FILED
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JUDGE SARA L. ELLIS
U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA v. SANTOS TEODORO AC-SALAZAR	No. 20 CR 700-1 Judge Sara L. Ellis

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, JOHN R. LAUSCH, JR., and defendant SANTOS TEODORO AC-SALAZAR, and his attorney, JONATHAN S. BEDI, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

Charges in This Case

2. The indictment in this case charges defendant with: conspiracy to commit alien harboring, in violation of Title 8, United States Code, Sections 1324(a)(1)(A)(iii) and 1324(a)(1)(A)(v)(I) (Count One); alien harboring for purposes of commercial advantage and private financial gain, in violation of Title 8, United States Code, Sections 1324(a)(1)(A)(iii) and 1324(a)(1)(B)(i), and Title 18, United States Code, Section 2 (Counts Two and Three); and forced labor, in violation of Title 18, United States Code, Sections 1589(a)(1), (a)(2), (a)(3), (a)(4), and 2 (Counts Four and Five).

3. Defendant has read the charges against him contained in the indictment, and those charges have been fully explained to defendant by his attorney.

4. Defendant fully understands the nature and elements of the crimes with which he has been charged.

Charges to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following counts of the indictment: (a) Count Four, which charges defendant with forced labor, in violation of Title 18, United States Code, Sections 1589(a)(1), (a)(2), (a)(3), (a)(4), and 2; and (b) Count Five, which charges defendant with forced labor, in violation of Title 18, United States Code, Sections 1589(a)(1), (a)(2), (a)(4), and 2.

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charges contained in Counts Four and Five of the indictment. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct under Guideline § 1B1.3:

a. With respect to Count Four of the Indictment

Between in or around February 2019, and continuing until on or about February 4, 2020, in the Northern District of Illinois, Eastern Division, and elsewhere, defendant SANTOS TEODORO AC-SALAZAR and his co-defendant, Olga Choc Laj, knowingly provided and obtained the labor and services of a person, namely

Minor A, by means of: (a) force, threats of force, physical restraint, and threats of physical restraint to Minor A or another person; (b) serious harm and threats of serious harm to Minor A or another person; (c) the abuse and threatened abuse of law and legal process; and (d) a scheme, plan, and pattern intended to cause Minor A to believe that, if Minor A did not perform such labor and services, Minor A or another person would suffer serious harm and physical restraint, in violation of Title 18, United States Code, Sections 1589(a)(1), (a)(2), (a)(3), (a)(4), and 2.

More specifically, from approximately February 2019 through February 4, 2020, AC-SALAZAR, who is a Guatemalan citizen and national, conspired with co-defendant Choc Laj, who also is a Guatemalan citizen and national, to unlawfully enter the United States with children in order to more easily be allowed entry into the United States and to avoid prolonged detention by U.S. immigration authorities. AC-SALAZAR and Choc Laj used smugglers and third parties to locate Minor A and Minor B in Guatemala and used those children to facilitate AC-SALAZAR's and Choc Laj's entry into the United States.

In approximately February 2019, Choc Laj and Minor A, who was then a 15-year-old Guatemalan citizen and national who was not related to AC-SALAZAR or Choc Laj, entered the United States and encountered U.S. Customs and Border Protection ("CBP") officials. CBP officials later released Choc Laj and Minor A from custody pending removal proceedings. After being released, Choc Laj and Minor A traveled to Aurora, Illinois, in or around April 2019.

On or about April 30, 2019, AC-SALAZAR adopted Minor B in Guatemala in order to more easily be allowed entry into the United States and to avoid prolonged detention by U.S. immigration authorities. About 10 days later, on or about May 10, 2019, AC-SALAZAR and Minor B, who was then an approximately 10-year-old Guatemalan citizen and national, entered the United States near El Paso, Texas, and encountered CBP officials. After CBP officials released AC-SALAZAR and Minor B from custody pending removal proceedings, AC-SALAZAR failed to appear for a scheduled immigration hearing and caused Minor B to fail to appear for a scheduled immigration hearing. After being released by immigration officials, AC-SALAZAR took Minor B to Aurora, Illinois, in or around May 2019, to live with Choc Laj and Minor A in Residence A, which was located in the Northern District of Illinois.

From approximately May 2019 until February 4, 2020, when AC-SALAZAR and Choc Laj were arrested by Aurora Police officers, AC-SALAZAR and Choc Laj kept Minor A and Minor B at Residence A and under their control and concealed Minor A's and Minor B's true identities from others. AC-SALAZAR and Choc Laj did not enroll Minor A or Minor B in school, did not let Minor A or Minor B leave Residence A without permission, falsely told others that Minor A was their relative and lied about Minor A's age, falsely told others that Minor A and Minor B did not speak Spanish when, in fact, Minor A spoke Spanish and Minor B spoke some Spanish, did not tell social service workers that Minor A lived with them at Residence A, did not let Minor A and Minor B regularly communicate with their respective

families in Guatemala, and told Minor A to hide when police and social service workers came to Residence A.

During that same time period, although Minor A requested to go to school, AC-SALAZAR and Choc Laj instead forced Minor A to work various jobs. AC-SALAZAR and Choc Laj forced Minor A to work at a business located in Aurora, Illinois ("Business A"), from approximately July 2019 to January 2020. In order for Minor A to work, AC-SALAZAR and Choc Laj obtained fraudulent identity documents for Minor A that falsely represented that Minor A was an adult and legally permitted to be in the United States. AC-SALAZAR and Choc Laj took nearly all of Minor A's earnings from the jobs Minor A worked, including the job at Business A, and would not let Minor A send any earnings to Minor A's family in Guatemala. When Minor A told AC-SALAZAR and Choc Laj that Minor A did not want to work anymore or live with AC-SALAZAR and Choc Laj, AC-SALAZAR told Minor A that Minor A had to keep working and could not leave because AC-SALAZAR and Choc Laj needed Minor A's earnings to pay the debts they owed to smugglers and to pay rent for Residence A.

From approximately May 2019 until February 4, 2020, AC-SALAZAR and Choc Laj also made Minor A work as their domestic servant when Minor A was at Residence A. Among other things, AC-SALAZAR and Choc Laj made Minor A regularly clean Residence A, wash their clothes, and cook them food. Beginning in approximately October 2019, AC-SALAZAR and Choc Laj also made Minor A take

care of their newborn child ("Infant A") by having Minor A feed Infant A, watch Infant A, change Infant A's diapers, and sleep with and attend to Infant A at night. AC-SALAZAR and Choc Laj threatened to physically strike Minor A if Minor A did not continue to (a) work paying jobs and give Minor A's earnings to AC-SALAZAR and Choc Laj, and (b) satisfactorily complete the household and childcare chores that AC-SALAZAR and Choc Laj assigned to Minor A. AC-SALAZAR and Choc Laj did not pay Minor A for the household and childcare chores Minor A completed at Residence A. AC-SALAZAR and Choc Laj also did not let Minor A leave Residence A without their permission except to go to work and told Minor A that the police would take Minor A away if Minor A left Residence A without their permission, since Minor A was unlawfully in the United States.

b. With respect to Count Five of the Indictment

Between in or around May 2019, and continuing until on or about February 4, 2020, in the Northern District of Illinois, Eastern Division, and elsewhere, defendant SANTOS TEODORO AC-SALAZAR and his co-defendant, Olga Choc Laj, knowingly provided and obtained the labor and services of a person, namely Minor B, by means of: (a) force, threats of force, physical restraint, and threats of physical restraint to Minor B or another person; (b) serious harm and threats of serious harm to Minor B or another person; and (c) a scheme, plan, and pattern intended to cause Minor B to believe that, if Minor B did not perform such labor and services, Minor B or another

person would suffer serious harm and physical restraint, in violation of Title 18, United States Code, Sections 1589(a)(1), (a)(2), (a)(4), and 2.

More specifically, from approximately May 2019 until February 4, 2020, AC-SALAZAR and Choc Laj made Minor B work as their domestic servant at Residence A. AC-SALAZAR and Choc Laj did not enroll Minor B in school despite Minor B's request to go to school. Instead, AC-SALAZAR and Choc Laj made Minor B work approximately 12 to 15 hours each day, cleaning Residence A, washing their clothes, and making them food, among other things. Beginning in approximately October 2019, AC-SALAZAR and Choc Laj also made Minor B take care of Infant A by having Minor B feed Infant A, watch Infant A, change Infant A's diapers, and sleep with and attend to Infant A at night. If Minor B did not satisfactorily complete the household and childcare chores that AC-SALAZAR and Choc Laj assigned to Minor B, AC-SALAZAR and Choc Laj would physically strike Minor B. For instance, AC-SALAZAR once beat Minor B with a belt because Minor B forgot to put some shoes away. AC-SALAZAR also hit Minor B with a belt and a television antenna on a different occasion because Minor B folded clothes in a manner that AC-SALAZAR found unacceptable. AC-SALAZAR also once beat Minor B with a belt because Minor B did not immediately attend to Infant A.

AC-SALAZAR and Choc Laj did not pay Minor B for the household and childcare chores Minor B completed at Residence A. AC-SALAZAR and Choc Laj also deprived Minor B of clothing and other basic necessities and told Minor B that Minor

B had to earn those items by completing the household and childcare chores they assigned. Furthermore, AC-SALAZAR and Choc Laj limited Minor B's communication with Minor B's mother and told Minor B what Minor B should say to Minor B's mother during the few telephone calls AC-SALAZAR and Choc Laj allowed.

Maximum Statutory Penalties

7. Defendant understands that each of the charges to which he is pleading guilty carry the following statutory penalties:

a. A maximum sentence of 20 years' imprisonment. Each charge also carries a maximum fine of $250,000 and a term of supervised release of not more than three years.

b. Defendant further understands that the Court must order restitution to the victims of the offenses, namely Minor A and Minor B, in an amount determined by the Court.

c. Pursuant to Title 18, United States Code, Section 3013, defendant will be assessed $100 on each count to which he has pled guilty, in addition to any other penalty or restitution imposed.

d. Therefore, the maximum penalty for the offenses to which defendant is pleading guilty include a term of imprisonment of up to 40 years, a fine of up to $500,000, and a term of supervised release of up to three years, as well as required restitution.

Sentencing Guidelines Calculations

8. Defendant understands that, in determining a sentence, the Court is obligated to calculate the applicable Sentencing Guidelines range, and to consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), which include: (i) the nature and circumstances of the offense and the history and characteristics of the defendant; (ii) the need for the sentence imposed to reflect the seriousness of the offense, promote respect for the law, provide just punishment for the offense, afford adequate deterrence to criminal conduct, protect the public from further crimes of the defendant, and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner; (iii) the kinds of sentences available; (iv) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and (v) the need to provide restitution to any victim of the offense.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points, except as specified below:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2021 Guidelines Manual.

b. **Offense Level Calculations.**

Count Four (Forced Labor of Minor A)

i. The base offense level is 22, pursuant to Guideline § 2H4.1(a)(1).

ii. The government's position is that the offense level is increased by 2 levels pursuant to Guideline § 2H4.1(b)(3)(B), because a victim, namely Minor A, was held in a condition of peonage or involuntary servitude for between 180 days and one year. Defendant's position is that Guideline § 2H4.1(b)(3)(B) does not apply.

iii. Pursuant to Guideline § 2H4.1(b)(4)(A), the offense level is increased by 2 levels because defendant committed another felony offense during the commission of this offense, including but not limited to, alien harboring for purposes of commercial advantage and private financial gain, in violation of Title 8, United States Code, Sections 1324(a)(1)(A)(iii) and 1324(a)(1)(B)(i), and Title 18, United States Code, Section 2.

iv. The government's position is that the offense level is increased by 2 levels pursuant to Guideline § 3A1.1(b)(1), because defendant knew or should have known that a victim of the offense, namely Minor A, was a vulnerable victim. Defendant's position is that Guideline § 3A1.1(b)(1) does not apply.

v. Accordingly, the government's position is that the total offense level for Count Four is 28, and defendant's position is that the total offense level for Count Four is 24.

Count Five (Forced Labor of Minor B)

vi. The base offense level is 22, pursuant to Guideline § 2H4.1(a)(1).

vii. The government's position is that the offense level is increased by 2 levels pursuant to Guideline § 2H4.1(b)(3)(B), because a victim, namely Minor B, was held in a condition of peonage or involuntary servitude for between 180 days and one year. Defendant's position is that Guideline § 2H4.1(b)(3)(B) does not apply.

viii. Pursuant to Guideline § 2H4.1(b)(4)(A), the offense level is increased by 2 levels because defendant committed another felony offense during the commission of this offense, including but not limited to, alien harboring for purposes of commercial advantage and private financial gain, in violation of Title 8, United States Code, Sections 1324(a)(1)(A)(iii) and 1324(a)(1)(B)(i), and Title 18, United States Code, Section 2.

ix. The government's position is that the offense level is increased by 2 levels pursuant to Guideline § 3A1.1(b)(1), because defendant knew or should have known that a victim of the offense, namely Minor B, was a vulnerable victim. Defendant's position is that Guideline § 3A1.1(b)(1) does not apply.

x. Accordingly, the government's position is that the total offense level for Count Five is 28, and defendant's position is that the total offense level for Count Five is 24.

Grouping

xi. Pursuant to Guideline § 3D1.2(d), Counts Four and Five each constitute a separate group.

xii. The government's position is that, pursuant to Guideline § 3D1.4, because Counts Four and Five each have offense levels of 28, they each count as one unit for a total of two units. Pursuant to Guideline § 3D1.4, two units results in a two-level increase to the group with the highest offense level, resulting in a combined offense level of 30.

xiii. The defendant's position is that, pursuant to Guideline § 3D1.4, because Counts Four and Five each have offense levels of 24, they each count as one unit for a total of two units. Pursuant to Guideline § 3D1.4, two units results in a two-level increase to the group with the highest offense level, resulting in a combined offense level of 26.

Acceptance of Responsibility

xiv. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of

Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level is appropriate.

xv. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category**. With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal 2 and defendant's criminal history category is II:

i. On or about September 14, 2020, defendant was convicted of aggravated battery to a child under the age of 13 in the Circuit Court of Kane County, Illinois, and sentenced to 227 days' imprisonment. Pursuant to Guideline § 4A1.1(b), defendant receives two criminal history points for this conviction.

d. Anticipated Advisory Sentencing Guidelines Range. Therefore, based on the facts now known to the government, the government's position is that the anticipated offense level is 27 which, when combined with the anticipated criminal history category of II, results in an anticipated advisory sentencing Guidelines range of 78 to 97 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose. Defendant's position is that the anticipated offense level is 23 which, when combined with the anticipated criminal history category of II, results in an anticipated advisory sentencing Guidelines range of 51 to 63 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose.

e. Defendant and his attorney and the government acknowledge that the above Guidelines calculations are preliminary in nature and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall

not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

10. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

Agreements Relating to Sentencing

11. Each party is free to recommend whatever sentence it deems appropriate.

12. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

13. Regarding restitution, defendant acknowledges that the total amount of restitution owed will be determined by the Court at sentencing, minus any credit for funds repaid prior to sentencing, and that pursuant to Title 18, United States Code,

Section 3663A, the Court must order defendant to make full restitution in the amount outstanding at time of sentencing.

14. The defendant agrees that Minor A and Minor B will be considered victims of the offenses for restitution purposes. The defendant will pay the full amount of restitution pursuant to the provisions of 18 U.S.C. §§ 1593, 2259(c)(2), 3663A and 3664 for both Minor A and Minor B, in an amount to be determined by the Court at sentencing.

15. Restitution shall be due immediately and paid pursuant to a schedule to be set by the Court at sentencing. Defendant acknowledges that pursuant to Title 18, United States Code, Section 3664(k), he is required to notify the Court and the United States Attorney's Office of any material change in economic circumstances that might affect his ability to pay restitution.

16. Defendant agrees to pay the special assessment of $200 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

17. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), notwithstanding any payment schedule set by the Court.

18. After a sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the indictment as to defendant.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

19. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 20 CR 700-1.

20. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

21. Defendant understands that nothing in this Agreement shall limit the Internal Revenue Service in its collection of any taxes, interest, or penalties from defendant.

Waiver of Rights

22. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict defendant unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt. The jury would have to agree unanimously before it could return a verdict of guilty or not guilty as to each count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt as to each count.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence on his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify on his own behalf.

b. **Appellate rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial, and may only appeal the validity of this plea of guilty and the sentence imposed. Defendant understands that any appeal must be filed within 14 calendar days of the entry of the judgment of conviction.

23. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs, with the exception of the appellate rights specifically preserved above. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

Presentence Investigation Report/Post-Sentence Supervision

24. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

25. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of his sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001, or as a contempt of the Court.

26. For the purpose of monitoring defendant's compliance with his obligations to pay a fine during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

Other Terms

27. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

28. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

Conclusion

29. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

30. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

31. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

32. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

33. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: 11/10/2022

John R. Lausch, Jr. by SME
JOHN R. LAUSCH, JR.
United States Attorney

SANTOS TEODORO AC-SALAZAR
Defendant

PRASHANT KOLLURI
Digitally signed by PRASHANT KOLLURI
Date: 2022.07.18 10:09:17 -05'00'
PRASHANT KOLLURI
Assistant U.S. Attorney

JONATHAN S. BEDI
Attorney for Defendant