement between Mr. Miller, C.E. Miller Corporation and the United States concerning their guilty pleas. No other promises, representations, or inducements have been made to Mr. Miller, C.E. Miller Corporation or their attorneys with regard to such

guilty pleas. No additional promises, agreements, or conditions have been entered into other than those set forth herein, and none will be entered into unless in writing and signed by all parties.


DATED: September 16, 1982

  
WILLIAM F. PENDERGAST

  
CHARLES E. MILLER

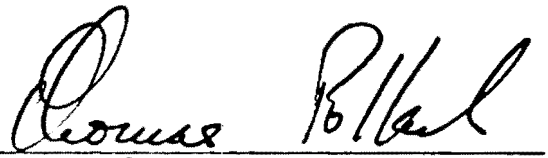
C.E. MILLER CORPORATION

By:

  
CHARLES E. MILLER, President

  
BARBARA E. NICASTRO

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,	)	
	)	
	)	No. CR 82- _____
v.	)	
	)	<u>I N F O R M A T I O N</u>
	)	
	)	[15 U.S.C. 78dd 2(a)(3):
C.E. MILLER CORPORATION, and	)	Bribery of Foreign Officials;
CHARLES E. MILLER,	)	18 U.S.C. 2: Aiding and
	)	Abetting]
	)	
Defendants	)	
_____	)	

The United States Attorney charges:

[15 USC 78dd-2(a)(3); 18 U.S.C. 2]

1. At all times material hereto defendant C.E. MILLER CORPORATION was a California corporation with principal offices in Irvine, California, and was engaged in, among other things, the engineering and fabrication of turbine compression systems for use in the petroleum industry.

2. At all times material hereto defendant CHARLES E. MILLER was president, chairman of the board, and the majority shareholder of defendant C.E. MILLER CORPORATION.

3. At all times material hereto, Petroleos Mexicanos (hereinafter "Pemex") was a national oil company wholly owned by the government of the Republic of Mexico, and was an instrumentality of the Mexican government as that term is used in 15 U.S.C. 78dd-(d)(2).

4. At various times material hereto, Ignacio DeLeon was the sub-director of Pemex in charge of purchasing, and was a foreign official as that term is defined in 15 U.S.C. 78dd-2(d)(2).

5. At various times material hereto, Jesus Chavarria was the sub-director of Pemex in charge of exploration, and was a foreign official as that term is defined in 15 U.S.C. 78dd-2(d) (2).

6. At all times material hereto, Crawford Enterprises, Inc. was a Texas corporation with its principal offices located in Houston, Texas, and was engaged in, among other things, the business of selling turbine compression systems to Pemex. Crawford Enterprises, Inc. was a domestic concern as that term is defined in 15 U.S.C. 78dd-2(d) (1) (B).

7. At various times material hereto Grupo Industrial Delta S.A. (hereinafter "Grupo Delta") was a corporation organized and existing under the laws of the State of Mexico in the Republic of Mexico after September 26, 1977, with principal offices located in Mexico City, Mexico and held itself out to be engaged in, among other things, the business of representing Crawford Enterprises, Inc. and other companies, in sales efforts to Pemex.

8. On or about January 27, 1978, in furtherance of an offer, payment and promise by a domestic concern, that is, Crawford Enterprises, Inc., to pay money, that is, the equivalent of five percent of the price of each contract, to a person, to wit, Grupo Delta, while knowing that all or a portion of such money would be offered, given or promised to Ignacio DeLeon and Jesus Chavarria, both foreign officials, for the purpose of influencing the acts and decisions of said foreign officials in their official capacity in order to obtain and retain business for Crawford Enterprises, Inc., that is, contracts for the sale to Pemex of turbine compression systems, defendants C.E. MILLER



CORPORATION and CHARLES E. MILLER, would and did aid and abett Crawford Enterprises, Inc., in the Central District of California and elsewhere, by corruptly using an instrumentality of interstate commerce, to wit, a commercial aircraft to travel from Los Angeles, California to Houston, Texas.

All in violation of 15 U.S.C. 78dd-2(a)(3) and 18 U.S.C. §2.

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STEPHEN S. TROTT  
United States Attorney

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WILLIAM F. PENDERGAST  
Trial Attorney  
Department of Justice

Dated: September , 1982