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Proceedings recorded by mechanical stenography, transcript produced by Computer-Aided Transcription
(In open court; jury not present.)
THE COURTROOM DEPUTY: All rise.
THE COURT: Good morning, everyone. I wanted to check in with the parties to see if we have reached some resolution about how to approach the issue we left off with yesterday.

MR. NITZE: I think the answer to that is yes. If we could call the case --

THE COURT: I was talking to my deputy about that. I guess we should since we have a rotating group of people coming in and out every day so let's go ahead and call it.

THE COURTROOM DEPUTY: Criminal cause for a jury trial. United States versus Napout, Marin and Burga.

Would the parties please state their appearances for the record.

MR. NITZE: Sam Nitze, Kristin Mace and Keith Edelman for the United States. We are joined at counsel's table by Special Agent Matthew Callahan of the FBI and Steve Barryman of the IRS Criminal Investigations Unit.

MR. PAPPALARDO: Good morning, Your Honor. John Pappalardo on behalf of Mr. Napout. Seated to my right is Sylvia Pinera-Vazquez and Jacqueline Becerra.

MR. STILLMAN: Good morning, Your Honor. Charles Stillman, Jim Mitchell, Brad Gershel here on behalf of our client, Jose Marie Marin.

THE COURT: Good morning.
MR. UDOLF: Good morning, Your Honor. Bruce Udolf on behalf Manuel Burga who is present here in court and I am joined by Ms. Estama.

THE COURT: Good morning to you as well.
So, do we have a resolution on the issue from yesterday?

MR. NITZE: So, with respect to the witness who will be called today, the situation in the area of concern has been evolving somewhat. We've inquired further last night and the measures that we were contemplating yesterday with respect to pseudonyms or references by at least partial position are not going to -- in some ways they might make the situation worse for reasons I could explain at sidebar.

We are now in a position where we think where we are withdrawing the request with respect to one avenue, the core avenue of cross-examination even as to names. There remains one aspect of a protective measure that relates to a threat and, that, we would like to discuss at sidebar, but I think we are, at least with respect to the issue that was before the Court yesterday about cross-examination in connection with certain described conduct, I think we have essentially taken that issue off the table.

THE COURT: As to all four individuals?
MR. NITZE: With respect to just this witness for
whom only three individuals are implicated.
THE COURT: Right.
MR. NITZE: The other individual relates to a witness who won't be called until later and I think there will need to be some discussion about that. It's a different situation somewhat, but at least for purposes of today, his testimony and tomorrow's, the cross of this witness, I think we've made some progress.

THE COURT: So in effect there's no longer a motion as to this witness and the three names that were in play.

MR. NITZE: That is true except as to one --
THE COURT: Aspect?
MR. NITZE: -- potential avenue of cross that really wasn't the one discussed yesterday and with respect to a particular name and that, I think, we could explain to the Court but we would ask to do it at sidebar.

THE COURT: Let's do that then
(Sidebar held outside of the hearing of the jury.)
(Continued on next page.)


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MR. NITZE: Your Honor, the Government calls --
THE COURT: We're waiting until the jury comes in. (Jury enters.)

THE COURT: Please be seated, everyone. Good morning, ladies and gentlemen. I hope you had a good night's rest. We are continuing with the Government's case.

Call your next witness, please.
MR. NITZE: Your Honor, the Government calls Alejandro Burzaco.
(Witness takes the stand.)
(Witness sworn/affirmed.)
THE COURTROOM DEPUTY: Please have a seat. State and spel1 your name for the record.

THE WITNESS: Alejandro Burzaco, A-L-E-J-A-N-D-R-O $B-U-R-Z-A-C-0$.

THE COURT: You may inquire.
MR. NITZE: Thank you Your Honor.
(Continued on the following page.)

## ALEJANDRO BURZACO,

called by the Government, having been
first duly sworn, was examined and testified as follows:

## DIRECT EXAMINATION

BY MR. NITZE:
Q Good morning, Mr. Burzaco.
A Good morning, sir.
Q Mr. Burzaco, what is your first language?
A My first language is Spanish.
Q Do you speak and understand English?
A Yes, sir.
Q And are you comfortable testifying today without the aid
of an interpreter?
A Yes, sir.
Q If at any point you don't understand something I or another attorney is asking you, please just say so and we will try to clarify.

A Yes, sir.
Q Where are you from?
A I'm from Buenos Aires, Argentina.
Q And is Buenos Aires the capital city of Argentina?
A Yes, it's the capital city.
Q Were you born and raised there?
A Yes, sir.

(Continuing)
Q Did the company engage in business outside of the context of production?

A Yes, sir.
Q And what aspect of business was that?
A One of the activities that the company performed, directly or indirectly through different joint ventures and partnerships, was the acquisition and sale of TV rights, media rights.

Q And this production and rights business you've testified about, did they focus on any sport in particular?

A Yes, sir.
Q Which sport is that?
A Soccer.
Q Where does soccer rank in the hierarchy of sports in Argentina?

A I would say if we make a ranking from, let's say, one to ten, and soccer would rank one, two, three, four, five, six, seven, eight, nine; and the next sport, maybe car racing or tennis, would be further away in position ten.

Q And how would you describe your country's relationship with the sport of soccer generally?

A Well, most Argentinians live soccer as one of the most important things in their lives. It changes their moods. If their team wins, they go to work on Mondays happy and willing
to make jokes. If their team lose and maybe they skip going to work.

It's like a national, national goal. So we all live around soccer and when Argentina plays in the FIFA World Cup championship, they even give holidays for people not to go to school or to work to or university. They have TVs in McDonald's, everywhere. Everything. Everyone lives around the sport of soccer.

Q Are you a soccer fan?
A Yes. Big, big.
Q When did you first become a soccer fan?
A When I was very young. When I was four years old my grandfather used to take me to see River Plate matches, my club.

Q What is River Plate?
A River Plate is the best club in the world. It's one of the two largest soccer clubs in Argentina, in history, in championships, and in the number of fans.

Q In May of 2015, when you were last in Argentina, what was your title at Torneos?

A I was the chief executive officer and I was the president of the board of DIRECTORS of Torneos.

Q When did you first start to run the company in that role?
A As chief executive officer, I started to run the company approximately in October 2006.

Q When you left Argentina, the last time you were there in May of 2015, where did you go?

A I went -- with a stop in London, I went to Zurich, Switzerland.

Q Why did you go to Zurich?
A I went to Zurich in relationship with an annual FIFA Congress.

Q And just briefly, what is a FIFA Congress?
A A FIFA Congress is a gathering where all soccer federations, representatives, participate. In this particular case of 2015, it was going to be a big event, the presidential election, but it's a big gathering where all soccer officers were all business entrepreneurs, everyone around the sport and the business of the sport gets together.

Q Was that your first time traveling to an FIFA Congress? A No, sir.

Q During your career as a sports media executive, how many times would you say you travelled to FIFA events in connection with your work?

A To FIFA events, four or five times per year.
Q And for what purpose would you go? What business purpose was there for you to be attending those events?

A I was attending those events because it was an excellent opportunity to meet in one place in a short period of time many soccer executives from different countries, different
clubs in the world. It was also a good opportunity to get together with other media companies, with other production companies and other competitors or partners.

I would say it was an excellent logistic circumstance to be able to achieve many things in a short period of time, including the possibility of purchasing rights, because Torneos had a relationship directly and through partners with FIFA authorities; executives. Q Now, when you left Argentina in May of 2015, was it your intention to return home after your trip to Zurich?

A Yes, sir.
Q And what, if anything, happened while you were in Zurich to change those plans?

A I learned in Zurich there was a criminal process that started in the Eastern District of New York and that I was named under that process.

Q Did you learn that you had been indicted here in the United States?

A Yes.
Q And how is it that you are here today in this courtroom testifying?

A After 48 hours of struggling with something I already thought before, I said, Alejandro, you should go to U.S., face the justice, accept the responsibility, try to repair as much as possible wrong things you did and cooperate, and help.

Q Did you ultimately plead guilty to the charges against you in that indictment?

A Yes, sir.
Q And just briefly, what is the nature of those charges?
A Conspiracy to racketeering, conspiracy to wire fraud and conspiracy to money laundering.

Q And the conduct at the heart of those charges, what was that conduct?

A As I understand the conduct was paying bribes. Paying bribes and, in particular, also, but not limited, paying bribes to soccer officers, soccer officials.

Q When you use the word bribe, Mr. Burzaco, what do you mean by that word?

A By bribe, I understand the act of paying someone, paying money, in this case soccer officers, in exchange for them signing contracts, new contracts, renewing them, extending them, sometimes not breaking them, avoiding competitors, sometimes good faith and strong competitors, sometimes corrupt competitors.

Q Looking around the courtroom this morning, Mr. Burzaco, do you see any of the soccer officials who you bribed? A Yes, sir.

Q Name them, please, and point each one out by an article of clothing.

A Juan Ange1 Napout, in the gray suit. Jose Maria Marin,
with the light blue shirt. And Manuel Burga, with a dark suit and the white shirt.

MR. NITZE: Your Honor, let the record reflect that the witness has identified the defendants, Napout, Marin and Burga.

THE COURT: Let me get a little more particularized description about where they are, since there are so many people in the courtroom.

You identified Mr. Napout as wearing the gray suit.
Can you tell me where he is seated?
THE WITNESS: Yes.
THE COURT: In other words, what are the other people wearing?

THE WITNESS: Yes. There is a lady with a pink dress.

MS. PINERA-VASQUEZ: Your Honor, we agree.
THE COURT: Okay. Stipulated?
MS. PINERA-VASQUEZ: Stipulated to both.
MR. STILLMAN: Agreed, Your Honor.
THE COURT: A11 right. And also you, Mr. Udolf?
MR. UDOLF: We stipulate that Manuel Burga is seated right over here.

THE COURT: I am sorry. Do you stipulate that he has identified Mr. Burga?

MR. UDOLF: Yes.

THE COURT: So, yes, the record will reflect that the witness has identified all three defendants. BY MR. NITZE:

Q During which period of years did you pay bribes to Juan Ange 1 Napout?

A During the period going from 2010 to 2015.
Q During which period of years did you pay bribes to the defendant Jose Maria Marin?

A To Jose Maria Marin, the bribes that we paid were between the year 2012 and 2015.

Q During which period of years did you pay bribes to the defendant Manue1 Burga?

A Between the years 2010 and 20 -- until the end of 2013.
Q And what position in the world of organized soccer, if any, did Mr. Marin hold when you began to pay him bribes?

A He was named president of the CBF, the Brazilian Soccer Federation.

Q And CBF, is that an acronym?
A It's an acronym from -- for the Confederación de Futbol Braziliera.

Q And what position, if any, did the defendant Burga hold when you began to pay bribes to him?

A He was the president of the Peruvian Soccer Federation.
Q And what position, if any, did Juan Angel Napout hold when you began to pay him bribes?

A Well, when we began, he was the president of the Paraguay Soccer Association.

Q And what position did he hold on the day you learned that you had been indicted?

A He was the president of CONMEBOL.
Q And just briefly, what is CONMEBOL?
A CONMEBOL is the South American Confederation, the governing body, or the governing entity that rules soccer in South America, with exception of the three Guyanas that are part of the Northern CONMEBOL Confederation.

So it's the governing body for ten nations in South
America.
Q How far did you go in school?
A I went to university.
Q What was your first job after you finished university?
A My first job was in Citibank Argentina.
Q For how many years were you affiliated with Citibank?
A I was affiliated with Citibank, directly and indirectly, for 14 years.

Q What sort of work did you do for Citibank?
A I started in the world corporate group as a grade officer, extending credit to corporations, and very fast I moved to the venture capital and acquisitions of companies. Q And during that period of years, were you engaged at a11 as -- in the sports business as an investor?

A Yes. Yes, sir.
Q How so, just briefly if you could provide some detail on that?

A Basically, I worked for a company named CEI, Citicorp Equity Investments. This company in the prioritization process in the '90s in Argentina bought and sold companies and in the late '90s we were the largest investor in media, sports and telecommunication companies.

Q Were you successful in that work?
A Yes, very successful.
Q How did that translate for you financially?
A In the early '90s, and due to certain restrictions in the U.S., a group of managers at Citicorp, we were able to buy out part of the company. So during the '90s, me and my group of colleagues were able to make a fortune by growing the value of al1 of these assets that we were acquiring, and selling the shares that we had been able to buy at the beginning of the '90s.

By late '90s, I already had from zero that I inherited, I already had nearly $\$ 13$ milition.

Q And were you able to grow that money over time after that?

A Yes, sir.
Q Did you pay bribes in connection with your work for Citibank?

A Never.
Q Now, turning to Torneos.
When was the first time you engaged in business with
Torneos y Competencias?
A The first time I engaged in business was when $I$ was an investor in CEI, Citicorp, and we acquired a minority participation in Torneos.

Q At that time -- well, approximately when was that?
A Approximately 1998.
Q And at that time, who was running the company?
A The two founding owners, Carlos Avila and Luis Nofal.
Q Did there come a time when you became a direct
shareholder in the company?
A Yes, sir.
Q When was that?
A Approximately in the year 2005.
Q And there came a time when you took over an active role in the management of the company; is that right?

A Yes, sir.
Q When was that?
A In October 2006.
Q In total, how many years did you work in sports media marketing and production business?

A Approximately 20 years; 20 years, yes. I started before we enter into Torneos in media and then $I$ work on my way until
2015.

Q And did you travel to countries outside of Argentina in connection with that work?

A Yes, sir. Yes, sir.
Q Now, you mentioned trave1 to FIFA related events.
Were there other events that drew you or opportunities that drew you to travel outside of Argentina? A Yes, sir.

Q And in connection with what sort of activity would you travel to each country?

A Basically to attend my job description, my business obligations.

Q To what extent, if at all, did you cultivate relationships with soccer officials and sports marketing executives from other parts of the world?

A To a great extent.
Q And why?
A Because soccer, it's integral business with three legs, which is political, economical, and the sport itself, the competition. And in order to be a good businessman, you have to cultivate relationships in the three areas of the business, in the three legs of the sport.

Q And did you see information about how the sport was being developed and promoted and marketed in other parts of the wor1d?

A Yes, sir.
Q Have you ever worked in partnership with other sports media marketing companies?

A Yes, sir.
Q What are some examples of companies you worked with?
A We had many partners in different parts of the world, such as Fox Sports in the U.S.; Televisa from Mexico; Media Pro from Spain; TV G1obo from Brazil; Full Play from Buenos Aires, Argentina; Traffic, which is based in Brazil, but was with a branch in Miami.

We were partners with Grupo Clarin in Argentina. We had many partners and many different joint ventures in many parts of the world.

THE COURT: Just for the record, Clarin is spelled
-- C-L-A-R-I-N; is that correct?
THE WITNESS: That's correct.
THE COURT: Okay.
Q To your knowledge which, if any of those companies, was involved in paying bribes to secure contracts for media rights to soccer?

A To my knowledge, with exception of Clarin, all of the companies.

Q Are you familiar with an organization called the Asociación de1 Futbol Argentina?

A Yes, sir.

Q What is it?
A It's -- the Argentine Soccer Association is the governing body of soccer in Argentina.

Q What are the primary areas of responsibility for the Federation?

A Basically, they have two main responsibilities. One is organizing the tournaments, the championships at the club level; and the second one is to take care and to organize and prepare the national team events; prepare national team to participate in FIFA or CONMEBOL events.

Q Just briefly, what is a national team?
A A national team is a team formed by the best players of a country, in this case, Argentina. And no matter if the players play in Argentina or play in other countries in the world, they get them together for different competitions.

Q What sort of competitions do national teams compete in?
A They have -- there are different levels of competition.
There are FIFA competitions, competitions organized by FIFA. And then there are CONMEBOL competitions. And then there are friendly matches, which is like pre-seasonal games.

Q When you say pre-seasonal, what is a friendly match?
A A friendly match is a preparation match, usually done in order to train for a big, big competition, such as CONMEBOL competition or FIFA competition.

Q Generally, how are professional teams organized in

Argentina?
A Professional -- repeat the question, please.
Q Yes.
With respect to club teams, what is the
organizational structure for club play in Argentina?
A Basically, clubs are organized in -- within
non-profitable societies, companies, corporations, and they have -- those corporations have members. There's no owner. And they vote for and trust an executive committee and the president, and this president and its executive committee run this club for a period of time, three or four years, depending on the bylaws of each club. And they try to put together the best team possible to compete at the club level.

Q Are there leagues?
A Yes, sir.
Q And how -- just briefly, how are the leagues organized?
A The leagues are organized, the first region league with the best team; second division league; third. They are different tiers, depending on the skill and the quality and the performance of each team.

Q Did the Argentine -- did the football federation go by an acronym or a nickname?

A Yes, sir.
Q And what is that?
A AFA.



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                    Burzaco - direct - Nitze
A Yes.
Q And the secretary, the general secretary you also indicated the name.
What was the name of the general secretary of FIFA? A Jerome, V, like victory, A-L-C-K-E. I don't know exactly. Valcke.
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(Continued on following page.)

BY MR. NITZE:
Q Did you know Julio Grondona personally?
A Yes, sir.
Q During the years after you became the CEO of Torneos, how would you describe your relationship with Julio Grondona?

A It changed during a long time, but in the last years of his life very, very close.

Q Is Julio Grondona alive?
A No, sir.
Q When did he die?
A He passed away at the end of July 2014.
Q You testified just a moment ago about CONMEBOL.
A Yes, sir.
Q Mr. Burzaco, where are the CONMEBOL headquarters located?
A They are located in Paraguay in the outskirts of the capital city Asuncion in a place you named Luque, L-U-Q-U-E, very close to the international airport of Ausuncion.
Q And just as a formal matter, which entities form the membership of CONMEBOL?

A The ten soccer associations and the club members of said associations.

Q And which soccer associations are those?
A Soccer associations of the following countries: Venezuela, Colombia, Ecuador, Peru, Chile, Bolivia, Paraguay, Argentina, Uruguay, and Brazil. All of South America except
for the ends.
MR. NITZE: Your Honor, if I could publish an exhibit just to the witness. It's Exhibit 1601.

THE COURT: A11 right.
Can you see anything on your screen? Hold on.
MR. NITZE: Is there a way to make it show up on my screen as well?

THE COURT: We're working on that. One second. Help is on the way.

We just want to publish it to the witness.
Did that work?
You may have to go old school and approach him. We'11 get that fixed, but in the meantime why don't you just approach, Mr. Nitze?

THE WITNESS: Now I've got something.
THE COURT: We'11 have to get that fixed.
So, if you'11 approach the witness, we'11 handle it that way.

MR. NITZE: Thank you, Your Honor.
Q Mr. Burzaco, I'm showing you Government Exhibit 1601 for identification.

MR. NITZE: May I inquire from here for a moment?
THE COURT: Yes, go ahead.
Q Do you recognize that?
A Yes, sir.

Q And what does it show?
A It's a map of South America.
Q And does it fairly and accurately depict the continent?
A Yes, sir.
MR. NITZE: The Government offers 1601 and a
demonstrative board that includes the same map.
THE COURT: Any objection?
MR. PAPPALARDO: None, Your Honor.
MR. MITCHELL: No objection.
MR. UDOLF: None.
THE COURT: A11 right. 1601 is in evidence.
(Government Exhibit 1601 so marked.)
MR. NITZE: And if I could publish for the jury,
please.
THE COURT: Yes.
(Exhibit published to the jury.)
Q So, Mr. Burzaco, the countries listed in white, are those the ten member nations of CONMEBOL?

A Yes, sir.
Q And directing where I'm pointing my pen here, what is the city identified by that star?

A That's Paraguay capital city Asuncion and the city where CONMEBOL headquarters are located.

Q You mentioned that there was a suburb or another name for the place where the headquarters sits. What was the name of
that place?
A Luque.
Q And these three countries at the top of the map here which are not identified, are they members of CONMEBOL?

A No, sir.
Q Which confederation, if any, do those countries belong to?

A They belong to the North America, Central America, and the Caribbean to CONCACAF confederation.

MR. NITZE: Thank you. We can put the lights back on for the moment.

Q With respect to the national teams of its membership, which events does CONMEBOL -- which soccer events does CONMEBOL organize?

A Can you repeat the question, please?
Q Yes. Does CONMEBOL organize any national team events?
A Yes, sir.
Q Which ones?
A The most important national team tournament is the Copa America.

Q And just briefly, what is the Copa America?
A Copa America is a competition that takes place normally every four years among the ten national teams of the ten soccer federations that are part of or conform CONMEBOL. So, it's these ten nations presenting their best teams, and,
normally they will have two invited guests from outside the CONMEBOL confederation.

Q To your knowledge, has the United States been invited to participate in that tournament in the past?

A Yes, sir.
Q During or at time when you joined Torneos, which sports media company, if any, held the commercial rights, the media rights to Copa America?

A Traffic. Traffic from Brazil.
Q And who was the owner of traffic?
A Jose Hawilla, or Jota as we used to call him.
Q That's his nickname?
A Yes, J-0-T-A.
Q Have you ever met Jose Hawilla?
A Yes, sir, many times.
Q You indicated that the Copa America is played every four years. Was that always the case?

A No, that's not always the case.
Q What was the format before then?
A In the early 2000s, if I recall correctly, it was played every two years. And then after -- by the end of the 2000s, it was moved to a four-year bracket between each Copa America event.

Q Does the winner of the Copa America qualify to participate in another tournament?

A Yes, sir.
Q What tournament is that?
A It's a tournament organized above FIFA level named Confederation Cap.

Q What is the Confederation Cup?
A It's a tournament that takes place one year before the big FIFA World Cup. It's hosted in the same nation where FIFA World Cup will take place. And the winners of each confederation, of the six confederations that conform -- that are FIFA, the winner of each confederation has access to this tournament and play among each other to determine a winner of the Confederation Cup.

Q Does CONMEBOL organize club team tournaments?
A Yes, sir.
Q And which is the most prominent of those?
A The most well-known and recognized club tournament organized by CONMEBOL is Copa Libertadores America.

Q And what other club team events does CONMEBOL organize?
A They organize, for example, a second tournament named Copa Sudamericana.

Q And are you familiar with event called the Recopa?
A Yes. It's a two-way cup between the winner of Copa Libertadores and the winner of Copa Sudamericana.

Q If you could, briefly describe how the Copa Libertadores is organized.

A The Copa Libertadores is the longest standing international club tournament in the world. It's organized and played between the best teams of each country, and the best teams are selected according to the performance in the previous year locally. So, the champion of the local league and the teams that were in the best position of each of the ten countries that participate in CONMEBOL have access to the following year Copa Libertadores.

And they play in group stage and then in playoffs, very similar to would be like NFL or NBA here. They play around the year to determine a champion of the Copa Libertadores America, a yearly champion of the Copa Libertadores America.

Q You say "yearly." It's played every year?
A It's played every year, matches at home and away.
Q And for a club team in South America, is winning the Copa Libertadores a significant sporting achievement?

A Yes. It's the championship that all teams at one time in their life want to get. It's a biggest aspiration that the club can have.

Q Does CONCACAF, the North American and Central American confederation, have tournaments similar to the ones organized by CONMEBOL?

A Yes, sir.
Q And at the national team level which tournament is there?

A They have similar tournaments to CONMEBOL tournaments; national teams championship and club tournaments that are played yearly.

Q Now, during your years as the CEO of Torneos, did Torneos have business with CONMEBOL in connection with the Copa Libertadores?

A Yes.
Q What business was that?
A Basically, two business: Acquiring TV rights for the tournament and producing, making, the TV production for those tournaments to be broadcast worldwide.

Q Did Torneos have partners in that venture?
A Yes. Starting in year 2000, yes.
Q And was there a name for that partnership?
A The partnership started in a joint venture named T\&T.
Q And what did the T\&T stand for in that name?
A The "T" stands for Traffic and the other T stands for Torneos; Traffic \& Torneos, T\&T.

Q How is it that the T\&T would acquire this -- develop that business with respect to the Libertadores?

A Previous to year 1999, year of 2000, the rights were sold individually by each club. In year 2000, CONMEBOL consolidated the commercialization, the marketing, of the TV rights and sponsorships and made a direct contract, long-term contract, between T\&T and CONMEBOL for the exclusive rights
worldwide, TV rights worldwide, of the Copa Libertadores America.

Q For what period of years did Torneos and its partners hold those rights?

A By May 27, 2015, until the year 2022. It was always long-term contracts. Then when they were seven, eight years to mature, they were already extended three, four more years. Q Now, you mentioned that T\&T was Torneos and Traffic?

A Traffic and Torneos.
Q Who were the people who formed that partnership?
A The partnership was formed by Jota Hawilla from Traffic and Carlos Avila and Luis Nofal from Torneos.

Q And over time, did the ownership structure of that entity change?

A Yes, sir.
Q Just briefly, how so?
A In beginning of year 2002, Traffic sold its interests in T\&T to a company named Fox Pan American Sports. So, the venture changed although kept the name T\&T, changed to Fox Pan American Sports-Torneos venture.

Later, in year 2005, Fox Pan American Sports lose equity interest from 50 to 75 percent and it remain in that per rata basis until May -- as far as I know, until May 27, 2015.

Q So, what was the business opportunity for Torneos in
acquiring media rights to the Copa Libertadores?
A The main business opportunity for Torneos as contracts were set among the partners and with CONMEBOL was producing, making the production of all the live events.

Q When you say "production of live events," briefly, what do you mean by that?

A I mean sending camera crews, production trucks, filming the event, selecting the best images, wire them so that they can be viewed worldwide. Also, put the journalists, the commentators, people on the field making interviews. Everything that you see on TV.

Q And what was your understanding of Fox's interests in the purchase of those rights?

A Fox was a partner in T\&T, but the main interest of Fox was holding the TV rights by purchasing them from T\&T and using those TV rights to expand its Fox Sports signal in all of the Americas, from Argentina to the USA.

Q Did Torneos have other business with CONMEBOL outside of the context of the Copa Libertadores?

A Yes, sir.
Q What other business was there?
A Copa Libertadores and the second club tournament mentioned, Copa Sudamericana. But the most important one that Torneos enter was of the acquisition of rights for Copa America.

Q At what point did that process begin? We'11 talk further about it later, but just at what stage?

A The process began late 2011 and was a concrete fact executed in the first half of 2013.

Q Did you travel to CONMEBOL's headquarters in Asuncion in connection with your work with Torneos?

A Yes, sir.
Q How often?
A Many times; like, approximately five times per year.
Q Why?
A I would attend most official events CONMEBOL organizes, such as draws, parties, sometimes conventions. And I will also when I go into a more closer relationship with Grondona go with him every time there was a CONMEBOL Congress and every time he would attend to a CONMEBOL executive committee meeting.

Q And who, if anyone, would you travel with to Asuncion, generally?

A I would travel nearly always with Julio Grondona.
Q You mentioned a draw, that that was an event that might take you to Asuncion. What is a "draw"?

A A draw is an event that takes place before the tournament kicks off and organizes, for example, in the case of Copa Libertadores, all the qualified teams into different groups. And they organize that by random picking up the names out of
different boxes and they select which team is going to play which team in the group stage. And calendars and schedules are set and then the playoff is based on performance. It's two teams per group qualify, and then they enter into round of sixteen, quarter-finals, semifinals, finals, and tournament.

Q Is a draw an event that's televised?
A Yes.
Q Is that a popular event?
A Yes, it is. It's a very interesting event.
Q During your trips to Asuncion, to what extent, if at all, were you able to observe the political dynamics among the soccer officials who ran the organizations?

A To a great extent.
MR. PAPPALARDO: Your Honor, clarification. At what point in time?

THE COURT: Give it a time frame.
Q During the years following your taking over as the CEO of Torneos, to what extent, if at all, were you able to observe the political dynamics among soccer officials who ran CONMEBOL?

A From 2006-2015 with a growing trend; each time more. I've been able to participate and understand. And I like to analyze and ask me questions, and each time more and more I started to understand the dynamics and the political implications of all decisions or most decisions.


A Formally, there was a president, then a first vice-president, a secretary general, a treasurer, and then an executive committee; like a board of directors, executive committee.

Q And who -- which types of individuals served on that executive committee?

A Executive committee was formed by representatives of the ten soccer federations. In general, they were the presidents of the ten soccer federations.

Q Was there a CONMEBOL Congress?
A Yes, sir.
Q And what is the CONMEBOL Congress?
A CONMEBOL Congress is a gathering -- mostly they meet annually or sometimes more than once a year -- where club members representing each soccer federation would attend and discuss subjects that were a matter at Congress level. There were subjects discussed at executive committee and subjects regarding bylaws or decisions that CONMEBOL members would take at FIFA as a single matter of each federation. They would discuss in CONMEBOL Congresses before attending FIFA Congresses.

Q Did you attend CONMEBOL Congresses?
A Yes, sir.
Q During that period of years after 2006, did you always attend them?

A Nearly always.
MR. NITZE: Your Honor, I have a series of -- a set of photographs. And if the Elmo -- maybe I should approach the witness and work through them from there.

THE COURT: That makes sense. Why don't we just take a slightly early break and you can set that up?

So, folks, if you'11 be ready to go again at 11, we'11 go from there. We'11 resume at 11.

THE COURTROOM DEPUTY: All rise.
(Jury exits.)
THE COURT: You can step down, sir.
I'm going to see if maybe the tech folks can fix this.

It's working. You'11 be able to use this.
(Recess taken.)
(Continued on next page.)

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(Continuing.)
(Jury enters.)
THE COURT: Folks, sidebar for a second.
Please be seated, everyone. We are going to have a quick sidebar.
(Sidebar held outside of the hearing of the jury.)
(Continued on next page.)


THE COURT: Mr. Nitze, you can continue your cross-examination. We think the machine is fixed, or at least the machine has fixed itself, but so try it from there using the projector.

MR. NITZE: Thank you, Your Honor.
I have a series of photographic exhibits that I would like to show just to the witness, so for these purposes if I can have them on my screen and the witness' screen.

THE COURT: Go ahead. Do you see it there on your screen?

MR. NITZE: I do not.
THE COURT: The witness does. Did you try touching your screen to see if it's on?

MR. NITZE: Yes, there it is.
THE COURT: Good.
BY MR. NITZE:
Q Mr. Burzaco, I'm showing you what's been marked as Government Exhibit 2 for identification. Do you recognize this photograph?

A Yes, sir.
Q And who does it depict?
A It's Nasser.
Q Who do you know Nasser to be?
A The head of --
THE COURT: We have to have you keep your voice up
until we fix the microphone, so if you can project as if you are talking to the people back there, that would be great.

A Can you repeat the question, please?
THE COURT: Perfect.
Q Yes. Who do you know Nasser to be?
A I know Nasser to be the head of beIN Sports. President of PSG, Paris Saint-Germain, a French important soccer team, and a member of the organizing committee or beIN committee for Qatar 2022 World Cup.

Q I'm showing you Government Exhibit 4 for identification. Do you recognize that?

A It's not working.
THE COURT: It's not working.
A It is working.
THE COURT: Okay, go ahead. It's working now.
Q Do you recognize this photograph?
A Yes, sir.
Q Who is it?
A This is Carlos Avila, former president, founder and owner of Torneos y Competencias.

Q Government Exhibit 5 for identification, do you recognize this photograph?

A Yes, sir.
Q Who does it depict?
A Sebastian Bauza.

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Government Exhibit 10 for identification, do you recognize this photograph?
A Yes, sir.
Q Who is it?
A Manuel Burga.
Q And is that the defendant Burga?
A Yes, sir.
Q Government Exhibit 11 for identification, do you recognize this photograph?
A Yes, sir.
Q Who is it?
A Luis Segura.
Q Who is Luis Segura?
A He was president of the Argentine Football Association,
AFA, and he was a member of the CONMEBOL executive committee.
Q Government Exhibit 12 for identification, do you
recognize that photograph?
A Yes, sir.
Q Who is it?
A Alejandro Burzaco.
Q That's you?
A Yes.
Q Government Exhibit 16 for identification, do you recognize that photograph?
A Yes, sir.

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Q Who is it?
A Horacio Cartes.
Q Who is Horacio Cartes?
A He is the current president of Paraguay, the country
Paraguay.
Q Government Exhibit 17 for identification, do you
recognize this photograph?
A Yes, sir.
Q Who is it?
A Francisco Paco Casal.
Q And what name did he go by?
A Paco.
Q And who is Paco Casal?
A He's an entrepreneur from Uraguay that participated in the representation, purchase and sale of players and owns the TV rights, all TV rights of the national team and club level in the Republic of Uruguay on a long-term basis.

Q Government Exhibit 8 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Carlos Chavez.
Q Who is Carlos Chavez?
A He was the president of the Bolivian Soccer Federation, and he was the treasurer of CONMEBOL.

Q Government Exhibit 20 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Luis Chiriboga.
Q And who is Luis Chiriboga?
A He was the president of the Ecuador Soccer Federation and a member of the CONMEBOL executive committee.

Q Government Exhibit 24, do you recognize that photograph?
A Yes, sir.
Q Who is it?
A Alexandre.
Q Do you know his last name?
A I don't remember.
Q And who is Alexandre?
A He was a personal secretary, like an attache, of Riccardo
Teixiera and later of José Maria Marin and Marco Polo Del Nero.

Q Government Exhibit 25, do you recognize that photograph?
A Yes, sir.
Q Who is it?
A Zorana Danis.
Q Who is Zorana Danis?
A It was a lady that was running the sponsorship and billboard program for CONMEBOL for the case of the Copa

Libratadores, the American tournament.
Q Government Exhibit 26, do you recognize that photograph?
A Yes, sir.
Q Who is it?
A Aaron Davidson.
Q Who is Aaron Davidson?
A He was an executive in Traffic USA. Traffic.
Q And what is Traffic USA?
A A subsidiary of Traffic Brazil, Torneo's partner in Copa America business.

Q Government Exhibit 27, do you recognize that photograph?
A Yes, sir.
Q Who is it?
A Marco Polo De1 Nero.
Q Who is Marco Polo Del Nero?
A He is from Brazil. He was -- he is Brazil's
representative at FIFA. He's a member -- he was a member of the FIFA executive committee and he was running Brazil's interest in CONMEBOL together with José Maria Marin.

Q Government Exhibit 28 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A This is Eduardo DeLuca.
Q Who is Eduardo DeLuca?

A He is an Argentine and he was CONMEBOL secretary general.
Q Government Exhibit 30, do you recognize this photograph?
A Yes, sir.
Q Who does it depict?
A This is Rafael Esquive1.
Q Who is Rafael Esquivel?
A Rafael Esquivel was the president of the Venezuelan Soccer Federation and CONMEBOL executive committee.

Q Government Exhibit 33, do you recognize that photograph?
A Yes, sir.
Q Who is it?
A Eugenio Figueredo.
Q Who is Eugenio Figueredo?
A He was -- he is from Uruguay. He was the CONMEBOL first vice president, and later he was the president of CONMEBOL for a short period of time and he was also representing CONMEBOL at FIFA executive committee.

Q Government Exhibit 37, do you recognize that photograph? A Yes, sir.

Q Who is it?
A Julio Humberto Grondona.
Q And, again, who was Julio Grondona?
A He was Argentine. He was the president of the Argentine Soccer Federation. He was a member of the CONMEBOL executive committee. He was a member of the FIFA executive committee.

He was the president of the FIFA finance committee and he was FIFA's first vice president until he passed away.

Q Government Exhibit 38 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Sunil Gulati.
Q Who is Sunil Gulati?
A He is president of U.S. Soccer.
Q Government Exhibit 40 for identification, do you
recognize that photograph?
A Yes, sir.
Q Who is it?
A Joao Havelange.
Q Who is Joao Havelange?
A He is from Brazil. He was president of FIFA.
Q When was he president of FIFA, do you know?
A He was president of FIFA until the year -- until before World Cup 1998. He started in the early '70s and he finishes a long time, Monday, before the World Cup 1998.

Q Government Exhibit 41 for identification, do you recognize this photograph?

A Yes, sir.
Q Who is it?
A José Hawilla.

Q And, again, who is José Hawilla?
A José Hawilla was president and owner or is president and owner of Traffic Brazil and its subsidiary in the U.S.

Q Government Exhibit 46 for identification, do you recognize that photograph.

A Yes.
Q Who is it?
A Sergio Jadue.
Q Who is Sergio Jadue?
A From Chile, president -- he was president of the Chilean Soccer Association.

Q Government Exhibit 47 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Hugo Jinkis.
Q Who is Hugo Jinkis?
A He is the owner of a company called Full Play and the maximum authority at said company. Full Play was partner of Torneo's in the -- for example, in the Copa America business. Q And where is Full Play based?

A Full Play is based in Buenos Aires, Argentina.
Q Government Exhibit 48 for identification, do you recognize that photograph?

A Yes, sir.

Q Who is it?
A It's Mariano Maro Jinkis.
Q Is Maro a nickname?
A Yes, sir.
Q Who is Mariano Jinkis?
A Mariano Jinkis is Hugo Jinkis' son, executive and owner of Full Play Group in Buenos Aires, Argentina.

Q Government Exhibit 49 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A K1eber Leite.
Q Who is Kleber Leite?
A Kleber Leite is a Brazilian media entrepreneur. He was also in Flamengos executive committee. He worked for Traffic Brazil for many years.

Q And when you say Flamengos executive committee, what are you referring to?

A To the Brazilian Soccer Club Flamengo from Rio de Janeiro.

Q Is Mr. Leite associated with a company?
A Yes, sir.
Q Which company is that?
A Klefer.
Q What's his relationship to that company?

A He is the owner of such company.
Q Based in which country?
A In Brazil.
Q Government Exhibit 50 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Nicolas Leoz.
Q Who is Nicolas Leoz?
A Former president of CONMEBOL, member of the FIFA executive committee.

Q Government Exhibit 53 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Alberto Tico Lozada.
Q And who is Tico Lozada?
A He's a representative of Bolivian soccer that was all the time beside -- not all the time, most of the time beside Carlos Chavez.

Q Government Exhibit 54 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A José -- José Margulies.

Q Did José Margulies go by a nickname?
A Lazaro.
Q And who is José Margulies?
A He is Argentine born based in Brazil, a resident of Brazil for many years. A Brazilian entrepreneur linked to entertainment and sports and production.

Q Government Exhibit 55 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A José Maria Marin.
Q Government Exhibit 56 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Harold Mayne-Nicholls.
Q Who is Harold Mayne-Nicholls?
A He was the president of the Chilean Soccer Association, member of CONMEBOL executive committee.

Q Government Exhibit 57 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A José Luis Meiszner.
Q Who is José Luis Meiszner?

A He was CONMEBOL's -- he's from Argentina. He was CONMEBOL's secretary general.

Q At what point?
A From the year 2012 until the end -- I understand the end of 2015.

Q Government Exhibit 59 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Juan Ánge1 Napout.
Q Who is Juan Ánge1 Napout?
A He was the president of the Paraguay Soccer Federation, and 1 ater president of CONMEBOL.

Q Government Exhibit 60 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Luis Nofal.
Q Who is Luis Nofal?
A Luis Nofal was from Argentina, a friend and partner of me.

Q And partner in what respect?
A A partner, a common shareholder of Torneos y
Compentencias.
Q Government Exhibit 61 for identification, do you
recognize that photograph?
A Yes, sir.
Q Who is it?

A Romer Osuna.
Q Who is Romer Osuna?
A He was from Bolivia and he was treasurer of CONMEBOL for a period of time.

Q Government Exhibit 63 for identification, do you recognize photograph?

A Yes, sir.
Q Who is it?
A Daniel Pellegrino.
Q Who is Daniel Pellegrino?
A He was Julio Grondona's private secretary. He was his attache for a long period of time.

Q Government Exhibit 64 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Santiago Peña.
Q Who is Santiago Peña?
A He was one of Full Play's top executives. It means between CFO and CEO of Ful1 Play Group.

Q Where was he based, if you know?
A He was based in Buenos Aires, Argentina.


A Yes, sir.
Q Government Exhibit 73 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Enrique Sanz.
Q Who is Enrique Sanz?
A He was a Traffic employee, and then he was CONCACAF secretary general.

Q Government Exhibit 76 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Costas Takkas.
Q Who is Costas Takkas?
A He's a person I've seen in a number of opportunities attached to Jeffrey Webb.

Q And who is Jeffrey Webb?
A He was the president of CONCACAF.
Q Government Exhibit 77 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Riccardo Teixiera.
Q Who is Riccardo Teixiera?

A He's from Brazil. He was the president of the Brazil Soccer Federation until March/Apri1 2012. He was a member of the CONMEBOL executive committee. He was a member of the FIFA executive committee. He was the president for a time of the FIFA referees' committee. He was Joao Havelange's, the former president of FIFA's, son-in-1aw.

Q Government Exhibit 81 for identification, do you recognize that photograph?

A Yes, sir.
Q Who is it?
A Wilmar Valdez.
Q Who is Wilmar Valdez?
A He's from Uruguay. He was or he is the president of the Uruguayan Soccer Association, a member of CONMEBOL executive committee.

Q Government Exhibit 84, do you recognize that photograph?
A Yes, sir.
Q Who is it?
A Gorka Villar.
Q Who is Gorka Villar?
A He is the son of Angel Villar, the long time president of the Spanish Soccer Federation, a member of FIFA executive committee. Gorka Villar is a lawyer who represented or gave services to many soccer associations in the CONMEBOL region, and at some point became general manager.

Burzaco - direct - Nitze

Q Government Exhibit 85 for identification, do you recognize this picture?

A Yes, sir.
Q Who is it?
A He was the president of the -- of CONCACAF for many years.

Q What's his name?
A Warner. I don't remember his name at this time. Jack Warner.

Q Jack Warner?
A Jack Warner, yes.
Q Government Exhibit 86 for identification, do you recognize that photograph?

A Yes, sir.
Q Who does it depict?
A Jeffrey Webb.
Q And who, again, is Jeffrey Webb?
A He's the successor of Jack Warner, the president of CONCACAF .

Q Mr. Burzaco, are the Government's exhibits that we just went through fair and accurate depictions of the people that you identified?

A Yes, sir.
MR. NITZE: Your Honor, the Government offers the exhibits just shown, and \(I\) can read the list of numbers.

THE COURT: Okay, go ahead.
MR. NITZE: 2, 4, 5, 6, 8, 9, 10, 11, 12, 16, 17, \(18,20,24,25,26,27,28,30,33,37,38,40,41,46,47\), \(48,49,50,52--53\), excuse me.

THE COURT: Not 52, but 53.
MR. NITZE: Not 52, but 53. Thank you. 54, 55, 56, 57, 59, 60, 61, 63, 64, 67, 69, 72, 73, 76, 77, 81, 84, 85 and 86 into evidence, along with there are some foam boards that contain the exact same photographs with the statement exhibit numbers.

THE COURT: Any objection?
MR. PAPPALARDO: No objection, Your Honor.
MR. MITCHELL: No objection.
MR. UDOLF: No objection.
THE COURT: Okay. All of those exhibits are admitted.
(Government's Exhibits 2, 4, 5, 6, 8, 9, 10, 11, 12, \(16,17,18,20,24,25,26,27,28,30,33,37,38,40,41\), \(46,47,48,49,50,53,54,55,56,57,59,60,61,63,64\), \(67,69,72,73,76,77,81,84,85\) and 86 , were received in evidence.)

THE COURT: And you can publish them if you want.
MR. NITZE: Thank you. I will publish them, some of them periodically as I work through the exam.

BY MR. NITZE:

Q Mr. Burzaco, before we just worked through that stack of photographs, you had testified about the formal political structure at CONMEBOL during the years starting in 2006 just after you became the CEO of Torneos.

Do you remember that testimony?
A Yes, sir.
Q I'm going to go over that again.
MR. NITZE: And here I am going to publish, if I could, Your Honor, to the jury as well, some of the exhibits just admitted into evidence starting with Government Exhibit 50.

THE COURT: A11 right.
(Exhibit published.)
THE COURT: Do you want the lights dimmed or is it fine?

MR. NITZE: I think it's fine like that.
THE COURT: Okay.
Q Mr. Burzaco, who is depicted, again, in Government
Exhibit 50?
A Nicolas Leoz.
Q Who is Nicolas Leoz?
A He is from Paraguay. He was the president of CONMEBOL.
Q And during the period right after you became CEO, so let's focus on 2006, say, did he hold that position then? A Yes, sir.

MR. NITZE: I'm going paste these on this board and publish them here, Your Honor, if I may.

THE COURT: Yes.
(Exhibit pub1ished.)
Q And Government Exhibit 33 in evidence, who is this again?
A This is Eugenio Figueredo from Uruguay, CONMEBOL's first vice president.

Q And did he hold that title during the years after 2006 ?
A He hold that title until the year 2013 when he became president.

Q All right. Government Exhibit 28 in evidence. Who is depicted there?

A This is Eduardo Deluca in 2006 and until the end of 2011, CONMEBOL's secretary general.

Q Government Exhibit 61 in evidence, who is depicted there?
A This is Romer Osuna from Bolivia, treasurer of CONMEBOL until mid-2013.

Q And he held that post in 2006 as well; is that right? A Yes, sir.

THE COURT: Hang on one second. I think we're having an issue with the translation.

A11 right, Mr. Fink, try again. Okay, you can resume.

MS. PINERA-VAZQUEZ: Your Honor, may I move over there?

THE COURT: Yes, go right ahead.
MS. PINERA-VAZQUEZ: Thank you.
BY MR. NITZE:
Q Now, you've testified that these four held the positions at the top of the formal political structure of CONMEBOL in 2006; is that right?

A Yes. Yes, sir.
Q Now, based on your observations and experience working at CONMEBOL, in your business with CONMEBOL, who held the actual political power at the organization?

A The political power was held by three people: Nicolas Leoz, the president; and the representatives of Brazil, Riccardo Teixiera; and of Argentina, Julio Humberto Grondona. Q So Government Exhibit 77, who is depicted in Government Exhibit 77 in evidence?

A That's Riccardo Teixiera.
Q And Government Exhibit 37 in evidence, who is that?
A Julio Humberto Grondona.
THE COURT: The witness is doing a good job of keeping his voice up while the microphone isn't working. Q So if we could take those three one at a time starting with Nicolas Leoz, the president, and focusing again on the period of 2006 and the years immediately following, what were the sources of his political power?

A His political power derived from being the president of

CONMEBOL, for having strong links with the Paraguayan government, obtaining among other things diplomatic immunity for CONMEBOL headquarters in Paraguay.

He was a member nominated by CONMEBOL of FIFA executive committee and he was functional to Julio Humberto Grondona and Riccardo Teixiera's strategic decisions within CONMEBOL .

Q And Riccardo Teixiera, what were the sources of his political power?

A He was president of the most important soccer federation in South America in terms of economic power and sports background or sports performance, Brazil. He was a member of the FIFA executive committee. He was son-in-law of Joao Havelange, and he was until a period of time president of FIFA referee committee. He was also involved in the organization of World Cup 2014 in Brazil.
(Continued on the following page.)
(Continuing)
Q And to what extent, if at all, was the scale of the Brazilian economy relevant to his influence?

A It was huge. Brazil is like a continent within the continent of South America. Probably Brazil's economy, and its influence, such economy in soccer is equal or bigger than the sum up of the other nine nations or nine countries all together.

Q And Julio Grondona, what were the sources of his political power at CONMEBOL?

A He was member of FIFA executive committee. He was the president of finance committee. He was FIFA's first vice president and, as president of Argentine Soccer Association, he was kind of a legend, in the sense that he was there since 1979. Many different governments from military governments to rightist, leftist, tried to throw him out of his position and he always survived.

Argentina obtained biggest sports awards during his mandate as Argentine soccer boss.

Q Did Argentina win the World Cup during his tenure?
A Well, he was president. He won the -- Argentina won the World Cup 1986 in Mexico and won many other awards, such as under 20 World Cups and two gold medals in two Olympic games for soccer.

Q Now, with respect to the FIFA executive committee, how
many members from CONMEBOL were placed on that executive committee?

A As of that moment in time, there were three representatives of CONMEBOL within the 24 members of the FIFA executive committee, and those three members were Nicolás Leoz, Julio Humberto Grondona and Riccardo Teixeira.

Q So the three at the top of the board here?
A Yes, sir.
Q And based on your observations, what value, if any, did CONMEBOL officials place on those positions, the FIFA executive committee positions?

A It was the highest price getting to those positions at FIFA executive committee. It was the most sought-after position for any CONMEBOL soccer executive. There were many advantages, many perks and sources of power.

Q What sort of perks?
A They have like presidential or diplomatic or royal treatment. They have chauffeurs in every country they would travel. They would have -- they would be pick up from the air fields, from the plane directly without many times doing Immigration or Customs, directly to their hotels. They would receive free VIP tickets for all of FIFA World Cup matches. They would have tours organized for their wives while traveling around the world, cruise on the Danube in Hungary, like, all sorts of entertainment for their wives and sometimes
children or grandchildren.
They had also, in some cases, big allowances and even bonus as part of their formal positions.

Q What, if anything, did you observe about how Julio Grondona was treated by CONMEBOL when he would arrive in Asuncion from Argentina?

A He was -- he received like special treatment.
Q How so?
A He would land, or we would land when I traveled with him, on a private jet. We would land in Asuncion International Airport, beside the international carriers. When we were landing, there were already three or four Mercedes by the runway, and Nicolás Leoz, I remember in particular, then Eugenio Figueredo, would be there waiting with a committee of some other CONMEBOL members, or CONMEBOL staff, waiting for him.

They would take him or take us to the CONMEBOL building, which is five minutes away, or to the CONMEBOL hotel, which is beside CONMEBOL building, and when we would arrive, I remember in particular in case of Nicolás Leoz, he would put like, 40 or 50 Argentina flags around the building and like, if it would be like a special dignitary, a dignitary and will praise and show gratitude to him.

And the same is the case of Riccardo Teixeira. Then they would pull down the Argentina flags, pull up the

Brazilian flags. I don't know how they knew, but when the plane arrived, or landed, they were three or four Mercedes there, beside the international carriers, not much security.

They would pick -- pick you up there, no Customs, no Immigration, someone would take care of that, and they would take Teixeira to CONMEBOL building, the Brazilian flags would be there standing, and he would also receive dignitary or presidential treatment.

Q What about the presidents of the other federations?
A I haven't seen this distinction or privilege given to lower ranking or soccer associations.

Q During the years after you became the CEO of Torneos, did you pay bribes to Julio Grondona?

A Yes, sir.
Q Was that an existing practice or one that you began?
A It was an existing practice.
Q During what period of years did you participate in the payment of bribes to Julio Grondona?

A I participated since I became a Torneos shareholder, direct shareholder in 2005, all the way until he passed away in July 2014.

Q And at first, for what purpose did you pay bribes to Julio Grondona?

A At first, it was the continuations -- continuation of the bribes put in place linked to the Copa Libertadores and Copa

America club tournaments. The CONMEBOL Copa Libertadores and Copa America club tournaments.

Q And so were those bribes paid in exchange for something? A Yes, sir.

Q What?
A In exchange for his support; in exchange for a continuous extension of such contracts; in support for, in some cases, keeping away certain competitors.

Q And did there come a time when you participated in the payment of bribes to Julio Grondona for other contracts? A Yes, sir.

Q And what are some examples of contracts or events for which Julio Grondona would receive bribe payments?

A Argentina friendly matches; World Cup; FIFA World Cup; TV rights for World Cup 2018, 2022, 2026 and 2030; for maintaining contracts alive when Torneos was in trouble.

But also, as from 2013, for the Copa America contract that Datisa signed with CONMEBOL -- Datisa is the joint venture between Full Play, Traffic from Brazil, and Torneos; Datisa -- as from 2010, but for the 2013 contract, we paid bribes to Julio Grondona in relation to Copa America contract, to Copa America 2015, to Copa America Centenario 2016, and to, eventually, we committed for 2019 Copa America and for 2023 Copa America; all of the ones that were included within the Datisa contract.

coordinating those payments?
A As far as Torneos, Julio Grondona would have the last word in the sense of authorizing, giving a green light, to each single payment within of bribes. We would run subjects through him, and he would authorize, consider their relative amount of the bribe to one against the other, or sometimes he would keep part of the bribe of someone if he thought he was receiving too much.

Q Did you have discussions with him about the payment of bribes?

A Yes, sir.
Q Did you have discussions with the other bribery recipients about the bribe payments they were receiving? A Yes, sir.
Q And generally, what was the purpose of those discussions?
A The purpose was, as the case may be, fixing the bribe; discussing the mechanisms under which the bribe was going to be paid; confirming, in other cases, that the bribe was effectively received; requesting their actions or their influence, even that the bribe was paid for certain contracts; signing; extension; protecting; not breaking, as in each case and each moment of my lifetime in that business. I think that's a good summary.

Q So staying with this period of years we've been talking about, 2006 to 2015.

Based on those discussions, what understanding, if any, did you have about whether the recipients of bribes were communicating with one another?

A They were communicating among one -- among them, but in clusters. Some would communicate within soccer presidents associations, and they would be like syndicate of presidents.

Then Grondona would communicate with Leoz, with Eugenio Figueredo or with Riccardo Teixeira. Sometimes Julio Grondona would speak with Eduardo Deluca; Eduardo Deluca with Julio Grondona. Those three gentlemen, Rómer Osuna, Eugenio Figueredo and Eduardo Deluca would be a group by itself, with each internal arrangements and banking instructions and fake contracts. Each cluster or each group had its own characteristics.

Julio Grondona knew everything. Then people that took his role in knowing everything, knew everything, and there was a big flow of information among them. Q Who were some of the other people who had the global view of all these payments?

MR. MITCHELL: Objection, Your Honor.
THE COURT: Overruled.
You know what? Why don't you rephrase that to make sure it is something he actually got directly. Q Who, if anyone, other than Julio Grondona, had a comprehensive view of the payments, a global view of who was
receiving payments?
THE COURT: Sustained as to form again.
In other words, it could be admissible under 801(d), but I think the way you are framing it makes it sound like it could be hearsay. That is the concern.

BY MR. NITZE:
Q Were there any other people, besides Julio Grondona, who understood the -- had the full picture of the bribe payments? A Yes, sir.

Q And based on your observations and discussions who, other than Julio Grondona, had that perspective?

A After Julio Grondona passed away, Marco Polo del Nero and Juan Ange1 Napout received and learned the overall picture of al1 the CONMEBOL bribes.

Q You testified earlier --
MR. STILLMAN: Your Honor --
THE COURT: Hold on one second.
(Pause in the proceedings.)
THE COURT: Is everyone all right if we do not break until the lunch break? Raise your hand if someone needs a five-minute break, for example. We are going to go until 1:00.

Ready with the devices?
MR. MITCHELL: Yes, Your Honor.
THE SPANISH INTERPRETER: Your Honor, I had to move
forward because without the microphones.
THE COURT: That is fine.
THE SPANISH INTERPRETER: Thank you.
THE COURT: Go ahead, Mr. Nitze.
BY MR. NITZE:
Q During your attendance at CONMEBOL congresses, did you ever hear a disclosure to the gathered representatives that CONMEBOL officials were receiving bribes?

A Never.
Q Are you aware of any disclosure having been made to an executive committee meeting of CONMEBOL?

A Not that I am aware of.
Q So focusing now on 2006 again, the period after you became the CEO of Torneos.

Who at CONMEBOL, besides Julio Grondona, was receiving bribes from Torneos and its partners in connection with the Copa Libertadores?

A As of 2006, the president, Nicolás Leoz; Riccardo Teixeira, president of the Brazilian Soccer Federation, a member of FIFA; Rómer Osuna, from Bolivia, treasurer; Eduardo Deluca, the secretary general from Argentina; and Eugenio Figueredo, CONMEBOL first vice president from Uruguay. Q And those are the six people on this -- depicted on this board; is that right?

A That's right.

Q So if we go one at a time, in 2006, in connection with the Copa Libertadores, how much money was Nicolás Leoz receiving in bribe payment?

A He was receiving \$600,000 per edition, per year, \$600,000 per year.

Q Did that amount change over time?
A Yes, sir.
Q How so?
A He went up to \(\$ 1\) million by the end of the 2000 s.
Q And how did you pay Nicolás Leoz?
A He would give T\&T banking instructions in -- normally in Swiss banks, and there would be fake, bogus contracts required by the bank and proposed by the bank in order for that payment to have some type of service agreement, or reason behind him collecting said amounts.

Q And Eduardo Deluca, in 2006, how much was he receiving?
A He was receiving \(\$ 600,000\) per year for the
Copa Libertadores and Copa America.
Q And did that amount change over time?
A He collected that amount until he left the position in December 2011.

Q Who took his place in December of 2011?
A The secretary general of CONMEBOL, as of the end of 2011, became José Luís Meiszner from Argentina.

MR. NITZE: I am going to publish Government's

Exhibit 57 in evidence, previously identified as José Luís Meiszner.

THE COURT: A11 right.
Q And after José Luís Meiszner replaced Eduardo Deluca, I wil1 move him over -- as the secretary general, did he receive bribe payments?

A Yes. Starting in 2012, and always speaking about Copa Libertadores, he started collecting \(\$ 300,000\) out of the 600 that Deluca used to receive, and the remaining 300,000, 100,000 were used by Grondona for some Argentine Soccer Association expenses, such as legal counseling, or other needs, and \$200,000 was kept for himself, for Grondona. Q In 2006, Eugenio Figueredo, remind us, what position did he hold at that time?

A Eugenio Figueredo was CONMEBOL's first vice president at that time.

Q And how much money were you paying him in bribes at that time?

A We were paying him out of T\&T \(\$ 600,000\) per year.
Q And how did you pay him?
A We pay Eugenio Figueredo the same as I mentioned before, Eduardo Deluca, through wire transfers to Swiss banks. Also with coverage provided by banks of fake service agreements, or service contracts, to disguise those payments.

Q Did the amounts paid to Eugenio Figueredo in connection
with the Copa Libertadores change over time?
A Yes, sir.
Q How did they change?
A When he became president of CONMEBOL in 2013, he bumped up to the presidential treatment. In other words, he started collecting what Leoz was collecting until 2012. He started collecting in 2013, \(\$ 1\) million per year.

Q You just used the phrase the presidential treatment.
Whose phrase is that?
A This was a phrase that I've heard more than once in discussions with Grondona and with Nicolás Leoz, and later, with Juan Angel Napout and Marco Polo de1 Nero.

Q Rómer Osuna, in 2006, what position did he hold?
A He was CONMEBOL's treasurer.
Q And how much money in bribe payments was he receiving in 2006, in connection with Copa Libertadores?

A He was receiving a total bribe of \(\$ 600,000\) per year for Copa Libertadores.

Q Did there come a time when you stopped paying Rómer Osuna?

A Yes, sir.
Q When was that?
A By the end of year 2013.
Q Why did you stop?
A He finished his role as treasurer and was replaced, so he
didn't receive a bribe any longer. There were other people running his position of influence.

Q Riccardo Teixeira?
A Yes, sir.
Q How much were you paying Riccardo Teixeira in bribes in 2006 in connection with the Copa Libertadores?

A Riccardo Teixeira was paid \(\$ 600,000\) per year.
Q And in the case of Riccardo Teixeira, how did you get the money to him?

A Riccardo Teixeira had very unusual and weird banking, or financial houses instructions.

Q When you say weird or unusual, what do you mean by that?
A Weird that I've never seen and other people in Torneos were not aware; like destinations in Middle East, in far Asia, in Andorra, in Europe, and always with beneficial owners that were very common names in Chinese or in each region, which was impossible to know who it was. We bump and had many problems with the banks that didn't want to send money from time to time to these exotics destinations.

Q Who would give you the wire instructions for Riccardo Teixeira?

A For the case of Riccardo Teixeira, we would receive the wire instructions from different sources.

Q For example?
A By Riccardo Teixeira himself; by his long-time private
secretary and attaché, Alexandré. We also received instructions from family of him, Marco Antonio Teixeira; that was at the mid-2000s.

Q What relation did Marco Antonio Teixeira have to Riccardo?

A I think -- I think Marco Antonio was the uncle of Riccardo; but at some times I don't know if he was the uncle or Riccardo was the uncle, or Antonio, but they were family. Marco Antonio Teixeira, I understand, was Riccardo Teixeira's uncle.

Q And with respect to Julio Grondona, again focusing on --
A I didn't finish, because there was also another exotics way of receiving instructions was a person named Charlie that worked in a financial house in Brazil and would call us and give us, through fax, instructions that would be valid for the next 48 hours. So that was another mechanism.

Q So turning to Julio Grondona.
A Yes, sir.
Q Again, staying with Copa Libertadores.
In 2006, how much were you paying him? How much
were you paying him in bribes?
A We were paying to Julio Grondona in 2006, \$600,000 per year.

Q And did that amount change over time?
A Yes, sir.

Q How so?
A It went up the same time it went up to Nicolás Leoz. It went up to \(\$ 1\) million per year and from 2012 onwards, it went up to \(\$ 1.2\) milition per year until he passed away.

Q And how did you get that money to him?
A We would pay him that money, most of the time in cash, and other times, taking the cash or making a transfer to a financial house in Buenos Aires, Argentina.

Q So could you explain specifically how you would generate cash to give to Julio Grondona?

A We will transfer cash to a financial house in Argentina. The cash I'm talking is U.S. dollars. And we either take the U.S. dollars in a -- in a bag or an envelope to his house, or we would give it to his private secretary, or chauffeur, or we would deposit it in his financial house of choice in Argentina.

Q What was the name of his financial house of choice in Argentina?

A Alhec Tours.
Q What is the significance of the name Alhec Tours?
A The name looks like tourist agency, but although they weren't in the tourist agency business, it was mainly a financial house that would administrate hold, invest, land, money, mainly money, under tax radar and it was widely used by many soccer executives and by agents that buy and se11
players, soccer players.
Q Is the word cambista a word that was used?
A Yes. Alhec Tours was one of the cambistas like, a nonregulated financial institution in Argentina.

Q What is the currency in Argentina?
A The currency in Argentina is the Argentine peso.
Q And to what extent, if at al1, is the U.S. dollar a
viable form of currency for use in Argentina?
A It's a viable currency to a very large extent.
Q Can you buy goods and services in Argentina with U.S. do11ars?

A Yes, sir. All major transactions in Argentina are set in U.S. dollars and they do the transactions. You can also use dollars to pay a restaurant or a hotel room or -- people save and think in dollars, and invest in dollars, and try to keep their net worth in dollars, because the Argentine peso is a very weak currency.

Q How about in Paraguay? Based on your experience there, is the U.S. dollar a viable form of currency?

A Yes, sir.
Q And what is the basis of your understanding?
A My experience is when traveling to Paraguay, I would only take dollars and use dollars for any small expense or hotel room in case \(I\) have a pay a hotel room. So dollars was viable and day-to-day way of 1 iving in Paraguay, as for me as a
tourist, or as an executive.
Q Turning your attention to 2008.
What developments, if any, were there with respect
to the Copa Libertadores contract held by TNT?
A Around mid-2008, there was an extension of
Copa Libertadores and Copa Sudamericana contract put in place between TNT and CONMEBOL.

The tournaments started to grow more and more television interest, and the economy in South America, coming from a crisis at the beginning of 2000 , started to emerge and grow violently. So those rights were increasing more and more in value.

MR. NITZE: Your Honor, I have a stipulation as to translations. In a moment \(I\) am going to show some contracts, and I think I will spare everybody reading every word of it, but I will just note the exhibit number and read a portion of it into the record.

THE COURT: That sounds fine.
Any objection to that procedure from any defendant?
MR. PAPPALARDO: Not by Mr. Napout.
MS. PINERA-VASQUEZ: No, Your Honor.
MR. MITCHELL: No, Your Honor.
ALL DEFENSE COUNSEL: No, Your Honor.
THE COURT: Okay.
MR. NITZE: So I am reading stipulation that has
been marked Government's Exhibit 1500 for identification.
It says: It is hereby stipulated and agreed, by and between United States of America and defendants, Juan Ange1 Napout, Manue1 Burga and Jose Maria Marín, by their undersigned attorneys that the following Government exhibits contain text in Spanish.

And there's a fairly lengthy list of numbers that follow, including numbers -- the numbers of exhibits that I will be discussing with Mr. Burzaco shortly. So those include 150, 151, 153, 154, 155, 156, 158 and following. There are a large number of numbers.

THE COURT: Are you moving the admission of the stipulation as well?

MR. NITZE: I will admit the stipulation itself into evidence.

THE COURT: Okay. The Exhibit is.
MR. NITZE: There is the second paragraph after the list of exhibits indicates that Government Exhibits that are marked with \(T\) after the Exhibit numbers identified in the previous paragraph of the stipulation contain true and accurate English translations of the Spanish text, and the Government exhibits identified in paragraph 1 of the stipulation and follows with a similar but shorter paragraph follows number three.

And that paragraph reads: The following Government
exhibits contain text in Portuguese. There again, there is a list, a smaller list of numbers, which will be in evidence.

The Government exhibits that are marked with a T after the exhibit numbers identified in paragraph 3 contain true and accurate English translations of the Portuguese text in the identified Government exhibits.

And the same process follows with one exhibit in French; set of exhibits with language in Catalan; some exhibits with language in German; one exhibit containing text in Dutch. And all of those exhibits are identified and there is a stipulation as to the accuracy of the English translations that are provided in connection with those exhibits and the final --

THE COURT: Can I suggest that since you are admitting the stipulation, \(I\) do not think you need to read any of it into the record. The assumption will be that unless a party objects, that a stipulation as to the accuracy of the translations of the documents you are about to proffer.

MR. NITZE: Fair enough.
THE COURT: Okay.
MR. NITZE: So the Government offers the stipulation 1500 into evidence.

THE COURT: Okay.
So admitted.
(Government's Exhibit 1500 received in evidence.)

MR. NITZE: If I may approach the witness, Your Honor, I have a binder that are essentially contracts and the Exhibit numbers were provided to defense counsel earlier.

THE COURT: Yes. That would expedite things. The microphones are working again. MR. NITZE: Great.
(Continued on following page.)

BY MR. NITZE:
Q Mr. Burzaco, may I direct your attention to -- it should be the second tab in the binder, but it should have the exhibit marked on the tab 154.

A Yes, sir.
Q Do you recognize that document?
A Yes, sir.
Q What is it?
A It's a contract between CONMEBOL and T\&T; a contract extending the title ownership of those rights owned by T\&T from year 2014 to 2018.

Q And if you turn to the last page of the contract, do you recognize any of the signatures there?

A The signature I recognize and know very well is Julio Grondona.

MR. NITZE: Your Honor, the Government offers
Exhibit 154 into evidence along with the accompanying translation.

THE COURT: Any objections?
MR. PAPPALARDO: No objection, Your Honor.
MR. MITCHELL: No objection.
MR. UDOLF: No objection.
THE COURT: The exhibit is admitted, 154, and the accompanying translation.
(Government Exhibit 154 so marked.)

MR. NITZE: Actually, we have a foreign records certification that also covers a number of these exhibits. And if there's no objection from any of the defense counsel, I'11 read the numbers on some of those contracts and offer them, and we can perhaps move forward a bit more efficiently.

THE COURT: That sounds fine. Any objection?
MR. PAPPALARDO: No, Your Honor. I discussed with Mr. Nitze about the possibility of stipulating. Certainly I have no objection to stipulating.

MR. MITCHELL: No objection.
MR. UDOLF: No objection.
THE COURT: Thank you. You may proceed.
MR. NITZE: Thank you.
The records certification that we have here from records custodian at Torneos lists 152, 153, 154, 155, 159, \(157,158,162,163,164,165,178,181,183,184,185,186\), 189.

And I believe we have another couple that are covered, but it sounds as though we can just proceed with the contracts.

THE COURT: What about 156 , which is the subject of this new exhibit?

MR. NITZE: Yes, 156, we also have a certification on that. I'm not sure what number it is.

THE COURT: 220.

MR. NITZE: 220, yes.
THE COURT: You want that one admitted as well.
MR. NITZE: Yes, Your Honor.
THE COURT: So, all of those exhibits will be admitted.
(Government Exhibits 152, 153, 154, 155, 156, 159, 157, 158, 162, 163, 164, 165, 178, 181, 183, 184, 185, 186, 189 so marked.)

MR. NITZE: There are some additional contracts not covered by the business record certification, and we will get to them.

THE COURT: Okay.
MR. NITZE: If I could publish 154T, which is the Eng1ish version of Government Exhibit 154.

THE COURT: Yes.
(Exhibit published to the jury.)
Q First, if I could ask you, Mr. Burzaco, to just read the title of the contract.

A It's agreement to assign broadcasting rights to the Copa Libertadores America, Liberators of America Cup.

Q And the party that's listed at the top where I'm pointing here, which party is that?

A CONMEBOL.
Q And T\&T Sports Marketing, Limited, what entity is that?
A It's the entity jointly owned at that moment in time

75 percent by Fox Pan American Sports, from Fox Sports, and 25 person by Torneos Competencias, Torneos.

Q And the paragraph where I'm pointing that begins whereas T\&T pursuant to the right of first refusal, if I could ask you to read that paragraph.

A Whereas T\&T, pursuant to a right of first refusal established in Clause 3.3 of the agreement to assign broadcasting rights to the Copa Libertadores America, executed on August 22, 2003, through its legal representatives, submitted for CONMEBOL's consideration a proposal to acquire the respective broadcasting rights for four upcoming editions of the Copa Libertadores America, hereinafter referred to as the "event." To wit, the 2015 to 2018 allegiance.

Q So, what did T\&T gain through this contract?
A T\&T gained an extension to 2018. T\&T gained avoiding potential competition in the moment that South American economy was growing at the steep rate. T\&T, in the case of Torneos, extended its production services for four more years, until 2018, and the other partner, Fox Sports, gained the right to leverage on those rights and issue its signal from U.S. to Argentina for four more years and use that to even enhance their business by launching Fox Sports 2, Fox Sports 3, and other entertainment signals that were carried by this locomotive that was the Copa Libertadores.

Q Was this extension put out to bid?

A No, sir.
Q And turning to the date on the final page of the contract, what date was this contract signed?

A March 6, 2008.
Q Turning your attention to 155 --
MR. PAPPALARDO: Your Honor, while we're still on 154, if we could, our copies don't show who the signatories were to this contract. If we could cover that right now, at the end of 154. They just say "signatures."

THE COURT: When you say cover it?
MR. PAPPALARDO: Could we disclose who signed the contracts on behalf of the parties?

MR. NITZE: I'11 put the original language which will show the signatures and there's some reference on the first page, to the extent that helps to clarify.

THE COURT: Okay. Go ahead.
MR. NITZE: This is the Spanish language version of the contract. Actually, I can do that part in English. Q On the first page, with respect to the parties, does it indicate here who is representing CONMEBOL during the signing of this contract?

A Yes, sir.
Q And who is that?
A Nicholas Leoz is president, Eduardo Deluca is secretary general, and executive committee member Mr. Julio Humberto

Grondona.
Q And for T\&T, what names are listed?
A Luis Benjamin Nofal and Jose Eladio Rodriguez.
Q And there are a series of signatures on the back. Do you happen to know who those signatures belong to?

A I know Julio Grondona. I remember very well Julio Grondona's signature.

Q Which one is his?
THE COURT: You can circle it by pressing your
finger on the screen and keeping it down.
MR. NITZE: Let the record reflect he's identifying what looks like sort of a hashmark signature.

THE COURT: I was going to say tic tac toe but I guess yours is more current.

MR. NITZE: A mushed tic tac toe board.
THE COURT: On the left side of the signature; is that correct?

THE WITNESS: Yes.
Q Turning to Government Exhibit 155.
(Exhibit published to the jury.)
Q I think if you tap on the bottom right corner of your screen it will clear that purple mark, I hope.

Here again, if \(I\) could ask you to read that --
A Excuse me, 155?
Q Yes.
\(A \quad T\) ?
Q 155T.
A Yes, sir.
Q Just briefly, if you could read the heading of the contract.

A Final agreement to assign rights for the new Copa Sudamericana de Futbo1, South American Soccer Cup.

Q And what was the purpose of this agreement?
A This is a mirror agreement to the one we've just seen. It's extension of Copa Sudamericana TV rights to T\&T Sports Marketing for the same period of time.

Q And was that contract put out for bid, that extension?
A No, sir.
Q Did you pay bribes in connection with those contract extensions?

A Yes, sir.
Q Were those the annual bribe payments you've just described?

A No, sir.
Q Which bribes are you referring to?
A Special right for extension of the contracts.
Q And to whom did you pay those bribes?
A We paid to Nicholas Leoz, to Julio Grondona, to Eduardo Deluca, to Romer Osuna, Eugenio Figueredo, and Eduardo Deluca. Q How much did you pay them, if you remember?

A We paid \$1 miliion to Julio Grondona, \$1 million to Nicholas Leoz, and \$500,000 to Romer Osuna, Eugenio Figueredo, and Eduardo Deluca.

MR. NITZE: I'm going to publish 152 in evidence.
(Exhibit published to the jury.)
Q Mr. Burzaco, if you could turn to \(I\) believe it's the first tab in your binder.

A Yes.
Q Do you recognize that contract?
A Yes, sir.
Q What is it?
A It's a contract between \(T \& T\) and a company named Somerton.
Q What is Somerton?
A Somerton is an intermediating vehicle that was used for T\&T to generate the bribes and redirect the payments for the extension of the contracts we've seen the previous minutes here.

Q Was Somerton always the vehicle used by T\&T?
A No, no, sir.
Q And who owns Somerton, if you know?
A The owner of Somerton was Jose Margulies, the person I mentioned before Lozado.

Q And this contract, point three, if I could ask you to read the paragraph -- paragraph three under the "whereas" heading.

A T\&T is interested in appointing Somerton to negotiate the extension of the television rights currently granted to T\&T for Copa Libertadores, Copa Sudamericana, and Recopa Sudamericana the services, and Somerton, in turn, desires to accept the rendering of the services.

Q Did Somerton, in fact, provide those services?
A No, sir.
Q Is this a real contract?
A It's not a real contract, sir.
Q Do you recognize any of the signatures on the back page of this contract?

A Yes, sir.
Q Which ones?
A I recognize James Ganley from Fox Pan American Sports.
Q What date was this contract entered into?
A The date of the contract was or is 21 st day of January 2008, January 21, 2008.

Q So under section two, there's a series here of payment instructions, which I'11 read: For the rendering of the services, T\&T shall pay to Somerton the total amount of U.S. 3.7 million dollars as follows, and there's a breakdown of payments.

What was the intended destination or who were the intended recipients of that money, if you know?

A The recipients of this money were the Colasios, Julio

Grondona, Eugenio Figueredo, Romer Osuna, and also Eduardo De1uca.

MR. NITZE: Your Honor, I can keep going. It is a transition point, so if you're inclined to break for lunch, this may be a good time.

THE COURT: Perhaps we should take a break now if it's a logical stopping point.

Ladies and gentlemen, your lunch won't arrive until about 1 o'clock, but \(I\) think we should reconvene at 2, nonetheless, you'11 just have a little bit less time to eat. We'11 see you back here -- actually, I should make it quarter of two to be back in the courtroom.

So be prepared to come back in here at quarter of two, which is roughly an hour from now.
(Jury exits.)
THE COURT: Okay, folks, so we'11 reconvene at 1:45.
MR. MITCHELL: Your Honor. Just about courtroom spacing, I know they have this exhibit here, but every time they put it there we're basically blocked from half the jurors. I don't know where it can go otherwise, but I don't think it's really fair to have it in that spot.

MS. PINERA-VAZQUEZ: I think if they put it right next to the stand they will be able to see it. And, actually, I won't have to move because I'11 be able to see it from here too.

THE COURT: Okay. It's quite far, it's almost an eye test, for the witness, but I guess it's already that far away. All right. Let's try that.

Can you get back and forth, Sam?
Why don't you have a seat, Mr. Mitchell, and see if that works for you.

MR. MITCHELL: That's fine.
THE COURT: Let's go off record. We'll see you Folks at 1:45.

MS. PINERA-VAZQUEZ: Could you please instruct the witness not to speak to anyone during these breaks about his testimony?

MR. NITZE: This is one of those areas that I think it's not clear whether or not I should be instructing anyone. In theory, the Government shouldn't -- there's two rules of thumb.

One is the Government should not be speaking to a witness it has tendered at any point after the witness starts speaking. I've seen that observed. I mean, I don't know how, let me put it this way, how strict that rule is or how hard and fast that rule is.

What is certainly true is you can always ask on cross whether or not the witness spoke to anyone, the Government or anyone else. And, obviously, if the Government were foolish enough to speak to the witness after he's already
started testifying, you could elicit that.
So, therefore, this is all a long way of saying I'm reluctant to instruct the Government on how to behave because I don't think there's a strict rule about that. Generally speaking, the Government should not or anyone should not be speaking to a witness after they've tendered them or put them on the stand.

MR. NITZE: I will not be speaking with the witness and the prosecution team here is not going to be talking to the witness.

MS. PINERA-VAZQUEZ: Just so I understand the Court's instructions, we can speak to him. If we want to speak to Mr. Burzaco on the break and he wants to speak to us, we have that opportunity also, so, obviously, we're not in violation. Thank you, Judge.

THE COURT: Did you get all that?
MS. PINERA-VAZQUEZ: Did you get all that? I'm sorry.

We can speak to Mr. Burzaco at the break and speak to the lawyers and we will not be in violation of any Court instruction.
(Luncheon recess taken.)

or own?
A Another company Somerton \& Valente and entertainment and production company in Brazil named Spoart, S-P-O-A-R-T. Q And to what extent, if at all, did you and Torneos rely on those companies in your business?

A In the case of Spoart, Jose Lazaro and his company would provide logistic services production and help in different countries in South America.

And in the case of Valente \& Somerton, these were entities or companies without the operational purpose and they would provide T\&T with the service of conducting the bribe payments to soccer executives.

Q Were they shel1 companies?
A Yes, sir.
Q Turning your attention to 2009, what developments, if any, were there in your relationship with Julio Grondona?

A In 2009, there were two big facts, developments, in my relationship with Julio Grondona. First, in February 2009, my partner in Torneos and very good friend Mr. Nofal was diagnosed with lymphoma, with cancer. So, as he started a treatment in February, and I started to conduct or to keep more one-to-one relationship with Julio Grondona without the presence of Luis Nofal and I got tighter and closer relationship with him.

In August 2009, a big factor occurred in my 1ife in
relationship with Grondona and Torneos' life because Julio Grondona, the Argentine Soccer Association, together with the Argentine Government, at such point in time made a move and unilaterally terminated the most important contracts that Torneos had. Q What contracts were those?

A Torneos, together with Grupo Clarin, held, as I explained, the Argentine first division local league rights. And this was the source or the largest source of Torneos' income, Torneos' revenues, directly and indirectly through its affiliated company TOSA Sports.

In year 2009, that contract and a11 of the 1 ive shows, production, and everything else that surrounded that contract was unilaterally terminated from one day to the other.

Q Why were they terminated? What happened?
A The Argentine soccer association and the government decided to put in place a program named Futbol Para Todos. They put together this program, this project, which basically consisted in getting the strikes directly from the Argentine Soccer Association, terminating the contracts, and instead of being broadcast those rights through pay TV, pay-per-view, services, they offer them through the national TV broadcaster on free-to-air to a hundred percent of the households in Argentina, with the particular distinction that they decided
that there was not going to be any private advertising. So, they were showing these matches every single weekend but only using governmental propaganda in halftime and around the soccer match.

Q What does "Futbol Para Todos" mean?
A It means Soccer For Everyone.
Q And what significance, if any, did the loss of those rights have for Torneos, the company?

A It was a major negative impact, a major hit that cost Torneos to have to lay off people, cost USA Sports to have to layoff employees. We terminated longtime shows. And we suffer a huge negative economic impact in the companies internationally.

Q Were there other Torneos contracts terminated by the government in connection with the Futbol Para Todos program?

A Yes, sir.
Q When did that happen?
A The Government continue harassing or attacking Torneos and Clarin up until year 2011. In mid 2011, the Government terminated probably the second most important contract that we had with Clarin.

Q What contract was that?
A It was the Argentina second division local league tournament rights.

Q What happened with those rights?

A What happened was that we were able to survive with that contract from 2009 to 2011, but at the end of June 2011 we really played a bad year and went to second division, and now the second division tournament became a superstar tournament because it got a very important club. So those rights gain in value and the government decide that if Libertadores program belong also the second division rights and they just unilaterally broke without that contract, even so without being AFA any additional payment for those rights. Q Were you able to retain some of those rights in the end? A We were able to retain at Torneos the production of the second division rights.

Q And what was the value of those rights you were able to retain relative to what you had lost in connection with Futbol Para Todos?

A It was basically irrelevant. This were production contracts with widespread area and with very small margin but very intensive human resources given the size of Argentina. So we were able to retain a lot of work positions for our Torneos and USA Sports employees.

Q Did you pay bribes to government officials in order to retain those contracts?

A Yes, sir.
Q Which officials?
A We paid bribe at Torneos to two officials that were
running the Futbol Para Todos program.
Q And what were there names?
A Jorge Delhon, D-E-L-H-O-N, he was a contracted lawyer for the Futbol Para Todos program; and to the general coordinator of the Futbol Para Todos, Pablo Pallodino.

Q And approximately over what period of years did you make those payments?

A Approximately from the end of 2011 to the end of 2014. Q And what was the total value of the bribes that were paid?

A We paid bribes to these two gentlemen for a total amount of approximately \(\$\) million dollars.

Q Was Futbol Para Todos involved in events beyond soccer?
A It started at soccer and it grew rapidly into all sports events or all national sports events of wide interest in the country.

Q And, so, the bribe amounts that you just referred to, did that reflect -- were those in connection just with soccer or also other sporting events?

A No, it relates not only to soccer but to production of other sports events.

Q Did you ever pay bribes to higher ranking officials above the two that you've just described.

A No, sir.
Q Now, in 2009, back to when the first contract were
broken, what concerns, if any, did that raise in your mind with respect to your -- the contracts Torneos and its partners held with CONMEBOL?

A Given that Julio Grondona was already such a powerful person in the FIFA world and in CONMEBOL, the fact that he had started this era of illegal uncertainty, produced the expectation or had the fear that this would continue in other governing bodies, and we were afraid that our CONMEBOL contracts -- when I say "our," T\&T -- would be also broken by government authorities.

Q In 2009, did you approach Julio Grondona in connection with the breakage of the contracts?

A Yes, sir.
Q And to what extent, if at al1, did the subject of bribe payments come up?

A Immediately. Basically, he mentioned to me in the middle 2009 that he didn't have any commitment nor with Torneos, nor with Clarin, regarding the Argentine soccer first division TV rights since we have never paid bribes to him for that respect.

Q So during the period after you lost those rights, after Torneos did, what steps, if any, did you take with respect to your concern at CONMEBOL?

A We started at Torneos also with Nofal that was improving his health condition from after six, seven months of
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treatment. We started holding -- having meetings with
different agents, producers, and sports marketing companies in
the region trying to seek their support, their comfort, and
their connections in order to avoid that the Futbol Para Todos program under Grondona's theory would the impact us at CONMEBOL 1eve1.

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(Continued on next page.)
(Continuing)
MR. NITZE: I'm going to publish, if I may, three photographs, Your Honor. They're Government's Exhibits 60, 47 and 48 .

Starting with Government's Exhibit 60.
THE COURT: Previously admitted; correct?
MR. NITZE: Yes, all previously admitted.
THE COURT: A11 right.
(Exhibit published to jury.)
BY MR. NITZE:
Q Who is this, Mr. Burzaco?
A This is my friend and partner, Luis Nofal.
Q That's the man who was growing sick in 2009?
A He was undergoing lymphoma treatment since the beginning of 2008.

MR. NITZE: And Government's Exhibit 47 in evidence.
(Exhibit published to jury.)
Q Who is that?
A This is Hugo Jinkis.
Q And if you could remind the members of the jury, who is Hugo Jinkis?

A Hugo Jinkis is the owner of Full Play Group.
Q And what is Full Play Group?
A Full Play Group is a sports marketing agent based in Buenos Aires, Argentina.

MR. NITZE: Government's Exhibit 48 in evidence. (Exhibit published to jury.)

BY MR. NITZE:
Q Who is that?
A This is Hugo Jinkis's son, Mariano Jinkis. He was also owner of Full Play Group and running the company.
Q Did you meet with Hugo and Mariano Jinkis after the contracts were broken in 2009?

A After the Futbol Para Todos in August 2009, we met several times with Hugo and Mariano Jinkis.
Q Did there come a time when you met with them and Luis Nofal?
A Yes, sir.
Q And where did you meet them?
A We had lunch at Luis Nofal's apartment approximately mid-October 2009.

Q And this was in which city?
A In the city of Buenos Aires, Argentina.
Q What happened at that meeting?
A We were seeking Full Play, Hugo Mariano Jinkis's support with presidents of other soccer associations, in the case Grondona would try to undermine, terminate or forfeit the T\&T Copas Sudamericana contracts.

Q And what help, if any, did the Jinkises offer in that regard?

A Both Hugo and Mariano, basically Hugo Jinkis, told us that he was going to help by using their influence with other presidents of soccer associations in South America.

Q Did he indicate which soccer associations?
A Yes, sir.
Q Which ones?
A The president of the Paraguay association, Juan Ange1 Napout; the president of the Peru Soccer Association, Manue1 Burga; the president of the Bolivia Soccer Association, Carlos Chavez; the president of the Ecuador Soccer Association, Luis Chiriboga; the president of the Colombia Soccer Association, Luis Bedoya; and the president of the Venezuela Soccer Association, Rafae1 Esquive1.

Q Now, you gestured with your hand when you mentioned Juan Ange1 Napout. Were you are referring to the defendant, Napout?

A Yes, sir.
Q And you also gestured when you mentioned the name Manue1 Burga.

Were you referring to the defendant, Manue1 Burga?
A Yes, sir.
Q And what, if anything, did the Jinkises say about how they had secured the support of these presidents?

A They explained Luis Nofal and me, that they had very close relationships with these federations and with these
presidents; that they had contracts regarding a 1 ink to work up FIFA World Cup qualifiers, and in other cases regarding friendly matches of their national teams; that they were paying bribes to them; and that they can control and influence their vote at CONMEBOL.

Q Turning to the final months of 2009 after that meeting in October.

Did there come a time when you travelled to
Asuncion?
A Yes, sir.
Q Why?
A I traveled to Asuncion at the end of November 2009, to attend to a CONMEBOL and to FIFA -- FIFA sorry -- CONMEBOL executive committee.

Q Who, if anyone, did you travel with to Asuncion?
A I traveled with Julio Grondona.
Q And did an executive committee meeting, in fact, take place while you were in Asuncion?

A Yes, sir.
Q Where were you during that meeting?
A I was one or two floors below the executive committee room, at Eduardo Deluca's room, and sometimes right outside the door on the hallway.

Q Did you have any conversation with Julio Grondona during the course of that meeting?

A Yes, sir.
Q What happened during that conversation?
A At the certain stage in the middle of the executive committee, Julio Grondona came out and, to my good surprise, he told me that CONMEBOL authorities at executive committee were challenging T\&T contracts. They were challenging, trying to terminate them.

And I mean, to my good surprise, because Grondona was asking me if T\&T was willing to increase those contracts as of 2010 and onwards, in order to avoid the other presidents breaking the contract.

Q And what was your response to that request?
A My immediate response is not this time, I have to consult our partners at Fox Pan American sports at T\&T. Yes, we are willing to increase the amounts set in chose contracts.

Q And around the time of that meeting, which other soccer officials, if any, did you have discussions with regarding the Libertadores contracts?

A Right after the executive committee, I had a meeting at CONMEBOL offices with Rafael Esquive1.

Q And remind us, who is Rafael Esquive1?
A Rafael Esquivel was the president of the Venezuelan Soccer Federation.

Q What, if anything, did he tell you about his position with respect to the T\&T Libertadores contract?

A He explained me that him, together with other five presidents, have now formed a group that has control over the ten votes; majority over the ten votes of the executive committee, and that from now on, there were new set of rules to apply in order to keep normal life at CONMEBOL executive committee.

Q What were those rules or conditions?
A One of the conditions was the one Grondona mentioned; to increase T\&T contracts regarding Copa Libertadores and Copa Sudamericana.

The second condition was the need to make them participant beforehand, meaning the six presidents, of every single decision regarding Copa Libertadores and Copa Sudamericana contracts, and the organization of certain aspects of the tournament itself.

And the third condition is that they were annoyed that they had been kept out of the bribe payments, which they knew were going on, and that as from that moment onwards, they should be receiving between 400,000 to \(\$ 500,000\) per year, each one of these six members, for their support, continued support, for those Copa Libertadores, Copa Sudamericana contracts.

Q Did he indicate who the other five presidents were in this bloc that you described?

A Yes, sir.

Q Who?
A Luis Bedoya, president of Colombia Soccer Federation; Luis Chiriboga, from Ecuador Soccer Federation; Manue1 Burga, from the Peru Soccer Federation; Juan Angel Napout, from Paraguay Soccer Federation; and Carlos Chavez, from Bolivia Soccer Federation. Plus himself, plus Rafael Esquive1, himself, from Venezuela.

Q After the meeting in late 2009, in CONMEBOL, where did you go?

A I went back to Bueno Aires, Argentina.
Q What happened next in connection with the Libertadores contract?

A Two important things; one, I spoke with T\&T partners. I explained them the good news and the bad news. The good news that Grondona was supportive again, at least in those contracts; and the bad news, that now they were a group of six presidents that would exercise control over CONMEBOL's support, as I explained.

Q And with respect to the contract increases you mentioned, what steps, if any, did you take in that regard?

A I got approval from Fox Pan American Sports to increase the contracts; a portion in 2010, and a bigger portion starting 2011, and thereafter.

Q Did you have a meeting with the Jinkises about this contract in late 2009?

VB OCR CRR

A Yes. I had a number of meetings with the Jinkises when I left and went back from Asuncion to Bueno Aires.

Q And what, if anything, did they tell you concerning the Libertadores contracts?

A They were aware of my conversation with Rafael Esquive1, and they told me that they were pleased that the contracts were not broken and that they were very pleased that this group of six presidents was going to be included in the bribe payments.

Notwithstanding, they explained me clearly that they wanted to be and they wanted the Jinkises to be the intermediate vehicle, the intermediate agent for all payments. Q What amounts, if any, of bribe payment was discussed with the Jinkises?

A It was discussed with the Jinkises that the total amount payment was going to be \(\$ 400,000\) per president, per year. And that said amount was going to come out from CONMEBOL out of increases that they told Grondona, while this executive committee was going on, and he went back to explain.

So this was not a private amount on top of increase, but for them to take out of CONMEBOL's revenues and treasury. Q Now, what was your understanding as to why Full Play was -- would play this role of intermediary?

A It was explained to me that they were going to play this role as the intermediary agency, because they already have a
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    relationship of trust and they were already paying them bribes
    in connection with World Cup and friendly matches and the
    trust was mutua1.
    MR. PAPPALARDO: Objection, Your Honor. May I approach.

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THE COURT: A11 right.
(Side-bar conference held on the record out of the hearing of the jury.)
(Continued on following page.)



Burzaco - direct - Nitze
(In open court.)
THE COURT: You can resume.
MR. NITZE: Thank you, Your Honor.
BY MR. NITZE:
Q What, if anything, did Hugo Jinkis tell you about why Full Play was to play this role as intermediary?

A He explained me that that was a condition he was putting, and he told me that that was a condition they were putting in order for T\&T to direct payments through CONMEBOL to them. Q And what concern, if any, did you have about Full Play serving in that role?

A I was scared that Full Play would try to use those bribe payments, although it was clearly it was for Copa Libertadores and Sudamericana, to obtain other benefits or decisions from these presidents for other rights that Full Play was seeking. Q And what steps, if any, did you take to address that concern?

A I basically told Hugo Jinkis and Mariano Jinkis that; that I was afraid that they were going to use these in their own favor with T\&T's money and CONMEBOL's money. And they said that they didn't have a problem, that either Hilario Rodriguez or myself were authorized to check with each president if they were receiving the payments and they were satisfied for said payments.

Q Did you have such conversations with the defendant, Juan

Ange1 Napout?
A Yes, sir.
MS. PINERA-VASQUEZ: Your Honor, can we get a context of time.

THE COURT: He only asked one question, so I presume they will delve into that in a minute.

MR. NITZE: Not right this minute, but yes, we're going to get to the conversations.

THE COURT: Go ahead.
BY MR. NITZE:
Q And did you have, in the years, in the period of time following these meetings with the Jinkises -- so following the timeframe after late 2009 -- did you have conversations with Manue1 Burga to confirm the receipt of bribe payments?

A With Manuel Burga, only once.
Q And what about the other members of this group of six presidents? Did you have conversations with them?

A Yes, sir.
Q Did you, in fact, begin paying bribes to the members of this group of six presidents?

A Yes.
Q When?
A Starting in year 2010.
MR. NITZE: So I am going to, if I may, publish a demonstrative. It's an exhibit that's in evidence, a map,
1601.

THE COURT: Was that previously admitted? I think so.

MR. NITZE: Yes, previously admitted.
THE COURT: Okay.
(Exhibit published to jury.)
BY MR. NITZE:
Q So directing your attention to 2010, the period when these payments began, you've just been testifying about, to review the political alignment at CONMEBOL at this time geographically.

Nicolás Leoz, at that time what position did he hold at CONMEBOL?

A He was the president of CONMEBOL.
Q And where -- what country is he from?
A He is from Paraguay.
Q And Julio Grondona, at that time, what position did he hold?

A In CONMEBOL?
Q Yes.
A Julio Grondona was a member of the CONMEBOL's executive committee.

Q And still the president of AFA?
A He was also the president of Argentine Soccer Association, AFA.

Q Riccardo Teixeira, what was his position in soccer at CONMEBOL at that time?

A He was member of the CONMEBOL executive committee, and he was the president of the Brazilian Soccer Authority, CVN.

Q Eugenio Figueredo?
A Eugenio Figueredo was the first vice president of CONMEBOL.

Q What country is he from?
A He is from Uruguay.
Q Rómer Osuna, what position, did he hold?
A He was still the treasurer and he is from Bolivia.
Q Eduardo Deluca?
A Eduardo Deluca, at that time, was the secretary general of CONMEBOL and he is from Argentina.

MR. NITZE: If he could publish Government's
Exhibit 59 in evidence.
(Exhibit published to jury.)
BY MR. NITZE:
Q Who is that?
A Juan Ange1 Napout.
Q Is that the defendant, Napout?
A Yes.
Q And at that time in 2010, what position did he hold in soccer?

A He was the president of the Paraguay Soccer Association
and a member of CONMEBOL executive committee.
MR. NITZE: Government's Exhibit 10 in evidence.
(Exhibit published to jury.)
Q Who is that?
A Manuel Burga.
Q Is that the defendant, Manue1 Burga?
A Yes, sir.
Q And in 2010, what position did he hold in soccer?
A He was member of CONMEBOL executive committee and president of the Peru Futbol Federation. Or soccer. Soccer. MR. NITZE: Government's Exhibit 20 in evidence. (Exhibit published to jury.)

Q Who is that?
A Luis Chiriboga.
Q And what was his position in soccer in 2010?
A He was the president of the Ecuador Soccer Federation and a member of CONMEBOL executive committee.

MR. NITZE: Government's Exhibit 18 in evidence.
(Exhibit published to jury.)
Q Who is that?
A Carlos Chavez.
Q Who is Carlos Chavez, and what is his position in 2010?
A 2010. In 2010, he was the president of the Bolivia Soccer Federation and he was member of the CONMEBOL executive committee.

MR. NITZE: Government's Exhibit 6 in evidence.
(Exhibit published to jury.)
Q Who is that?
A Luis Bedoya.
Q What position did Luis Bedoya hold in 2010?
A He was member of CONMEBOL executive committee and president of Colombia Soccer Federation.

MR. NITZE: Government's Exhibit 5.
(Exhibit published to jury.)
BY MR. NITZE:
Q Who is that?
A Sebastian Bauza.
Q And in 2010, what position did Sebastian Bauza hold?
A He was a president of the Uruguay Soccer Association and member of CONMEBOL executive committee.

MR. NITZE: Government's Exhibit 56 in evidence.
(Exhibit published to jury.)
Q Who is that?
A Harold Mayne-Nicholls.
Q In 2010, what position at CONMEBOL did Harold Mayne-Nicholls hold?

A He was the president of Chile's Soccer Association.
MR. NITZE: Just one moment, Your Honor, if I may.
THE COURT: Yes.
(Pause in the proceedings.)

MR. NITZE: Government's Exhibit 30 in evidence. (Exhibit published to jury.)

BY MR. NITZE:
Q Who is that?
A Rafael Esquivel.
Q In 2010, what position did Rafael Esquivel hold?
A He was the president of Venezuela's Soccer Federation.
Q In 2010, which of these soccer officials were you and
Torneos paying bribes to in connection with the
Copa Libertadores?
A We were paying bribes out of T\&T to all of those soccer officers, with exception of Harold Mayne-Nicholls and -- from Chile, and Sebastian Bauza from Uruguay.

Q Now, at that time in 2010, to what extent, if at all, was the CONMEBOL president, Nicolás Leoz, involved in facilitating the bribe payments to the group of six presidents that you described earlier?

A To a full extent.
Q How so?
A In, he was aware of the bribes to all of these soccer executives; but in the case of many of them, these six presidents of Paraguay, Bolivia, Peru, Ecuador, Colombia and Venezuela and also in the case of the president of the CVF, Riccardo Teixeira, those bribes were being paid out of CONMEBOL's funds. In other words, out of the right of

CONMEBOL to collect in the contracts with T\&T.
MR. PAPPALARDO: Objection, Your Honor.
THE COURT: Hold on one second.
(The requested portion of the record was read back by the Official Court Reporter.)

THE COURT: Is the objection on the basis of know1 edge?

MR. PAPPALARDO: Yes, Your Honor, he is purporting to describe to the state of mind of another person. How can he testify to someone else's state of mind?

THE COURT: I am not sure that is the issues, but why don't you refamiliarize it establishing how he knows this.

MR. NITZE: Okay.
Before I rephrase that question, let me back up a minute. BY MR. NITZE:

Q So the group of six presidents that you've just testified about, did they go by a name or a phrase? Was there some phrase associated with that group?

A Yes. We started calling them "grupo de los seis," or group of six meaning.

Q And what, if anything, did Nicolás Leoz provide T\&T in connection with the bribe payments?

A Nicolás Leoz provide written instructions indicating T\&T, where T\&T should wire this money in order for CONMEBOL not to
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    collect it, but some intermediary agent such as, for example,
    Ful1 Play, would collect it.
    Q And what was the intended destination of those payments?
    A The intended destination was complying with the
    commitment taken to pay the bribes to the group of six.
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    (Continued on following page.)

EXAMINATION CONTINUING
BY MR. NITZE:
Q And based on your -- did you have conversations with Nicolas Leoz about that?

A Yes, I did.
Q And based on those discussions with him, did he understand the purpose of those payments?

A Yes, sir.
Q If I can ask you to turn to your binder, again, I have two contracts, Government's Exhibits 158 and 159, both in evidence.

So, first, let's start with 158-T. I'm going to publish this contract.
(Exhibit pub1ished.)
Q You'd mentioned that there was going to be a contract increase. If I can ask you to read the title to Government Exhibit 158-T.

A "Addendum to the agreement to assign broadcasting rights to the Copa Libertadores de America, the Liberators of America Cup.

Q By the way, have you ever heard of that term referred to as the Liberators of America Cup?

A It's the first time \(I\) heard this Liberators of America Cup. It was --

Q You mean in the exhibits that you were going through

new Copa Sudamericana Football, South American Soccer Cup and
to the supplementary agreement."
Q All right. And are the parties to this agreement the
same as in the prior agreement?

A Yes, sir.
Q And what was the purpose of this contract?
A The purpose of this contract was to reflect the new increases agreed between T\&T and CONMEBOL and to provide us for the right -- for the rights.

Q And just to direct your attention to the dates, and we can do it in the original, on the final page of 159, the Sudamericana contract, what month and year does this indicate this contract was executed?

A January 2010.
Q And the same for 158 , the Libertadores contract we spoke about a moment ago, does this indicate what month and year this contract was executed?

A Yes, January 2010.
Q In the years after 2010 did the amounts paid to the members of the group of six change?

A Can you repeat the question, please?
Q Yes. In the years after 2010 did the annual amounts, the bribe amounts being paid to the members of the group of six change?

A The amounts paid to the member of the group of six linked
to the Copa Libertadores and the Copa Sudamericana contracts did change after 2010.

Q And when did they change?
A In 2012 there was a change because there was an incorporation to a group of six that continued to be referenced by group of six, but now it was a group of seven. Q What change was that?

A A new president of Chilean Soccer Association was elected, Sergio Jadue, J-A-D-U-E, and he started collecting \(\$ 400,000\) per year.

Q So did he replace Harold Mayne-Nicholls?
A Yes, sir.
Q And around 2012 were there any other changes with respect to the amounts of bribes being paid in connection with the Copa Liberatores?

A Yes, sir.
Q What change was that?
A There was a change in the total bribe amount that two members of this group of six was receiving. Two members that were receiving \$400,000, I am talking about Luis Bedoya Columbia and Luis Chiriboga from Ecuador, were increased to \(\$ 600,000\) per year, \(\$ 200,000\) extra per year starting in 2012. Q Why?

A Basically, in 2012 their rights were even more attractive for the region, were more attractive in all of the Americas,
and there was a competitor in particular, his name I mentioned. And his name was Francisco Casal, Paco Casal, and he was intending to develop a network in Latin America, a sports network. He was a tough competitor because he had a long experience and expertise in bribing all soccer officials in the region. And that was a big threat to T\&T.

So we decided to -- to try to get two people of the group of six to glue and maintain the group away from Cáceres' offer and we thought at that moment for different reasons that Luis Chiriboga and Luis Bedoya -- and when I say "we," this is after discussing it with Hugo Jinkis, we understood that both Luis Chiriboga and Luis Bedoya would be the right persons to collect an additional \(\$ 200,000\) per year for these events in order to avoid the other members who would run to Cáceres and take their rights and try to bring the contract in his favor. Q Did you ever pay a bribe to Sebastian Bauza?

A I was requested a bribe for Sebastian Bauza. I, T\&T or any of these others I cannot confirm that we paid a bribe to Sebastian Bauza.

Q Who requested money for him?
A In the year 2013 when Eugenio Figueredo became president of CONMEBOL, he came to me and said that he wanted to include Sebastian Bauza in the annual bribe payments for Copa Libertadores and Sudamericana since he was receiving complaints from Bauza for being left out.

So in the year 2013, we transferred to Eugenio Figueredo, the president of CONMEBOL at the time, \$400,000 in order for him to pay such an amount to Sebastian Bauza. Q But as you sit here you don't know if the money ever reached him?

MR. PAPPALARDO: Your Honor, can the witness testify, please?

THE COURT: Okay. Avoid you leading him. Ask him more open-ended questions.

Q Do you know whether the money ever reached him?
A I don't know. I never talk or confirmed with Sebastian Bauza as I did in the other cases.

Q Turning your attention for a moment to Brazil.
A Yes, sir.
Q Did there come a time when Riccardo Teixeira left his position as the president of CBF, the Brazilian Federation?

A Yes, sir.
Q When was that?
A Around the end of March, beginning of April, 2012.
Q And did there come a time when he left his position as a member of the FIFA executive committee?

A Yes, sir.
Q When was that?
A Similar time, end of March, beginning of April.
Q And what were the circumstances of his leading those two
positions?
A There were real circumstances and press release circumstances or formal.

Q What do you mean by that?
A I mean that they -- it was explained that he left his position because he had health issues, but he was undergoing already for some time criminal investigations at -- in Switzerland regarding his activities in the FIFA executive committee and bribe payments and he was also undergoing criminal investigations in Brazil because of criminal acts in Brazil 1 inked with the organization of Brazil 2014.

Q Who, if anyone, took Riccardo Teixeira's place as the president of CBF after he resigned from the Brazilian federation?

A José Maria Marin.
Q Is that the defendant Mr. Marin?
A Yes.
Q And who, if anyone, took his place on the FIFA executive committee after he resigned?

A Marco Polo Del Nero.
MR. NITZE: Publishing Exhibit 55 in evidence.
(Exhibit published.)
Q Who is that?
A José Maria Marin.
Q And Exhibit 27 in evidence?

A Marco Polo De1 Nero.
Q Now, with respect to the position at CONMEBOL, who replaced Riccardo Teixiera's position there?

A I cannot recall exactly whether it was Marco Polo De1 Nero or José Maria Marin because the CONMEBOL environment, they were always moving like -- and going to all the executive committee meetings and going to all events, I don't know how you say, getting the same treatment, so I don't remember.

Q So you saw both of them together at CONMEBOL?
A Yes, sir.
Q At the time of Riccardo Teixiera's resignation from his positions in soccer, how much money -- how much bribe money was he receiving in connection with the Copa Libertadores' contract?

A He was receiving \(\$ 600,000\) per year for the -- he was receiving \$600,000 per year for Copa Libertadores and Sudamericana contracts.

Q And what agreement, if any, was reached after he resigned with respect to those payments?

A Agreement reached was that those payments were to be paid to José Maria Marin and Marco Polo De1 Nero.

Q The two men whose images -- pictures are now on the board here?

A Yes. Yes, sir.
Q And where was that agreement reached?

A It was reached in Buenos Aires, Argentina, in the month of Apri1, 2012.

Q And what was the context of the agreement?
A Basically, Riccardo Teixiera called Julio Grondona and explained him that Marco Polo De1 Nero and José Maria Marin were traveling to Buenos Aires, Argentina, that he wanted them to have the same empowerment and decision-making together with Argentina AND CONMEBOL's decision and that regarding the Copa Sudamericana and Libertadores TV rights they were going to receive, but he was collecting \(\$ 600,000\) per year starting in 2012.

Q Did there come a time when you met with Marco Polo De1 Nero and José Maria Marin about that subject?

A Yes. They finally flew to Buenos Aires, Argentina. They arrived with Alexandre, who I see before always with Riccardo Teixiera and Julio Grondona organized a meeting with them at CONMEBOL's branch office in Buenos Aires, Argentina. The meeting was held at said office, Jose Luis Meiszner's office, the secretary general at that moment of CONMEBOL. And I went to that meeting.

Q Who attended that meeting?
A Julio Grondona, myself, Marco Polo De1 Nero, José Maria Marin, Alexandre and Meiszner, although Meiszner was kept for moments of those conversations on the side.

Q And what specifically was agreed to then?

MR. MITCHELL: Objection, Your Honor. Who said what?

THE COURT: Overruled.
Go ahead.
A Can you repeat the question again?
Q Yes. What was the agreement reached at that meeting?
A The agreement that was reached was that Marco Polo De1 Nero and José Maria Marin were going to collect starting from that year \(\$ 600,000\) per year, a total amount for Copa Libertadores and Sudamericana that Teixiera was collecting up until that moment. Even so, even more, Alexandre put together a telephone conversation with Riccardo Teixiera who set and confirmed this subject while we were in the meeting in José Maria Marin's office.

Q Did there come a time when José Maria Marin and Marco Polo Del Nero returned to Buenos Aires in connection with that agreement?

A Yes.
Q When was that?
A It was two or three months later by approximately June 2012.

Q Where did that meeting take place?
A The next meeting about the subject took place in a restaurant in Buenos Aires, Argentina.

Q Who was present at that meeting?

A I was present, Julio Grondona was present. José Maria Marin was present. Marco Polo Del Nero was present. And the head of Allesandro was present -- and the head of the sports division of Tele Globo, Marcelo Campos Pinto, was also present.

Q And what, if anything, did you agree to at that meeting? A We agreed or we reconfirmed Marcello Campos' blessing on the trust that Marco Polo Del Nero and José Maria Marin must help me and Torneos and confirm that they were starting to collect the \(\$ 600,000\) and we also explained them in that meeting the bribes that Riccardo Teixiera put or agreed to collect regarding totally different tournament and that still didn't fully collect and talking about Copa America. Q What was to happen to that money?

A In - -
Q What agreement was reached with respect to the money related to the Copa America?

A The agreement that was reached is that there was stil1 \(\$ 2\) million for that concept to be paid to Teixiera, that he was going to collect before June 2015, before the Copa America 2015. And it was agreed that those \(\$ 2\) mil1ion to be paid in June 2015 was going to be paid to Marco Polo Del Nero and José Maria Marin, that they were going to collect those \(\$ 2\) miliion. Q How, if at all, did José Maria Marin respond to that arrangement?

A José Maria Marin, gave me a hug and he showed me his gratitude and made a speech. Marco Polo De1 Nero had a book and had written down all the bribes, read them and confirmed and explained me that they were going to issue or deliver Eladio instructions in order to start paying the bribes to them.

Q When you say, you're referring to Eladio, remind us who is Eladio?

A Eladio Rodriguez was a long-time administrative manager of Torneo's, a very close relationship with Luis Nofal, and he was the person in charge of contacting the soccer executives or Full Play executives or all executives that were paying bribes and when he got to deliver the bribes to each one of the soccer executives.

Q What language did you communicate with José Maria Marin in?

A We would communicate in Spanish, but remember an Argentine talks with a Brazilian, there is, like, a dialect which is called Portuñol, which is a Brazilian trying to speak Spanish, Portuñol, and an Argentine trying to speak Portuguese, so we both mix words but we surely make us understand.

MR. NITZE: Objection, Your Honor.
THE COURT: Overruled.
Q So going forward following the meetings you just
testified about, did you, in fact, pay bribes to José Marie Marine and Marco Polo Del Nero in connection with the Copa Libertadores?

A Yes.
Q Starting when?
A In 2012.
Q How did you make those payments at first?
A Can you repeat the question?
Q At first how did you make those payments?
A The payments at first were originated the same as in the Teixiera days, out of CONMEBOL funds, CONMEBOL contracts and instructions were given to Nicolas Leoz and he would -instructions or a letter was given to Nicolas Leoz and he would give the wire instructions to CONMEBOL, send -- send the money or give the instructions for T\&T to send the money to Riccardo Teixiera's instructions.

And in the case of Marco Polo De1 Nero and Marin, they followed the same pattern and the instructions were also as I described before, like, unknown places. Unknown places in the central wire instructions.
(Continued on the following page.)

BY MR. NITZE:
Q Did the amounts, the bribe amounts that you were paying to Marin and Det Nero in connection with the Copa Libertadores change over time?

A Yes, sir.
Q When?
A It was decided in December of 2012.
Q And what was the change?
A I was in CONMEBOL offices in Asuncion, Paraguay, and I was approached by three soccer executives; Julio Grondona, Marco Polo Del Nero, and Jose Maria Marin.

Q And what, if anything, did Julio Grondona say to you?
A If I recall correctly, he said that Brazil is a powerhouse, that these two gentlemen were now occupying the executive position so now they have to split the money. So, \(\$ 600,000-\) - 300 each -- it was not enough to reflect the importance of Brazil. And he asked me with the other ones if we were willing to increase the amount to \(\$ 900,000\) per year for Copa Libertadores and Sudamericana --

Q And what response did you give?
A I agreed.
Q After that point, did the mechanism for making the payments to Del Nero and Marin in connection with the Copa Libertadores change in any way?

A Yes, sir.

Q How?
A In 2013, when they were to start collecting \(\$ 900,000\) per year, those funds came out -- they didn't come out anymore from CONMEBOL's treasury but out of sight companies that we created to pay these bribes. And, also, given bigger restricts in the financial markets and more controls and also more corruption in soccer that was appearing, it was more difficult to get the payment release, as 1 call, exotic or more difficult to reach locations. So, after long discussions, they changed instructions in order for those payments to be feasible.

MR. NITZE: Pub1ishing Government Exhibit 17 in evidence.
(Exhibit published to the jury.)
THE COURT: Just to let the jury know, we'11 probably take a 15-minute break at about 3:30.

Q Who is depicted here in Government Exhibit 17?
A This is the fierce competitor \(I\) was mentioning, Francisco Paco Casal.

Q And to remind us, what business, if any, did he have in the field of sports marketing and sports media?

A He started representing Uruguayan soccer players, then he continued to own the rights to a large number of Uruguayan soccer players, he started exporting them to Europe -- after paying very little, sending them very expensive -- and then he
went on to buy the Uruguayan national team sponsorship local league rights. And I think he has them -- he had them since the beginning of 2000 and he has them for the next decade. Q In the period after 2010, what relevance, if any, did Casal and his company have to your Libertadores contract, the T\&T contract?

A Casal, since late 2000, when Nofal was number one in Torneos, and continue year after year, was trying to get the dollar in Sudamericana rights. He was trying the beginning that both Nofal and me would betray Fox Pan American Sports and try to help move the rights to his company.

And when he realized that that was not going to happen, it would not happen with me, he started approaching directly the soccer officers, presenting offers without any economics sustained because he didn't have the infrastructure nor the distribution in Latin America to buy these rights. He was presenting offers in CONMEBOL, presenting personal offers to CONMEBOL executives. And he even offered me a bribe on a success basis if I could move the rights out of T\&T to him. Q Did you accept that offer?
A No, sir.
Q Turning to October of 2012, what steps, if any, did you take to address this competition from Paco Casal?

A Can you repeat the question, please?
Q Yes. In October of 2012, what steps, if any, did you
take in your role at Torneos to address the competition with Paco Casal?

A I requested once more for him to state in order to consolidate and regroup the forces and to combat Paco Casal.

Q Did Hugo Jinkis agree to help you?
A Yes, yes, sir.
Q And what did he do to help you?
A He organized breakfast in a hotel in Buenos Aires, Argentina, before a CONMEBOL executive committee that was set to take place at the Hilton Hotel in Buenos Aires, Argentina, in October 2012.

Q Where was this breakfast meeting organized?
A At the meeting room at The Faena Hotel in neighborhood name Puerto Madero, right in the middle of the city of Buenos Aires.

Q What, if anything, did Hugo Jinkis ask for in return for setting up this meeting?

A Hugo Jinkis asked me that he wanted to put his feet -- he wanted foot play to enter in Copa Libertadores, Copa Sudamericana business. Specifically, he told me that he wanted to participate in the international distribution outside the Americas; Europe, Asia, Africa. He wanted to participate in selling those Copa Libertadores, Copa Sudamericana TV rights to those continents.

Q So, was a breakfast meeting, in fact, held at The Faena

Hote1?
A Yes, sir.
Q Who attended the meeting, if you remember?
A I attended the meeting, Hugo Jinkis attended the meeting, Julio Grondona attended the meeting, Juan Ange1 Napout attended the meeting, Carlos Chavez.

Attended the meeting, Manuel Burga attended the meeting, Luis Chiriboga attended the meeting, Luis Bedoya attended the meeting.

And I don't remember in the case of Rafael Esquive1, and I don't remember in the case of Sergio Jadue, and I don't remember -- I don't think that anyone from Brazil went to that meeting.

Q What happened at that meeting?
A In that meeting, the executives, Hugo Jinkis, and myself reviewed the topics that CONMEBOL executive committee was going to discuss. And among the topics, one in particular related to Copa Libertadores and Copa Sudamericana. Q What was that topic?

A The topic was rejecting Paco Casal's offer that was put in place for those rights that were signed for us between CONMEBOL and T\&T. And in order to avoid that he comes after those rights when they expire at that moment in 2018, to extend T\&T contracts with CONMEBOL for four years. Q And in the context of the breakfast meeting at The Faena,
to what extent, if at all, did you make progress on that project?

A Everyone that was at that meeting agreed to go back later to the CONMEBOL executive committee at the Hilton Hotel a few blocks away and to vote favorably the extension of T\&T contracts or the extension of those rights.

Q Was Manue1 Burga among the officials that supported that?
A Yes, sir.
Q After the meeting, did you have a conversation with Manue1 Burga?

A Yes, sir.
Q Where?
A In the hallway outside the conference room where we held the breakfast.

Q And what, if anything, did he tell you during that conversation?

A He told me that he was happy collecting the bribes through Julio Jinkis and he didn't want to modify the way he was collecting the bribes, that he trusted them.

Q Had you asked him something about modification?
A Yes.
Q What did you ask him?
A At that time, Eladio Rodriguez and myself, we were checking with different presidents if they were comfortable the way they were collecting these bribes and confirming that
they were collecting them. And in some cases, we received the doubts or concerns regarding in particular Mariano Jinkis' tendency to speak too much and brag about the fact that was paying bribes to all of them. And these concerns made us reconfirm more.

And with Manuel Burga, I hadn't had the conversation on this matter ever specifically, so that's why I approach him.

Q Was that the only time that Manue1 Burga expressed support for Torneos and its partners as the rights holder to Libertadores?

A No, sir.
Q What other times? If you can, give some other examples of when that happened.

A My recollection, it happened twice. But my memory goes back to some other factor, which was it was in two dinners, one in the Hilton Hotel in June 2011 and another one in another restaurant in Puerto Madero later.

And my recollection recalls me that he was having little bit too much wine. And whenever he was having too much wine, he would speak as he wouldn't speak in regular circumstances where he was more careful. And he would show me gratitude and, like, Let's go, We are very happy with this, It has to continue for ever. These type of things; not speaking about bribes or contracts, only cheering.

And the only conversation I had about the bribes was the one I described in October 2012.

Q You indicated that there was an official CONMEBOL meeting scheduled around the same time or during the time period of the breakfast at The Faena Hote1. What meeting was that? A It was a CONMEBOL executive committee meeting.

MR. NITZE: Your Honor, this is another little topic, this meeting.

THE COURT: Let's take a break now. We'11 take our afternoon break, folks, for 15 minutes. And after that, we'11 go 'til 5:30.

THE COURTROOM DEPUTY: A11 rise.
(Jury exits.)
THE COURT: Everyone can have a seat. 15 minutes.
(Recess taken.)
(Continued on next page.)


(Sidebar ends; in open court.)
(Jury enters.)

THE COURT: Please be seated everyone.
Mr. Nitze, you may resume.
MR. NITZE: Thank you, Your Honor.
BY MR. NITZE:
Q Mr. Burzaco, when we left off, you testified about a meeting in 2012 at The Faena Hotel in Buenos Aires; remember that testimony?

A Yes, sir.
Q And were there any official meetings of CONMEBOL he1d around the same time?

A Yes, sir.
THE COURT: Hold on one second.
(Pause in proceedings.)
THE COURT: You can start again.
Q What official meetings, if any, of CONMEBOL were he1d around the time of that Faena breakfast you mentioned in 2012? A After breakfast, there was an executive committee meeting of CONMEBOL at Hilton Hote1 in Buenos Aires, Argentina.

Q Were you present for any part of that meeting?
A Yes, sir.
Q And for what purpose were you present?
A I was asked to go in when the executive committee was discussing the possibility to extend Copa Libertadores and

Sudamericana rights and entertaining Francisco Paco Casal's offer regarding those same rights and contracts that were already in place.

Q During the months after that executive committee meeting, were you ultimately able to secure contract extension for the Libertadores?

A Yes, sir.
Q And in which month was that, if you remember?
A It was approximately two months later, by December 2012.
Q I'm showing you a contract in evidence at 162. It should be in your binder. And if we could turn to 162 T , the version in Eng1ish.

MR. NITZE: I'11 publish, if I may, Your Honor, to the jury.

THE COURT: Yes.
(Exhibit published to the jury.)
A Yes, sir.
Q So, if I could ask you to read the title of this contract, 162T.

A Supplementary agreement to the agreements to assign broadcasting rights to Copa Libertadores America, America cup; the Copa Sudamericana, South American Cup; and the Recopa Sudamericana, South American Winner's Cup.

Q And turning to the last page, does that indicate when this contract was executed?

A Yes, sir.
Q What date is that?
A December 6, 2012.
Q Back to the first page, I'11 read Section \(C\) under the where as clauses: Furthermore, CONMEBOL acknowledges that since the year 2000, Torneos has produced for television the matches that are part of the Copas maintaining the highest international quality standard and has also ensured that the broadcasts of the matches do not include false or malicious comments related to CONMEBOL, its members, and the tournaments organized by CONMEBOL. These circumstances are highly valued by CONMEBOL and they he1p --
(Pause in proceedings.)
Q As a determining factor in its relationship with T\&T --
A Excuse me, sir, can you refer then to which paragraph are you reading?

Q Yes. I'm reading from Paragraph \(C\) on the first page of the contract.

A Thank you.
Q And the final paragraph, D, states that: Over the course of the past two years, the macroeconomic conditions in the region have been affected by revaluations of the various local currencies vis-à-vis the United States dollar.

And at the end of the paragraph it indicates: This is situation has led the clubs to request from CONMEBOL an
increase in the sums that they receive for their participation in the Copas.

And later, on that second page of the contract, after it says "therefore, the parties agree," what is indicated? What is the purpose of the subparts \(I\), ii, iii at the bottom of that page? What is set forth there?

A The I, ii, and iii are the increases in the contracts starting year 2013.

Q So, what was the purpose of this contract?
A The purpose of this contract was establishing increase between T\&T Sports Marketing and CONMEBOL, given a written clause already in place in CONMEBOL T\&T contracts that allow CONMEBOL to demand these increases every three years in the circumstances described, such as an improvement of marketing or economic conditions and I, ii, and iii are the increases set, and also iv and \(v\) and vi.

Q Have the value of the rights increased since the last contract was signed?

A Substantially.
Q To what extent was the U.S. market relevant to that increase?

A The U.S. market was relevant to that increase in the sense that at this moment in time, there is higher competition in the U.S. itself for soccer rights for the territory. And by this time, FIFA has awarded the rights for a long period of
time for the U.S. soccer territory and has left out the usual buyers of those rights for U.S. territory.

In other words, FIFA awarded rights for the U.S. to two companies, Telemundo and Fox, and left Univision, which was the broadest and largest Hispanic network, and ESPN out. So, now there was higher competition for rights for the U.S., soccer rights, since for the future eight years they were going to be out of soccer from FIFA. Plus, the launching in the U.S. of a network, network name being sports.

A11 that produce higher and higher competition, and that was the impact of the U.S. on these rights. And there was an impact itself within CONMEBOL because the economists in CONMEBOL region, in South America, it did improve in this period of years.

Q Turning to 165T in your binder in evidence --
A 165T?
Q Yes. First looking at the heading of the contract, which tournaments does this contract concern?

A This is a contract regarding Copa Libertadores, Copa Sudamericana, and Recopa Sudamericana.

Q And who are the parties to this contract?
A The parties to this contract are CONMEBOL and a 100 percent wholly-owned subsidiary of Torneos, TyC International.
(Continued on next page.)
(Continuing.)
Q And at the time -- well, let's look at the date on the last page. When was this contract executed?

A 20th of May -- sorry, December 20, 2012.
Q Before this contract was signed, what editions of the Copa -- of these club tournaments did T\&T already -- did Torneos already have the rights to?
A T\&T have all divisions until 2018 inclusive.
Q And then this contract pointing to the "Whereas CONMEBOL" paragraph, the last of the "Whereas CONMEBOL" paragraphs on the first page it says, "Whereas CONMEBOL after consulting with its executive committee and affiliated federations has approved the granting to Torneos of the respective broadcasting rights for four editions from 2019 to 2022 of the Copa Libertadores de America, Copa Sudamericana and the Copa Sudamericana."

And so what was the -- what did TYC International gain through this contract?

A It gained a four-year extension over those rights.
Q And through and including what year?
A From 2019 to 2022, included.
Q And turning to provision 3.3 it says, "conmebol grants ex nunc to Torneos the right of first refusal to renew this agreement upon expiration of the term hereof under the same terms."

And what do you understand a right of first refusal to mean?

A That the right of first refusal in this context with this contract means that Torneos had the right to match the best offer that CONMEBOL would seek six months prior to expiration and that was if compete -- if compete and have lost the competition, they still can match the highest bidder and give the rights.

Q Was this contract put out for bid, the renewal?
A No.
Q Section 2.1 indicates an amount to be paid. What is your understanding as to the meaning of that provision, 2.1?

A The provision in 2.1 sets the minimum price to be paid after the season 2018, which would be the highest of \(\$ 72\) million or the price being paid at 2018 plus 15 percent and this was like that because of the three-year macroeconomic loss that would kick in every three years. So in the previous '16, '17 and '18 there was going to be a subsequent potential renegotiation of price.

Q And based on your years of experience in the sports media and broadcasting field, did this contract maximize the value of the rights that CONMEBOL possessed?

A No, sir.
Q Why not?
A Because signing such a long-term contract in the context
of more competition and growing and including the
macroeconomic circumstances in South America, it was
definitely bad for CONMEBOL and good for the counterpart.
Q This is the Spanish language version of 165. Directing
your attention to these initials here, do you recognize those
initials?
A That's my signature.
Q And whose signature is this here?
A Julio Grondona.
Q Do you recognize the other signatures?
A I do not.
Q Just so the record is clear as to which -- I was pointing
my pen first on the last page of 165 , to the second signature
from the left. And is that your signature?
A Yes, sir.
Q Moving my pen to, I guuess, the second in from the right,
again it looks like a mashed --
A That's Julio Grondona's.
Q That's Julio Grondona?
A Yes, sir, that's Julio Grondona.

THE COURT: Mr. Nitze, I want to remind you to use the microphone as much as possible. The Court reporters are having a little difficulty hearing you.

THE WITNESS: Excuse me, but the TV screen also went out again.

THE COURT: Okay, go ahead.
THE WITNESS: But I see it here.
BY MR. NITZE:
Q So now directing your attention to Exhibit 164 in evidence and I will -- let's go to 164-T, the English language version --

A Yes, sir.
-- in the first paragraph -- there's -- the first paragraph addresses the parties to the contract. And who do you understand the parties to the contract to be?

A The parties were, on one side, the CONMEBOL and the other side TYC International and Full Play Group.

Q And Full Play Group, is that the Argentine company you testified about earlier?

A It's the Argentine marketing agency testified to.
Q And who -- at the time that this contract was signed, who owned Full Play Group, who led the company?

A Hugo and Mariano Jinkis.
Q And the top of the agreement indicates a date where I'm putting my pen, the first line of the agreement. Do you see that?

A Yes.
Q What is the date?
A December 20, 2012.
Q And the title of this agreement is Agency Agreement.

What do you understand the purpose of this agreement to be?
A The purpose of this agreement was the same purpose I explained before, spinning off, excluding the international rights outside of the Americas of these tournaments, Copa Libertadores and Sudamericana and with those rights Asia, Europe, Oceana and Africa could create a separate contract where Full Play would 1 and and start having a business opportunity over Copa Libertadores and Sudamericana rights. Q Now turning to the Spanish language version, 164 in evidence, the last page of the document all the way at the right. Do you recognize the signature to the far right? A Yes, sir.
Q Whose signature is that?
A Mine.
Q And just moving in one over to the left from yours, there's a name written under a signature. Can you read that name?

A Mariano Jinkis.
Q And moving one over still further to the left from that on the bottom third one in do you recognize that signature? A Yes that's Julio Grondona's signature.

Q And on the first page there's also an initial all the way on the far right, there's an initial. Do you recognize that initial?

A Yes, it's mine.

Q Now, during this period in 2012 directing your attention to 2012 and after, what steps if any did you take to confirm that Juan Angel Napout was receiving bribes in connection with Copa Libertadores?

A During the years 2013 and 2014 Juan Ange1 Napout would come regularly to Buenos Aires, Argentina and I would have different meetings with him and in said meetings we discussed the subject more than once.

Q And during those meetings what concern if any did he express with respect to the way he was receiving bribe payments?

A He was concerned in particular about Mariano Jinkis and his being prone to speaking too much and he mentioned me that he wanted to manage his own things like Julio Grondona and that maybe Eladio would be safer or more trust -- a person who he can trust better or more and it was debating himself whether to change and usingn Full Play as intermediary to collect the price to using Eladio's help.

Q Did he change those instructions at that time?
A No. No, sir.
Q And when Mr. Napout would come to Argentina, in what context would you see him?

A Many times in the context of having meetings with me and then going to Julio Grondona's house. I'm talking about 2013 and the first months of 2014. Going to Grondona's house,
having conversations among the three of us and those conversations to a great deal were regarding politics and his desire to become the next CONMEBOL president.

Q Whose desire to become the next CONMEBOL president?
A Juan Angel Napout, sir.
Q And based on your experience why would someone seeking the presidency of CONMEBOL meet with Julio Grondona?

MS. PINERA-VAZQUEZ: Your Honor -- never mind.
THE COURT: Go ahead.
A Can you repeat the question, please?
Q Yes. Based on your experience and your years working closely with Julio Grondona, why would a soccer official hoping to reach the presidency of CONMEBOL seek out Julio Grondona?

A Because he was the most important authority in CONMEBOL.
All important decisions run through him. At that point in time, 2013 beginning of 2014, Teixiera left and he grew in relative terms in power and he was a key maker.

Q Did Juan Angel Napout have a driver, to your knowledge?
A Yes, sir.
Q How do you know that?
A Because I've been driven by Juan Angel Napout by that driver both in Ascension, Paraguay and in Buenos Aires, Argentina.

Q Would he use a different car depending on which of those
countries he was in?
A No, the same car.
Q What kind of car, if you know?
A It was a black SUV with a Paraguayan plate.
Q How would Juan Ange1 Napout trave1 to Buenos Aires general1y?

A Generally he would travel by plane, from Ascension to Buenos Aires; sometimes commercial airlines and sometimes private plane.

Q And how about the driver?
A No, the driver wouldn't come in the plane. The driver would come in the car all the way from Ascension to Buenos Aires -- Paraguay.

Q How long is the drive from Ascension to Buenos Aires?
A Very long.
Q How long is very long?
A Depending on the traffic, but 15 hours or more. You have to cross the borderline and get into the city of Buenos Aires. It's a long drive.

Q And based on your observations did the driver handle any other functions for Juan Angel Napout besides driving?

A Yes, sir.
Q What functions is that?
A During Grondona's last year and a half of life, he would bring cash to Julio Grondona.

Q And based on your discussions with Julio Grondona, do you know what that cash was for?

A Yes, sir.
Q What was it?
A Julio Grondona, as other members of the CONMEBOL executive committee, received a monthly fee, official fee, for his duties at the CONMEBOL board, CONMEBOL executive committee, and at that time there were severe restrictions in the early time for an exchange market to bring dollars to the country and there was also -- the government was, like, taking away 50 percent of your -- 50 percent, nearly, of the total funds in the conversion from dollar to pesos.

So Grondona would try to get his dollars in some other fashion in order not to -- these were official payments, official dollars, so the driver would bring the set amounts.

Q What type of currency?
A U.S. dollars.
Q And just to be clear, these were not bribe payments; correct?

A No, these were not bribe payments.
Q During roughly what period of time would the driver bring cash to Buenos Aires?

A I recall during 2013-- can you repeat the question, please?

Q Yes, during which time period did you observe the driver
bringing cash for Julio Grondona?
A During the period of the last semester of 2013 and that's
the period that \(I\) remember most clearly.

MR. NITZE: If I could publish, Your Honor,
Government Exhibit 72 in evidence.
THE COURT: All right, go ahead.
(Exhibit pub1ished.)
Q Do you recognize that photograph?
A Yes, sir.
Q Who is that?
A Juan Angel Napout's driver.
Q Do you recall his name?
A I don't recall his name.
Q Did you at one time know it?
A At one time \(I\) knew it, but \(I\) don't remember it.
Q Government Exhibit 63 in evidence.
(Exhibit published.)
Q Do you know who that is?
A Yes, sir.
Q Who is that?
A Daniel Pelligrino.
Q And who is Daniel Pelligrino?
A He was Grondona's secretary before 2010.
Q Did he perform any other functions for Mr. Grondona?
A Yes, sir.

Q What other functions?
A Collecting cash for him by -- cash packages with bribes.
Q To your knowledge did he ever serve as a driver for Mr. Grondona?

A I don't recall.
Q Government Exhibit 24 in evidence.
(Exhibit published.)
Q Who is that?
A Alexandre.
Q Do you know Alexandre's last name?
A I knew it, but I don't remember it.
Q And who is Alexandre?
A Alexandre is a person that I have seen many, many times since the first time I met Riccardo Teixiera, president of the Brazilian Soccer Federation and he will travel with Riccardo Teixiera mostly to every destination I've seen Riccardo Teixiera in and he will always carry his bags and his papers and be behind him.

And then later I saw him again in April 2012 when Jose Maria Marin and Marco Polo Del Nero arrived in Buenos Aires, Argentine and they have taken over Teixiera's positions in FIFA, CONMEBOL and Federation de Football and he was there with them and he continued performing a similar task including providing Eladio with -- sometimes with wire instructions for the bribes. Copa Sudamericana and I'm going to direct your attention to a different term, the Copa America. What is the Copa America? A Copa America is the tournament organized by CONMEBOL that brings together all the national teams of the soccer associations member of CONMEBOL, the ten soccer associations national team get together in a hosting nation and play among each other at the Copa America cup.

Q You have testified earlier about some meetings that you had with Hugo and Mariano Jinkis in late 2009. Do you remember that testimony?

A Yes, sir.
Q During those meetings what, if anything, did the Jinkises te11 you about the Copa America?

A The Jinkises in those meetings, the series of meetings at the beginning of 2010 put me very clearly that the outcome, the outcome, that had the Copa Liberatadore rights in the sense that they were not terminated, was not going to be what would happen with Traffic's rights regarding Copa America's contract with CONMEBOL.

Q When you say Traffic's rights, what do you mean by that? Again, what role did Traffic have at that time with respect to the Copa America?

A Traffic had a long time, long-term contract with CONMEBOL
holding TV rights and sponsorship rights worldwide for Copa America tournaments.

Q And what, if anything, did the Jinkises indicate they planned to do with respect to that tournament?

A They planned to influence the group of presidents that were working together with them, this group of six in order for them to push the termination, the early termination, of Traffic CONMEBOL contract for Copa America rights and then CONMEBOL would turn around and sign a long-term contract with Full Play.

MR. PAPPALARDO: Could we get a year, Your Honor? BY MR. NITZE:

Q At what time did these conversations take place, what years?

A These conversations took place end of 2009 and the first quarter of 2010.

Q From an economic or commercial standpoint, how did they propose to convince CONMEBOL to break the Traffic contract?

A By March/April 2010 I learned the terms. The terms were basically to pay CONMEBOL a fee for those rights that Traffic held of \(\$ 60\) million per tournament edition and to pay, bribe, officials or bribe executives within CONMEBOL \(\$ 50\) million, that's their budget, in order to get them to approve the long-term contract between Full Play and CONMEBOL. Q Now, with respect to the 60 million, did that represent
an increase over the existing contract?
A Yes, sir.
Q How much of an increase?
A A huge increase. I understand, if I recall correctly,
Traffic was paying CONMEBOL for each CONMEBOL Copa America tournament approximately \(\$ 25\) million per edition and this was proposing -- it was proposal of paying CONMEBOL \(\$ 60\) miliion per edition.

Q And with respect to the the bribe payments, what, if anything, did the Jinkises tell you about the proposed allocation of the bribe payments?

A They explained me that they came out -- came up with a budget of \(\$ 15 \mathrm{million}\) in bribes. In other words, 60 plus 15 , totalling 75. And this \(\$ 15\) million in bribes they allocated in their budget \(\$ 6\) miliion for the group of six presidents, the presidents of soccer associations and members of CONMEBOL executive committee and \(\$ 9\) million for the three key leaders and decision makers in CONMEBOL. Its president, Nicola Leoz Paraguay, the Brazil lead, Riccardo Teixiera, president of CBF and Julio Grondona president of Argentine Soccer Association. Q And the six prsidents when you're referring to that group of six those are -- which presidents are those?

A Those presidents are Rafael Esquive1, Luis bedroya. Luis cheat, manue1 burgas, Carlos Chavez and Juan Ange1 Napout. Q Now in the first quarter of 2010 when you were having
these discussions with the Jinkises, what editions of the Copa America tournament at that point were they planning to acquire the rights to?

A They were planning to acquire --
MS. PINERA-VAZQUEZ: Your Honor, I'm going to object to the vague. Can we have who it is? Was he talking to both Jinkises or one Jinkis? The "they" and the "we" are ambivalent. I'm going to object to vagueness.

THE COURT: Be a little bit more specific. I think it will be helpful in the long run.

Q During these conversations were you speaking with one or both of the Jinkises that you've identified?

A In some conversations I was speaking with us Hugo Jinkis and in some conversations I was speaking with both Jinkises, Mariano and Hugo Jinkis. I don't recall at that moment in time having an exclusive conversation with Mariano Jinkis. Q And, again, what was the role -- what was the relationship of those two, Mariano to Hugo Jinkis?

A Mariano was Hugo Jinkis' son.
Q And what was their position in connection with the company Full Play?

A Yes. They were the owners of Full Play Group.
Q And so what assistance, if any, did the Jinkises ask of you and Torneos in connection with the bribes that he just described?

A By Apri1, May of 2010 the Jinkises, Hugo Jinkis, to be more precise, asked me to obtain Nicholas Leoz, Julio Grondona and Riccardo Teixeira's support to terminate the Traffic contract and to get the 1 ong-term contract with Full Play.
(Continued on the following page.)
(Continuing)
Q And to what extent, if at all, was the payment of bribes to be a part of that discussion with them?

A To a full extent. The proposal was, and it was pretty widely spoken, 60 plus 15. And in the case of Nicolás Leoz, Julio Grondona, Riccardo Teixeira, the proposal was to get each one of them paid \(\$ 3\) miliion per Copa America edition. Q And at that time, who was going to cover the cost of those bribes?

A The economic cost was going to be covered by Full Play. And the contract was going to be Full Play.

Q And what, if anything, did Hugo Jinkis tell you about the timing of those, the proposed bribe payments?

A He explain me that he projected in the case of the group of six presidents, paying them 50 percent at the moment that his contract got signed and 50 percent before the first Copa America edition in said contract.

In the case of the three big decision-makers, Leoz, Teixeira and Grondona, the proposal was to pay them \(\$ 1\) miliion at signature and the remaining \(\$ 2\) miliion further before the first Copa America edition took place.

Q Did you agree to the proposal?
A I agreed to extend the proposal to Leoz, Grondona and Teixeira.

Q And what benefit, if any, was there to you and your
company in agreeing to that?
A I requested Hugo Jinkis to extend Torneos the Argentine territory rights in case he would obtain these Copa America worldwide rights.

Torneos was acquiring the Argentina territory rights for that case from Traffic and I didn't want that with this change of conductor or owner of Copa America rights, Torneos would be left out without the rights that were originally acquiring from Traffic. So, I asked him to make a long-term contract with Full Play and Torneos regarding Copa America rights in the case he got the rights.

Q And when you say Argentine territory rights, what does that mean? What are you referring to?

A I'm referring to the TV rights, exclusive TV rights for the Argentine country.

Q So, to broadcast the tournament in Argentina?
A Correct, yes. To broadcast the tournament.
Q Was there a World Cup held in 2010?
A Yes, sir.
Q Where?
A In South Africa.
Q Did you go?
A Yes.
Q Why?
A I would attend all big FIFA gatherings and I was also a
soccer fan. Torneos was producing World Cup matches for broadcasters in Argentina and for broadcasters around the globe, and there were going to be also FIFA executive committee meetings and CONMEBOL congresses and FIFA congresses taking place before the World Cup picks up.

Q Did Julio Grondona travel to South Africa for the cup? A Yes.

Q Would you see him there?
A Yes.
Q Did Luis Nofal travel to South Africa for the Cup?
A No.
Q Why not?
A Because at the end of March 2010 he died.
Q Did you meet with Julio Grondona in South Africa?
A Yes, sir.
Q And did you discuss the plan for the Copa America that the Jinkises had proposed to you?

A Yes, sir.
Q And what, if anything, was his response to that?
A That before a final decision, before a final decision, he, he needed to consult Riccardo Teixeira and get Brazil, slash, TV G1obo's support.

Q Was Riccardo Teixeira in South Africa?
A Yes, sir.
Q Did you see him there?

A Yes, sir.
Q And to what extent, if at all, did he join conversations with you and Julio Grondona on the subject?

A We had a specific meeting at the Michelangelo hotel in Julio Grondona's room about the subject.

Q And what was discussed at that meeting?
A It was discussed at that meeting the 60-plus-15 proposal and the \(\$ 3\) million to each of the big decision-makers at CONMEBOL as bribe payments.

Q And what agreement, if any, did you reach with the two of them?

A They communicated me that with two conditions present they were on board.

Q What were those two conditions?
A One, at that point the first edition of the Full Play contract would be 2015 , and that the 2011 contract that was and the 2011 edition that was going to take place one year later in South Africa 2010, would be still included in the Traffic CONMEBOL contract; that was, that Traffic would finish its 2011 edition.

And the second condition was getting G1obo's support and getting G1obo a 1ong-term contract for the Brazilian territory for the Copa America rights for the Brazilian territory.

Q And during that meeting what agreements, if any, did you
reach with respect to the payment of bribes?

A Well, that maybe was the first condition present, to those two conditions present, in the sense that they were expecting to collect \(\$ 3\) million; \(\$ 1\) million in the period the six months after the World Cup and the two remaining miliion dollars, \(\$ 2\) million each, before Copa America 2015. And that that agreement would keep being in place for any future Copa America edition that would take place within the Ful1 Play contract.

Q Now, at that point, who was the owner of Traffic?
A Jose Hawilla.
Q Did you see Jose Hawilla in South Africa?
A Yes, sir.
Q And based on your observations, what was he doing there?
A He was running around the Michelangelo hotel and trying to lobby together with his top executive Julio Maris many CONMEBOL executives including but not limited Riccardo Teixeira.

Q During the World Cup in South Africa, what was the state of Full Play's effort to reach a contract agreement with CONMEBOL, if you know?

A If I recall correctly, demands prior to South Africa, there was a preliminary agreement within CONMEBOL to sign an agent's contract with Full Play for the Copa America rights, markets sponsorship and TV rights, and at World Cup 2010 in

South Africa there was a contract, an agency contract, between CONMEBOL and Full Play setting all the terms and conditions that point I remember a couple of presidents within the Group of Six were trying to collect signatures to put them in play -- put that contract into execution in valid, in place. Q So, you referenced an agency contract.

Just briefly, how if at all, was the structure of the contract to be different from the one with Traffic? A The agency contract --

MS. PINERA-VASQUEZ: Your Honor, which agency contract? I'm sorry? Between who?

Q With respect to the contract between Full Play and CONMEBOL.

MS. PINERA-VASQUEZ: Your Honor, I'm going to object to foundation. I'm not sure what Mr. Burzaco would know about Full Play unless somebody told him.

THE COURT: I think there's been a fair amount of testimony about his role in this.

But if he can answer the question.
MS. PINERA-VASQUEZ: My objection is to foundation.
THE COURT: Overruled. Overruled.
Go ahead.
Q At that time, did you have an understanding about what the structure of the contract between CONMEBOL and Full Play was to be?

A Yes, sir.
Q And how is it that you had that understanding? Based on what?

A Because I asked Torneos's lawyer to authorize and supervise and check what type of contract they were putting in place in order to advise Grondona if it was a contract more or 1ess.

MS. PINERA-VASQUEZ: Your Honor, I'm going to object to hearsay. Hearsay. The lawyer is advising.

THE COURT: Overruled.
MS. PINERA-VASQUEZ: Before he testifies, Your Honor, objection to hearsay.

THE COURT: Overruled.
Go ahead.
THE WITNESS: Can you repeat the question? I don't know if I answered. Q Yes.

What was your understanding based on the executions that you had of the structure of the Full Play contract they were working on with CONMEBOL for the Copa America rights? A It was an agency contract between Full Play and CONMEBOL. I learned about it through my lawyer and I learned about it because I saw the contract in South Africa going from coffee table to coffee table, and they gave it to me in order to seek Riccardo Teixeira's and Nicolás Leoz's and Julio Grondona's
signature after I maintained the conversation to get to them \$3 million each, per Copa America, in bribes starting the first payment in the second semester of 2010.

Q Okay. And what is the difference between --
MR. NITZE: I'11 move on from that.
THE COURT: Let me ask one question for
clarification. You used the term semester frequently.
What do you mean by semester?
THE WITNESS: By semester \(I\) mean the first six months or the second six months of the year.

THE COURT: Okay.
Go ahead.
THE WITNESS: Is it wrong?
THE COURT: No, it's different than, I think, how it is often used in the United States. Often it refers to a period of time for school, for example. So, it is just a different use of it.

THE WITNESS: Okay. Sorry. Sorry, Your Honor.
THE COURT: No, no, not at all.
THE WITNESS: Semester.
THE COURT: I think technically you are correct. Q You gave some testimony a moment ago about people going around with a contract.

What did you mean by that, exactly? What did you observe?

A Members of the Group of Six trying to gather signatures among other members of the Group of Six and other presidents that were not part of the Group of Six, and giving me the contracts at some point to get Leoz, Grondona and Teixeira's signature on it.

Q And this contract that you're referring to that you saw, was a contract between which parties?

A CONMEBOL and Full Play group.
Q And I think you indicated that the form of the contract was an agency agreement?

\section*{A Yes, sir.}

Q And what do you mean by that?
A Agency I mean referring to a straightforward purchase of rights.

It's a contract where an agent, in this case
Full Play, represents in this case CONMEBOL, selling sponsorship and selling TV rights, offering CONMEBOL a minimum guarantee and sharing in a larger proportion to CONMEBOL, and in a small proportion to the agent, the revenues above that minimum guarantee.

While Traffic's contract was a pure acquisition of rights for approximately \(\$ 25\) million and all the upside, up and above \(\$ 25\) million, was kept for Traffic's benefit.

Q After the World Cup in South Africa in 2010 what steps, if any, did you take in connection with the Copa America
project you've been describing?
A I got Torneos's contract signed, long-term contract with Ful1 Play and CONMEBOL. And I got Globo a contract for the Copa America rights between CONMEBOL, Full Play and Globo for the same, for similar terms to the Full Play CONMEBOL.

In other words, the condition of getting rights for Torneos for Argentina and G1obo for Brazil was fulfilled and then the bribe payments that started.

Q And what steps, if any, did you take in connection with the bribe payments?

A First, the first we paid was Julio Grondona. We paid him \$1 million out of -- on behalf of Full Play.

Q And what about Nicolás Leoz?
A We paid him \(\$ 1\) million.
MS. PINERA-VASQUEZ: Your Honor, I'm going to object again because he's using the royal word "we" and he's not being specific who was paying. There's sonly one person there.

THE COURT: Okay, it is his answer, you can cross-examine him.

I think the question was what about Nicolás Leoz, so just go ahead and answer that question.

Overruled.
A By the end of 2010 we will also pay Nicolás Leoz. And when I say "we," I say Torneos Cempetencias with funds
provided by Full Play group by selling at the marginally lower price, the Copa America rights for the Argentina territory.

Q And what about Riccardo Teixeira?
A In the case of Riccardo Teixeira we delay until January 2011.

Q And what happened -- did you ultimately pay, make a payment to Riccardo Teixeira?

A Can you repeat the question, please.
Q Yes.
In the case of the money owed to Riccardo Teixeira what steps, if any, did you take in connection with that money?

A Regarding the money owed to Riccardo Teixeira we received instructions from Riccardo Teixeira and from Julio Grondona to get that \(\$ 1\) million paid to Julio Grondona instead of to Riccardo Teixeira.

Q And what reason, if any, were you given by Julio Grondona for paying the \(\$ 1\) miliion for Teixeira instead of Grondona? A I was called to Grondona's apartment in the City of Buenos Aires in January 2011 and he had a telephone conversation with Riccardo Teixeira. And when he got off he told me that the \(\$ 1\) million owed to Riccardo Teixeira should be paid to him.

Q And what reason, if any, did he give you for that?
A He told me, he explained me that Riccardo Teixeira owe
him \$1 miliion because Julio Grondona voted for Qatar 2022 as the hosting nation of the World Cup.

Q And based on your conversations with Julio Grondona, which CONMEBOL officials were to receive money for their votes in connection with the Qatar selection?

A Riccardo Teixeira, Nicolás Leoz and Julio Grondona himself.

Q Now, when you refer to this vote for Qatar 2022, what are you referring to?

A I am referring to the voting that took place 45 days before in Zurich, Switzerland at FIFA deciding Qatar. Qatar was going to be hosting nation of FIFA World Cup 2022.

Q And just briefly, based on your experience, what is the process for the selection of a host country for the World Cup?

A Briefly, there is a prequalification among potential bidders and once the prequalification is finished, the qualified bidders make a final full presentation to FIFA executive committee members. And the total number of FIFA executive committee members at such time get together and vote, and the country that receives the majority of votes ends up being elected to be the hosting nation.

Q And in December of 2010, was there a vote in connection with host countries for the World Cup?

A Yes, sir.
Q Which editions of the cup were up for a vote in

December of 2010?
A There were two editions to be decided together by FIFA executive committee. FIFA World Cup 2018 and FIFA World Cup 2022.

Q Where was the vote held?
A In Zurich, Switzerland.
Q Where were you at the time of the vote?
A In Zurich, Switzerland.
Q And at that time which members of the CONMEBOL sat on the FIFA executive committee with a vote on that matter?

A Nicolás Leoz the president of CONMEBOL, Riccardo Teixeira from Brazil and Julio Grondona from Argentina.

Q Before you went to Zurich, did you have an understanding of how those three members were going to vote?

A Yes, sir.
Q And what was that understanding based on?
A It was based on Julio Grondona sharing and them -- I mean, Julio Grondona, Riccardo Teixeira and Nicolás Leoz sharing their intentions to other CONMEBOL members at CONMEBOL's executive committee, and to myself and many other commercial agents or companies that were around the CONMEBOL world. It's not, it was not like a private thing.

Q And what plan did they have in terms of how they were going to cast their votes?

A They were going to vote for the combined offer of

Spain-Portugal for World Cup 2018. That World Cup was bid among European countries. And they said that they were, the CONMEBOL and them were going to vote for Spain-Portugal. And in the case of 2022 they were going to vote for Qatar.

Q And what rationale, if any, was given for that plan?
A Well, the rationale was that Spain-Portugal approached CONMEBOL and executive committee members, FIFA executive committee members of CONMEBOL, Leoz, Teixeira and Grondona and Spain-Portugal explained them that they had made an internal agreement with Qatar authorities to syndicate votes and whoever votes for one, should vote for the other one, and in that combination both Spain, Portugal for 2018 and Qatar would get the majority of votes by combining efforts for one World Cup election and for the other World Cup election.

Q And what, if any, was the appeal of a Spain-Portugal hosting of the cup?

A Spain is one of the most attractive places in Europe to organize a World Cup for many organizational reasons and weather reasons and the passion for soccer in Spain, but also Spain and Portugal are, in some way, they are mother nations of all countries in South America.

Q Did the rationale of linking Spain-Portugal to Qatar make sense to you?

A No. It didn't make any sense because they were only 24 members of executive committee voting. They had the power and
if Spain-Portugal would have received an answer we are fine, we are going to vote for you but we don't care and we don't think that Qatar is the best alternative, they would have been very happy anyway. So, voting for Qatar as a consequences of voting Portugal-Spain, I don't think it make sense not to me, but to anyone. As a rationale.

Q Based on your discussions with Julio Grondona, how much did he indicate he and Leoz and Teixeira were expecting to receive in connection with their vote?

THE COURT: Speak into the microphone.
Q Based on your conversations with Julio Grondona, what understanding, if any, did you have about how much he was expecting to receive -- how much he and Teixeira and Leoz were to receive in connection with that vote?

A As of January 2011 when I had this conversation, he didn't express me how much was the total he was going to receive.

Q But with respect to the million that came from Riccardo Teixeira, how did that relate, if at all, to the vote? A He explain me that that million was part of the total money committed, promised to him, for him voting for Qatar 2022.

Q Which country was selected for the 2018 cup?
A Russia.
Q And ultimately, which country was selected to host the

cup good for Torneos?
A No. Bad.
Q Why?
A Because Torneos was going to hold the TV rights for 2018 and '22. We were negotiating and signing with FIFA together with Televisa, long-term contracts for those World Cup rights, and we expected the U.S. to be the winner of 2022 , the time zone was going to be better. Most of the advertising sponsors in Latin America are U.S. multinational companies and also, from a personal standpoint of view, we would rather come to the U.S. to watch a World Cup than go to Qatar. But that is a persona1, personal interest.

Q After you were directed to give -- pay the miliion dollars to Julio Grondona in 2011 in connection with that vote, did Julio Grondona refer again to the voting agreement with respect to Qatar?

THE COURT: Use the mic.
A Yes, sir.
Q When?
A In a FIFA gathering for international event in
Rio De Janeiro in 2011.
Q What happened?
A I was with Julio Grondona at the Copacabana Palace at the first floor and he ran into a group of Qatari people, people from Qatar, which I never saw before.

And Grondona apparently knew them and he started from zero, insulting them and complaining. And telling him that his name is all over the newspapers in the world and he is having to give explanations in Argentina and to Argentine law men as if he collected \(\$ 80\) million in bribes for Qatar 2022 positive vote.

And basically, Grondona told them, you either pay me \(\$ 80\) million and \(I\) cash them in or you issue me a letter by print or by top authorities saying that you never pay me a bribe.

Then we continue walking to his room and he was very angry and anxious and he said, like in bad words, that Teixeira and Sandro Rosell have fooled Leoz and him because they enter into all these mess and scandal for only one-and-a-half million dollars and they kept the remaining seventy-five. In some way. And that's what he said about it.

And later, the Qatari authorities gave him a big letter, which he would use to defend that he didn't collect the bribe.

Q Do you know, in fact, whether there was any truth to the press accounts that Julio Grondona was complaining about? A No.

Q So, returning to the Copa America.
After the \(\$ 3\) million, one for Teixeira, one for Grondona, one for Leoz, how much did you still owe each of
them in connection with the Copa America? For the next edition?

A For the 2015 edition we were owing them \(\$ 2\) miliion each to be paid before June 2015 when the Copa America was going to start. The Copa America, I mean the Copa America included in the Full Play CONMEBOL contract.

Q And in early 2011 what discussions, if any, did you have with Hugo Jinkis regarding the Copa America?

A Basically --
MR. PAPPALARDO: Could we get a context, Your Honor, time?

THE COURT: Why don't you put a time frame.
MR. NITZE: I think I said in early 2018.
THE COURT: You did, sorry.
A In the months previous to Copa America 2011, that started in June 2011, I had a couple of conversations with Hugo Jinkis and he was worried that during the Copa America 2011 Hawilla would achieve that his contract with CONMEBOL that was still in place, although other one was also still in place, the agent, would survive and that Traffic would keep 2015 Copa America.

Q When did he express that concern to you?
A Around Apri1, May, 2011.
Q And what, if anything, did Hugo Jinkis tell you about the payments of bribes to members of the Group of Six in
connection with the Copa America?
A He confirmed with me that the payments to Traffic -sorry Traffic - - to Teixeira, to Julio Grondona and to Leoz were made, and he told me that in his case there were some presidents of the Group of Six that were putting pressure and that they had paid the full amount of the 1 million instead of paying them only 500,000 and the other 500,000 before the Copa America 2015.

Q Who confirmed the payments to Grondona, Teixeira and Leoz?

A Me. I confirmed to Hugo Jinkis that the payments to these three executives were already done.

Q Was there a Copa America held in 2011?
A Yes, sir.
Q Where?
A In Argentina.
Q And so at that time, for that cup, who had the media marketing rights to the --

A Traffic.
Q And at that time owned by still Jose Hawilla?
A And owned by Hawilla.
Q What steps, if any, did you observe him taking to try to protect his contract at the Copa America?

A He stayed for most of the Copa America in Buenos Aires Argentina. He traveled around the country during the
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Copa America days, and he was loading, he was trying the soccer executives in CONMEBOL to keep his contract alive to get the 2015 edition for Traffic. And he was already with, he already had the knowledge of the 60-p1us-15, and he was saying he was willing to match the terms of paying \(\$ 60 \mathrm{million}\) minimum guarantee and \(\$ 15\) miliion in bribes.
(Continued on following page.)

BY MR. NITZE: (Continuing.)
Q And after the Copa -- what time of year is the Copa America hosted in Argentina in 2011?

A If I remember correctly, it started the beginning of June and finished by the end of June, maybe end of June 2011. Q And after the cup finished, what further steps, if any, did Hawilla take to defend his contract?

A After the cup finished, if I recall, around August 2011 CONMEBOL issued a letter or a final decision notifying Traffic that its long-term contract with CONMEBOL would not run further in time, that he had no 2015 edition, no right whatsoever to continue marketing those contracts.

Q How do you know that?
A Because it was an official decision by CONMEBOL. It was notified to -- to Traffic and Full Play and it was also going to get that done.

Q And after that notification, based on your knowledge, what steps if any did Hawilla take to defend his contract?

A Some moment later in the year 2011 he started a lawsuit, a claim, in the State of Florida, the United States.

Q Were you named in the lawsuit?
A No, no, sir.
Q Was Torneos named in the lawsuit?
A No.
Q Was that lawsuit of any significance to you?

A Yes.
Q Why?
A Because I understood that by that time that Hawilla was out of his mind starting a lawsuit in the U.S., having paid bribes for his entire life and to -- for the CONMEBOL rights and I thought that that would make a chain, a domino effect and have negative consequences on T\&T and the bribes that we were paying at T\&T with the international U.S. company of Soc Sports to a number of soccer officers in the CONMEBOL region, in nearly all countries in South America.

Q To your knowledge, was the lawsuit -- do you know who the defendants were in the lawsuit, the Traffic lawsuit?

A The accused?
Q Yes.
A The counterparty was CONMEBOL, Ful1 Play and the soccer associations -- I don't remember all the accused parties, but I remember CONMEBOL and Full Play for sure.

Q Were you -- to your knowledge was that lawsuit settled?
A Yes, it was settled.
Q And to what extent, if at all, were you involved in the settlement discussions?

A To a great extent.
Q And what agreement was reached ultimately, what settlement agreement?

A There was an agreement reached by first quarter of 2013
between Full Play Group, Torneos and Traffic to share the Copa America business, and within the context of sharing the business, terminate -- Traffic would terminate and settle the claims that started in Florida.

MR. NITZE: I'm going to change out this demonstrative, Your Honor.

Q Pubiishing Government Exhibit 41 in evidence.
(Exhibit pub1ished.)
Q Who is depicted in Government Exhibit 41?
A Jose Hawilla, owner of Traffic.
Q We've seen this one before, but Government Exhibit 47 in evidence?
(Exhibit published.)
Q Who is that?
A Hugo Jinkis, the owner of Full Play Group.
Q Exhibit 48 in evidence.
(Exhibit published.)
Q Who is that?
A Mariano Jinkis, son of Hugo Jinkis from Full Play Group.
Q Government Exhibit 12.
(Exhibit published.)
A That's me.
Q And at the time of the settlement discussions -- say 2012 to 2013 during those years, what was your position at Torneos? A I was Torneos' chief executive officer. I was also a 20
percent shareholder at that time.
Q During what period of time were you involved in settlement discussions in connection with the Traffic lawsuit?

A Approximately between November 2012 and the end of March 2013, I was involving in agreeing the shareholders terms and conditions and their settlements and then drag two months more in the documentation and the contracts.

Q And what was the structure of the agreement that was reached?

A In order to reach an agreement and in order to get Traffic to settle the claim, we agreed to modify the Full Play/CONMEBOL agency contract and to turn it into a straight purchase of rights contract.

Q When you say "we" --
A I mean Full Play, Mariano and Hugo Jinkis. Torneos \& Competencias represented by me, Alejandro Burzaco, and Traffic represented by Hawilla and other members of the Traffic organization.

Q So these three companies here are depicted on the demonstrative board?

A Yes, sir.
Q And with respect to those three companies -- well, why did Torneos factor at all in these discussions?

A Because after South Africa World Cup we started to improve relationship again with Julio Grondona and the fact
that he broke Argentine Soccer League contracts and we felt that Full Play was getting the best deal that could be achieved in CONMEBOL and probably out of greed, I told Full Play that if he wanted to keep Torneos and Grondona supporting him they have to let Torneos come in as a partner and also run the production side of the business.

Q Was a partnership formed ultimately?
A Yes, sir.
Q What was the name -- what entity, if any, came into being as a result of that agreement?

A We formed a joint venture, each of those companies holding one-third, Full Play, Torneos, and Traffic and the company name was Datisa Incorporated in Uruguay, Datisa. Q And what terms, if any, did the Datisa partnership include about the distribution of roles among the three companies?

A Basically Torneos was going to run the production, Full Play was going to be the agent responsible for selling worldwide the TV, the internet rights and Traffic was to be responsible of selling sponsorship and billboards of Copa America. And also Full Play kept the administration of Datisa, the legal part of Datisa, the treasury of Datisa and the finances of Datisa.

Q Did the agreement address the structure of the existing Full Play contract of CONMEBOL to the Copa America?

A Yes, sir.
Q How so?
A In order to achieve this partnership in this pro rata of one-third each, and in order to accommodate Traffic's own demands, we change -- we decided to change from a pure agent contract with a maximum profit capped and a profit sharing within CONMEBOL and the agent. We changed that contract to a pure purchase of rights contract. We decided to increase CONMEBOL's price per edition to an average of \(\$ 80 \mathrm{million}\) per edition; in other words, to move from the minimum guarantee of 60 to 80 without any profit sharing between CONMEBOL and Datisa.

And in order to achieve such a big difference, such a big change from an agent contract to a pure purchase of rights over a long-term, we decided that we were going to need to pay additional bribes to the approximately \(\$ 50\) miliion per edition bribes.

So we agreed to pay a one-timer bribe, like signature bribe, for all of those -- for most of all soccer executives signing this new contract.

Q Now, from a commercial standpoint, why was this contract worse than CONMEBOL?

A It was worse for CONMEBOL because it left an agency contract where every dollar over \(\$ 60 \mathrm{milli}\) ion was going to be shared 75 for CONMEBOL and 25 for the agent and it went to a
very long-term contract unti1 2023 with first refusal thereafter, where CONMEBOL was getting paid a fixed price of \$80 million per edition with no upside and let's also remember that the 60 plus \(\$ 15\) miliion in bribes was 2010 South Africa and now we were in 2013 and the macroeconomic conditions as we see in the situation and the price of soccer rights was even higher than the circumstances in 2010.

MR. MITCHELL: Objection, Your Honor.
THE COURT: Overruled.
Q So you mentioned a one-time payment, a bribe payment. Explain what you mean by that.

A That on top of the \(\$ 1\) miliion per soccer president of the group of six, on top of the \(\$ 3\) miliion per edition for the president of CONMEBOL -- or the president of CONMEBOL, the Brazilian left and the Argentinian left and approximately \$15 million operation. We, Datisa, were going to pay an extra approximately 15 or \(\$ 16\) million only for them signing the contract and then on top, all of the commitments are already taken for each edition.

Q And so specifically with respect to the signature bribe payments, who was to receive how much?

A Julio Grondona? I'm going to May 2013 when the signature happens. Julio Grondona for the signature he was to receive \$3 million one time, not one and two, a total of \(\$ 3 \mathrm{million}\) for his signature.

The president which at that time was Eugenio Figueredo because the president left the presidency a couple of months earlier was going to receive \(\$ 3\) million. The Brazil representatives, Jose Maria Marin and Marco Polo Del Nero received \(\$ 3\) million. And the following soccer association presidents that were members of the CONMEBOL executive committee were to receive, and received, \$1 million each for that signature; Juan Angel Napout, from Paraguay, Carlos Chavez from Bolivia, Sergio Jadue which was already for Chile, Manue1 Burga for Peru, Luis Chiriboga for Equador, Luis Bedoya for Columbia and Rafael Esquivel for Venezuela. And also the secretary general that was not included in the per edition which was, Jose Luis Meiszner brought \(\$ 500,000\) bribe payment for the signature.

Q Now how, if at all, was the responsibility for making those payments allocated among the Datisa partners?

A Traffic was not going to have any responsibility because of all of these lawsuits and investigations. He started on many presidents and so the responsibility was going to be split 50/50 between Torneos and Ful1 Play.

Q Was there a further breakdown in terms of the particular soccer officials?

A Yes, sir.
Q And how did that work?
A Full Play was going to pay and paid Venezuela president,

Rafael Esquive1, the Columbia president, Luis Bedoya. Ecuador president, Luis Chiriboga -- and when I say president, I mean president of the soccer association.

But, Peru, president of the soccer association, Manuel Burga. The president of the Soccer Association of Chile, Sergio Jadue, the president of the Bolivian Soccer Association Carlos Chavez and the president of the Paraguayan Soccer Association, Juan Angel Napout; plus part of the bribe to you Eugenio Figueredo who at the time was the president of CONMEBOL talking about May/June of 2013.

Between all of those 7 presidents, \(\$ 1\) million, and part of fee, that comes out to approximately the half of the total bribes and Torneos paid \(\$ 3\) million to Jose Maria Marin and Marco Polo Del Nero, \(\$ 3\) million to Julio Grondona, the bribe of \(\$ 500,000\) to Jose Luis Meiszner, the secretary general of CONMEBOL --

THE COURT: I think you said an amount also maybe.
A Paid \$500,000 to Jose Luis Meiszner, the secretary general of CONMEBOL, and part of Eugenio Figueredo, the president's, bribe.

Q Was that allocation you just described in place only for the signature payment?

A Can you repeat the question, please?
Q Yes, the distribution of payments that you just testified about, was that limited to the payments for the signature on
the Copa America -- the new Copa America contract?
A No, sir.
Q Well, to what extent did it apply outside of that?
A It applies to -- not on1y to the signature of the Copa America contract, but to the following Copa Americas bribe commitments, meaning 2019 Copa America, 2023 Copa America which were included in the contract and also at that time closer to reality the 2016 Copa America centennial in the U.S. and ever after it and the contract stated three editions 2015, '19 and '23. Any edition in between -- the Copa America Centennial in 2016 at that moment was already starting to be a reality and the contract gave at least the opportunity to further expand after 2023 and the commitment expressed with the soccer officials was for the entire life of the Datisa contract.

THE COURT: Mr. Nitze, it is now 5:30 is this a good stopping point?

MR. NITZE: Yes.
THE COURT: Let's adjourn for the day. Have a very good evening. Do not talk with anyone or look up anything and avoid any news about the case if you come across any. Have a great night and we will sees you tomorrow morning.

THE COURTROOM DEPUTY: A11 rise.
(Jury exits.)
(Continued on next page.)

THE COURT: Mr. Stillman, do you want a sidebar?
MR. STILLMAN: What I was going to say is the matter we discussed earlier, \(I\) think it kind of resolved itself.

MS. MACE: Your Honor, the witness is still in the chair.

THE COURT: Is everyone in agreement, without referring to it, that we don't need to address this tonight?

What do you folks think?
MS. PINERA-VAZQUEZ: We agree.
MS. MACE: We don't need to address it today. I think that's fine.

THE COURT: So, agreement with everyone that we'11 see how it goes tomorrow?

MR. STILLMAN: Yes.
THE COURT: Same for Mr. Napout and Mr. Burga?
MR. PAPPALARDO: Yes.
MR. UDOLF: Thank you.
THE COURT: We'11 do one quick thing on the record. I hate to sidebar, but we kind of have to.

Do you mind coming to sidebar for a minute?
MR. STILLMAN: We'11 do it on the public record.
THE COURT: Government, hold on. Mr. Stillman wanted to say something.

MR. STILLMAN: At the end of the day, obviously we excuse the jurors and tell them not to the discuss the case.





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