

**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

<b>UNITED STATES OF AMERICA ,</b>	:	
	:	<b>Cr. No. _____</b>
<b>Plaintiff,</b>	:	
v.	:	<b>(Conspiracy, 18 U.S.C. § 371)</b>
	:	
	:	
<b>SIEMENS S.A. (VENEZUELA),</b>	:	
	:	
<b>Defendant</b>	:	
	:	

**INFORMATION**

The United States Attorney and the Department of Justice, Criminal Division, Fraud Section charge, at all times relevant to this Information, or at the dates and times indicated:

**INTRODUCTORY ALLEGATIONS**

**THE FOREIGN CORRUPT PRACTICES ACT**

1. The Foreign Corrupt Practices Act of 1977 (hereinafter, the “FCPA”), as amended, 15 U.S.C. §§ 78dd-1 *et seq.*, prohibited certain classes of persons and entities from making payments to foreign government officials to obtain or retain business. Specifically, the FCPA prohibited any person other than an issuer or domestic concern, while in the territory of the United States, from making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of money or anything of value to any person, while knowing that all or a portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to a foreign official for the purpose of obtaining or retaining business for, or directing business to, any person or securing any improper advantage. 15 U.S.C. § 78dd-3(a). Furthermore, the FCPA

required issuers to make and keep books, records, and accounts that accurately and fairly reflect transactions and disposition of the company's assets and prohibited the knowing falsification of an issuer's books, records, or accounts. 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

SIEMENS VENEZUELA AND OTHER RELEVANT ENTITIES AND INDIVIDUALS

2. Defendant SIEMENS S.A. (VENEZUELA) ("SIEMENS VENEZUELA"), headquartered in Caracas, Venezuela, was a wholly owned subsidiary of Siemens Aktiengesellschaft ("Siemens"), a corporation organized under the laws of Germany with its principal offices in Berlin and Munich, Germany. Through its operating groups, subsidiaries, officers, directors, employees, and agents, Siemens was engaged in a variety of business activities for, among others, national, state, and municipal governments. This included, among other things, developing, constructing, selling, and servicing telecommunications equipment and systems; power generation, transmission, and distribution equipment and systems; transportation equipment and systems; medical equipment and systems; and industrial and traffic equipment and systems. SIEMENS VENEZUELA was a regional company that contracted for and managed projects relating to all Siemens operating groups. Starting in or before 1997, SIEMENS VENEZUELA was involved in a mass transit project in and around the City of Maracaibo, Venezuela, known as Metro Maracaibo ("MetroMara") and a mass transit project in and around the City of Valencia, Venezuela, known as Metro Valencia ("ValMetro"). SIEMENS VENEZUELA was a "person other than an issuer or a domestic concern" within the meaning of the FCPA. 15 U.S.C. § 78dd-3.

3. As of March 12, 2001, Siemens was listed on the New York Stock Exchange ("NYSE") and was an "issuer" as that term is used in the FCPA. 15 U.S.C. § 78dd-1(a). By

virtue of its status as an issuer, Siemens was required to comply with the provisions of the FCPA, including the requirement to maintain accurate books, records, and accounts.

4. The Turnkey Division of Siemens Transportation Systems (“TSTK”), headquartered in Berlin, Germany, was a Siemens division within the Siemens Transportation Systems (“TS”) operating group that was responsible for the design, construction and service of fully-integrated transportation systems in various countries.

5. Siemens Transportation Systems, Inc., (“STS”), headquartered in Sacramento, California, was a wholly-owned subsidiary of Siemens responsible for the design, construction and service of mass transit systems primarily in North America and South America.

#### THE CO-CONSPIRATORS

6. “Officer A,” a Venezuelan citizen, who is named as a co-conspirator but not as a defendant herein, was the President of SIEMENS VENEZUELA from 1997 through 2006. Officer A was responsible for overseeing Siemens business activities in Venezuela and had extensive direct involvement in the MetroMara and ValMetro transportation projects.

7. “Agent A,” a Venezuelan citizen, who is named as a co-conspirator but not as a defendant herein, was a businessman who had extensive contacts with then current and former government officials in Venezuela. Agent A controlled four entities, three of which had offices in South Florida. These four entities purported to provide business consulting services, but in reality were used as conduits for bribe payments from SIEMENS VENEZUELA to government officials in connection with the MetroMara and ValMetro projects.

8. “Agent B” a German citizen, who is named as a co-conspirator but not as a defendant herein, was a businessman who had previously retired from Siemens as a manager in the Power Generation Group and who had been a consultant for Siemens.

9. “Consulting Firm A,” a rail engineering and consulting company with its headquarters in Norcross, Georgia, which is named as a co-conspirator but not as a defendant herein, acted as a conduit for bribe payments from SIEMENS VENEZUELA through entities controlled by Agent A to Venezuelan government officials in connection with the ValMetro project.

10. “Consulting Firm B,” a business consulting company based in Dubai, which is named as a co-conspirator but not as a defendant herein, acted at the direction of Agent B and others as a conduit for bribe payments from SIEMENS VENEZUELA to Venezuelan government officials in connection with the MetroMara project.

11. “Consulting Firm C,” a business consulting company based in Dubai, which is named as a co-conspirator but not as a defendant herein, acted at the direction of Agent B and others as a conduit for bribe payments from SIEMENS VENEZUELA to Venezuelan government officials in connection with the MetroMara project.

12. “Consulting Firm D,” a business consulting company based in Cyprus, which is named as a co-conspirator but not as a defendant herein, acted at the direction of Agent B and others as a conduit for bribe payments from SIEMENS VENEZUELA to Venezuelan government officials in connection with the ValMetro project.

*The Metro Valencia and Metro Maracaibo Projects*

13. In or about 1996, Siemens was awarded a contract to design and build a rail mass transit system in the City of Valencia, Venezuela. Due to the size, cost and complexity of the project, work was performed in several phases, each of which was governed by a contract between STS, Siemens or TSTK and the ValMetro authorities. The total estimated value of all the contracts was approximately \$240,000,000. Between 1997 and late 2004, primary

responsibility for design and construction work on the contracts rested with STS. After that point, TSTK was primarily responsible for such design and construction work. Defendant SIEMENS VENEZUELA was also responsible for overseeing and managing certain administrative aspects of the project, including the hiring and payment of business consultants, such as Agent A and his companies, Consulting Firm A, Agent B, and Consulting Firm D.

14. In 2000, the MetroMara authorities solicited bids for a contract to design and build a rail mass transit system in the city of Maracaibo, Venezuela. At that time, the City of Maracaibo held a 60 percent interest in MetroMara, and the State of Zulia held the remaining 40 percent interest. STS and other companies submitted bids for the contract. Prior to opening the bids, a dispute arose between the Mayor of Maracaibo, who favored the project, and the Governor of the State of Zulia, who opposed the project. In or about 2000, defendant SIEMENS VENEZUELA hired Agent A in connection with the dispute. Following that, the MetroMara board unanimously approved the project at a meeting that the representatives from the Governor's Office failed to attend. The total value for the contract and project was over \$100,000,000. As with the ValMetro project, STS was initially responsible for the design and construction work on the project, with TSTK taking over these duties in late 2004. Defendant SIEMENS VENEZUELA was responsible for overseeing certain administrative aspects of the contracts, including the hiring and payment of business consultants, such as Agent A and his companies, Agent B, Consulting Firm B, and Consulting Firm C.

15. From in or about November 2001 through in or about May 2007, SIEMENS VENEZUELA, Officer A, and others paid and caused to be paid at least \$13,658,000 to Agent A and Consulting Firm A and at least \$5,124,965 to Consulting Firms B, C, and D, with the understanding that some or all of those funds would be passed along to Venezuelan government

officials for the corrupt purpose of obtaining and retaining government contracts in Venezuela relating to MetroMara and ValMetro. Some of those payments were made using United States bank accounts controlled by Agent A's companies and Consulting Firm A.

**COUNT ONE  
(Conspiracy)**

**THE CONSPIRACY AND ITS OBJECTS**

16. Paragraphs 1 through 15 of this Information are re-alleged and incorporated by reference as if set out in full.

17. From in or about 2000 to on or about May 25, 2007, SIEMENS VENEZUELA, Officer A, Agent A, Agent B, Consulting Firm A, Consulting Firm B, Consulting Firm C, Consulting Firm D, 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. while in the territory of the United States, willfully to make use of the mails and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, and an offer, gift, promise to give, and authorization of the giving of anything of value to foreign officials for the purposes of: (i) influencing acts and decisions of such foreign officials in their official capacity; (ii) inducing such foreign officials to do and omit to do acts in violation of the lawful duty of such officials; (iii) securing an improper advantage; and (iv) inducing such foreign officials to use their influence with foreign governments and instrumentalities thereof to affect and influence any acts and decisions of such governments and instrumentalities in order to assist SIEMENS VENEZUELA and its affiliates in obtaining and retaining business for and with, and directing

business to, SIEMENS VENEZUELA and its affiliates, contrary to Title 15, United States Code, Section 78dd-3;

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 assets of an issuer of U.S. securities, to wit, Siemens and its subsidiaries, contrary to Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

#### PURPOSE OF THE CONSPIRACY

18. The primary purpose of the conspiracy was for SIEMENS VENEZUELA to obtain or retain lucrative business with the MetroMara and ValMetro authorities, government entities in Venezuela, concerning mass rail transit projects, through the payment of bribes to high-level Venezuelan government officials responsible for awarding business.

#### MANNER AND MEANS OF THE CONSPIRACY

19. To achieve the objects of the conspiracy, SIEMENS VENEZUELA, Officer A, Agent A, Agent B, Consulting Firm A, Consulting Firm B, Consulting Firm C, Consulting Firm D, and others used the following manner and means, among others:

a. It was a part of the conspiracy that from on or about November 9, 2001 through on or about May 25, 2007, SIEMENS VENEZUELA, Officer A, and others made or caused to be made approximately \$18,782,965 in payments to Agent A, and companies he controlled, and Consulting Firms A, B, C, and D, with the understanding that some or all of those funds would be passed along to Venezuelan government officials for the corrupt purpose of obtaining and retaining government contracts in Venezuela relating to MetroMara and ValMetro.

b. It was a further part of the conspiracy that SIEMENS VENEZUELA, Officer A, and others knew and intended that the payments made to Agent A, Consulting Firm

A, Agent B, Consulting Firm B, Consulting Firm C, Consulting Firm D, and others would be transferred in whole or in part to officials of the Venezuelan government, who were “foreign officials” within the meaning of the FCPA, 15 U.S.C. § 78dd-3(f)(2)(A), in order to secure an improper advantage for SIEMENS VENEZUELA by influencing the officials’ decisions to award government contracts in Venezuela, including rail mass transit contracts relating to the MetroMara and ValMetro projects.

c. It was a further part of the conspiracy that SIEMENS VENEZUELA, Officer A, Agent A, Agent B, Consulting Firm A, Consulting Firm B, Consulting Firm C, Consulting Firm D, and others caused the creation of sham agreements for “studies,” “consulting,” “workshop equipment,” and “supplies” to falsely document and conceal bribe payments that were being funneled through multiple entities to officials of the Venezuelan government, in exchange for favorable treatment in connection with the MetroMara and ValMetro projects.

d. It was a further part of the conspiracy that Agent B and others caused the creation of a sham supply contract for workshop equipment in the amount of \$2,891,000 between Siemens and Consulting Firm B, for the purpose of concealing bribe payments that were being funneled through Consulting Firm B to officials in the Venezuelan government, in exchange for favorable treatment in connection with the MetroMara project.

e. It was a further part of the conspiracy that Agent B and others caused the sham supply contract for workshop equipment between TSTK and Consulting Firm B to be assigned to Consulting Firm C in response to an internal audit conducted at Siemens that questioned financial transactions involving Consulting Firm B. This had the effect of further



concealing the ongoing payments through entities linked to Agent B that were for bribe payments to Venezuelan government officials in connection with the MetroMara project.

f. It was a further part of the conspiracy that SIEMENS VENEZUELA controlled bank accounts at a bank in Panama, which were used to make secret payments to Agent A and others that were either not recorded or incorrectly described on the books and records of SIEMENS VENEZUELA and Siemens.

g. It was a further part of the conspiracy that SIEMENS VENEZUELA failed to properly account for the payments to Agent A and Consulting Firm A, and failed to describe accurately the transactions in its and Siemens' books and records. Instead, SIEMENS VENEZUELA improperly characterized and caused to be characterized the payments as legitimate payments for, among other things, "commissions," "business consulting fees," and "shipping and marketing costs."

h. It was a further part of the conspiracy that Officer A maintained a hand-written document that recorded payments flowing through intermediaries, including, but not limited to, Agent A and Consulting Firm A.

i. It was a further part of the conspiracy that in order to conceal the true purpose of and improperly characterize the payments to companies controlled by Agent A, Consulting Firm A, Consulting Firm B, Consulting Firm C, Consulting Firm D, and others, SIEMENS VENEZUELA created or caused to be created sham invoices, backdated or caused to be backdated payment authorization memoranda, and caused the corrupt payments to be recorded as expenses relating to operating groups and regional companies other than SIEMENS VENEZUELA.

OVERT ACTS

21. In furtherance of the conspiracy and to accomplish its unlawful objects, at least one of the co-conspirators committed or caused to be committed, within the territory of the United States and elsewhere, the following acts, among others:

*Agent B and Consulting Firms B and C*

22. On or about June 27, 2002, SIEMENS VENEZUELA, Agent B, and others caused a consulting agreement to be issued to Agent B employing him as a consultant.

23. On or about June 6, 2003, SIEMENS VENEZUELA and Agent B caused a purchase order in the amount of \$2,891,000 for “workshop equipment” to be issued by Siemens to Consulting Firm B.

24. On or about June 27, 2003, in connection with the June 6, 2003 purchase order, SIEMENS VENEZUELA caused a payment of \$867,300 to be made from Siemens to Consulting Firm B, knowing that some or all of that money would be paid to Venezuelan officials in exchange for the award of transportation project contracts for MetroMara.

25. On or about October 13, 2003, in connection with the June 6, 2003 purchase order, SIEMENS VENEZUELA caused a payment of \$906,650 to be made from Siemens to Consulting Firm B, knowing that some or all of that money would be paid to Venezuelan officials in exchange for the award of transportation project contracts for MetroMara.

26. On or about September 15, 2004, Agent B and others caused an assignment agreement to be issued, purporting to assign to Consulting Firm C the interest of Consulting Firm B in a contract to supply \$2,891,000 worth of “workshop equipment” for Siemens.

27. On or about January 24, 2005, in connection with the September 15, 2004 assignment agreement, SIEMENS VENEZUELA caused a payment of \$797,900 to be made

from Siemens to Consulting Firm C, knowing that some or all of that money would be paid to Venezuelan officials in exchange for the award of transportation project contracts for MetroMara.

*Consulting Firm D*

28. On or about the following dates, SIEMENS VENEZUELA, Officer A, and others caused the following payments to be made from SIEMENS VENEZUELA and Siemens to Consulting Firm D, knowing that some or all of that money would be paid to Venezuelan officials in exchange for the award of transportation project contracts for ValMetro:

<b>Para.</b>	<b>Approx. Date</b>	<b>Amount</b>
a)	8/29/2002	\$685,510
b)	9/4/2002	\$947,435
c)	11/1/2002	\$544,445
d)	2/12/2003	\$375,725

*Agent A and Consulting Firm A*

29. On or about August 3, 2000, Officer A and Agent A caused a business consulting contract to be executed by TSTK and a company controlled by Agent A for a commission equaling 6% of the project value (approximately \$6,000,000).

30. On or about February 2, 2004, Officer A and Agent A caused a logistical support/business consultancy contract for \$1,410,000 to be executed by SIEMENS VENEZUELA and a company controlled by Agent A.

31. On or about October 1, 2004, SIEMENS VENEZUELA, Officer A, and Agent A caused a business consultancy contract for \$735,888 to be executed by SIEMENS VENEZUELA and a company controlled by Agent A.

32. On or about October 1, 2004 SIEMENS VENEZUELA, Officer A, and Agent A caused a business consultancy contract for \$435,616 to be executed by SIEMENS VENEZUELA and a company controlled by Agent A.

33. On or about October 2, 2004 SIEMENS VENEZUELA, Officer A, and Agent A caused an addendum to the October 1, 2004 business consultancy contract for \$735,888 to be executed by SIEMENS VENEZUELA and a company controlled by Agent A

34. On or about October 1, 2004 SIEMENS VENEZUELA, Officer A, and Agent A caused a business consultancy contract for \$570,960 to be executed by SIEMENS VENEZUELA and a company controlled by Agent A.

35. On or about October 2, 2004, SIEMENS VENEZUELA, Officer A, and Agent A caused an addendum to the October 1, 2004 business consultancy contract for \$570,960 to be executed by SIEMENS VENEZUELA and a company controlled by Agent A.

36. On or about July 17, 2005, SIEMENS VENEZUELA, Officer A, and Agent A caused a contract for \$475,000 for a transportation study to be executed by SIEMENS VENEZUELA and a company controlled by Agent A.

37. On or about January 31, 2006, SIEMENS VENEZUELA, Officer A, and Consulting Firm A caused an inflated subcontract to be executed by Siemens and Consulting Firm A for \$3,914,000 for systems integration work and a transportation study.

38. On or about March 8, 2006, SIEMENS VENEZUELA, Officer A, and Consulting Firm A caused an inflated subcontract to be executed by Siemens and Consulting Firm A for \$3,728,796 for transportation research.

39. On or about the following dates, SIEMENS VENEZUELA, Officer A, and others caused the following payments to be made from SIEMENS VENEZUELA and Siemens to entities controlled by Agent A, knowing that some or all of that money would be paid to Venezuelan officials in exchange for the award of transportation project contracts for MetroMara and ValMetro:

<b>Para.</b>	<b>Approx. Date</b>	<b>Amount</b>	<b>Project City</b>
a)	11/9/2001	\$2,582,500	Maracaibo
b)	12/3/2001	\$600,000	Maracaibo
c)	7/1/2002	\$300,000	Maracaibo
d)	12/2/2004	\$350,000	Maracaibo
e)	2/3/2005	\$150,000	Maracaibo
f)	2/3/2005	\$367,944	Valencia
g)	2/22/2005	\$285,480	Valencia
h)	3/30/2005	\$217,808	Valencia
i)	6/28/2005	\$100,000	Maracaibo
j)	8/12/2005	\$150,000	Maracaibo
k)	8/12/2005	\$142,740	Valencia
l)	8/12/2005	\$183,972	Valencia
m)	8/15/2005	\$108,904	Valencia
n)	11/23/2005	\$250,000	Maracaibo
o)	12/15/2005	\$225,000	Maracaibo
p)	12/16/2005	\$142,740	Valencia

q)	12/16/2005	\$183,972	Valencia
r)	1/13/2006	\$360,000	Maracaibo
s)	1/16/2006	\$108,904	Valencia

40. On or about the following dates, SIEMENS VENEZUELA, Officer A, and others caused the following payments to be made from Siemens to Consulting Firm A, knowing that some or all of that money would be paid to Venezuelan officials in exchange for the award of transportation project contracts for ValMetro:

<b>Para.</b>	<b>Approx. Date</b>	<b>Amount</b>
a)	2/8/2006	\$242,130
b)	2/8/2006	\$242,130
c)	3/8/2006	\$242,130
d)	3/8/2006	\$391,400
e)	4/3/2006	\$242,130
f)	5/3/2006	\$242,130
g)	6/1/2006	\$242,130
h)	6/1/2006	\$310,733
i)	6/19/2006	\$242,130
j)	6/19/2006	\$310,733
k)	7/26/2006	\$242,130
l)	7/26/2006	\$310,733
m)	9/11/2006	\$242,130
n)	9/11/2006	\$310,733
o)	9/28/2006	\$242,130
p)	9/28/2006	\$310,733

q)	10/16/2006	\$242,130
r)	10/16/2006	\$310,733
s)	12/11/2006	\$242,130
t)	12/11/2006	\$310,733
u)	2/5/2007	\$310,733
v)	2/28/07	\$67,000
w)	2/28/07	\$310,733
x)	2/28/2007	\$310,733
y)	5/23/2007	\$67,000
z)	5/23/2007	\$310,733

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

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