UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
**25-CR-20476-BECERRA/TORRES**
CASE NO. _____

18 U.S.C. § 371
18 U.S.C. § 981(a)(1)(C)

UNITED STATES OF AMERICA

v.

COMUNICACIONES CELULARES S.A.,
d/b/a TIGO GUATEMALA,

Defendant.
_____/

FILED BY BM D.C.
Oct 22, 2025
ANGELA E. NOBLE
CLERK U.S. DIST. CT.
S. D. OF FLA. - MIAMI

## INFORMATION

The United States charges:

## GENERAL ALLEGATIONS

At all times relevant to this Information, unless otherwise stated:

*Relevant Statutory Background*

1. The Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Sections 78dd-1, *et seq.*, was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons and entities to act corruptly in furtherance of an offer, promise, authorization or payment of money or anything of value, directly or indirectly, to a foreign government official for the purpose of influencing the foreign official, inducing the foreign official to take or omit certain acts, and securing an improper advantage in order to assist those classes of persons and entities in obtaining or retaining business for, or directing business to, any person.

*Relevant Entities and Individuals*

2. Millicom International Cellular, S.A. ("Millicom") was an international telecommunications company incorporated and headquartered in Luxembourg. As of 2015, its principal place of business was in the Southern District of Florida. Millicom was a "domestic concern" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B).

3. **COMUNICACIONES CELULARES S.A., d/b/a TIGO GUATEMALA** ("**TIGO Guatemala**"), was a mobile and fixed telecommunications service provider with its principal place of business in Guatemala. During the relevant period, **TIGO Guatemala** was jointly owned by Millicom (55%) and a Panamanian company ("Panama Company" (45%)), the identity of which is known to the United States and **TIGO Guatemala**. On or about November 12, 2021, Millicom purchased Panama Company's share of **TIGO Guatemala** for approximately $2.2 billion. Since then, **TIGO Guatemala** has been wholly-owned by Millicom. **TIGO Guatemala** was a "person" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-3(f)(1).

4. "Shareholder 1," an individual whose identity is known to the United States and **TIGO Guatemala**, was a citizen of Guatemala. Shareholder 1 was the owner of Panama Company and exercised substantial control over **TIGO Guatemala** until his interest was purchased by Millicom. Shareholder 1 was a "director" and "stockholder" of **TIGO Guatemala**, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

5. Acisclo Valladares Urruela ("Valladares") was a citizen of Guatemala and **TIGO Guatemala's** Chief Corporate Affairs Officer and Head of Legal in or around and between 2008

and 2015 and again serving as Chief Corporate Affairs Officer in or around 2017. Valladares was an "officer," "employee," and "agent" of **TIGO Guatemala**, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

6. "TIGO Guatemala Executive 1," an individual whose identity is known to the United States and **TIGO Guatemala**, was a Guatemalan citizen and a high-level **TIGO Guatemala** executive from in or around 2011 through in or around 2022. TIGO Guatemala Executive 1 reported directly to the TIGO Guatemala Board of Directors. TIGO Guatemala Executive 1 was an "officer," "employee," and "agent" of **TIGO Guatemala**, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

7. "Board Member 1," an individual whose identity is known to the United States and **TIGO Guatemala**, was a United States citizen, an executive of Millicom, and a TIGO Guatemala board member from in or around 2013 through in or around 2015. Board Member 1 was a "domestic concern" and an "officer," "employee," and "agent" of a domestic concern as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A), and "director" and "agent" of **TIGO Guatemala**, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

8. Alvaro Estuardo Cobar Bustamante ("Cobar") was a Guatemalan citizen and director of a Guatemalan bank.

9. "Guatemalan Consortium," the identity of which is known to the United States and **TIGO Guatemala**, was a group of companies formed in Guatemala by Shareholder 1 and controlled by Shareholder 1.

**Conspiracy to Violate the Foreign Corrupt Practices Act**
(18 U.S.C. § 371)

10. From at least in or around 2012, and continuing through in or around June 2018, in the Southern District of Florida and elsewhere, the defendant,

**COMMUNICACIONES CELULARES S.A.**
**d/b/a TIGO GUATEMALA,**

did knowingly and willfully, that is, with the intent to further the object of the conspiracy, combine, conspire, confederate and agree with Shareholder 1, Valladares, TIGO Guatemala Executive 1, Cobar, and others known and unknown to the United States, to commit an offense against the United States, that is, while in the territory of the United States, to corruptly make use of the mails and means and instrumentalities of interstate commerce and to do any act in furtherance of an offer, payment, promise to pay, and authorization of the giving of anything of value to a foreign official and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given and promised to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing any improper advantage; and (iv) inducing such foreign official to use his influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist the defendant, **COMMUNICACIONES CELULARES S.A., d/b/a TIGO GUATEMALA**, in obtaining and retaining business for and with, and directing business to the defendant, **COMMUNICACIONES**

**CELULARES S.A., d/b/a TIGO GUATEMALA**, and others, contrary to Title 15, United States Code, Section 78dd-3.

## PURPOSE OF THE CONSPIRACY

11. It was the purpose of the conspiracy for defendant **TIGO Guatemala** and its co-conspirators to unjustly enrich themselves by, among other things, making corrupt payments to Guatemalan officials, including members of the Guatemalan Congress, in order to secure improper advantages and to obtain and retain telecommunications business in Guatemala for **TIGO Guatemala** and its co-conspirators, including, among other benefits: (1) the passage of legislation in 2012 that permitted **TIGO Guatemala** to renew its radiofrequency usufruct titles—the right to use, possess, and benefit from the spectrum while the government maintained ownership—for a 20-year term; and (2) the passage of legislation in 2014 that, among other things, permitted companies to obtain all authorizations for the installment of telecommunications infrastructure, including cellular towers, from the federal government instead of from the local governments in the municipalities where each project was located, and that was frequently referred to as "Ley TIGO" because it disproportionately benefitted **TIGO Guatemala**.

## MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which **TIGO Guatemala** and its co-conspirators sought to accomplish the purpose of the conspiracy included, among others, the following:

12. Shareholder 1, TIGO Guatemala Executive 1, Valladares, and others caused **TIGO Guatemala** to make corrupt payments to Guatemalan officials, including monthly cash payments to numerous Guatemalan members of Congress, using funds generated in at least four ways: (1) cash from Shareholder 1's other companies delivered to **TIGO Guatemala** via helicopter; (2) a

put-call agreement between Millicom and Panama Company that included a $15 million execution fee to be paid by Millicom to Panama Company; (3) cash generated through inflated and backdated contracts, and fake invoices, entered into between Valladares and entities controlled by Shareholder 1; and (4) cash, including narcotrafficking proceeds, from a banker who laundered money for narcotraffickers.

13. Shareholder 1, TIGO Guatemala Executive 1, Valladares, and others transferred funds in furtherance of the scheme to and through U.S. bank accounts, including transfers to Valladares's personal bank account in the United States to fund bribe payments.

14. Shareholder 1, TIGO Guatemala Executive 1, Valladares, and others met in furtherance of the scheme in the Southern District of Florida and elsewhere.

15. **TIGO Guatemala**, through Shareholder 1, Valladares, and others, utilized means and instrumentalities of interstate commerce, including the use of the wires, such as fund transfers, emails, and text messages.

## OVERT ACTS

In furtherance of the conspiracy and to accomplish the purpose and object thereof, **TIGO Guatemala** and its co-conspirators committed, and caused to be committed, in the Southern District of Florida and elsewhere, at least one of the following overt acts, among others:

1. In or around mid-2012, an employee of the Guatemalan Consortium delivered cash by helicopter to Valladares at the **TIGO Guatemala** office to provide cash for Valladares to make bribe payments to Guatemalan officials.

2. In or around late 2013, Shareholder 1 told Board Member 1 and a Millicom executive during a meeting in the Southern District of Florida that he would use a portion of a $15

million fee that he demanded from Millicom in exchange for a put-call agreement to pay bribes and to fund political campaigns in Guatemala.

3. On or about January 1, 2014, Millicom and Panama Company executed the put-call agreement, pursuant to which Millicom agreed to pay Panama Company a $15 million "execution fee," which was a mechanism to legitimize a transfer of money from Millicom to Panama Company, in order to repay Shareholder 1 for money he had personally fronted for bribe payments to Guatemalan government officials and to provide funds to make additional bribe payments.

4. On or about May 28, 2014, a senior executive of the Guatemalan Consortium sent Valladares an email accounting for 27 cash deliveries that the Guatemalan Consortium's senior executive had made to Valladares and TIGO Guatemala Executive 1 to effectuate bribe payments to Guatemalan government officials between June 2012 and May 2014 in the amount of 142,025,000 Quetzales (approximately $18.3 million).

5. In or around June 2014, TIGO Guatemala Executive 1 executed a significantly inflated contract on behalf of **TIGO Guatemala** with an entity associated with Shareholder 1 to generate a $12 million slush fund to pay bribes to Guatemalan government officials.

6. On or about August 8, 2014, Shareholder 1 caused a payment of approximately $600,000 to be wired to a bank account in the United States controlled by Valladares to reimburse Valladares for bribes he previously paid to Guatemalan government officials with personal funds on behalf of and for the benefit of **TIGO Guatemala**.

7. Around the same time, in or around August or September 2014, Valladares executed a series of backdated contracts between his Panamanian legal services company and three

shell companies controlled by Shareholder 1, which Valladares and Shareholder 1 backdated to May 30, 2013, to align with the time period of legal services previously provided by the Panamanian legal services company to Shareholder 1 so as not to attract suspicion.

8. On or about September 17, 2014, Valladares caused the Panamanian legal services company to submit an inflated invoice for $2,175,000 to a shell company controlled by Shareholder 1.

9. On or about September 29, 2014, Shareholder 1 caused a payment of approximately $2,175,000 to be wired from a shell company controlled by Shareholder 1 to the Panamanian legal services company account. These funds were derived from the $12 million slush fund.

10. On or about September 28, 2015, while in the Southern District of Florida, Shareholder 1 informed a Millicom senior executive that he helped **TIGO Guatemala** secure a financial advantage, which Shareholder 1 implied was obtained through bribery, and advised the Millicom senior executive that they needed to find a new funding mechanism because the put-call agreement arrangement was no longer an option.

11. On or about December 28, 2017, Valladares caused the transfer of approximately $350,000 from his U.S. account to a bank account in the Southern District of Florida controlled by Cobar. The transfer was part of a series of financial transactions to generate cash in Quetzales to pay bribes to Guatemalan officials on behalf of and for the benefit of **TIGO Guatemala** while, at the same time, assisting a narcotics trafficker transfer money from Guatemala to Colombia and Ecuador.

12. On or about September 5, 2018, Cobar forwarded to Valladares (1) a screenshot depicting a ledger of cash deliveries Cobar provided to **TIGO Guatemala** between December 1, 2017, and June 6, 2018, and (2) a "key" that was necessary to interpret coded references to the bribe payments in the ledger.

All in violation of Title 18, United States Code, Section 371.

## FORFEITURE ALLEGATION
(18 U.S.C. § 981(a)(1)(C))

1. The allegations contained in this Information are hereby re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America of certain property in which the defendant, **TIGO Guatemala**, has an interest.

2. Upon conviction of a conspiracy to commit a violation of the FCPA, Title 15, United States Code, Section 78dd-3, as alleged in this Information, the defendant shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to such offense, pursuant to Title 18, United States Code, Section 981(a)(1)(C).

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

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 subdivided without difficulty;

the United States shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and the procedures set forth in Title 21, United States Code, Section 853, as incorporated by Title 28, United States Code, Section 2461(c).

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