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F.#2015R00747

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

- - - - -X

UNITED STATES OF AMERICA

- against -

JUAN ÁNGEL NAPOUT,  
MANUEL BURGA, and  
JOSÉ MARIA MARIN,

Defendants.

- - - - -X

S U P E R S E D I N G  
I N D I C T M E N T

Cr. No. 15-252 (S-2) (PKC)  
(T. 18, U.S.C., §§  
981(a)(1)(C), 982(a)(1),  
982(b), 1349, 1956(h),  
1962(d), 1963, 1963(a),  
1963(m) and 3551 et seq.;  
T. 21, U.S.C., § 853(p);  
T. 28, U.S.C., § 2461(c))

THE GRAND JURY CHARGES:

INTRODUCTION TO ALL COUNTS

At all times relevant to this Superseding Indictment (the "Indictment"), unless otherwise indicated:

I. The Enterprise

1. The Fédération Internationale de Football Association ("FIFA") and its six constituent continental confederations - the Confederation of North, Central American and Caribbean Association Football ("CONCACAF"), the Confederación Sudamericana de Fútbol ("CONMEBOL"), the Union des Associations Européennes de Football ("UEFA"), the Confédération Africaine de Football ("CAF"), the Asian Football Confederation ("AFC"), and the Oceania Football Confederation ("OFC") - together with affiliated regional federations, national member associations, and sports marketing companies, collectively constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), that is, a group of legal entities associated in fact (hereinafter the "enterprise"). The enterprise constituted an ongoing organization whose members functioned as a continuing unit for a common purpose of achieving the objectives of the enterprise. The enterprise was engaged in, and its activities affected, interstate and foreign commerce.

2. The principal purpose of the enterprise was to regulate and promote the sport of soccer worldwide. The members of the enterprise carried out this purpose by using a variety of methods and means, including creating and enforcing uniform standards and rules, organizing international competitions, and commercializing the media and marketing rights associated with the sport. The members of the enterprise, as well as individuals and entities employed by and associated with the enterprise, frequently engaged in banking and investment activities using United States financial institutions.

3. The enterprise operated in the Eastern District of New York and elsewhere, including overseas.

A. FIFA

4. FIFA was the international body governing organized soccer, commonly known outside the United States as football. At times relevant to the Indictment, FIFA was composed of as many as 209 member associations, each representing organized soccer in a particular nation or territory, including the United States and four of its overseas territories - Puerto Rico, Guam, American Samoa, and the United States Virgin Islands. At various times relevant to the Indictment, FIFA was headquartered in Switzerland and also

maintained offices elsewhere in the world, including in the United States.

5. Each of FIFA's member associations also was a member of one of the six continental confederations recognized by FIFA. Under FIFA's statutes, no national soccer association could become a member of FIFA without first joining one of the six continental confederations. Member associations were required to pay to FIFA annual dues.

6. FIFA was governed by: a congress composed of its member associations, which acted as the association's highest legislative body; an executive committee, which acted as the executive body; and a general secretariat, which acted as the administrative body. FIFA also had a president, who represented the association worldwide and was responsible for the implementation of decisions. FIFA also operated several standing committees, whose members included soccer officials from various national member associations.

7. The FIFA congress was composed of delegates from each of its member associations as well as observers appointed by each of the confederations. Among other things, the congress was responsible for amending FIFA's statutes and electing the FIFA president. The congress convened in ordinary sessions and



at other times in extraordinary sessions in various countries around the world, including the United States.

8. The FIFA executive committee, often referred to as the "ExCo," was composed of the FIFA president and a number of ordinary members, some of whom also held the title of vice president. Each confederation was entitled to appoint a specific number of vice presidents and ordinary members. The executive committee held meetings at FIFA's headquarters in Switzerland, as well as in various countries around the world, including the United States.

9. Among other duties, the executive committee was responsible for selecting the host nations of FIFA tournaments, including, among others, the World Cup. The World Cup, the sport's premier event, was a quadrennial international tournament involving the senior national men's teams of 24 and, beginning in 1998, 32 nations.

10. Since at least 1996, under FIFA's statutes, the six continental confederations had certain rights and obligations, including, among other things, that they comply with and enforce FIFA's statutes, regulations, and decisions and work closely with FIFA to further FIFA's objectives and organize international soccer competitions.

11. FIFA's purpose was, among other things, to develop and promote the game of soccer globally by organizing international competitions and by creating and enforcing rules that govern the confederations and member associations. FIFA financed its efforts in significant part by commercializing the media and marketing rights associated with the World Cup. FIFA's sponsors included major U.S.-based companies, which provided FIFA with a significant source of marketing revenue.

12. FIFA helped finance the confederations and their member associations, including by providing funds through the Financial Assistance Program and the Goal Program, which were established to support the development of youth academies, soccer fields, technical centers, and other infrastructure projects.

13. FIFA first instituted a written code of ethics in 2004, which code was revised in 2006, 2009, and 2012 (generally, the "code of ethics"). The code of ethics governed the conduct of soccer "officials," which expressly included, among others, various individuals with responsibilities within FIFA, the confederations, member associations, leagues, and clubs. At various times relevant to the Indictment, the defendants JUAN ÁNGEL NAPOUT, MANUEL BURGA, and JOSÉ MARIA MARIN were soccer officials. Among other things, the code of ethics provided that

soccer officials were prohibited from accepting bribes or cash gifts and from otherwise abusing their positions for personal gain. The code of ethics further provided that soccer officials owed certain duties to FIFA and its confederations and member associations, including a duty of absolute loyalty. By 2009, the code of ethics explicitly recognized that FIFA officials stand in a fiduciary relationship to FIFA and its constituent confederations, member associations, leagues, and clubs.

B. The Continental Confederations

14. In addition to providing representatives who helped to govern FIFA, the six continental confederations worked closely with FIFA and one another to organize international soccer competitions and carry out FIFA directives on a regional basis. The leaders and representatives of the confederations conducted business with one another, as well as with the leaders and associates of FIFA, throughout the year at locations around the world, including in the United States. Each confederation was governed by its own congress, general secretariat, executive committee, and standing committees.

15. CONCACAF was a continental soccer confederation incorporated as a non-profit corporation in the Bahamas. CONCACAF comprised as many as 41 member associations, representing organized soccer in North America, Central America,



the Caribbean, and three South American countries. The United States and two of its overseas territories, Puerto Rico and the United States Virgin Islands, were members of CONCACAF. From approximately 1990 to 2012, CONCACAF's principal administrative office was located in New York, New York, where CONCACAF regularly conducted business. Beginning in 2012, CONCACAF's principal administrative office was located in Miami, Florida. CONCACAF also conducted business at various times throughout the United States, including in the Eastern District of New York, as well as in foreign countries. Among other tournaments, CONCACAF organized the Gold Cup, featuring the men's national teams from CONCACAF and, from time to time, other confederations, as well as a tournament featuring the top men's professional league - or club - teams. In 2014, CONCACAF adopted a code of ethics that, among other things, prohibited bribery and corruption.

16. CONMEBOL was a continental soccer confederation headquartered in Paraguay. CONMEBOL comprised as many as 10 member associations, representing organized soccer in South America. Among other tournaments, CONMEBOL organized the Copa América, featuring the men's national teams of its 10 members and non-CONMEBOL national teams invited to participate, as well as tournaments featuring the top men's club teams. In 2016, the United States hosted and participated in a special edition of



the tournament, the Copa América Centenario, to commemorate its centennial. In 2013, CONMEBOL adopted a code of ethics that, among other things, prohibited bribery and corruption.

17. UEFA was a continental soccer confederation headquartered in Switzerland and represented organized soccer in Europe and certain nations in the Middle East and Central Asia. CAF was a continental soccer confederation headquartered in Egypt and represented organized soccer in Africa. AFC was a continental soccer confederation headquartered in Malaysia and represented organized soccer in Asia, as well as the island of Guam, a territory of the United States. OFC was a continental soccer confederation headquartered in New Zealand and represented organized soccer in New Zealand and the Pacific Island countries, including American Samoa, a territory of the United States.

18. The six confederations organized World Cup qualifying matches, and, from time to time, worked together to organize inter-confederation competitions, often with the support and approval of FIFA.

C. The Regional Federations and National Associations

19. In addition to being members of FIFA and their respective continental confederations, some of the national associations were also members of smaller, regional federations.

20. For example, CONCACAF's member associations were organized into three smaller regional federations: the Caribbean Football Union ("CFU"), the Central American Football Union ("UNCAF"), and the North American Football Union ("NAFU"). The United States Soccer Federation ("USSF") was thus a member association of CONCACAF as well as NAFU, while Puerto Rico and the United States Virgin Islands were both members of CONCACAF and CFU.

21. The national associations, also often referred to as "federations," promoted, organized, and governed soccer, often including club-level soccer, within individual nations. The national association of the United States, the USSF, was based in Chicago, Illinois.

22. The national associations also worked together to organize exhibition soccer matches between national and club teams, known as "friendlies." Friendlies took place in venues throughout the United States, including the Eastern District of New York, as well as in other locations worldwide.

D. The Sports Marketing Companies

23. FIFA, the continental confederations, the regional federations and the national member associations often entered into contracts with sports marketing companies to commercialize the media and marketing rights to various soccer

events, including the World Cup and other tournaments, World Cup and Olympic qualifiers, friendlies, and other events, as well as other rights associated with the sport. Often operating in coordination with affiliated consultants and intermediaries, these sports marketing companies, including multinational corporations with headquarters, offices, or affiliates located in the United States, often acquired an array of media and marketing rights, including television and radio broadcasting rights, advertising rights, sponsorship rights, licensing rights, hospitality rights, and ticketing rights. These sports marketing companies often sold these rights to, among others, television and radio broadcast networks, sponsors, and sub-licensees, including those located in the United States.

24. The revenue generated by the commercialization of the media and marketing rights associated with soccer constituted an essential source of revenue for the enterprise. The United States was an increasingly important and lucrative market for the commercialization of these rights.

## II. The Defendants

25. The defendant JUAN ÁNGEL NAPOUT was an individual employed by and associated with the enterprise. In or about and between May 2015 and December 2015, NAPOUT was a member of FIFA's executive committee and a FIFA vice president. At



various times relevant to the Indictment, NAPOUT also served on various FIFA standing committees. In or about and between August 2014 and December 2015, NAPOUT was the CONMEBOL president; prior to that, he was one of CONMEBOL's vice presidents. In or about and between 2003 and 2013, NAPOUT was vice president and then president of the Asociación Paraguaya de Fútbol, the Paraguayan soccer federation, which was a national member association of FIFA and CONMEBOL. At various times relevant to the Indictment, NAPOUT maintained a residence in the United States, specifically in the State of Florida.

26. The defendant MANUEL BURGA was an individual employed by and associated with the enterprise. In or about and between 2002 and 2014, BURGA was the president of Federación Peruana de Fútbol, the Peruvian soccer federation, which was a national member association of FIFA and CONMEBOL. At various times relevant to the Indictment, BURGA also served on one or more FIFA standing committees.

27. The defendant JOSÉ MARIA MARIN was an individual employed by and associated with the enterprise. In or about and between March 2012 and April 2015, MARIN was the president of the Confederação Brasileira de Futebol ("CBF"), the Brazilian soccer federation. At various times relevant to the Indictment, MARIN also served on various FIFA standing committees. At



various times relevant to the Indictment, MARIN maintained a residence in the United States, specifically in the State of New York.

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28. The foregoing officials of FIFA, CONMEBOL, and other soccer governing bodies were bound by fiduciary duties to their respective organizations.

### III. The Defendants' Co-Conspirators

29. The following individuals and business entities, among others, were the defendants' co-conspirators:

30. At various times relevant to the Indictment, Ariel Alvarado was the president of Federación Panamena de Fútbol, the Panamanian soccer federation, which was a national member association of FIFA, CONCACAF, and UNCAF.

31. At various times relevant to the Indictment, Luis Bedoya was the president of Federación Colombiana de Fútbol, the Colombian soccer federation, which was a national member association of FIFA and CONMEBOL. At various times relevant to the Indictment, Bedoya was also a member of the FIFA and CONMEBOL executive committees and served on various FIFA standing committees.

32. At various times relevant to the Indictment, Charles Blazer was the general secretary of CONCACAF and a

member of FIFA's executive committee, serving as one of the three members of that body who had been appointed by CONCACAF and the only member who represented the United States.

33. At various times relevant to the Indictment, Alejandro Burzaco was a principal of Torneos y Competencias S.A., a sports media and marketing business headquartered in Argentina. Burzaco also controlled a number of subsidiaries and formal and informal affiliates of Torneos y Competencias S.A. as well as shell entities created to effect certain transactions with and on behalf of Torneos y Competencias S.A. The companies referenced in this paragraph are referred to collectively below as "Torneos."

34. At various times relevant to the Indictment, Carlos Chávez was the president of Federación Boliviana de Fútbol, the Bolivian soccer federation, which was a national member association of FIFA and CONMEBOL. At various times relevant to the Indictment, Chávez was also the treasurer of CONMEBOL.

35. At various times relevant to the Indictment, Luis Chiriboga was the president of Federación Ecuatoriana de Fútbol, the Ecuadorian soccer federation, which was a national member association of FIFA and CONMEBOL. At various times relevant to

the Indictment, Chiriboga was also a member of the CONMEBOL executive committee.

36. At various times relevant to the Indictment, Zorana Danis was the controlling principal of International Soccer Marketing, Inc. ("ISM"), a company engaged in the purchase and sale of sponsorship and other commercial rights to soccer events. ISM was headquartered in Jersey City, New Jersey.

37. At various times relevant to the Indictment, Aaron Davidson was a high-level executive, including the president, of Traffic Sports USA, Inc. ("Traffic USA"), which was part of the Traffic Group, a multinational sports marketing conglomerate based in Brazil. Traffic USA was headquartered in Miami, Florida and was involved in the purchase and sale of media and marketing rights associated with soccer in the United States and other parts of the CONCACAF region. Traffic USA also participated in the ownership and management of the North American Soccer League ("NASL"), a division of United States men's club soccer sanctioned by the USSF, as well as the ownership and management of multiple clubs within the league. The NASL was headquartered in New York, New York, and its teams were based in various cities in Canada and the United States.



One of its teams, the New York Cosmos, was based in the Eastern District of New York.

38. At various times relevant to the Indictment, Marco Polo Del Nero was the president of CBF, the Brazilian soccer federation. At various times relevant to the Indictment, Del Nero was a member of the FIFA executive committee and served on various standing committees.

39. At various times relevant to the Indictment, Eduardo Deluca was the general secretary of CONMEBOL.

40. At various times relevant to the Indictment, Rafael Esquivel was the president of Federación Venezolana de Fútbol ("FVF"), the Venezuelan soccer federation, which was a national member association of FIFA and CONMEBOL. At various times relevant to the Indictment, Esquivel was also a vice president on the CONMEBOL executive committee.

41. At various times relevant to the Indictment, Eugenio Figueredo was the president of Asociación Uruguay de Fútbol, the Uruguayan soccer federation, which was a national member association of FIFA and CONMEBOL. At various times relevant to the Indictment, Figueredo was the CONMEBOL president, one of CONMEBOL's vice presidents, as well as a member of FIFA's executive committee and a FIFA vice president.



42. At various times relevant to the Indictment, José Hawilla was the founder and owner of the Traffic Group, a multinational sports marketing company based in São Paulo, Brazil. The Traffic Group comprised, among other entities, Traffic Assessoria e Comunicações S/C Ltda. ("Traffic Brazil"), Traffic Sports International, Inc. ("Traffic International"), Traffic USA, Traffic Sports Europe B.V., and Continental Sports International, Inc. (referred to collectively herein as "Traffic" or the "Traffic Group"). At various times relevant to the Indictment, Traffic's operations focused on, among other things, the commercialization of soccer in South America through the purchase and sale of media and marketing rights associated with the sport. Beginning in or about 1990, José Hawilla expanded Traffic's operations to the United States, partnering with and later acquiring a Florida company called Inter/Forever Sports, Inc., which was later renamed Traffic USA.

43. At various times relevant to the Indictment, Alfredo Hawit was the general secretary, and then president, of Federación Nacional Autónoma de Fútbol de Honduras. At various times relevant to the Indictment, Hawit was the president of CONCACAF, acting president of CONCACAF, and a member of the CONCACAF executive committee. At various times relevant to the

Indictment, Hawit was a FIFA vice president serving on the FIFA executive committee.

44. At various times relevant to the Indictment, Roger Huguet was a high-ranking executive and part owner of Media World, LLC (together with its successor entities, "Media World"), a sports marketing company based in Miami, Florida, and its parent company, which engaged in a variety of media activities primarily in the United States and Latin America, including television production.

45. At various times relevant to the Indictment, Sergio Jadue was the president of Asociación Nacional de Fútbol Profesional de Chile, the Chilean soccer federation, which was a national member association of FIFA and CONMEBOL. At various times relevant to the Indictment, Jadue was a vice president of CONMEBOL and served on one or more FIFA standing committees.

46. At various times relevant to the Indictment, Brayan Jiménez was the president of the Federación Nacional de Fútbol de Guatemala ("FENAFUTG"), the Guatemalan soccer federation, which was a national member association of FIFA, CONCACAF, and UNCAF.

47. At various times relevant to the Indictment, Hugo Jinkis and his son, Mariano Jinkis, were the controlling principals of Full Play Group S.A., a sports media and marketing

business with its principal offices in Argentina. At various times relevant to the Indictment, Hugo Jinkis and Mariano Jinkis also controlled subsidiaries and formal and informal affiliates of Full Play Group S.A., including, among others, Cross Trading S.A. ("Cross Trading") and Yorkfields S.A. Hugo Jinkis and Mariano Jinkis's companies are referred to collectively below as "Full Play."

48. At various times relevant to the Indictment, Nicolás Leoz was the president of CONMEBOL and a member of FIFA's executive committee.

49. At various times relevant to the Indictment, José Margulies was a controlling principal of Valente Corp. ("Valente") and Somerton Ltd ("Somerton"), South American companies that were involved in the broadcasting of soccer matches. Valente and Somerton and their affiliates are referred to collectively below as the "Margulies Intermediaries."

50. At various times relevant to the Indictment, José Luís Meiszner was the general secretary of CONMEBOL. At various times relevant to the Indictment, Meiszner was the general secretary of Asociación del Fútbol Argentina ("AFA"), the Argentine soccer federation, which was a national member association of FIFA and CONMEBOL.



51. At various times relevant to the Indictment, Romer Osuna was the treasurer of CONMEBOL and served on one or more FIFA standing committees.

52. At various times relevant to the Indictment, Rafael Salguero was the president of FENAFUTG, the Guatemalan soccer federation, and a member of the FIFA executive committee.

53. At various times relevant to the Indictment, Costas Takkas was the general secretary of the Cayman Islands Football Association ("CIFA"), a national member association of FIFA and CONCACAF, and was also an attaché to the CONCACAF president after Jeffrey Webb assumed that role.

54. At various times relevant to the Indictment, Ricardo Teixeira was the president of CBF and a member of the FIFA executive committee.

55. At various times relevant to the Indictment, Fabio Tordin was employed in the finance department of Traffic Brazil, and later served as the chief executive officer of Traffic USA in Miami, Florida. At various times relevant to the Indictment, Tordin was also an executive of Media World.

56. At various times relevant to the Indictment, Héctor Trujillo was the general secretary of FENAFUTG, the Guatemalan soccer federation.



57. At various times relevant to the Indictment, Jack Warner was a member of the FIFA executive committee, a FIFA vice president, and the president of CONCACAF and CFU, as well as a "special advisor" to the Trinidad and Tobago Football Federation ("TTFF"), which was a national member association of FIFA, CONCACAF and CFU.

58. At various times relevant to the Indictment, Jeffrey Webb was the president of CIFA, a member of the CFU executive committee, the chairman of CFU's normalization committee, the president of CONCACAF, and a FIFA vice president and an executive committee member. Webb also served on various FIFA standing committees.

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59. The foregoing officials of FIFA, CONCACAF, CONMEBOL, and other soccer governing bodies were bound by fiduciary duties to each of their respective organizations.

#### IV. The Conspirators' Corruption of the Enterprise

60. Certain individuals and entities employed by and associated with the enterprise, including the defendants JUAN ÁNGEL NAPOUT, MANUEL BURGA, and JOSÉ MARIA MARIN, together with others, conspired with one another to use their positions within the enterprise to engage in schemes involving the solicitation, offer, acceptance, payment, and receipt of undisclosed and

illegal payments, bribes, and kickbacks. Although they also helped pursue the principal purpose of the enterprise, the defendants and their co-conspirators corrupted the enterprise by engaging in various criminal activities, including fraud, bribery, and money laundering, in pursuit of personal and commercial gain. The conspirators also participated in the corruption of the enterprise by conspiring with and aiding and abetting their co-conspirators in the abuse of their positions of trust and the violation of their fiduciary duties.

61. To further their corrupt ends, the defendants and their co-conspirators provided one another with mutual aid and protection. The conspirators engaged in conduct designed to prevent the detection of their illegal activities, to conceal the location and ownership of proceeds of those activities, and to promote the carrying on of those activities. The conduct engaged in by various members of the conspiracy included, among other things: the use of "consulting services" agreements, sham invoices and payment instructions, and other similar types of records to create an appearance of legitimacy for illicit payments; the use of various mechanisms, including trusted intermediaries, bankers, financial advisors, and currency dealers, to make and facilitate the making of illicit payments; the creation and use of shell companies, nominees, and numbered

bank accounts in tax havens and other secretive banking jurisdictions; the active concealment of foreign bank accounts; the structuring of financial transactions to avoid currency reporting requirements; the use of cash; bulk cash smuggling; the purchase of real property and other physical assets; income tax evasion; and obstruction of justice. Within the United States, such conduct took place within the Eastern District of New York and elsewhere.

62. The damage inflicted by the defendants and their co-conspirators was far-reaching. By conspiring to enrich themselves through bribery and kickback schemes relating to media and marketing rights, among other schemes, the defendants deprived FIFA, the confederations, and their constituent organizations - and, therefore, the national member associations, national teams, youth leagues, and development programs that relied on financial support from their parent organizations - of the full value of those rights. In addition, the schemes had powerful anti-competitive effects, distorting the market for the commercial rights associated with soccer and undermining the ability of other sports marketing companies to compete for such rights on terms more favorable to the rights-holders. Finally, the schemes deprived FIFA, the confederations, and their constituent organizations of their



right to the honest and loyal services of the soccer officials involved. Over time, and in the aggregate, such deprivations inflicted significant reputational harm on the victimized institutions, damaging their prospects for attracting conscientious members and leaders and limiting their ability to operate effectively and carry out their core missions.

V. Overview of the Racketeering Conspiracy

63. Over a period of approximately 25 years, the defendants and their co-conspirators rose to positions of power and influence in the world of organized soccer. During that same period, a network of marketing companies developed to capitalize on the expanding media market for the sport, particularly in the United States. Over time, the organizations formed to promote and govern soccer in regions and localities throughout the world, including the United States, became increasingly intertwined with one another and with the sports marketing companies that generated enormous profits through the sale of media rights to soccer matches and tournaments. The corruption of the enterprise arose and flourished in this context. Certain conspirators rose to power, unlawfully amassed significant personal fortunes by defrauding the organizations they were chosen to serve, and many were exposed and then either expelled from those organizations or forced to resign. Other

conspirators came to power in the wake of scandal, promising reform. Rather than repair the harm done to the sport and its institutions, however, these conspirators engaged in the same unlawful practices that had enriched their predecessors.

A. The Initial Corruption of the Enterprise

64. Starting in or about the 1980s and continuing until in or about 2011, Jack Warner obtained power and influence over the enterprise, first in the CONCACAF region, and then worldwide, eventually becoming a FIFA vice president and member of its executive committee.

65. During approximately the same period of Jack Warner's rise, Nicolás Leoz, who became the president of CONMEBOL, Ricardo Teixeira, who became the president of CBF, and the longtime president of AFA established themselves as powerful officials of CONMEBOL and FIFA and wielded significant influence over those bodies. Warner, Leoz, Teixeira, and the president of AFA used their power and influence to unlawfully enrich themselves.

B. The Growth of the Sports Marketing Companies

66. In or about 1992, José Hawilla relocated from Brazil to the United States, where he began negotiations with Jack Warner and Charles Blazer to acquire the marketing rights to the Gold Cup, CONCACAF's men's national team tournament, for

Traffic USA. Traffic won the contract, which was subsequently amended and renewed so that Traffic acquired the rights to the five editions of the Gold Cup played between 1996 and 2003. Warner and Blazer received bribe payments in connection with the acquisition and renewal of those rights.

67. In the late 1990s and 2000s, Traffic, through Traffic USA, continued to grow its business with CONCACAF and its regional federations and member associations. José Hawilla and several high-ranking executives working at Traffic USA engaged in a number of bribery and fraud schemes in connection with their efforts to obtain various rights from CONCACAF, CFU, and various federations in the region.

68. As Traffic attempted to expand its operations and develop its ties with CONCACAF and CONMEBOL, several competing sports marketing companies sought a share of the growing profits associated with organized soccer. Often, those companies, like Traffic, paid bribes to soccer officials in order to win business.

69. Within the CONCACAF region, for example, starting in the mid-2000s, Media World, based in Miami, Florida, began to compete with Traffic USA to obtain media and marketing rights for matches played by member associations in the region, in



particular members of UNCAF. Like Traffic, Media World obtained these rights by paying bribes to high-ranking soccer officials.

70. ISM, the New Jersey-based company owned and operated by Zorana Danis, was another company engaged in the commercialization of media and marketing rights to soccer matches. In or about 1996, CONMEBOL designated ISM as its marketing agent for sponsorship and title sponsorship rights associated with the Copa Libertadores, CONMEBOL's premier club team tournament. Danis, either directly through ISM or indirectly through affiliates, thereafter acted as agent in multi-party contracts to sell certain marketing rights to the tournament. At various times between the late 1990s and 2012, Danis used bank accounts in New York, New York and elsewhere to pay bribes and kickbacks to high-ranking CONMEBOL officials to maintain these rights.

71. Torneos, along with its affiliates and subsidiaries, also was engaged in the commercialization of media and marketing rights to various soccer tournaments and matches within the CONMEBOL region, including the Copa Libertadores, Copa América, and various friendly matches. For example, starting in or about 1999 and continuing to in or about November 2015, Torneos and its partners held the broadcasting rights to each edition of the Copa Libertadores, among other tournaments.

Alejandro Burzaco, among other conspirators affiliated with Torneos, secured those rights through the systematic payment of bribes and kickbacks to high-ranking CONMEBOL officials.

72. Other sports marketing companies competed for business in the region with Traffic and Torneos, including Full Play, controlled by Hugo Jinkis and Mariano Jinkis. At times, these sports marketing companies worked in conflict with one another, each seeking to win business from soccer organizations in the CONMEBOL and CONCACAF regions. At other times, the companies worked in concert, entering into agreements to share the media rights obtained from soccer organizations. These sports marketing companies at various times and at the direction of Alejandro Burzaco, José Hawilla, Hugo Jinkis, Mariano Jinkis, and others paid bribes and kickbacks to obtain and retain media rights contracts.

73. At various times, José Margulies used the Margulies Intermediaries' accounts at United States financial institutions to move millions of dollars among the sports marketing companies and to soccer officials who were the recipients of illicit payments.

#### C. Scandals and Resignations

74. In 2011, 2012, and 2013, public revelation of corruption scandals involving Jack Warner, Charles Blazer,

Ricardo Teixeira, and Nicolás Leoz forced all four men to resign from their positions in the enterprise.

75. In June 2011, Jack Warner resigned from his positions with FIFA, CONCACAF, CFU, and TTFE after an investigation by FIFA. By the end of 2011, Charles Blazer resigned from his position as general secretary of CONCACAF.

76. In March 2012, Ricardo Teixeira resigned from his position as CBF president and a member of the FIFA executive committee amid allegations of corruption.

77. In April 2013, following an investigation by the FIFA Ethics committee, Nicolás Leoz resigned from his positions as president of CONMEBOL and member of the FIFA executive committee.

D. The Continued Corruption of the Enterprise

78. The changes in administration at CONCACAF and CONMEBOL between 2011 and 2013 did not usher in an era of reform at those organizations. Instead, the new leadership continued to engage in criminal schemes in violation of their fiduciary duties, both before and after the unsealing of the original indictment on May 27, 2015.

79. Following Warner's resignation, Alfredo Hawit was selected to serve as acting president of CONCACAF until a new president was elected. Hawit held that role in or about and



between June 2011 to May 2012. During this period, Hawit, Ariel Alvarado, who was then president of the Panamanian soccer federation and a member of the CONCACAF executive committee, and Rafael Salguero, who was then serving as one of CONCACAF's three representatives on the FIFA executive committee, agreed to accept, and did accept, bribes from Hugo Jinkis and Mariano Jinkis, in exchange for their agreement to seek to cause CONCACAF to award media and marketing rights owned by CONCACAF to Full Play.

80. In early 2012, Jeffrey Webb, who had long been the president of CIFA, the Cayman Islands soccer federation, emerged as a candidate to succeed Jack Warner as the next CONCACAF president. During the course of his campaign, Webb used his growing influence to solicit a bribe from Traffic USA in connection with its efforts to acquire from CFU the commercial rights of its members to the qualifier matches to be played in advance of the 2018 and 2022 World Cups. In May 2012, Webb was elected president of CONCACAF. Like Jack Warner, Webb thereafter became a FIFA vice president and member of its executive committee, after which he continued his involvement in criminal schemes.

81. In or about April 2013, following Nicolás Leoz's resignation, Eugenio Figueredo assumed the CONMEBOL presidency

and Leoz's place as a vice president on the FIFA executive committee. Shortly after the elevation of Figueredo to these positions, the sports marketing companies controlled by José Hawilla, Alejandro Burzaco, and Hugo Jinkis and Mariano Jinkis consummated a scheme to obtain valuable rights from CONCACAF and CONMEBOL officials in exchange for an agreement to pay tens of millions of dollars in bribes to the defendants JUAN ÁNGEL NAPOUT, MANUEL BURGA, JOSÉ MARIA MARIN, and other co-conspirator soccer officials, as discussed further below. In or about August 2014, NAPOUT assumed the CONMEBOL presidency. Both before and after attaining this position, NAPOUT continued to receive bribe and kickback payments in exchange for his influence as a soccer official.

82. On May 27, 2015, an indictment charging several of the conspirators with racketeering conspiracy, among other crimes, was unsealed. In the months following the unsealing, several of the conspirators sought to harness the disruptive effects of the charges to their own advantage, in some cases by seeking or moving to maintain or solidify their hold on positions of power.

83. For example, in June 2015, Alfredo Hawit became president of CONCACAF and a vice president and executive committee member of FIFA, moving to fill the void left by the

indictment of former CONCACAF president Jeffrey Webb. The defendant JUAN ÁNGEL NAPOUT, the CONMEBOL president, sought to portray himself as an agent of reform, notwithstanding his own long-standing involvement in the solicitation and receipt of bribe and kickback payments in exchange for his influence as a soccer official.

84. The conspirators relied heavily on the United States legal and financial systems, including the wire facilities of the United States, in connection with their corruption of the enterprise. This reliance - both on specific U.S. financial institutions and the broader strength and stability of the U.S. financial system - was significant and sustained and was one of the central methods and means through which the conspirators carried out, promoted, and concealed their schemes.

85. Also at times relevant to the Indictment, and particularly in the period beginning in or about 2012 and continuing through December 2015, as their awareness of law enforcement scrutiny increased, many conspirators engaged in conduct designed to prevent detection of their own illegal activities and to provide one another with mutual aid and protection.



## VI. Criminal Schemes

86. The defendants and their co-conspirators agreed to various criminal schemes in connection with their conspiracy to corrupt the enterprise through a pattern of racketeering activity. The criminal schemes involved, among other things, the conspirators' agreements to use their positions within the enterprise to engage in schemes involving the solicitation, offer, acceptance, payment, and receipt of bribes and kickbacks in connection with the purchase and sale of certain media and marketing rights, including: the rights held by CONMEBOL for the Copa América and Copa Libertadores; the rights held by CONCACAF for the Gold Cup and the CONCACAF Champions League; the rights held by CBF to the Copa do Brasil; the rights to World Cup qualifier matches held by certain national federations, including the Paraguayan, Bolivian, Venezuelan, Ecuadoran, and Argentine federations, the CFU member federations, and certain member federations of UNCAF; and the rights to friendly matches held by certain national federations, including matches played by the national teams of Argentina, Bolivia, Ecuador, Colombia, and Chile. The criminal schemes also involved the offer, solicitation, and receipt of bribes and kickbacks in connection with certain sponsorship rights for footwear, apparel,

accessories, and equipment, and in connection with site selection for World Cup tournaments.

87. Set forth below are further details regarding certain criminal schemes in which the defendants and their co-conspirators agreed to engage in connection with their conspiracy to corrupt the enterprise through a pattern of racketeering activity.

A. Copa América Schemes

88. The defendants JUAN ÁNGEL NAPOUT, MANUEL BURGA, and JOSÉ MARIA MARIN, among other soccer officials, agreed to receive bribes and kickbacks in connection with the purchase and sale of media and marketing rights for Copa América tournaments organized by CONMEBOL.

89. Approximately a century ago, CONMEBOL organized the first edition of the Copa América, a tournament featuring the men's national teams of its member federations.

90. Beginning with the 1987 edition and continuing thereafter through 2011, Nicolás Leoz solicited and received bribe payments from Traffic in connection with the editions of the Copa América played during that period. At various times during that period, Traffic agreed to make bribe payments to Leoz and other CONMEBOL officials in exchange for continued official support of Traffic's position as exclusive holder of

the commercial rights to the Copa América and Traffic's ability to commercialize the rights.

91. In or about 2010, CONMEBOL terminated its long-standing relationship with Traffic and sold the rights to future editions of the tournament to Full Play. CONMEBOL and Full Play entered into an agreement pursuant to which Full Play was designated CONMEBOL's exclusive agent for the commercialization of the media and marketing rights to the 2015, 2019, and 2023 editions of the Copa América, among other tournaments (the "2010 agreement"). Hugo Jinkis and Mariano Jinkis agreed to pay bribes to various CONMEBOL officials in exchange for CONMEBOL's entry into the 2010 agreement with Full Play.

92. Traffic International and Traffic USA, alleging that the 2010 agreement between CONMEBOL and Full Play violated a contract that gave Traffic the rights to the 2015 edition of the tournament and an option to retain those rights for the subsequent three editions, filed a lawsuit in Florida state court against CONMEBOL, Full Play, and others. The lawsuit was settled in or about June 2013.

93. In the months preceding the settlement, José Hawilla and other representatives of Traffic met with Alejandro Burzaco, Hugo Jinkis, and Mariano Jinkis, to discuss a resolution of Traffic's lawsuit that would involve Full Play,



Torneos, and Traffic jointly acquiring commercial rights to the Copa América in exchange for Traffic agreeing to end the lawsuit and assume its share of the costs associated with those rights. Specifically, the representatives of the three companies discussed forming a new company that would obtain and exploit the commercial rights to the 2015, 2019, and 2023 editions of the tournament, as well as the Copa América Centenario, which was scheduled to be held in the United States in 2016.

94. By in or about March 2013, the discussions regarding the formation of the company advanced significantly. Hawilla was told that Full Play and Torneos had agreed to make bribe payments to CONMEBOL officials in connection with the Copa América rights, and had already made some of the bribe payments. Hawilla was asked to contribute \$10 million toward the cost of expenses, including the bribes, to date. Hawilla agreed to make these bribe payments and subsequently caused them to be made.

95. The creation of the new company, Datisa, was formalized in a shareholders' agreement dated May 21, 2013. Among other things, the agreement provided that Traffic, Torneos, and Full Play each held a one-third interest in the company.

96. Datisa later entered into a contract with CONMEBOL and Full Play whereby Datisa obtained from CONMEBOL the

exclusive worldwide commercial rights to the 2015, 2019, and 2023 editions of the Copa América and the 2016 Copa América Centenario, and CONMEBOL and Full Play assigned to Datisa the contracts related thereto that had already been executed with third parties (the "2013 Copa América Contract"). The 2013 Copa América Contract, dated May 25, 2013 and signed by representatives of each of Datisa's three shareholders and 12 CONMEBOL officials, was for \$317.5 million.

97. The Datisa partners agreed to pay tens of millions of dollars in bribes to CONMEBOL officials - all of whom were also FIFA officials - in connection with the 2013 Copa América Contract, including bribe payments for contract signature and for each of the four editions of the tournament included in the contract. The agreement called for bribe payments to be made to each of the "top" three CONMEBOL officials (the president of the confederation and the presidents of the Brazilian and Argentine federations), the CONMEBOL general secretary, and as many as seven other CONMEBOL federation presidents. The officials who were to receive bribes included the defendants JUAN ÁNGEL NAPOUT, MANUEL BURGA, and JOSÉ MARIA MARIN, as well as Luis Bedoya, Carlos Chávez, Luis Chiriboga, Rafael Esquivel, Eugenio Figueredo, Sergio Jadue, Nicolás Leoz, Ricardo Teixeira, José Luis Meiszner, Marco Polo

Del Nero, and the president of AFA, among others. In or about and between June and September 2013, José Hawilla and Traffic used financial institutions in the United States to make three payments representing part of Traffic's contribution to the other shareholders of Datisa, who had paid and were responsible for continuing to pay bribes due to the CONMEBOL officials for the 2015 edition of the Copa América and the signing of the 2013 Copa América Contract. A fourth payment, which brought the total to \$13.333 million - was made by a transfer between Swiss bank accounts. Bribe money was subsequently distributed to CONMEBOL officials by the Datisa partners.

98. As this bribery scheme evolved and progressed, so too did CONMEBOL's and CONCACAF's efforts to organize and promote the 2016 Copa América Centenario. In or about 2012, CONCACAF informally announced that a special, Pan-America edition of the Copa América would be held in 2016, involving teams from CONMEBOL and CONCACAF, to celebrate the 100th anniversary of the first edition of the tournament. It was further determined that the tournament would be hosted by the United States in recognition of the growth of the market for soccer in North America.

99. At a press conference held in Miami, Florida on May 1, 2014, high-ranking officials of CONMEBOL and CONCACAF



officially announced that CONMEBOL would celebrate the 100th anniversary of the Copa América by organizing a special edition of the tournament for the entire hemisphere - to be called the Copa América Centenario - to include all 10 CONMEBOL men's national teams and the men's national teams of six CONCACAF member associations, including the United States.

100. As set forth above, Datisa acquired the exclusive commercial rights to the Copa América Centenario as part of the 2013 Copa América Contract. In addition, Datisa contracted with CONCACAF, in its capacity as the co-organizer of the tournament, to acquire CONCACAF's rights to that tournament as well. By letter agreement dated March 4, 2014 (the "2014 Centenario Contract"), Datisa agreed to pay \$35 million to CONCACAF for those rights, which amount was in addition to the \$77.5 million Datisa had already agreed to pay to CONMEBOL, pursuant to the 2013 Copa América Contract, for CONMEBOL's rights to the same tournament. In addition to the bribes to CONMEBOL officials described above, the Datisa partners also agreed to pay Jeffrey Webb, then president of CONCACAF, a bribe in exchange for Webb's agreement to cause CONCACAF to enter into the 2014 Centenario Contract.

101. On or about September 25, 2014, at a meeting of the FIFA executive committee in Zurich, Switzerland, FIFA put

its imprimatur on the Copa América Centenario by placing the tournament on its official calendar.

102. The Copa América Centenario was played in June 2016 in cities throughout the United States.

B. Copa Libertadores Schemes

103. The defendants JUAN ÁNGEL NAPOUT, MANUEL BURGA, and JOSÉ MARIA MARIN, among other soccer officials, agreed to receive bribes and kickbacks in connection with the purchase and sale of media and marketing rights for Copa Libertadores tournaments organized by CONMEBOL.

104. In connection with its efforts to promote the sport of soccer in South America, CONMEBOL organized and funded a variety of international soccer tournaments to showcase the region's best teams, including the Copa Libertadores, an annual tournament featuring the top men's club teams from the region. Over time, the tournament became a major competition featuring 38 teams from approximately 10 countries.

105. As the tournament developed and gained popularity, CONMEBOL entered into contracts with sports marketing companies to commercialize the marketing rights to the tournament. The marketing rights sold by CONMEBOL in connection with the Copa Libertadores included various broadcasting rights, sponsorship rights, and, starting in 1997, title sponsorship

rights. As the popularity and reach of the Copa Libertadores grew, so too did the value of the sponsorship rights to the tournament sold by CONMEBOL. The United States was an important and lucrative market for the commercialization of these rights.

106. Beginning in or about the early 2000s, Nicolás Leoz solicited and received bribe payments from Zorana Danis - operating through ISM, the New Jersey-based sports marketing company that Danis founded and owned - in exchange for Leoz's support of Danis and her company as the exclusive marketing agent for the sponsorship rights to the Copa Libertadores. Beginning in or about 2008 and continuing thereafter through 2012, Eduardo Deluca solicited bribe and kickback payments from Danis. Danis agreed to make and did make bribe payments to Leoz and Deluca in order to, among other things, obtain and/or retain, for ISM and affiliated entities the sponsorship rights associated with the Copa Libertadores, the ability to commercialize those rights, and the potential to secure contracts for sponsorship rights to additional CONMEBOL tournaments.

107. Prior to 1999, the television broadcasting rights to the Copa Libertadores were held by the individual teams that competed in the tournament. In or about 1999, CONMEBOL acquired and consolidated the broadcasting rights to the tournament in



order to maximize the collective value of the rights, ostensibly for the benefit of both CONMEBOL and the competing teams.

108. Beginning in or about 1999 and continuing through in or about November 2015, T&T Sports Marketing Ltd ("T&T"), a Torneos affiliate, acquired the exclusive worldwide broadcasting rights to each edition of the Copa Libertadores through a series of contracts between T&T and CONMEBOL. T&T was owned in part by Torneos y Competencias S.A. and in part by partners in the venture, including, for a period, Traffic, and, later, a group of investors that included an affiliate of a major broadcasting company headquartered in the United States.

109. In or about 2005, Alejandro Burzaco acquired a minority ownership interest in Torneos and began to manage much of the day-to-day operations of the company. Burzaco learned of Torneos's practice of making annual bribe payments to CONMEBOL officials in exchange for their support of T&T as the holder of the broadcasting rights to the Copa Libertadores and helped to continue the practice.

110. CONMEBOL and T&T entered into a number of contracts during the years after Alejandro Burzaco became an owner of Torneos through which T&T retained the broadcasting rights to subsequent editions of the Copa Libertadores, among other tournaments. Each of those contracts required the support

of CONMEBOL officials who received bribes from Burzaco and other conspirators affiliated with T&T.

111. In or about 2009, a group of six presidents of the traditionally less-powerful member associations of CONMEBOL formed a bloc to obtain greater control over decisions relating to the governance of CONMEBOL and the sale of CONMEBOL's commercial properties, which decisions previously had been dominated by the representatives of soccer powers Argentina and Brazil. At its inception, the members of the bloc were the defendants JUAN ÁNGEL NAPOUT and MANUEL BURGA as well as Luis Bedoya, Carlos Chávez, Luís Chiriboga, and Rafael Esquivel.

112. Alejandro Burzaco agreed to pay and did pay annual six-figure bribe payments to the members of the "Group of Six," as the members of the bloc were known by some, in exchange for their support of T&T as the holder of broadcasting rights to the Copa Libertadores, among other tournaments. To secure and maintain their support, Alejandro Burzaco agreed to pay and did pay annual bribes to the defendants JUAN ÁNGEL NAPOUT and MANUEL BURGA, and to Carlos Chávez, Luís Chiriboga, Rafael Esquivel, Luis Bedoya, and later Sergio Jadue.

113. At various times, the defendant JOSÉ MARIA MARIN and Marco Polo Del Nero, José Luis Meiszner, and Ricardo Teixeira also solicited and received bribe and kickback payments

from Alejandro Burzaco in exchange for their support of T&T as holder of the rights to the Copa Libertadores, among other tournaments.

114. Alejandro Burzaco at times relied on Hugo Jinkis and Mariano Jinkis, José Margulies and the Margulies Intermediaries, and others to facilitate the payment of bribes and kickbacks to CONMEBOL officials in connection with the Copa Libertadores and other tournaments.

C. Copa do Brasil Scheme

115. The defendant JOSÉ MARIA MARIN, among other soccer officials, agreed to receive bribes and kickbacks in connection with the purchase and sale of media and marketing rights for Copa do Brasil tournaments organized by the CBF.

116. In or about and between 1990 and 2009, Traffic entered into a series of contracts with CBF to acquire the commercial rights associated with the Copa do Brasil, an annual tournament for Brazil's top club teams. During the course of this period, Ricardo Teixeira - the long-time president of CBF and member of the FIFA executive committee - solicited and received bribes from José Hawilla in connection with the sale of the Copa do Brasil media rights.

117. As a result of an agreement reached between CBF and Traffic in or about 2009, Traffic Brazil owned the rights to



each edition of the Copa do Brasil to be played from 2009 through 2014.

118. In or about 2011, another sports marketing company entered into a contract with CBF to purchase the commercial rights for all editions of the Copa do Brasil between 2015 and 2022. In order to secure the contract with CBF, the company agreed to pay an annual bribe to Ricardo Teixeira, as José Hawilla had done in the past. In or about 2012, Traffic Brazil entered into a contract with this sports marketing company to pool their marketing rights for future editions of the Copa do Brasil, from 2013 to 2022, and to share in the profits. An executive of this company advised Hawilla of bribe payments he had agreed to make to Ricardo Teixeira in connection with the contract for the commercial rights to the Copa do Brasil. The executive further advised Hawilla that the bribe payment he had originally negotiated with Ricardo Teixeira had increased when other CBF officials, including the defendant JOSÉ MARIA MARIN, who became the president of CBF in or about 2012, and Marco Polo Del Nero, who was elected by CBF in 2014 to take over as MARIN's successor in 2015, requested bribe payments as well. Hawilla agreed to pay half the cost of the bribe payments to be distributed among MARIN, Teixeira, and Del Nero.

\* \* \* \*

119. In the course of the foregoing schemes, the defendants and their co-conspirators used wire facilities and financial institutions located in the United States, among other countries, to make and receive bribe payments and to transfer payments related to contracts secured through bribery. In the course of the schemes, the conspirators also relied on the growing U.S. market for soccer to generate profits from the scheme and conducted meetings in the United States in furtherance of the schemes.

120. No disclosure of any of the foregoing bribery and kickback schemes was made to FIFA, CONCACAF, or CONMEBOL, including without limitation to their respective executive committees, congresses, or constituent organizations.

COUNT ONE  
(Racketeering Conspiracy)

121. The allegations contained in paragraphs 1 through 120 are realleged and incorporated as if fully set forth in this paragraph.

122. In or about and between 1991 and 2015, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants JUAN ÁNGEL NAPOUT, MANUEL BURGA, and JOSÉ MARIA MARIN, together with others, being persons employed by and associated with the enterprise, which engaged in, and the activities of which affected, interstate and foreign

commerce, did knowingly and intentionally conspire to violate Title 18, United States Code, Section 1962(c), that is, to conduct and participate, directly and indirectly, in the conduct of the affairs of such enterprise through a pattern of racketeering activity, as defined in Title 18, United States Code, Sections 1961(1) and 1961(5).

123. The pattern of racketeering activity through which the defendants JUAN ÁNGEL NAPOUT, MANUEL BURGA, and JOSÉ MARIA MARIN, together with others, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the enterprise consisted of multiple acts indictable under:

- (a) Title 18, United States Code, Section 1343 (wire fraud, including honest-services wire fraud);
- (b) Title 18, United States Code, Sections 1956 and 1957 (money laundering and money laundering conspiracy);
- (c) Title 18, United States Code, Section 1952 (interstate and foreign travel in-aid-of racketeering);
- (d) Title 18, United States Code, Section 1512 (obstruction of justice and obstruction of justice conspiracy); and

multiple acts involving bribery, in violation of New York State Penal Law Sections 180.03 and 180.08 and New Jersey Statute 2C:21-10. Each defendant agreed that a conspirator would commit



at least two acts of racketeering activity in the conduct of the affairs of the enterprise, the last of which would occur within 10 years of a prior act of racketeering activity.

(Title 18, United States Code, Sections 1962(d), 1963 and 3551 et seq.)

COUNT TWO

(Wire Fraud Conspiracy - Copa Libertadores)

124. The allegations contained in paragraphs 1 through 120 are realleged and incorporated as if fully set forth in this paragraph.

125. In or about and between 2000 and 2015, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants JUAN ÁNGEL NAPOUT and JOSÉ MARIA MARIN, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud FIFA and CONMEBOL and their constituent organizations, including to deprive FIFA and CONMEBOL and their constituent organizations of their respective rights to honest and faithful services through bribes and kickbacks, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and

sounds, to wit: wire transfers, contrary to Title 18, United States Code, Section 1343.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

COUNT THREE

(Money Laundering Conspiracy - Copa Libertadores)

126. The allegations contained in paragraphs 1 through 120 are realleged and incorporated as if fully set forth in this paragraph.

127. In or about and between 2000 and 2015, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants JUAN ÁNGEL NAPOUT and JOSÉ MARIA MARIN, together with others, did knowingly and intentionally conspire to transport, transmit and transfer monetary instruments and funds, to wit: wire transfers, from places in the United States to and through places outside the United States and to places in the United States from and through places outside the United States, with the intent to promote the carrying on of specified unlawful activity, to wit: wire fraud, contrary to Title 18, United States Code, Section 1343, all contrary to Title 18, United States Code, Section 1956(a)(2)(A).

(Title 18, United States Code, Sections 1956(h) and 3551 et seq.)

COUNT FOUR  
(Wire Fraud Conspiracy - Copa do Brasil)

128. The allegations contained in paragraphs 1 through 120 are realleged and incorporated as if fully set forth in this paragraph.

129. In or about and between 2011 and 2015, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant JOSÉ MARIA MARIN, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud FIFA and CBF and their constituent organizations, including to deprive FIFA and CBF and their constituent organizations of their respective rights to honest and faithful services through bribes and kickbacks, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, to wit: wire transfers, telephone calls and emails, contrary to Title 18, United States Code, Section 1343.

(Title 18, United States Code, Sections 1349 and 3551  
et seq.)



COUNT FIVE  
(Money Laundering Conspiracy - Copa do Brasil)

130. The allegations contained in paragraphs 1 through 120 are realleged and incorporated as if fully set forth in this paragraph.

131. In or about and between 2011 and 2015, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant JOSÉ MARIA MARIN, together with others, did knowingly and intentionally conspire to transport, transmit and transfer monetary instruments and funds, to wit: wire transfers, from places in the United States to and through places outside the United States and to places in the United States from and through places outside the United States, (a) with the intent to promote the carrying on of specified unlawful activity, to wit: wire fraud, contrary to Title 18, United States Code, Section 1343, all contrary to Title 18, United States Code, Section 1956(a)(2)(A), and (b) knowing that the monetary instruments and funds involved in the transportation, transmission, and transfer represented the proceeds of some form of unlawful activity and knowing that such transportation, transmission, and transfer was designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership and the control of the proceeds of

said specified unlawful activity, all contrary to Title 18, United States Code, Section 1956(a)(2)(B)(i).

(Title 18, United States Code, Sections 1956(h) and 3551 et seq.)

COUNT SIX  
(Wire Fraud Conspiracy - Copa América)

132. The allegations contained in paragraphs 1 through 120 are realleged and incorporated as if fully set forth in this paragraph.

133. In or about and between 2010 and 2015, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants JUAN ÁNGEL NAPOUT and JOSÉ MARIA MARIN, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud FIFA, CONCACAF, and CONMEBOL and their constituent organizations, including to deprive FIFA, CONCACAF, and CONMEBOL and their constituent organizations of their respective rights to honest and faithful services through bribes and kickbacks, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals,

pictures, and sounds, to wit: wire transfers, contrary to Title 18, United States Code, Section 1343.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

COUNT SEVEN

(Money Laundering Conspiracy - Copa América)

134. The allegations contained in paragraphs 1 through 120 are realleged and incorporated as if fully set forth in this paragraph.

135. In or about and between 2010 and 2015, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants JUAN ÁNGEL NAPOUT and JOSÉ MARIA MARIN, together with others, did knowingly and intentionally conspire to transport, transmit and transfer monetary instruments and funds, to wit: wire transfers, from places in the United States to and through places outside the United States and to places in the United States from and through places outside the United States, with the intent to promote the carrying on of specified unlawful activity, to wit: wire fraud, contrary to Title 18, United States Code, Section 1343, all contrary to Title 18, United States Code, Section 1956(a) (2) (A) .

(Title 18, United States Code, Sections 1956(h) and 3551 et seq.)



CRIMINAL FORFEITURE ALLEGATION  
AS TO COUNT ONE

136. The United States hereby gives notice to the defendants that, upon their conviction of the offense charged in Count One, the government will seek forfeiture in accordance with Title 18, United States Code, Section 1963(a), which requires any person or entity convicted of such offense to forfeit: (a) any interest acquired or maintained in violation of Title 18, United States Code, Section 1962; (b) any interest in, security of, claim against, or property or contractual right of any kind affording a source of influence over, any enterprise which the defendant established, operated, controlled, conducted, or participated in the conduct of, in violation of Title 18, United States Code, Section 1962, and (c) any property constituting, or derived from, any proceeds obtained, directly or indirectly, from racketeering activity in violation of Title 18, United States Code, Section 1962.

137. If any of the above-described forfeitable property, as a result of any act or omission of a defendant:

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third party;

(c) has been placed beyond the jurisdiction of the court;

(d) has been substantially diminished in value;  
or

(e) has been commingled with other property which cannot be divided without difficulty;  
it is the intent of the United States, pursuant to Title 18, United States Code, Section 1963(m), to seek forfeiture of any other property of the defendants up to the value of the forfeitable property.

(Title 18, United States Code, Sections 1963(a) and 1963(m) )

CRIMINAL FORFEITURE ALLEGATION  
AS TO COUNTS TWO, FOUR, AND SIX

138. The United States hereby gives notice to the defendants charged in Counts Two, Four, and Six that, upon their conviction of any of such offenses, the government will seek forfeiture in accordance with Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), which require any person convicted of such offense to forfeit any and all property, real or personal, which

constitutes or is derived from proceeds traceable to a violation of such offense.

139. If any of the above-described forfeitable property, as a result of any act or omission of a defendant:

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third party;

(c) has been placed beyond the jurisdiction of the court;

(d) has been substantially diminished in value;  
or

(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendants up to the value of the forfeitable property described in this forfeiture allegation.

(Title 28, United States Code, Section 2461(c); Title 18, United States Code, Section 981(a)(1)(C); Title 21, United States Code, Section 853(p))



CRIMINAL FORFEITURE ALLEGATION  
AS TO COUNTS THREE, FIVE, AND SEVEN

140. The United States hereby gives notice to the defendants charged in Counts Three, Five, and Seven that, upon their conviction of any of such offenses, the government will seek forfeiture in accordance with Title 18, United States Code, Section 982(a)(1), which requires any person convicted of such offense to forfeit any and all property, real or personal, involved in such offense, or any property traceable to such offense.

141. If any of the above-described forfeitable property, as a result of any act or omission of a defendant:

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third party;

(c) has been placed beyond the jurisdiction of the court;

(d) has been substantially diminished in value;


or


(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18,

United States Code, Section 982(b), to seek forfeiture of any other property of the defendants up to the value of the forfeitable property described in this forfeiture allegation.

(Title 18, United States Code, Sections 982(a)(1) and 982(b); Title 21, United States Code, Section 853(p))

  
FOREPERSON

  
BRIDGET M. ROHDE  
ACTING UNITED STATES ATTORNEY  
EASTERN DISTRICT OF NEW YORK

No. 15-252 (S-2) (PKC)

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**UNITED STATES DISTRICT COURT**

*EASTERN District of NEW YORK*

CRIMINAL DIVISION

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THE UNITED STATES OF AMERICA

vs.

*JUAN ÁNGEL NAPOUT, MANUEL BURGA, and JOSÉ MARIA MARIN,*

Defendants.

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**SUPERSEDING INDICTMENT**

( T. 18, U.S.C., §§ 981(a)(1)(C), 982(a)(1), 982(b), 1349, 1956(h),  
1962(d), 1963, 1963(a), 1963(m) and 3551 et seq.; T. 21, U.S.C.,  
§ 853(p); T. 28, U.S.C., § 2461(c))

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*A true bill.*

*Foreperson*

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*Filed in open court this \_\_\_\_\_ day,  
of \_\_\_\_\_ A.D. 20 \_\_\_\_\_*

*Clerk*

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*Bail, \$ \_\_\_\_\_*

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*Samuel P. Nitze, M. Kristin Mace, Keith D. Edelman,  
Assistant U.S. Attorneys (718) 254-7000*