

TTFF \$800,000 for the same TTFF rights it had purchased as part of its contract with CFU.

182. Upon the defendant JACK WARNER's request and as payment on the TTFF contract, on or about June 1, 2005, Traffic USA executives wired \$40,000 from an account at Citibank in Miami, Florida to a correspondent account at Wachovia Bank, for further credit to the LOC Germany 2006 Limited account at First Citizens Bank in Trinidad and Tobago.

183. Five days later, on or about June 6, 2005, the defendant JACK WARNER transferred \$40,000 from the LOC Germany 2006 Limited account to another bank account held in his name.

184. As part of this scheme and in order to ensure that TTFF would continue to receive payments from Traffic USA related to the TTFF contracts, the defendant JACK WARNER concealed the existence of the TTFF contracts from the CFU member associations.

G. 2010 FIFA World Cup Vote Scheme

185. In or about 2004, the FIFA executive committee considered bids from Morocco, South Africa and Egypt, as well as other nations that withdrew before the vote, to host the 2010 World Cup.

186. Previously, the defendant JACK WARNER and his family had cultivated ties with South African soccer officials

in connection with and subsequent to a failed bid by South Africa to host the 2006 World Cup. In the early 2000s, Co-Conspirator #14, a member of WARNER's family, had used WARNER's contacts in South Africa to organize friendly matches for CONCACAF teams to play in South Africa. At one point, WARNER also directed Co-Conspirator #14 to fly to Paris, France and accept a briefcase containing bundles of U.S. currency in \$10,000 stacks in a hotel room from Co-Conspirator #15, a high-ranking South African bid committee official. Hours after arriving in Paris, Co-Conspirator #14 boarded a return flight and carried the briefcase back to Trinidad and Tobago, where Co-Conspirator #14 provided it to WARNER.

187. In the months before the selection of the host nation for the 2010 World Cup, which was scheduled to take place in May 2004, the defendant JACK WARNER and Co-Conspirator #1 traveled to Morocco as they had done in 1992, in advance of the voting for the 1998 World Cup host. While in Morocco during the 2004 trip, a representative of the Moroccan bid committee offered to pay \$1 million to WARNER in exchange for his agreement to cast his secret ballot on the FIFA executive committee for Morocco to host the 2010 World Cup.

188. Subsequently, Co-Conspirator #1 learned from the defendant JACK WARNER that high-ranking officials of FIFA, the

South African government, and the South African bid committee, including Co-Conspirator #16, were prepared to arrange for the government of South Africa to pay \$10 million to CFU to "support the African diaspora." Co-Conspirator #1 understood the offer to be in exchange for the agreement of WARNER, Co-Conspirator #1, and Co-Conspirator #17 to all vote for South Africa, rather than Morocco, to host the 2010 World Cup. At the time, Co-Conspirator #17, like WARNER and Co-Conspirator #1, was a FIFA executive committee member. WARNER indicated that he had accepted the offer and told Co-Conspirator #1 that he would give a \$1 million portion of the \$10 million payment to Co-Conspirator #1.

189. In FIFA's executive committee vote held on May 15, 2004, South Africa was selected over Morocco and Egypt to host the 2010 World Cup. The defendant JACK WARNER, Co-Conspirator #1, and Co-Conspirator #17 indicated that they voted for South Africa.

190. In the months and years after the vote, Co-Conspirator #1 periodically asked WARNER about the status of the \$10 million payment.

191. At one point, Co-Conspirator #1 learned that the South Africans were unable to arrange for the payment to be made directly from government funds. Arrangements were thereafter

made with FIFA officials to instead have the \$10 million sent from FIFA - using funds that would otherwise have gone from FIFA to South Africa to support the World Cup - to CFU.

192. In fact, on January 2, 2008, January 31, 2008 and March 7, 2008, a high-ranking FIFA official caused payments of \$616,000, \$1,600,000, and \$7,784,000 - totaling \$10 million - to be wired from a FIFA account in Switzerland to a Bank of America correspondent account in New York, New York, for credit to accounts held in the names of CFU and CONCACAF, but controlled by the defendant JACK WARNER, at Republic Bank in Trinidad and Tobago.

193. Soon after receiving these wire transfers, the defendant JACK WARNER caused a substantial portion of the funds to be diverted for his personal use. For example, on January 9, 2008, WARNER directed Republic Bank officials to apply \$200,000 of the \$616,000 that had been transferred into a CFU account from FIFA one week earlier toward a personal loan account held in his name.

194. The defendant JACK WARNER also diverted a portion of the funds into his personal accounts by laundering the funds through intermediaries. For example, during the period from January 16, 2008 to March 27, 2008, WARNER caused approximately \$1.4 million of the \$10 million to be transferred to Individual

#1, a Trinidadian businessman whose identity is known to the Grand Jury, and Trinidadian Company A, a large supermarket chain in Trinidad and Tobago controlled by Individual #1. Weeks later, checks totaling approximately the same amount and drawn on an account held in the name of Trinidadian Company B, a real estate and investment company also controlled by Individual #1, were deposited into a bank account held in the name of WARNER and a family member at First Citizens Bank in Trinidad and Tobago. The identities of Trinidadian Company A and Trinidadian Company B are known to the Grand Jury.

195. During the three years following WARNER's receipt of the \$10 million from FIFA, WARNER made three payments to Co-Conspirator #1, totaling over \$750,000, in partial payment of the \$1 million that WARNER had earlier promised Co-Conspirator #1 as part of the bribe scheme.

196. The first payment, in the amount of \$298,500, was made by wire transfer sent on or about December 19, 2008 from an account held in the name of CFU at Republic Bank in Trinidad and Tobago, to a Bank of America correspondent account in New York, New York, for credit to an account controlled by Co-Conspirator #1 at a bank in the Cayman Islands.

197. The second payment, in the amount of \$205,000, was made by check drawn on an account held in the name of CFU at

Republic Bank in Trinidad and Tobago. On or about September 27, 2010, Co-Conspirator #1 caused the check to be deposited into his Merrill Lynch brokerage account in New York, New York. Approximately one month earlier, on or about August 23, 2010, WARNER sent an email to Co-Conspirator #1 to advise him that the payment was forthcoming.

198. The third payment, in the amount of \$250,000, was made by check drawn on an account held in the name of CFU at Republic Bank in Trinidad and Tobago. The check was delivered to Co-Conspirator #1 by another individual who traveled by airplane from Trinidad and Tobago to JFK International Airport in Queens, New York, and then to CONCACAF's headquarters in New York, New York, where he delivered the check to Co-Conspirator #1. A representative of FirstCaribbean International Bank in the Bahamas, where Co-Conspirator #1 held another account, subsequently traveled by airplane to New York, landing at Kennedy Airport. After arriving, the bank representative traveled to New York, New York, where he took custody of the check. He subsequently traveled to the Bahamas and, on or about May 3, 2011, deposited the check into Co-Conspirator #1's account. Approximately two months earlier, on or about March 13, 2011, WARNER sent an email to Co-Conspirator #1 to advise him that the payment was forthcoming.

199. Co-Conspirator #1 never received the balance of the promised \$1 million payment.

H. UNCAF Region World Cup Qualifiers Scheme

200. As noted above, UNCAF was a regional federation within CONCACAF, which included as members the soccer federations of the Central American nations. Like CFU, UNCAF members sought to sell the media rights they owned to home team matches played to qualify for the World Cup. Unlike CFU, the UNCAF members did not agree to pool their rights; instead, the UNCAF member nations negotiated separately with prospective purchasers of the rights, which included Traffic USA.

201. Beginning in or about 2007, Co-Conspirator #4 was the Traffic USA executive responsible for negotiating with the UNCAF member associations for the purchase of media rights to World Cup qualifier matches. In order to obtain contracts from four soccer federations in the UNCAF region, Co-Conspirator #4 agreed to pay bribes to the presidents of those federations, including the defendants EDUARDO LI and JULIO ROCHA.

202. In or about 2009, Co-Conspirator #4 began negotiating with the defendant EDUARDO LI, the president of the Federación Costarricense de Fútbol (FEDEFUT), the Costa Rican soccer federation, to renew the exclusive worldwide commercial rights to that federation's home qualifier matches in advance of