



Hasely Crawford National Stadium
Port of Spain, Trinidad & Tobago, W.I.

Ph (868) 623 9500
Fax (868) 625 8150

<http://www.ttfootball.org>
info@ttfootball.org

TRINIDAD & TOBAGO
Football Association

February 16th 2016

Without Prejudice

The General Secretary
The President
Caribbean Football Union.
Attention Neil Cochrane and Gordon Derrick

Dear Gentlemen,

Re: Agreement between the Trinidad and Tobago Football Federation and the Caribbean Football Union with respect to Transfer of Broadcast Rights of Trinidad and Tobago National Football Team and the TV Rights Acquisition Agreement between Traffic Sports USA and CFU

I refer to the UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK document filed on the 25th of November 2015 and I quote in red below excerpts of that document for ease of reference

"M. CFU World Cup Qualifiers Scheme #2

318. Prior to his appointment as CONCACAF general secretary, Co-Conspirator #3 participated, on behalf of Traffic USA, in the negotiation of a contract to acquire the media and marketing rights to the 2018 and 2022 World Cup qualifier matches from the CFU member associations. Jeffrey Webb, at the time the president of CIFA, the Cayman Islands soccer federation, and a high-level CFU official, participated in the negotiations on behalf of CFU.

319. During the negotiations, Co-Conspirator #3 met with the defendant COSTAS TAKKAS, a close associate of Jeffrey Webb, who informed Co-Conspirator #3 that Webb wanted a \$3 million bribe in exchange for his agreement to cause the CFU contract to be awarded to Traffic USA. Co-Conspirator #3 agreed. When he returned to the United States, Co-Conspirator

#3 advised the defendant AARON DAVIDSON, at the time the Traffic USA president, of the bribe.

320. Separately, in or about the spring of 2012, Media World and Traffic USA, which until that time had been competitors in the market, agreed to pool their resources and share revenue earned from the purchase of rights to World Cup qualifier matches played by CONCACAF member associations, which included the CFU World Cup qualifier rights. Among others, Co Conspirator #3, Fabio Tordin, Co-Conspirator #5, Roger Huguet, Co Conspirator #4, and the defendant AARON DAVIDSON participated in the negotiations over the terms of the partnership.

321. During these negotiations, Co-Conspirator #5 learned that Traffic USA had agreed to pay a bribe to Jeffrey Webb to obtain the CFU World Cup qualifier rights. Co Conspirator #5 agreed on behalf of Media World to split the cost of the bribe payment with Traffic USA, which meant that both companies would be obligated to pay Webb a \$1.5 million bribe. Co-Conspirator #5 subsequently informed Roger Huguet of the agreement to pay the bribe and of the fact that the defendant

COSTAS TAKKAS would contact Huguet about arranging the payment for Webb.

322. In or about May 2012, CONCACAF elected Jeffrey Webb to be its president. In or about July 2012, Co-Conspirator #3, who had been a vice president at Traffic USA, was appointed as CONCACAF's general secretary.

323. The agreement by Traffic USA to purchase from CFU the media and marketing rights to World Cup qualifier matches was reached prior to Co-Conspirator #3's departure from Traffic USA but was not formally executed until a few weeks after his departure. On or about August 28, 2012, the parties entered into a \$23 million contract for the exclusive worldwide commercial rights for CFU's 2018 and 2022 World Cup qualifier matches. The defendant AARON DAVIDSON signed the contract on behalf of Traffic USA.

324. To effectuate payment of Traffic USA's portion of the bribe, Co-Conspirator #3 put the defendant COSTAS TAKKAS into contact with Traffic executives in Brazil and also participated

in meetings on the subject. Co-Conspirator #3 participated in such meetings by telephone from Miami, Florida and also in person in Brazil. The payment was eventually made to accounts held in the name of entities controlled by TAKKAS, the identities of which are known to the Grand Jury, and then forwarded on through an intermediary account to Jeffrey Webb.

325. Specifically, Traffic USA's payment was transmitted to the defendant COSTAS TAKKAS in the following manner: On or about November 13, 2012, \$1.2 million was wired from Traffic International's account at Delta National Bank & Trust Co. in Miami, Florida, to a correspondent account at HSBC bank in Buffalo, New York, for credit to an account held in the name of Front Company A, the identity of which is known to the Grand Jury, at HSBC bank in Hong Kong. Approximately one week later, on or about November 21, 2012, two wire transfers of \$750,000 and \$250,000 were sent from Front Company A's account at HSBC bank in Hong Kong to a correspondent account at Standard Chartered Bank in New York, New York, for credit to an account in the name of Kasson Ventures, controlled by TAKKAS, at Fidelity Bank in the Cayman Islands. The remaining \$200,000 was a fee paid to Co-Conspirator #23, the beneficial owner of Front Company A and a resident of Florida, to facilitate the payment.

326. On or about December 14, 2012, the remaining \$500,000 of the \$1.5 million promised to Jeffrey Webb was paid by Traffic through the account of another individual, a business associate of Jose Hawilla, to another account controlled by the defendant COSTAS TAKKAS at Fidelity Bank in the Cayman Islands.

327. After receiving the funds, the defendant COSTAS TAKKAS wired a portion to an account in his name at Citibank in Miami, Florida. TAKKAS subsequently transferred the funds to an account in the name of a swimming pool builder at United Community Bank in Blairsville, Georgia, for the benefit of Jeffrey Webb, who was having a pool built at his residence in Loganville, Georgia. TAKKAS transferred another portion of the funds directly from his Kasson Ventures account at Fidelity Bank in the Cayman Islands to SunTrust Bank in Georgia for Webb's benefit in connection with Webb's purchase of other real estate in Stone Mountain, Georgia.

328. To facilitate Media World's payment of its portion of the bribe, in or about 2012, Co-Conspirator #5 informed Roger Huguet that Media World's portion of the bribe payment for Jeffrey Webb would be made by Production Company A, a wholly owned subsidiary of an entity affiliated with Media Company B in Spain. Co-Conspirator #5 directed Huguet to find an intermediary to receive the payment so as to conceal its true nature and purpose. Huguet contacted Co-Conspirator #6, who agreed to use one of his companies, Consulting Company A, to receive the payment from Production Company A.

329. Thereafter, in or about 2013, Co-Conspirator #5 put Roger Huguet in contact with certain executives of Production Company A. Co-Conspirator #5 also instructed Huguet to direct Co-Conspirator #6 to send a false invoice to Production Company A purporting to be for work related to the 2013 Gold Cup, and to copy a high-ranking executive of Media Company B on the correspondence. In the course of facilitating this payment, the conspirators used various methods of communication, including email and telephone calls.

330. In April 2014, the defendant AARON DAVIDSON met with Jose Hawilla in New York to discuss the status of Traffic's ongoing bribe schemes, including the CFU World Cup qualifier scheme. According to DAVIDSON, Media World still had not yet found a way to pay Jeffrey Webb its portion of the bribe.

331. Roger Huguet and the defendant COSTAS TAKKAS met on several occasions in South Florida in an effort to arrange the payment from Consulting Company A to entities as directed by TAKKAS. Ultimately, payments from Media World were transmitted to TAKKAS. For example, on or about October 28, 2014, \$80,000 was wired from Consulting Company A's account at Multibank in Panama, to a correspondent account at Bank of America in New York, New York, for credit to an account held in the name of Individual #3, a Caymanian attorney whose identity is known to the Grand Jury, at Citibank in Florida. Approximately five weeks later, on or about December 2, 2014, \$170,000 was wired from the same Consulting Company A account, to a correspondent account at Deutsche Bank Trust Company Americas in New York, New York, to an account in the name of Kosson Ventures Inc. at Loyal Bank Limited in St. Vincent and the Grenadines, an account controlled by TAKKAS. 332. During this

same approximate time period - that is, the winter of 2014-2015 - Co-Conspirator #5 informed Roger Huguet that due to information Co-Conspirator #5 had learned regarding the government's ongoing investigation of Jose Hawilla, Media World should not make additional payments toward the \$1.5 million bribe it owed to Jeffrey Webb.

333. With respect to both Traffic USA's and Media World's bribe payments in connection with this scheme, the use of entities controlled by or associated with the defendant COSTAS TAKKAS to receive the payments, and TAKKAS's participation in the transaction as an intermediary more generally, was intended to conceal the fact that Jeffrey Webb was the beneficiary of the payments."

It has been well documented that Mr. Webb has pleaded guilty amongst other things to the indictment and charges of accepting a bribe of US 3 million to sell the TV rights for World Cup 2018 and 2022 of CFU members for US 23 million, which clearly seemed to have been under sold for this amount. Mr. Webb as head of the CFU Normalization committee negotiated on behalf of CFU with Traffic for the sale of the TV rights as documented in the CFU Congress minutes of meeting held in Budapest on May 22nd 2012.

Why does the CFU continue to harbor a relationship with an organization indicted on criminal charges relating to the TV rights of the CFU members?

And why, considering the circumstances and evidence, has the CFU not withdrawn, terminated or repudiated the TV rights contract it signed with Traffic Sports USA on the 28th August 2012? -

I ask that you also take note that this said contract was executed by Traffic's Aaron Davidson in his capacity of President of the organization - he has also been indicted in that very matter and is facing criminal charges for his role in the procurement of that contract.

Without prejudice to our stated position regarding the legality of the actual contract on its own, the TTFA is of the opinion that there are sufficient grounds for the CFU also, to terminate or repudiate the contract with Traffic.

This situation further conciliates the TTFA's adopted position that it has no alternative but to treat the purported agreement with the CFU as null and void even if the CFU decides not to cancel its agreement with Traffic.

This position is taken without prejudice to our position taken that has as well expounded in our previous correspondences to the CFU on this matter. The TTFA awaits your urgent reply on this matter.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'David John Williams', written in a cursive style with a long horizontal stroke extending to the right.

David John Williams

President of the Trinidad and Tobago Football Association