

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

ROBERTO CALDERO

No. 21 CR 132
Hon. Steven C. Seeger

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, JOHN R. LAUSCH, JR., and defendant ROBERTO CALDERO, and his attorney, ANTHONY MASCIOPINTO, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The parties to this Agreement have agreed upon the following:

Charges in This Case

2. The indictment in this case charges defendant with wire fraud, in violation of Title 18, United States Code, Sections 1343 and 1346 (Counts One through Four); bribery, in violation of Title 18, United States Code, Sections 666(a)(2) and 2 (Counts Five and Eight); and using an interstate facility to facilitate bribery, in violation of Title 18, United States Code, Sections 1952(a)(3) and 2 (Counts Six and Seven).

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

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

Charge to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to Count One, which charges defendant with wire fraud, in violation of Title 18, United States Code, Sections 1343 and 1346.

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charge contained in Count One 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 pursuant to Guideline § 1B1.3:

Beginning in or around April 2016, and continuing to in or around July 14, 2017, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere, ROBERTO CALDERO, together with others, knowingly devised, intended to devise, and participated in a scheme to defraud the people of the City of Chicago of the intangible right to the honest services of CPS Employee A and Alderman A, through bribery and the concealment of material facts.

Background

Custodial Services Contract

The Chicago Public Schools ("CPS") was an independent school district and unit of local government governed by the Board of Education of the City of Chicago (the "CBOE"). The members of the CBOE were appointed by the Mayor of the City of Chicago and were responsible for the governance, organizational and financial

oversight of CPS. The Mayor of the City of Chicago had the power to appoint and seek the resignation of members of the CBOE. The CBOE had the power to appoint and remove the CPS Chief Executive Officer (the "CPS CEO") who was responsible for the management of CPS.

In or around April 2016, CPS solicited proposals from companies willing to enter into a contract with CPS to provide custodial services, engineering operations, and other trade services within Chicago public schools for a three-year term (the "custodial services contract"). Owing to the size, duration, and possible extensions of the custodial services contract, the company or companies awarded the custodial services contract were projected to receive or share total payments exceeding approximately \$1 billion under the contract.

An evaluation committee (the "Evaluation Committee"), which included representatives from various departments within CPS, was tasked to review all proposals and to recommend to CBOE and the CPS CEO which company or companies should win the custodial services contract. The CBOE and the CPS CEO were responsible for deciding what company or companies would be awarded the custodial services contract.

CPS Employee A was a CPS employee and a member of the Evaluation Committee. CPS Employee A owed a duty of honest services to CPS and the CBOE in the performance of CPS Employee A's duties. The CPS Code of Ethics prohibited CPS Employee A from accepting anything of value, including, but not limited to, a

gift, favor or promise of future employment based upon any explicit or implicit mutual understanding that CPS Employee A's official actions would be influenced. The CPS Code of Ethics further prohibited CPS Employee A from using or disclosing confidential information gained by reason of CPS Employee A's position or employment.

Company A was a company based in Cleveland, Ohio, that provided facility services, including janitorial and custodial services. On or about July 8, 2016, Company A submitted a proposal to CPS seeking to be awarded all or a portion of the custodial services contract.

Company A retained Individual A and Individual A's company as its registered lobbyist to help secure the custodial services contract for Company A. CALDERO worked with Individual A to try to help secure all or a portion of the custodial services contract for Company A.

Honorary Street Name Designation and Park Renaming

The City of Chicago was a unit of local government known as a municipal corporation, and was a political subdivision of the State of Illinois. The City of Chicago received in excess of \$10,000 in federal benefits in 2016.

Pursuant to a provision of the Municipal Code of Chicago, commonly known as the honorary street name ordinance, the City of Chicago provided for a process by which streets within the City could be given an honorary street name designation, so

that in addition to a street's real name, the street would also bear an honorary street name and sign in recognition of a particular individual.

The Chicago Park District was a unit of local government known as a municipal corporation, and was a political subdivision of the State of Illinois. The Chicago Park District Board of Commissioners, the governing body of the Chicago Park District, was responsible for approving the naming and renaming of parks owned by the Chicago Park District

Individual B was a resident of Chicago who, together with Individual B's relatives, sought to obtain an honorary street name designation in the name of Individual B's father for the 500 block of South Wells Street in Chicago, and to rename a parcel of property after Individual B's grandfather, land which at the time was used as a park at 438 S. Franklin Street, Chicago, Illinois, and believed to be owned by the Chicago Park District (hereinafter, "the Park").

CALDERO worked for Individual B and Individual B's relatives to obtain an honorary street designation and to try to rename the Park in the name of Individual B's father and grandfather.

The City Council and Alderman A

The City of Chicago's legislative branch of government was the Chicago City Council (the "City Council"), which was comprised of fifty City Council members, each of whom represented one of Chicago's fifty wards, and who were known as Aldermen. The Aldermen were compensated and publicly elected. As a consequence of their

membership on the City Council and their prominence as local public officials, Aldermen were capable of influencing, pressuring, and advising other local public officials within Chicago concerning the business and affairs of the City of Chicago and associated entities, such as CPS and the Chicago Park District. In addition, Aldermen were capable of introducing, gathering votes in support for, and voting on ordinances before the City Council, including those involving honorary street name designations.

Alderman A was Alderman for the Twenty-Fifth Ward in Chicago. Alderman A was an employee of the City of Chicago, and paid a salary by the City of Chicago. As an employee of the City of Chicago, Alderman A owed a duty of honest services to the people of the City of Chicago. Alderman A cooperated with the Federal Bureau of Investigation. During the period of that cooperation, Alderman A acted at the direction of law enforcement in connection with CALDERO's efforts to obtain official action from Alderman A and others.

Citizens for Alderman A was an Illinois not-for-profit corporation whose purpose was to support the election of Alderman A. Democratic Organization A was an unincorporated political organization whose purpose was to advance the agenda of the Democratic party within Alderman A's ward.

The Municipal Code of Chicago required any person who, on behalf of any person other than himself, or as any part of his duties as an employee of another, undertook to influence any legislative or administrative action, including but not

limited to, the introduction, passage or other action to be taken on an ordinance, resolution, motion, order, appointment or other matter before the City Council, to register and file activity reports with the City of Chicago Board of Ethics.

The Fraud Scheme

Between in or around April 2016 and in or around July 14, 2017, CALDERO promised, gave, and offered public officials and employees, including but not limited to CPS Employee A and Alderman A, various benefits in exchange for these public officials and employees taking official action benefitting CALDERO's clients with respect to the potential award of all or a portion of the custodial services contract, an honorary street name designation and possible park renaming, as described below.

Bribery in Connection with the Custodial Services Contract

Beginning in or around April 2016 and continuing through in or around January 2017, CALDERO raised the prospect of his assistance in obtaining future employment for CPS Employee A and gave CPS Employee A food, champagne, discounted event space for a family event, and admission to an annual benefit for a museum, in exchange for, and the performance of, official acts by CPS Employee A, namely, CPS Employee A's efforts to secure the custodial services contract, or a portion of the contract, for Company A. The items of value CALDERO gave to CPS Employee A were worth at least approximately \$3,000.

In or about April 2016, CPS Employee A volunteered to join the Evaluation Committee for the purpose of ensuring that Company A's bid was successful. CPS

Employee A did so, in part, because CALDERO told CPS Employee A that the more CPS Employee A helped him and the companies like Company A, and with CPS Employee A's level of experience within CPS, the better CPS Employee A's chances were of securing a well-paying job down the road. CPS Employee A understood CALDERO to be saying that CALDERO would remember CPS Employee A's efforts to help Company A and would help Employee A possibly secure a lucrative position with a company like Company A in the future. Subsequently, on multiple occasions between in or around August 2016 and in or around January 2017, CALDERO sought, and CPS Employee A provided CALDERO, non-public confidential CPS information concerning the Evaluation Committee's deliberations, including, but not limited to, information about the Evaluation Committee's views about Company A's bid, and weaknesses raised by other Evaluation Committee members concerning Company A's bid. In and around September 2016, Employee A informed CALDERO that during the Evaluation Committee meetings some committee members indicated that they wanted multiple companies to win and split the contract.

In exchange for the items of value, offers and promises of benefits CPS Employee A received from CALDERO, CPS Employee A advocated for Company A's selection for a portion of the custodial services contract during Evaluation Committee meetings held in or around October 2016 and in or around November 2016, and also sought to advise and pressure other members of the Evaluation Committee to select Company A as opposed to other competitors. Also in exchange for the items of value

and promises of benefits received from CALDERO, CPS Employee A provided higher evaluation scores for Company A's bid and lower scores for some of Company A's competitors in his capacity as a member of the Evaluation Committee.

Beginning in or around September 2016 and continuing through in or around July 2017, CALDERO promised, offered and gave Alderman A campaign contributions from Company A, in exchange for, and the performance of, official acts by Alderman A, namely, Alderman A's efforts to advise and exert pressure on the Mayor of the City of Chicago to encourage CPS to select multiple companies for the janitorial services contract and to support Company A in its bid for a portion of the custodial services contract.

In or around November 2016, CALDERO told Individual A that Alderman A was coordinating efforts to pressure the Mayor of the City of Chicago to cause CBOE to select Company A for the custodial services contract, and asked Individual A to write a check for Alderman A. Individual A made a check payable to Citizens for Alderman A in the amount of \$1,000, which CALDERO provided to Alderman A, and informed CALDERO that a third party would also write Alderman A a check.

Subsequently, CALDERO met with Alderman A and reported that a third party was going to make a \$5,000 campaign contribution to Alderman A on behalf of Company A, and in turn, CALDERO caused that third party to issue the check for \$5,000 to be paid to Democratic Organization A, a political organization affiliated with Alderman A's ward. This contribution to Democratic Organization A was in

return for Alderman A pressuring the Mayor of the City of Chicago and the CPS CEO to cause CBOE to select Company A for a portion of the custodial services contract.

CALDERO also enlisted another elected public official, Public Official A, to assist with Company A's bid on the custodial services contract. On or about December 2, 2016, CALDERO asked Individual C, one of CALDERO's associates who stood to benefit from the custodial services contract as a potential subcontractor, to help keep Public Official A happy until Public Official A met with the Mayor of the City of Chicago and exerted pressure on the Mayor to support Company A's bid on the custodial services contract. Specifically, CALDERO asked Individual C to provide a controlled substance to Public Official A. Shortly after, on or about December 9, 2016, CALDERO also asked Individual D to obtain and supply marijuana for Public Official A's birthday party.

Bribery in Connection with Honorary Street Name and Park Renaming

Between in or around July 2016 and in or around September 2016, CALDERO repeatedly promised Alderman A \$50,000 in campaign contributions from Individual B and Individual B's family, in exchange for Alderman A introducing and supporting an ordinance that would provide for an honorary street name designation for Individual B's father and for advising and pressuring Chicago Park District officials to rename the Park for Individual B's grandfather. CALDERO told Alderman A that the payments would come from businesses that were "related to" Individual B's

family “but not owned by them” because “it can’t be [Individual B’s last name] on the checks.”

On or about October 5, 2016, Alderman A introduced ordinance O2016-7248 in the Chicago City Council, which ordered the City of Chicago Commissioner of Transportation to designate the 500 block of South Wells Street in Chicago to honor Individual B’s father. Subsequently, between in or around December 7, 2016, and in or around November 28, 2017, businesses owned by Individual B’s family made approximately \$15,500 in campaign contributions for the benefit of Alderman A.

CALDERO did not register with the City of Chicago Board of Ethics as a lobbyist for Individual B, Individual B’s family, or any entity owned or controlled by Individual B or Individual B’s family, in part to conceal his illegal activity.

Interstate Wire

On or about October 24, 2016, for the purpose of executing the scheme, CALDERO knowingly caused to be transmitted by means of a wire communication in interstate commerce certain writings, signs, signals, and sounds, namely, an email from CALDERO’s Gmail account to Alderman A attaching text that CALDERO sought to be included in a draft letter from Alderman A and others to the CBOE regarding the custodial services contract, which email was routed through network servers located outside Illinois.

Maximum Statutory Penalties

7. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 20 years' imprisonment. This offense also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than three years.

b. Pursuant to Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which he has pled guilty, in addition to any other penalty imposed.

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, and 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:

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.**

i. The base offense level is 12, pursuant to Guideline § 2C1.1(a)(2).

ii. The base offense level is increased by 2 levels, pursuant to Guideline § 2C1.1(b)(1), because the offense involved more than one bribe.

iii. The base offense level is increased by 6 levels, pursuant to Guidelines §§ 2C1.1(b)(2) and 2B1.1(b)(1)(D), because the value of the amount to be obtained by a public official was greater than \$40,000 but less than \$95,000.

iv. The base offense level is increased by 4 levels, pursuant to Guideline § 2C1.1(b)(3), because the offense involved an elected public official or any public official in a high-level decision-making or sensitive position.

v. The base offense level is increased by 3 levels, pursuant to Guideline § 3B1.1(b), because the defendant was a manager or supervisor and the criminal activity involved five or more participants or was otherwise extensive. Defendant's counsel disagrees with the application of this enhancement as a legal matter and reserves the right to contest this calculation at sentencing.

vi. 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.

vii. 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 zero and defendant's criminal history category is I.

i. On November 30, 1982, defendant was convicted of carry/possession of a firearm and sentenced to one year of probation. Pursuant to Guideline § 4A1.2(e), defendant does not receive any criminal history points as a result of this sentence.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, it is the government's position that the anticipated offense level is 24, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 51-63 months' imprisonment, in addition to any supervised release and fine 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. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

14. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss Counts Two through Eight of the indictment.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

15. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 21 CR 132.

16. 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.

Waiver of Rights

17. 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 him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt and that it was to consider each count of the indictment separately.

The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that 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, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

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 in 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 in 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.

18. 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

19. 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.

20. 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.

21. 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

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

23. 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

24. 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.


25. 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.

26. 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.

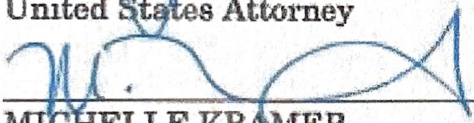
27. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

28. 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: 9/1/22



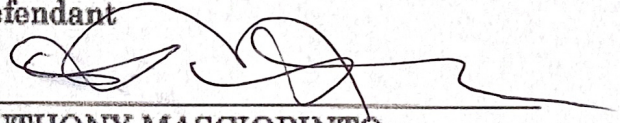
JOHN R. LAUSCH, JR.
United States Attorney



MICHELLE KRAMER
Assistant U.S. Attorney



ROBERTO CALDÉRO
Defendant



ANTHONY MASCIOPINTO
Attorney for Defendant