

15 U.S.C. § 78dd-1(a). By virtue of its status as an issuer within the meaning of the FCPA, AB Volvo was required to make and keep books, records, and accounts which, in reasonable detail, accurately and fairly reflected the transactions and disposition of assets of AB Volvo and its subsidiaries, including those of Renault Trucks, which were incorporated into the books of AB Volvo.

4. "Employee A," a French citizen, was employed as a Renault Trucks office manager in Baghdad.

5. "Employee B," a French citizen, was employed as the Renault Trucks Area Manager for Iraq and Jordan.

6. "Employee C," a French citizen, was employed as a Renault Trucks Commercial Assistant for the Middle East.

7. "Company X" was a Swiss "bodybuilder," a company that outfitted the chassis and cabs produced by Renault Trucks and helped tailor the trucks to the buyer's specifications.

The United Nations Oil for Food Program

8. On or about August 6, 1990, days after Iraq's invasion of Kuwait, the United Nations ("U.N.") adopted Security Council Resolution 661, which prohibited U.N. member-states from transacting business with Iraq, except for the purchase and sale of humanitarian supplies. Resolution 661 prohibited virtually all direct financial transactions with the government of Iraq.

9. On or about April 15, 1995, the U.N. adopted Security Council Resolution 986, which served as a limited exception to the Iraq sanctions regime in that it allowed Iraq to sell its oil. However, Resolution 986 required that the proceeds from oil sales be used by the Iraqi government to purchase humanitarian supplies, including but not limited to food, for the

Iraqi people. Hence, this program became known as the Oil for Food Program ("OFFP").

Payments made to the Iraqi government which were not approved by the U.N. and which were outside the strict contours of the OFFP were prohibited.

10. The rules of the OFFP required that the proceeds from all sales of Iraqi oil be deposited into a U.N.-controlled escrow account at the New York branch of Banque Nationale de Paris ("BNP-Paribas"). That escrow account funded the purchase of humanitarian goods by the Iraqi government.

11. Under the rules of the OFFP, a supplier of humanitarian goods contracted with a ministry or other department of the Iraqi government to sell goods to the government. Once that contract was finalized, the contract was submitted to a U.N. Committee ("the 661 Committee") which reviewed the contracts to ensure that their terms complied with all U.N. OFFP and Iraqi sanction regulations. The 661 Committee accepted the contracts, rejected them or asked the supplier to provide additional information upon which the committee could make a decision.

12. If a contract was approved by the 661 Committee, a letter of credit was issued by the New York branch of BNP-Paribas to the supplier's bank stating that the supplier would be paid by the OFFP for the relevant goods once certain conditions were met, including delivery of the goods to Iraq and inspection of the goods by a U.N. contractor. Once those conditions were deemed by the U.N. to have been met, the U.N. would direct BNP-Paribas to release payment to the supplier.

13. On or about December 10, 1996, the first Iraqi oil exports under the U.N. OFFP began. The OFFP continued from in or about December 1996 until the United States invasion of Iraq on or about March 19, 2003. From in or about December 1996 through March 2003, the United States government prohibited United States companies and individuals from engaging in

transactions with the government of Iraq, unless such transactions were authorized by the U.N. pursuant to the OFFP.

14. Beginning in approximately August 2000, the Iraqi government demanded that suppliers of humanitarian goods pay a kickback, usually valued at 10% of the contract price, to the Iraqi government in order to be awarded a contract by the government. These kickbacks violated U.N. OFFP regulations and U.N. sanctions which prohibited payments to the Iraqi government which were not expressly approved by the U.N. and which were not contemplated by the guidelines of the OFFP.

15. Often, these kickbacks were termed "after sales service fees" ("ASSFs"), but did not represent any actual service being performed by the supplier. These ASSFs were usually included in the contract price submitted by the supplier to the U.N. without disclosing to the U.N. that the contract contained an extra 10% which would be returned to the Iraqi government. Including the 10% in the contract price allowed the supplier to avoid paying the 10% out of its profits; instead, the suppliers caused the U.N., unknowingly, to fund the kickbacks to the Iraqi government.

16. Some suppliers labeled the ASSFs as such, thereby leading the U.N. to believe that actual after-sales services were being provided by the supplier. Other suppliers disguised the ASSFs by inserting fictitious line items into the contracts for goods or services that were not being provided. Still other suppliers simply inflated their contract prices by 10% to account for the payments they would make, or cause to be made, to the Iraqi government.

Renault Trucks' Kickback Scheme

17. From in or about November 2000 through in or about April 2003, Renault Trucks obtained approximately €61 million worth of contracts with various ministries of the government of the Republic of Iraq to supply several types of Renault Trucks vehicles and other equipment, pursuant to the OFFP. To obtain these contracts, Renault Trucks paid and agreed to pay approximately \$4.8 million in kickbacks to the government of Iraq.

18. In order to generate funds to pay the kickbacks to the Iraqi government, and to conceal those payments, Renault Trucks inflated the price of the contracts by approximately 10% before submitting them to the U.N. for approval.

19. After the U.N. approved the Renault Trucks contracts, BNP-Paribas issued letters of credit, via international wire communications, to banks used by Renault Trucks. These letters of credit authorized Renault Trucks to be paid the amount specified in the contracts, which included the 10% kickbacks to be paid to the Iraqi government.

20. In order to pay the 10% kickbacks to the Iraqi government, in some cases, Renault Trucks paid Company X and other bodybuilders inflated prices for their work. The bodybuilders, in turn, used the excess funds to pay the kickbacks to the Iraqi government on behalf of Renault Trucks.

**COUNT ONE
(Conspiracy)**

THE CONSPIRACY AND ITS OBJECTS

21. Paragraphs 1 through 20 of this Information are re-alleged and incorporated by reference as if set out in full.

22. From in or about November 2000 through in or about April 2003, within the territory of the United States and elsewhere, Renault Trucks, Employee A, Employee B,

Employee C, Company X, and others known and unknown, did unlawfully and knowingly combine, conspire, confederate, and agree together to commit the following offenses against the United States:

a. to knowingly devise, and intend to devise, a scheme and artifice to defraud the U.N. and the Oil-for-Food Program, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, through the use of interstate and foreign wire communications, in violation of Title 18, United States Code, Section 1343; and

b. to knowingly falsify, and cause to be falsified, books, records, and accounts required to, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of AB Volvo, an issuer within the meaning of the FCPA, in violation of Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5) and 78ff(a), and Title 18, United States Code, Section 2.

PURPOSE OF THE CONSPIRACY

23. The primary purpose of the conspiracy was to obtain and retain lucrative business with the Iraqi government through the payment of kickbacks to the Iraqi government which were concealed from the U.N. and portrayed as legitimate charges.

MANNER AND MEANS OF THE CONSPIRACY

24. To achieve the objects of the conspiracy, Renault Trucks and others used the following manner and means, among others:

a. It was part of the conspiracy that Renault Trucks agreed to pay kickbacks, and caused kickbacks to be paid, to the government of Iraq in exchange for being awarded contracts with the Iraqi government.

b. It was a further part of the conspiracy that Renault Trucks submitted contracts to the U.N. for approval which failed to disclose, and concealed, the fact that the prices of the contracts had been inflated by 10% in order to generate money to pay the kickbacks to the Iraqi government.

c. It was a further part of the conspiracy that, in some cases, Renault Trucks inflated the amount of money it paid to its bodybuilders and directed the bodybuilders to pass the extra money on to the Iraqi government.

d. It was a further part of the conspiracy that, in all other cases, other third parties paid the kickbacks to the Iraqi government.

e. It was a further part of the conspiracy that Renault Trucks caused the transmission of international wire communications to and from the United States: (i) to provide notice to the U.N. that Renault Trucks goods had been shipped to, and inspected in, Iraq and (ii) to transmit notice to a bank in France used by Renault Trucks that the U.N. was authorizing payments pursuant to the contracts.

f. It was a further part of the conspiracy that Renault Trucks falsely described, in its corporate books and records, the payments it made to bodybuilders which were then passed on to the Iraqi government as kickbacks.

OVERT ACTS

25. In furtherance of the conspiracy and to accomplish its unlawful objects, the following acts, among others, were committed within the territory of the United States and elsewhere.

a. From in or about November 2000 through in or about April 2003, Renault Trucks entered into, and performed, at least 17 separate contracts with various Iraqi ministries.

Contract 801294

b. On or about November 16, 2000, Employee A, on behalf of Renault Trucks, executed a contract, referenced by the U.N. as Contract 801294, with General Automobile and Machinery Company ("GAMCO"), a state-owned company which was a part of the Iraqi Ministry of Trade, to supply 60 Renault Trucks tractors with fuel tanker semi-trailers and spare parts for €7,420,038.73, which included an extra 10% to be used to pay a kickback to the Iraqi government.

c. On or about January 29, 2001, Employee B sent a facsimile to Company X attaching the specifications required for Contract 801294 and stating: "As far as the fees for the 'after-sales' are concerned, the amount is EUR 674,580."

d. On or about January 30, 2001, Company X sent a facsimile to Employee C confirming that Company X would supply the semi-trailers required for Contract 801294.

e. On or about October 18, 2001, Employee A sent GAMCO a letter informing GAMCO of the upcoming shipment of the first lot of tractors and semi-trailers and noting that the "After Sales Service" fee for these products was €674,580.

f. In or about October 2001, Renault Trucks caused Company X to pay the Iraqi government approximately €674,580 in kickbacks, falsely described as ASSFs, in connection with Contract 801294.

g. On or about October 26, 2001, Renault Trucks caused some of its products purchased pursuant to Contract 801294 to be delivered to Iraq, prompting a company based in Geneva, Switzerland, that provided commercial inspection services on behalf of the U.N. in Iraq ("the inspection company") to send a facsimile from Iraq to the U.N. in New York notifying the

U.N. that the products had been received and inspected upon entry into Iraq; this notification, in turn, triggered payment by the U.N. to Renault Trucks for Contract 801294.

h. On or about November 3, 2001, Employee A sent GAMCO a letter informing GAMCO of the upcoming shipment of the second lot of tractors and semi-trailers and again noted that the "After Sales Service" fee for these products was €674,580.

i. Continuing until May 16, 2002, Renault Trucks caused the remainder of its products purchased pursuant to Contract 801294 to be delivered to Iraq, prompting the inspection company to send several facsimiles from Iraq to the U.N. in New York notifying the U.N. that the products had been received and inspected upon entry into Iraq; these notifications, in turn, triggered further payments by the U.N. to Renault Trucks for Contract 801294.

Sixteen Additional Contracts

j. In addition to Contract 801294, between in or about November 2000 and in or about July 2001, Renault Trucks entered into at least 16 other contracts with the Iraqi government in return for which Renault Trucks caused its bodybuilders and others to pay kickbacks to the Iraqi government on behalf of Renault Trucks. Renault Trucks' execution of each of these contracts was a separate overt act in furtherance of the conspiracy. The total value of the kickbacks paid to the Iraqi government in connection with these 16 contracts was approximately \$4.19 million. Each kickback payment, comprising this total amount, was a separate overt act in furtherance of the conspiracy. These contracts were executed, and the kickback payments were made, on or about the dates specified below:

Contract Number	Date of Execution	Buyer	Contract Value	Items Purchased	Kickback Paid
801190	November 16, 2000	GAMCO	€ 22,137,894.83	290 Renault Trucks truck tractors with spare parts	\$1,708,171
801192	November 16, 2000	GAMCO	€ 9,769,784.24	100 tipper trucks with spare parts	\$753,841
801295	November 16, 2000	GAMCO	€ 7,027,295.51	100 Renault Trucks trucks for cargo	\$542,230
801188	November 16, 2000	GAMCO	€ 2,243,226.09	12 Renault Trucks vehicles with recovery equipment and spare parts	\$173,088
801283	November 16, 2000	GAMCO	€ 533,949.03	13 Renault cargo trucks trucks and spare parts	\$41,200
801502	December 2000	GAMCO	€ 876,868.56	10 Renault trucks with cranes and spare parts	\$70,337
801501	December 7, 2000	GAMCO	€ 3,544,783.50	40 Renault Trucks vehicles with cranes and spare parts	\$284,341
801905	December 14, 2000	Ministry of Higher Education and Scientific Research	€ 677,557.11	7 Renault water tankers and spare parts	\$53,444
802342	February 27, 2001	State Company of Baghdad Electricity Distribution, Commission of Electricity	€ 1,481,040.00	8 drinking water tankers and 8 fuel tankers with spare parts	\$121,507
1000465	April 12, 2001	GAMCO	€ 3,324,897.38	50 Renault truck chassis with cargo body and spare parts	\$253,036
900947	April 21, 2001	State Company of Iraqi Airways, Ministry of Transport and Communication	€ 211,060	4 Renault Trucks lightening vehicles with spare parts	\$17,150

Contract Number	Date of Execution	Buyer	Contract Value	Items Purchased	Kickback Paid
900948	April 21, 2001	State Company of Iraqi Airways, Ministry of Transport and Communication	€ 354,401	4 Renault Trucks garbage collection vehicles with spare parts	\$28,797
900949	April 21, 2001	State Company of Iraqi Airways, Ministry of Transport and Communication	€ 579,006.00	4 Renault Trucks aerial platform vehicles with spare parts	\$47,048
930319	June 1, 2001	Economics and Finance Department of the Ministry of Oil	€ 309,276.24	Spare parts for Renault trucks	\$23,603
830591	June 3, 2001	Economics and Finance Department of the Ministry of Oil	€ 557,625.20	Spare parts for various types of truck tractors	\$42,556
930506	July 26, 2001	Economics and Finance Department of the Ministry of Oil	€ 330,258	Spare parts for vehicles and equipment	\$26,158

Books and Records

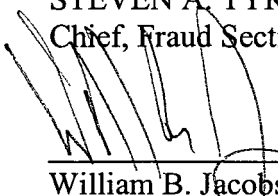
k. From in or about 2000 through in or about 2003, Renault Trucks mischaracterized its payments of kickbacks to the Iraqi government on its books and records as payments to bodybuilders when Renault Trucks was aware that a substantial portion of the money it had paid to the bodybuilders was being passed on to the Iraqi government in exchange for being awarded contracts with the Iraqi government.

1. At the end of AB Volvo's fiscal year, in 2001 and 2002, the books and records of Renault Trucks, including those containing false characterizations of the payments given to the Iraqi government, were incorporated into the books of AB Volvo for purposes of preparing AB Volvo's year-end financial statements.

(All in violation of Title 18 U.S.C. §371).

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