

FILED IN OPEN COURT

10-30-2013

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

CLERK, U. S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 3:13-cr-179-J-34JBT

JUAN CARLOS ANGEL

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, Acting United States Attorney for the Middle District of Florida, and the defendant, Juan Carlos Angel, and the attorney for the defendant, Jeremy Lasnetski, Esquire, mutually agree as follows:

A. **Particularized Terms**

1. **Count Pleading To**

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with engaging in a pattern of employing unauthorized aliens, in violation of 8 U.S.C. §§ 1324a(a)(1)(A) and (f)(1).

2. **Maximum Penalties**

Count One carries a maximum sentence of not more than six months' imprisonment, a fine not more than \$15,000, or both imprisonment and fine, and a special assessment of \$10, *as well as a term of supervised*

*release not to*

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AF Approval Bob *Exceed one year.*  
*JCA*

Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offenses, or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: That at the time alleged in the Information, aliens remained in the United States without authorization for permanent residence or authorization to work lawfully in the United States;
- Second: That the defendant knowingly hired the aliens knowing they were not lawful permanent residents and not authorized to work lawfully in the United States;
- Third: That during the time alleged in the Information the defendant engaged in a pattern of hiring such aliens.

4. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States

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Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

5. Recommendation of Fine

At sentencing, assuming no additional information is received to make such a recommendation unwarranted, the United States agrees to recommend, and the Defendant agrees not to oppose a recommendation, that the Court impose a fine of \$10,000 in this case. To ensure that this fine is paid, the Defendant agrees to deliver a cashiers check or money order payable to the order of The United States of America, to Court on the date of the sentencing hearing.

**B. Standard Terms and Conditions**

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the

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United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$10, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offenses to which the defendant is pleading provide for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual

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information, including the totality of the defendant's criminal activities, if any, not limited to the counts to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

4. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his/her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he/she has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial

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affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

5. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend

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any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

6. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

7. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring

defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

8. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

9. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and

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the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

10. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

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11. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

12. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 30th day of October, 2013.

  
\_\_\_\_\_  
JUAN CARLOS ANGEL  
Defendant

  
\_\_\_\_\_  
JEREMY LASNETSKI  
Attorney for Defendant

A. LEE BENTLEY, III  
Acting United States Attorney

By:   
\_\_\_\_\_  
DALE R. CAMPION  
Assistant United States Attorney

  
\_\_\_\_\_  
MAC D. HEAVENER, III  
Assistant United States Attorney  
Deputy Chief, Jacksonville Division

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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
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**PERSONALIZATION OF ELEMENTS**

1. Do you admit that from in or around March 2011, through in or around March 2012, at Jacksonville, in the Middle District of Florida, Manuel Diaz-Lopez, Emmanuel Guerrero-Garfias, Sergio Cruz-Resendiz, E. A.-L. and M.E. were aliens who were not lawful permanent resident aliens, and not authorized to work lawfully in the United States?
2. Do you admit that you hired the aliens during that time period and in Jacksonville, knowing that they were not lawful permanent residents and not authorized to work lawfully in the United States?
3. Do you admit that you engaged in a pattern of hiring aliens who were not lawful permanent resident aliens and not authorized to work in the United States?

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**FACTUAL BASIS**

At all times material, JUAN CARLOS ANGEL, the defendant herein, was the principal owner of Peppers 5, a Mexican restaurant on Atlantic Boulevard in Jacksonville, Duval County, Florida. On January 25, 2013, an auditor for Homeland Security investigations ("HSI") did a review of the Form I-9s on file with Peppers 5. Under federal law, the employer is required to fill out and sign a portion of the Form I-9, certifying that the employee had furnished the documents listed on the form to establish authorization to work in the United States. Subsequently, the auditor learned that numerous employees furnished false and counterfeit Resident Alien cards as proof they were lawfully entitled to work in the United States when they filled out the forms. The forms were filled out when the aliens were hired at Peppers 5, or after they were hired. Neither the defendant nor anyone else filled out the employer certification on those forms.

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Based on training and experience, special agents of HSI suspected that the employees who actually filled out the forms were aliens illegally in the United States, and opened a criminal investigation. Subsequent to that audit, in June 2013, four Peppers 5 employees were arrested for possessing counterfeit alien cards at the time of they were employed and filled out the Form I-9s. All four had been observed to be working at Peppers 5 at some point between February 2013 and June 2013. These employees who filled out the Form I-9s at Peppers 5, and the dates on which they filled them out, are as follows: Manuel Diaz-Lopez, March 26, 2011; Emmanuel Guerrero-Garfias, August 17, 2011; Sergio-Cruz-Resendiz, January 17, 2012; and E. A.-L., February 20, 2012. Through surveillance, HSI agents had also identified a fifth then-current employee who was in the United States illegally: M.E., hired on or about August 15, 2011. However, M.E. was not located in June 2013 when the other 4 above-referenced aliens were arrested. On June 11, 2013, the four above-referenced aliens were positively identified by immigration authorities as citizens of Mexico who were in the United States illegally. All four admitted that they had submitted counterfeit Resident Alien cards with their Form I-9s.

On June 11, 2013, when Diaz-Lopez was interviewed by special agents of HSI, he advised that he did not have papers when he was first hired, but that his boss (the defendant) then told him he needed them, and that he (Diaz-Lopez) believed the his boss knew he was illegally in the United States. On June 11,

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2013, when he was interviewed, Guerrero-Garfias stated the he had worked at Peppers 5 for over a year before he was asked to fill out paperwork to show he was eligible to be employed in the United States. He advised that his boss (the defendant) would have known he was illegally in the United States because he agreed to write a letter for him in connection with attempting to get a deferred action by which he told his boss he hoped to become legal. When interviewed, Cruz-Resendiz told HSI agents that the defendant hired him in August 2011 and initially did not require any documentation to show he was authorized to work in the United States; however, the defendant required papers at a later time, when he (the defendant) learned of an immigration audit. When interviewed in June 2013, E. A.-L. told HSI agents that he had worked at Peppers approximately 20 months and believed that the defendant knew he was illegally in the United States, but had no reaction or concern about that fact.

On June 20, 2013, two HSI special agents went to the Peppers 5 restaurant on Atlantic Boulevard in Jacksonville and made contact with a waiter and manager. Thereafter, on the same day, the defendant arrived at the restaurant and voluntarily answered the agents' questions. Prior to doing so, the agents advised him of the purpose of the visit, being to ask about the practice of hiring illegal aliens. The agents did not place the defendant in custody. In substance, the defendant admitted knowingly hiring several illegal aliens to work at Peppers 5, who he knew were not authorized to work in the United States. He

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advised that they were good workers compared to Americans and that if he did not hire them, someone else would. He did not recall agreeing to write a letter for Guerrero-Garfias. He did recall hiring some of the other employees, who were identified by HSI agents by name from the Form I-9 audit. The defendant estimated that 8-9 illegal aliens had been hired at Peppers 5. When a special agent advised that the audit had revealed a total of eleven illegal aliens, the defendant said, in substance, that he did not know specific numbers because he did not ask each employee whether they were legal or illegal. He admitted that he owned several Peppers restaurants at various locations. He said other managers hired workers at other locations, so that he did not know how many illegal aliens were hired at other restaurants. Since reviewing the documents concerning the Form I-9s filled out by the four employees identified in the Information, the defendant admits that he knowingly hired those four employees, knowing at the time that they were aliens illegally in the United States and not lawfully permitted to work in the United States. The defendant acknowledges that he engaged in a practice of hiring aliens who he knew were not authorized to work in the United States and were not permanent resident aliens.

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