

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA

CRIMINAL NO. 3:19CR 181 (JBA)

v.

VIOLATION:

EDWARD THIESSEN

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, His Co-Conspirators and the Relevant Contracts

2. Alstom S.A. ("Alstom"), which has been charged separately, was headquartered in France. Alstom was in the business of providing services related to power generation and transportation around the world, including Indonesia. Alstom had direct and indirect subsidiaries in various countries around the world, including a subsidiary in Connecticut known as 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"),

United States District Court
District of Connecticut
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7/10/19
Roberta D. Tabor, Clerk
By Deputy Clerk

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 Power US, Alstom Indonesia, and Alstom Prom, Alstom bid on projects to secure contracts to perform power-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 Indonesia.

4. 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, Perusahaan Listrik Negara (“PLN”). The Muara Tawar (or “MT”) projects, also contracted through PLN or a related entity, were a series of projects to perform services related to, and to expand, the Muara Tawar power plant and provide power-related services to the citizens of Indonesia.

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, EDWARD THIESSEN (“THIESSEN”), joined an Alstom predecessor company in or about 1989, and worked in various capacities throughout Alstom until 2014. THIESSEN worked as Alstom’s Thailand Country President in 2002 and 2003; as a gas turbine sales representative based in Malaysia beginning in approximately August 2003; and as Alstom’s Indonesia Country President beginning in approximately 2008. As a country president, THIESSEN worked within Alstom’s International Network.

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 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. THIESSEN, as Indonesia Country President, knowingly assisted payment to one of those consultants pursuant to the agreement between the consultant and Alstom Power US for Tarahan. Thus THIESSEN 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).

9. “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.

10. “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, and retained by other Alstom subsidiaries to pay bribes to Indonesian officials in connection with Muara Tawar.

The Foreign Officials

11. 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).

12. “Official 1,” 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 and Muara Tawar Projects.

13. “Official 2,” 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 and Muara Tawar Projects.

14. “Official 3,” 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 and Muara Tawar Projects. Official 3 had broad decision-making authority and influence over the award of the Tarahan Project and Muara Tawar Projects.

15. “Official 4,” whose identity is known to the United States, was an official at PLN and a member of the evaluation committee for the Tarahan Project and Muara Tawar Projects. Official 4 had the ability to influence the award of the Tarahan Project and Muara Tawar Projects.

16. Official 1, Official 2, Official 3, and Official 4 were each 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

17. From in or around 2002, and continuing through in or around 2010, in the District of Connecticut and elsewhere, THIESSEN 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 commit offenses against the United States, that is, as an agent of a domestic concern in or around 2010, 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 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 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

18. 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 and the Muara Tawar Projects contracts.

Manner and Means of the Conspiracy

19. The manner and means by which THIESSEN 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:

20. THIESSEN, together with other co-conspirators, discussed in person, via telephone, and via electronic mail ("e-mail") the need to obtain contracts to perform power-related services in Indonesia.

21. THIESSEN, together with other co-conspirators, discussed in person, via telephone, and via e-mail making bribe payments to government officials in Indonesia in order to obtain power project contracts.

22. THIESSEN, together with other co-conspirators, offered to pay, promised to pay, and authorized the payment of bribes, directly and indirectly, to and for the benefit of government officials in Indonesia in order to obtain power project contracts in Indonesia.

23. THIESSEN, together with other co-conspirators, retained consultants in order to conceal and disguise the payments to foreign officials in Indonesia.

24. THIESSEN, together with other co-conspirators, took steps to ensure that Consultants A and B received payment under their consultancy agreements with Alstom Power US, either to reimburse them for bribes already paid to foreign officials or so that they could use the payments to pass on bribes to foreign officials.

Overt Acts

25. 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:¹

26. On or about June 5, 2003, THIESSEN sent an e-mail to Alstom Indonesia Executive B regarding one of the Muara Tawar Projects and discussing various agents that Alstom could retain in connection with the project, stating, “[Consultant B] basically works for [Official 2].”

27. On or about September 11, 2003, THIESSEN sent an e-mail to a Marubeni employee, copying Alstom Indonesia Executive B, regarding one of the Muara Tawar Projects with the subject “Client Mapping,” and stating, “Attached is some analysis as we spoke about last week....Please delete Email after you print.” The e-mail attached a spreadsheet titled, “Friend Analysis,” which listed various government officials and the connections that Consultant B and another consultant had to those officials, including that Consultant B was a “Bank account for [a high-level executive in the Minister of Mines and Energy].”

28. On or about September 11, 2003, THIESSEN sent an e-mail to Hoskins attaching the spreadsheet referenced in Paragraph 28 above, stating, “We could include the Tarahan consultant in the attached evaluation ([Consultant A] the American/Iranian?)....[Official 2] seems to like to control the ‘units’, perhaps since he does not control this one he will cause problems for [Consultant A]. Luckily we are low bidder on Tarahan – top down approach may work as with [Muara Tawar] units. We will never know which agent is best until we have a success on a difficult project.”

¹ All quotations are as drafted.

29. On or about September 12, 2003, Hoskins responded to the e-mail from THIESSEN referenced in Paragraph 29 above, stating, "Agree philosophy [the other consultant] top level and [Consultant B] lower levels provided we get right signals from [Official 2] and from Minist levels. Cannot see [Consultant A] helping us. We need to do the rounds together with Marubeni to receive the signals first hand."

30. On or about September 19, 2003, a Marubeni employee sent an e-mail to THIESSEN regarding the Tarahan Project and one of the Muara Tawar Projects, stating, "According to [Alstom Indonesia Executive A], [Official 2] is upset about two things relating to my yesterday's visit (Marubeni/Alstom matter)....I am very clear that we are now required by [Official 2] to select [Consultant B] as sole agent of [the Muara Tawar Project]."

31. On or about September 19, 2003, THIESSEN forwarded to Hoskins the e-mail referenced in Paragraph 31 above, stating, "Interesting reading below. [Official 2] seems to had made a clear choice and that is that we have to go with [Consultant B]."

32. On or about September 25, 2003, an Alstom employee sent an e-mail to two other Alstom employees, copying Hoskins and blind copying Alstom Indonesia Executive A, stating, "Last evening 9/24/03, [three Marubeni employees] asked to alert with Alstom's [Alstom Indonesia Executive A, Alstom Indonesia Executive B, and an Alstom Power US employee]. The subject of discussion was the increasingly negative direction of the [Tarahan] project's evaluation and report to PLN board of Directors...coupled with the recent information that the key ([Official 2]) 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."

33. In or around late September 2003, THIESSEN attended a meeting in Indonesia with Hoskins, Alstom Indonesia Executive A, Alstom Indonesia Executive B, and other employees of the Consortium where Consultant A was told 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.

34. On or about April 5, 2004, Alstom Indonesia Executive A sent an e-mail to Hoskins, copying THIESSEN, Alstom Indonesia Executive B, and another Alstom employee regarding the Tarahan Project and one of the Muara Tawar Projects, stating, "According to [Official 2] Alstom did not show enough its 'commitment' to PLN...[Official 2] also asked me whether for PLN Alstom could use one representative (agent), rather than 2 or 3. According to [Official 2] in [Indonesian power project] Labuan Angin [Consultant A] was involved. [Official 2] thought he made to [an Alstom employee] and you clear [Consultant A] was not the right person."

35. On or about November 4, 2004, THIESSEN sent an e-mail to Alstom Indonesia Executive A, Alstom Indonesia Executive B, and other Alstom employees regarding one of the Muara Tawar Projects, stating, "[W]e need a person with PLN evaluation team loyal to us and attitude of a street fighter for our interest. [Muara Tawar Project] we have [Official 4] – he helped us in the Tarahan processing and helped us to get the deal....He needs to be convinced that he is fighting for the right cause. We need to do a sales job on him."

36. On or about July 12, 2005, Alstom Indonesia Executive B sent an e-mail to THIESSEN, Alstom Indonesia Executive A, and another Alstom employee regarding one of the Muara Tawar Projects, stating, "We have built relationship with [Official 4] since the Tarahan [] project. In this [Muara Tawar Project], we were among those who promoted [Official 4] so that

he can become a member of the [Muara Tawar Project] procurement team....Looking at this fact, [Official 4] is of critical importance to us as our vehicle....[Official 4] must be ensured that his effort will be worth his while....We need to set up additional CA [consultancy agreement], separate from the basic CA currently in place, to cover [Official 4] and his people, as our ammunition to approach working level which is currently untouched by our agent.”

37. On or about September 22, 2006, THIESSEN sent an e-mail to another Alstom employee with the subject, “Tarahan – commitment fell thru the cracks,” stating, “One of the engineering chaps [Official 4] who had a lot of influence on the outcome of the Tarahan has not been fully compensated on the Tarahan project. Now he is involved in [the Maura Tawar Project] and keeps reminding the boys that we owe him something. This issue needs to be sorted out ASAP to ensure proper support on [the Muara Tawar Project]. According to [Alstom Indonesia Executive B], [Consultant B] has honored his pro rata portion of the commitment. The original (‘other’) Agent did not. I don’t know if the other guy has received any consulting fees. Would you be able to check that out with Prom? If not then we should block the payments until he takes care of the guy.”

38. On or about June 14, 2010, Consultant B’s company issued an invoice to Alstom International Network “for the account of Alstom Power Inc.,” related to Alstom Power US’s final payment to Consultant B for the Tarahan Project. The invoice requested payment through correspondent bank HSBC Bank USA in New York, with beneficiary bank being the Singapore branch of HSBC Private Bank SA. On or about July 8, 2010, an Alstom employee requested THIESSEN’s assistance in requesting that Consultant B’s company reissue the invoice to an “approved” bank account in Indonesia. On or about July 14, 2010, THIESSEN (at the time

Country President for Indonesia) sent an e-mail to Consultant B's company regarding that invoice, requesting that payment should be made to a "certified account" in Indonesia.

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



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