

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

**FILED**  
At Albuquerque NM

DEC 13 2010

**MATTHEW J. DYKMAN**  
CLERK

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DION CHATO, )  
 )  
 Defendant. )

Cr. No. 10-2833 LH

**PLEA AGREEMENT**

Pursuant to Rule 11, Fed. R. Crim. P., the parties notify the Court of the following agreement between the United States Attorney for the District of New Mexico, the Defendant, DION CHATO, and the Defendant's counsel, ALFRED CREECY:

**REPRESENTATION BY COUNSEL**

1. The Defendant understands the Defendant's right to be represented by an attorney and is so represented. The Defendant has thoroughly reviewed all aspects of this case with the Defendant's attorney and is fully satisfied with that attorney's legal representation.

**RIGHTS OF THE DEFENDANT**

2. The Defendant further understands the Defendant's rights:
- a. to plead not guilty, or having already so pleaded, to persist in that plea;
  - b. to have a trial by jury; and
  - c. at a trial:
    - 1) to confront and cross-examine adverse witnesses,
    - 2) to be protected from compelled self-incrimination,

- 3) to testify and present evidence on the Defendant's own behalf, and
- 4) to compel the attendance of witnesses for the defense.

**WAIVER OF RIGHTS AND PLEA OF GUILTY**

3. The Defendant agrees to waive these rights and to plead guilty to Count 1 of the indictment, charging a violation of 21 U.S.C. § 846, that being Conspiracy, Counts 2, 3, and 4 of the indictment, charging a violation of 21 U.S.C. §§ 841 (a)(1) and (b)(1)(D), that being Distribution of Marijuana, and 18 U.S.C. § 2, that being Aiding and Abetting, Counts 5 and 6 of the indictment, charging a violation of 21 U.S.C. §§ 841 (a)(1) and (b)(1)(D), that being, Distribution of Marijuana, and Count 7 of the indictment, charging a violation of 21 U.S.C. § 856 (a)(1), that being Maintaining or Using a Place for the Distribution and Use of a Controlled Substance.

**SENTENCING**

4. The Defendant understands that the maximum penalty the Court can impose is:
  - a. imprisonment for a period of not more than 5 years as to Counts 1, 2, 3, 4, 5, and 6; and imprisonment for a period of not more than 20 years as to Count 7;
  - b. a fine not greater than \$250,000 as to Counts 1, 2, 3, 4, 5, and 6; and a fine not greater than \$500,000 as to Count 7;
  - c. a mandatory term of supervised release of not less than 2 years that must follow any term of imprisonment as to Counts 1, 2, 3, 4, 5, and 6; and a mandatory term of supervised release of not less than 3 years that must follow any term of imprisonment as to Count 7. (If the Defendant serves a

term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked -- even on the last day of the term -- and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);

- d. a mandatory special penalty assessment of \$100.00; and
- e. restitution as may be ordered by the Court.

5. The parties recognize that the federal sentencing guidelines are advisory, and that the Court is required to consider them in determining the sentence it imposes.

6. The United States reserves the right to make known to the United States Pretrial Services and Probation Office and to the Court, for inclusion in the presentence report to be prepared under Federal Rule of Criminal Procedure 32 any information the United States believes may be helpful to the Court, including but not limited to information about any relevant conduct under U.S.S.G. § 1B1.3.

#### **DEFENDANT'S ADMISSION OF FACTS**

7. By my signature on this plea agreement, I am acknowledging that I am pleading guilty because I am, in fact, guilty of the offense(s) to which I am pleading guilty. I recognize and accept responsibility for my criminal conduct. Moreover, in pleading guilty, I acknowledge that if I chose to go to trial instead of entering this plea, the United States could prove facts sufficient to establish my guilt of the offense(s) to which I am pleading guilty beyond a reasonable doubt. I specifically admit the following facts related to the charges against me, and declare under penalty of perjury that all of these facts are true and correct:

Between mile Posts 21 and 22<sup>S.H.</sup>

On May 21, 2010, I was at my house. I live ~~100 yards west of Mile Post 24, U.S.~~ *Am* *DC*  
Highway 491, Tohatchi, New Mexico. My house is in McKinley County. I shared the house  
with my brother, Nephi Chato. I knowingly and intentionally sold marijuana from this house  
with Nephi from May 21, 2010 through July 30, 2010. Nephi assisted me in selling marijuana  
from the house.

On May 21, 2010, my brother Nephi sent me a text message to let me know that a  
customer had arrived at our house to buy marijuana from me. The customer was actually Officer  
Neill Yazzie from the Navajo Department of Law Enforcement who was working in an  
undercover capacity. I told Nephi (by text message) that I did not want to sell Officer Yazzie a  
quarter pound of marijuana because I wanted to sell it for myself to make more money.

I then went outside where I saw Officer Yazzie. I told Officer Yazzie that I would sell  
him four \$50 amounts of marijuana. Officer Yazzie told me that Nephi had already agreed to sell  
four \$50 amounts of marijuana. I told Officer Yazzie to wait and that I would make sure that  
Nephi made the marijuana "heavier," which means that I wanted to make sure that the marijuana  
would be of better quality.

I then walked to a Ford truck that Nephi had entered on the driver's side. I got into the  
passenger side. Nephi gave me the marijuana. I took the marijuana and returned to where  
Officer Yazzie was waiting. I gave Officer Yazzie a bag containing four clear bags of marijuana.  
I told Officer Yazzie that two of the bags of marijuana had good "bud" in it, which referred to the  
quality of the marijuana. Officer Yazzie paid me \$200 for the marijuana.

I knowingly and intentionally distributed the marijuana with my brother Nephi. I knew that marijuana was an illegal drug. Nephi and I voluntarily sold marijuana from my house to make money.

The United States would prove that the marijuana weighed 38.1 grams and that a chemical analysis confirmed the presence of the controlled substance as marijuana.

On June 14, 2010, at approximately 3:45 p.m., I received a phone call on my cell phone (505) 728-9784 from Officer Yazzie. Officer Yazzie asked me if I had any marijuana for sale. I replied, yes I did. Officer Yazzie asked me how much marijuana I had. I replied that I had a couple of ounces. Officer Yazzie wanted to buy those ounces. I advised that I was in Gallup. Officer Yazzie said that he wanted a couple of ounces but was looking for a "QP," referring to a quarter pound. I agreed to sell two (2) ounces and advised that I would call Officer Yazzie back.

At approximately 3:56 p.m., I sent a text message to Officer Yazzie stating that I was on my way home. I advised Officer Yazzie that I could sell him three (3) ounces of marijuana for \$330. Officer Yazzie agreed on the price and asked if they could meet along the way. I advised that the marijuana was at my house.

At approximately 4:15 p.m., I sent another text message to Officer Yazzie advising that I was home. Officer Yazzie informed me that he was on his way to my house. I informed Officer Yazzie that I would be in the yellow house.

At approximately 4:44, Officer Yazzie arrived at the location in his vehicle.

Officer Yazzie parked in front of the yellow house. There was a silver Pontiac Grand Prix parked next to my residence. I came out of the house and walked to Officer Yazzie's

vehicle. I was holding a clear plastic bag filled with marijuana. Officer Yazzie asked how much I wanted for the marijuana. I replied that I wanted \$330. Officer Yazzie offered me \$350.

At approximately 4:46 p.m., Officer Yazzie paid me \$350 for the marijuana. Officer Yazzie asked me about cocaine. I replied that I did not have any cocaine, but that I had met a new drug dealer. I remarked that I did not know whether the new drug dealer's product was any good. I explained that I usually have my girlfriend or friend test the cocaine to determine its quality. Officer Yazzie inquired whether I would be able to sell more marijuana on Thursday, June 17, 2010. I replied that he would be able to sell more marijuana and asked how much Officer Yazzie wanted. Officer Yazzie told me that he wanted a quarter pound. I agreed. Officer Yazzie said he would come by to pick up the quarter pound of marijuana. Officer Yazzie left the residence.

The United States would prove that the total weight of the marijuana was 75.5 net grams.

On Tuesday, June 15, 2010, at approximately 12:06 p.m., Officer Yazzie called me at (505) 728-9784. I answered. Officer Yazzie explained that he could not meet me on Thursday and needed to know if I could meet on Wednesday to sell the marijuana. I stated that I only had enough for his personal use, but that I would try to get Officer Yazzie some marijuana. I advised that I would let Officer Yazzie know that evening. This phone conversation was captured using an audio recording device.

At approximately 12:36 p.m., I sent a text message to Officer Yazzie. I asked Officer Yazzie how much marijuana he needed. Officer Yazzie replied that he wanted half a pound, but that a quarter pound will do. I offered to sell the quarter pound for \$450. Officer Yazzie agreed.

At approximately 12:45 p.m., I sent a text message to Officer Yazzie advising that I had six (6) ounces of marijuana and would sell Officer Yazzie a quarter pound so that Officer Yazzie would not have to wait until tomorrow. Officer Yazzie advised that he could make it out there that day. I said that I was either going to Gallup or Farmington the next day. Officer Yazzie told me that he would be back in the area in the afternoon or evening the next day. I said that he would be back at my residence the next evening.

At approximately 6:35 p.m., I sent a text message to Officer Yazzie which read, "ima head to Farmington on thurzday. Juz hit me up whenever u can." I told Officer Yazzie to let me know when Officer Yazzie was going to his residence. Officer Yazzie agreed.

On Wednesday, June 16, 2010, at approximately 12:27 p.m., I sent Officer Yazzie a text message which read, "wut time were u planning on come ova? Im in gtown rite now." Officer Yazzie replied that he would be there around 2:00 p.m. or 3:00 p.m. I instructed Officer Yazzie to be there after 2:00 p.m.

At approximately 2:29 p.m., Officer Yazzie sent me a text message asking me if I was home. I replied that I was going to leave Gallup in about 20 minutes. Officer Yazzie asked whether the marijuana was on me or at his home. I advised that the marijuana was at my home. Officer Yazzie told me to let him know when I got home because he was almost in Tohatchi, New Mexico.

I advised Officer Yazzie to text me if he (Officer Yazzie) wanted to get that "Q" now. I sent a text message which read that "My brother iz home. I told him wutz up." Officer Yazzie instructed me to let his brother know that he (Officer Yazzie) was heading over to their place from the gas station."

Officer Yazzie asked me if he would be able to sell half a pound of marijuana. I offered to sell Officer Yazzie five (5) ounces of marijuana for \$560. Officer Yazzie agreed.

Officer Yazzie arrived at my residence at approximately 3:08 p.m. Officer Yazzie saw Nephi Chato come out of the residence. Nephi Chato walked to Officer Yazzie's location. Officer Yazzie told Nephi Chato that I was going to sell him five (5) ounces for \$560. Nephi Chato told Officer Yazzie to park his undercover vehicle in the front of the brown hogan.

At approximately 3:09 p.m., I called Officer Yazzie. Officer Yazzie told me that he was at the residence. I asked whether Officer Yazzie was going to purchase the five (5) ounces of marijuana. Officer Yazzie agreed. I instructed Officer Yazzie to wait while I sent a text message to my brother Nephi Chato to let him know to sell it to Officer Yazzie. Nephi Chato ran back and forth from the brown hogan to the yellow house.

At approximately 3:15 p.m., Nephi Chato came back from the yellow house for a second time. Officer Yazzie saw that Nephi Chato was carrying a clear plastic container filled with marijuana which he took into the brown hogan.

At approximately 3:17 p.m., Nephi Chato came out of the brown hogan with two (2) clear bags of marijuana. Nephi Chato told Officer Yazzie that the first marijuana bag weighed two (2) ounces and the second marijuana bag weighed three (3) ounces.

At approximately 3:18 p.m., Officer Yazzie paid Nephi Chato \$600 for the marijuana. Officer Yazzie asked whether Nephi Chato had any more. Nephi Chato replied that "that's all [Dion Chato] told me to give you." Officer Yazzie left the residence. This conversation was captured using an audio recording device.

The United States would prove that the marijuana weighed 106.1 net grams.

On June 24, 2010, at approximately 8:59 a.m., I sent Officer Yazzie a text message which read, "wutz up brah. U gona need any green when u get back?" Officer Yazzie replied that he needed more marijuana and asked whether I could sell him some cocaine. Officer Yazzie asked to buy half a pound of marijuana and an ounce of cocaine. I replied, "yea. Most likely tha hp (meaning half a pound). Let u know tho."

On June 26, 2010, at approximately 8:52 p.m., I sent Officer Yazzie a text message asking, "how much white were u planning on gettn?" Officer Yazzie replied that he wanted an ounce. I advised that he was going to try to get a hold of his friend. Officer Yazzie told me to let him know.

On June 29, 2010, at approximately 2:14 p.m., I sent Officer Yazzie a text message asking, "when u gona b in tha area." Officer Yazzie replied he did not know yet and told me that he would be in the area the following week.

On July 5, 2010, at approximately 7:43 p.m., Officer Yazzie sent a text message to me saying, "hey homie." I replied. Officer Yazzie asked me whether I was going to be able to sell him the half a pound of marijuana and ounce of cocaine. I asked Officer Yazzie, "@ wut time cuz homiez furl iz gona b in 2mar @ 10am." Officer Yazzie replied that I would be there in the afternoon. I told Officer Yazzie, "dam huh. I cud mayb do tha hp. Get bac @ u 2nite." I told Officer Yazzie that he might be able to sell him two (2) "eightballs," referring to an eighth of an ounce of cocaine.

On July 6, 2010, at approximately 8:59 a.m., I sent Officer Yazzie a text message which read, "I got mayb 6 but 5 oz. tryn to get tha 2 8ballz. I mite juz do tha hp. Idk yet." Officer Yazzie replied, "ok."

At approximately 1:01 p.m., I sent Officer Yazzie a text message asking, "when you want that hp?" Officer Yazzie replied that he wanted it during the afternoon. I told Officer Yazzie, "this sum better than tha stemy stuff. I'll go 820." Officer Yazzie commented that the price was too high and counter-offered with \$750. I replied, "I don't know about that. I can make more doing singlez brah." Officer Yazzie told me that he would let me know by that afternoon if he was going to buy the half a pound of marijuana. I told Officer Yazzie, "I'll c wut I got by then." I commented that I could probably sell the marijuana for \$750 and asked when Officer Yazzie expected to get it. Officer Yazzie replied (by text message) that he would get it later in the afternoon. Officer Yazzie advised that he would let me know when he was heading that way.

At approximately 5:59 p.m., I sent a text message to Officer Yazzie asking what time he planned on coming by. Officer Yazzie advised that some stuff came up and that he was still trying to make it out there. Officer Yazzie asked me if he could meet in Gallup, but I replied that I did not have a ride.

At approximately 7:37 p.m., Officer Yazzie parked his undercover vehicle near the hogan at the location and sent a text message to me advising that he had arrived. I advised that I was in the yellow house. Officer Yazzie drove his undercover vehicle to the yellow house and parked. Officer Yazzie saw Nephi Chato walk out of the yellow house. As Nephi walked passed the undercover vehicle, he pointed back toward the yellow house and said that I was coming out. I then came out of the residence. I was carrying a clear plastic bag filled with marijuana. I approached the driver's side of Officer Yazzie's undercover vehicle. I gave Officer Yazzie the marijuana. I said that there were two (2) ounces in each of the individually packaged bags of marijuana. I advised that I was still trying to get cocaine for Officer Yazzie.

At approximately 7:39 p.m., Officer Yazzie paid me \$800 for the marijuana. Officer Yazzie then left the residence. This conversation was captured on an audio recording device.

The United States would prove that the marijuana weighed 189.6 net grams.

On July 30, 2010, at approximately 1:22 p.m., Officer Yazzie sent me a text message. I answered. Officer Yazzie asked me whether he had any illegal drugs available for sale. I replied, "lyke wat?" Officer Yazzie said that he was looking for a quarter to half a pound of marijuana and some cocaine. I offered to sell half a pound of marijuana for \$750. Officer Yazzie agreed. I asked when Officer Yazzie expected to buy the marijuana. Officer Yazzie replied that he would buy the marijuana later that afternoon about 5:00 p.m. or earlier. I asked Officer Yazzie if he would buy seven (7) ounces for \$660. Officer Yazzie counteroffered with \$650. I told Officer Yazzie that he would sell him half a pound. Officer Yazzie agreed.

At approximately 5:05 p.m., Officer Yazzie arrived at my address located 100 yards west of Mile Post 24, U.S. Highway 491, Tohatchi, New Mexico.

Officer Yazzie made contact with me. I was carrying a black backpack. There were several other unidentified individuals working on vehicles outside of the yellow house. There were three (3) unknown male juveniles present at the time of the transaction. I identified them to Officer Yazzie as my nephews. Officer Yazzie asked whether I had the marijuana. I removed my backpack and opened it. I retrieved a clear plastic bag filled with marijuana. I gave Officer Yazzie the bag with marijuana. Officer Yazzie secured the bag of marijuana in the undercover vehicle.

The United States would prove that the marijuana weighed 209.9 net grams.

At approximately 5:09 p.m., Officer Yazzie paid me \$750 for the purchase of the half a pound of marijuana. I asked whether Officer Yazzie would like to purchase some cocaine because he would have to contact a friend who knew a girl who lived in Gamero, New Mexico. I asked Officer Yazzie how much he was looking for. Officer Yazzie replied that he wanted half an ounce of cocaine. I received a text message back stating that his friend had sold out. I reported that I could probably get about three (3) eight balls by next week.

In every sale of marijuana that I made, I knowingly and intentionally distributed the marijuana. I knew that the marijuana that I was selling was an illegal drug. I sold the marijuana to make money and I stored the marijuana at my house.

8. By signing this agreement, the Defendant admits that there is a factual basis for each element of the crime(s) to which the Defendant will plead guilty. The Defendant agrees that the Court may rely on any of these facts, as well as facts in the presentence report, to determine the Defendant's sentence, including, but not limited to, the advisory guideline offense level.

#### STIPULATIONS

9. The United States and the Defendant stipulate as follows:
- a. At least 610.2 grams but less than 1 kilogram of marijuana are attributable to the Defendant. Accordingly, the parties agree that the Defendant's base offense level under the sentencing guidelines is 8, pursuant to U.S.S.G. § 2D1.1(c)(16).
  - b. As of the date of this agreement, the Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. Consequently, pursuant to U.S.S.G.

§ 3E1.1, so long as the Defendant continues to accept responsibility for the Defendant's criminal conduct, the Defendant is entitled to a reduction of two levels from the base offense level as calculated under the sentencing guidelines. This reduction is contingent upon the Defendant personally providing to the United States Probation Officer who prepares the presentence report in this case an appropriate oral or written statement in which the Defendant clearly establishes the Defendant's entitlement to this reduction. Further, the United States is free to withdraw this stipulation if the Defendant engages in any conduct that is inconsistent with acceptance of responsibility between the date of this agreement and the sentencing hearing. Such conduct would include committing additional crimes, failing to appear in Court as required, and/or failing to obey any conditions of release that the Court may set.

- c. The Defendant recognizes that this plea agreement has already conferred a benefit on the Defendant. Consequently, in return for the benefit conferred on the Defendant by entering into this agreement, the Defendant agrees not to seek a downward departure or variance from the applicable sentencing guideline range as determined by the Court after the Court resolves any objections by either party to the presentence report. In other words, the Defendant agrees that a sentence within the applicable guideline range is a reasonable sentence. If the Defendant, in violation of this paragraph, should nevertheless seek a downward departure or variance, including a

departure or variance from the guideline Criminal History Category, the United States shall have the right to treat this plea agreement as null and void and to proceed to trial on all charges before the Court.

- d. The defendant recognizes and understands that this plea agreement with the United States is expressly contingent on the defendant's co-defendant, Nephi Chato, also entering a plea of guilty in conformity with his plea agreement with the United States. The United States reserves the right, in its sole discretion, to revoke the plea agreement pertaining to the defendant and co-defendant, should the defendant and co-defendant fail to enter guilty pleas in accordance with their individual agreements with the United States, or attempt to withdraw those guilty pleas.
- e. Except under circumstances where the Court, acting on its own, fails to accept this plea agreement, the Defendant agrees that, upon the Defendant's signing of this plea agreement, the facts that the Defendant has admitted under this plea agreement as set forth above, as well as any facts to which the Defendant admits in open court at the Defendant's plea hearing, shall be admissible against the Defendant under Federal Rule of Evidence 801(d)(2)(A) in any subsequent proceeding, including a criminal trial, and the Defendant expressly waives the Defendant's rights under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 with regard to the facts the Defendant admits in conjunction with this plea agreement.

f. Apart from the stipulations set forth in this plea agreement, the United States and the Defendant reserve their rights to assert any position or argument with respect to the sentence to be imposed, including but not limited to the applicability of particular sentencing guidelines and adjustments under the guidelines.

10. The Defendant understands that the above stipulations are not binding on the Court and that whether the Court accepts these stipulations is a matter solely within the discretion of the Court after it has reviewed the presentence report. Further, the Defendant understands that the Court may choose to vary from the advisory guideline sentence. The Defendant understands that if the Court does not accept any one or more of the above stipulations and reaches an advisory guideline sentence different than expected by the Defendant, or if the Court varies from the advisory guideline range, the Defendant will not seek to withdraw the Defendant's plea of guilty. In other words, regardless of any stipulations the parties may enter into, the Defendant's final sentence is solely within the discretion of the Court.

#### **DEFENDANT'S ADDITIONAL OBLIGATIONS**

11. The Defendant understands the Defendant's obligation to provide the United States Pretrial Services and Probation Office with truthful, accurate, and complete information. The Defendant represents that the Defendant has complied with and will continue to comply with this obligation.

#### **IMMIGRATION REMOVAL AND OTHER IMMIGRATION CONSEQUENCES**

12. Defendant recognizes that pleading guilty may have consequences with respect to Defendant's immigration status if Defendant is not a citizen of the United States. Under federal

law, a broad range of crimes are removable offenses, including the offense(s) to which Defendant is pleading guilty. Indeed, because Defendant is pleading guilty to federal drug offense, removal is presumptively mandatory. Removal and other immigration consequences are the subject of a separate proceeding, however, and Defendant understands that no one, including Defendant's attorney or the district court, can predict to a certainty the effect of Defendant's conviction on Defendant's immigration status. Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any immigration consequences that Defendant's plea may entail, even if the consequences is Defendant's automatic removal from the United States.

**WAIVER OF APPEAL RIGHTS**

13. The Defendant is aware that 28 U.S.C. § 1291 and 18 U.S.C. § 3742 afford a Defendant the right to appeal a conviction and the sentence imposed. Acknowledging that, the Defendant knowingly waives the right to appeal the Defendant's conviction(s) and any sentence within the applicable advisory guideline range as determined by the Court. The Defendant specifically agrees not to appeal the Court's resolution of any contested sentencing factor in determining the advisory sentencing guideline range. In other words, the Defendant waives the right to appeal both the Defendant's conviction(s) and the right to appeal any sentence imposed in this case except to the extent, if any, that the Court may depart or vary upward from the advisory sentencing guideline range as determined by the Court. In addition, the Defendant agrees to waive any collateral attack to the Defendant's conviction(s) pursuant to 28 U.S.C. § 2255, except on the issue of counsel's ineffective assistance in negotiating or entering this plea or this waiver.

**CONSENT TO REMOVAL**

14. If applicable, the Defendant consents to removal from the United States following the completion of Defendant's sentence. Defendant further agrees to waive rights relating to any and all forms of relief from removal or exclusion, to abandon any pending applications for such relief, and to cooperate with the Department of Homeland Security during removal proceedings.

**GOVERNMENT'S AGREEMENT**

15. Provided that the Defendant fulfills the Defendant's obligations as set out above, the United States agrees that:

- a. The United States will not bring additional criminal charges against the Defendant arising out of the facts forming the basis of the present indictment.

16. This agreement is limited to the United States Attorney's Office for the District of New Mexico and does not bind any other federal, state, or local agencies or prosecuting authorities.

**VOLUNTARY PLEA**

17. The Defendant agrees and represents that this plea of guilty is freely and voluntarily made and is not the result of force, threats, or promises (other than the promises set forth in this agreement). There have been no promises from anyone as to what sentence the Court will impose. The Defendant also represents that the Defendant is pleading guilty because the Defendant is in fact guilty.

**VIOLATION OF PLEA AGREEMENT**

18. The Defendant agrees that if the Defendant violates any provision of this agreement, the United States may declare this agreement null and void, and the Defendant will thereafter be subject to prosecution for any criminal violation, including but not limited to any crime(s) or offense(s) contained in or related to the charges in this case, as well as perjury, false statement, obstruction of justice, and any other crime committed by the Defendant during this prosecution.

**SPECIAL ASSESSMENT**

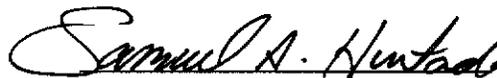
19. At the time of sentencing, the Defendant will tender to the United States District Court, District of New Mexico, 333 Lomas Blvd. NW, Suite 270, Albuquerque, New Mexico 87102, a money order or certified check payable to the order of the **United States District Court** in the amount of \$700 in payment of the special penalty assessment described above.

**ENTIRETY OF AGREEMENT**

20. This document is a complete statement of the agreement in this case and may not be altered unless done so in writing and signed by all parties.

AGREED TO AND SIGNED this 13<sup>th</sup> day of December, 2010.

KENNETH J. GONZALES  
United States Attorney



SAMUEL A. HURTADO  
Assistant United States Attorney  
Post Office Box 607  
Albuquerque, New Mexico 87102  
(505) 346-7274

  
Attorney for the Defendant  
ALFRED CREECY

I have read this agreement and carefully reviewed every part of it with my attorney. I understand the agreement and voluntarily sign it.



Defendant  
DION CHATO