

United States Courts
Southern District of Texas
FILED

May 20, 2024

Nathan Ochsner, Clerk of Court

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

UNITED STATES OF AMERICA	§	
	§	
v.	§	CRIMINAL NO. 17-514
	§	
PAULO JORGE DA COSTA,	§	
CASQUEIRO MURTA	§	
	§	
Defendant.	§	

INFORMATION

THE UNITED STATES CHARGES:

GENERAL ALLEGATIONS

At all relevant times, unless otherwise specified:

1. The Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Sections 78dd-1, *et seq.*, 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, directly or indirectly, to a foreign official for the purpose of obtaining or retaining business for, or directing business to, any person.

2. Petróleos de Venezuela S.A. (“PDVSA”) was the Venezuelan state-owned and state-controlled oil company. PDVSA and its subsidiaries and affiliates were responsible for the exploration, production, refining, transportation, and trade in energy resources in Venezuela and provided funding for other operations of the

Venezuelan government. PDVSA Services, Inc. was the U.S.-based affiliate of PDVSA located in Houston, Texas, that, at various times, was responsible for international purchasing on behalf of PDVSA. Bariven S.A. (“Bariven”) was the PDVSA procurement subsidiary responsible for equipment purchases. PDVSA and its wholly owned subsidiaries, including PDVSA Services, Inc. and Bariven, (hereinafter collectively referred to as “PDVSA”) were “instrumentalities” of the Venezuelan government as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A). PDVSA officers and employees were “foreign officials” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

3. PDVSA awarded contracts for energy services and equipment in a number of ways, including through a competitive bidding process. One such competitive bidding process began with a PDVSA purchasing analyst assembling a bidding panel, which identified those companies that would be invited to submit bids in connection for a particular project. PDVSA would then issue a request for quotation to the companies included on the bidding panel and those companies would in turn submit formal bids, from which a winner would be selected. PDVSA also awarded sole source contracts, which were not subject to a competitive bidding process. Ultimately, all contracts needed to be approved by

more senior PDVSA employees.

4. Beginning in at least 2011 and continuing until at least 2013, Nervis Gerardo Villalobos Cardenas, Alejandro Isturiz Chiesa, Rafael Ernesto Reiter Munoz, Javier Alvarado Ochoa, Luis Carlos De Leon Perez, and Cesar David Rincon Godoy (collectively, the “PDVSA Defendants”) solicited PDVSA vendors for bribes and kickbacks in exchange for providing assistance to those vendors in connection with their PDVSA business, including assisting them in obtaining PDVSA contracts and assisting them in receiving payment priority over other vendors for outstanding PDVSA invoices during the Venezuelan liquidity crisis.

5. The PDVSA Defendants, with the assistance of **PAULO JORGE DA COSTA CASQUEIRO MURTA** and Daisy Teresa Rafoi Bleuler then laundered the proceeds of the bribery scheme through numerous financial transactions, including through international wire transfers to and from bank accounts that they opened in Switzerland, Curaçao, Dubai, and elsewhere in the names of various companies.

6. The conspirators then laundered the proceeds of the bribery scheme through numerous financial transactions, including through international wire transfers to and from bank accounts that they opened in Switzerland, Curaçao, Dubai, and elsewhere in the names of various companies.

7. The conspirators sought to conceal the nature of the scheme through various complex financial transactions by directing bribe payments to be sent to various recipients other than the intended PDVSA officials, including companies, intermediaries, relatives, friends, creditors, and close personal associates of the PDVSA officials.

The Defendant

8. Defendant **PAULO JORGE DA COSTA CASQUEIRO MURTA** (“**MURTA**”), was a citizen of Portugal and Switzerland, and an employee in Swiss Company B. **MURTA** acted as an agent of De Leon and U.S.-vendors Abraham Jose Shiera Bastidas (“Shiera”) and Roberto Enrique Rincon Fernandez (“Rincon”), who are described further below, and their U.S.-based companies. **MURTA** was thus as agent of a “domestic concern” as that term is used in the FCPA, Title 15, United States Code, Section 78dd- 2(h)(1), and a “person” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(t)(1).

Co-Conspirators and Associates

9. Co-conspirator Luis De Leon Perez (“De Leon”) was a dual citizen of the United States and Venezuela. De Leon was thus a “domestic concern” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). De Leon has previously been employed by instrumentalities of the Venezuelan

government but was no longer so employed during the relevant time period.

10. Co-conspirator Nervis Gerardo Villalobos Cardenas (“Villalobos”), aka “Enano,” was a citizen of Venezuela. Villalobos had previously been employed by the Venezuelan government and instrumentalities thereof, but was no longer so employed during the relevant period.

11. Co-conspirator Cesar David Rincon Godoy (“Cesar Rincon”), aka “Primo,” was a citizen of Venezuela. At all relevant times, Cesar Rincon was employed by PDVSA and its subsidiaries, including Bariven, in various capacities, including as the general manager of Bariven. Cesar Rincon was a “foreign official” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

12. Co-conspirator Alejandro Isturiz Chiesa (“Isturiz”), aka “Piojo” and “Paulo,” was a citizen of Venezuela. During the relevant period, Isturiz was employed by Bariven as an assistant to the president of Bariven. Isturiz was a “foreign official” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

13. Co-conspirator Rafael Ernesto Reiter Munoz (“Reiter”), aka “Nadal,” was a citizen of Venezuela. At all relevant times, Reiter was employed by PDVSA as head of security and loss prevention. Reiter was a “foreign official” as that term

is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

14. Co-Conspirator Javier Alvarado Ochoa (“Alvarado”), aka “Electrico,” was a citizen of Venezuela. At all relevant times, Alvarado was employed as the President of Bariven. Alvarado was a “foreign official” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

15. Co-Conspirator Daisy Teresa Rafoi Bleuler (“Rafoi”), was a citizen of Switzerland, and a partner in Swiss Company A. Rafoi acted as an agent of De Leon, U.S. vendors of Shiera and Rincon, and their U.S.-based companies. Rafoi was thus an agent of a “domestic concern” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

16. Roberto Enrique Rincon Fernandez (“Rincon”), aka “Pelon,” who has been charged separately, was a U.S. lawful permanent resident and a resident of Texas, and controlled, together with others, a number of closely-held companies, including several U.S. companies, many of which were based in the Southern District of Texas, that Rincon used to secure contracts with PDVSA. Rincon was thus a “domestic concern” and an officer, director, employee, agent, and shareholder of a “domestic concern” as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

17. “Rincon Company 8,” a company whose identity is known to the United States, was organized under the laws of Venezuela and headquartered in

Venezuela. Rincon Company 8 was controlled by Rincon and used by Rincon to secure contracts with PDVSA.

18. Abraham Jose Shiera Bastidas (“Shiera”), aka “Puma,” who has been charged separately, was a Venezuelan national who resided in Florida, and controlled, together with others, a number of closely-held companies, including several U.S. companies, that Shiera used to secure contracts with PDVSA. Shiera was thus a “domestic concern” and an officer, director, employee, agent, and shareholder of a “domestic concern” as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). Rincon and Shiera worked together on a number of PDVSA contracts and contract bids.

19. “Shiera Associate 1,” an individual whose identity is known to the United States, provided financial and accounting services to Shiera and his companies.

20. “De Leon Associate 1,” an individual whose identity is known to the United States, was a friend of De Leon.

21. “Reiter Associate 1,” an individual whose identity is known to the United States, was a friend of Reiter.

22. “Swiss Company B,” a company whose identity is known to the United States, was a Swiss wealth management firm.

23. “BES Banker 1” an individual whose identity is known to the United States, was a Portuguese citizen employed by Banco Espirito Santo, a bank based in Portugal.

24. “BES Banker 2,” an individual whose identity is known to the United States, was a Brazilian and Portuguese citizen employed by Banco Espirito Santo.

25. “Official B,” an individual whose identity is known to the United States, was at all relevant times a senior Venezuelan government official.

26. “Official C,” an individual whose identity is known to the United States, was at all relevant times a Venezuelan government official.

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

COUNT ONE
(Conspiracy– 18 U.S.C. § 371)

28. Paragraphs 1 through 27 are realleged and incorporated by reference as though fully set forth herein.

29. Beginning in at least 2012 and continuing through at least 2013, in the Southern District of Texas, and elsewhere, the defendant,

PAULO JORGE DA COSTA CASQUIERO MURTA,

did willfully and knowingly conspire, confederate, and agree with Villalobos, De Leon, BES Banker 1, BES Banker 2, Rincon, Shiera, and others known and unknown to the United States to commit offenses against the United States, that is:

- a. 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 and 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 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 Rincon, Shiera, and their U.S. companies in obtaining and retaining business for and with, and directing business to, Rincon, Shiera, their companies, and others, in violation of the Foreign Corrupt Practices Act, Title 15, United States Code, Section 78dd-2(a); and
- b. while in the territory of the United States, willfully and corruptly to make use of the mails and means and instrumentalities of interstate commerce

and to do any other act 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 and 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 Rincon, Shiera, and their U.S. companies in obtaining and retaining business for and with, and directing business to, Rincon, Shiera, their companies, and others, in violation of the Foreign Corrupt Practices Act, Title 15, United States Code, Section 78dd-3(a).

Purpose of the Conspiracy

30. The purpose of the conspiracy was for **MURTA**, Villalobos, De Leon, and their co-conspirators to enrich themselves and others by directing bribes to

PDVSA officials, a portion of which De Leon and Villalobos kept, to assist Rincon, Shiera, and others in obtaining and retaining lucrative energy contracts with PDVSA through corrupt and fraudulent means.

Manner and Means of the Conspiracy

31. The manner and means by which **MURTA**, Villalobos, De Leon, and their co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following, while in the Southern District of Texas and elsewhere:

32. As explained in more detail below, Rincon and Shiera agreed to pay bribes to the PDVSA Defendants in exchange for business advantages in connection with their business with PDVSA.

33. At the direction of De Leon and Villalobos, Rincon and Shiera, together with others, caused bribe payments to be wired from the bank accounts of Rincon's and Shiera's companies to bank accounts set up by **MURTA** and controlled by De Leon and Villalobos with the understanding that the funds would be disbursed to the PDVSA Defendants and Official B.

34. **MURTA** often provided, either directly or through Villalobos, to Rincon and Shiera the account information for the specific bank accounts into which they were to make payments.

35. Villalobos instructed Rincon to pay bribes from accounts outside the United States. Rincon transferred money from inside the United States to accounts outside the United States for the purpose of paying bribes from the accounts outside the United States.

36. In addition to monetary bribes, Rincon and Shiera, together with others, provided other things of value to the PDVSA Defendants, including recreational travel, vehicles, gifts (including watches and wine), meals, and entertainment, in order to receive payment priority on outstanding PDVSA invoices and to obtain and retain business with PDVSA.

37. Rincon and Shiera also paid bribes to other PDVSA officials in addition to the bribes paid to the PDVSA Defendants. One such official was Official C, who assisted Shiera in winning contracts with PDVSA and provided Shiera with inside information regarding PDVSA in exchange for bribe payments.

38. **MURTA** assisted Shiera in opening BES Account 9, a bank account whose identity is known to the United States and which was used in connection with the scheme, and which **MURTA** opened for Official C in the name of a relative of Official C, knowing that Official C was a Venezuelan official and that the account would be used to receive bribe payments.

39. Prior to 2012, **MURTA** had opened BES Account 10, a bank account whose identity is known to the United States, and which was opened in the name of Reiter Associate 1 for Reiter's benefit.

Overt Acts

40. 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 Southern District of Texas and elsewhere, at least one of the following overt acts, among others:

Conspiracy Commences

41. Beginning in at least 2010, Venezuela began to experience a liquidity crisis as the profits earned through PDVSA, which historically had been a significant source of revenue to the Venezuelan government as a result of its oil reserves, were insufficient to meet the government's expenses. Numerous analysts began to speculate that PDVSA could default on its debt, and the government made public commitments for PDVSA to increase oil production.

42. Given these liquidity problems, PDVSA was unable to pay all of its vendors in a timely manner, but remained under pressure to continue to escalate oil production.

43. In or about 2011, Rincon and Shiera were approached by De Leon and Villalobos, who were acting on behalf of the PDVSA Defendants. Rincon and

Shiera also referred to the PDVSA Defendants as the “management team.” The PDVSA Defendants offered to give Rincon’s and Shiera’s companies payment priority over other PDVSA vendors, ensuring that Rincon’s and Shiera’s companies would get at least partial payment on outstanding PDVSA invoices, and to provide Rincon’s and Shiera’s companies with assistance in winning future PDVSA business, in exchange for providing a bribe to the PDVSA Defendants in the amount of 10% of all payments Rincon and Shiera received from PDVSA. The PDVSA Defendants made similar offers to other vendors known and unknown to the United States. In addition, individual PDVSA Defendants, including Isturiz, Reiter, and Cesar Rincon solicited additional bribe payments from Rincon and Shiera.

44. De Leon and Villalobos explained that the bribe proceeds would be split and would be shared among Villalobos, Isturiz, Reiter, Alvarado, De Leon, Cesar Rincon, and Official B.

45. Rincon and Shiera agreed to make the payments to the PDVSA Defendants in exchange for payment priority and assistance in winning future PDVSA contracts.

46. Because they were able to guarantee payment through the corrupt scheme, Rincon and Shiera continued to supply goods and services to PDVSA,

thereby enabling PDVSA to continue to do business with such vendors who might not otherwise accept the risk of non-payment.

Account Structure and Set-Up

47. Prior to 2012, **MURTA**, BES Banker 1, and BES Banker 2 had assisted Villalobos, Alvarado, Reiter, and De Leon in setting up accounts at BES.

48. “BES Account 1,” whose identity is known to the United States, was a BES Dubai account under Villalobos’s control. BES Account 1 was used in connection with the scheme.

49. “BES Account 2,” whose identity is known to the United States, was a BES Dubai account under Villalobos’s control. BES Account 2 was used in connection with the scheme.

50. “BES Account 3,” whose identity is known to the United States, was a BES Dubai account under Alvarado’s control. In or about 2013, BES Account 3 was closed in Dubai and then reopened in Switzerland. BES Account 3 was used in connection with the scheme.

51. “BES Account 4,” whose identity is known to the United States, was a BES Dubai account under De Leon’s control, for which De Leon Associate 1 was the listed beneficial owner. BES Account 4 was used in connection with the scheme.

52. “BES Account 5,” whose identity is known to the United States, was a BES Dubai account under Shiera’s control. BES Account 5 was opened for the purpose of being used in the scheme.

53. “BES Account 6,” whose identity is known to the United States, was a BES Dubai account under Rincon’s control. BES Account 6 was opened for the purpose of being used in the scheme.

54. “BES Account 7,” whose identity is known to the United States, was a BES Portugal account under Shiera’s control. BES Account 7 was used in connection with the scheme.

55. “BES Account 8,” whose identity is known to the United States, was a BES Dubai account. BES Account 8 was used in connection with the scheme.

56. “Macau Account 1,” whose identity is known to the United States, was an account at the Bank of China, Macau Branch. Macau Account 1 was used in connection with the scheme.

57. After Villalobos and BES Banker 1 requested that Rincon and Shiera begin using BES to receive payments from PDVSA and to pay the PDVSA Defendants, **MURTA**, BES Banker 1, and BES Banker 2 assisted Rincon and Shiera in opening their own accounts at BES.

58. On or about February 28 or 29, 2012, **MURTA** traveled to Miami, Florida, to meet with Shiera, Shiera Associate 1, and others in connection with the scheme.

59. **MURTA**, the PDVSA Defendants, Shiera, Rincon, and their co-conspirators communicated, including via e-mail, phone, various messaging applications, and meeting in person, about the BES accounts and the need to submit documentation to justify the payments.

60. On or about May 3, 2012, **MURTA** sent Shiera Associate 1 an e-mail providing the bank account information for, as translated into English, “our friends,” and identifying BES Accounts 2, 3, and 4, as being for Villalobos, Alvarado, and De Leon, respectively. Documents related to BES Accounts 5 and 6 were attached to this e-mail.

61. In or about February 2013, **MURTA**, Villalobos, Shiera, and others met in Dubai to discuss the scheme.

62. A few weeks later, on or about March 21, 2013, **MURTA** sent Shiera an e-mail attaching a hand-drawn diagram depicting the financial structure the group planned to use. The diagram showed funds from Rincon’s and Shiera’s businesses being transferred to a common account, and then being disbursed to accounts for “Amigo 1,” “Amigo 2,” and “Amigo 3.”

63. On or about March 8, 2013, Shiera sent **MURTA** a BlackBerry Message (“BBM”) stating, as translated into English, “Hi. Please give [Shiera Associate 1] any info [Shiera Associate 1] needs about the friends’ recipient companies. It’s in order to set up the contracts. Thank you so much.” **MURTA** responded, as translated into English, “Hi.ok.” On March 11, 2013, **MURTA** sent Shiera a BBM asking Shiera to confirm, as translated into English, “as agreed [Shiera Associate 1] will do the contracts for yours and Roberto’s. Correct?”

The \$4.8 Million “Loan” to BES Account 1

64. One of the methods that **MURTA**, Sheira, Rincon, and Shiera Associate 1 used to pay bribes to Villalobos, Alvarado, and De Leon was through a fake loan between Swiss Account 5 and BES Account 1. To that end, on May 8, 2012, **MURTA** sent Shiera Associate 1 an e-mail providing the bank account information for BES Account 1.

65. On or about May 8, 2012, Shiera Associate 1 sent an e-mail to the lawyer preparing the loan contracts stating “as for the terms and terms of payment, as we discussed yesterday being that the loan will not be repaid place the usual market conditions.”

66. On or about May 15, 2012, Shiera Associate 1 sent an e-mail to Rafoi attaching wire instructions for BES Account 1.

67. On or about May 15, 2012, Shiera Associate 1 sent an e-mail to **MURTA** stating, as translated into English, “Enclosed you will find the loan document, as you will see no date because it has not been signed by [BES Account 1], if you can please place the date yesterday 14 and send them to us as soon as possible to make the transfer.”

68. On or about May 16, 2016, **MURTA** sent an e-mail to Shiera Associate 1 stating, as translated into English, “I am sending the attached signed contract,” and attaching the signed contract.

69. On or about May 16, 2012, Swiss Account 5 wired \$4.8 million to BES Account 1.

70. On or about May 17, 2012, Rafoi sent an e-mail to Shiera Associate 1 stating “[t]he contract is not valid as there is no date on it.”

71. On or about May 17, 2012, Shiera Associate 1 sent an e-mail to **MURTA** asking him to date the contract and send it back to [Shiera Associate 1]. Approximately two hours later, **MURTA** sent Shiera Associate 1 an e-mail stating, as translated into English, “I’ve attached the contract,” and attaching the signed and dated contract.

72. On or about May 17, 2012, Shiera Associate 1 sent an e-mail to Rafoi attaching the signed and dated loan contract.

73. On or about June 1, 2012, BES Account 2 wired \$4.8 million to BES Account 3 through two intermediary BES accounts.

74. On or about June 27, 2012, BES Account 1 wired \$1.6 million to BES Account 4 through two intermediary BES accounts.

75. On or about August 9, 2012, Shiera Associate 1 sent an e-mail to Shiera stating, as translated into English, “To deliver to friends, attached is the cancellation of the loan document between [Swiss Account 5] and [BES Account 1].

Payments and Communications to Villalobos and Alvarado

76. The PDVSA Defendants would often check in on the bribe payments owed by Rincon and Shiera. For example, on or about March 5, 2013, Villalobos sent Shiera a BBM stating, as translated into English, “Javier [Alvarado] is asking me for accounts, send me a table with your numbers please.” Shiera responded, as translated into English, “[w]hat I have pending with the group is exactly \$6,413,235.” Villalobos then asked, as translated into English, “did you deduct Nadal’s [Reiter’s]?” and Shiera responded that he had not.

77. On or about March 6, 2013, Villalobos sent an e-mail to Rincon with the subject line “Fwd: Coordenadas” containing the account information for Macau Account 1 and **MURTA**’s signature block at the bottom.

78. In or about March 2013, Villalobos requested that Rincon send the money to Macau Account 1 from an account not located in the United States.

79. On or about March 18, 2013, Shiera sent a BBM to Shiera Associate 1 stating, as translated into English, “Remember to send to the new friends. Let Murta know what you are sending before you do it. Thank you.”

80. On or about March 18, 2013, Villalobos sent Shiera a BBM asking, as translated into English, “when are you sending what is pending? The electrico [Alvarado] came early asking for it.” Shiera responded that the payment would be sent that week.

81. On or about March 20, 2013, Villalobos sent Shiera a BBM asking, as translated into English, “Have you been able to do something with the transfer brother?” Villalobos sent Shiera a second BBM in which Villalobos explained, as translated into English, “The thing is that J [Alvarado] is nervous because he hasn’t seen anything since last year.” Shiera responded, as translated in English, “It will be sent today,” and further explained to Villalobos that the amount to be transferred was \$6,145,587.70.

82. On or about March 21, 2013, Shiera sent **MURTA** a BBM stating, as translated into English, “[Shiera Associate 1] needs to transfer the \$6.1M to the friends urgently. Can they process the transfer while the contracts are being signed? I promised them that money by tomorrow.” **MURTA** replied, as

translated into English, “Yes you can send, but the funds are going to go into [BES Account 5] and they won’t be in the friends’ accounts tomorrow.” That same day, **MURTA** sent Shiera bank account information for BES Account 8.

83. On or about March 22, 2013, Shiera forwarded to Rincon a March 21, 2013 e-mail from **MURTA** that contained account information for Macau Account 1, and told Rincon to compare this account information with the information Rincon had received from “Enano” [Villalobos].

84. On March 25, 2013, BES Account 7 wired \$6,145,580.70 to BES Account 8, and Shiera Associate 1 sent Shiera an e-mail with the subject line “Wire Transfer processed” that contained the wire transfer details for the transfer from BES Account 7 to BES Account 8. On March 26, 2013, Shiera forwarded the e-mail to Villalobos.

85. On April 23, 2013, Rincon sent an e-mail to Villalobos; the text of the e-mail was “FYI.” Attached to the e-mail was a wire transfer confirmation showing that Rincon Company 8 had sent \$5,011,231.00 to Macau Account 1 on April 19, 2013.

86. On May 15, 2013, Rincon sent an e-mail to Villalobos with the subject line “Rm: [Macau Account 1];” the text of the e-mail was “FYI.” The e-mail contained a screenshot showing that over \$5,083,000 had been deducted from Rincon Company 8’s account.

Additional Payments and Communications

87. On or about January 25, 2012, **MURTA** sent Shiera an e-mail containing a breakdown of the fees that needed to be paid in order to re-activate Reiter's account at BES.

88. On or about February 14, 2012, **MURTA** sent Shiera an e-mail containing account information for Reiter's account at BES.

89. On or about March 14, 2013, Shiera sent **MURTA** a BBM stating, as translated into English, "Hi Paulo. Please confirm for me that [Official C's]'s account in the name of [a relative of Official C's] is ready to be funded. Also let me know the costs that have to be paid for the opening of the structure and the account."

90. On or about March 14, 2013, **MURTA** responded, as translated into English, "Yes the account is ready. I'll send the costs later[.]"

91. On or about March 15, 2013, **MURTA** sent Shiera a BBM asking, as translated into English, "Please give me an email address in order to send banking details[.]"

92. On or about March 15, 2013, **MURTA** sent Shiera an e-mail containing the amount owed for the opening of Official C's account, and bank account information for Swiss Company B.

93. On or about March 17, 2013, **MURTA** sent Shiera an e-mail containing the account information for BES Account 9.

94. On or about March 18, 2013, **MURTA** sent Shiera a BBM stating, as translated into English, “Hello I also already sent [BES Account 9] details. Warm regards[.]”

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

NOTICE OF FORFEITURE

28 U.S.C. § 2461(c); 18 U.S.C. § 981(a)(1)(C)

Pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C), the United States gives notice to the Defendant that upon conviction of the offense charged in Count One of this Information, the United States will seek forfeiture of all property, real or personal, which constitutes or is derived from proceeds traceable to such offense.

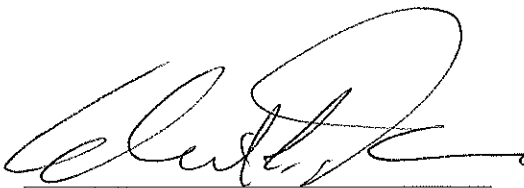
Money Judgment and Substitute Assets

The United States gives notice that it will seek a money judgment against the Defendant. In the event that one or more conditions listed in Title 21, United States Code, Section 853(p) exist, the United States will seek to forfeit any other property of the Defendant up to the amount of the money judgment.

ALAMDAR S. HAMDANI
UNITED STATES ATTORNEY

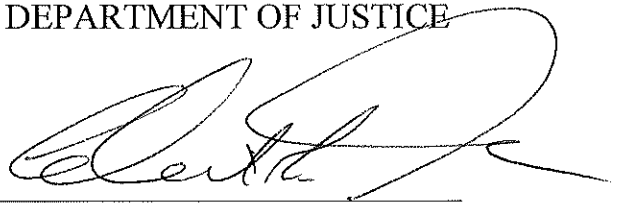
GLENN LEON
CHIEF, FRAUD SECTION
CRIMINAL DIVISION
DEPARTMENT OF JUSTICE

BY:



ROBERT S. JOHNSON,
ASSISTANT UNITED STATES
ATTORNEY

BY:



SONALI D. PATEL,
ASSISTANT CHIEF
MICHAEL C. DILORENZO,
TRIAL ATTORNEY