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DEC 27 2011

IN THE UNITED STATES DISTRICT COURT Phil Lombardi, Clerk
FOR THE NORTHERN DISTRICT OF OKLAHOMA U.S. DISTRICT COURT

11 CR 183 GKF

UNITED STATES OF AMERICA,

) **Case No. _____**

)

) **FILED UNDER SEAL**

)

Plaintiff,

) **INFORMATION**

) **[COUNT 1: 18 U.S.C. § 371 –**

v.

) **Conspiracy;**

) **COUNT 2: 15 U.S.C. § 78dd-2 –**

PETER DUBOIS,

) **Foreign Corrupt Practices Act**

) **Forfeiture Allegation:**

) **18 U.S.C. § 981(a)(1)(C) and 28 U.S.C.**

Defendant.

) **§ 2461(c)]**

The United States charges:

COUNT ONE
(18 U.S.C. § 371)

INTRODUCTION

At all times relevant to this Information, unless otherwise specified:

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1, *et seq.* (“FCPA”), was enacted by Congress for the purpose of, among other things, making it unlawful for 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 assisting in obtaining or retaining business for, or directing business to, any person.

2. MRO Company was headquartered in Tulsa, Oklahoma, incorporated in Oklahoma, and thus a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B). In or about 2000, MRO Company was acquired by Parent Company, a company incorporated and headquartered in Germany. MRO Company was in the business of providing aircraft maintenance, repair and overhaul (“MRO”) services to customers in the United States and abroad. MRO Company serviced aircraft owned and operated by a number of governmental and other customers in Latin America, including in Mexico and Panama.

3. The defendant, **PETER DUBOIS** (“Defendant **DUBOIS**”), was MRO Company’s Vice President of Sales & Marketing from in or about May 2005 through in or about March 2010. Defendant **DUBOIS** was a citizen of the United States and resident of Tulsa, Oklahoma. Thus, Defendant **DUBOIS** was a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A), and an officer, employee and agent of a domestic concern, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1). Defendant **DUBOIS**’s responsibilities at MRO Company included oversight of MRO Company’s efforts to obtain business from new customers and to maintain and increase business with existing customers.

4. Executive A was a senior executive at MRO Company from in or about 2004 to in or about 2010. Executive A was responsible for the operations and finances of MRO

Company. In general, Executive A would meet with Defendant **DUBOIS** several times a week to discuss MRO Company's operations and finances.

5. Executive B was a senior finance executive at MRO Company from in or about 2004 to in or about 2010. Executive B was responsible for overseeing MRO Company's accounts and finances and the approval of payment of invoices and of wire and check requests.

6. Sales Manager A was a regional sales manager at MRO Company from in or about 2004 to in or about 2010. Sales Manager A interacted with potential and existing customers and was responsible for obtaining business from new customers and maintaining and increasing business with existing customers.

7. Shell Company A was owned by Sales Manager A and was located at Sales Manager A's personal residence in Van Nuys, California. Shell Company A operated under the pretense of providing MRO services. Sales Manager A was the only officer, director, and employee of Shell Company A.

8. The Mexican Policia Federal Preventiva (the "Mexican Federal Police") was the government police force in Mexico and an "agency" of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). The Mexican Federal Police was a customer of MRO Company.

9. The Mexican Coordinacion General de Transportes Aereos Presidenciales (the

“Mexican President’s Fleet”) was the air fleet for the President of Mexico and an “agency” of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). The Mexican President’s Fleet was a customer of MRO Company.

10. The air fleet for the Gobierno del Estado de Sinaloa (“Sinaloa”) was the air fleet for the Governor of the Mexican State of Sinaloa and an “agency” of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). Sinaloa was a customer of MRO Company.

11. The Republica de Panama Autoridad Aeronautica Civil (the “Panama Aviation Authority”) was the aviation authority of Panama and an “agency” of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). The Panama Aviation Authority was a customer of MRO Company.

12. Official 1 was a Captain in the Mexican Federal Police and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 1 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

13. Official 2 was a Colonel in the Mexican President’s Fleet and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 2 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

14. Official 3 was a Director of Air Services at Sinaloa and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 3 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

15. Official 4 was a chief mechanic at the Panama Aviation Authority and had broad decision-making authority and influence over the award of contracts to MRO service providers. Official 4 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

THE CONSPIRACY

16. Paragraphs 1 through 15 are realleged and incorporated by reference as though fully set forth herein.

17. From in or around May 2005, and continuing through in or around March 2010, in the Northern District of Oklahoma and elsewhere, the defendant, **PETER DUBOIS**, did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly conspire, confederate and agree with Executive A, Executive B, Sales Manager A and others, known and unknown, to commit offenses against the United States, that is, to willfully make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, to

a foreign official, and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given, and promised to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his 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 Defendant **DUBOIS**, Executive A, Executive B, Sales Manager A and others in obtaining and retaining business for and with, and directing business to, MRO Company and others, in violation of Title 15, United States Code, Section 78dd-2(a).

PURPOSE OF THE CONSPIRACY

18. The purpose of the conspiracy was to obtain MRO service contracts and other business for MRO Company from foreign government customers, including the Mexican Federal Police, the Mexican President's Fleet, Sinaloa and the Panama Aviation Authority, by paying bribes to government officials employed by the foreign government customers, including Official 1, Official 2, Official 3 and Official 4.

MANNER AND MEANS OF THE CONSPIRACY

19. The manner and means by which Defendant **DUBOIS** and his co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following:

20. Defendant **DUBOIS**, together with others, would and did discuss in person, via telephone and via electronic mail (“e-mail”) the competitive need to obtain and retain contracts with customers, including foreign government customers, to perform MRO services.

21. Defendant **DUBOIS**, together with others, would and did discuss in person, via telephone and via e-mail making bribe payments — which they called “commissions,” “incentives” or “referral fees” — to employees of customers, including foreign government customers, in order to obtain and retain contracts to perform MRO services.

22. Defendant **DUBOIS**, together with others, would and did offer to pay, promise to pay and authorize the payment of bribes, directly and indirectly, to and for the benefit of employees of foreign government customers, including Official 1, Official 2, Official 3 and Official 4, in exchange for those officials’ agreements to help MRO Company secure contracts with the foreign government customers by which they were employed.

23. Defendant **DUBOIS**, together with others, would and did discuss in person, via telephone and via e-mail with Executive A, Executive B and Sales Manager A the

manner and means by which the bribe payments were to be paid — for example, whether the payments were to be made by check, wire or cash, and the names and locations of the bank accounts to which the bribe payments should be transferred.

24. Defendant **DUBOIS**, together with others, would and did attempt to conceal the payments to foreign officials by using Shell Company A to funnel the payments to the foreign officials and by making payments in United States currency delivered by hand to the foreign officials.

25. Defendant **DUBOIS**, together with others, would and did wire and cause to be wired certain bribe payments from MRO Company's bank account in New York to bank accounts in Oklahoma, California and elsewhere for the purpose of making payments to foreign officials, including Official 1, Official 2, Official 3 and Official 4.

OVERT ACTS

26. In furtherance of the conspiracy and to achieve the objects thereof, at least one of the conspirators committed, and caused to be committed, in the Northern District of Oklahoma and elsewhere, at least one of the following overt acts, among others:

27. On or about June 7, 2006, Defendant **DUBOIS** sent an e-mail to a customer-relations employee at MRO Company, copying Executive B and Sales Manager A, in which Defendant **DUBOIS** agreed that MRO Company would provide a cellular telephone for

Official 4's use and would pay \$10,000 to Official 4 "for his instrumental assistance in securing the contract for [MRO Company]" with the Panama Aviation Authority.

28. On or about November 9, 2006, Sales Manager A sent an e-mail to Defendant **DUBOIS** stating that MRO Company needed to pay \$2,000 in United States currency to an official from the Mexican President's Fleet.

29. On or about that same day, Defendant **DUBOIS** forwarded the e-mail to Executive B and asked whether Executive B could arrange to have the cash ready to give to Sales Manager A the following day.

30. On or about November 10, 2006, Executive B responded to Defendant **DUBOIS** and stated, "We don't have this in petty cash, but can go to the bank to make arrangements."

31. On or about October 30, 2007, Sales Manager A sent an e-mail to Defendant **DUBOIS** and Executive B asking for their help in delivering \$30,000 to Official 2.

32. On or about that same day, Executive B responded in an e-mail to Sales Manager A, "Are we to wire funds to your business account?"

33. On or about that same day, Sales Manager A responded in an e-mail to Executive B, "Yes Sir. I don't have another choice. Thank you."

34. On or about October 31, 2007, Executive B caused \$30,000 to be wired from MRO Company's bank account in New York to Shell Company A's bank account in

California for the purpose of making a payment to Official 2 in return for Official 2's help in securing a contract for MRO Company with the Mexican President's Fleet.

35. On or about October 31, 2007, Executive B sent an e-mail to Sales Manager A, copying Defendant **DUBOIS** and others, and stated, "Please note that the \$30k wire has been sent. Please confirm that you receive it. Thx."

36. On or about October 31, 2007, Sales Manager A responded that Sales Manager A was on Sales Manager A's way to Mexico with the United States currency meant for Official 2.

37. On or about February 21, 2008, Defendant **DUBOIS** sent an e-mail to Executive B, stating that Sales Manager A "has recently purchased some high dollar stuff for [the Mexican Federal Police] and chile [sic]. His card is maxed. Can we put an additional 10k for a period. [sic] He is departing today and needs it."

38. On or about February 21, 2008, Executive B sent an e-mail responding to Defendant **DUBOIS**, stating, "The increase was made effective earlier this afternoon"

39. On or about October 27, 2009, Sales Manager A and another employee of MRO Company submitted two check requests, one for \$22,912.38 and one for \$6,417.44, for payment to Official 3 for his help in securing business with Sinaloa.

40. On or about October 27, 2009, Executive B caused two checks to be sent to Official 3 in the amounts of \$22,912.38 and \$6,417.44.

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

COUNT TWO
(15 U.S.C. § 78dd-2)

41. Paragraphs 1 through 15 and 19 through 40 are realleged and incorporated by reference as though fully set forth herein.

42. On or about April 13, 2009, in the Northern District of Oklahoma and elsewhere, the defendant, **PETER DUBOIS**, did willfully make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to a foreign official, and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given, and promised, to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his 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 Defendant **DUBOIS**, Executive A, Executive B, Sales Manager A and others in obtaining and retaining business for and with, and directing business to, MRO Company and others, to wit, Defendant **DUBOIS** corruptly caused a wire transfer in the amount of \$176,000 from MRO Company's bank account in New York to Shell Company A's bank account in

California for use to bribe foreign officials employed by the Mexican Federal Police in return for their assistance in securing business for MRO Company with the Mexican Federal Police.

All in violation of Title 15, United States Code, Section 78dd-2(a).

FORFEITURE ALLEGATIONS
(18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

43. Paragraphs 1 through 15 and 19 through 40 are realleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

44. Upon conviction of the offense in violation of Title 18, United States Code, Section 371, set forth in Count One of this Information, and Title 15, United States Code, Section 78dd-2, set forth in Count Two of this Information, the defendant, **PETER DUBOIS**, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses. A criminal forfeiture money judgment may also be entered in a sum of \$98,950, representing the amount of proceeds derived by defendant **DUBOIS** from the conspiracy to make unlawful payments to foreign government officials in order to obtain and retain aircraft servicing contracts, in violation of Title 18, United States Code, Section 371, and violations of the Foreign Corrupt Practices Act, in violation of Title 15, United States Code, Section 78dd-2.

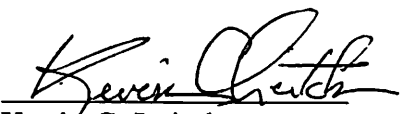
45. Pursuant to Title 21, United States Code, Section 853(p), as adopted by Title 28, United States Code, Section 2461(c), the defendant shall forfeit substitute property, up


to the value of the proceeds described above if, by any act or omission of the defendant, the proceeds described above, or any portion thereof, cannot be located upon the exercise of due diligence; have been transferred or sold to, or deposited with, a third party; have been placed beyond the jurisdiction of the court; have been substantially diminished in value; or have been commingled with other property which cannot be divided without difficulty.


All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

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