

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

<p>SECURITIES AND EXCHANGE COMMISSION,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>PRIDE INTERNATIONAL, INC.,</p> <p style="text-align: center;">Defendant.</p>	§ § § § § § § § § § §	<p>Civil Action No.</p>
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COMPLAINT

Plaintiff Securities and Exchange Commission (the “Commission”) alleges that:

SUMMARY

1. Defendant Pride International, Inc. (“Pride”) is one of the world’s largest offshore drilling companies. During the time frame relevant to the allegations herein, Pride operated its global business through more than 100 subsidiaries that employed as many as 14,000 people and operated more than 300 rigs in approximately 30 countries.

2. In or about early 2006, through its internal controls processes, Pride discovered evidence of improper payments during the time period from 2003 to 2005 in Latin America. Pride made a voluntary disclosure to the Commission staff and undertook an internal investigation under the direction of the Audit Committee of its Board of Directors. Pride also undertook a worldwide compliance review of other international operations. Pride cooperated fully with the Commission staff throughout its internal investigation and compliance review.

3. From in or about 2003 to in or about 2005, employees and/or agents of Pride authorized and/or made payments to third parties while aware of a high probability that all or a portion of such payments would be offered, given, or promised to foreign officials in Venezuela,

India, and Mexico in violation of the U.S. Foreign Corrupt Practices Act (the “FCPA”).
Specifically:

(a) From approximately 2003 to 2005, Joe Summers, the country manager of the Venezuelan branch of a French subsidiary of Pride, and/or certain other managers authorized payments totaling approximately \$384,000 to third-party companies believing that all or a portion of the funds would be given to an official of Venezuela’s state-owned oil company in order to secure extensions of three drilling contracts. In addition, Summers authorized the payment of approximately \$30,000 to a third party believing that all or a portion of the funds would be given to an employee of Venezuela’s state-owned oil company in order to secure an improper advantage in obtaining the payment of certain receivables.

(b) In or about 2003, a French subsidiary of Pride made three payments totaling approximately \$500,000 to third-party companies, believing that all or a portion of the funds would be offered or given by the third-party companies to an administrative judge to favorably influence ongoing customs litigation relating to the importation of a rig into India. Pride’s U.S.-based Eastern Hemisphere finance manager had knowledge of the payments at the time they were made.

(c) In or about late 2004, Bobby Benton, Pride’s Vice President, Western Hemisphere Operations, authorized the payment of \$10,000 to a third party, believing that all or a portion of the funds would be given by the third party to a Mexican customs official in return for favorable treatment by the official regarding certain customs deficiencies identified during a customs inspection of a Pride supply boat.

4. Additionally, from in or about 2001 to in or about 2006, certain transactions entered into by wholly or majority owned Pride subsidiaries operating in Mexico, Kazakhstan,

Nigeria, Saudi Arabia, the Republic of the Congo, and Libya were not correctly recorded in those subsidiaries' books. As a result, Pride failed to make and keep accurate books, records, and accounts and failed to devise and maintain an appropriate system of internal accounting controls.

5. By engaging in the conduct described in this Complaint, Pride violated Sections 13(b)(2)(A), 13(b)(2)(B), and 30A of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(2)(B), and 78dd-1]. The Commission brings this action against Pride seeking disgorgement, prejudgment interest, and injunctive relief to prevent future violations of the federal securities laws.

JURISDICTION

6. This Court has jurisdiction over this action under Sections 21(d), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), 78u(e), and 78aa]. In connection with the conduct described herein, Pride, directly or indirectly, made use of means or instrumentalities of interstate commerce, of mails, or of facilities of a national securities exchange in connection with the transactions, practices, and courses of business alleged in this Complaint.

7. Venue in the Southern District of Texas is proper pursuant to Section 27 of the Exchange Act [15 U.S.C. § 78aa] because certain acts or transactions constituting the violations by Pride occurred in this district.

DEFENDANT AND OTHER ENTITIES

8. Defendant Pride International, Inc. is a Delaware corporation headquartered in Houston, Texas. Its common stock is registered under Section 12(b) of the Exchange Act and trades on the New York Stock Exchange.

9. Pride Forasol S.A.S. ("Pride Forasol") is organized and has its principal place of business in France. Pride Forasol was acquired by Pride in 1997. During the time frame

relevant to the allegations described herein, Pride Forasol, through its branches and subsidiaries, operated primarily in countries in the Eastern Hemisphere, including India, Kazakhstan, Nigeria, Saudi Arabia, and Libya, as well as in Venezuela. As relevant to the conduct alleged, Pride Forasol operated through the following branches and subsidiaries:

(a) Pride Foramer de Venezuela S.A., a branch of Pride Forasol's wholly owned subsidiary Pride Foramer S.A.S., which operated in Venezuela (hereinafter "Pride Foramer Venezuela");

(b) Pride Foramer India, a branch of Pride Foramer S.A.S. which operated in India (hereinafter "Pride Foramer India");

(c) Pride Forasol Kazakhstan, a branch of Pride Forasol which operated in Kazakhstan (hereinafter "Pride Forasol Kazakhstan");

(d) Pride Forasol Drilling Nigeria Limited and Somaser S.N.C., majority owned subsidiaries of Pride Forasol which operated in Nigeria (hereinafter collectively "Pride Forasol Nigeria");

(e) Pride Arabia Limited, a joint venture operating in Saudi Arabia in which Pride Forasol held a 75% ownership interest (hereinafter "Pride Forasol Arabia"); and

(f) Forasol S.N.C., a subsidiary of Pride Forasol which operated in Libya (hereinafter "Pride Forasol Libya").

10. Mexico Drilling Limited LLC, Pride Central America LLC, and Pride Drilling LLC were wholly owned subsidiaries of Pride that were formed in Delaware and operated in Mexico (hereinafter collectively "Pride Mexico").

11. Pride South Pacific LLC is an indirect, wholly owned subsidiary of Pride, formed in Delaware, that operated during the relevant period in the Republic of the Congo (hereinafter “Pride Congo”).

12. At all times relevant to this Complaint, the financial results of the entities referenced in paragraphs 9(a)-(f), 10, and 11 were consolidated into the financial results for Pride.

FACTUAL BACKGROUND

Allegations Relating to FCPA Anti-Bribery, Books and Records, and Internal Controls Violations

Payments to Extend Contracts in Venezuela

13. In early 2003, a Pride Foramer rig operated in Venezuela on a drilling contract with the Venezuelan state-owned oil company, *Petróleos de Venezuela S.A.* (“PDVSA”), that was coming up for renewal or termination in February 2003.

14. In or around February 2003, an individual purporting to represent a PDVSA official (the “Venezuela Intermediary”) told Summers that the PDVSA official could assist the company in obtaining an extension of the drilling contract in exchange for a payment of \$60,000 per month for each month that the contract was extended.

15. PDVSA extended the drilling contract from April 2003 to mid-July 2003. In or around mid-2003, Summers authorized payments totaling approximately \$120,000, through certain vendors of Pride Foramer Venezuela, to a Miami bank account in the name of the Venezuela Intermediary, believing that all or a portion of the funds would be given to the PDVSA official.

16. In or around April 2004, a Pride Foramer Venezuela operations employee believed that the same PDVSA official was blocking or planned to block contract extensions for

two rig management contracts with PDVSA, at least in part because Pride Foramer Venezuela had refused to make a third payment of \$60,000 for the 2003 drilling contract extension. In or around May 2004, Summers authorized additional payments to the Venezuela Intermediary of \$60,000 in connection with the 2003 drilling contract extension and \$12,000 per rig, per month for each month that the rig management contracts were extended, believing that all or a portion of the funds would be given by the Venezuela Intermediary to the PDVSA official.

17. From approximately mid-2004 to the end of 2004, Pride Foramer Venezuela made the payments to the Venezuela Intermediary through certain of its local vendors. In or around December 2004, Pride retained a marketing agent in Venezuela (the “Venezuela Agent”). From in or around January 2005 to in or around June 2005, Pride Foramer Venezuela made the payments to the Venezuela Intermediary through the Venezuela Agent.

18. Summers, by authorizing and instructing his subordinates to execute the bribery schemes involving the vendors, caused Pride Foramer Venezuela to inaccurately record those payments as payments for goods and services received from the vendors. Pride Foramer Venezuela also falsely recorded the payments made to the Venezuela Intermediary through the Venezuela Agent as marketing commission payments to the Venezuela Agent.

Payments to Collect Outstanding Receivables in Venezuela

19. Following widespread strikes and civil unrest in Venezuela in late 2002, Pride Foramer Venezuela and other companies performing work for PDVSA had difficulty collecting outstanding receivables from PDVSA. By early 2003, Pride Foramer Venezuela had significant unpaid receivables for services that it had provided to PDVSA.

20. In or around March or April 2003, Pride Foramer Venezuela received information that a mid-level PDVSA accounts payable employee was holding up the payment of funds owed

to Pride Foramer Venezuela and wanted a payment of approximately \$30,000 in order to release the funds due.

21. In or around March or April 2003, Summers authorized a payment of approximately \$30,000 to a third party, believing that all or a portion of the funds would be offered or given by the third party to an employee of PDVSA for purposes of securing an improper advantage in receiving payment from PDVSA. Shortly thereafter, in or around April 2003, Pride Foramer Venezuela received overdue payments from PDVSA for work that Pride Foramer Venezuela had performed.

Payments Related to the Customs Litigation in India

22. In or around April 1999, Pride Foramer India imported a rig into India in order to conduct drilling operations. In or around September 2001, India's Commissioner of Customs initiated an administrative action against Pride Foramer India, alleging that Pride Foramer India had intentionally understated the value of the rig during the importation process. The action sought duties, penalties, and interest allegedly owed in relation to the undervaluation.

23. Pride Foramer India disputed the allegations and, in or around June 2002, appealed an unfavorable decision by the Customs Commissioner to an administrative tribunal, the Customs, Excise, and Gold Appellate Tribunal ("CEGAT").

24. In or around late 2002 or early 2003, a France-based in-house lawyer employed by Pride Forasol and responsible for overseeing the India customs litigation received indications from a customs consultant that a payment for the benefit of a CEGAT administrative judge might facilitate a favorable decision for Pride Foramer India in the litigation.

25. From in or around January 2003 to in or around July 2003, certain Pride Forasol managers authorized three payments totaling approximately \$500,000 to Dubai-based bank

accounts of third-party companies, based on false invoices purportedly for legal support, marketing, and consulting services, believing that all or a portion of the funds would be given by the third-party companies to an administrative CEGAT judge.

26. On or about June 30, 2003, the CEGAT administrative tribunal issued a ruling in favor of Pride Foramer India, overturning the Customs Commissioner's prior undervaluation determination.

27. A U.S.-based Eastern Hemisphere finance manager of Pride, believing that all or a portion of the payments to the third-party companies would be given to a foreign official, authorized the recording of the payments under a newly created accounting code for "miscellaneous expenses."

Payment to a Customs Official in Mexico

28. On or about December 13, 2004, Mexican customs officials inspected port facilities leased by Pride Mexico. During the inspection, the officials claimed that there were customs violations related to the importation status of certain equipment on board a Pride Mexico supply boat.

29. After the inspection, a Pride Mexico manager reported to Benton, Pride's Vice President, Western Hemisphere Operations, that a Mexican customs official had solicited a payment of \$10,000 for what the official stated was lenient treatment by customs officials related to the claimed violations found during the inspection. On or about December 15, 2004, Benton authorized a payment of \$10,000 to the customs official.

30. In or around December 2004, a representative of Pride Mexico paid \$10,000 in cash to a person purportedly representing a customs official. Pride Mexico's books and records falsely documented the improper payment as an electricity maintenance expense.

**Allegations Relating to FCPA Books and Records
and Internal Controls Violations**

Customs Agency Fees for the Export of a Rig from Mexico

31. In or around December 2004, a Pride Mexico manager learned that a customs agent engaged by Pride Mexico to manage the export of a mat-supported jackup rig from Mexico (the “Mexico Customs Agent”) informed certain Pride Mexico logistics employees that he had made a payment of approximately \$15,000 to a Mexican customs official during the course of the export to ensure that the export of the rig would not be delayed due to claimed violations related to non-conforming equipment on board the rig.

32. The Mexico Customs Agent submitted invoices to Pride Mexico, seeking payment for “extra work” performed during the export. Pride Mexico paid the invoices and, notwithstanding the statements of the Mexico Customs Agent, falsely recorded all the payments to the Mexico Customs Agent in its local books as payments for customs agency services.

33. Benton, on or about December 21, 2004, received an e-mail from the Pride Mexico manager detailing the facts surrounding the bribe and stating, “Now we need to find out a way to justify the extra payment to customs.” Despite his knowledge of the bribe, Benton did not inform Pride’s management, legal department, or internal auditors of the matter and allowed the false record to remain in Pride Mexico’s books and records.

Kazakhstan Customs Issues

34. In or around April 2004, the Kazakhstan affiliate of a major international freight forwarding and customs clearing agent (the “Freight Forwarding Agent”) informed a Pride Forasol logistics employee that Kazakh customs officials had identified irregularities during a customs audit of Pride Forasol Kazakhstan, but that the issue could be resolved by making a cash payment of approximately \$45,000 and paying substantially reduced monetary penalties. Certain

Pride Forasol managers authorized the cash payment by the Freight Forwarding Agent to resolve the customs irregularities.

35. In or about April 2004, the Freight Forwarding Agent invoiced Pride Forasol Kazakhstan for the \$45,000 payment plus a gross-up amount to account for taxes that the Freight Forwarding Agent would have to pay on the \$45,000. The Pride Forasol managers authorized the payment of the Freight Forwarding Agent's invoice while knowing facts that suggested a high probability that the Freight Forwarding Agent would give all or a portion of the money to Kazakh customs officials. The Freight Forwarding Agent's invoice contained the description "mobilization and extra handling costs" and Pride Forasol Kazakhstan recorded the payment in its local books accordingly.

36. In or around July 2004, certain managers of Pride Forasol Kazakhstan and Pride Forasol authorized a payment of approximately \$100,000 to the Kazakhstan affiliate of the Freight Forwarding Agent to secure favorable customs classifications from Kazakh customs authorities during the conversion of a land rig's importation status from temporary to permanent. The Freight Forwarding Agent issued an invoice to Pride Forasol Kazakhstan in the amount of \$100,000 with the false description "services related to rig demobilization." Pride Forasol Kazakhstan paid the invoice and falsely recorded the payment in its books as services related to rig demobilization.

37. In or around the spring of 2004, Pride Forasol Kazakhstan imported a piece of equipment into Kazakhstan in a manner that resulted in higher customs duties than would have been due under an alternative importation procedure. In accordance with official Kazakh customs regulations, in order for Pride Forasol Kazakhstan to take advantage of other available importation efficiencies, Pride Forasol Kazakhstan would have to export and re-import the

equipment. The Kazakhstan affiliate of the Freight Forwarding Agent advised Pride Forasol Kazakhstan that the error could be resolved and the paperwork corrected without exporting and re-importing the equipment by making a \$15,000 payment to customs officials. Thereafter, in or around April 2004, the Freight Forwarding Agent submitted to Pride Forasol Kazakhstan an invoice that included \$15,000 in charges described as “expediting fees” related to the equipment. Pride Forasol Kazakhstan paid the invoice and falsely recorded it in its local books as a customs agency fee.

Payments to a Kazakh Tax Consultant

38. In or about mid-August 2004, in connection with an ongoing tax audit, Kazakh tax officials provided Pride Forasol Kazakhstan with a draft tax audit report, threatening to levy substantial taxes and penalties against Pride Forasol Kazakhstan.

39. Before the final tax audit report was issued, a Kazakh tax official told Pride Forasol Kazakhstan that it could lower its tax liability by making a payment to Kazakh tax officials. The Kazakh tax official instructed Pride Forasol Kazakhstan to retain a particular third-party tax consultant (the “Kazakh Tax Consultant”). Certain Pride Forasol managers approved the hiring of the Kazakh Tax Consultant while knowing facts that suggested a high probability that the Kazakh Tax Consultant would give all or a portion of the payments to Kazakh tax officials.

40. From in or about August 2004 to in or about February 2005, Pride Forasol Kazakhstan made three payments totaling approximately \$204,000 to the Kazakh Tax Consultant, recording the payments in its local books as consulting services.

Temporary Importation of Rigs in Nigeria

41. From in or around 2001 to in or around early 2006, Pride Forasol Nigeria operated two rigs in Nigeria. The rigs were imported into Nigeria under temporary importation (“TI”) permits.

42. In Nigeria, a TI permit is typically awarded for one year and can be extended for up to one additional year through extensions that are awarded in six-month increments. At the end of two years, an importer must either export the equipment or permanently import it, paying permanent importation duties in full. If the importer does not wish to permanently import the equipment, but needs to continue using the equipment temporarily in Nigeria, it may export the equipment, apply for a new TI permit, and then re-import the equipment into Nigeria under the new TI permit.

43. The Nigerian affiliate of the Freight Forwarding Agent assisted Pride Forasol Nigeria in obtaining and extending TI permits for the rigs in Nigeria. Pride Forasol Nigeria paid the Freight Forwarding Agent lump-sum fees, in addition to standard application and bond costs, each time Pride Forasol Nigeria applied for or extended a TI permit. The amount of the lump-sum payments varied based on the type of service provided – an initial TI permit, a first six-month extension, a second sixth-month extension, or, at the end of a two-year TI period, a new TI permit through a process the Freight Forwarding Agent called “cancellation/re-application,” which did not involve exporting the rig from Nigeria and re-importing it – and ranged in amount from \$15,000 to \$93,000.

44. The invoices from the Freight Forwarding Agent described the lump-sum fees as “Application for” or “Obtaining of” a TI permit or extension or “Cancellation/re-application of T.I.” In one instance, Pride Forasol Nigeria also paid an additional \$15,000 fee in connection

with obtaining a new TI, described in the invoice as “T.I. Intervention,” in order to avoid problems with Nigerian customs during the period between the expiration of the previous TI and the award of a new TI. Pride Forasol Nigeria recorded these expenses in its local books as “importation fees,” “transport-air freight,” or “rig mobilization” fees.

45. Further, in connection with the importation of one of the rigs in or around September 2002, the Freight Forwarding Agent quoted a lump-sum fee of approximately \$35,000, which would allow Pride Forasol Nigeria to import consumables without customs officials physically boarding the rig to inspect the consumables. The Freight Forwarding Agent represented to Pride Forasol Nigeria that, in exchange for the lump-sum fee of \$35,000, the Freight Forwarding Agent would arrange a settlement with Nigerian Customs Service officials that would avoid the inspection and minimize duties related to the consumables. Pride Forasol Nigeria paid the \$35,000 fee, which was invoiced and recorded as “handling of consumables.”

46. Certain Pride Forasol Nigeria and Pride Forasol managers were aware of information suggesting a high probability that the Freight Forwarding Agent would give all or a portion of the lump-sum payments charged in connection with obtaining or extending Pride Forasol Nigeria TI permits to Nigerian customs officials in exchange for their cooperation in issuing the TI permits on favorable terms and/or without completing certain legally required steps.

Nigerian Tax Payments

47. Pride Forasol Nigeria was responsible for paying certain expatriate, or Pay As You Earn (“PAYE”), taxes to two Nigerian states, the Rivers State and the Bayelsa State. These taxes were employment taxes based on compensation Pride Forasol Nigeria paid to expatriate employees in Nigeria.

48. After receiving PAYE tax assessments, Pride Forasol Nigeria negotiated with individual Nigerian tax officials to reduce the amount of PAYE taxes. It paid a portion of this negotiated amount in cash directly to the tax official and paid the remainder by check payable to the state government. The official documentation of each state's tax authority, including the final tax assessments and the official receipts for the tax payments, reflected only the amounts paid by check. Thus, Pride Forasol Nigeria did not have adequate assurances that the tax authority had received the cash paid directly to the tax officials.

49. Between 2002 and 2004, Pride Forasol Nigeria made cash payments totaling approximately \$55,000 in connection with Rivers State PAYE taxes and \$65,000 in connection with Bayelsa State PAYE taxes. Pride Forasol Nigeria petty cash records described these cash payments as "expatriate tax," "cash settlement of the expatriate tax," and "cash aspect of the tax liability due." Pride Forasol Nigeria recorded the payments as "expatriate taxes" or "settlement of expatriate taxes."

50. Beginning in late 2004, a local third-party tax agent (the "Nigeria Tax Agent") began to handle the negotiation and payment of Pride Forasol Nigeria PAYE taxes. The Nigeria Tax Agent continued the practice of negotiating the amount of tax due and paying a portion to tax officials in cash. For the tax years 2004 and 2005, Pride Forasol Nigeria made payments to the Nigeria Tax Agent to reimburse the Nigeria Tax Agent for cash payments made in connection with Rivers State PAYE taxes and Bayelsa State PAYE taxes. Bank payment vouchers prepared by Pride Forasol Nigeria described these payments as "settlement of expatriate tax." Pride Forasol Nigeria recorded these payments in its local books as "expatriate taxes" or "settlement of expatriate taxes."

51. In addition to the cash payments made in connection with PAYE taxes, in or around 2005, the Nigeria Tax Agent negotiated with an official of the Federal Inland Revenue Service of Nigeria (“FIRS”) the resolution of a VAT tax audit of Pride Forasol Nigeria. The Nigeria Tax Agent advised Pride Forasol Nigeria that the VAT tax issues would be resolved with payments totaling approximately \$52,000, of which approximately \$15,500 would be paid to FIRS. Pride Forasol Nigeria authorized the payment of \$52,000 to the Nigeria Tax Agent while knowing facts that suggested a high likelihood that the Nigeria Tax Agent would give all or a portion of the money to a Nigerian tax official. The invoice from the Nigerian Tax Agent described the \$52,000 amount as “VAT liability” and Pride Forasol Nigeria recorded the payment as “Vat Audit Report Settlement.”

Clearance of a Rig in Saudi Arabia

52. In or around May 2005, Pride Forasol Arabia was importing a rig into Saudi Arabia. The rig had experienced delays in transit and a Pride Forasol Arabia manager was concerned about potential additional delays. The Saudi Arabian affiliate of the Freight Forwarding Agent put the manager in contact with a Saudi customs official who requested \$10,000 in exchange for assuring expedited customs clearance of the rig.

53. The Pride Forasol Arabia manager took \$10,000 in cash from Pride Forasol Arabia’s petty cash fund, describing on the petty cash voucher the purpose of the payment as “freight forwarding services,” and gave the money to a Saudi customs official. Pride Forasol Arabia recorded the expense in its local books as freight forwarding services.

Congo Merchant Marine Inspection

54. In or around 2005, Pride Congo operated a rig in the Republic of the Congo. An inspection by the Congo Merchant Marine revealed that certain personnel aboard the rig lacked

required maritime certifications. A Merchant Marine official proposed that Pride Congo could resolve the paperwork deficiency by making a payment for his personal benefit. A Pride Congo manager agreed to pay to the Merchant Marine official \$8,000 in lieu of an official penalty.

55. The \$8,000 was paid by wire transfer in two parts from a French subsidiary of Pride to two Congo-based accounts in the name of the Congo Merchant Marine official. The payments were recorded as travel expenses in Pride Congo's books and records.

Libyan INAS Assessment

56. In or around June 2003, Libya's social security agency, referred to by the acronym INAS, assessed unpaid social security taxes and penalties against Pride Forasol Libya. Pride Forasol Libya initially successfully negotiated down the assessment on the merits. Thereafter, Pride Forasol Libya's third-party tax agent (the "Libya Tax Agent") further negotiated down the assessment. Following these negotiations, a Pride Forasol Libya manager sought approval from certain Pride Forasol managers to settle the claim with payments totaling \$116,000. In seeking this approval, the Pride Forasol Libya manager advised the Pride Forasol managers that only \$32,000 would be supported with a receipt from INAS.

57. The Pride Forasol Libya and Pride Forasol managers authorized payments totaling \$116,000 in connection with the resolution of the INAS assessment. Of this amount, Pride Forasol Libya paid INAS approximately \$32,000 by check, for which it received an official receipt. Pride Forasol Libya paid the Libyan Tax Agent \$84,000, approximately \$68,000 by check and \$16,000 in cash without adequate assurances that the Libyan Tax Agent would not pass some or all of these fees to INAS officials. Pride Forasol Libya recorded the payments to the Libyan Tax Agent in its local books as "local expat social charges."

Pride's Benefit

58. Pride obtained improper benefits totaling approximately \$19,341,870 from the conduct described above. Prejudgment interest on this amount is \$4,187,848.

FIRST CLAIM **Violations of Section 30A of the Exchange Act** **(Anti-Bribery)**

59. Paragraphs 1 through 30 above are realleged and incorporated herein by reference.

60. As described above, Pride, an “issuer,” through “officers,” “employees,” and/or “agents” acting on behalf of Pride and certain of its subsidiaries, made use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, to foreign officials for the purposes of influencing their acts or decisions, securing an improper advantage, or inducing them to use their influence, to assist Pride or its subsidiaries in obtaining or retaining business.

61. In addition, Pride, through “officers,” “employees,” and/or “agents” acting on behalf of Pride and certain of its subsidiaries, corruptly committed acts outside the United States in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, to foreign officials for the purposes of influencing their acts or decisions, securing an improper advantage, or inducing them to use their influence, to assist Pride or its subsidiaries in obtaining or retaining business.

62. By reason of the foregoing, Pride violated, and unless restrained and enjoined may continue to violate, Section 30A of the Exchange Act [15 U.S.C. § 78dd-1].

SECOND CLAIM
Violations of Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act
(Books and Records and Internal Controls)

63. Paragraphs 1 through 58 above are realleged and incorporated herein by reference.

64. Section 13(b)(2)(A) of the Exchange Act requires issuers to keep accurate books, records, and accounts which reflect fairly the transactions entered into by companies and the disposition of their assets.

65. Section 13(b)(2)(B) of the Exchange Act requires issuers to devise and 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 (I) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (II) to maintain accountability for such 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.

66. By reason of the foregoing, Pride violated, and unless restrained and enjoined may continue to violate, Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act [15 U.S.C. §§ 78m(b)(2)(A) and 78m(b)(2)(B)].

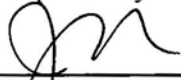
RELIEF REQUESTED

The Commission respectfully requests that this Court:

- (1) enter an order permanently enjoining Defendant Pride International, Inc. from violating Sections 13(b)(2)(A), 13(b)(2)(B), and 30A of the Exchange Act [15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(2)(B), and 78dd-1];
- (2) order Defendant Pride International, Inc. to pay disgorgement and prejudgment interest; and
- (3) grant the Commission such other and further relief as is just and appropriate.

DATED: November 4, 2010

Respectfully submitted,



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Attorney-in-Charge
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U.S. Securities and Exchange Commission
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CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I.(a) PLAINTIFF

SECURITIES AND EXCHANGE COMMISSION

DEFENDANTS

PRIDE INTERNATIONAL, INC.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant: Harris
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEY (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Jason J. Rose
U.S. Securities & Exchange Commission, Burnett Plaza, Ste. 1900,
801 Cherry Street, Unit #18, Fort Worth, TX 76102-6882
(817) 978-1408

ATTORNEYS (If known):

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only)

	PTF	PTF		PTF	PTF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery OF Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 156 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copy rights <input type="checkbox"/> 830 Patient <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395FF) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input checked="" type="checkbox"/> 850 Securities Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights		

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONSL STATUTES UNLESS DIVERSITY.) Sections 13(b)(2)(A), 13(b)(2)(B), and 30A of the Securities Exchange Act of 1934 [15 U.S.C. §§ 78m(b)(2)(A),

78m(b)(2)(B), and 78dd-1]

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ CHECK YES only if demanded in complaint: **JURY DEMAND** YES NO

VIII. RELATED CASE(S) (See Instructions):
IF ANY. H-10-CR-pending, USA v. Pride Forasol S.A.S. and Pride International, Inc.

DATE 11/4/10 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
Receipt # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____