

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

10 - 766

UNITED STATES OF AMERICA

v.

PRIDE INTERNATIONAL, INC.

Defendant.

§ CRIMINAL NO.:

§ 18 U.S.C. § 371;

§ 15 U.S.C. § 78dd-1;

§ 15 U.S.C. §§ 78m(b)(2)(A)

§ 78m(b)(5), 78ff(a)

§

§

United States District Court  
Southern District of Texas  
FILED

NOV 4 2010

David J. Bradley, Clerk of Court

**CRIMINAL INFORMATION**

The United States charges:

**GENERAL ALLEGATIONS**

At all times material to this Information, unless otherwise stated:

1. The Foreign Corrupt Practices Act of 1977 (hereinafter the "FCPA"), as amended, Title 15, United States Code, Sections 78dd-1 *et seq.*, prohibited certain classes of persons and entities 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 securing any improper advantage, or of obtaining or retaining business for, or directing business to, any person. 15 U.S.C. §78dd-1(a). Furthermore, the FCPA required issuers to make and keep books, records, and accounts that accurately and fairly reflect transactions and disposition of the company's assets and prohibited the knowing falsification of an issuer's books, records, or accounts. 15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

The FCPA's accounting provisions also required that issuers maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to (I) permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (II) maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals, and appropriate action is taken with respect to any differences. 15 U.S.C. § 78m(b)(2)(B). The FCPA prohibited the knowing circumvention or failure to implement such a system of internal accounting controls. 15 U.S.C. §§ 78m(b)(5) and 78ff(a).

***Relevant Pride Entities***

2. Defendant PRIDE INTERNATIONAL, INC. ("PRIDE INTERNATIONAL") was a Delaware corporation headquartered in Houston, Texas. PRIDE INTERNATIONAL was publicly traded on the New York Stock Exchange and issued and maintained a class of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), Title 15, United States Code, Section 78l, and was required to file periodic reports with the United States Securities and Exchange Commission ("SEC")

under Section 13 of the Exchange Act. Accordingly, PRIDE INTERNATIONAL was an “issuer” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a). By virtue of its status as an issuer within the meaning of the FCPA, PRIDE INTERNATIONAL was required to make and keep books, records, and accounts which, in reasonable detail, accurately and fairly reflected the transactions and disposition of assets of PRIDE INTERNATIONAL and its subsidiaries, including those of Pride Forasol S.A.S.

3. Pride Forasol S.A.S. (“Pride Forasol”), a wholly-owned subsidiary of PRIDE INTERNATIONAL, was organized under the laws of, and had its principal place of business, in France. Pride Forasol operated in numerous countries through a variety of branches, subsidiaries, and affiliates including, but not limited to, Pride Foramer S.A.S., Pride Foramer de Venezuela S.A., and Pride Foramer India. Pride Forasol was a “person” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3(f)(1). As more fully described herein, Pride Forasol, by using affiliated U.S. entities and their personnel, as well as co-conspirators, to perform acts for the benefit of Pride Forasol and its subsidiaries and affiliates, used and caused the use of the mails and means and instrumentalities of interstate commerce and performed other acts while in the territory of the United States corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value to foreign government officials for the purpose of assisting in

obtaining or retaining business for, or directing business to, any person, all within the meaning of the FCPA, Title 18, United States Code, Section 78dd-3.

4. Pride Foramer S.A.S. (“Pride Foramer”) was a wholly-owned subsidiary of Pride Forasol.

5. Pride Foramer de Venezuela S.A. (“Pride Foramer Venezuela”) was a branch of Pride Forasol’s wholly-owned subsidiary Pride Foramer operating in Venezuela.

6. Pride Foramer India (“Pride India”) was a branch of Pride Forasol’s wholly-owned subsidiary, Pride Foramer, operating in India.

7. Interdrill Ltd. (“Interdrill”) was a wholly-owned subsidiary of PRIDE INTERNATIONAL organized under the laws of the Bahamas. Interdrill’s books, records, and accounts were included in the consolidated financial statements of PRIDE INTERNATIONAL submitted to the SEC.

8. Internationale de Travaux et de Material S.A.S. (“I.T.M.”) was a wholly-owned subsidiary of PRIDE INTERNATIONAL, organized under the laws of France.

9. Forinter Limited (“Forinter”) was a wholly-owned subsidiary of PRIDE INTERNATIONAL, organized under the laws of Jersey.

10. Mexico Drilling Limited LLC, Pride Central America LLC, and Pride Drilling LLC (collectively, “Pride Mexico”) were wholly-owned subsidiaries of PRIDE INTERNATIONAL, incorporated in Delaware.

*Relevant Pride Employees*

11. Senior Western Hemisphere Executive A (hereinafter “Senior Executive A”), a United States citizen, was an officer and employee of PRIDE INTERNATIONAL. Senior Executive A was located in Houston, Texas. Senior Executive A was a “domestic concern” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and an agent of an issuer, PRIDE INTERNATIONAL, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

12. Country Manager 1, a United States citizen, was the Country Manager in Venezuela from in or around May 2001 through in or around December 2004 and the Country Manager in Mexico from in or around January 2005 through in or around December 2006. From mid-2004 until in or around December 2006, Country Manager 1 reported directly to the Senior Executive A in Houston, Texas. Country Manager 1 was a “domestic concern” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1) and, in his capacity as Country Manager for Venezuela and Mexico, an agent of an issuer, PRIDE

INTERNATIONAL, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

13. The Marketing Manager, a Venezuelan citizen, was the Pride Marketing and Business Development Manager for Pride Foramer Venezuela. The Marketing Manager was located in Venezuela.

14. The Operations Manager, a French citizen, was the Operations Manager for Pride Foramer Venezuela. The Operations Manager was located in Venezuela.

15. Country Manager 2, a United States citizen, was the Country Manager in Mexico from in or around 2002 through in or around December 2004 and the Country Manager in Venezuela from in or around January 2005 until in or around September 2005. Country Manager 2 was a “domestic concern” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and, in his capacity as Country Manager for Mexico and subsequently Venezuela, was an agent of an issuer, PRIDE INTERNATIONAL, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

16. Senior Pride Forasol Executive (hereinafter “Senior Executive B”), a French citizen, was based in Velizy, France. Senior Executive B was also the Director of International Finance for PRIDE INTERNATIONAL. Senior Executive B had oversight responsibility over Pride India. Senior Executive B was

an agent of an issuer, PRIDE INTERNATIONAL, within the within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

17. The Legal Director, a French citizen, was the Director of Legal Affairs for Pride Forasol, based in Velizy, France. The Legal Director had oversight responsibility over Pride India.

18. The Base Manager, a Canadian citizen, was the Base Manager for Pride India. The Base Manager was located in India.

19. The Area Manager, a U.S. citizen, was the Area Manager for the Asia Pacific region which included Pride India.

20. The Finance Manager, a British citizen, was the Eastern Hemisphere Finance Manager for PRIDE INTERNATIONAL. The Finance Manager was located in Houston, Texas. The Finance Manager was an agent of an issuer, PRIDE INTERNATIONAL, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

21. The Assistant Controller, a United States citizen, was the Assistant Controller for the Eastern Hemisphere for PRIDE INTERNATIONAL. The Assistant Controller was located in Houston, Texas. The Assistant Controller was a “domestic concern” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1) and an agent of an issuer, PRIDE INTERNATIONAL, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

22. The Logistics Coordinator, a United States citizen, was the Logistics Coordinator for Pride Mexico. The Logistics Coordinator was located in Mexico. The Logistics Coordinator was a “domestic concern” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

***Relevant Pride Agents***

23. Vendor A was a Pride Foramer Venezuela vendor.

24. Vendor B was a Pride Foramer Venezuela vendor.

25. The India Customs Consultant was an individual who provided customs consulting services to Pride India.

26. The Mexico Marketing Agent was an individual who provided marketing services for Pride Mexico.

***Other Relevant Entities and Individuals***

27. Petróleos de Venezuela S.A. (“PDVSA”) was a Venezuelan state-owned oil company. In 1975, the Government of Venezuela established PDVSA, an agency and instrumentality of the government, to manage and control the exploration, production, refinement, and transport of oil as well as the exploration and production of natural gas in Venezuela. Officials and members of the Board of Directors of PDVSA were “foreign officials” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).



28. The PDVSA Director, a Venezuelan citizen, was appointed by the President of Venezuela as a member of the PDVSA Board of Directors. The PDVSA Director was a “foreign official” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

29. The Venezuela Intermediary, who owned a company that provided catering services to Pride Foramer Venezuela, acted as an intermediary on behalf of the PDVSA Director.

30. The Customs, Excise, and Gold Appellate Tribunal (“CEGAT”) in India was an administrative judicial tribunal. Judges who were members of the CEGAT were “foreign officials” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

31. The Mexico Customs Official was a Customs Administrator Operations Assistant for the Mexican customs service. The Mexico Customs Official was a “foreign official” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

### ***The Bribery Schemes***

#### ***Venezuela***

32. PRIDE INTERNATIONAL owned and operated numerous oil and gas drilling rigs throughout South America, including in Venezuela. PDVSA leased the semi-submersible rig *Pride Venezuela* from Pride Foramer Venezuela.

PDVSA also contracted with Pride Foramer Venezuela to operate two jackup rigs, the *GP-19* and the *GP-20*.

The *Pride Venezuela*

33. Between in or around February 2003 and in or around July 2003, Country Manager 1, the Marketing Manager, the Operations Manager, and others known and unknown agreed to pay \$120,000 to the Venezuela Intermediary with the intent that the money would be paid to the PDVSA Director to secure a contract extension for the *Pride Venezuela*.

34. Specifically, between in or around February 2003 and in or around July 2003, Country Manager 1, the Marketing Manager, the Operations Manager, and others agreed to pay the Venezuela Intermediary two \$60,000 payments with the intent that the bribes would be provided to the PDVSA Director to secure a contract extension for the *Pride Venezuela*.

35. In order to conceal and to generate money to pay the bribes to the PDVSA Director, Country Manager 1, the Marketing Manager, the Operations Manager, and others agreed and instructed one of Pride Foramer Venezuela's vendors, Vendor A, to inflate certain of its invoices for its services. Pride Foramer Venezuela then paid Vendor A for the undelivered services relating to the inflated invoices. Vendor A delivered the excess money it received from Pride Foramer

Venezuela to the Venezuela Intermediary with the intent that it would be provided to the PDVSA Director.

36. On behalf of PRIDE INTERNATIONAL and Pride Foramer Venezuela, Vendor A wire transferred bribe payments of at least \$120,000 to, or for the benefit of, the PDVSA Director to an account at a bank in Miami, Florida in the name of the Venezuela Intermediary.

37. In exchange for the corrupt payments, the *Pride Venezuela* contract was extended for approximately three months, from in or around April 2003 to in or around July 2003. The profits that PRIDE INTERNATIONAL derived from extending the contract were approximately \$2.45 million.

The GP-19 and GP-20

38. Beginning in or around April 2004, the contracts with PDVSA to operate the *GP-19* and *GP-20* offshore rigs were scheduled to expire. The Operations Manager believed that the PDVSA Director might prevent additional contract extensions for the rigs because the PDVSA Director had not received a third corrupt payment of \$60,000 for the 2003 *Pride Venezuela* drilling contract extension.

39. In order to secure the *GP-19* and *GP-20* contract extensions, the Operations Manager arranged to pay the PDVSA Director an additional \$60,000 corrupt payment as a delinquent payment related to the *Pride Venezuela* contract

extension and to pay approximately \$12,000 per month per rig for the *GP-19* and *GP-20*.

40. On or before May 21, 2004, an additional \$60,000 was paid to the Venezuela Intermediary for the benefit of the PDVSA Director relating to the *Pride Venezuela* contract extension.

41. Between in or around April 2004 and in or around November 2004, the Marketing Manager, the Operations Manager, and others known and unknown also agreed to pay at least \$114,000 to the Venezuela Intermediary with the intent that the money would be paid to the PDVSA Director to secure contract extensions for the *GP-19* and *GP-20*.

42. In order to conceal and to generate money to pay the bribes to the PDVSA Director, the Operations Manager and others agreed and instructed two of Pride Foramer Venezuela's vendors, Vendor A and Vendor B, to inflate certain of their invoices for services. Pride Foramer Venezuela then paid Vendor A and Vendor B for the undelivered services relating to the inflated invoices. The vendors delivered the excess money they received from Pride Foramer Venezuela to the Venezuela Intermediary with the intent that it would be provided to the PDVSA Director.

43. Pride Foramer Venezuela caused Vendor A and Vendor B to wire transfer a total of \$114,000 to, or for the benefit of, the PDVSA Director from

bank accounts in Venezuela to an account at a bank in Miami, Florida in the name of the Venezuela Intermediary on or about the following dates:

<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
May 21, 2004	Vendor B	\$60,000
August 19, 2004	Vendor B	\$18,000
September 21, 2004	Vendor B	\$12,000
November 3, 2004	Vendor A	\$24,000

44. In exchange for the corrupt payments, the PDVSA Director caused PDVSA to extend the *GP-20* contract from July 2004 through June 2005 and the *GP-19* contract from February 2005 through June 2005. The profits that PRIDE INTERNATIONAL derived from the contract extensions for the *GP-20* were approximately \$596,000. The *GP-19* extension was not profitable.

45. Thereafter, Senior Executive A concealed information relating to the bribe payments to the PDVSA Director from reports submitted to PRIDE INTERNATIONAL's auditors.

### ***India***

46. From in or around January 2003 to in or around July 2003, Senior Executive B, the Legal Director, the Base Manager, the Area Manager, the India Customs Consultant, and others known and unknown agreed to pay \$500,000 into

bank accounts in Dubai in the names of third party entities with the intent that it would be passed on to an Indian CEGAT judge to secure a favorable judicial decision for Pride India relating to a litigation matter pending before the official involving the payment of customs duties and penalties owed for a rig, the *Pride Pennsylvania*.

47. To pay the bribe, employees of Pride Forasol, including Senior Executive B and the Legal Director, caused false invoices for agent and consulting services to be created and submitted to Interdrill for payment.

48. Interdrill processed the invoices and then caused PRIDE INTERNATIONAL subsidiaries Forinter and I.T.M. to pay the invoices. The \$500,000 from the false invoices was paid into bank accounts in Dubai in the names of third party entities with the intent that it would be paid to the Indian CEGAT judge.

49. On or about June 30, 2003, Pride India received a favorable ruling from CEGAT.

50. The estimated gain to Pride Forasol from securing a favorable decision was at least \$10 million.

51. To conceal the bribe, the Finance Manager, who was located in Houston, Texas, with knowledge of the scheme to bribe the Indian CEGAT judge, sent an email to the Assistant Controller, who was located in Houston, Texas

authorizing the booking of the bribe payments by PRIDE INTERNATIONAL's subsidiary, Interdrill, as a "regular fee" in a newly created "miscellaneous fees" account. Thereafter, the payments were recorded in Interdrill's books, records, and accounts as costs incurred for legitimate consulting services and were characterized as "regular fees." In truth, some or all of these payments were intended to be bribes paid to the Indian CEGAT judge for the purpose of securing a favorable judicial decision.

*Mexico*

52. In or around December 2004, Senior Executive A, the Logistics Coordinator, Country Manager 2, and others known and unknown agreed to pay approximately \$10,000 to the Mexico Marketing Agent with the intent that the money would be paid to the Mexico Customs Official to avoid taxes and penalties for alleged violations of Mexican customs regulations relating to a vessel leased by PRIDE INTERNATIONAL.

53. To conceal the payments, the Mexico Marketing Agent caused false invoices purportedly for electrical maintenance services to be submitted to Pride Mexico in support of the payment. The \$10,000 payment was recorded in PRIDE INTERNATIONAL's books and records as "electricity maintenance fees."

***False Books and Records***

54. From in or around February 2003 through in or around November 2004, Country Manager 1, the Marketing Manager, the Operations Manager, and others falsely characterized the corrupt payments that were paid to Vendors A and B for the benefit of the PDVSA Director in Pride Foramer Venezuela and Pride Forasol's books, records, and accounts as payments to vendors for services provided by the vendors.

55. From in or around May 2003 to in or around July 2003, Senior Executive B, the Legal Director, the Finance Manager, the Assistant Controller, and others falsely characterized Pride India's bribe payments intended for the benefit of an Indian CEGAT judge in Interdrill's books, records, and accounts as "regular" fees.

56. In or around December 2004, Country Manager 2 and others falsely characterized Pride Mexico's \$10,000 corrupt payment to the Mexico Customs Official in Pride Mexico's books, records, and accounts as a payment to a vendor for "electricity maintenance" expense.

57. At the end of fiscal years 2003 through 2005, the books, records, and accounts of certain of PRIDE INTERNATIONAL's wholly-owned subsidiaries and their branches, including those of Pride Foramer Venezuela, Pride Forasol, Pride Mexico, Pride India, Interdrill, I.T.M., and Forinter, containing the false



characterizations of the corrupt payments described above, were consolidated into the books, records, and accounts of PRIDE INTERNATIONAL for purposes of preparing PRIDE INTERNATIONAL's year-end financial statements.

***Total Corrupt Payments Paid and Improper Benefits Received***

58. As described herein, from in or around January 2003 through in or around December 2004, certain PRIDE INTERNATIONAL subsidiaries and their branches paid at least \$804,000 in bribes to foreign government officials in Venezuela, India, and Mexico to extend contracts, secure a favorable judicial decision, and avoid the payment of customs duties and penalties. The benefit that PRIDE INTERNATIONAL received as a result of these payments was at least \$13 million.

**COUNT 1**  
**Conspiracy to Violate the Foreign Corrupt Practices Act**  
**(18 U.S.C. § 371)**

59. Paragraphs 1 through 58 of this Information are re-alleged and incorporated by reference as though fully set forth herein.

60. In or around December 2004, in the Southern District of Texas, and elsewhere, the defendant, PRIDE INTERNATIONAL, INC., did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate and agree with Pride Mexico, the Senior Executive A, the

Logistics Coordinator, Country Manager 2, the Mexico Marketing Agent, and others known and unknown, to commit offenses against the United States, namely,

a. to willfully make use of the mails and means and instrumentalities of interstate commerce and to do acts outside the United States 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 any foreign officials, and to any person while knowing that all or a portion of such money or thing of value would be or had been offered, given, or promised, directly or indirectly, to foreign officials, for the purposes of: (i) influencing acts and decisions of such foreign officials in their official capacities; (ii) inducing such foreign officials to do and omit to do acts in violation of the lawful duties of such officials; (iii) securing an improper advantage; and (iv) 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 instrumentalities, in order to assist PRIDE INTERNATIONAL, Pride Mexico, and others, in obtaining and retaining business for and with, and directing business to, PRIDE INTERNATIONAL and Pride Mexico, in violation of Title 15, United States Code, Section 78dd-1; and

b. to knowingly falsify and cause to be falsified books, records, and accounts required to, in reasonable detail, accurately and fairly reflect the

transactions and dispositions of the assets of an issuer, *to wit*, PRIDE INTERNATIONAL, in violation of Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5) and 78ff(a).

### **PURPOSES OF THE CONSPIRACY**

61. The primary purposes of the conspiracy were to: (a) make corrupt payments a Mexico government official in order obtain or retain business and to obtain other favorable treatment for and on behalf of PRIDE INTERNATIONAL and Pride Mexico in connection with oil and gas drilling rigs operating within Mexico, and (b) falsify books, records, and accounts of PRIDE INTERNATIONAL in connection with the corrupt payments in Mexico, in order to make the payments appear as legitimate business expenses when, in fact, they were bribes intended for the benefit of a Mexico government official.

### **MANNER AND MEANS OF THE CONSPIRACY**

62. To accomplish the purposes and objects of the conspiracy, PRIDE INTERNATIONAL and its co-conspirators used the following manner and means, among others:

a. Senior Executive A, the Logistics Coordinator, Country Manager 2, and their co-conspirators corresponded with one another about paying a bribe to the Mexican Customs Official in order to secure the official's assistance

in helping the company to avoid taxes and penalties for an alleged violation of Mexican customs regulations.

b. Senior Executive A and Country Manager 2 and their co-conspirators caused \$10,000 to be paid to the Mexico Marketing Agent for the benefit of the Mexico Customs Official.

c. Country Manager 2 and the Mexico Marketing Agent and their co-conspirators caused the bribe payments to be recorded in the books, records, and accounts of PRIDE INTERNATIONAL as an “electricity maintenance” expense.

#### **OVERT ACTS**

63. In furtherance of the conspiracy and to achieve its purposes and objects, at least one of the co-conspirators committed and caused to be committed, in the Southern District of Texas, and elsewhere, the following overt acts, among others:

a. On or about December 15, 2004, Country Manager 2, who was located in Mexico, sent an email to the Senior Executive A, who was based in Houston, Texas, advising that the Mexico Customs Official had solicited a payment of \$10,000.

b. On or about December 15, 2004, the Senior Executive A sent an email from Houston, Texas, to Country Manager 2 in Mexico authorizing a

payment of \$10,000 to the Mexico Customs Official and instructing that the payment be coordinated through the Mexico Marketing Agent.

c. In or around December 2004, on behalf of Pride Mexico and PRIDE INTERNATIONAL, the Mexico Marketing Agent paid \$10,000 in cash to a person purporting to represent the Mexico Customs Official.

d. In or about December 2004, the Mexico Marketing Agent caused false invoices purportedly for electrical maintenance services to be submitted to Pride Mexico in support of the payment.

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

**COUNT 2**  
**Foreign Corrupt Practices Act Violation – Venezuela**  
**(15 U.S.C. § 78dd-1)**

64. Paragraphs 1 through 58 of this Information are re-alleged and incorporated by reference as though fully set forth herein.

65. Between in or around February 2003 and in or around November 2004, in the Southern District of Texas, and elsewhere, the defendant, PRIDE INTERNATIONAL, did willfully make use of and cause to be used the mails and any means and instrumentalities of interstate commerce and did acts outside the United States 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 person while knowing that all

or a portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to foreign officials, for the purpose of: (i) influencing acts and decisions of such foreign officials in their official capacities; (ii) inducing such foreign officials to do and omit to do acts in violation of the lawful duties of such officials; (iii) securing an improper advantage; and (iv) 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 or instrumentalities thereof, in order to assist PRIDE INTERNATIONAL in obtaining and retaining business for and with, and directing business to, PRIDE INTERNATIONAL, *to wit*, PRIDE INTERNATIONAL, Pride Foramer Venezuela, Pride Forasol, and others caused payments totaling at least \$294,000 to be paid to the Venezuela Intermediary with the intent that some or all of the payments would be paid as bribes to the PDVSA Director, a Venezuelan government official, in order to obtain contract extensions from PDVSA for the *Pride Venezuela*, the *GP-19*, and the *GP-20*.

All in violation of Title 15, United States Code, Section 78dd-1(a).

**COUNT 3**

**False Books and Records – India  
(15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), 78ff(a))**

66. Paragraphs 1 through 58 of this Information are re-alleged and incorporated by reference as though fully set forth herein.

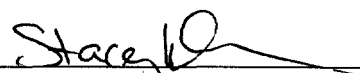
67. From in or around May 2003 to in or around December 2003, in the Southern District of Texas, and elsewhere, the defendant, PRIDE INTERNATIONAL, knowingly falsified and caused to be falsified books, records, and accounts required to, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of PRIDE INTERNATIONAL, *to wit*: defendant PRIDE INTERNATIONAL falsely recorded in its books and records the payments of \$500,000 as “regular fees” when, in fact, the defendant knew that these payments were bribes intended for the benefit of an Indian CEGAT judge.

All in violation of Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5) and 78ff(a).

DATED: November 4, 2010

JOSÉ ANGEL MORENO  
United States Attorney

DENIS J. McINERNEY  
Chief, Fraud Section, Criminal Division

By:   
Stacey K. Luck  
Senior Trial Attorney  
Fraud Section, Criminal Division  
U.S. Department of Justice  
1400 New York Avenue, N.W.  
Washington, D.C. 20005