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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 ) PAUL COSGROVE  
v. )  
22 )  
PAUL COSGROVE, )  
23 )  
Defendant. )  
24 )  
25 )

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

BY \_\_\_\_\_  
2012 MAY 25 AM 11:15  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

FILED

1 United States Department of Justice, Criminal Division, Fraud  
2 Section ("the Fraud Section") (the USAO and the Fraud Section  
3 are, 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 RULE 11(c)(1)(C) AGREEMENT

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

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DEFENDANT'S OBLIGATIONS

3. Defendant agrees to:

a) At the earliest opportunity requested by the Department of Justice and provided by the Court, appear and plead guilty to a one-count information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with a violation of the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. § 78dd-2(a), (g)(2)(A).

b) Not contest facts agreed to in this agreement.

c) Abide by all agreements regarding sentencing contained in this agreement and affirmatively recommend to the court that it impose sentence in accordance with paragraph 13 of this agreement.

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

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

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

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

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1 (directly or indirectly) to a person the defendant knew or  
2 believed to be a foreign official, although a belief that an  
3 individual was a foreign official does not satisfy this element  
4 if the individual was not in fact a foreign official;

5 (6) the payment or gift at issue was intended for at least  
6 one of four purposes: (a) to influence any act or decision of a  
7 foreign official in his or her official capacity; (b) to induce a  
8 foreign official to do or omit to do any act in violation of that  
9 official's lawful duty; (c) secure any improper advantage; or (d)  
10 to induce a foreign official to use his or her influence with a  
11 foreign government or department, agency, or instrumentality  
12 thereof to affect or influence any act or decision of such  
13 government, department, agency, or instrumentality; and

14 (7) the payment or gift was intended to assist the defendant  
15 in obtaining or retaining business for or with, or directing  
16 business to, any person.

17 For the purposes of the FCPA, a person's state of mind is  
18 "knowing" with respect to conduct, a circumstance, or a result if  
19 (1) the person is aware that the person is engaging in the  
20 conduct, that the circumstance exists, or that the result is  
21 substantially certain to occur, or (2) the person has a firm  
22 belief that such circumstance exists or that such result is  
23 substantially certain to occur. Knowledge is established if a  
24 person is aware of a high probability of the existence of a  
25 circumstance.

26 PENALTIES

27 6. Defendant understands that the statutory maximum  
28 sentence that the Court can impose for a violation of Title 15,

1 United States Code, Section 78dd-2(a), (g)(2)(A), is: five years  
2 imprisonment; a three-year period of supervised release; a fine  
3 of \$100,000 or twice the gross gain or gross loss resulting from  
4 the offense, whichever is greater; and a mandatory special  
5 assessment of \$100.

6 7. Defendant understands that supervised release is a  
7 period of time following imprisonment during which defendant will  
8 be subject to various restrictions and requirements. Defendant  
9 understands that if defendant violates one or more of the  
10 conditions of any supervised release imposed, defendant may be  
11 returned to prison for all or part of the term of supervised  
12 release authorized by statute for the offense that resulted in  
13 the term of supervised release, which could result in defendant  
14 serving a total term of imprisonment greater than the statutory  
15 maximum stated above.

16 8. Defendant understands that, by pleading guilty,  
17 defendant may be giving up valuable government benefits and  
18 valuable civic rights, such as the right to vote, the right to  
19 possess a firearm, the right to hold office, and the right to  
20 serve on a jury. Defendant understands that once the court  
21 accepts defendant's guilty plea, it will be a federal felony for  
22 defendant to possess a firearm or ammunition. Defendant  
23 understands that the conviction in this case may also subject  
24 defendant to various other collateral consequences, including but  
25 not limited to revocation of probation, parole, or supervised  
26 release in another case and suspension or revocation of a  
27 professional license. Defendant understands that unanticipated  
28 collateral consequences will not serve as grounds to withdraw

1 defendant's guilty plea.

2 9. Defendant understands that, if defendant is not a  
3 United States citizen, the felony conviction in this case may  
4 subject defendant to: removal, also known as deportation, which  
5 may, under some circumstances, be mandatory; denial of  
6 citizenship; and denial of admission to the United States in the  
7 future. The court cannot, and defendant's attorney also may not  
8 be able to, advise defendant fully regarding the immigration  
9 consequences of the felony conviction in this case. Defendant  
10 understands that unexpected immigration consequences will not  
11 serve as grounds to withdraw defendant's guilty plea.

12 FACTUAL BASIS

13 10. Defendant admits that defendant is, in fact, guilty of  
14 the offense to which defendant is agreeing to plead guilty.  
15 Defendant and the Department of Justice agree to the statement of  
16 facts provided below and agree that this statement of facts is  
17 sufficient to support a plea of guilty to the charge described in  
18 this agreement and to establish the Sentencing Guidelines factors  
19 set forth in paragraph 12 below but is not meant to be a complete  
20 recitation of all facts relevant to the underlying criminal  
21 conduct or all facts known to either party that relate to that  
22 conduct.

23 Defendant PAUL COSGROVE was Executive Vice President of CCI  
24 from in or around 2002 through in or around 2007 and served as  
25 the Head of CCI's Worldwide Sales Department from in or around  
26 1997 through in or around 2007. Defendant COSGROVE was a citizen  
27 of the United States and thus was a "domestic concern" as that  
28 term is defined in the Foreign Corrupt Practices Act ("FCPA"),

1 Title 15, United States Code, Section 78dd-2(h)(1)(A).

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

11 In conducting its business, CCI utilized a sales model known  
12 as "friend-in-camp" ("FIC"), in which CCI employees and agents  
13 cultivated relationships with, among other people, employees of  
14 its customers. FICs, who were also referred to as "consultants,"  
15 sometimes included employees of CCI's state-owned customers who  
16 had the ability to influence the technical specifications of an  
17 order or otherwise to direct business to CCI. Defendant COSGROVE  
18 advocated the FIC sales model and encouraged CCI employees to  
19 take good care of FICs.

20 One of CCI's customers was Sichuan Chemical Works Group,  
21 Ltd. ("Sichuan Chemical"). Defendant COSGROVE knew Sichuan  
22 Chemical was a Chinese state-owned entity. Defendant COSGROVE  
23 understands that at any trial, the government would prove  
24 sufficient facts to demonstrate that Sichuan Chemical was a  
25 government instrumentality within the meaning of the FCPA, Title  
26 15, United States Code, Section 78dd-2(h)(2)(A) and its employees  
27 "foreign officials" within the meaning of the FCPA.

28 In 2003, CCI bid on an order to provide a valve to Sichuan



1 Chemical in China. In a series of e-mails with the heading  
2 "Commission for Sichuan Chemical," a CCI salesperson in China  
3 explained that he had promised a commission in the amount of  
4 \$7,500 to the customer. He indicated that the customer was "very  
5 kind and important to us" and had given CCI a separate order.  
6 The deal was set up so that the customer would be paid via a  
7 consultant. On July 2, 2003, defendant COSGROVE approved via e-  
8 mail the payment of \$7,500 for the commissions associated with  
9 this sale. As a result of this payment, CCI earned profits of  
10 approximately \$5,625 in connection with the sale of the valve.

11 Although defendant COSGROVE did not actually know that the  
12 \$7,500 was to be offered, given, or promised to an employee at  
13 Sichuan Chemical for the purpose of securing Sichuan Chemical's  
14 business, he was aware of a high probability of this circumstance  
15 and failed to make additional inquiries concerning the nature of  
16 the commission and the suspected recipient in order to determine  
17 whether the proposed commission payment might be made to an  
18 employee at Sichuan Chemical for the purpose of securing Sichuan  
19 Chemical's business. This awareness arose, at least in part,  
20 from defendant COSGROVE's knowledge that, as described above,  
21 CCI's sales model included the cultivation of FICs who sometimes  
22 included employees of CCI's customers.

23 Although defendant COSGROVE did not know about the  
24 prohibitions of the FCPA, defendant COSGROVE was aware that the  
25 law would forbid making an undisclosed payment to an employee of  
26 a customer for the purpose of securing the customer's business.

27 SENTENCING FACTORS AND AGREED-UPON SENTENCE

28 11. Defendant understands that in determining defendant's

1 sentence the Court is required to calculate the applicable  
2 Sentencing Guidelines range and to consider that range, possible  
3 departures under the Sentencing Guidelines, and the other  
4 sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant  
5 understands that the Sentencing Guidelines are advisory only.

6 12. Defendant and the Department of Justice agree to the  
7 following applicable sentencing guideline factors:

8	Base Offense Level	:	12	U.S.S.G. § 2C1.1(a)(2)
9	Specific Offense Characteristics--			
10	Benefit	:	+2	U.S.S.G. § 2C1.1(b)(2)
11	Acceptance of Responsibility	:	-2	U.S.S.G. § 3E1.1

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13	Total Offense Level	:	12	
14	Criminal History Category	:	I	

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17	Guideline Range	:	10 - 16 months imprisonment
18			\$3,000 - \$30,000 fine

19 Except as set forth in paragraph 13, the parties agree not to  
20 argue that any other specific offense characteristics,  
21 adjustments, or departures be imposed.

22 13. Defendant and the Department of Justice agree that,  
23 taking into account the factors listed in 18 U.S.C. § 3553(a)(1)-  
24 (7), an appropriate disposition of this case is that the court  
25 impose a sentence of: no more than 15 months imprisonment; three  
26 years supervised release with conditions to be fixed by the  
27 Court; up to a \$20,000 fine; no amount of restitution; and a \$100  
28 special assessment. Defendant reserves the right to seek a

1 variance or downward departure in the offense level based upon  
2 defendant's medical condition. At sentencing, defendant will  
3 present evidence of his medical condition, to include the  
4 following: Defendant has a lengthy history of coronary problems,  
5 gastric bleeding, and other serious health issues for which he  
6 has received treatment since at least 2003. On August 16, 2010,  
7 defendant underwent emergency heart quadruple bypass surgery and  
8 has since been under the treatment and care of his cardiologist  
9 to ensure defendant remains in stable condition. Defendant has  
10 been hospitalized twice in the two months preceding the date of  
11 execution of this plea agreement as a result of highly elevated  
12 blood pressure levels resulting from stress and a recent  
13 diagnosis of severe sleep apnea. Defendant continues under the  
14 treatment and care of doctors for his elevated blood pressure,  
15 heart disease, sleep apnea, and a recent preliminary diagnosis of  
16 type 2 diabetes.

17 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 20 a) The right to persist in a plea of not guilty.  
21 b) The right to a speedy and public trial by jury.  
22 c) The right to be represented by counsel - and if  
23 necessary have the court appoint counsel - at trial. Defendant  
24 understands, however, that, defendant retains the right to be  
25 represented by counsel - and if necessary have the court appoint  
26 counsel - at every other stage of the proceeding.  
27 d) The right to be presumed innocent and to have the  
28 burden of proof placed on the government to prove defendant

1 guilty beyond a reasonable doubt.

2 e) The right to confront and cross-examine witnesses  
3 against defendant.

4 f) The right to testify and to present evidence in  
5 opposition to the charges, including the right to compel the  
6 attendance of witnesses to testify.

7 g) The right not to be compelled to testify, and, if  
8 defendant chose not to testify or present evidence, to have that  
9 choice not be used against defendant.

10 h) Any and all rights to pursue any affirmative  
11 defenses, Fourth Amendment or Fifth Amendment claims, and other  
12 pretrial motions that have been filed or could be filed.

13 WAIVER OF STATUTE OF LIMITATIONS

14 15. Having been fully advised by defendant's attorney  
15 regarding application of the statute of limitations to the  
16 offense to which defendant is pleading guilty, defendant hereby  
17 knowingly, voluntarily, and intelligently waives, relinquishes,  
18 and gives up: (a) any right that defendant might have not to be  
19 prosecuted for the offenses to which defendant is pleading guilty  
20 because of the expiration of the statute of limitations for those  
21 offenses prior to the filing of the superseding information  
22 alleging those offenses; and (b) any defense, claim, or argument  
23 defendant could raise or assert that prosecution of the offenses  
24 to which defendant is pleading guilty is barred by the expiration  
25 of the applicable statute of limitations, pre-indictment delay,  
26 or any speedy trial violation.

27 WAIVER OF APPEAL OF CONVICTION

28 16. Defendant understands that, with the exception of an

1 appeal based on a claim that defendant's guilty plea were  
2 involuntary, by pleading guilty defendant is waiving and giving  
3 up any right to appeal defendant's conviction on the offense to  
4 which defendant is pleading guilty.

5 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

6 17. Defendant agrees that, provided the Court imposes the  
7 sentence specified in paragraph 13 above, defendant gives up the  
8 right to appeal any portion of that sentence.

9 18. The Department of Justice agrees that, provided the  
10 Court imposes the sentence specified in paragraph 13 above, the  
11 Department of Justice gives up its right to appeal any portion of  
12 that sentence.

13 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

1 this agreement.

2 EFFECTIVE DATE OF AGREEMENT

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

6 BREACH OF AGREEMENT

7 21. Defendant agrees that if defendant, at any time after  
8 the signature of this agreement and execution of all required  
9 certifications by defendant, defendant's counsel, and an  
10 Assistant United States Attorney, knowingly violates or fails to  
11 perform any of defendant's obligations under this agreement ("a  
12 breach"), the Department of Justice may declare this agreement  
13 breached. All of defendant's obligations are material, a single  
14 breach of this agreement is sufficient for the Department of  
15 Justice to declare a breach, and defendant shall not be deemed to  
16 have cured a breach without the express agreement of the  
17 Department of Justice in writing. If the Department of Justice  
18 declares this agreement breached, and the Court finds such a  
19 breach to have occurred, then: (a) if defendant has previously  
20 entered a guilty plea pursuant to this agreement, defendant will  
21 not be able to withdraw the guilty plea, (b) the Department of  
22 Justice will be relieved of all its obligations under this  
23 agreement, and (c) the Court's failure to follow any  
24 recommendation or request regarding sentence set forth in this  
25 agreement will not provide a basis for defendant to withdraw  
26 defendant's guilty plea.

27 22. Following the Court's finding of a knowing breach of  
28 this agreement by defendant, should the Department of Justice

1 choose to pursue any charge that was either dismissed or not  
2 filed as a result of this agreement, then:

3 a) Defendant agrees that any applicable statute of  
4 limitations is tolled between the date of defendant's signing of  
5 this agreement and the filing commencing any such action.

6 b) Defendant waives and gives up all defenses based  
7 on the statute of limitations, any claim of pre-indictment delay,  
8 or any speedy trial claim with respect to any such action, except  
9 to the extent that such defenses existed as of the date of  
10 defendant's signing this agreement.

11 c) Defendant agrees that: (i) any statements made by  
12 defendant, under oath, at the guilty plea hearing (if such a  
13 hearing occurred prior to the breach); (ii) the agreed to factual  
14 basis statement in this agreement; and (iii) any evidence derived  
15 from such statements, shall be admissible against defendant in  
16 any such action against defendant, and defendant waives and gives  
17 up any claim under the United States Constitution, any statute,  
18 Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the  
19 Federal Rules of Criminal Procedure, or any other federal rule,  
20 that the statements or any evidence derived from the statements  
21 should be suppressed or are inadmissible.

22 COURT AND PROBATION OFFICE NOT PARTIES

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





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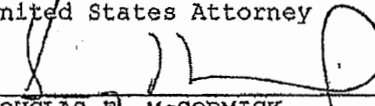
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

26. 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

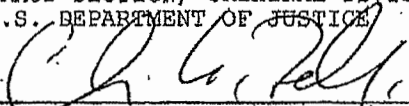
UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

ANDRÉ BIROTTE JR.  
United States Attorney

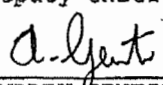
  
DOUGLAS F. McCORMICK  
Assistant United States Attorney

May 23, 2012  
Date

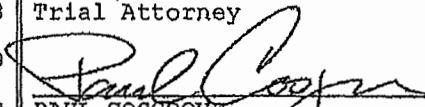
FRAUD SECTION, CRIMINAL DIVISION  
U.S. DEPARTMENT OF JUSTICE

  
CHARLES G. LA BELLA  
Deputy Chief

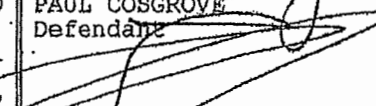
May 23, 2012  
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ANDREW GENTIN  
Trial Attorney

May 24, 2012  
Date

  
PAUL COSGROVE  
Defendant

5/23/12  
Date

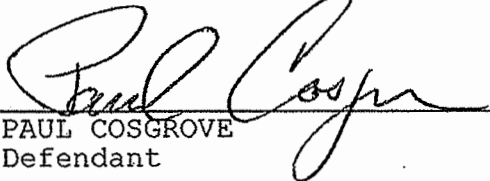
  
THOMAS H. BIENERT, JR.  
Attorney for Defendant  
PAUL COSGROVE

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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.

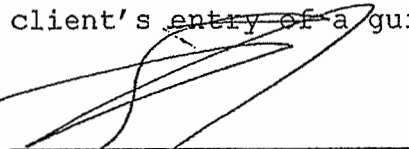
  
\_\_\_\_\_  
PAUL COSGROVE  
Defendant

5/23/12  
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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am PAUL COSGROVE'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 pleas pursuant to this agreement.

  
\_\_\_\_\_  
THOMAS H. BIENERT, JR.  
Attorney for Defendant  
PAUL COSGROVE

5/23/12  
Date