

JMK:AES:PT/SPN/DCP/BDM  
F. #2018R01217

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

PLEA AGREEMENT

- against -

18 CR 311 (PKC)

US IMAGINA, LLC,

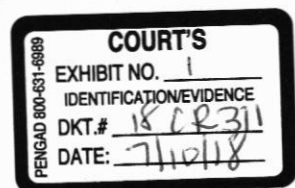
Defendant.

----- X

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the United States Attorney's Office for the Eastern District of New York (the "Office") and US IMAGINA, LLC (the "Defendant"), acting through its undersigned attorneys, and through its authorized representative, pursuant to authority granted by its Board of Directors as confirmed in the certification attached hereto as Exhibit A, agree to the following:

1. The Defendant will waive indictment and venue and plead guilty to both counts of the above-captioned information (the "Information"), charging it with two counts of conspiracy to commit wire fraud, each in violation of 18 U.S.C. § 1349. Each count carries the following statutory penalties:

- a. Maximum fine: \$500,000 or twice the gross pecuniary gain or loss from the offense, whichever is greater. The parties agree that for each count, the losses suffered by the victims of the offense charged were greater than \$500,000. (18 U.S.C. § 3571 (c)(3) and (d)).
- b. Restitution: The parties agree that restitution in the total amount of \$6,650,000 shall be ordered by the Court to the following victims: in connection with Count 1: \$3,000,000 to the



Caribbean Football Union (the "CFU"); in connection with Count 2: (a) \$600,000 to the Costa Rican soccer federation ("FEDEFUT"); (b) \$565,000 to the Salvadoran soccer federation ("FESFUT"); (c) \$790,000 to the Guatemalan soccer federation ("FENAFUTG"); and (d) \$1,700,000 to the Honduran soccer federation ("FENAFUTH"). (18 U.S.C. § 3663(a)(3)).

- c. Criminal forfeiture: A total of \$5,279,000, related to proceeds gained in connection with the crimes charged in both Count 1 and 2, as set forth in paragraphs 6-11 below. (18 U.S.C. § 981(a)(1)(C); 21 U.S.C. § 853(p); 28 U.S.C. § 2461(c)).
- d. \$400 special assessment. (18 U.S.C. § 3013(a)(2)(B)).

2. The Defendant understands that although imposition of a sentence in accordance with the United States Sentencing Guidelines (the "Guidelines" and "U.S.S.G.") is not mandatory, the Guidelines are advisory and the Court is required to consider any applicable Guidelines provisions as well as other factors enumerated in 18 U.S.C. § 3553(a) to arrive at an appropriate sentence in this case. The Defendant admits, agrees and stipulates that the factual allegations set forth in the attached Exhibit B are true and accurate, and will not contradict anything in the attached Exhibit B in any proceeding by the United States, including any trial, guilty plea or sentencing proceeding. The Defendant stipulates that it will not dispute the factual allegations in the Information in any proceeding by the United States, including the instant proceeding as well as any trial, guilty plea, or sentencing proceeding. The parties agree that the calculation of the fine range set forth below is correct and is consistent with the provisions of 18 U.S.C. §§ 3553 and 3572. The parties calculate that the fine range is \$14,314,800 to \$28,629,600, which is predicated on the following Guidelines calculation:

Base Fine

Base Fine: \$11,929,000, based on a pecuniary gain to the Defendant  
(U.S.S.G. § 8C2.4(a)(2))

Culpability Score

Base Culpability Score (U.S.S.G. § 8C2.5(a))	5
The Defendant Had 200 or More Employees and An Individual Within High-Level Personnel Participated In, Condoned, or Was Willfully Ignorant of the Offense (U.S.S.G. § 8C2.5(b)(3)(A)(i))	+3
The Defendant Clearly Demonstrated Recognition and Affirmative Acceptance of Responsibility for its Criminal Conduct (U.S.S.G. § 8C2.5(g)(2))	-2
Total Culpability Score:	6

Maximum and Minimum Fine Range

Minimum Fine \$11,929,000 base fine x 1.2 multiplier (U.S.S.G. §§ 8C2.6 and 8C2.7(a))	\$14,314,800
Maximum Fine \$11,929,000 base fine x 2.4 multiplier (U.S.S.G. §§ 8C2.6 and 8C2.7(b))	\$28,629,600

The Defendant stipulates to this fine range. The parties agree that, in recognition of the Defendant's efforts at remediation and cooperation following the filing of the superseding indictment in United States v. Hawit, et, al., 15-CR-252 (S-1) (PKC), and the later engagement of undersigned counsel, the Defendant will receive a 10% discount from the minimum fine range.

3. The Office and the Defendant agree, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, that the following constitutes an appropriate disposition of this case: (i) a criminal fine in the amount of \$12,883,320; (ii) restitution in the amount of \$6,650,000, as described in paragraph 1(b); (iii) criminal forfeiture in the amount of \$5,279,000, as described in paragraphs 6 through 11; and (iv) a mandatory special assessment of \$800 pursuant to 18 U.S.C. § 3013(a)(2)(B). The parties agree that the criminal fine will be paid by Imagina Media Audiovisual SL (“Imagina Media”), the Defendant’s parent company, as set forth in the related non-prosecution agreement between the Office and Imagina Media dated July 10, 2018 (“Imagina Media Non-Prosecution Agreement”). The Defendant agrees to pay the agreed-upon restitution and the mandatory special assessments in full within five business days (not including any bank holidays) after the imposition of sentence.

4. The Defendant’s plea will be tendered pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. If the Court rejects this plea agreement pursuant to Rule 11(c)(5) of the Federal Rules of Criminal Procedure, the Defendant and the Office shall be afforded the opportunity to withdraw or vacate the plea. In addition, the Office and the Defendant agree to waive preparation of a Presentence Investigation Report (“PSR”) and intend to seek sentencing by the Court immediately following the Rule 11 plea hearing in the absence of a PSR. The Defendant acknowledges that the decision whether to proceed immediately following the plea hearing with the sentencing proceeding, and to do so without a PSR, belongs exclusively to the Court.

5. The Defendant agrees not to file an appeal or otherwise challenge, by petition pursuant to 28 U.S.C. § 2255 or any other provision, the conviction or sentence in

the event that the Court imposes a fine of \$12,883,320 or less, or restitution of \$6,650,000 or less. This waiver is binding without regard to the sentencing analysis used by the Court. The Defendant waives all defenses based on the statute of limitations and venue with respect to any prosecution that is not time-barred on the date that this agreement is signed in the event that (a) the Defendant's conviction is later vacated for any reason, (b) the Defendant violates this agreement, or (c) the Defendant's plea is later withdrawn. Nothing in the foregoing waiver of appellate and collateral review rights shall preclude the Defendant from raising a claim of ineffective assistance of counsel in an appropriate forum. The Defendant waives any right to additional disclosure from the Office in connection with the guilty plea. The Defendant agrees with respect to all charges referred to in paragraphs 1 and 12, (a) that it is not a "prevailing party" within the meaning of the "Hyde Amendment," 18 U.S.C. § 3006A note, and (b) to waive any claim under the Double Jeopardy Clause of the Fifth Amendment to the United States Constitution. The Defendant further agrees that it will comply with all compliance reporting obligations imposed upon it and Imagina Media as part of the Imagina Media Non-Prosecution Agreement.

6. The defendant acknowledges that it obtained and/or acquired property that is subject to forfeiture as a result of its violations of 18 U.S.C. § 1349, as alleged in the Information. The defendant consents to the entry of a forfeiture money judgment in the amount of five million two hundred seventy-nine thousand dollars and no cents (\$5,279,000.00) (the "Forfeiture Money Judgment"), together with the forfeiture of (a) approximately \$2,481,928.85 seized from Bank of America Account Number 05494099143 held in the name of Imagina Production Services LLC, and all proceeds traceable thereto; and (b) approximately \$42,198.09 seized from Bank of America Account Number

898052403362 held in the name of Media World Sports, LLC, and all proceeds traceable thereto (items (a) and (b), together, the "Forfeited Assets"). The defendant agrees that the Forfeited Assets and the amount of the Forfeiture Money Judgment represent property which constitutes or is derived from property traceable to the defendant's violations of 18 U.S.C. § 1349 and/or substitute assets, and thus is forfeitable to the United States pursuant to 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461(c) and/or 21 U.S.C. § 853(p). The defendant consents to the entry of a Preliminary Order of Forfeiture, pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, forfeiting the Forfeited Assets, imposing the Forfeiture Money Judgment and setting forth other provisions of this agreement regarding the payment of the Forfeiture Money Judgment. The defendant consents to have the Preliminary Order of Forfeiture made final at any time before sentencing pursuant to Rule 32.2(b)(4)(A) of the Federal Rules of Criminal Procedure. The defendant acknowledges that the Office, at its sole discretion, may seek to forfeit the Forfeited Assets and the amount of the Forfeiture Money Judgment through commencement of an administrative or civil forfeiture proceeding. The defendant consents to the entry of an administrative declaration of forfeiture as to the Forfeited Assets and any payments made towards the Forfeiture Money Judgment and waives the requirements of 18 U.S.C. § 983 regarding notice of seizure in non-judicial forfeiture matters. The defendant further waives the filing of a civil forfeiture complaint as to the Forfeited Assets and any payments made towards the Forfeiture Money Judgment in accordance with the procedures set forth in 18 U.S.C. § 983. The defendant agrees to execute any documents necessary to effectuate the administrative or civil forfeiture of the Forfeited Assets and any payments made towards the Forfeiture Money Judgment. Upon

final forfeiture of the Forfeited Assets to the United States, the value thereof shall be credited towards payment of the Forfeiture Money Judgment.

7. The defendant shall pay the remaining balance of the Forfeiture Money Judgment in the amount of two million seven hundred fifty-four thousand eight hundred seventy-three dollars and six cents (\$2,754,873.06) on or before July 13, 2018 (the "Due Date"). All payments made by the defendant toward the Forfeiture Money Judgment shall be made by money order, certified check and/or official bank check, payable to the "U.S. Marshals Service." The defendant shall cause said payment(s) to be sent by overnight mail delivery to Assistant United States Attorney Brian Morris, United States Attorney's Office, Eastern District of New York, 271-A Cadman Plaza East, Brooklyn, New York 11201, with the criminal docket number noted on the face of the instrument. The defendant consents to the restraint of all payments made toward the Forfeiture Money Judgment. The defendant further consents to the forfeiture of such payments as property which constitutes or is derived from property traceable to the defendant's violations of 18 U.S.C. § 1349, through either an administrative or judicial (civil or criminal) forfeiture proceeding, at the Office's election. The defendant also waives all statutory deadlines, including but not limited to deadlines set forth in 18 U.S.C. § 983.

8. If any payments towards the Forfeiture Money Judgment are not paid on or before the Due Date, interest shall accrue on any unpaid portion thereof from that date at the judgment rate of interest set forth in 18 U.S.C. § 3612(f)(2) (the "Judgment Rate"). Beginning on the date of sentencing, interest shall accrue at the Judgment Rate on any unpaid balance of the Forfeiture Money Judgment. If the defendant fails to pay any portion of the Forfeiture Money Judgment on or before the Due Date, the defendant consents to the

forfeiture of any other property of its up to the amount of the unpaid Forfeiture Money Judgment, pursuant to 21 U.S.C. § 853(p), and further agrees that the conditions of 21 U.S.C. § 853(p)(1)(A)-(E) have been satisfied.

9. The defendant agrees to fully assist the government in effectuating the forfeiture of the Forfeited Assets and the payment of the Forfeiture Money Judgment, by among other things, executing any documents necessary to effectuate any transfer of title to the Forfeited Assets and any substitute assets to the United States. The defendant agrees not to file a claim or petition seeking remission or contesting the forfeiture of the Forfeited Assets or any property against which the government seeks to satisfy the Forfeiture Money Judgment in any administrative or judicial (civil or criminal) proceeding. The defendant further agrees not to assist any person or entity in the filing of any claim or petition seeking remission or contesting the forfeiture of the Forfeited Assets or any property against which the government seeks to satisfy the Forfeiture Money Judgment in any administrative or judicial (civil or criminal) forfeiture proceeding.

10. The failure of the defendant to forfeit any monies and/or properties as required under this agreement, including the failure of the defendant to execute any document to accomplish the same on timely notice to do so, may constitute a material breach of this agreement. Upon such a breach, the defendant will not be entitled to withdraw the plea, but the Office may bring additional criminal charges against the defendant.

11. The defendant knowingly and voluntarily waives its right to any required notice concerning the forfeiture of any monies and/or properties forfeited hereunder, including notice set forth in an indictment, information or administrative notice. In addition, the defendant knowingly and voluntarily waives its right, if any, to a jury trial on the entry of



a Forfeiture Money Judgment, and waives all constitutional, legal and equitable defenses to the forfeiture of said monies and/or properties, including, but not limited to, any defenses based on principles of double jeopardy, the Ex Post Facto clause of the Constitution, any applicable statute of limitations, venue, or any defense under the Eighth Amendment, including a claim of excessive fines. The defendant agrees that the forfeiture of the Forfeited Assets and the entry and payment of the Forfeiture Money Judgment are not to be considered a payment of a fine, penalty, restitution loss amount, or any income taxes that may be due, and shall survive bankruptcy.

12. The Office agrees that:

- a. no further criminal charges will be brought against the Defendant relating to: (1) its heretofore disclosed agreement to pay a bribe, and payment of a bribe, to Jeffrey Webb in connection with a contract to buy the media and marketing rights to home World Cup qualifier matches played by members of the Caribbean Football Union during the 2018 and 2022 World Cup cycles, and (2) its heretofore disclosed agreements to pay bribes, and the payment of bribes, to senior officials of various Central American soccer federations in connection with contracts for the media and marketing rights to those federations' home World Cup qualifier matches, each as charged in the Information, it being understood that this agreement does not bar the use of such conduct as a predicate act or as the basis for a sentencing enhancement in a subsequent prosecution including, but not limited to, a prosecution pursuant to 18 U.S.C. §§ 1961 et seq.;

and, based upon information now known to the Office, it will

- b. advocate before the Court for the agreed-upon sentence set forth in paragraph 2, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure.

Should it be judged by the Office that the Defendant has violated any provision of this agreement, the Defendant will not be released from its plea of guilty but the Office will be

released from its obligations under this agreement, including but not limited to the provisions of paragraphs 12(a) and 12(b).

13. This agreement does not bind any federal, state or local prosecuting authority other than the Office. The parties agree that the fine and forfeiture amounts determined for criminal purposes are not binding for civil, administrative or regulatory purposes and are exclusive of civil, administrative or regulatory damages, penalties and interest.

14. No promises, agreements or conditions have been entered into by the parties other than those set forth in this agreement and none will be entered into unless memorialized in writing and signed by all parties. This agreement supersedes all prior

promises, agreements or conditions between the parties. To become effective, this agreement must be signed by all signatories listed below.

Dated: Brooklyn, New York  
July 10, 2018

RICHARD P. DONOGHUE  
United States Attorney  
Eastern District of New York

By:

[Redacted Signature]

Paul Tuchmann  
David C. Pitluck  
Samuel P. Nitze  
Assistant United States Attorneys

Approved by:

[Redacted Signature]

Jacquelyn M. Kasulis  
Supervising Assistant U.S. Attorney

On behalf of US IMAGINA, LLC, I have read the entire agreement and discussed it with US IMAGINA, LLC's attorneys. I understand all of its terms, and I am entering into it knowingly and voluntarily, on the basis of the express authority granted to me by the Board of Directors of US IMAGINA, LLC, as confirmed in the attached certification.

[Redacted Signature]

Irantzu Díez Gamboa  
President, US IMAGINA, LLC

[Redacted Signature]

Erika Lucas  
General Counsel, US IMAGINA, LLC

Approved by:

[Redacted Signature]

Daniel Rashbaum, Esq.  
Marcus Neiman & Rashbaum LLP  
Attorney for US IMAGINA, LLC

Approved by:

[Redacted Signature]

Benjamin Fischer, Esq.  
Daniel Wachtell, Esq.  
Audrey Feldman, Esq.  
Morvillo Abramowitz Grand Iason &  
Anello P.C.  
Attorneys for US IMAGINA, LLC

EXHIBIT A

CERTIFICATE OF CORPORATE RESOLUTIONS

A copy of the executed Certificate of Corporate Resolutions is annexed hereto as "Exhibit A."

**US IMAGINA, LLC****Resolution Adopted at a Special Meeting of the Board of Directors**

WHEREAS, US Imagina, LLC (the "Company") has been engaged in ongoing discussions with the U.S. Attorney's Office for the Eastern District of New York ("EDNY") to resolve EDNY's criminal investigation concerning improper payments made in connection with the purchase of media and marketing rights to World Cup Qualifying matches for certain Caribbean and Central American soccer federations (the "Investigation");

WHEREAS, pursuant to a letter agreement dated July 6, 2018, the Company's minority member, Hispanic TV, Inc., and the minority member's two appointed directors, namely Roger Huguet and Marta Turon, memorialized their agreement to, inter alia, forgo notice and an opportunity to be heard with respect to the Company's decision to enter into a disposition to resolve the Investigation (the "Disposition"), and vested the Company's majority member, Imagina USA, Inc. (the "Majority Member"), and the Majority Member's three appointed directors, Irantzu Diez Gamboa, Jonathan Cumming, and Erika Lucas (the "Majority Directors"), with sole authority to cause the Company to enter into a Disposition;

WHEREAS, at a special meeting of the Board of Directors on July 9, 2018, for which Hispanic TV, Huguet and Turon waived notice and the right to attend, the Majority Member and Majority Directors reviewed, considered and authorized the Company, through either its Chief Executive Officer or General Counsel (collectively, the "Authorized Officers") to enter into a Plea Agreement which memorializes the Disposition;

WHEREAS, the Company has agreed to enter into this Plea Agreement after having had the opportunity to discuss it with the Company's legal counsel, Morvillo Abramowitz Grand Iason & Anello P.C. and Marcus Neiman & Rashbaum LLP (collectively, "Counsel");

WHEREAS, the Majority Member and Majority Directors ratified and confirmed the authorization of each of the Authorized Officers and/or Counsel to enter into the Plea Agreement for and on behalf of the Company, and to appear and speak on behalf of the Company at a court proceeding scheduled to take place on July 10, 2018, including the reading of the allocution which has been reviewed and approved by the Majority Member and Majority Directors (the "Allocution");

NOW THEREFORE, BE IT RESOLVED that each of the following is hereby confirmed, ratified and approved in all respects: (i) the Company's execution and delivery of that certain letter agreement dated July 6, 2018 with the Company's minority member; (ii) the Company's decision to enter into the Disposition; (iii) the appointment of the Authorized Officers; (iv) the execution and delivery of the Plea Agreement by any Authorized Officer and Counsel on behalf of the Company; and (v) the authorization of the

Authorized Officers and/or Counsel to appear and speak on behalf of the Company, including the reading of the Allocation, at that certain court proceeding scheduled to take place on July 10, 2018.

Dated: July 9, 2018

US IMAGINA, LLC

[REDACTED]

Irantzu Diez-Gamboa  
President

MAJORITY DIRECTORS

[REDACTED]

Irantzu Diez-Gamboa  
Voting Member, Chair of the Meeting

[REDACTED]

Erika Lucas  
Voting Member

[REDACTED]

Jonathan Cumming  
Voting Member

IMAGINA USA, INC.

[REDACTED]

Irantzu Diez-Gamboa  
President

EXHIBIT B

## STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Plea Agreement (the “Agreement”) between the United States Attorney’s Office for the Eastern District of New York (the “Office”) and the defendant US Imagina, LLC.

I. BackgroundA. FIFA

1. The Fédération Internationale de Football Association (“FIFA”) was the international body governing organized soccer, commonly known outside the United States as football. FIFA was an entity registered under Swiss law and headquartered in Zurich, Switzerland. FIFA was comprised of as many as 209 national member associations (also known as “federations”), each representing organized soccer in a particular nation or territory, including the United States and four of its overseas territories. The national associations promoted, organized and governed soccer, often including club-level soccer, within individual nations.

2. FIFA financed itself in significant part by commercializing the media and marketing rights associated with the World Cup, the sport’s premier event.

3. FIFA first instituted a written code of ethics in October 2004, which code was revised in 2006 and again in 2009 (generally, the “code of ethics”). The code of ethics governed the conduct of soccer “officials,” expressly defined by FIFA’s statutes to include, among others, all board members, committee members and administrators of FIFA, as well as FIFA’s continental confederations and member associations. 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, from its inception, 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. CONCACAF

4. Each of FIFA's member associations also was a member of one of the six continental confederations recognized by FIFA. Among other things, the continental confederations organized the preliminary rounds, or qualifying matches, that national teams played in order to determine whether they would participate in the main World Cup tournament.

5. The continental confederation covering North America, Central America and the Caribbean region was the Confederation of North, Central American and Caribbean Association Football ("CONCACAF"), which was incorporated as a non-profit corporation in Nassau, Bahamas. CONCACAF was comprised of as many as 41 member associations, including those of the United States and two of its overseas territories, Puerto Rico and the United States Virgin Islands.

6. From approximately 1990 to 2012, CONCACAF's principal administrative office was located in New York, New York, where the former general secretary was based (until the end of 2011) and where CONCACAF regularly conducted business. Beginning in 2012, CONCACAF's principal administrative office was located in



Miami, Florida, where the new general secretary was based. 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 within and outside the confederation. In June 2014, CONCACAF adopted a code of ethics that, among other things, prohibited bribery and corruption.

C. Regional Federations

7. In addition to being members of FIFA and their respective continental confederations, some of the member associations were also members of smaller, regional federations. 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").

8. The CFU was comprised of dozens of national associations representing Caribbean nations and territories, including the U.S Virgin Islands and Puerto Rico. At various times the CFU was headquartered in Trinidad and Tobago and in Jamaica. The CFU statutes effective May 22, 2012 provided, in pertinent part, that CFU officials "shall observe all pertinent statutes, regulations, directives and decisions" of FIFA, CONCACAF and the CFU, "including in particular . . . FIFA's Code of Ethics."

9. UNCAF was comprised of seven national associations representing Central American nations and was headquartered in Guatemala City.

D. The Sports Marketing Companies

10. 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.

11. The revenue generated by the commercialization of the media and marketing rights associated with soccer constituted an essential source of revenue for FIFA, other governing bodies and the sports marketing companies. Over time, the United States became an increasingly important and lucrative market for the commercialization of these rights, including the rights to World Cup qualifier matches for the CONCACAF region.

12. Since at least in or about 1998, the team designated as the “home team” for each World Cup qualifier match owned the media and marketing rights to the match. UNCAF and CFU member associations sought to generate revenue by, among other things, selling the media rights for their respective home World Cup qualifier matches. Each of the UNCAF member nations negotiated separately with prospective purchasers of the rights, such as sports marketing companies. Unlike the UNCAF member associations, the CFU member associations often banded together and negotiated as a group with prospective purchasers of these rights.

## II. IMAGINA and Its Affiliates and Subsidiaries

13. At times relevant to this Statement of Facts, Imagina Media Audiovisual SL (“IMAGINA” or the “Company”) was a privately-held company headquartered in Barcelona, Spain that was active in various aspects of the media business in many countries around the world, including: the purchase, sale and exploitation of sports marketing rights; the production of original television and other audiovisual media content; and the production of sporting event television broadcasts. At various times relevant to this Statement of Facts, IMAGINA operated under different corporate forms and names, including “MediaPro.”

14. IMAGINA often conducted its business through various wholly and partially owned subsidiaries and affiliates organized in various countries around the world, including several U.S.-based subsidiaries that collectively comprise the defendant, Imagina US. The entities comprising Imagina US were all privately-held companies headquartered in the Miami, Florida area and organized under the laws of Florida. At all times relevant to this Statement of Facts, IMAGINA owned a controlling stake of at least 82.5 percent in each of Imagina US’s various business units, including a unit devoted to buying and selling the media and marketing rights to sports events, principally soccer. At times relevant to this Statement of Facts, Imagina US operated its various businesses under different corporate forms and names and using various subsidiaries and affiliated companies, including through the use of the trade name “Media World.”

15. At all times relevant to this Statement of Facts, Medialuso was a wholly-owned subsidiary of IMAGINA, based in Portugal and organized under the laws of

that country. Medialuso's principal business was in the production of sports events for television.

### III. Relevant Individuals and Entities

16. At all times relevant to this Statement of Facts, Co-Conspirator #1 was a citizen of Spain and was, until December 2015, one of IMAGINA's three effective co-Chief Executive Officers ("co-CEOs"), based in Barcelona, Spain. Co-Conspirator #1 was responsible for, among other things, managing IMAGINA's "international" business, meaning its business outside of Spain. Co-Conspirator #1 and IMAGINA's other two "co-CEOs" founded IMAGINA, and each of the three co-CEOs indirectly held an ownership stake in IMAGINA of more than ten percent. Co-Conspirator #1 and IMAGINA's other two co-CEOs were members of IMAGINA's Board of Directors.

17. Executive #1 was a senior IMAGINA executive, based in Madrid, Spain. Executive #1 reported to the three co-CEOs of IMAGINA.

18. Executive #2 was a senior executive of Medialuso, based in Portugal. Executive #2 reported to Co-Conspirator #1.

19. Roger Huguet was the CEO of Imagina US, and in that capacity he reported to Co-Conspirator #1. During the relevant period, Huguet's employment agreement was with US Imagina, LLC, one of the entities through which IMAGINA conducted business in the United States. Huguet also indirectly held a minority ownership stake in Imagina US's business units, including a 17 percent ownership stake in all but one of the business units, and a stake of 7.875 percent in the other. Huguet was a dual citizen of the United States and Spain who resided in the Miami, Florida area. Huguet was removed

as CEO of Imagina US on or about December 4, 2015 and subsequently terminated by IMAGINA.

20. Fabio Tordin was a consultant to Imagina US from in or about and between 2009 and 2011. From in or about and between 2011 and 2015, Tordin was a senior executive at Imagina US. In both of those capacities, Tordin reported to Huguet and was responsible for Imagina US's sports marketing business, principally including its efforts to obtain the media and marketing rights to CONCACAF World Cup qualifier matches. Tordin was an agent of Imagina US with respect to the conduct attributable to him in this Statement of Facts. Tordin was a Brazilian citizen and legal permanent resident of the United States who resided in the Miami, Florida area. Tordin was removed as an executive of Imagina US on or about December 4, 2015.

21. Miguel Trujillo was a licensed FIFA match agent and a consultant in the area of sports rights. Trujillo controlled companies and bank accounts located in the United States and Panama, including shell companies located in Panama. Trujillo was a Colombian citizen and legal permanent resident of the United States who resided in the Southern District of Florida.

22. Co-Conspirator #2 was a senior executive at Traffic USA, a sports marketing company based in Miami, Florida, from in or about and between the early 2000s and 2012. From in or about and between 2012 and 2015, Co-Conspirator #2 was the general secretary of CONCACAF. Co-Conspirator #2 was a citizen of the United States and Colombia and a resident of the Miami, Florida area.

23. At various times, Jeffrey Webb was the president of CONCACAF and a FIFA vice president and executive committee member from in or about and between 2012

and 2015. Webb also served on multiple FIFA standing committees, including the finance committee and the organizing committee for the World Cup. In or about 2012, Webb was the president of the Cayman Islands Football Association, a member of the CFU executive committee and the chairman of the CFU normalization committee, which was a committee that FIFA had put in place to run the CFU in 2011. Webb was a citizen of the Cayman Islands.

24. Costas Takkas was a chartered accountant and an associate of Jeffrey Webb. Takkas was a citizen of the United Kingdom.

#### IV. The Bribery Schemes

##### A. The CFU World Cup Qualifiers Scheme

25. Prior to approximately 2012, Imagina US, through its sports marketing division, and Traffic USA competed with each other to purchase the media and marketing rights for World Cup qualifier matches from CONCACAF soccer federations. Starting in or about March 2012, representatives of Imagina US negotiated with Co-Conspirator #2, who was then a high-ranking executive of Traffic USA, and others at Traffic USA and its Brazilian parent company, regarding the possibility of Imagina US and Traffic USA entering into a cost and revenue sharing agreement with respect to CONCACAF World Cup qualifier rights. Under such an agreement, Imagina US and Traffic USA would agree to share in a specific percentage of both the costs and revenues associated with the purchase and exploitation of the media and marketing rights they obtained for CONCACAF World Cup qualifier matches.

26. In the course of these negotiations, Huguet and Co-Conspirator #1 learned from Co-Conspirator #2 that Traffic USA had already reached an agreement in principle with Webb, who was then the chair of the CFU normalization committee, to purchase the media and marketing rights to the CFU member associations' home World Cup qualifier matches for the 2018 and 2022 cycles. Huguet and Co-Conspirator #1 also learned from Co-Conspirator #2 that Co-Conspirator #2 had agreed to pay Webb a \$3 million bribe in exchange for these rights. Co-Conspirator #2 further stated that, under the contemplated cost and revenue sharing agreement, Imagina US would be responsible for paying half of that bribe, or \$1.5 million, to Webb. By in or about August 2012, both Co-Conspirator #1 and Huguet were aware of the agreement to pay Webb a bribe, and they had agreed that Imagina US would be responsible for paying half of the \$3 million bribe, or \$1.5 million.

27. In or about April 2012, Imagina US and Traffic USA entered into the contemplated cost and revenue sharing agreement, which included the 2018 and 2022 World Cup cycles, but they did not disclose the existence of the agreement to outside parties. On or about August 28, 2012, the CFU and Traffic USA entered into a formal contract whereby the CFU sold to Traffic USA the media and marketing rights to the CFU federations' home World Cup qualifier matches for the 2018 and 2022 cycles. By the end of 2012, Traffic USA paid Webb its half of the \$3 million bribe that Imagina US and Traffic USA had agreed to pay. Traffic USA paid Webb this bribe through Takkas, Webb's associate, using shell companies and sham contracts to hide the true nature of the payment.

28. After Co-Conspirator #1 and Huguet both were aware of this bribe agreement, Co-Conspirator #1 told Huguet to meet with Takkas in order to make arrangements for Takkas to receive Imagina US's share of the bribe payment on Webb's

behalf. Co-Conspirator #1 also told Huguet that Imagina US's portion of the bribe payment would be made by Medialuso. Co-Conspirator #1 also directed Huguet to find an intermediary to receive the payment from Medialuso before sending the funds on for Webb's benefit. In addition, Co-Conspirator #1 instructed Huguet to have the intermediary send a false invoice to Medialuso, and to include Executive #1 on the correspondence related to the false invoice in order to ensure that Medialuso would pay it.

29. Huguet later met with Takkas in Miami, Florida to arrange for Takkas's receipt of the bribe payment on Webb's behalf, including by identifying bank accounts and shell companies Takkas controlled. Huguet also contacted Trujillo, who agreed to use the Panamanian bank account of Sports Tournament and Rights, his Panamanian shell company, to function as an intermediary for the bribe payment. Under the agreement, Sports Tournament and Rights would receive the payment from Medialuso pursuant to a false invoice and transfer it to a different shell company, as directed by Takkas.

30. Co-Conspirator #1 then directed Huguet to contact Executive #2 in Portugal to arrange for Medialuso to make a \$500,000 wire transfer for Webb's benefit.

31. In or about November 2013, Huguet contacted Executive #2 in Portugal to arrange for Medialuso to make that payment. The \$500,000 wire transfer comprised a portion of the \$1.5 million share of the bribe that Imagina US had agreed to pay to Webb.

32. In or about January 2014, Huguet and Trujillo prepared a false invoice for \$530,000, which included the \$500,000 bribe payment plus a \$30,000 fee for Trujillo. The invoice was directed to Medialuso and was payable to Sports Tournament and Rights.



Trujillo, through his brother, emailed the false invoice to Executive #1. Huguet thereafter called Executive #1 in Spain to bring the invoice to his attention, and asked Executive #1 to help facilitate Medialuso's making of the payment to Sports Tournament and Rights. Soon after receiving this call from Huguet, Executive #1 asked Co-Conspirator #1 about the invoice. Co-Conspirator #1 directed Executive #1 to pay the invoice, and informed him that Executive #2 was also aware of the invoice. Executive #1 worked to facilitate the payment because Co-Conspirator #1, who was one of his bosses, had instructed him to do so. Neither Huguet nor Co-Conspirator #1 informed Executive #1 or Executive #2 of the true purpose of the payment.

33. At around the same time, in or about January 2014, Co-Conspirator #1 called Executive #2 and told him that Medialuso would receive an invoice, that Executive #1 was aware of the invoice and that it was important for the invoice to be paid promptly. Executive #1, as he had been instructed by Co-Conspirator #1, thereafter forwarded the \$530,000 invoice to Executive #2. Although Executive #2 understood the invoice billed to Medialuso was for services Medialuso had not received, he arranged to pay the invoice because his supervisor, Co-Conspirator #1, had directed him to do so.

34. In March 2014, following numerous emails regarding the mechanics of the payment, personnel at Medialuso effected the \$530,000 wire transfer to a Panamanian bank account for Sports Tournament and Rights that was controlled by Miguel Trujillo. Following further in-person meetings between Takkas and Huguet in Miami, Florida, Huguet directed Trujillo to transfer \$500,000 from the Sports Tournament and Rights account in Panama to various other accounts for Webb's benefit, including a Florida bank

account controlled by a Caymanian attorney, and a St. Vincent and the Grenadines bank account in the name of a shell company controlled by Takkas.

35. Around the same time this payment was made, Co-Conspirator #1 and Huguet learned that the U.S. Department of Justice was investigating the CEO of Traffic USA's Brazilian parent company and, as a result, agreed that they should not make any further payment towards the \$1 million in bribes that Imagina US was still responsible for paying Webb. No further payments were made to Webb.

B. The UNCAF World Cup Qualifiers Scheme

36. In or about 2008, the Honduran soccer federation ("FENAFUTH") engaged Trujillo as an agent to sell its media and marketing rights to its home World Cup qualifying matches for the 2014 cycle. Trujillo negotiated with Huguet to sell these rights to Media World LLC, one of the entities comprising Imagina US. To obtain those rights for Media World LLC, Huguet agreed to pay Trujillo an inflated agent's commission, knowing that a portion of the funds paid to Trujillo would be passed on to high-ranking FENAFUTH officials as bribes in exchange for their support for FENAFUTH's sale of these rights to Media World LLC. To hide the true nature of the payments, Huguet and Trujillo paid these bribes through the Panamanian bank accounts of a Panamanian company Trujillo controlled.

37. In or about 2009, Tordin was engaged as a paid consultant to Imagina US, and in that capacity he helped Media World LLC obtain media and marketing rights from certain CONCACAF member associations. Tordin thereafter negotiated contracts with the Guatemalan soccer federation ("FENAFUTG") and the Salvadoran soccer federation ("FESFUT") to purchase the media and marketing rights to those federations' home 2014 and 2018 World Cup qualifiers, respectively. To obtain those rights, in or about and

between 2009 and 2011, Huguet and Tordin agreed to pay, and did pay, hundreds of thousands of dollars in bribes to high-ranking officials of FENAFUTG and FESFUT. To hide the true nature of the payments, Tordin routed the bribe payments through the Panamanian bank account of a Panamanian company controlled by an associate of Tordin.

38. In or about 2011, Huguet hired Tordin to work as an executive in Imagina US's sports marketing business in Miami, Florida, where he continued to be responsible for negotiating and obtaining for Media World LLC contracts for media and marketing rights held by CONCACAF member associations. Thereafter, in or about and between 2011 and 2015, Huguet and Tordin caused Media World LLC to enter into contracts with FENAFUTH, FENAFUTG and FESFUT to obtain media and marketing rights to those federations' 2018 and 2022 home World Cup qualifiers. To obtain those contracts, Huguet and Tordin agreed to pay, and did pay, bribes to high-ranking officials of these three federations. Huguet, Tordin and Trujillo often disguised the true nature of the bribe payments with fake contracts and invoices, and by routing them through intermediary companies and foreign bank accounts, including the Panamanian bank accounts of companies controlled by Trujillo.

39. In or about 2012, the Costa Rican soccer federation ("FEDEFUT") sold Traffic USA the rights to the World Cup qualifier matches hosted by the Costa Rican soccer team for the 2018 World Cup cycle. In or about 2014, Huguet and Tordin learned that, rather than renewing its contract with Traffic USA to sell it these rights for the 2022 World Cup cycle, FEDEFUT was contemplating selling these rights to a company other than Traffic USA or Imagina US. At the time, FEDEFUT's sale of these rights to Traffic USA was in Imagina US's interest, because of the cost and revenue sharing agreement into

which they had entered. Huguet and Tordin thereafter agreed to pay, and did pay, hundreds of thousands of dollars in bribes to a high-ranking FEDEFUT official to cause FEDEFUT to sell its 2022 World Cup qualifier rights to Traffic USA. Huguet and Tordin disguised the true nature of these bribe payments with fake contracts and invoices, and by routing them through the Panamanian bank account of Sports Tournament and Rights, before sending them to a bank account in the Southern District of Florida at the FEDEFUT official's direction.

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40. The participants in these schemes often communicated by telephone and electronic mail between the Southern District of Florida and locations outside of the state of Florida in furtherance of the schemes, and traveled to Miami, Florida from outside the Southern District of Florida in furtherance of the schemes. Many of the bribe payments were made from Imagina US's bank accounts in the Southern District of Florida, and payments to the federations pursuant to contracts obtained with bribes were made from Imagina US and Traffic USA's bank accounts in the Southern District of Florida.

41. No disclosure of any of the foregoing bribery and kickback schemes was made to FIFA, CONCACAF, the CFU, UNCAF or any national soccer federation, including without limitation to their respective executive committees, congresses or constituent organizations.