

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO. 26-
v.	:	DATE FILED: January 14, 2026
JALEN SMITH	:	VIOLATIONS:
a/k/a "J,"		18 U.S.C. § 224 (bribery in sporting
MARVES FAIRLEY	:	contests – 1 count)
a/k/a "Vez,"		18 U.S.C. § 1349 (conspiracy to commit
a/k/a "Vezino,"		wire fraud – 1 count)
a/k/a "Vezino Locks,"		18 U.S.C. § 1343 (wire fraud – 3 counts)
SHANE HENNEN	:	18 U.S.C. § 2 (aiding and abetting)
a/k/a "Sugar Shane,"		Notices of forfeiture
RODERICK WINKLER	:	
a/k/a "Big Rod,"		
ALBERTO LAUREANO	:	
a/k/a "Ferg,"		
ARLANDO ARNOLD	:	
a/k/a "Mo,"		
SIMEON COTTE	:	
KEVIN CROSS	:	
BRADLEY EZEWIRO	:	
SHAWN FULCHER	:	
CARLOS HART	:	
MARKEESE HASTINGS	:	
CEDQUAVIOUS HUNTER	:	
a/k/a "Dae Dae,"		
OUMAR KOUREISSI	:	
DA'SEAN NELSON	:	
DEMOND ROBINSON	:	
CAMIAN SHELL	:	
DYQUAVION SHORT	:	
a/k/a "Jah,"		
AIRION SIMMONS	:	
JALEN TERRY	:	

INDICTMENT**COUNT ONE**
(Bribery in Sporting Contests)**THE GRAND JURY CHARGES THAT:****INTRODUCTION**

At all times relevant to this indictment:

1. The integrity of sporting contests rests on the fundamental principles of fairness, honesty, and respect for the rules of competition. To ensure fair outcomes, these contests depend upon genuine competition, free from corruption, manipulation, and bribery. In 1964, Congress enacted the Sports Bribery Act, codified at Title 18, United States Code, Section 224, to prohibit bribery in sporting contests, recognizing that corrupt influences undermine these principles and erode public confidence in the legitimacy of sport. This statute helps ensure that the organizing institutions, governing bodies, players, coaches, bettors, and fans can trust that every sporting contest is decided on merit, not by corruption.

2. The National Collegiate Athletic Association (“NCAA”) was a non-profit organization that governed college sports and sporting contests in the United States. Collectively, there were more than 350 NCAA Division I universities and colleges that fielded more than 6,000 sports teams and provided opportunities for more than 170,000 players to compete in NCAA sports each year. The NCAA set and enforced rules promoting integrity, sportsmanship, and fair competition. Those rules included specific prohibitions on players, coaches, and other individuals associated with an NCAA sports team from participating in any sports wagering activity, including providing information to individuals involved in or associated with any type of sports wagering activities concerning intercollegiate, amateur, or professional athletics competition.

3. Under NCAA rules, players could earn money for the use of their name, image, and likeness (“NIL”) through activities such as endorsements, sponsorships, and appearances. Division I players were also permitted to enter the “transfer portal” each year and transfer schools without penalty, and players frequently moved between schools in the hopes of obtaining more money through NIL activities or collectives and more opportunities on another team.

4. The Chinese Basketball Association (“CBA”) was the governing body for professional basketball in China and the name of the country’s top professional basketball league. The CBA comprised more than 300 players in its top men’s league and about 20 teams, which represented cities and corporations throughout China.

5. Gambling outlets such as casinos, online wagering businesses, offshore betting houses, and illegal bookmakers, or “bookies,” accepted wagers on sporting contests, including basketball games. These gambling outlets, often known as sportsbooks, used a “point spread” for sporting contests such as basketball games, so that bettors could place wagers based on the relative performance of a team rather than simply betting on which team would win. The point spread was the predicted scoring difference between the two opponents in a sporting contest. The point spread defined which team was the favorite and which team was the “underdog,” that is, the predicted losing team. For a bettor to win a wager placed on the favorite team, the favorite team had to win by more than the point spread number. For a bettor to win a wager placed on the “underdog” team, the “underdog” team had to either win the contest, or lose by less than the point spread number. For example, if Team A was the “underdog” team by three points, then a bettor who bet on Team A would have won the wager if Team A either won the game, or if Team A lost the game by one or two points. Sportsbooks provided point spreads for

the outcome of the entire game or a portion of the game, such as the first half or second half, allowing bettors to place multiple bets on a single game. In sports betting, to “cover” a point spread meant a team performed in a way that satisfied the conditions of the point spread set by the sportsbooks.

6. Among the options for those wagering on sporting events with sportsbooks, individuals could also bet on games without regard to the point spread, by simply betting on a particular team to win a game. Those bets were called “moneyline” bets. Individuals could also make “parlay” bets, which were bets comprising two or more individual bets. To succeed on a parlay bet the bettor had to win all the bets made in the parlay. Parlay bets paid out at a higher rate than bets on individual games because they were more difficult to win.

7. A basketball game, or portion of a game, could be manipulated, or “fixed,” by, among other means, a single player or multiple players on one team agreeing to influence the game’s outcome, generally by underperforming on offense or defense, or otherwise trying to limit the number of points scored by their team. This allowed individuals gambling on the score of the game, who were working with the players “fixing” the game, to profit by placing a wager on the game with a higher degree of certainty as to the game’s outcome. Such a scheme, customarily called “point shaving,” involved an effort by a player or players to underperform in a game, or by some other means, to ensure that their team scored only a certain number of points during a game or during a portion of a game. The players involved in fixing a game altered their performance, or supported their teammates altering their performances, based on the point spread on that game so that their team would not “cover” the spread and their opponent would “cover” the spread.

8. Defendant JALEN SMITH was a resident of North Carolina who was active in the training and development of local basketball players for professional scouting combines.

9. Defendant MARVES FAIRLEY was a resident of Mississippi, and defendant SHANE HENNEN was a resident of Philadelphia, Pennsylvania, and Nevada. Both defendants were high-stakes sports gamblers, social media influencers, and sports handicappers who sold betting advice to others.

10. Antonio Blakeney, charged elsewhere, was a resident of Florida and a former McDonald's All-American and NCAA Division I men's basketball player who also played professional basketball in the National Basketball Association ("NBA"), CBA, and other professional leagues overseas. Blakeney was a player on the Jiangsu Dragons of the CBA during the 2022-2023 CBA season.

11. Defendant RODERICK WINKLER was a resident of Arkansas and a former coach and trainer for high school and Amateur Athletic Union ("AAU") basketball teams and players.

12. Defendant ALBERTO LAUREANO was a resident of New York and a former NCAA men's basketball player.

13. The additional defendants, ARLANDO ARNOLD, SIMEON COTTLE, KEVIN CROSS, BRADLEY EZEWIRO, SHAWN FULCHER, CARLOS HART, MARKEESE HASTINGS, CEDQUAVIOUS HUNTER, OUMAR KOUREISSI, DA'SEAN NELSON, DEMOND ROBINSON, CAMIAN SHELL, DYQUAVION SHORT, AIRION SIMMONS, and JALEN TERRY, as well as Isaiah Adams, Micawber Etienne, Elijah Gray, Corey Hines, and Diante Smith, all charged elsewhere, were NCAA Division I men's basketball players who

played on various teams during the 2023-2024 and/or 2024-2025 NCAA seasons, as described below.

THE SCHEME

14. From at least in or about September 2022, through at least in or about February 2025, in the Eastern District of Pennsylvania, and elsewhere, defendants

JALEN SMITH,
 a/k/a “J,”
MARVES FAIRLEY,
 a/k/a “Vez,”
 a/k/a “Vezino,”
 a/k/a “Vezino Locks,”
SHANE HENNEN,
 a/k/a “Sugar Shane,”
RODERICK WINKLER,
 a/k/a “Big Rod,”
ALBERTO LAUREANO,
 a/k/a “Ferg,”
ARLANDO ARNOLD,
 a/k/a “Mo,”
SIMEON COTTLE,
KEVIN CROSS,
BRADLEY EZEWIRO,
SHAWN FULCHER,
CARLOS HART,
MARKEESE HASTINGS,
CEDQUAVIOUS HUNTER,
 a/k/a “Dae Dae,”
OUMAR KOUREISSI,
DA’SEAN NELSON,
DEMOND ROBINSON,
CAMIAN SHELL,
DYQUAVION SHORT,
 a/k/a “Jah,”
AIRION SIMMONS, and
JALEN TERRY

along with Isaiah Adams, Micawber Etienne, Elijah Gray, Corey Hines, and Diante Smith, and others known and unknown to the grand jury, carried into effect, attempted to carry into effect, conspired with each other and others known and unknown to the grand jury to carry into effect,

and aided and abetted the carrying into effect, the attempt to carry into effect, and the conspiracy to carry into effect, a scheme in commerce to influence by bribery sporting contests, that is, Chinese Basketball Association (“CBA”) men’s basketball games and National Collegiate Athletic Association (“NCAA”) men’s basketball games, with the defendants engaging in different aspects of this scheme, with knowledge that the purpose of this scheme was to influence in some way those contests by bribery.

MANNER AND MEANS

It was part of the scheme that:

15. Beginning in or about September 2022, a group of individuals (“the fixers”) worked together to recruit and bribe players to help influence or “fix” Chinese Basketball Association (“CBA”) men’s basketball games through “point shaving” during the 2022-2023 CBA season. The fixers bribed CBA players to underperform and help ensure their team failed to cover the spread in certain games and then, through various sportsbooks, arranged for large wagers to be placed on those games against that team.

16. During the 2022-2023 CBA season, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, recruited Antonio Blakeney, who was a player on the Jiangsu Dragons (“Jiangsu”) of the CBA, for their point-shaving scheme. Blakeney was one of the leading scorers in the CBA. Defendants FAIRLEY and HENNEN offered bribe payments to Blakeney in exchange for Blakeney underperforming in and influencing the outcome of CBA games involving Jiangsu. Blakeney agreed to participate in the scheme and then recruited other players from Jiangsu to join the scheme, working together with the fixers to influence the outcome of Jiangsu games. The point-shaving scheme corrupted the integrity of CBA sporting contests and of the sportsbooks accepting wagers on those contests and caused sportsbooks and

individual sports bettors to suffer financial losses. Examples of CBA men's basketball games fixed by the defendants are described below.

17. On or about March 6, 2023, the Guangdong Southern Tigers ("Guangdong") played against the Jiangsu Dragons in a CBA men's basketball game in China. Guangdong was favored to win the game by approximately 11.5 points at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others working at their direction, placed large wagers with numerous sportsbooks, including at least \$198,300 in wagers with BetRivers Sportsbook at Rivers Casino in Philadelphia, Pennsylvania, on Guangdong to cover the full-game spread. Defendants FAIRLEY and HENNEN engaged in numerous text message communications directing wagers on this game.

18. On or about March 6, 2023, in the CBA men's basketball game between Guangdong and Jiangsu, Antonio Blakeney underperformed in and influenced the game as he and the fixers had agreed. Blakeney, who averaged over 32 points per game in the 2022-2023 season, scored just 11 points in the game. Guangdong defeated Jiangsu 127 to 96, covering the spread, and the fixers won most of their bets.

19. On or about March 15, 2023, the Zhejiang Golden Bulls ("Zhejiang") played against the Jiangsu Dragons in a CBA men's basketball game in China. Zhejiang was favored to win the game by approximately 15 points at sportsbooks throughout the United States and elsewhere. Before the game, Antonio Blakeney advised defendants MARVES FAIRLEY and SHANE HENNEN that Blakeney would not be playing and that another Jiangsu player, who would be playing in the game, would accept a bribe payment to help ensure Zhejiang covered the spread. Defendants FAIRLEY and HENNEN, and others working at their direction,

placed at least approximately \$100,000 in wagers with numerous sportsbooks, including a \$50,000 wager with BetRivers Sportsbook at Rivers Casino in Philadelphia, Pennsylvania, on Zhejiang to cover the spread. Defendants FAIRLEY and HENNEN, and Blakeney, engaged in numerous text message communications discussing and coordinating the wagers on this game.

20. On or about March 15, 2023, in the CBA men's basketball game between Zhejiang and Jiangsu, Zhejiang defeated Jiangsu 121 to 80, covering the spread, and the fixers won their bets. After the game, in a text message communication, defendant MARVES FAIRLEY acknowledged the benefit of having another Jiangsu player in the scheme to ensure their bets won, telling Antonio Blakeney, "Better safe than sorry." In other text message communications, defendants FAIRLEY and SHANE HENNEN discussed their winning bets on the fixed game and agreed to give "20k [\$20,000] to [the] player" from Jiangsu who agreed to assist in the scheme and to split the rest of their winnings among defendants FAIRLEY and HENNEN, and Blakeney.

21. Defendant SHANE HENNEN also communicated with other co-schemers about the fixed CBA games involving Antonio Blakeney, directing them to place large wagers against the Jiangsu Dragons, including on the fixed CBA games between Guangdong and Jiangsu on or about March 6, 2023, and between Zhejiang and Jiangsu on or about March 15, 2023. Some of these wagers were placed at Rivers Casino in Philadelphia, Pennsylvania. A few weeks later, on or about April 9, 2023, in a text communication with one of these co-schemers, defendant HENNEN reassured the co-schemer: "Nothing gu[a]rantee[d] in this world but death[,] taxes[,] and Chinese basketball."

22. In or about April 2023, at the conclusion of the 2022-2023 CBA regular season, defendant MARVES FAIRLEY placed a package into Antonio Blakeney's storage unit

in Florida, which contained nearly \$200,000 in cash, representing bribe payments and proceeds from the fixed CBA games during the season.

23. After profiting on the fixed CBA games, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and Antonio Blakeney, turned their attention to fixing NCAA men's basketball games. In doing so, defendants FAIRLEY and HENNEN, and Blakeney, enlisted additional participants to help them operate this aspect of the scheme and to recruit NCAA players who would accept bribes to influence games. Those additional participants included defendants JALEN SMITH, RODERICK WINKLER, and ALBERTO LAUREANO.

24. During the 2023-2024 and 2024-2025 NCAA men's basketball seasons, the fixers, including defendants JALEN SMITH, MARVES FAIRLEY, SHANE HENNEN, RODERICK WINKLER, and ALBERTO LAUREANO, and Antonio Blakeney, agreed to recruit NCAA players who would accept bribe payments in exchange for helping to influence outcomes of NCAA basketball games. In particular, the fixers agreed to recruit players who would help ensure that their team failed to cover the spread of the first half of a game or an entire game. The fixers would then place wagers on those games through sportsbooks, betting against the team whose player or players they had bribed to engage in this point-shaving scheme. Because of the proliferation of legalized sports betting, the fixers could use numerous sportsbooks to place their bets on these games and conceal the scheme from authorities.

25. Defendants JALEN SMITH, MARVES FAIRLEY, RODERICK WINKLER, and ALBERTO LAUREANO, and Antonio Blakeney, then approached and communicated with NCAA basketball players, in person and through social media, text message communications, and cellular telephone calls. In these communications, the fixers offered the players bribe payments, usually ranging from \$10,000 to \$30,000 per game, to participate in the

scheme. The fixers also attempted to recruit multiple players from a team to join the point-shaving scheme and further ensure its success. Many of these players accepted the offers and agreed to help fix specific games so that the fixers would win their wagers. The fixers targeted for their scheme NCAA basketball players for whom the bribe payments would meaningfully supplement or exceed legitimate NIL opportunities. The fixers also generally targeted for their scheme players on teams that were underdogs in games and sought to have them fail to cover the spreads in those games.

26. Defendants JALEN SMITH, MARVES FAIRLEY, RODERICK WINKLER, and ALBERTO LAUREANO, and Antonio Blakeney, had credibility with many of the players and could approach them to engage in this scheme because of their prominence, experience, and reputation in local and national basketball communities.

27. As the fixers had agreed, defendants JALEN SMITH, MARVES FAIRLEY, RODERICK WINKLER, and ALBERTO LAUREANO, and Antonio Blakeney, then communicated with the NCAA basketball players who had agreed to participate in the point-shaving scheme and directed them to underperform or otherwise help influence the outcome of particular games or a specific portion (generally the first half) of particular games.

28. Defendants JALEN SMITH, MARVES FAIRLEY, SHANE HENNEN, RODERICK WINKLER, and ALBERTO LAUREANO, and Antonio Blakeney, as well as other co-schemers, then placed bets with numerous sportsbooks on NCAA men's basketball games involving the bribed NCAA players. They placed these bets in a manner that was consistent with the way in which they had arranged to fix the outcome of a game, or a portion of a game, to maximize their chances of winning their wagers. To conceal their scheme from authorities and

increase their ability to make bets, the fixers also used “straw” or “proxy” bettors to place bets on the fixed games for them with funds provided by the fixers.

29. At the direction of the defendant fixers, the bribed NCAA players then influenced, attempted to influence, and conspired to influence their games through intentionally poor performances, removing themselves from games, supporting their teammates who were also involved in the scheme, and through other means.

30. At times, while defendant SHANE HENNEN was in the Eastern District of Pennsylvania, defendant HENNEN communicated and strategized about the scheme with the other fixers, and defendant HENNEN placed bets on the fixed games with sportsbooks, both online and in casinos. At least one of those fixed games occurred in the Eastern District of Pennsylvania. In addition, individual sports bettors who were unaware of the scheme placed bets on the fixed games, often on the other side of the fixers’ bets, in the Eastern District of Pennsylvania, resulting in losses to the individual bettors.

31. When the fixers were successful with their wagers on fixed games, defendant JALEN SMITH and other co-schemers traveled to NCAA school campuses and other locations and made cash bribe payments to the players who had agreed to participate in the point-shaving scheme. On at least one occasion, defendant SMITH traveled to the Eastern District of Pennsylvania through the Philadelphia International Airport to pay one of the bribed players.

32. In total, the fixers, including defendants JALEN SMITH, MARVES FAIRLEY, SHANE HENNEN, RODERICK WINKLER, and ALBERTO LAUREANO, and Antonio Blakeney, engaged in a point-shaving scheme involving more than 39 players on more than 17 different NCAA Division I men’s basketball teams who then fixed and attempted to fix more than 29 NCAA Division I men’s basketball games. To capitalize on this scheme, the fixers

made wagers totaling millions of dollars, generating substantial proceeds for the fixers and the players who collectively received hundreds of thousands of dollars in bribe payments for fixing their teams' basketball games. The point-shaving scheme corrupted the integrity of NCAA college sporting contests and the sportsbooks accepting wagers on those contests and caused sportsbooks and individual sports bettors to suffer financial losses. Examples of NCAA men's basketball games fixed by the defendants are described below.

OUMAR KOUREISSI and Diate Smith – Nicholls State University

33. In or about mid-February 2024, the fixers, including defendants JALEN SMITH and ALBERTO LAUREANO, and Antonio Blakeney, recruited for their point-shaving scheme defendant OUMAR KOUREISSI and Diate Smith, charged elsewhere, both forwards on the Nicholls State University Colonels Men's Basketball Team ("Nicholls State"). The fixers initially approached defendant KOUREISSI for this scheme and enlisted him to help recruit Diate Smith. Defendant KOUREISSI then recruited Diate Smith, and together, they worked with the fixers to influence Nicholls State men's basketball games.

34. In or about February 2024, in FaceTime communications involving defendants JALEN SMITH, ALBERTO LAUREANO, and OUMAR KOUREISSI, as well as Antonio Blakeney and Diate Smith, the fixers offered bribe payments to defendant KOUREISSI and Diate Smith to fix, through point shaving, the outcome of an upcoming basketball game between Nicholls State and the McNeese State University Cowboys Men's Basketball Team ("McNeese State"). Defendants SMITH and LAUREANO, and Blakeney, explained to defendant KOUREISSI and Diate Smith that they needed to ensure that Nicholls State did not cover the spread in the game, and that if the scheme succeeded, they would each be

paid approximately \$20,000. Defendant KOUREISSI and Diante Smith agreed to participate in the scheme.

35. On or about February 17, 2024, Nicholls State played against McNeese State in an NCAA men's basketball game at the David R. Stopher Gymnasium in Thibodaux, Louisiana. McNeese State was favored to win the game by approximately 12 points at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and others acting at their direction, placed wagers with numerous sportsbooks totaling at least approximately \$100,000 on McNeese State. Most of the wagers were on McNeese State to cover the full-game spread. Defendants FAIRLEY, HENNEN, and WINKLER, and Antonio Blakeney, engaged in numerous text message and telephonic communications discussing and coordinating the wagers on this game. For example, on the day of the game, defendant FAIRLEY texted Blakeney and a straw bettor, "Mcnease st." Defendant FAIRLEY texted defendant HENNEN, Blakeney, and a straw bettor, "Let's go. First n whole game Mcneese st."

36. On or about February 17, 2024, in the NCAA men's basketball game between Nicholls State and McNeese State, defendant OUMAR KOUREISSI and Diante Smith underperformed in and influenced the game as they had agreed. Defendant KOUREISSI scored zero points in the game. McNeese State defeated Nicholls State 74 to 47, covering the spread, and the fixers won their bets.

37. Shortly after this game, defendant JALEN SMITH traveled to Louisiana to arrange for the delivery of approximately \$32,000 in cash to defendant OUMAR KOUREISSI and Diante Smith as bribe payments for their roles in fixing the game against McNeese State. In arranging for this delivery, defendant SMITH texted with defendant KOUREISSI and Diante

Smith, advising them that the “bread,” or bribe payment, would be delivered by an individual driving a truck. As part of these text exchanges and other communications, defendant KOUREISSI also said that he would help defendant SMITH recruit other college basketball players to participate in this scheme.

KEVIN CROSS – Tulane University

38. In or about mid-February 2024, the fixers, including defendants MARVES FAIRLEY and RODERICK WINKLER, and Antonio Blakeney, recruited for their point-shaving scheme defendant KEVIN CROSS, a forward on the Tulane University Green Wave Men’s Basketball Team (“Tulane”). In FaceTime communications, defendant WINKLER and Blakeney offered bribe payments to defendant CROSS to underperform in and influence an upcoming game between Tulane and the East Carolina University Pirates Men’s Basketball Team (“East Carolina”). Defendant WINKLER and Blakeney explained to defendant CROSS that he needed to ensure that Tulane did not cover the spread in the East Carolina game, and that if the scheme succeeded, the fixers would pay defendant CROSS approximately \$30,000. Defendant CROSS agreed to participate in the scheme.

39. On or about February 18, 2024, Tulane played against East Carolina in an NCAA men’s basketball game at the Minges Coliseum in Greenville, North Carolina. East Carolina was favored to win the game by approximately 2.5 points at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendant MARVES FAIRLEY and others acting at their direction, placed numerous wagers with sportsbooks totaling at least approximately \$140,000 on East Carolina to cover the full-game spread. Defendant FAIRLEY and others involved in the scheme communicated via text about their wagers on this game. For example, on or about the date of the East Carolina game, defendant FAIRLEY texted

an associate, “In the car with the guys . . . Be ready to bet this college game that come on in two hrs. .Tulane/East Carolina.” Later in this text exchange, defendant FAIRLEY agreed that the game was “one of those 100%” guaranteed games and said, “I got total of 220k [\$220,000]” in wagers on the game.

40. On or about February 18, 2024, in the NCAA men’s basketball game between Tulane and East Carolina, defendant KEVIN CROSS underperformed in and influenced the game as he had agreed. Defendant CROSS scored 6 points in the game, well below his season average. East Carolina defeated Tulane 81 to 67, covering the full-game spread, and the fixers won their bets.

41. Shortly after this game, the fixers, including defendant RODERICK WINKLER, arranged to deliver approximately \$30,000 in cash to defendant KEVIN CROSS as his bribe payment for fixing the East Carolina game.

42. In or about early March 2024, the fixers, including defendant RODERICK WINKLER and Antonio Blakeney, discussed with KEVIN CROSS fixing the upcoming game on or about March 2, 2024, between Tulane and the Florida Atlantic University Owls Men’s Basketball Team (“Florida Atlantic”). Florida Atlantic was favored to win the game by approximately 15 points at sportsbooks throughout the United States and elsewhere. The attempt to fix this game was unsuccessful, and the fixers, including defendant SHANE HENNEN, lost wagers totaling at least approximately \$200,000 that they had placed on Florida Atlantic to cover the spread. Florida Atlantic won the game by only 6 points, 79 to 73, failing to cover the spread.

Northwestern State University

43. In or about mid-February 2024, the fixers, including defendant JALEN SMITH and Antonio Blakeney, attempted to recruit for their point-shaving scheme players on

the Northwestern State University Demons Men’s Basketball Team (“Northwestern State”). The fixers offered Person #1 and Person #2, both known to the grand jury, bribe payments to underperform in and influence an upcoming game against the Texas A&M University-Corpus Christi Islanders Men’s Basketball Team (“Texas A&M-Corpus Christi”).

44. On or about February 19, 2024, Northwestern State played against Texas A&M-Corpus Christi at the American Bank Center in Corpus Christi, Texas. Texas A&M-Corpus Christi was favored to win the game by approximately 10.5 to 15.5 points at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$231,000 on Texas A&M-Corpus Christi to cover the full-game spread. To increase the profitability of the scheme, these wagers included “parlays” on this game along with other games that the schemers had fixed by bribing players. Defendants FAIRLEY and HENNEN, and other scheme participants, communicated via text about their wagers. For example, on or about the date of the Texas A&M-Corpus Christi game, defendant HENNEN texted defendant FAIRLEY a photograph of a sportsbook’s bet slip showing a wager of \$50,000 on Northwestern State minus 10.5 points on this game.

45. Most of the fixers’ bets on this game failed as Texas A&M-Corpus Christi did not cover the higher spreads, winning the game 72 to 61. Defendants FAIRLEY and HENNEN, and other scheme participants, communicated via text about this failure, with defendant FAIRLEY calling their financial losses, “Unbelievable.”

BRADLEY EZEWIRO – St. Louis University

46. In or about mid to late February 2024, the fixers, including defendant JALEN SMITH and Antonio Blakeney, recruited players on the St. Louis University Billikens

Men's Basketball Team ("St. Louis") to participate in the game-fixing scheme. Those players included defendant BRADLEY EZEWIRO, a center, and Person #3, known to the grand jury. In FaceTime communications with defendant SMITH and Blakeney, defendant EZEWIRO and Person #3 agreed, in exchange for bribe payments, to underperform in and influence an upcoming St. Louis game against the Duquesne Dukes Men's Basketball Team ("Duquesne"). In particular, defendant EZEWIRO and Person #3 agreed to help ensure that St. Louis failed to cover the first-half spread in that game.

47. On or about February 20, 2024, St. Louis played against Duquesne in an NCAA men's basketball game at the UPMC Cooper Fieldhouse in Pittsburgh, Pennsylvania. Duquesne was favored over St. Louis by approximately 5 points in the first half at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVIS FAIRLEY and RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$242,000 on Duquesne to cover the first-half spread. In the process of fixing this game and placing these wagers, defendant FAIRLEY and other fixers communicated via text about the game and their wagers. For example, on or about the date of the Duquesne game, defendant FAIRLEY texted a straw bettor, "Duquesne 1st half bet it."

48. On or about February 20, 2024, in the NCAA men's basketball game between St. Louis and Duquesne, defendant BRADLEY EZEWIRO and Person #3 helped ensure that St. Louis failed to cover the spread in the first half as Duquesne outscored St. Louis 41 to 27, and the fixers won their bets. Without the St. Louis players intentionally underperforming in the second half of the game, St. Louis played substantially better, outscoring Duquesne 40 to 39. Duquesne won the game 80 to 67.

49. After this game, defendant BRADLEY EZEWIRO attempted to recruit several additional players on other NCAA men's basketball teams to participate in the scheme. In text message communications with defendant JALEN SMITH, defendant EZEWIRO identified players that he was recruiting, including defendant DA'SEAN NELSON, a player on the DePaul University Blue Demons Men's Basketball Team ("DePaul"). Specifically, on or about February 24, 2024, defendant EZEWIRO sent defendant SMITH a screen shot of an internet page with a photograph of defendant NELSON and his basketball statistics from DePaul. Defendant EZEWIRO texted, "Worst team in the big east," and "he ready to tap in [to the point-shaving scheme] rn [right now]." Defendant SMITH responded, "Already got him." As described below, as part of this scheme, defendant NELSON helped fix multiple NCAA men's basketball games.

50. As part of this text exchange with defendant JALEN SMITH, defendant BRADLEY EZEWIRO also identified players on several other NCAA men's basketball teams whom he was attempting to recruit into the point-shaving scheme. Defendant SMITH expressed interest in recruiting players on those teams to join the scheme, and in connection with one of those players, defendant SMITH sent to defendant EZEWIRO a photograph of stacks of cash, acknowledging the large amount of money NCAA players could make by point shaving, with the message, "Send that to him if he bite he bite if he don't so be it lol."

51. Over the next few weeks, defendants JALEN SMITH and BRADLEY EZEWIRO communicated via text about the players whom defendant EZEWIRO was recruiting and the games that defendants SMITH and EZEWIRO were attempting to fix as part of the point-shaving scheme. On March 2, 2024, defendant SMITH texted defendant EZEWIRO that they needed to "clean up how we text" and agreed to speak further about the scheme on a

“burner” telephone, in an attempt to conceal from authorities the point-shaving scheme. On or about March 13, 2024, defendants SMITH and EZEWIRO discussed communicating on a secret social media account.

La Salle University

52. In or around mid-February, the fixers, including defendant JALEN SMITH and Antonio Blakeney, attempted to recruit for their point-shaving scheme players on the La Salle University Explorers Men’s Basketball Team (“La Salle”). The fixers offered the La Salle players bribe payments to underperform in and influence the first half of an upcoming game against the St. Bonaventure University Bonnies Men’s Basketball Team (“St. Bonaventure”).

53. On or about February 21, 2024, La Salle played against St. Bonaventure in an NCAA men’s basketball game at the Tom Gola Arena in Philadelphia, Pennsylvania. St. Bonaventure was favored by approximately 5.5 points in the first half at sportsbooks throughout the United States and elsewhere. Before the NCAA men’s basketball game between La Salle and St. Bonaventure, on or about February 21, 2024, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$247,000 on St. Bonaventure to cover the first-half spread, including a \$30,000 wager with FanDuel Sportsbook at Live! Casino in Philadelphia, Pennsylvania. Those bets all failed as La Salle covered the spread, outscoring St. Bonaventure in the first half 36 to 28.

Elijah Gray – Fordham University

54. In or about late February 2024, defendant JALEN SMITH contacted through social media Elijah Gray, charged elsewhere, a forward on the Fordham University

Ram's Men's Basketball Team ("Fordham"). Gray knew and trusted defendant SMITH because of their mutual connections in the basketball community in North Carolina. Defendant SMITH offered Gray a bribe payment of approximately \$10,000 or \$15,000 to underperform in and influence an upcoming Fordham basketball game. Gray agreed to participate in this point-shaving scheme.

55. Shortly after this communication, defendant JALEN SMITH, along with defendant MARVES FAIRLEY and Antonio Blakeney, communicated with Elijah Gray via FaceTime. In this video call, the fixers instructed Gray to fix the upcoming Fordham basketball game against the Duquesne University Dukes Men's Basketball Team ("Duquesne") by helping to ensure that Fordham failed to cover the spread. The fixers also asked Gray to recruit another Fordham basketball player to join the point-shaving scheme. Gray agreed to do so and then recruited Person #4, known to the grand jury, to join the scheme. Defendant SMITH then engaged in another FaceTime call with Gray and Person #4 and instructed them to underperform and ensure that Fordham failed to cover the full game spread against Duquesne. Defendant SMITH reminded the players that they would both receive bribe payments if the scheme succeeded.

56. On or about February 23, 2024, Fordham played against Duquesne in an NCAA men's basketball game at the Rose Hill Gymnasium, in the Bronx, New York. Duquesne was favored to win the game by approximately 3.5 points. Before the game, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$195,000 on Duquesne, most of which were on Duquesne to cover the full-game spread. In the process of fixing this game and placing these wagers, defendants FAIRLEY, HENNEN, JALEN SMITH, and

RODERICK WINKLER, and Antonio Blakeney, communicated via text about the scheme and their wagers. For example, on the date of the game, Blakeney told this group to “[l]oad up [on bets on Duquesne]!!”

57. On or about February 23, 2024, in the NCAA men’s basketball game between Fordham and Duquesne, Elijah Gray and his teammate, Person #4, attempted to underperform and influence the game as they had agreed. Both players scored fewer points than their season averages, with Gray scoring 3 points.

58. In this game, Duquesne outscored Fordham 32 to 26 in the first half, but Fordham came back in the second half and won the game 79 to 67. This meant that the fixers who wagered on Duquesne for the full game lost their bets.

59. Shortly after this game, defendant JALEN SMITH and Elijah Gray communicated via text concerning the efforts of Gray and Person #4 to fix the game and the failure of the scheme to succeed. Gray told defendant SMITH, “I tried,” and noted that the Duquesne players were “not hoopin,” or played poorly, making it harder for Duquesne to cover the spread. Defendant SMITH told Gray, “You did your job for sure,” and bemoaned the fact that another Fordham player who was not involved in the scheme had an excellent game.

SHAWN FULCHER and Isaiah Adams – State University of New York at Buffalo

60. In or about late February 2024, the fixers, including defendants JALEN SMITH, MARVES FAIRLEY, and ALBERTO LAUREANO, and Antonio Blakeney, recruited multiple players on the State University of New York at Buffalo Bulls Men’s Basketball Team (“Buffalo”) to participate in the point-shaving scheme. Those players included defendants SHAWN FULCHER, a guard, Isaiah Adams, a forward, charged elsewhere, and Person #5,

known to the grand jury. Defendant FULCHER helped recruit Adams to participate in the scheme, and both of those players helped recruit Person #5.

61. In or about late February 2024, defendant JALEN SMITH and Antonio Blakeney discussed the scheme with defendant SHAWN FULCHER, Isaiah Adams, and Person #5, on FaceTime calls. During these calls, the players agreed, in exchange for bribe payments, to underperform in and influence an upcoming game against the Western Michigan University Broncos Men's Basketball Team ("Western Michigan"). In particular, the players agreed to help ensure that Buffalo failed to cover the first-half spread in the Western Michigan game.

62. On or about February 24, 2024, Buffalo played against Western Michigan in an NCAA men's basketball game at the University Arena in Kalamazoo, Michigan. Western Michigan was favored over Buffalo by approximately 3 points in the first half at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVIS FAIRLEY and RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$90,000 on Western Michigan to cover the first-half spread. In the process of fixing this game and placing these wagers, defendants FAIRLEY and WINKLER, and Antonio Blakeney, and others involved in the scheme, communicated via text about the scheme and their wagers. For example, on or about the date of the game, defendant FAIRLEY texted a straw bettor and an illegal bookmaker, "Western Michigan first half."

63. On or about February 24, 2024, in the NCAA men's basketball game between Buffalo and Western Michigan, defendant SHAWN FULCHER, Isaiah Adams, and Person #5, helped ensure that Buffalo failed to cover the spread in the first half as they had agreed. Western Michigan outscored Buffalo 47 to 32 in the first half, and the fixers won their

bets. Without the Buffalo players intentionally underperforming in the second half of the game, Buffalo played substantially better, with Western Michigan outscoring Buffalo by only 4 points, 44 to 40. Western Michigan won the game 91 to 72.

64. On or about February 24 and 25, 2024, after the Western Michigan game, defendants JALEN SMITH and ALBERTO LAUREANO, and Antonio Blakeney, communicated via text with defendant SHAWN FULCHER and Isaiah Adams, and Person #5, about delivering the players their bribe payments for that game. Defendant SMITH, who was flying to Buffalo to make the payments, then texted with defendant FULCHER to agree upon a location on the Buffalo campus where defendant SMITH later delivered the bribe payments to the Buffalo players.

65. Shortly after the Buffalo game against Western Michigan, defendants JALEN SMITH, MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and Antonio Blakeney, arranged for the Buffalo players to fix their upcoming game against the Kent State University Golden Flashes Men's Basketball Team ("Kent State"). In particular, defendant JALEN SMITH and Antonio Blakeney engaged in a FaceTime call with defendant SHAWN FULCHER, Isaiah Adams, and Person #5, in which the Buffalo players agreed to help ensure that Buffalo failed to cover the first-half spread in the game against Kent State.

66. On or about February 27, 2024, Buffalo played against Kent State in an NCAA men's basketball game at the M.A.C. Center in Kent, Ohio. Kent State was favored over Buffalo by approximately 8.5 points in the first half. Before this game, the fixers, including defendants JALEN SMITH, MARVIS FAIRLEY, and RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$424,000 on Kent State to cover the first-half spread.

67. On or about February 27, 2024, in the NCAA men's basketball game between Buffalo and Kent State, Kent State outscored Buffalo in the first half by 8 points, 39 to 27, failing to cover the spread, and resulting in the fixers losing most of their bets by one-half point. With the score tied at 27 with 4:40 left to go in the first half of this game, Kent State scored the last 8 points of the half, and Buffalo did not score again. In the last 13 minutes of the first half, defendant SHAWN FULCHER, Isaiah Adams, and Person #5, scored a total of 1 point, missing several shots, including layups and dunks, and committing several turnovers.

68. Shortly after the Kent State game, defendants JALEN SMITH, MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and Antonio Blakeney, communicated via text about the failed attempt to fix this game and the plan to fix the next Buffalo game. Consistent with this plan, from on or about February 28, 2024, through on or about March 2, 2024, defendants SMITH and ALBERTO LAUREANO, and Blakeney, as well as the Buffalo players in the scheme, texted about defendant SMITH arranging for defendant LAUREANO to deliver bribe payments to the Buffalo players.

69. On or about March 2, 2024, at the direction of defendant JALEN SMITH, defendant ALBERTO LAUREANO traveled to Buffalo to deliver approximately \$54,000 in bribe payments to defendant SHAWN FULCHER, Isaiah Adams, and Person #5 for their roles in fixing Buffalo men's basketball games. While defendant LAUREANO was driving to Buffalo, he texted the players a photograph of the inside of his car, revealing a large stack of cash in an open compartment.

70. Shortly before Buffalo's next game on or about March 5, 2024, against the Ohio University Bobcats Men's Basketball Team ("Ohio"), defendant JALEN SMITH and Antonio Blakeney engaged in a FaceTime call with defendant SHAWN FULCHER, Isaiah

Adams, and Person #5. During this call, defendant SMITH directed the Buffalo players to ensure that Buffalo failed to cover the first-half point spread in the game against Ohio. At that time, Ohio was favored by approximately 5.5 points for the first half at sportsbooks throughout the United States and elsewhere. The players agreed to fix the game as directed.

71. Before the NCAA men's basketball game between Buffalo and Ohio on or about March 5, 2024, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks on Ohio to cover the first-half spread of approximately 5.5 points. To increase the profitability of their scheme, these wagers included "parlays" on this game along with other games that the schemers had fixed by bribing players.

72. On or about March 5, 2024, in the NCAA men's basketball game between Buffalo and Ohio at Alumni Arena in Buffalo, New York, defendant SHAWN FULCHER, Isaiah Adams, and Person #5, underperformed in and influenced the first half of the game as they had agreed. Ohio outscored Buffalo 40 to 33 in the first half, covering the spread of approximately 5.5 points, and the fixers won their bets.

JALEN TERRY, DA'SEAN NELSON, and Micawber Etienne – DePaul University

73. In or about late February 2024, the fixers, including defendants JALEN SMITH and ALBERTO LAUREANO, and Antonio Blakeney, offered bribe payments to Micawber Etienne, charged elsewhere, a forward on DePaul, to fix DePaul men's basketball games through point shaving. In FaceTime communications, defendants SMITH and LAUREANO, and Blakeney, also enlisted Etienne to recruit three of his DePaul teammates to join the scheme—defendants JALEN TERRY, a guard, and DA'SEAN NELSON, a forward, and

Person #6, known to the grand jury. Etienne agreed to participate in the scheme and recruited his teammates to join the scheme.

74. In or about late February 2024, in FaceTime communications among the fixers and the DePaul players, defendants JALEN TERRY and DA'SEAN NELSON, and Micawber Etienne and Person #6, agreed to fix an upcoming DePaul game in exchange for bribe payments. In particular, shortly before the NCAA men's basketball game between DePaul and the Georgetown University Hoyas Men's Basketball Team ("Georgetown") on or about February 24, 2024, the players agreed to underperform in and influence the first half of the Georgetown game so that DePaul would not cover the first-half spread. Georgetown was favored by approximately 2.5 points for the first half at sportsbooks throughout the United States and elsewhere.

75. On or about February 23, 2024, defendants JALEN SMITH, ALBERTO LAUREANO, and JALEN TERRY, and Micawber Etienne, communicated via text to further ensure that the DePaul players agreed to participate in the scheme. For example, Etienne texted defendant SMITH, "Just talked to them it's a lock ima call you after practice."

76. Before the NCAA men's basketball game between DePaul and Georgetown on or about February 24, 2024, the fixers and others acting at their direction, including defendant MARVES FAIRLEY, placed at least approximately \$27,000 in wagers with sportsbooks on Georgetown to cover the first half spread of approximately 2.5 points.

77. On or about February 24, 2024, in the NCAA men's basketball game between Georgetown and DePaul, at the Wintrust Arena in Chicago, Illinois, defendants JALEN TERRY and DA'SEAN NELSON, and Micawber Etienne and Person #6, underperformed in and influenced the first half as they had agreed. Georgetown outscored DePaul 41 to 28 in the first

half, covering the spread of approximately 2.5 points, and the fixers won their bets. Around halftime of this game, when it was clear that the point-shaving scheme was succeeding, defendant JALEN SMITH texted Etienne about arranging to pay the bribe money and complimented defendants TERRY and NELSON for underperforming as they had agreed: “I love Jalen terry he perfected his job . . . Sh*t Nelson snapped too.” Without the DePaul players intentionally underperforming in the second half of the game, DePaul played substantially better, outscoring Georgetown 48 to 36. Georgetown won the game 77 to 76, as defendant TERRY scored zero points in the first half of this game and 16 points in the second half.

78. Shortly after this game, on or about February 25, 2024, defendant JALEN SMITH traveled to Chicago, Illinois, and delivered \$40,000 in cash to make the bribe payments owed to defendants JALEN TERRY and DA’SEAN NELSON, and Micawber Etienne and Person #6, for influencing the first half of their game against Georgetown. Defendant SMITH communicated via text with Etienne about delivering the bribe payments and fixing another upcoming DePaul game. Etienne told defendant SMITH, “[J]ust hit me we got another game this weekend.” Defendant SMITH also texted Antonio Blakeney, telling him that he was traveling to Chicago to deliver the cash bribes and included a photograph of a large amount of cash that he was going to provide to the players.

79. The fixers then arranged to fix another upcoming DePaul game, specifically the game on March 2, 2024, between DePaul and the Butler University Bulldogs Men’s Basketball Team (“Butler”). Defendant JALEN SMITH arranged with defendants JALEN TERRY and DA’SEAN NELSON, and Micawber Etienne and Person #6, for the DePaul players to underperform in the first half of the game so that DePaul would not cover the first-half point spread. Butler was favored by approximately 6.5 points for the first half at sportsbooks

throughout the United States and elsewhere. The players agreed to underperform in and influence the game as directed.

80. Before the NCAA men's basketball game between DePaul and Butler on or about March 2, 2024, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$123,789 on Butler to cover the first-half spread. To increase the profitability of their scheme, these wagers included "parlays" on this game along with other games that the schemers had fixed by bribing players. Defendant FAIRLEY and other co-schemers communicated via text about these wagers. For example, a straw bettor for defendant FAIRLEY texted defendant FAIRLEY, "[Sports]book horrible only let me put 12k [\$12,000] on butler."

81. On or about March 2, 2024, in the NCAA men's basketball game between DePaul and Butler, at the Wintrust Arena in Chicago, Illinois, defendants JALEN TERRY and DA'SEAN NELSON, and Micawber Etienne and Person #6, underperformed in and influenced the first half as they had agreed. Butler outscored DePaul 45 to 27 in the first half, covering the spread of approximately 6.5-points, and the fixers won their bets. Without the DePaul players intentionally underperforming in the second half of the game, DePaul played substantially better, outscoring Butler 37 to 36. Butler won the game 82 to 63.

82. Shortly after the game between DePaul and Butler, defendant JALEN SMITH informed Micawber Etienne that he would travel to Chicago to make the bribe payments to defendants JALEN TERRY and DA'SEAN NELSON, and Micawber Etienne and Person #6, following an upcoming DePaul game that defendant SMITH and his co-schemers also intended to fix through underperformance of the DePaul players.

83. Shortly before the March 5, 2024, game between DePaul and the St. John's University Red Storm Men's Basketball Team ("St. John's"), defendant JALEN SMITH arranged with defendants JALEN TERRY and DA'SEAN NELSON, and Micawber Etienne and Person #6, for the DePaul players to underperform in and influence the first half of the game so that DePaul would not cover the first-half spread. St. John's was favored by approximately 15 points in the first half at sportsbooks throughout the United States and elsewhere. Defendant SMITH and Etienne communicated via text about their plans for fixing this game and for the DePaul players to receive their bribe payments. Etienne texted defendant SMITH to confirm that he and his teammates had agreed to fix this game, telling defendant SMITH that the DePaul players "trynna make yah the big money while we take a little cut . . . I just talked to them and we gon see what the spread is" for the game against St. John's. Defendant SMITH and Etienne further texted about defendant SMITH delivering the "bread," or bribe payment, to him and the DePaul players after the St. John's game.

84. Before the NCAA men's basketball game between DePaul and St. John's on or about March 5, 2024, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$52,395 on St. John's to cover the first-half spread. To increase the profitability of their scheme, these wagers included "parlays" on this game along with other games that the schemers had fixed by bribing players.

85. On or about March 5, 2024, in the NCAA men's basketball game between DePaul and St. John's, at the Wintrust Arena in Chicago, Illinois, defendants JALEN TERRY and DA'SEAN NELSON, and Micawber Etienne and Person #6, underperformed in and influenced the first half as they had agreed. St. John's outscored DePaul 54 to 28 in the first half,

covering the spread of approximately 15 points, and the fixers won their bets. In the first half of this game, defendant TERRY scored zero points, and defendant NELSON scored 4 points. Without the DePaul players intentionally underperforming in the second half of the game, DePaul played substantially better, with St. John's outscoring DePaul by only one point, 50 to 49. St. John's won the game 104 to 77.

86. During the game on or about March 5, 2024, defendant JALEN SMITH texted Micawber Etienne to complain that one of the players who was not involved in the point-shaving scheme was playing well and needed to “chilllll [the f*ck] out.” Etienne texted defendant SMITH back, during the game, and assured him that the DePaul players involved in the scheme were keeping the ball away from that player and preventing him from scoring. Defendant SMITH responded that if Etienne and the DePaul players keep to the plan, the “bag,” or bribe payments, would be “on the way.”

87. Shortly after this game, defendant JALEN SMITH traveled to Chicago, Illinois, to deliver \$40,000 in cash to make the bribe payments owed to defendants JALEN TERRY and DA'SEAN NELSON, and Micawber Etienne and Person #6, for underperforming and influencing the first half of their games against Butler and St. John's. After arriving in Chicago, defendant SMITH met with defendant TERRY and Etienne and delivered \$40,000 in cash as bribe payments for the DePaul players who participated in the point-shaving scheme.

MARKEESE HASTINGS – Robert Morris University

88. In or about late February 2024, the fixers, including defendants JALEN SMITH, MARVES FAIRLEY, RODERICK WINKLER, and ALBERTO LAUREANO, and Antonio Blakeney, recruited for their point-shaving scheme players on the Robert Morris University Colonials Men's Basketball Team (“Robert Morris”)—defendant MARKEESE

HASTINGS, a forward, and Person #7 and Person #8, both known to the grand jury. The fixers discussed their plans in text messages. For example, on or about February 28, 2024, defendant SMITH texted defendant LAUREANO, asking “U got somebody at Robert Morris”? Defendant LAUREANO responded, “markeese hastings.” Defendant SMITH replied, “Let me holla at him when he ready,” and defendant LAUREANO said, “Got the RMU [Robert Morris] boys ready, waiting on you.”

89. On or about February 28, 2024, defendants JALEN SMITH and MARKEESE HASTINGS texted about the upcoming game between Robert Morris and the Northern Kentucky University Norse Men’s Basketball Team (“Northern Kentucky”). They arranged to speak on the telephone with the other players involved in the scheme. Defendant SMITH texted, “Once you guys call[,] the bet will be put in.”

90. On or about February 28, 2024, Robert Morris played against Northern Kentucky in an NCAA men’s basketball game at the UPMC Events Center in Moon Township, Pennsylvania. Northern Kentucky was favored by approximately 1.5 points in the first half at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$256,000 on Northern Kentucky to cover the first-half spread. To increase the profitability of their scheme, these wagers included “parlays” on this game along with other games that the schemers had fixed by bribing players.

91. Defendants MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and Antonio Blakeney, in text message and telephonic communications, discussed and coordinated the wagers on this game. For example, on or about the date of the game,

defendant FAIRLEY texted one his bookies, making first-half bets on the following: "Parlay 5k Northern Kentucky South Alabama Single pick both of them for 5k also." On the same date, defendant FAIRLEY texted Blakeney and a straw bettor, "N Ken half -3."

92. On or about February 28, 2024, in the NCAA men's basketball game between Robert Morris and Northern Kentucky, defendant MARKEESE HASTINGS, Person #7, and Person #8 underperformed in and influenced the first half as they had agreed. Northern Kentucky outscored Robert Morris 42 to 23 in the first half, covering the spread of approximately 1.5 points, and the fixers won their bets on Northern Kentucky (potentially including parlay bets depending on the outcome of other games). Without the Robert Morris players intentionally underperforming in the second half of the game, Robert Morris played substantially better, with Robert Morris outscoring Northern Kentucky 37 to 28. Robert Morris won the game 70 to 60.

93. Shortly after this game, and continuing through on or about February 29, 2024, defendant JALEN SMITH texted with defendant MARKEESE HASTINGS to arrange the delivery of the bribe payments on or about February 29, 2024, to a location near a hotel in Fort Wayne, Indiana, where Robert Morris was playing their next game. In these communications, defendant SMITH sent defendant HASTINGS a screen shot of a FaceTime call with his co-schemers, including defendants MARVES FAIRLEY and RODERICK WINKLER, and Antonio Blakeney, who were coordinating with defendant SMITH to provide the cash to pay the Robert Morris players. Defendant HASTINGS texted defendant SMITH to express his eagerness in continuing to participate in the point-shaving scheme: "We might as well do the next one too [this] was too easy." Defendant SMITH agreed, telling defendant HASTINGS to "[s]ay less."

94. On or about February 29, 2024, in further text message communications with Antonio Blakeney about obtaining cash from defendants MARVES FAIRLEY and RODERICK WINKLER and delivering the bribe payments to the Robert Morris players, defendant JALEN SMITH said they should talk on the phone: “can’t text too crazy.”

95. On or about the morning of March 5, 2024, defendants JALEN SMITH and MARKEESE HASTINGS communicated via text about point shaving in the Robert Morris game against the Purdue University Fort Wayne Mastodons Men’s Basketball Team (“Purdue F.W.”) that was taking place that evening. Defendant SMITH texted defendant HASTINGS, “You working today?” Defendant HASTINGS responded affirmatively. Defendant SMITH then texted defendant HASTINGS shortly before the game, “No questions about it u need to be beat by 12 at half no funny sh*t.” Shortly after the game, defendant HASTINGS responded, “Did.” Defendant SMITH then told defendant HASTINGS that his bribe payments would be forthcoming, “Money good u know that lol.”

96. On or about March 5, 2024, Robert Morris played against Purdue F.W. in a post-season NCAA men’s basketball game in the first round of the Horizon League Basketball Championships at the Memorial Coliseum in Fort Wayne, Indiana. Purdue F.W. was favored by approximately 7 points in the first half at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$50,000 on Purdue F.W. to cover the first-half spread. To increase the profitability of their scheme, these wagers included “parlays” on this game along with other games that the schemers had fixed by bribing players. Defendants

FAIRLEY and HENNEN engaged in numerous text message and telephonic communications relating to the wagers on this game.

97. On or about March 5, 2024, in the NCAA men's basketball game between Robert Morris and Purdue F.W., defendant MARKEESE HASTINGS and his teammates, Person #7 and Person #8, underperformed in and influenced the first half as they had agreed. Purdue F.W. outscored Robert Morris 46 to 28 in the first half, covering the spread, and the fixers won their bets on Purdue F.W. (potentially including parlay bets depending on the outcome of other games). Without the Robert Morris players intentionally underperforming in the second half of the game, Robert Morris played substantially better, with Robert Morris outscoring Purdue F.W. 35 to 32. Purdue F.W. won the game 78 to 63.

98. Shortly after this game and over the following few days, defendant JALEN SMITH communicated via text with defendant MARKEESE HASTINGS to arrange the delivery of the bribe payments to defendant HASTINGS at a location near the Chicago O'Hare Airport. In these text messages, defendants SMITH and HASTINGS discussed questions relating to the fee for a co-schemer who delivered the bribe payments. For example, defendant HASTINGS said, "I paid his mans [the co-schemer] the money[.] [I]f his mans ain't split[,] that's his mans fault." Defendant HASTINGS also texted defendant SMITH, "Y'all gave me a extra band [\$1,000] gang. I [don't] know if that was on purpose or not. Unless bro counted wrong lol but I doubt it."

ARLANDO ARNOLD – University of Southern Mississippi

99. In or about late February 2024, the fixers, including defendant JALEN SMITH and MARVES FAIRLEY, and Antonio Blakeney, recruited for their point-shaving scheme defendant ARLANDO ARNOLD, a guard, as well as other players, including Person #9

and Person #10, both known to the grand jury, on the University of Southern Mississippi Golden Eagles Men’s Basketball Team (“Southern Mississippi”). In FaceTime calls, defendant ARNOLD, Person #9, and Person #10 agreed to underperform in and influence an upcoming game against the University of South Alabama Jaguars Men’s Basketball Team (“South Alabama”).

100. On or about February 28, 2024, Southern Mississippi played against South Alabama in an NCAA men’s basketball game at the Mitchell Center in Mobile, Alabama. South Alabama was favored by approximately 1.5 points in the first half at sportsbooks throughout the United States and elsewhere. Before the game, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers of at least approximately \$275,000 on South Alabama to cover the first-half spread of approximately 1.5 points. To increase the profitability of their scheme, these wagers included “parlays” on this game along with other games that the schemers had fixed by bribing players. In text message communications with a straw bettor, defendant FAIRLEY communicated that defendant ARLANDO ARNOLD had agreed to fix the game, and that the straw bettor could place bets on the game, telling him “we locked in[,] he [defendant ARNOLD] gone call after practice tho.”

101. On or about February 28, 2024, in the NCAA men’s basketball game between Southern Mississippi and South Alabama, defendant ARLANDO ARNOLD attempted to underperform in and influence the first half of the game, but the first half ended in a tie score, resulting in the fixers losing their bets. Defendant ARNOLD scored zero points in the first half.

102. Following this failed attempt, and given the substantial betting losses for the fixers, defendant ARLANDO ARNOLD agreed to make up for the losses by helping to fix an upcoming Southern Mississippi game against the University of Louisiana at Lafayette Rajin’.

Cajuns Men's Basketball Team ("Louisiana-Lafayette"). Shortly before this game, defendant ARNOLD, Person #9, and Person #10 engaged in a FaceTime call with defendant MARVES FAIRLEY and Antonio Blakeney. In that call, defendant ARNOLD and the other Southern Mississippi players agreed to underperform in and influence the upcoming game against Louisiana-Lafayette in exchange for bribes. To further the scheme, Person #9 agreed to sit out that game.

103. On or about March 1, 2024, Southern Mississippi played against Louisiana-Lafayette at the Cajundome in Lafayette, Louisiana. Louisiana-Lafayette was favored by approximately 5 points in the first half at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendant SHANE HENNEN and Antonio Blakeney, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$161,000 on Louisiana-Lafayette to cover the first-half spread.

104. On or about March 1, 2024, in the NCAA men's basketball game between Southern Mississippi and Louisiana-Lafayette, defendant ARLANDO ARNOLD, Person #9, and Person #10 underperformed in and influenced the first half as they had agreed. Louisiana-Lafayette outscored Southern Mississippi in the first half 39 to 23, covering the spread of approximately 5 points, and the fixers won their bets. Without the Southern Mississippi players intentionally underperforming in the second half of the game, Southern Mississippi played substantially better, with both teams scoring 38 points. Louisiana-Lafayette won the game 77 to 61.

105. On or about March 3, 2024, defendant MARVES FAIRLEY texted with a co-schemer about providing the bribe payments to defendant ARLANDO ARNOLD and his teammates for successfully fixing the Louisiana-Lafayette game. Defendant FAIRLEY texted,

“I’m gone swing by [the co-schemer’s] spot later and give him the bread [money].” Defendant FAIRLEY later paid defendant ARNOLD tens of thousands of dollars as bribe payments for defendant ARNOLD and his teammates fixing the Louisiana-Lafayette game.

106. After this game and after receiving the bribe payments, defendant ARLANDO ARNOLD continued to help recruit other NCAA men’s basketball players for the point-shaving scheme. For example, in or about March 2024, defendant ARNOLD recruited defendant CARLOS HART for this scheme. Later, in or about December 2024, defendant ARNOLD worked with defendant JALEN SMITH to attempt to recruit for the scheme three players on the Southern Mississippi basketball team.

CAMIAN SHELL – North Carolina A&T State University

107. In or about late February 2024, the fixers, including defendants JALEN SMITH and RODERICK WINKLER, and Antonio Blakeney, recruited for their point-shaving scheme defendant CAMIAN SHELL, a guard, and Person #11, known to the grand jury, on the North Carolina A&T State University Aggies Men’s Basketball Team (“North Carolina A&T”). In FaceTime calls with the fixers, defendant SHELL and Person #11 agreed to underperform in and influence an upcoming North Carolina A&T game.

108. On or about February 29, 2024, North Carolina A&T played against the Towson University Tigers Men’s Basketball Team (“Towson”) at the Corbett Sports Center in Greensboro, North Carolina. Towson was favored by approximately 7 points in the first half at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$458,000 on Towson. Most of these wagers were placed on Towson to cover the first-half spread, and the remainder

were placed on the Towson money line in the first half. Defendant FAIRLEY, Antonio Blakeney, and other co-schemers engaged in numerous text message communications coordinating the wagers on this game.

109. In the hours leading up to the game between North Carolina A&T and Towson, defendant JALEN SMITH communicated via text and on the telephone with defendant CAMIAN SHELL about the details of their scheme to fix this game. In text message communications, for example, defendant SMITH directed defendant SHELL to ensure that North Carolina A&T failed to cover the spread and that the score not be close: “10 or more points bro[,] we should[n’]t need sweating sh*t.” Defendant SMITH then told defendant SHELL that he would pay other North Carolina AT&T players if defendant SHELL needed them for the point-shaving scheme during the game: “If it start looking shaky[,] tell 2 or 3 other [North Carolina AT&T players] what it is and they paid too.” Defendant SHELL answered affirmatively, adding a “love” emoji to defendant SMITH’s text.

110. On or about February 29, 2024, in the NCAA men’s basketball game between North Carolina A&T and Towson, defendant CAMIAN SHELL and Person #11 underperformed in and influenced the first half as they had agreed. Towson outscored North Carolina A&T 42 to 21 in the first half, covering the spread, and the fixers won their bets. Without the North Carolina A&T players intentionally underperforming in the second half of the game, North Carolina A&T played substantially better, with Towson outscoring North Carolina A&T 42 to 37. Towson won the game 84 to 58.

111. Shortly after this game, on or about February 29, 2024, and continuing through the next day, defendant JALEN SMITH texted with defendant CAMIAN SHELL about delivering the bribe payments to defendant SHELL in Greensboro, North Carolina. When

defendant SHELL responded that he might have difficulty meeting defendant SMITH because of basketball obligations, defendant SMITH suggested making the delivery of the bribe payment to someone else for defendant SHELL. Defendant SHELL responded, “Hell nah[,] [ain’t] nobody down here I trust, what time it say you gone get here?” After additional text exchanges, defendant SHELL said, “How much was it suppose to be just in case bruh try to touch our sh*t?”

SIMEON COTTLE and DEMOND ROBINSON – Kennesaw State University

112. In or about late February 2024, the fixers, including defendants JALEN SMITH and ALBERTO LAUREANO, and Antonio Blakeney, recruited for their point-shaving scheme defendants SIMEON COTTLE, a guard, and DEMOND ROBINSON, a forward, and Person #12, known to the grand jury, on the Kennesaw State University Owls Men’s Basketball Team (“Kennesaw State”). Defendant SMITH first spoke with defendant COTTLE in a FaceTime call and enlisted defendant COTTLE to recruit his teammates for the scheme, which defendant COTTLE did. Defendants COTTLE and ROBINSON, and Person #12, then agreed to underperform in and influence an upcoming Kennesaw State game in exchange for bribe payments.

113. On or about March 1, 2024, defendants JALEN SMITH and SIMEON COTTLE texted about the game that night between Kennesaw State and the Queens University Royals Men’s Basketball Team (“Queens”). They arranged to speak on FaceTime about the details of the point-shaving scheme with Antonio Blakeney and the other Kennesaw State players involved in the scheme, including defendant DEMOND ROBINSON and Person #12. Defendant SMITH, who was planning to fly to the game to make the bribe payments to the Kennesaw State players, texted defendant COTTLE, “I need both of y’all on FaceTime with me twice today so let’s see if we can do a call right after shoot around . . . just to make sure y’all

good and really locked in [T]his money guaranteed[,] ima be at the game with [the money] so I just don't want no issues all yall end." Defendant COTTLE responded affirmatively to this text and reassured defendant SMITH that they were ready. Defendant SMITH then sent defendant COTTLE a photograph of approximately \$100,000 in cash that defendant SMITH was carrying on the plane, acknowledging the large amount of money at stake in the point-shaving scheme and defendant SMITH's commitment to making bribe payments to the Kennesaw State players for their participation in the scheme.

114. On or about March 1, 2024, Kennesaw State played against Queens in an NCAA men's basketball game at the Curry Arena in Charlotte, North Carolina. Queens was favored by approximately 1.5 points for the first half at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$20,000 on Queens to cover the first-half spread. To increase the profitability of their scheme, these wagers included "parlays" on this game along with other games that the schemers had fixed by bribing players. The fixers, including defendants JALEN SMITH, FAIRLEY, HENNEN, and ALBERTO LAUREANO engaged in numerous text message communications discussing and coordinating the wagers on this game. For example, on or about the date of the game, defendant LAUREANO texted defendant SMITH: "Locked in Kennesaw or need him still?" Defendant FAIRLEY texted defendant HENNEN: "Queens ny first half," and then defendant HENNEN texted a straw bettor: "Queens ny -1 first half and money line."

115. On or about March 1, 2024, in the NCAA men's basketball game between Kennesaw State and Queens, defendants SIMEON COTTLE and DEMOND ROBINSON, and

Person #12, underperformed in and influenced the first half as they had agreed. Queens outscored Kennesaw State in the first half 52 to 39, covering the spread, and the fixers won their bets. Without the Kennesaw State players intentionally underperforming in and influencing the second half of the game, Kennesaw State played substantially better, outscoring Queens 43 to 39. Kennesaw State won the game 91 to 82, while defendant COTTLE scored zero points in the first half and 13 points in the second half.

116. The next day, on or about March 2, 2024, defendant JALEN SMITH texted with defendant SIMEON COTTLE to arrange to deliver the bribe payments, with defendant SMITH telling defendant COTTLE that he was “brin[g]ing money to the school and handing it to YOU.” On or about March 4, 2024, defendant COTTLE provided defendant SMITH with an address for the delivery of the bribe payments on the campus of Kennesaw State, and defendant SMITH texted defendant COTTLE that he would bring the “bread,” or bribe payment, to him there. Defendants SMITH and MARVES FAIRLEY then arranged for a co-schemer to deliver approximately \$40,000 in cash to defendant COTTLE as the bribe payments for defendants COTTLE and DEMOND ROBINSON, and Person #12.

117. In the following NCAA men’s basketball season, defendant SIMEON COTTLE attempted to continue to participate in the point-shaving scheme with defendant JALEN SMITH. In or about November 2024, defendants COTTLE and SMITH communicated via text about the scheme. Defendant COTTLE told defendant SMITH that he was trying to recruit other players for the scheme, and defendant SMITH offered to “flash 200k [\$200,000] or sumn to help persuade” those players. Defendant COTTLE then responded to defendant SMITH that the other players were not interested.

Coppin State University

118. In or about early March 2024, the fixers, including defendant JALEN SMITH and Antonio Blakeney, recruited for their point-shaving scheme players on the Coppin State University Eagles Men's Basketball Team ("Coppin State"). The fixers offered Person #13, known to the grand jury, bribe payments to underperform in and influence an upcoming game against the South Carolina State University Bulldogs Men's Basketball Team ("South Carolina State"). They also encouraged Person #13 to recruit other players for this scheme. In FaceTime calls with defendant SMITH and Antonio Blakeney, Person #13 agreed to participate in the scheme.

119. On or about March 4, 2024, Coppin State played against South Carolina State at the Physical Education Complex in Baltimore, Maryland. South Carolina State was favored by approximately 9 points for the full game at sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendants MARVES FAIRLEY and SHANE HENNEN, and others acting at their direction, placed wagers with various sportsbooks on South Carolina State to cover the full-game spread. Those bets failed as South Carolina State did not cover the spread, winning the game 61 to 58.

120. On or about March 4, 2024, around halftime of the game between South Carolina State and Coppin State, when the score of the game was tied, defendant JALEN SMITH texted Person #13. Defendant SMITH expressed his concern about the score of the game and urged Person #13 to underperform in the second half so that South Carolina State would cover the spread: "Wtf [what the f*ck] u doing[,] it need to be a blowout . . . You hooping yo ass off wtf [what the f*ck] . . . U supposed to be f*cking losing[,] you costing us money . . . Get yo ass blow[n] out next half bro . . ." Person #13 responded to defendant SMITH in a text message

after the game and explained that South Carolina State was playing so poorly that it was difficult for Person #13 to ensure that Coppin State lose the game by more than the point spread: “[T]hey [South Carolina State] so ass I couldn’t even keep they lead together[,] im sorry for th[a]t bro[,] I try to tell my [Coppin State] teammates to chill and all th[a]t bro[,] swear I tried everything in my power second half.”

CARLOS HART – University of New Orleans

121. In or about March 2024, the fixers, including defendants JALEN SMITH, MARVES FAIRLEY, and RODERICK WINKLER, and Antonio Blakeney, recruited for their point-shaving scheme defendant CARLOS HART, a guard on the University of New Orleans Privateers Men’s Basketball Team (“New Orleans”). As part of this recruitment process, the fixers used a player on another team who also was involved in the scheme, defendant ARLANDO ARNOLD, to help encourage defendant HART to participate in the scheme. The fixers engaged in FaceTime calls with defendant HART and offered him bribe payments to participate in the point-shaving scheme. The fixers also asked defendant HART to recruit a teammate for the scheme and to help fix an upcoming New Orleans game. Defendant HART agreed to participate in the scheme and to recruit a teammate to join him.

122. On or about March 11, 2024, New Orleans played against the Lamar University Cardinals Men’s Basketball Team (“Lamar”) at the Townsley Law Arena in Lake Charles, Louisiana, a post-season NCAA men’s basketball game in the second round of the Southland Conference Basketball Championships. Lamar was favored by approximately 11 points for the full game at sportsbooks throughout the United States and elsewhere.

123. Defendant CARLOS HART recruited his teammate, Person #14, known to the grand jury, one of the leading scorers on New Orleans, to participate in the point-shaving

scheme for the game between New Orleans and Lamar. After enlisting Person #14 to join the scheme, defendant HART engaged in FaceTime calls with Person #14 and the fixers, including Antonio Blakeney, to discuss the details of their plan to fix this game. The fixers offered defendant HART and Person #14 a total of \$20,000 to ensure that New Orleans failed to cover the spread of approximately 11 points for the full game.

124. Before the NCAA men's basketball game between New Orleans and Lamar on or about March 11, 2024, the fixers, including defendants MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$150,000 on Lamar to cover the full-game spread.

125. On or about March 11, 2024, in the NCAA men's basketball game between New Orleans and Lamar, defendant CARLOS HART and his teammate, Person #14, underperformed in and influenced the game as they had agreed. Defendant HART scored only 1 point. Lamar won the game 71 to 57, covering the full-game spread, and the fixers won their bets.

126. On or about March 12, 2024, defendants MARVES FAIRLEY and CARLOS HART, and Antonio Blakeney, communicated via text about making the bribe payment of \$20,000 to defendant HART and Person #14 for their roles in fixing the Lamar game. Defendant FAIRLEY then arranged for a co-schemer to deliver \$20,000 in cash to defendant HART at a casino in Biloxi, Mississippi. The co-schemer then made the cash payment to defendant HART as directed.

AIRION SIMMONS – Abilene Christian University

127. In or about March 2024, the fixers, including defendants JALEN SMITH, MARVES FAIRLEY, and RODERICK WINKLER, and Antonio Blakeney, recruited for their point-shaving scheme defendant AIRION SIMMONS, a forward on the Abilene Christian University Wildcats Men’s Basketball Team (“Abilene Christian”). The fixers engaged in FaceTime calls with defendant SIMMONS and offered him bribe payments to underperform in and influence upcoming Abilene Christian games. Over the course of their corrupt dealings together, defendant SIMMONS agreed with the fixers to participate in the scheme and to help recruit for the scheme additional players on the Abilene Christian team.

128. On or about March 19, 2024, Abilene Christian played against the Texas A&M University-Corpus Christi Islanders Men’s Basketball Team (“Texas A&M-Corpus Christi”) at the Wisdom Gym in Stephenville, Texas. Texas A&M-Corpus Christi was favored by approximately 2 points in the first half and approximately 3.5 points for the full game at sportsbooks throughout the United States and elsewhere. For this game, defendant AIRION SIMMONS had recruited his teammate, Person #15, known the grand jury, to join the point-shaving scheme. The fixers and defendant SIMMONS agreed that defendant SIMMONS and Person #15 would attempt to ensure that Abilene Christian failed to cover the first-half and full-game spreads.

129. Before the NCAA men’s basketball game between Abilene Christian and Texas A&M-Corpus Christi on or about March 19, 2024, the fixers, including defendant MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$82,000 on Texas A&M-Corpus Christi to cover the first-half and full-game spreads. These bets were

unsuccessful as Abilene Christian outscored Texas A&M-Corpus Christi 36 to 33 in the first half and 73 to 63 in the full game.

130. Following this game, the fixers, including defendants JALEN SMITH, MARVES FAIRLEY, and RODERICK WINKLER, and Antonio Blakeney, communicated via text about their losses. In particular, the fixers said that they should have recruited more players on Abilene Christian to participate in the point-shaving scheme, like they had on the Buffalo, Robert Morris, and DePaul men's basketball teams. Blakeney told his co-schemers, "With buffalo we had 3 main guys . . . Robert morris same . . . Depual same." Defendant AIRION SIMMONS also told Blakeney that Person #15, whom defendant SIMMONS had recruited for the game against Texas A&M-Corpus Christi, did not perform poorly as he had agreed. Defendant SIMMONS also said that he (SIMMONS) was injured during the game, and his replacement played well. Defendant SIMMONS asked for an opportunity to make up for the betting losses by fixing the next Abilene Christian game.

131. Defendant AIRION SIMMONS then agreed to help ensure that Abilene Christian failed to cover the first-half and full-game spreads in their upcoming game on or about March 20, 2024, against the Tarleton State University Texans Men's Basketball Team ("Tarleton State"). Tarleton State was favored by approximately 4 points in the first half and by approximately 5.5 points for the full game. Before this game, the fixers, including defendants MARVES FAIRLEY, SHANE HENNEN, and RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks totaling at least approximately \$40,000 on Tarleton State to cover the first-half and full-game spreads.

132. On or about March 20, 2024, Abilene Christian played against Tarleton State at the Wisdom Gym in Stephenville, Texas. Defendant AIRION SIMMONS and Person

#15 underperformed in and influenced the game as they had agreed. Tarleton State outscored Abilene Christian 37 to 25 in the first half and 49 to 34 in the second half, winning the game 86 to 59. Abilene Christian thus covered both the first-half and full-game spreads. The fixers won the bets they made on Tarleton State, while defendant SIMMONS scored zero points.

JALEN TERRY and DA'SEAN NELSON – Eastern Michigan

133. For the 2024-2025 season, defendant JALEN TERRY transferred from DePaul to play for the Eastern Michigan State University Eagles Men's Basketball Team ("Eastern Michigan"). Having fixed games as part of this point-shaving scheme with DePaul, defendant TERRY continued to engage in this scheme while playing for Eastern Michigan.

134. In or about November and December 2024, defendants JALEN SMITH and JALEN TERRY communicated via text and telephone about selecting games for the scheme and identifying players whom defendant TERRY could recruit, including defendant DA'SEAN NELSON. Defendant NELSON also had transferred from DePaul to Eastern Michigan after having participated in the scheme when playing for DePaul.

135. For example, on or about November 21, 2024, defendants JALEN SMITH and JALEN TERRY texted about fixing the game later that evening between Eastern Michigan and the Oakland University Golden Grizzlies Men's Basketball Team ("Oakland"). In discussing the spread on the game, defendant SMITH said, "You tell me they got y'all losing today by 8." Defendant TERRY responded, "What about first half?" Defendant SMITH agreed and asked, "U [defendant TERRY,] Nelson [defendant DA'SEAN NELSON,] and who else[?] I need that other leading scorer please." Defendant TERRY then expressed his eagerness to fix games at Eastern Michigan: "I'm lowkey pissed we could've did 2 games already," and then answered defendant SMITH, "Its really just me and Nelson [defendant NELSON]."

136. On or about November 21, 2024, in additional text message communications, defendant JALEN SMITH told defendant JALEN TERRY that he needed to recruit his Eastern Michigan teammates into the point-shaving scheme, and they could all make large amounts of money in the scheme: “Need all yall like last year and it’s a lock money super duper good let’s work.”

137. On or about November 21, 2024, Eastern Michigan played against Oakland at the OU Credit Union O’rena in Rochester, Michigan. Oakland was favored by approximately 4 points in the first half with sportsbooks throughout the United States and elsewhere. Before this game, the fixers and others acting at their direction placed tens of thousands of dollars in wagers on Oakland to cover the first-half spread against Eastern Michigan.

138. On or about November 21, 2024, in the NCAA men’s basketball game between Eastern Michigan and Oakland, defendants JALEN TERRY and DA’SEAN NELSON underperformed in and influenced the first half as they had agreed. Oakland covered the first-half spread, outscoring Eastern Michigan 38 to 26, and the fixers won their bets. Without the Eastern Michigan players intentionally underperforming in the second half of the game, Eastern Michigan played substantially better, outscoring Oakland 40 to 28. Eastern Michigan won the game 68 to 64, although defendant TERRY scored zero points in the first half.

139. After this game, on or about November 21 and 22, 2024, defendants JALEN SMITH and JALEN TERRY discussed in text messages the delivery of the bribe payments to defendant TERRY. On or about November 22, 2024, defendant SMITH told defendant TERRY to let him know when he received the money, and about 30 minutes later, defendant TERRY responded, “Got it. Counting now.”

140. In further text message communications about selecting games for the scheme and arranging for defendant JALEN SMITH to make bribe payments to the players, on or about December 6, 2024, defendant SMITH texted defendant JALEN TERRY, “Sunday first half? I pull up Monday? . . . I’m asking so I can get to y’all[,] can we do Saturday and I bring all the bread [money] the same day?” Defendant TERRY suggested waiting for a later game.

141. On or about December 21, 2024, defendant JALEN SMITH texted defendant JALEN TERRY about fixing the game that Eastern Michigan was playing that day against the Wright State University Raiders Men’s Basketball Team (“Wright State”). Defendant SMITH apologized for the late notice, offered to pay the players immediately through an electronic transfer, and urged defendant TERRY to commit to fixing this game: “. . . bro let me send 3k [\$3,000] right now a band for each of yall so you know I ain’t joking . . . Let me get today game[.] I will personally meet you after the game on my f*cking soul WITH EVERYTHING like I said I’ll send 3k [\$3,000] right now. . . .” Defendant TERRY responded, “Let’s do it.” After further text message communications about the point-shaving scheme and making the bribe payments, defendant SMITH said, “We gotta stop ta[l]king so crazy on the text,” acknowledging the need to limit text message communications between each other to conceal the scheme from authorities.

142. On or about December 21, 2024, Eastern Michigan played against Wright State at the Gervin GameAbove Center in Ypsilanti, Michigan. Wright State was favored by approximately 3 points for the first half with sportsbooks throughout the United States and elsewhere. Before this game, the fixers, including defendant RODERICK WINKLER, and others acting at their direction, placed wagers with various sportsbooks on Wright State to cover the first-half spread.

143. On or about December 21, 2024, in the NCAA men's basketball game between Eastern Michigan and Wright State, defendants JALEN TERRY and DA'SEAN NELSON underperformed in and influenced the first half as they had agreed. Wright State outscored Eastern Michigan 38 to 27, covering the spread, and the fixers won their bets. Without the Eastern Michigan players intentionally underperforming in the second half of the game, Eastern Michigan played substantially better, outscoring Wright State 59 to 44. Eastern Michigan won the game 86 to 82. Defendants TERRY and NELSON each scored twice the number of points in the second half than they scored in the first half.

144. After this game, defendants JALEN SMITH and JALEN TERRY communicated via text about defendant SMITH making the bribe payments to defendant TERRY. As part of this conversation, defendant SMITH apologized for the delay in delivering the money, but reassured defendant TERRY that he wanted to continue with the point-shaving scheme: "Bro, I am really sorry it took me a while to get the money from [a co-schemer]. . . I refuse to play with your bread [money] bro and I know this look bad because if we want to do another game yall gone think im playing with the bread [money]."

SHAWN FULCHER and Corey Hines – Alabama State University

145. For the 2024-2025 season, defendant SHAWN FULCHER transferred from Buffalo to Alabama State University to play for the Alabama State University Hornets Men's Basketball Team ("Alabama State"). Having fixed games as part of this point-shaving scheme with Buffalo, defendant FULCHER continued to engage in this scheme while playing for Alabama State. In or about November 2024, working closely with defendant JALEN SMITH, defendant FULCHER recruited for this scheme multiple Alabama State teammates, including a

guard on the team, Corey Hines, as well as Person #16 and Person #17, both known to the grand jury.

146. Defendants JALEN SMITH and SHAWN FULCHER discussed their plans for this point-shaving scheme in text message communications. On or about November 10, 2024, defendant SMITH told defendant FULCHER that if he successfully recruited for the scheme Corey Hines, Person #16, and Person #17, “on my mama u [defendant FULCHER] gone be a rich young man this year,” given all of the bribe payments defendant FULCHER would receive. Defendant FULCHER texted defendant SMITH that he was eager to fix games: “Bro honestly we need to get this sh*t rolling the right way asap! I ain’t even touch the floor tonight idk why or what my coach on but at this point I don’t even give a f*ck I’m just tryna get paid bro! I got my [Alabama State teammates] on board . . . so we good.”

147. Continuing their text exchange, on or about December 4, 2024, defendant JALEN SMITH told defendant SHAWN FULCHER that he was trying to make a bet of “100k [\$100,000] tomorrow lmk [let me know].” Defendant FULCHER responded, “Say no[]more Ima get on the phone with yall after practice.” Defendant FULCHER then told defendant SMITH that several of his Alabama State teammates had agreed to participate in the scheme and arranged for them to all speak together on FaceTime. On or about December 5, 2024, defendant FULCHER told defendant SMITH about Corey Hines, “And I spoke to [Hines,] I told [Hines] straight up. don’t not try no extra sh*t today or get off crazy and i got sum extra bread [money] for you,” and defendant FULCHER said that Hines agreed.

148. On or about December 5, 2024, defendants JALEN SMITH and SHAWN FULCHER, along with Corey Hines, Person #16, and Person #17, communicated via text about the point-shaving scheme. In exchange for bribe payments, the players agreed to underperform in

and influence the game later that day between Alabama State and the Southern Mississippi Golden Eagles Men’s Basketball Team (“Southern Mississippi”). Southern Mississippi was favored by approximately 6 points for the full game with sportsbooks throughout the United States and elsewhere. Defendant SMITH told the players, “Lose by 6 full game no excuses on yall end I ain’t got no excuses on my end I’m make sure yall situated.” Defendant SMITH emphasized his point, telling the Alabama State players to lose by “like 8” so that he would not “stress.” Defendant FULCHER and his teammates all agreed to follow defendant SMITH’s instructions and make sure that Southern Mississippi covered the spread. Defendant SMITH then sent a photograph of a large stack of cash that he said he was betting on the game, reminded the players of the spread, and told them that he was going to pay them in \$100 bills if the point-shaving scheme succeeded. Defendant FULCHER and his teammates again communicated to defendant SMITH their agreement to participate in the scheme.

149. Shortly before the NCAA men’s basketball game between Alabama State and Southern Mississippi on or about December 5, 2024, defendant JALEN SMITH attempted to place a \$50,000 wager at a casino in Kentucky on Southern Mississippi to cover the full-game spread. The casino rejected the bet but allowed defendant SMITH to wager \$860 on Southern Mississippi.

150. On or about December 5, 2024, in the NCAA men’s basketball game between Alabama State and Southern Mississippi at the Reed Green Coliseum in Hattiesburg, Mississippi, defendant SHAWN FULCHER, Corey Hines, Person #16, and Person #17 underperformed in and influenced the game as they had agreed. However, at the end of the first half, Alabama State led Southern Mississippi 33 to 30, causing defendant JALEN SMITH to send text messages to defendant FULCHER and his Alabama State teammates expressing his

concern about the score of the game. Defendant SMITH urged the Alabama State players to play poor defense, telling them to “LET [the Southern Mississippi players] LAY IT UP.” Person #17 responded to the text messages, conveying his commitment to the scheme and explaining that Southern Mississippi was “so bad” that the players were having trouble throwing the game.

151. During the second half of the Southern Mississippi game, defendant SHAWN FULCHER, Corey Hines, Person #16, and Person #17 ensured that Southern Mississippi covered the spread. Southern Mississippi outscored Alabama State 51 to 31 in the second half and won the game 81 to 64. Southern Mississippi thus covered the spread, and the fixers won their bets.

152. Shortly after this game, on or about December 5, 2024, defendant JALEN SMITH engaged in further text message communications with defendant SHAWN FULCHER, Corey Hines, Person #16, and Person #17. Defendant SMITH told the Alabama State players that he planned to fly to Mississippi to pay them for fixing the Southern Mississippi game. Defendant FULCHER and the other players communicated in the text exchange their agreement and interest in receiving the bribe payments. However, defendant SMITH failed to deliver the promised payments.

DYQUAVION SHORT and CEDQUAVIOUS HUNTER – University of New Orleans

153. In or about late December 2024, the fixers, including defendants JALEN SMITH and MARVES FAIRLEY, recruited for their point-shaving scheme defendants DYQUAVION SHORT and CEDQUAVIOUS HUNTER, both guards on the University of New Orleans Privateers Men’s Basketball Team (“New Orleans”). The fixers also attempted to recruit for the scheme other New Orleans players, including Person #18 and Person #19, both known to the grand jury. In FaceTime communications with the fixers, defendants SHORT and

HUNTER agreed to underperform in and influence upcoming New Orleans games in exchange for bribe payments.

154. As part of the point-shaving scheme, at the direction of defendant JALEN SMITH, working with defendant MARVIS FAIRLEY, defendants DYQUAVION SHORT and CEDQUAVIOUS HUNTER underperformed in and influenced at least three New Orleans basketball games, ensuring that New Orleans did not cover the spread in those games. Defendants SMITH and FAIRLEY, and others working at their direction, placed bets on New Orleans' opponents in each of the games to cover the full-game spread. After the bets succeeded, defendants SMITH and FAIRLEY, and other fixers, arranged for the delivery of thousands of dollars in bribe payments to defendants SHORT and HUNTER. The three fixed New Orleans games are described in the below paragraphs.

155. On or about December 28, 2024, New Orleans played against the McNeese State University Cowboys Men's Basketball Team ("McNeese State") in an NCAA men's basketball game at the Townsley Law Arena in Lake Charles, Louisiana. McNeese State was favored by approximately 23 points for the full game at sportsbooks throughout the United States and elsewhere. McNeese State won the game 86 to 61, covering the spread of approximately 23 points, and the fixers won their bets.

156. On or about December 30, 2024, New Orleans played against the Vanderbilt University Commodores Men's Basketball Team ("Vanderbilt") in an NCAA men's basketball game at the Memorial Gymnasium in Nashville, Tennessee. Vanderbilt was favored by approximately 33 points for the full game at sportsbooks throughout the United States and elsewhere. Vanderbilt won the game 100 to 56, covering the spread of approximately 33 points, and the fixers won their bets.

157. On or about January 11, 2025, New Orleans played against the Southeastern Louisiana University Lions Men's Basketball Team ("Southeastern Louisiana") in an NCAA men's basketball game at the Lakefront Arena in New Orleans, Louisiana. Southeastern Louisiana was favored by approximately 6.5 points for the full game at sportsbooks throughout the United States and elsewhere. Southeastern Louisiana won the game 91 to 71, covering the spread of approximately 6.5 points, and the fixers won their bets.

All in violation of Title 18, United States Code, Sections 224 and 2.

COUNT TWO
(Conspiracy to Commit Wire Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

At all times relevant to this indictment:

1. Paragraphs 1 through 13 of Count One are incorporated here.

THE CONSPIRACY

2. From at least in or about September 2022, through at least in or about

February 2025, in the Eastern District of Pennsylvania, and elsewhere, defendants

**JALEN SMITH,
a/k/a “J,”
MARVES FAIRLEY,
a/k/a “Vez,”
a/k/a “Vezino,”
a/k/a “Vezino Locks,”
SHANE HENNEN,
a/k/a “Sugar Shane,”
RODERICK WINKLER,
a/k/a “Big Rod,”
ALBERTO LAUREANO,
a/k/a “Ferg,”
ARLANDO ARNOLD,
a/k/a “Mo,”
SIMEON COTTLE,
KEVIN CROSS,
BRADLEY EZEWIRO,
SHAWN FULCHER,
CARLOS HART,
MARKEESE HASTINGS,
CEDQUAVIOUS HUNTER,
a/k/a, “Dae Dae,”
OUMAR KOUREISSI,
DA’SEAN NELSON,
DEMOND ROBINSON,
CAMIAN SHELL,
DYQUAVION SHORT,
a/k/a “Jah,”
AIRION SIMMONS, and
JALEN TERRY**

conspired and agreed with each other, and with others known and unknown to the grand jury, to devise and intend to devise, and willfully participate in, a scheme and artifice to defraud various sportsbooks, as well as individual sports bettors, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, and to transmit and cause to be transmitted wire communications in interstate and foreign commerce to execute the scheme to defraud, in violation of Title 18, United States Code, Section 1343.

MANNER AND MEANS

It was a part of the conspiracy that:

3. Paragraphs 15 through 157 of Count One are incorporated here.
4. As described throughout this indictment, from at least in or about

September 2022, through at least in or about February 2025, the defendants, together and with others, engaged in a point-shaving scheme where the defendant basketball players agreed, in exchange for bribes, to fix and influence National Collegiate Athletic Association (“NCAA”) and Chinese Basketball Association (“CBA”) men’s basketball games. The defendants who were operating the scheme then placed and caused others to place large wagers through various sportsbooks on those games. In placing these wagers on games they had fixed, the defendants defrauded sportsbooks, as well as individual sports bettors, who were all unaware that the defendants had corruptly manipulated the outcome of these games that should have been decided fairly, based on genuine competition and the best efforts of the players. Likewise, in placing these wagers, the defendants made and caused others to make materially false and misleading representations to the sportsbooks, including that they were placing their wagers without having corruptly manipulated the outcome of those games.

5. In many instances, the defendants' wagers on the fixed games were successful and were paid out, resulting in financial losses to the sportsbooks. The sportsbooks would not have paid out those wagers had they known that the defendants fixed those games. Individual sports bettors who were unaware that NCAA and CBA players had engaged in a point-shaving scheme, also placed wagers on the fixed games, often on the other side of the wagers placed by the defendants, resulting in financial losses to the individual bettors. Individual bettors also would not have bet on those games as they did if they had known that the defendants had fixed those games.

All in violation of Title 18, United States Code, Section 1349.

COUNT THREE
(Wire Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

At all times relevant to this indictment:

1. Paragraphs 1 through 13 of Count One are incorporated here.

THE SCHEME

2. From at least in or about September 2022, through at least in or about February 2025, in the Eastern District of Pennsylvania, and elsewhere, defendants

**MARVES FAIRLEY,
a/k/a “Vez,”
a/k/a “Vezino,”
a/k/a “Vezino Locks,” and
SHANE HENNEN,
a/k/a “Sugar Shane,”**

and others known and unknown to the grand jury, knowingly devised and intended to devise, and willfully participated in, a scheme and artifice to defraud various sportsbooks, as well as individual sports bettors, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was a part of the scheme that:

3. Paragraphs 15 through 157 of Count One are incorporated here.
4. Paragraphs 4 and 5 of Count Two are incorporated here.

THE WIRING

5. On or about March 5, 2023, in the Eastern District of Pennsylvania, and elsewhere, having devised and intended to devise, and having willfully participated in, the scheme to defraud, defendants

**MARVES FAIRLEY,
a/k/a “Vez,”
a/k/a “Vezino,”
a/k/a “Vezino Locks,” and
SHANE HENNEN,
a/k/a “Sugar Shane,”**

for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate and foreign commerce the following signs, signals, and sounds: a wager with BetRivers Sportsbook at Rivers Casino in Philadelphia, Pennsylvania, of \$168,300 on the Guangdong Southern Tigers (“Guangdong”) to cover the spread in their Chinese Basketball Association (“CBA”) men’s basketball game against the Jiangsu Dragons (“Jiangsu”) on or about March 6, 2023, in which Guangdong was favored to win the game by 11.5 points, causing BetRivers Sportsbook and its processing agent to process this wager in Philadelphia, Pennsylvania, electronically through their computer systems, sending signs, signals, and sounds to computer servers in locations outside of Pennsylvania.

All in violation of Title 18, United States Code, Section 1343.

COUNT FOUR
(Wire Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

At all times relevant to this indictment:

1. Paragraphs 1 through 13 of Count One are incorporated here.

THE SCHEME

2. From at least in or about September 2022, through at least in or about

February 2025, in the Eastern District of Pennsylvania, and elsewhere, defendants

MARVES FAIRLEY,
a/k/a “Vez,”
a/k/a “Vezino,”
a/k/a “Vezino Locks,” and
SHANE HENNEN,
a/k/a “Sugar Shane,”

and others known and unknown to the grand jury, knowingly devised and intended to devise, and willfully participated in, a scheme and artifice to defraud various sportsbooks, as well as individual sports bettors, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was a part of the scheme that:

3. Paragraphs 15 through 157 of Count One are incorporated here.
4. Paragraphs 4 and 5 of Count Two are incorporated here.

THE WIRING

5. On or about March 14, 2023, in the Eastern District of Pennsylvania, and elsewhere, having devised and intended to devise, and having willfully participated in, the scheme to defraud, defendants

**MARVES FAIRLEY,
a/k/a “Vez,”
a/k/a “Vezino,”
a/k/a “Vezino Locks,” and
SHANE HENNEN,
a/k/a “Sugar Shane,”**

for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate and foreign commerce the following signs, signals, and sounds: a wager with BetRivers Sportsbook at Rivers Casino in Philadelphia, Pennsylvania, of \$50,000 on the Zhejiang Golden Bulls (“Zhejiang”) to cover the spread in their Chinese Basketball Association (“CBA”) men’s basketball game against the Jiangsu Dragons (“Jiangsu”) on or about March 15, 2023, in which Zhejiang was favored to win the game by 15 points, causing BetRivers Sportsbook and its processing agent to process this wager in Philadelphia, Pennsylvania, electronically through their computer systems, sending signs, signals, and sounds to computer servers in locations outside of Pennsylvania.

All in violation of Title 18, United States Code, Section 1343.

COUNT FIVE
(Wire Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

At all times relevant to this indictment:

1. Paragraphs 1 through 13 of Count One are incorporated here.

THE SCHEME

2. From at least in or about September 2022, through at least in or about February 2025, in the Eastern District of Pennsylvania, and elsewhere, defendants

JALEN SMITH,
a/k/a “J,”
MARVES FAIRLEY,
a/k/a “Vez,”
a/k/a “Vezino,”
a/k/a “Vezino Locks,”
SHANE HENNEN,
a/k/a “Sugar Shane,”
RODERICK WINKLER,
a/k/a “Big Rod,” and
ALBERTO LAUREANO,
a/k/a “Ferg,”

and others known and unknown to the grand jury, knowingly devised and intended to devise, and willfully participated in, a scheme and artifice to defraud various sportsbooks, as well as individual sports bettors, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was a part of the scheme that:

3. Paragraphs 15 through 157 of Count One are incorporated here.
4. Paragraphs 4 and 5 of Count Two are incorporated here.

THE WIRING

5. On or about February 21, 2024, in the Eastern District of Pennsylvania, and elsewhere, having devised and intended to devise, and having willfully participated in, the scheme to defraud, defendants

JALEN SMITH,
a/k/a “J,”
MARVES FAIRLEY,
a/k/a “Vez,”
a/k/a “Vezino,”
a/k/a “Vezino Locks,”
SHANE HENNEN,
a/k/a “Sugar Shane,”
RODERICK WINKLER,
a/k/a “Big Rod,” and
ALBERTO LAUREANO,
a/k/a “Ferg,”

for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate and foreign commerce the following signs, signals, and sounds: a wager with FanDuel Sportsbook at Live! Casino in Philadelphia, Pennsylvania, of \$30,000 on the St. Bonaventure Bonnies Men’s Basketball Team (“St. Bonaventure”) to cover the first-half spread in their National Collegiate Athletic Association (“NCAA”) men’s basketball game against the La Salle Explorers Men’s Basketball Team on or about February 21, 2024, in which St. Bonaventure was favored by approximately 5.5 points, causing FanDuel Sportsbook to process this wager in Philadelphia, Pennsylvania, electronically through its computer systems, sending signs, signals, and sounds to computer servers in locations outside of Pennsylvania.

All in violation of Title 18, United States Code, Section 1343.

NOTICE OF FORFEITURE 1

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Sections 224, 1349, and 1343, set forth in this indictment, defendants

**JALEN SMITH,
a/k/a "J"
MARVES FAIRLEY,
a/k/a "Vez,"
a/k/a "Vezino,"
a/k/a "Vezino Locks,"
SHANE HENNEN,
a/k/a "Sugar Shane,"
RODERICK WINKLER,
a/k/a "Big Rod," and
ALBERTO LAUREANO,
a/k/a "Ferg,"**

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such violations.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(l)(C).

NOTICE OF FORFEITURE 2

1. As a result of the violations of Title 18, United States Code, Sections 224 and 1349, set forth in this indictment, defendants

**ARLANDO ARNOLD,
a/k/a "Mo,"
SIMEON COTTLE,
KEVIN CROSS,
BRADLEY EZEWIRO,
SHAWN FULCHER,
CARLOS HART,
MARKEESE HASTINGS,
CEDQUAVIOUS HUNTER,
a/k/a "Dae Dae,"
OUMAR KOUREISSI,
DA'SEAN NELSON,
DEMOND ROBINSON,
CAMIAN SHELL,
DYQUAVION SHORT,
a/k/a "Jah,"
AIRION SIMMONS, and
JALEN TERRY**

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such violations.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

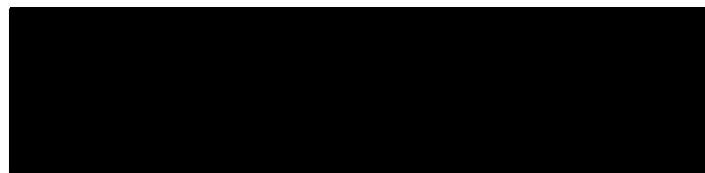
- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or

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

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(l)(C).

A TRUE BILL:



Salvatore L. Astolfi for
DAVID METCALF
UNITED STATES ATTORNEY

No. -----

UNITED STATES DISTRICT COURT

Eastern District of Pennsylvania

Criminal Division

THE UNITED STATES OF AMERICA

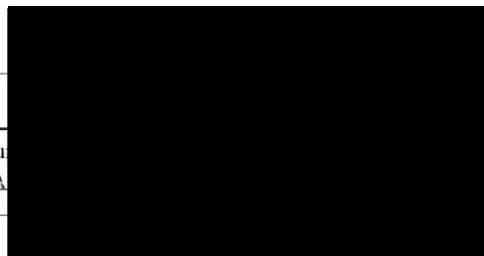
vs.

JALEN SMITH, et al.

INDICTMENT

**18 U.S.C. § 224 (bribery in sporting contests – 1 count);
18 U.S.C. § 1349 (conspiracy to commit wire fraud – 1 count);
18 U.S.C. § 1343 (wire fraud – 3 counts)
18 U.S.C. § 2 (aiding and abetting)**

Notice of Forfeiture



Filed in open cou
Of John

Bail, \$ _____