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UNITED STATES COURTS
SOUTHERN DISTRICT OF TEXAS
FILED

SEP 11 2006

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

MICHAEL N. MILBY, CLERK OF COURT

UN-SEALED PER 9/14/06

UNITED STATES OF AMERICA,

Plaintiff,

- v. -

JIM BOB BROWN,

Defendant.

X

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X

INFORMATION

: 4: 06-CR- 316

: (Conspiracy, 18 U.S.C. § 371)

COUNT ONE

(Conspiracy to Violate the Foreign Corrupt Practices Act)

The United States Attorney charges that:

GENERAL ALLEGATIONS

1. Congress enacted the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. Sections 78dd-1, *et seq.* ("FCPA"), for the purpose of, among other things, prohibiting United States persons, businesses and residents, directly or indirectly through an agent, from using any means or instrumentality of interstate or foreign commerce, including the United States mails, in furtherance of an offer, promise, authorization or payment of money or anything else of value to a foreign government official to obtain or retain business for, or direct business to, any person. The FCPA also makes it unlawful for any United States person, business or resident, or agent for any of them, corruptly to do any act outside of the United States in furtherance of an offer, promise, authorization or payment to a foreign government official irrespective of whether such person,

business, resident or agent makes use of the mails or any means or instrumentality of interstate commerce in furtherance of such offer, promise, authorization or payment.

2. This Information charges defendant JIM BOB BROWN (“BROWN”), a United States citizen and former officer and employee of certain subsidiaries of Willbros Group, Inc. (“WGI”), with one count of conspiracy to violate the FCPA in connection with his conduct, and that of his co-conspirators, in Nigeria, Ecuador and elsewhere in the 1990s through March 2005.

BACKGROUND

The Relevant Countries and Foreign Governmental Entities

3. The Federal Republic of Nigeria (“Nigeria”) is Africa’s most populous country and borders on Cameroon, Chad, Niger, Benin and the Gulf of Guinea. Nigeria has substantial deposits of oil and gas within its territory, both on land and offshore in the Niger Delta region, which generate the overwhelming majority of Nigeria’s foreign exchange earnings, a majority of its budget revenue and a significant percentage of the country’s Gross Domestic Product.

a. The Nigerian National Petroleum Corporation (“NNPC”), formed in 1977 through a merger with the Ministry of Petroleum Resources, is a government-owned company charged with the development of Nigeria’s oil and gas wealth and regulation of the country’s oil and gas industry, and is the majority shareholder in certain joint ventures with various multinational oil companies. National Petroleum Investment Management Services (“NAPIMS”) is a subsidiary of NNPC that, among other things, oversees Nigeria’s investments in the joint ventures and other development projects. The

NNPC and NAPIMS are entities and instrumentalities of the Government of Nigeria, under 15 U.S.C. Sections 78dd-1(f)(1)(A) and 78dd-2(h)(2)(A).

b. In Nigeria, WGI and certain of its subsidiaries are subject to taxation by various federal and state revenue authorities. These authorities are departments, agencies and instrumentalities of the Government of Nigeria, under 15 U.S.C. Sections 78dd-1(f)(1)(A) and 78dd-2(h)(2)(A).

c. WGI and certain of its subsidiaries also prosecute and defend various legal actions in the Nigerian federal and state courts. These judicial entities are departments, agencies and instrumentalities of the Government of Nigeria, under 15 U.S.C. Sections 78dd-1(f)(1)(A) and 78dd-2(h)(2)(A).

4. The Republic of Ecuador (“Ecuador”) is located in South America and borders on Colombia, Peru and the Pacific Ocean. Ecuador has substantial petroleum resources which account for a significant percentage of the country’s export earnings and its central government budget revenues. PetroEcuador is Ecuador’s government-owned oil and gas company, and PetroComercial is a subsidiary engaged in the transportation and commercialization of refined gas products. As such, PetroEcuador and PetroComercial are entities and instrumentalities of the Government of Ecuador, within the meaning of the FCPA.

Willbros Group, Inc. and Certain of its Operations in Nigeria and Ecuador

5. At all times relevant to this Information, WGI was a corporation organized under the laws of Panama in 1975 (WGI’s predecessor companies date back to 1908), and having its principal place of business in Tulsa, Oklahoma (until 2000) and Houston, Texas (2000 to the present). WGI provides construction, engineering and other services

in the oil and gas industry, and conducts international operations through a wholly-owned subsidiary, Willbros International Inc. (“WII”), a Panamanian corporation which also maintained its principal place of business in Tulsa, Oklahoma and, beginning in 2000, Houston, Texas. WGI, a public company since 1996 whose shares trade on the New York Stock Exchange under the symbol “WG”, is an “issuer” as that term is used in the FCPA (15 U.S.C. Section 78dd-1(a)). In addition, because the principal places of business of WGI and WII are in the United States (in Houston, Texas), WGI and WII are “domestic concerns” under the FCPA (15 U.S.C. Section 78dd-2(h)(1)(B)).

6. WGI has conducted business in Nigeria for over forty years. Three subsidiaries which conducted Nigerian business for WGI are Willbros West Africa, Inc. (“WWA”), Willbros Nigeria Ltd. (“WNL”) and Willbros Offshore Nigeria Ltd. (“WONL”). This Information refers to these three subsidiaries as the “Willbros Nigerian Subsidiaries”. Shell Petroleum Development Co. of Nigeria, Ltd. (“SPDC”) was the operator of a joint venture among NNPC (55%), SPDC (30%), TOTAL (10%) and Agip Oil (5%) (the “Joint Venture”). Because NNPC held majority ownership of, and exercised effective control over, the Joint Venture, the Joint Venture was an instrumentality of the Government of Nigeria under the FCPA. As the operator of the Joint Venture, SPDC acted in an official capacity for and on behalf of an instrumentality of the Government of Nigeria. The Willbros Nigerian Subsidiaries performed work on certain Joint Venture and other Nigerian oil and gas projects from the 1990s through 2004. Among the many projects in which one or more of the Willbros Nigerian Subsidiaries participated was the Eastern Gas Gathering System (“EGGS”) project, a natural gas pipeline system designed to relieve existing pipeline capacity constraints. On

certain Nigerian projects, including EGGS, one or more of the Willbros Nigerian Subsidiaries partnered with German Construction Company B (“GCCB”), a subsidiary or affiliate of a multinational construction services company based in Mannheim, Germany.

7. WGI has conducted business in South America since 1939. In Ecuador, WGI conducted business through a subsidiary known as Willbros Servicios Obras y Sistemas S.A. (“WSOS”). In or around 2004, WGI, through WSOS, undertook an Ecuadorian project known as Proyecto Santo Domingo, which involved the rehabilitation of a pipeline running from Santo Domingo to El Beaterio, and pursued another pipeline project known as Proyecto Oyamboro.

The Defendant and Some of His Co-Conspirators

8. At all times relevant to this Information, defendant JIM BOB BROWN was a citizen of the United States and, as such, was a “domestic concern” and a “United States person” as those terms are defined in 15 U.S.C. Sections 78dd-2(h)(1)(A) and 78dd-2(i)(2). Additionally, BROWN was employed by WII from at least 1990 through April 2005, when he was terminated for cause, and thus was an employee of a domestic concern pursuant to 15 U.S.C. Section 78dd-2(a). For the majority of his career with WII, BROWN worked on international projects in Nigeria and South America. Specifically, BROWN worked in Nigeria as a Cost Engineer (1990 – 1992), Administrative Manager (1992 – 1997) and Division Manager (1997 – August 2000). In August 2000, he was transferred to Venezuela as Managing Director of Constructor CAMSA, C.A., a WII subsidiary, where he worked until he was transferred back to Nigeria as Managing Director effective November 2004.

9. At all times relevant to this Information, an unnamed co-conspirator, hereafter referred to as DOE 1, was a United States citizen and employee of WII from the 1980's through March 2002 and, from April 2002 until his resignation in January 2005, an employee of another WGI subsidiary known as Willbros USA, Inc. ("WUSA"), which conducts construction, engineering and facilities development operations in the United States and Canada. WUSA's principal place of business was in Tulsa, Oklahoma and, beginning in 2000, Houston, Texas.

10. In 1995, DOE 1 became Managing Director of WNL. In 2002 and 2003, WGI promoted him to senior executive positions within WII and WUSA. WGI listed DOE 1 as one of WGI's executive officers and key personnel in its annual filings with the Securities and Exchange Commission on Form 10-K for the fiscal years 1996 - 2003. As an executive officer and a key person of WGI, DOE 1 was an "officer . . . employee [and] agent" of WGI pursuant to 15 U.S.C. Sections 78dd-1(a) and 78dd-1(g)(1). In addition, because DOE 1 is a United States citizen and was an employee and officer of WII and WUSA, DOE 1 was a "United States person," a "domestic concern" and "officer . . . employee [and] agent" of a domestic concern under 15 U.S.C. Sections 78dd-1(g)(2), 78dd-2(h)(1)(A), 78dd-2(i)(2) and 78dd-2(a).

11. At all times relevant to this Information, an unnamed co-conspirator, DOE 2, was a United States citizen and employee of WII. WII employed DOE 2 from in or about 1998 to April 2005, when he resigned. DOE 2 worked during this period, primarily in Nigeria, as a Fabricator (1998-1999), Project Engineer (2000), Project Manager (2001) and General Manager (2002 – 2005). Because DOE 2 is a United States citizen and was an employee and agent of WII, DOE 2 was a "United States person," a "domestic

concern” and an employee and agent of a domestic concern, under 15 U.S.C. Sections 78dd-2(i)(2), 78dd-2(h)(1)(A) and 78dd-2(a).

12. At all times relevant to this Information, an unnamed co-conspirator, DOE 3, was a citizen of the United States and employee of WII. WII employed DOE 3 from the late 1980’s to April 2005, when he was terminated for cause. From at least 1995 to the date of his termination, DOE 3 served as Field Office Manager, Administrator and Administrative Manager for WII in Nigeria where, among other duties, he administered payroll and was entrusted with custodianship of a petty cash account. Because DOE 3 is a United States citizen and was an employee and agent of WII, DOE 3 was a “United States person,” a “domestic concern” and an employee and agent of a domestic concern, under 15 U.S.C. Sections 78dd-2(i)(2), 78dd-2(h)(1)(A) and 78dd-2(a).

13. At all times relevant to this Information, an unnamed co-conspirator, known hereafter as CANADIAN NATIONAL 1 (“CN 1”), was a Canadian national who was employed by WII and worked in Nigeria from 1993 to 1995 and from at least 1998 through May 2005, when he was terminated for cause. CN 1 worked as Administrator and General Manager, and was entrusted with, among other things, custodianship of a petty cash account. Because CN 1 was an employee and agent of WII, he was an employee and agent of a domestic concern within the meaning of 15 U.S.C. Sections 78dd-2(a) and 78dd-2(h)(1)(B).

14. At all times relevant to this Information, the intended recipients of the corrupt payments were officials of the Governments of Nigeria and Ecuador, instrumentalities thereof and those acting in an official capacity for and on their behalf (specifically, as to Nigeria, officials of NNPC, NAPIMS, SPDC and revenue and court

officials, and as to Ecuador, officials of PetroEcuador, the national oil company, and its subsidiary, PetroComercial). Each of the government officials was a “foreign official” as that term is defined and used in the FCPA (15 U.S.C. Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A)). This Information sometimes refers to the Nigerian government officials collectively as the “Nigerian officials” and to the Ecuadorian government officials as the “Ecuadorian officials”.

STATUTORY ALLEGATIONS

15. From in or about 1996 up to and including in or about March 2005, in the Southern District of Texas and elsewhere, JIM BOB BROWN, the defendant, and others known and unknown, unlawfully, willfully and knowingly did combine, conspire, confederate and agree together and with each other to commit an offense against the United States, to wit, to violate the FCPA, as amended, 15 U.S.C. Sections 78dd-1, *et seq.*

Object No. 1: Corrupt Payments to Government Officials of NNPC, NAPIMS and SPDC

16. It was a part and object of the conspiracy that JIM BOB BROWN, the defendant, being a United States citizen, a domestic concern and an employee of a domestic concern, and others known and unknown, unlawfully, willfully and knowingly, would and did use and cause the use of the mails and of other means and instrumentalities of interstate and foreign commerce, corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of money and other things of value to Nigerian government officials, to wit, officials of NNPC, NAPIMS and SPDC, each of whom was a foreign official, within the meaning of the FCPA, and to other persons, while knowing that all and a portion of such money and such things of value would be

offered, given and promised, directly and indirectly, to said foreign officials for the purposes of (a) influencing acts and decisions of such foreign officials in their official capacities; (b) inducing such foreign officials to do and omit to do acts in violation of the lawful duty of such officials; (c) securing an improper advantage; and (d) inducing such foreign officials to use their influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and instrumentality.

17. It was a part and object of the conspiracy that JIM BOB BROWN, the defendant, and others known and unknown, unlawfully, willfully and knowingly, would and did corruptly commit acts outside of the United States in furtherance of an offer, payment, promise to pay, and authorization of the payment of money and other things of value to Nigerian officials for the purposes set forth in the paragraph immediately above.

18. JIM BOB BROWN, the defendant, and others known and unknown, did the foregoing in order to assist WGI, WII and the Willbros Nigerian Subsidiaries, and any of them, in obtaining and retaining business, and directing business to themselves, in connection with gas pipeline and other projects in Nigeria, in violation of 15 U.S.C. Sections 78dd-2(a) and 78dd-2(i).

Object No. 2: Corrupt Payments to Nigerian Revenue and Court Officials

19. It was a part and object of the conspiracy that JIM BOB BROWN, the defendant, being a United States citizen, a domestic concern and an employee of a domestic concern, and others known and unknown, unlawfully, willfully and knowingly, would and did use and cause the use of the mails and of other means and instrumentalities of interstate and foreign commerce, corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of money and other things of value to

Nigerian officials, to wit, Nigerian revenue and court officials, each of whom was a foreign official, within the meaning of the FCPA, and to other persons, while knowing that all or a portion of such money and such things of value would be offered, given and promised, directly and indirectly, to said foreign officials for the purposes of (a) influencing acts and decisions of such foreign officials in their official capacities; (b) inducing such foreign officials to do and omit to do acts in violation of the lawful duty of such officials; (c) securing an improper advantage; and (d) inducing such foreign officials to use their influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and instrumentality.

20. It was a part and object of the conspiracy that JIM BOB BROWN, the defendant, and others known and unknown, unlawfully, willfully and knowingly, would and did corruptly commit acts outside of the United States in furtherance of an offer, payment, promise to pay, and authorization of the payment of money and other things of value to Nigerian officials for the purposes set forth in the paragraph immediately above.

21. JIM BOB BROWN, the defendant, and others known and unknown, did the foregoing in order to assist WGI, WII and the Willbros Nigerian Subsidiaries, and any of them, in obtaining and retaining business, and directing business to themselves, in connection with gas pipeline and other projects in Nigeria, in violation of 15 U.S.C. Sections 78dd-2(a) and 78dd-2(i).

Object No. 3: Corrupt Payments to Government Officials of Ecuador

22. It was a part and object of the conspiracy that JIM BOB BROWN, the defendant, and others known and unknown, unlawfully, willfully and knowingly, would and did use and cause the use of the mails and of other means and instrumentalities of

interstate and foreign commerce, corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of money and other things of value to Ecuadorian officials, to wit, officials of PetroEcuador and PetroComercial, each of whom was a foreign official, as that term is used in the FCPA, and to other persons, while knowing that all or a portion of such money and such things of value would be offered, given and promised, directly and indirectly, to said foreign officials, for the purposes of (a) influencing acts and decisions of such foreign officials in their official capacities; (b) inducing such foreign officials to do and omit to do acts in violation of the lawful duty of such officials; (c) securing an improper advantage; and (d) inducing such foreign officials to use their influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and instrumentality.

23. It was a part and object of the conspiracy that JIM BOB BROWN, the defendant, and others known and unknown, unlawfully, willfully and knowingly, would and did corruptly commit acts outside of the United States in furtherance of an offer, payment, promise to pay, and authorization of the payment of money and other things of value to Ecuadorian officials for the purposes set forth in the paragraph immediately above.

24. JIM BOB BROWN, the defendant, and others known and unknown, did the foregoing in order to assist WGI, WII and WSOS, and any of them, in obtaining and retaining business, and directing business to themselves, in connection with gas pipeline and other projects in Ecuador, in violation of 15 U.S.C. Sections 78dd-2(a) and 78dd-2(i).

MEANS AND METHODS OF THE CONSPIRACY

25. Among the means and methods by which JIM BOB BROWN, the defendant, and his co-conspirators would and did carry out the conspiracy were the following:

NIGERIA—NNPC, NAPIMS and SPDC

a. The EGGs project, which was divided into two phases, contemplated the construction of a major natural gas pipeline system through remote, swampy and otherwise difficult terrain. Phase 1 involved engineering, procurement and construction (known as “EPC”) of a pipeline from Soku Gas Plant to the Bonny Island Liquefied Natural Gas Plant. EGGs Phase 1 included an optional scope of work (known as “EGGS Coating”) for the application of a Polyethylene-concrete coating to the EGGs Phase 1 pipeline. EGGs Phase 2 contemplated construction of a pipeline from an area known as the “Gbaran/Ubie node” to Soku.

b. WII subsidiary WWA and GCCB formed a joint venture consortium (the “Consortium”) and in December 2003 submitted a commercial proposal to the Joint Venture, through its operator SPDC, for pipeline work on EGGs Phase 1 and, among other optional scopes of work, EGGs Coating and EGGs Phase 2. SPDC, on behalf of the Joint Venture, accepted the proposal and in July 2004, representatives of the Consortium and SPDC and executed a contract. The EGGs Phase 1 contract price for “base scope” was approximately \$216,500,000, the EGGs Coating optional scope price was approximately \$30,000,000 and the EGGs Phase 2 price was approximately \$141,000,000, for a combined total scope of work price of approximately \$387,500,000.

c. In or around 2004, DOE 1 and others known and unknown, including certain employees of WII and GCCB (referred to in this Information as “GCCB Employees”) and a United States citizen acting as a purported “consultant” in Nigeria (“Consultant 1”), agreed to make a series of corrupt payments totaling in excess of \$6 million to, among others, officials of NNPC, NAPIMS and SPDC in order to obtain or retain business in Nigeria for WGI, WII, the Willbros Nigerian Subsidiaries, GCCB, and any of them, with respect to the EGGS project and other projects. Consultant 1, with DOE 1’s knowledge and authorization, obtained, and intended to obtain in the future, millions of dollars in funds from WGI by invoicing WGI for performing purported consulting services in Nigeria and used, and intended to use, at least part of those funds to make corrupt payments to Nigerian officials and others. CN 1 and others known and unknown, with DOE 1’s knowledge and authorization, processed and approved those invoices and caused them to be transmitted from Nigeria to WGI’s administrative headquarters in the United States. DOE 1 and others known and unknown referred to these promised corrupt payments to Nigerian officials as “commitments.” By late 2004, DOE 1 and his co-conspirators had paid some, but not all, of the commitments to the Nigerian officials.

d. In January 2005, WGI announced DOE 1’s resignation from WGI and the commencement of an internal investigation into allegations of tax improprieties relating to a WII Bolivian subsidiary operating under DOE 1’s management. WGI also ceased paying Consultant 1 and another purported consultant operating primarily in Bolivia. In Nigeria, BROWN and other WII employees learned of demands for continued payment of the outstanding commitments. BROWN, DOE 2 and other WII

employees became concerned that failure to continue paying the commitments would result in interference with WII's business operations and potential loss of the EGGS Phase 2 contract, valued at approximately \$141,000,000.

e. In or around January and February 2005, BROWN, DOE 2, a Nigerian national ("NN 1") and GCCB Employees 1, 2, 3, 4 and 5 agreed that BROWN and DOE 2 would raise approximately \$1.5 million in cash in Nigeria in order to pay some of the outstanding commitments that DOE 1 and others known and unknown had previously made on behalf of WGI, WII, the Willbros Nigerian Subsidiaries and GCCB respecting the EGGS project and other projects. BROWN, DOE 2 and others known and unknown determined that \$1.5 million cash was unavailable to them through WGI or the Willbros Nigerian Subsidiaries, in part because of the increased scrutiny caused by WGI's ongoing internal investigation, and thus resorted to outside sources for the funds.

f. On or about February 19, 2005, GCCB Employee 2 arrived at BROWN's office in Lagos, Nigeria, with a written loan agreement for \$1 million and a suitcase containing \$1 million cash, the latter to pay part of the outstanding commitments. On its face, the loan agreement provided for GCCB to make a \$1 million interest-free loan to WWA and WNL, with repayment on or before December 23, 2005. BROWN, on behalf of WWA and WNL, and GCCB Employee 2, on behalf of GCCB, executed the loan agreement and GCCB Employee 2 released the suitcase full of cash to BROWN.

g. On or about February 21, 2005, BROWN, on behalf of WWA, then purported to "loan" to NN 1, pursuant to another written agreement, the \$1 million cash, with the intent that NN 1 would deliver the funds to Nigerian officials. According

to the loan agreement, this loan was repayable by August 31, 2005; the agreement did not specify any interest rate to be charged.

h. In or around late February and early March, 2005, DOE 2, on behalf of WNL, borrowed the Nigerian Naira equivalent of approximately \$550,000 cash from another Nigerian national (“NN 2”), through an entity controlled by him, with the intent of using those funds to make the remainder of the payments towards the outstanding commitments to Nigerian officials described above. This loan was repayable in three weeks, with a ten-percent mark-up (i.e., an additional \$55,000).

i. In or around February and March 2005, BROWN and a WII Nigeria-based employee whose title was “General Manager—Offshore” attempted to cause WWA to enter into an agreement with a new purported consultant (to replace Consultant 1) for the purpose of continuing the making of corrupt payments to Nigerian officials for the EGGS project and potentially other projects. Although BROWN and the new consultant executed a contract in late February, the heightened scrutiny applied to such contracts in the wake of WGI’s internal investigation caused WGI ultimately to prevent any payments to the new consultant.

NIGERIA—Revenue and Court Officials

Background

j. In Nigeria, the Willbros Nigerian Subsidiaries are subject to taxation by various federal and state revenue authorities. The Federal Inland Revenue Service (“FIRS”) is the national taxation agency and administers, among other taxes, the Value Added Tax (“VAT”). The VAT is a tax (currently 5%) paid by the consumer on all goods and services purchased (subject to certain exemptions). The federal Minister of

Industry administers another form of tax on employers operating in Nigeria, known as the Industrial Training Fund levy (“ITF”). The purpose of the ITF is to promote the training and development of Nigerians in specialized skills in essential sectors of the economy. Employers of at least twenty-five workers must contribute to the ITF 1% of annual payroll, subject to partial reimbursement if the employer meets certain conditions promoting employee training. WGI’s Nigerian operations are also subject to various taxes assessed by one or more of Nigeria’s thirty-six states. Among these taxes is the Pay-As-You-Earn tax (“PAYE”), which is based on employee earnings and which companies must deduct from the salaries of their workers.

k. Beginning in at least 1996 and continuing through at least 2004, officers, employees and agents of WGI, WII and the Willbros Nigerian Subsidiaries negotiated for, caused to be negotiated and approved of the negotiation of lower federal and state tax obligations in exchange for corrupt, “under the table” payments to Nigerian revenue officials, including officials responsible for auditing and enforcing the VAT, ITF and PAYE taxes. The tax amounts ultimately assessed by the Nigerian revenue officials were, because of the corrupt payments, lower than the amounts that would otherwise have been assessed, thereby assisting the Willbros Nigeria Subsidiaries, WII and WGI, and any of them, in obtaining or retaining business and securing an improper advantage.

l. The Willbros Nigeria Subsidiaries also prosecute and defend various legal actions in the Nigerian courts. Consistent with its federal form of government, Nigeria operates a two-tiered judicial system of federal and state courts. Beginning in at least 1996 and continuing through at least 2004, officers, employees and agents of WGI, WII and the Willbros Nigerian Subsidiaries made, caused to be made and

approved the making of corrupt payments to officials of the Nigerian judicial system in exchange for favorable action on pending cases, including in some instances dismissal of a case affecting the business of the Willbros Nigerian Subsidiaries, thereby assisting the Willbros Nigerian Subsidiaries in obtaining or retaining business and securing an improper advantage.

Method of Corrupt Payments

m. Beginning at least in 1996, when DOE 1 was Managing Director for WGI's Nigerian operations and BROWN held positions entitled Choba Administrator and later Division Manager, and continuing through at least early 2005, DOE 3, with the knowledge, agreement and approval of DOE 1, DOE 2, BROWN, CN 1 and others known and unknown, purchased from a Nigerian national ("NN 3") fictitious invoices from non-existent Nigerian vendors for supplies and services purportedly provided to one or more of the Willbros Nigerian Subsidiaries.

n. DOE 3, DOE 1, DOE 2, BROWN, CN 1 and others known and unknown understood and agreed that CN 1 and others acting with his knowledge and approval would send, cause to be sent and approve the sending of, by facsimile, email and other means and instrumentalities of interstate and foreign commerce, funding requests from Nigeria to WGI's administrative headquarters in Tulsa, Oklahoma and Houston, Texas. These documents purported to reflect cash disbursements incurred or to be incurred for Nigerian operations, and requested the wiring of funds from a United States bank to a bank in Nigeria to fund these purported expenditures. DOE 3, DOE 1, DOE 2, BROWN, CN 1 and others known and unknown understood and agreed that the total amount of disbursements reflected in these documents was based at least in part

upon the false premise, representation and pretense that the Nigerian operations had incurred and would incur expenditures in amounts represented by the fictitious invoices. In response to these periodic funding requests, WGI's administrative headquarters made wire transfers of funds from a bank account in the United States to a bank account in Nigeria controlled by one or more of the Willbros Nigerian Subsidiaries.

o. DOE 3, DOE 1, DOE 2, BROWN, CN 1 and others known and unknown understood and agreed that WII personnel working in Nigeria, including BROWN, would use, and approve the use of, the funds obtained from the false representations (and fictitious invoices upon which they were based) at least in part to make and cause to be made corrupt payments to Nigerian revenue and court officials (including officials responsible for auditing and enforcement of the VAT, ITF and PAYE taxes, and officials of the Federal High Court and Bayelsa state court) in order to obtain or retain business, and secure an improper advantage, in Nigeria for WGI, WII and the Willbros Nigerian Subsidiaries, and any of them. From 2001 through 2004 alone, these types of payments totaled in excess of \$300,000.

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p. In or around December 2003, DOE 1, BROWN and an Ecuador-based employee of WII ("Willbros Ecuador Employee 1") agreed to make corrupt payments of at least \$300,000 to Ecuadorian officials of PetroEcuador and PetroComercial in order to obtain or retain business (including the Proyecto Santo Domingo business), for WGI, WII, WSOS, and any of them. As BROWN understood the arrangement, PetroEcuador and PetroComercial would award Proyecto Santo

Domingo to WSOS upon the payment by a WSOS representative to Ecuadorian officials of \$150,000 up front and \$150,000 at the project's conclusion.

q. In or around January through June 2004, DOE 1, BROWN, Consultant 1 and Willbros Ecuador Employee 1 communicated by email and telephone to arrange for the transfer of \$150,000 from DOE 1 to Willbros Ecuador Employee 1 and another Ecuador-based employee of WII ("Willbros Ecuador Employee 2"), for the purpose of making part of the corrupt payments promised to PetroEcuador and PetroComercial officials.

r. In or around June 2004, Consultant 1, at the direction of DOE 1, transferred by wire \$150,000 to a bank account controlled by Willbros Ecuador Employee 2, for the purpose of making a corrupt payment or payments to PetroEcuador and PetroComercial officials. WB Ecuador Employee 1 informed BROWN that WB Ecuador Employee 2 had received the fund transfer.

OVERT ACTS

26. In furtherance of said conspiracy and to effect the objects thereof, JIM BOB BROWN, the defendant, and others known and unknown, committed the following overt acts in the Southern District of Texas and elsewhere:

a. On or about June 10, 2004, BROWN, the defendant, sent or otherwise transmitted from Venezuela to DOE 1, through WGI's server located at WGI's administrative headquarters in Houston, Texas, an email requesting wire transfer of \$150,000 for corrupt payments to Ecuadorian officials;

b. In or around April 2003, CN 1 transmitted from Nigeria to WGI's administrative headquarters in Houston, Texas, a forecast for funds purportedly needed

for WGI's Nigerian operations, which request CN 1 based at least in part upon false expenses generated by the fictitious invoices;

c. In and around January and February 2005, BROWN communicated by telephone and email between Nigeria and Houston, Texas to discuss with a WGI senior executive, among other things, strategies by which WGI, WII, the Willbros Nigerian Subsidiaries, and any of them, could obtain and retain the EGGS business;

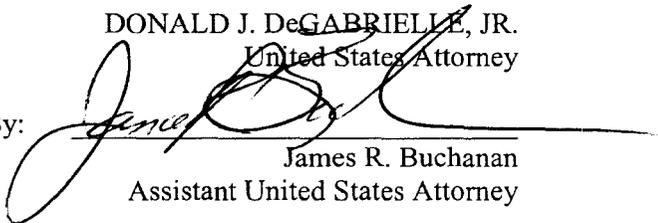
d. On or about February 23, 2005, BROWN, the defendant, after communicating by email with a WII employee whose title was "General Manager—Offshore", transmitted from Nigeria to WGI executives and counsel, through WGI's server located at WGI's administrative headquarters in Houston, Texas, a cover email and attached revised draft consultant agreement for the retention of a consultant to replace Consultant 1.

(Title 18, United States Code, Section 371)

DATED: September 11th, 2006

DONALD J. DeGABRIELLE, JR.
United States Attorney

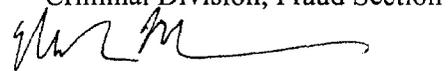
By:



James R. Buchanan
Assistant United States Attorney

PAUL E. PELLETIER
Acting Chief,
Criminal Division, Fraud Section

By:



Mark F. Mendelsohn, Deputy Chief
Thomas E. Stevens, Trial Attorney