

bypassed the normal competitive tender processes. UNITEL then made payments in Uzbek som to those Uzbek companies. Thereafter, in or around April and May 2012, a company affiliated with the subcontractor sent approximately 12 payments totaling over \$10.5 million to a designated reseller company, and then that designated reseller company sent approximately 13 wire payments, each under \$1 million and totaling approximately \$10 million, to Shell Company's Swiss bank account, which was executed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

55. UNITEL entered into these transactions even after Executive 1 was alerted to serious concerns about one of the reseller companies that was used in the corrupt scheme. On or about February 10, 2012, a UNITEL employee emailed Executive 1 and another executive to complain that the employee had been "forced to sign a notice of voluntary [resignation]" after reporting problems after the employee's visit to the reseller company's office related to another tender. Specifically, the employee found, among other things, that the office was "located in an old run-down house [building], without any signage" and "[t]here were no specialists [or technicians] there." The employee recommended against using the reseller company as a contractor for UNITEL, as it was "not qualified and there are big risks . . . ." The employee noted in the email to Executive 1 that, in response to the information the employee provided, the employee was warned by UNITEL personnel "not to interfere," and, when the employee persisted, "they began to put pressure on me to resign." This complaint did not deter Executive 1 from moving forward with the scheme.

56. Executive 2 and others also took steps to ensure that the 2012 payments to the reseller companies would not be scrutinized during a May 2012 in-house audit of UNITEL. The audit included a review of certain contracts with reseller companies, including the February 2012

agreement between UNITEL and a certain reselling company. However, a UNITEL executive who worked closely with Executive 2 refused to cooperate with the audit, claiming to in-house auditors that the matter was “confidential” and that no materials or information could be shared with them. When the dispute was escalated, Executive 2 intervened on or about May 22, 2012, and claimed that the transaction was “not a reselling operation,” which resulted in the purported reseller company contract being removed from the audit.

57. Just as in 2011, VimpelCom and UNITEL, through Executive 1, Executive 2, and others, used these transactions with reseller companies to make and conceal the \$10 million bribe to Foreign Official through Shell Company. Shell Company performed no legitimate services to justify a \$10 million payment, and there was no need for VimpelCom or UNITEL to make payments for the contracted services in U.S. dollars. By again using the non-transparent reseller scheme, certain VimpelCom and UNITEL executives were able to avoid additional scrutiny, including FCPA analysis, of the transactions and payments.

**F. Contemplation of Other Corrupt Payments in December 2012 and January 2013**

58. In the summer of 2012, a primary competitor of UNITEL’s was forced into bankruptcy and exited the Uzbek marketplace. Later that summer, international news reports linked Shell Company with Foreign Official.

59. Thereafter, certain VimpelCom and UNITEL management discussed how to continue participating in the corrupt scheme involving Foreign Official and Foreign Official’s associates. On December 3, 2012, a UNITEL executive emailed Executive 1 with a draft letter for further dissemination which included an explanation of “the situation that has currently arisen in . . . Uzbekistan.” The UNITEL executive explained that as UNITEL’s business expanded significantly in 2012, UNITEL began to receive all kinds of inquiries from local “partners,” and

that “a critical situation ha[d] arisen” concerning UNITEL’s failure to obtain various government permits and approvals for UNITEL’s on-going telecom business, and the “[l]ocal ‘partners’ claim that the solution to our problems directly depends on the assistance to them. The sooner we can help, the faster our requests will be addressed.”

60. On or about January 30, 2013, Executive 2 sent multiple emails to Executive 1 concerning a plan being contemplated to pay additional bribes totaling \$16 million in exchange for, among other things, the “[o]ppportunity to conduct future operations without hurdles from the ‘partner’ and regulatory agencies.” Executive 2 proposed concealing the bribe payments by structuring them through “local reseller companies,” noting that “[o]ffshore companies provided by the ‘partner’ will be final beneficiaries of these payments.” Executive 2 evaluated the risks associated with “non-payment” of the bribes to involve a number of negative governmental reactions, including “disconnecting of existing base stations,” “refusing to issue building permits,” “refusing to issue additional numbering capacity,” “possible challenges from the tax authority,” and even “[r]ecall of the license.” Executive 2 ultimately valued the “cumulative amount of possible risks” for “non-payment” at approximately \$61.2 million, and Executive 2 noted that if they made the decision to pay, it would also be necessary to address the “FCPA” and “[i]nternal and external audit.”

**COUNT ONE**  
**(Conspiracy to Violate the FCPA)**

61. Paragraphs 1 through 60 of this Information are realleged and incorporated by reference as if fully set forth herein.

62. From at least in or around 2005 up to and including in or around at least 2012, in the Southern District of New York and elsewhere, UNITEL, the defendant, together with

Executive 1, Executive 2, Associate A, Associate B, Shell Company, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, that is, as an agent of an issuer acting on behalf of such issuer, to 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, directly and indirectly, 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 VimpelCom and UNITEL in obtaining and retaining business for and with, and directing business to, VimpelCom, UNITEL, and others, in violation of Title 15, United States Code, Section 78dd-1(a).

**Object of the Conspiracy**

63. The object of the conspiracy was for the co-conspirators to provide millions of dollars in bribes to Foreign Official in order to continue to obtain necessary UzACI approvals and be allowed to obtain and retain Uzbek telecommunications business.

**Manner and Means of the Conspiracy**

64. The manner and means by which UNITEL and its coconspirators sought to accomplish the purposes of the conspiracy included, among other things, the following:

a. The co-conspirators paid \$60 million to acquire Buztel, a company in which certain VimpelCom management knew that Foreign Official held an indirect interest via Shell Company, because certain VimpelCom management knew that the acquisition of Buztel likely would facilitate VimpelCom's acquisition of Unitel LLC and enable the company to conduct business in Uzbekistan.

b. The co-conspirators corruptly entered into a lucrative partnership agreement with Foreign Official's front company, Shell Company, in which Shell Company would obtain an indirect ownership interest in UNITEL that VimpelCom would later repurchase at a guaranteed profit, in order to pay a \$37.5 million bribe to Foreign Official in exchange for Foreign Official permitting VimpelCom and UNITEL to conduct business in Uzbekistan.

c. The co-conspirators corruptly entered into a contract with Shell Company purportedly to obtain 3G frequencies in 2007, causing a \$25 million bribe to be paid to Foreign Official via Shell Company so that Foreign Official would help UNITEL obtain these valuable telecommunications assets and permit it to conduct business in Uzbekistan.

d. The co-conspirators knowingly entered into fake consulting contracts with Shell Company for \$2 million in 2008 and \$30 million in 2011 in order to provide Foreign Official with approximately \$32 million in exchange for valuable telecommunications assets and to allow UNITEL to continue to conduct business in Uzbekistan.

e. The co-conspirators made \$20 million in bribe payments to Foreign Official in 2011 and 2012 through purposefully non-transparent transactions with purported

“reseller” companies in order to make and concealed corrupt payments to Foreign Official through Shell Company, which allowed UNITEL to continue to conduct business in Uzbekistan.

**Overt Acts**

65. In furtherance of the conspiracy and to achieve the objects thereof, at least one of the coconspirators committed or caused to be committed, in the Southern District of New York and elsewhere, at least one of the following overt acts, among others:

66. In or around September 2009, VimpelCom transferred \$57,500,000 from its bank account to Shell Company’s bank account in Hong Kong, which was wired into and out of U.S. correspondent bank accounts located in the Southern District of New York.

67. On or about November 7, 2007, a VimpelCom subsidiary transferred \$10 million from its Netherlands bank account to Shell Company’s Latvian bank account, which was wired into and out of U.S. correspondent bank accounts located in the Southern District of New York.


68. On or about November 9, 2007, a VimpelCom subsidiary transferred \$15 million from its Netherlands bank account to Shell Company’s Latvian bank account, which was wired into and out of U.S. correspondent bank accounts located in the Southern District of New York.

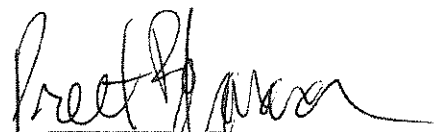
69. On or about August 8, 2008, VimpelCom transferred \$2 million from its bank account to Shell Company’s bank account in Latvia, which was wired into and out of U.S. correspondent bank accounts located in the Southern District of New York.

70. On or about September 21, 2011, a VimpelCom subsidiary transferred \$20 million to Shell Company’s Swiss bank account, which was wired into and out of U.S. correspondent bank accounts located in the Southern District of New York.

71. On or about October 19, 2011, a VimpelCom subsidiary transferred \$10 million payment to Shell Company's Swiss bank account, which was wired into and out of U.S. correspondent bank accounts located in the Southern District of New York.

(Title 18, United States Code, Section 371.)

  
ANDREW WEISSMANN  
Chief, Fraud Section

  
PREET BHARARA  
United States Attorney

Form No. USA-33s-274 (Ed. 9-25-58)

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

**UNITED STATES OF AMERICA**

**- v. -**

**UNITEL LLC,**

**Defendant.**

**INFORMATION**

S1 16 Cr. \_\_\_\_

(18 U.S.C. § 371)

**PREET BHARARA**  
United States Attorney

**ANDREW WEISSMANN**  
Chief, Fraud Section, Criminal Division  
U.S. Department of Justice