

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA

CRIMINAL NO. 3:19CR 150 (JBA)

v.

VIOLATION:

LARRY E. PUCKETT

18 U.S.C. § 371 (Conspiracy)

INFORMATION

The United States charges:

COUNT ONE  
(Conspiracy)

At all times relevant, 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 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.

The Defendant and His Co-Conspirators

2. Alstom S.A. (“Alstom”), which has been charged separately, was headquartered in France. Alstom was in the business of providing power generation and transportation related services around the world, including Indonesia. Alstom had direct and indirect subsidiaries in various countries around the world, including a subsidiary in Connecticut, Alstom Power, Inc. (“Alstom Power US”), which has been charged separately; a subsidiary in Indonesia known as PT Energy Systems Indonesia (“Alstom Indonesia”); and a subsidiary in Switzerland known as Alstom Network Schweiz AG, formerly known as Alstom Prom AG (“Alstom PROM”), which

has been charged separately. Alstom Power US 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). Through its subsidiaries, including Alstom US, Alstom bid on projects to secure contracts to perform power-related and transportation-related services, including for state-owned entities.

3. Marubeni Corporation (“Marubeni”), which has been charged separately, was a trading company headquartered in Japan that did business around the world, including in Indonesia. Marubeni Power Systems Corporation (“MPSC”) was a wholly owned subsidiary of Marubeni that shared its offices with Marubeni and acted as an agent on Marubeni’s behalf.

4. The Tarahan Project (or “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, Perusahaan Listrik Negara (“PLN”).

5. Alstom, through its subsidiaries, including Alstom Power US, Alstom Indonesia, and Alstom Prom, partnered with Marubeni (together, the “Consortium”) to bid on and secure the Tarahan Project.

6. The defendant, LARRY E. PUCKETT (“PUCKETT”), was employed by Alstom Power US as a regional sales manager during the relevant time period. Thus, PUCKETT was a “domestic concern” 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). PUCKETT was involved in sales efforts related to the Tarahan Project during part of 2003.

7. Lawrence Hoskins (“Hoskins”), who has been charged separately, was an Alstom Senior Vice President for the Asia region in Alstom’s International Network. HOSKINS performed functions and support services for and on behalf of various other Alstom subsidiaries,

including Alstom Power US, and including the oversight of the hiring of consultants in connection with Alstom's and Alstom's subsidiaries' efforts to obtain contracts with new customers and to retain contracts with existing customers in Asia. Among other things, HOSKINS was one of the people responsible for approving the selection of and authorizing payments to consultants, knowing that a portion of the payments to the consultants was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Alstom Power US and its other Consortium partners. Thus, Hoskins was an agent of a "domestic concern," Alstom Power US, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

8. William Pomponi ("Pomponi"), who has been charged separately, was a Vice President of Regional Sales at Alstom Power US and a U.S. citizen. Thus, Pomponi was a "domestic concern" 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). Pomponi's responsibilities at Alstom Power US included obtaining contracts with new customers and retaining contracts with existing customers in various countries, including obtaining and retaining the contract for the Tarahan Project from PLN in Indonesia. Pomponi was one of the people responsible for approving the actions of, and authorizing payments to, consultants knowing that a portion of the payments to those consultants was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Alstom Power US and its Consortium partners.

9. Frederic Pierucci ("Pierucci"), who has been charged separately, held executive level positions at Alstom, including Vice President of Boiler Global Sales. During the relevant time period, Pierucci was assigned to Alstom Power US and was a U.S. resident. Pierucci's

responsibilities included oversight of Alstom Power US's efforts to obtain contracts with new customers and to retain contracts with existing customers around the world, including obtaining and retaining the contract for the Tarahan Project from PLN in Indonesia. Pierucci was one of the people responsible for approving the selection of, and authorizing payments to, consultants, knowing that a portion of the payments to the consultants was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to Alstom Power US and its Consortium partners.

10. "Alstom Indonesia Executive A" and "Alstom Indonesia Executive B," whose identities are known to the United States, were both high-level executives at Alstom Indonesia. Their responsibilities included assisting other Alstom entities' efforts to obtain contracts with new customers and to retain contracts with existing customers in Indonesia, including assisting Alstom Power US to obtain power projects in Indonesia. Both were among the people responsible for retaining Consultants A and B, knowing that a portion of the payments to Consultants A and B was intended for Indonesian officials in exchange for their influence and assistance in awarding the Tarahan Project contract to the Consortium.

11. "Marubeni Employee A," an individual whose identity is known to the United States, was a senior manager at MPSC. Marubeni Employee A's responsibilities at MPSC included obtaining contracts with new customers and retaining contracts with existing customers on behalf and for the benefit of Marubeni in various countries, including obtaining and retaining the contract for the Tarahan Project from PLN in Indonesia. Marubeni Employee A was one of the people responsible for retaining consultants on behalf of Marubeni, knowing that a portion of the payments to those consultants was intended for Indonesian officials in exchange for their

influence and assistance in awarding the Tarahan Project contract to the Consortium. In this capacity, Marubeni Employee A was acting as an agent of Marubeni.

12. “Consultant A,” whose identity is known to the United States, was a consultant retained by Alstom Power US and Marubeni for the purpose of paying bribes to Indonesian government officials, including Official 1 and Official 2, in connection with the bidding of the Tarahan Project. “Consultant B,” whose identity is known to the United States, was a consultant retained by Alstom Power US and Marubeni for the purpose of paying bribes to officials at PLN, including Official 2 and Official 3, in connection with Tarahan.

#### The Foreign Officials

13. PLN, the state owned and controlled electricity company in Indonesia, was 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).

14. “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.

15. “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.

16. “Official 3,” an individual whose identity is known to the United States, was an official at PLN and 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.

17. Official 1, Official 2, and Official 3 were each a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1), 78dd-2(h)(2), and 78dd-3(f)(2).

The Conspiracy

18. From in or around 2002, and continuing through in or around 2009, in the District of Connecticut, and elsewhere, PUCKETT did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly conspire, confederate and agree with others known and unknown to the United States, to commit offenses against the United States, that is, as a domestic concern, and as an agent and employee of a domestic concern, and together with domestic concerns and officers, directors, employees, and agents of domestic concerns, and with others known and unknown, 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 the domestic concerns in obtaining and retaining business for and with, and directing business to, the Consortium, and others, in violation of Title 15, United States Code, Section 78dd-2(a).

Purpose of the Conspiracy

19. The purpose of the conspiracy was to make corrupt payments to Indonesian officials in order to obtain and retain contracts to perform power-related services for PLN, including the Tarahan Project contract.

Manner and Means of the Conspiracy

20. The manner and means by which PUCKETT and his co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following while in the District of Connecticut and elsewhere:

21. PUCKETT, together with others, discussed 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.

22. PUCKETT, together with others, discussed in person, via telephone, and via e-mail making bribe payments to government officials in Indonesia in order to obtain the Tarahan Project contract.

23. PUCKETT, together with others, attempted 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, among others.

Overt Acts

24. 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:<sup>1</sup>

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<sup>1</sup> All quotations are as drafted.

25. On or about September 4, 2003, Pomponi sent an e-mail to two Alstom employees, copying PUCKETT, Pierucci, Alstom Indonesia Executive B, and another Alstom employee, with the subject "Update from Larry [PUCKETT] – Thursday 9/4," stating, "[Alstom's competitor on the Tarahan Project] is crying foul to the corrected letter of 8/19....Larry doing the needed to sustain the attack. Marubeni is being told fix this since you screwed it up originally!!!!...Friends possibly slowly losing energy-politics will explain later. We need and will engage political support through [Consultant A]."

26. On or about September 16, 2003, Marubeni Employee A sent an e-mail to Pierucci, copying PUCKETT, Pomponi, Alstom Indonesia Executive A, Alstom Indonesia Executive B, and other employees of Marubeni and Alstom Power US, stating that the PLN evaluation team had provided negative feedback and that, "Yesterday, before Mr. Pomponi's leaving, we had wrap up meeting among [Alstom Power US, Alstom Indonesia, Marubeni] and our agent. Most of attendee except [Marubeni], had considered the current movements are under well controllable. There were no actual clear evidence to prove our advantageous or our controllable situation at all."

27. On or about September 16, 2003, Pierucci forwarded the e-mail referenced in Paragraph 26 above to Pomponi and Consultant A, copying PUCKETT, Alstom Indonesia Executive A, Alstom Indonesia Executive B, and other employees of Alstom, and stated, "When we spoke on Friday , you both told me that everything was under control in the evaluation . . . . Now, if the infos below are correct, we are not only evaluated number 2 but by a huge margin (almost \$40M!!!!!!!!!!!!!!!!!!!!) HOW CAN THAT BE?? I thought we were controlling what was happening in Palembang?????? Please check asap if teh below infos are correct and give me by tomorrow a plan to recover this. WE CAN NOT LOOSE THIS PROJECT!"



28. On or about September 18, 2003, Alstom Indonesia Executive A forwarded an e-mail to Pierucci, blind copying PUCKETT and Alstom Indonesia Executive B, stating, "Following is [the Alstom Indonesia Executive's] report from the meeting last night....Sine the report contains sensitive information please handle accordingly." The forwarded e-mail stated, "PLN has expressed their concerns over our 'agent'. They did not like the approach made by the agent. More importantly, they concern whether they can trust on the agent or not in regards to 'rewards' issue. They concern that if we have won the job, whether their rewards will still be satisfactory or this agent only give them pocket money and disappear. Nothing has been shown by the agent that the agent is willing to spend money....As things still changes (until the contract signed), if we are not careful, PLN personnel can take negative actions against us to secure their 'personal interest'. During the discussion, Marubeni questioned why we knew many things when the issues were already on the table, not when they were still preliminary. I also see that our friends are not interested to give details, I think we need to establish other contacts."

29. On or about September 18, 2003, Alstom Indonesia Executive A forwarded the same e-mail referenced in Paragraph 53 to Hoskins, stating, "Below are [the Alstom Indonesia Executive's] report from meeting he had with Marubeni and PLN last night. As you will notice we have a serious agent problem (as predicted earlier). I have alert and discuss this issue with Fred many times but it seems Windsor will or can not make any changes. I have sent this report to Fred separately. For the time being I kindly request you not to discuss it with Fred. I will try to call you and seek your advise on how we can improve the situation."

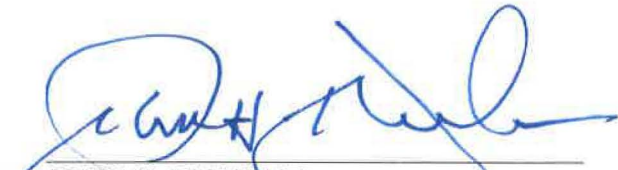
30. On or about September 25, 2003, PUCKETT sent an e-mail to Pierucci and Pomponi, copying Hoskins and another Alstom employee, stating, "Last evening 9/24/03, [three Marubeni employees] asked to alert with Alstom's [Alstom Indonesia Executive A, Alstom

Indonesia Executive B] & L. Puckett. The subject of discussion was the increasingly negative direction of the project's evaluation...coupled with the recent information that the key (Eddie W.) to the project's success is not pleased with our agent's commitment and actions taken this far....Marubeni made clear their position that the consortium should take immediate measures to terminate our agreement with [Consultant A], negotiate and settlement and engage a new representative to turn the situation around....Suffice to say, our consortium partner is very anxiously awaiting confirmation of Jakarta arrival of Fred [Pierucci], Lawrence [Hoskins] and Bill Pomponi and a plan of action including clear instructions and deliverables of [Consultant A]."

31. On or about September 25, 2003, Marubeni Employee A sent an e-mail to PUCKETT, Pomponi, Pierucci, Alstom Indonesia Executive A, and Alstom Indonesia Executive B, copying other employees from Marubeni, stating, "As you can understand, unfortunately our agent almost did not execute his function at all, so far. In case we don't take immediate action now now, we don't have any chance to get this project forever. We shall not wait for coming of decision maker any more. Please direct your opinion to your Representative today."


32. In or around September or October 2003, Hoskins, Pierucci, Marubeni Employee A, and other employees of the Consortium 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.

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




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