

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

Richmond Division

UNITED STATES OF AMERICA,)	
)	Criminal No. 3:09CR449
)	
v.)	
)	
JOHN W. WARWICK,)	
Defendant.)	

STATEMENT OF FACTS

The parties stipulate that the allegations in the indictment and the following facts are true and correct, and had the matter gone to trial, the United States could have proven each of them beyond a reasonable doubt:

1. From at least in 1997 through in and around July 2003, in the Eastern District of Virginia, and elsewhere, the defendant, JOHN W. WARWICK did knowingly combine, conspire, confederate, and agree, together with Charles Jumet, and others known and unknown to the United States, 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, or to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his 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 instrumentalities, in order to assist PECC, Overman Associates, and Overman de Panama, in obtaining and retaining business for and with, and directing business to PECC, Overman Associates, and Overman de Panama, all in violation of Title 15, United States Code, Sections 78dd-2(a) and 78dd-2(i), and Title 18, United States Code, Section 371.

2. In or about December 1996, JOHN W. WARWICK and Charles Jumet allowed Government Official B, the Deputy Administrator of Panama's National Maritime Ports Authority ("APN"), to establish PECC under the laws of Panama so that JOHN W. WARWICK and Charles Jumet could obtain a government contract to, among other things, maintain the lighthouses and buoys in the waterways outside the Panama Canal.

3. In or about December 1996, JOHN WARWICK, and Charles Jumet 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, JOHN W. WARWICK, a United States citizen, was responsible for overseeing the business activities of PECC and Overman de Panama. JOHN W. WARWICK was a domestic concern and was an employee and majority shareholder of Overman Associates, which was a domestic concern.

5. Charles Jumet, United States citizen, was a domestic concern and was an employee and shareholder of Overman Associates, which was a domestic concern. JOHN W.

WARWICK hired Charles Jumet to develop business for Overman Associates in Latin America. Charles Jumet was the Vice President of PECC and then later replaced JOHN W. WARWICK as the President of PECC. Charles Jumet was also Vice President of Overman de Panama.

6. In or about January 1997, Government Official A, the Administrator of APN, and Government Official B, a Deputy Administrator of APN, provided Charles Jumet and JOHN W. WARWICK with a written description of the scope of the work needed by APN. In response to this, PECC 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, and PECC promised to hire substantially all of APN's former engineering department employees, who were employed by APN as of December 31, 1996. This proposal was signed by JOHN W. WARWICK.

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. On or about January 24, 1997, shortly after PECC was awarded the provisional contract, JOHN W. WARWICK and Charles Jumet opened a bank account at Lloyds Bank in Panama, listing themselves as signatories on the account. This account was used to make corrupt "dividend" payments to some of PECC's concealed shareholders.

9. In or about February 1997, APN awarded PECC a provisional 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, JOHN W. WARWICK presided over a special PECC's shareholder meeting, during which he, Charles 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, JOHN W. WARWICK, Charles Jumet, Warmspell Holding Corporation, Soderville Corporation, and three others who were simply referred to as "bearer" became shareholders of PECC. JOHN W. WARWICK and Charles 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, JOHN W. WARWICK signed stock certificates that were issued to PECC shareholders, including "el portador" and Soderville Corporation. The stock certificate issued to "El Portador" was given to Government Official C and the stock certificate issued to Soderville Corporation was given to Government Official A.

15. 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 received equipment and office space from APN to perform this task. In or about January 1997, PECC hired APN workers, who previously worked in APN's engineering department.

16. In or about December 1997, JOHN W. WARWICK, Charles Jumet, and others authorized PECC to issue dividend payments totaling \$300,000 to its shareholders, including JOHN W. WARWICK, Charles Jumet, Warmspell Holding Corporation, Soderville Corporation, and three shareholders who were referred to as "bearer."

17. On or about December 19, 1997, JOHN W. WARWICK signed a dividend payment check number 018767 drawn from PECC's account at Lloyds Bank in the amount of \$18,000 payable to the "bearer." This check was subsequently deposited into an account belonging to Government Official C, a high-ranking Panamanian elected official, as a corrupt payment for awarding PECC the contract.

18. On or about December 19, 1997, JOHN W. WARWICK, Charles Jumet, and others caused a dividend payment of \$81,000 to be issued by check 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. The check was subsequently deposited into an account controlled by Government Official B and his relatives.

19. On or about December 19, 1997, JOHN W. WARWICK, Charles Jumet, and others caused a dividend payment of \$81,000 to be issued by check to Soderville Corporation, a company belonging to Government Official A, for the purpose of making a corrupt payment to Government Official A, the Director of APN, for awarding PECC the contract.

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

21. On or about December 24, 1997, JOHN W. WARWICK had Lloyds Bank remove the stop payment order on the three dividend checks payable to Portador. One of these checks was deposited into an account belonging to Government Official C.

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, JOHN W. WARWICK and Charles Jumet agree that PECC would pay \$109,536.50 to Overman de Panama for worked performed in connection with the contracts.

24. In or about February 2000, JOHN W. WARWICK initiated a civil lawsuit in the Circuit Court for the City of Virginia Beach, Virginia in which Overman de Panama sought a monetary judgment of \$84,536.50 plus expenses and interest from PECC for services performed.

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

26. In or about 2002, JOHN W. WARWICK sought to recoup the judgement against PECC through a civil lawsuit brought in Panama.

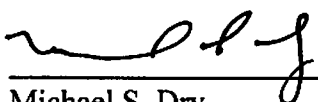
27. In or about June 2003, PECC paid Overman de Panama \$50,000. On or about June 24, 2003, JOHN W. WARWICK caused these funds to be wire transferred from Overman de Panama's Lloyds Bank account to Overman Associates's Wachovia bank account in Virginia Beach, Virginia. JOHN W. WARWICK then caused the funds to be distributed among Overman Associates's shareholders, and personally received approximately \$33,350.

28. In or about July 2003, PECC paid Overman de Panama another \$50,000. On or about July 23, 2003, JOHN W. WARWICK caused these funds to be wire transferred from Overman de Panama's Lloyds Bank account to Overman Associates's Wachovia bank account in Virginia. JOHN W. WARWICK then caused the proceeds to be distributed to Overman Associates's shareholders, giving himself approximately \$33,350.

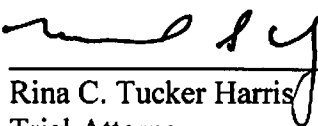
Respectfully submitted,

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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 10th day of ~~January~~ ^{February} 2010. *MSD*


2/10/10
Date



JOHN W. WARWICK
Defendant

I am the attorney for the defendant and I have carefully reviewed the statement of facts with my client.

2-10-10
Date



Claire Cardwell
Counsel for JOHN W. WARWICK