

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA

CRIMINAL NO. 3:12CR223 (WWE)

v.

VIOLATION:

DAVID ROTHSCHILD

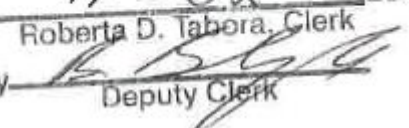
18 U.S.C. § 371 (Conspiracy)

INFORMATION

The United States charges:

COUNT ONE
(Conspiracy)

United States District Court
District of Connecticut
FILED AT BRIDGEPORT

11 - 02 - 2012
Roberta D. Tabera, Clerk
By  Deputy Clerk

At all times relevant to this Information, unless otherwise specified:

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1, *et seq.* (“FCPA”), was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons and entities to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign government official for the purpose of assisting in obtaining or retaining business for, or directing business to, any person.

2. “Parent Company,” a company whose identity is known to the United States, was headquartered in France. Parent Company was in the business of providing power generation and transportation related services around the world. Parent Company had sales of approximately €17 billion annually and employed approximately 75,000 employees in over seventy countries. Shares of Parent Company’s stock were listed on the New York Stock Exchange until August 2004.

3. “Power Company Connecticut,” a company whose identity is known to the United States, was headquartered in Windsor, Connecticut, incorporated in Delaware, and thus a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B). Power Company Connecticut was in the business of providing power generation related services around the world. Power Company Connecticut was an indirect subsidiary of Parent Company.

4. “Power Company Switzerland,” a company whose identity is known to the United States, was headquartered in Switzerland. Power Company Switzerland was in the business of providing power generation related services around the world. Power Company Switzerland was an indirect subsidiary of Parent Company.

5. “Power Company Indonesia,” a company whose identity is known to the United States, was headquartered in Indonesia. Power Company Indonesia was in the business of providing power generation related services in Indonesia. Power Company Indonesia was an indirect subsidiary of Parent Company.

6. Reflecting the close relationship between them, Parent Company, Power Company Connecticut, Power Company Switzerland, and Power Company Indonesia at times were referred to interchangeably and collectively simply as “Power Company” without distinction.

7. “Consortium Partner,” a trading company whose identity is known to the United States, was headquartered in Japan, incorporated in Japan, and in the business of providing power generation related services around the world, among other services. Consortium Partner acted as the partner of Parent Company, Power Company Connecticut, Power Company

Switzerland, and Power Company Indonesia in the bidding and carrying out of the Tarahan Project in Indonesia.

8. The Tarahan Project (sometimes referred to simply as “Tarahan”) was a project to provide power-related services to the citizens of Indonesia that was bid and contracted through Indonesia’s state-owned and state-controlled electricity company. Parent Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, and Consortium Partner were involved in the bidding for and were ultimately awarded the Tarahan Project contract.

9. The defendant DAVID ROTHSCHILD (“ROTHSCHILD”) was a vice president of regional sales at Power Company Connecticut. ROTHSCHILD was a citizen of the United States and a resident of Massachusetts. Thus, ROTHSCHILD was a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A), and an employee and agent of a domestic concern, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). ROTHSCHILD’s responsibilities at Power Company Connecticut included obtaining contracts with new customers and retaining contracts with existing customers in various countries, including the Tarahan Project in Indonesia.

10. “Executive A,” an individual whose identity is known to the United States, was a Senior Vice President for the Asia region at Parent Company. Executive A’s responsibilities at Parent Company included oversight of Parent Company’s and Parent Company’s subsidiaries’ efforts to obtain contracts with new customers and to retain contracts with existing customers in Asia, including the Tarahan Project in Indonesia.

11. “Executive B,” an individual whose identity is known to the United States, held executive level positions at Power Company Connecticut and Parent Company, including Vice

President of Global Sales. Executive B's responsibilities at Power Company Connecticut included oversight of Power Company Connecticut's efforts to obtain contracts with new customers and to retain contracts with existing customers around the world, including the Tarahan Project in Indonesia.

12. "Employee A," an individual whose identity is known to the United States, was a vice president of regional sales at Power Company Connecticut. Employee A's responsibilities at Power Company Connecticut included obtaining contracts with new customers and retaining contracts with existing customers in various countries, including the Tarahan Project in Indonesia.

13. "Employee B," an individual whose identity is known to the United States, was the General Manager of Power Company Indonesia. Employee B's responsibilities at Power Company Indonesia included obtaining contracts with new customers and retaining contracts with existing customers in Indonesia, including the Tarahan Project in Indonesia.

14. "Employee C," an individual whose identity is known to the United States, was a director of sales at Power Company Indonesia. Employee C's responsibilities at Power Company Indonesia included obtaining contracts with new customers and retaining contracts with existing customers in Indonesia, including the Tarahan Project in Indonesia.

15. "Consultant A," an individual whose identity is known to the United States, was a consultant who purportedly provided consulting related services on behalf of Parent Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, and Consortium Partner in connection with the Tarahan Project in Indonesia.

16. "Consultant B," an individual whose identity is known to the United States, was a consultant who purportedly provided consulting related services on behalf of Parent Company,

Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, and Consortium Partner in connection with the Tarahan Project in Indonesia.

17. Perusahaan Listrik Negara (“PLN”) was the state-owned and state-controlled electricity company in Indonesia and an “agency” and “instrumentality” of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Sections 78dd-2(h)(2) and 78dd-3(f)(2). PLN was responsible for sourcing the Tarahan Project.

18. “Official 1,” an individual whose identity is known to the United States, was a member of Parliament in Indonesia and had influence over the award of contracts by PLN, including on the Tarahan Project. Official 1 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-2(h)(2) and 78dd-3(f)(2).

19. “Official 2,” an individual whose identity is known to the United States, was a high-ranking official at PLN and had broad decision-making authority and influence over the award of contracts by PLN, including on the Tarahan Project. Official 2 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-2(h)(2) and 78dd-3(f)(2).

20. “Official 3,” an individual whose identity is known to the United States, was an official at PLN and was a high-ranking member of the evaluation committee for the Tarahan Project. Official 3 had broad decision-making authority and influence over the award of the Tarahan contract. Official 3 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-2(h)(2) and 78dd-3(f)(2).

The Conspiracy

21. From in or around 2002, and continuing through in or around 2009, in the District of Connecticut, and elsewhere, ROTHSCHILD did willfully, that is, with the intent to further the

objects of the conspiracy, and knowingly conspire, confederate and agree with Parent Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, Consortium Partner, Executive A, Executive B, Employee A, Employee B, Employee C, Consultant A, Consultant B, and others known and unknown, to commit offenses against the United States, that is, being a domestic concern and an employee and agent of Power Company Connecticut, a domestic concern, 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, 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 and had been 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 or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist ROTHSCHILD, Parent Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, Consortium Partner, Executive A, Executive B, Employee A, Employee B, Employee C, Consultant A, Consultant B, and others in obtaining and retaining business for and with, and directing business to, Parent Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, Consortium Partner, and others, in violation of Title 15, United States Code, Sections 78dd-2(a) and 78dd-3(a).

Purpose of the Conspiracy

22. The purpose of the conspiracy was to make corrupt payments to a member of Parliament in Indonesia, officials at PLN, and others in order to obtain and retain business related to the Tarahan Project.

Manner and Means of the Conspiracy

23. The manner and means by which ROTHSCHILD and his co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following:

24. ROTHSCHILD, together with others, while in Connecticut and elsewhere, would and did discuss in person, via telephone and via electronic mail (“e-mail”) the need to obtain the contract to perform power-related services on the Tarahan Project.

25. ROTHSCHILD, together with others, while in Connecticut and elsewhere, would and did discuss in person, via telephone and via e-mail making bribe payments to government officials in Indonesia, including Official 1, Official 2, and Official 3, among others, in order to obtain the Tarahan Project contract.

26. ROTHSCHILD, together with others, while in Connecticut and elsewhere, would and did offer to pay, promise to pay and authorize the payment of bribes, directly and indirectly, to and for the benefit of government officials in Indonesia, including Official 1, Official 2, and Official 3, in order to obtain the Tarahan Project contract.

27. ROTHSCHILD, together with others, while in Connecticut and elsewhere, would and did discuss in person, via telephone and via e-mail with Executive A, Executive B, Employee A, Employee B, and Employee C, the manner and means by which the bribe payments were to be paid.

28. ROTHSCHILD, together with others, while in Connecticut and elsewhere, would and did attempt to conceal the payments to foreign officials by entering into consulting agreements with Consultant A and Consultant B in order to disguise the bribe payments to the foreign officials, including Official 1, Official 2, and Official 3.

29. ROTHSCHILD, together with others, while in Connecticut and elsewhere, would and did cause to be wired certain bribe payments from the bank accounts of Power Company Connecticut, Power Company Switzerland, and Consortium Partner to the bank accounts of Consultant A and Consultant B for the purpose of making payments to foreign officials, including Official 1, Official 2, and Official 3, in exchange for the officials' assistance in securing the Tarahan Project contract.

Overt Acts

30. In furtherance of the conspiracy and to achieve the objects thereof, at least one of the co-conspirators committed or caused to be committed, in the District of Connecticut, and elsewhere, at least one of the following overt acts, among others:

31. On or about February 27, 2002, Employee C sent an e-mail to ROTHSCHILD, stating, "Approaching [Official 1] still in the stages to motivate him to be in our loop, if he was able to meet [Official 2] last week end [sic] just matter of introducing of himself that he will be as our sponsor. We will identify when he will be seriously [sic] to meet [Official 2] to specific discussion for Tarahan, before it happen we should provide him more detail info regarding [a competitor of Power Company]."

32. On or about June 14, 2002, ROTHSCHILD sent an e-mail to Employee C, copying Employee B, with the subject line reading the first name of Official 1, and stating, "Pls

start the paper work for using [Official 1's] representative company to assist in the BD [business development] effort. If you need help with this let me know soon.”

33. On or about August 8, 2002, Employee C sent an e-mail to ROTHSCHILD, to which he attached a document that explained, among other things, Official 1 was a “[k]ey legislator” and “Vice chairman of [the] Parliament commission 8 dedicated for Power & Energy” who had “[e]asy direct access personally to PLN Board” and who could exert “direct influence to PLN ([Official 2] and [another official])” and “utilize his comission [sic] 8 forum to influence PLN Board” and Ministries.

34. On or about August 22, 2002, Employee B sent an e-mail to ROTHSCHILD, Executive A, and Executive B, stating, “Referring to our discussion of 8-August-2002, it is now 2 weeks away from the tender submission date. Your position concerning the representation is urgently needed. Currently, we are working with [Official 2] and [Official 3] in PLN on our ‘competition’, nevertheless, we would need a stronger push now. Appreciate your decision a.s.a.p.”

35. On or about August 26, 2002, ROTHSCHILD forwarded to Employee A and another employee of Power Company Connecticut an e-mail that ROTHSCHILD had sent to employees of Consortium Partner discussing that Employee A would be replacing ROTHSCHILD on the Tarahan Project, in which ROTHSCHILD stated, “Please rest assured that [Power Company] still considers this project most important and is pursuing it most aggressively.... I have brefed [sic] [Employee A] on the specific Tarahan issues, the bidding history, arrangement with [Consortium Partner and Power Company Indonesia], and also the arrangement with [Official 1]. Please feel confident in discussing these with [Employee A].”

36. On or about August 28, 2002, Executive B responded to the e-mail from Employee B referenced in Paragraph 34 and stated, "Please go ahead and finalise the consultancy agreement. Please send me the key data so that I can approve it officially."

37. On or about August 28, 2002, ROTHSCHILD sent an e-mail to Executive B, Employee A, Employee B, and Employee C, in response to Executive B's e-mail referenced in Paragraph 36 and stated, "Regarding [Executive B's] below message, Pls do not finalize anything yet with the Rep. I spoke with [Executive B] right after he sent the note and we have concerns about 1) politician vs. businessman, 2) upfront expenses, 3) right person vs. another choice.... We would like to discuss with you on Friday evening Jkt time."

38. In or around late 2002, Parent Company, Power Company Connecticut, Power Company Switzerland, and Power Company Indonesia retained Consultant A, agreeing to pay Consultant A three percent of the Tarahan Project contract value as a commission, which was memorialized in a consulting agreement in or around early 2003.

39. On or about April 17, 2003, Consultant A sent an email to ROTHSCHILD, Executive B, and Employee A, stating, "I can get [Official 2] to Europe in the second half of June. Please make sure you have adequate funding to really take care of them. He will be coming with his wife and so would [Official 1]. If you can not afford it, i will just drop the subject.... I need a firm response from you by next wednesday [sic] so when [Official 2] comes I meet everyone and formally invite them."

40. In or around October 2003, Executive A, Executive B, and other employees of Power Company and Consortium Partner told Consultant A at a meeting in Indonesia that: (i) they were going to retain another consultant to pay bribes to officials at PLN in connection with the Tarahan Project; (ii) Consultant A needed to pay bribes only to Official 1; and (iii)

Consultant A's commission, therefore, would be cut from three percent of the total value of the contract to one percent.

41. In or around October 2003, Parent Company, Power Company Connecticut, Power Company Switzerland, and Power Company Indonesia sent an amended consulting agreement to Consultant A in connection with the Tarahan Project reflecting the reduced commission rate of one percent.

42. In or around April 2004, Parent Company, Power Company Connecticut, Power Company Switzerland, Power Company Indonesia, and Consortium Partner entered into a consulting agreement with Consultant B in connection with the Tarahan Project.

43. On or about November 16, 2005, Power Company Connecticut wire transferred \$200,064 from its bank account to the bank account of Consultant A in Maryland.

44. On or about January 4, 2006, Power Company Connecticut wire transferred \$200,064 from its bank account to the bank account of Consultant A in Maryland.

45. On or about March 7, 2007, Power Company Connecticut wire transferred \$200,064 from its bank account to the bank account of Consultant A in Maryland.

46. On or about October 5, 2009, Power Company Connecticut wire transferred \$66,688 from its bank account to the bank account of Consultant A in Maryland.

All in violation of Title 18, United States Code, Section 371.

UNITED STATES OF AMERICA



DAVID B. FEIN
UNITED STATES ATTORNEY
DISTRICT OF CONNECTICUT



DENIS J. McINERNEY
CHIEF, FRAUD SECTION
CRIMINAL DIVISION
U.S. DEPARTMENT OF JUSTICE



DAVID E. NOVICK
ASSISTANT U.S. ATTORNEY



DANIEL S. KAHN
TRIAL ATTORNEY