

AF Approval 

Chief Approval CCG

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:20-cr-111-T-33AAS

ELVIS HAROLD REYES

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Maria Chapa Lopez, United States Attorney for the Middle District of Florida, and the defendant, Elvis Harold Reyes, and the attorney for the defendant, Sara Mieczkowski, Esq., mutually agree as follows:

**A. Particularized Terms**

1. Counts Pleading To

The defendant shall enter a plea of guilty to Count Six and Count Twenty-Two of the Indictment. Count Six charges the defendant with mail fraud, in violation of 18 U.S.C. § 1341. Count Twenty-Two charges the defendant with aggravated identify theft, in violation of 18 U.S.C. § 1028A(a)(1).

2. Maximum Penalties

Count Six carries a maximum sentence of 20 years' imprisonment, a fine of up to \$250,000, a term of supervised release of not more than three

Defendant's Initials ELR

years, and a special assessment of \$100 per felony count for individuals. Count Twenty-Two carries a mandatory, consecutive two-year term of imprisonment, a fine of up to \$250,000, a maximum term of supervised release of one year, and a \$100 special assessment. With respect to certain offenses, the Court shall order the defendant to make restitution to any victims of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victims of the offenses, or to the community, as set forth below.

### 3. Elements of the Offenses

#### Count Six

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

- First: the defendant knowingly devised or participated in a scheme to defraud someone, or obtain money or property, using false or fraudulent pretenses, representations, or promises;
- Second: the false pretenses, representations, or promises were about a material fact;
- Third: the defendant intended to defraud someone; and
- Fourth: the defendant used the United States Postal Service by mailing or causing to be mailed, or a private or commercial interstate carrier by depositing or causing to

be deposited with the carrier, something meant to help carry out the scheme to defraud.

Count Twenty-Two

The defendant acknowledges understanding the nature and elements of the offense with which the defendant has been charged and to which defendant is pleading guilty. The elements of Count Twenty-Two are:

- First: the defendant knowingly transferred, possessed, or used another person's means of identification;
- Second: without lawful authority; and
- Third: during and in relation to the felony offense of mail fraud, as alleged in Count Six of the Indictment.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts One through Five, Counts Seven through Twenty-One, and Counts Twenty-Three through Twenty-Five, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. 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

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

6. Mandatory Restitution to Victims of Offense

Pursuant to 18 U.S.C. § 3663A(a) and (b), the defendant agrees to make full restitution to the victims of this offense.

7. Discretionary Restitution to Victims of Scheme

Pursuant to 18 U.S.C. § 3663(a) and (b), defendant agrees to make full restitution to all persons victimized by the defendant's fraudulent scheme. The defendant acknowledges that the amount of restitution will be at least \$265,627.00, and that the final amount of restitution will be determined by the Court at sentencing.

8. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant

will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

9. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot

and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

10. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as

"substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

12. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However,

the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights,



as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by rescission of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books,

papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

### 13. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the \$265,627.00 in proceeds the defendant admits he obtained, as the result of the commission of the offense to which the defendant is pleading guilty. The defendant acknowledges and agrees that: (1) the defendant obtained this amount as a result of the commission of the offense, and (2) as a result of the acts and omissions of the defendant, the proceeds

have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence. Therefore, the defendant agrees that, pursuant to 21 U.S.C. § 853(p), the United States is entitled to forfeit any other property of the defendant (substitute assets), up to the amount of proceeds the defendant obtained, as the result of the offense of conviction. The defendant further consents to, and agrees not to oppose, any motion for substitute assets filed by the United States up to the amount of proceeds obtained from commission of the offense. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant additionally agrees that since the criminal proceeds have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence, the preliminary and final orders of forfeiture should authorize the United States Attorney's Office to conduct discovery (including depositions, interrogatories, requests for production of documents, and the issuance of subpoenas), pursuant to Rule 32.2 (b) (3) of the Federal Rules of Criminal Procedure, to help identify, locate, and forfeit substitute assets.

The defendant also agrees to waive all constitutional, statutory, and procedural challenges (including direct appeal, habeas corpus, or any other

means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the

release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the defendant's sentencing. In addition to providing full and complete information about substitute assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance

of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including the forfeiture of any substitute assets, is final.

**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 offenses, 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 offenses, 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 United States from simultaneously pursuing other statutory remedies for collecting restitution (28 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. The special assessment is due on the date of sentencing.

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. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, 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.

4. 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 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.

5. 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 financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he 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 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.

6. 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 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.

7. 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).

8. 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.

9. 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.

10. 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 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.

11. 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 below 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.

FACTS

Elvis Harold Reyes was at all times material to these facts a resident of the Middle District of Florida. Starting in 2016 and continuing into 2019, Reyes, personally and through his non-profit company EHR Ministries, Inc., engaged in a fraudulent scheme where he posed as an immigration attorney offering to help Spanish-speaking immigrants achieve various forms of legal status in the United States; principally to obtain Florida drivers licenses and work authorization.

Reyes obtained many business leads from word-of-mouth referral, but he also mass-marketed his services using social media, professional websites, and business cards bearing the name of his purported charitable organization. Reyes primarily targeted aliens and their family members originating from Spanish-speaking countries in Central and South America. Reyes's client-

victims, for the most part, lacked higher education, were unfamiliar with U.S. laws and the U.S. immigration system, lacked the English-language skills, and had no legal status in the United States.

Once Reyes received a referral, he commonly met the client-victim in person in the Middle District of Florida, at either their residence or at the referring party's residence. Reyes sometimes met with multiple client-victims at once. When Reyes arrived, he would falsely represent himself as a barred immigration attorney. Throughout the course of his scheme, Reyes also made several other dubious claims to expertise involving immigration matters and law enforcement.

Reyes would then leverage his falsified legal expertise to explain to client-victims how he would help them achieve their short-term goals—commonly a driver's license and work authorization. Reyes sometimes recommended that the client-victims file for asylum, but other times made no mention of asylum and referred to ambiguous laws or treaties. In either case, Reyes's client-victims either did not know that Reyes was planning to file an asylum claim on their behalf, or, at best, did not fully understand what an asylum claim was.

Reyes had the client-victims sign either blank pieces of paper or blank I-589 applications (the form designated by the United States Citizenship and

Immigration Services ("USCIS") for asylum and Convention Against Torture claims). The client-victims reported having never seen their completed I-589 applications before the applications' submission to USCIS. Reyes would fill out the I-589 petitions with partially true biographical information and completely false asylum and "Torture Convention" narratives. In every application charged in the Indictment, Reyes checked the "Torture Convention" box in Part B of the form, indicating that the applicant sought protection under the United States' obligations stemming from Article 3 of the United Nations Convention Against Torture ("CAT protection").

Reyes provided false narratives in support of the I-589 applications' requests for CAT protection. The client-victims never saw or approved the false narratives before Reyes filed their applications. Initially, Reyes identified himself and signed as the applications' preparer. But Reyes later began using fabricated preparer identities. All the applications filed in Reyes' scheme listed a return mailing address associated with Reyes or Reyes's charitable organization, EHR Ministries.

Reyes commonly charged approximately \$5,000 for his services. Most client-victims paid half that amount up front and the balance in installments. Reyes issued detailed receipts for payments made and aggressively collected unpaid balances. Reyes took payment by cash, check, or credit card,

depositing the monies directly into his personal accounts or accounts associated with EHR Ministries.

Reyes's client-victims sometimes received the short-term relief they sought—many were able to obtain temporary driver's licenses using the USCIS receipt notices (Form I-797C, Notices of Action) generated as a result of the I-589 filing. Some early client-victims were even able to obtain temporary work authorization. But Reyes never informed his client-victims that a denied I-589 petition would result in immediate immigration removal proceedings. Most also did not know that they would have to travel to Miami to be interviewed in order to substantiate their asylum/CAT protection claim. Many others, though, simply received a driver's license but were denied work authorization. As part of this scheme, Reyes filed at least 234 I-589 applications. In total, Reyes's scheme resulted in intended loss of at least

Def. \$1,141,686.00 and actual loss of at least \$265,627.00.  
obj.

One client-victim who Reyes engaged as part of the above-described scheme was Y.H.G. At the time, Y.H.G. had no legal status in the United States. She met Reyes through two friends who introduced Reyes as an immigration attorney who could help file the paperwork necessary to legalize Y.H.G.'s immigration status.



In May 2018, Y.H.G. met with Reyes in person at the referring friends' home in the Middle District of Florida. Although Reyes is not licensed to practice law in any state or territory of the United States, Reyes introduced himself as an immigration attorney. Y.H.G. asked if Reyes could help her and her husband obtain work authorization permits. Reyes pitched that he could help them achieve full legal status in the United States because of their U.S.-born children. Reyes did not, at any time, mention that he would be filing for asylum—he described the basis for both filings as being the couple's children. The couple had never heard of asylum when they met with Reyes and did not know that he intended to file an I-589 petition on their behalf. Reyes never mentioned immigration interviews or the potential immigration consequences of a denied asylum claim. Reyes quoted the couple \$3,500 to file for both of them, explaining that he would handle the rest of the filing process.

On May 25, 2018, Reyes mailed a parcel at the United States Postal Service store in Brandon, Florida, containing Y.H.G.'s completed and signed I-589 petition, to USCIS in Mesquite, Texas. On May 30, 2018, USCIS received Y.H.G.'s I-589 petition in Texas. In addition to the I-589 application, the parcel contained copies of Y.H.G.'s Mexican passport (bearing Y.H.G.'s name, date of birth, passport number, and unique "CURP" code), as well as U.S. birth certificates (bearing names and birth dates) and social security cards

(bearing names and social security numbers) for Y.H.G.'s daughters. Reyes had enclosed and mailed copies Y.H.G.'s passport and personally-identifiable information in support of the I-589 application.

Y.H.G. had signed the I-589 application received by USCIS when the application was blank and she did not know what she was signing (Y.H.G. could not read or write English at the time). Reyes had later completed the remainder Y.H.G.'s I-589 application.

Y.H.G.'s I-589 application contained several inaccuracies in the biographical section, including a listed residential address and mailing address that were not associated with Y.H.G. Reyes had also hand-written false narratives in response to questions in Part B and Part C of the I-589 application. Reyes never discussed these questions or answers with Y.H.G. or her husband. For example, in response to a question about mistreatment or harm experienced by the applicant, Y.H.G.'s application falsely stated that in June 2006: "[d]rug lords tried to take my wife and kill me, we ran and came to the USA." This fear was reportedly based on "self experience." In response to a question about fear or mistreatment if the applicant returns to their home country, Y.H.G.'s application falsely stated: "I fear my wife and I being killed...[by] drug lords from the drug cartel." Additionally, in response to a question about fear of being subjected to torture in the applicant's home

country, Y.H.G.'s application stated: "If we are returned the drug lord from the drug cartel in my village will have my wife and I killed." Finally, the form offered "[t]he fear of being sent back to die stop us from doing this before," as the reason for waiting more than one year after having arrived in the United States to petition for relief. Reyes intentionally fabricated these answers on Y.H.G.'s I-589 application. Y.H.G. told law-enforcement officers that she never would have wanted the application submitted on her behalf had she known what it was and what it contained.

Y.H.G. and her husband paid Reyes \$3,500 for his services. Ultimately, Reyes provided Y.H.G. (and her husband, for whom Reyes also submitted an asylum application) with USCIS receipt notices. Y.H.G. never received a work authorization permit and did not gain full legal status as a result of Reyes's services.

12. Entire Agreement

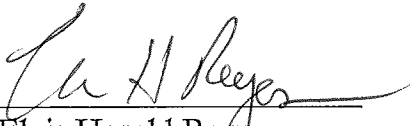
This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

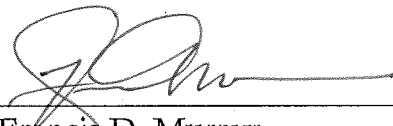
13. Certification

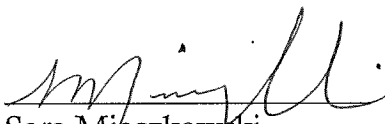
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.


DATED this 15th day of December, 2020.

MARIA CHAPA LOPEZ  
United States Attorney

  
Elvis Harold Reyes  
Defendant

  
Francis D. Murray  
Assistant United States Attorney

  
Sara Mieczkowski  
Attorney for Defendant

  
Carlton C. Gammons  
Assistant United States Attorney  
Acting Chief, Special Victims Section