

FILED

JUN 30 2025

JUDGE THOMAS M. DURKIN
U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)
) No. 25 CR 132
 vs.)
) Judge Thomas M. Durkin
 DARREN CARLYLE SADLER)

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, ANDREW S. BOUTROS, and defendant DARREN CARLYLE SADLER, and his attorney, JEFFREY C. LICHTMAN, 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 information in this case charges defendant with wire fraud, in violation of Title 18, United States Code, Section 1343.

3. Defendant has read the charge against him contained in the information, and that charge has 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.

Charges to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the information charging him with wire fraud. In addition, as further provided below, defendant agrees to the entry of a forfeiture judgment.

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charges contained in the information. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt, and establish a basis for forfeiture of the property described elsewhere in this Plea Agreement:

Between in or about March 2020 and December 2020, in the Northern District of Illinois and elsewhere,

DARREN CARLYLE SADLER,

defendant herein, along with others including Co-Schemer A, devised, intended to devise, and participated in a scheme to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises. Defendant executed this scheme on or about May 6, 2020, by causing an interstate wire communication, namely, a communication related to the transfer of approximately \$268,100 from Customer's Bank into the First American Bank account of Business Owner A, representing the proceeds of a PPP loan.

Prior to the COVID-19 pandemic, defendant owned loan brokering businesses through which he assisted small business owners in obtaining lines of credit and loans by acting as a middleperson between the business owners and lending institutions in return for a fee. Defendant collected the business owners' information and then sought the best loan options for his business owner clients.

In or about March 2020, following the enactment of the CARES Act, defendant, then a resident of San Diego, California, began contacting his existing and former clients about assisting them in obtaining PPP loans. Defendant also conferred with Co-Schemer A, an accountant and bookkeeper residing in San Diego, California, whose services he had utilized in the past, about the types of information and documents that would be needed in order for defendant to submit applications and obtain PPP loans for his clients. Together, defendant and Co-Schemer A discussed various program requirements and devised a list of information and documents to request from any clients interested in obtaining PPP loans.

Various existing and potential clients contacted defendant about applying for PPP loans after receiving a solicitation email from defendant or otherwise learning about defendant's purported ability to help them obtain PPP loans. At times, defendant also utilized recruiters who would refer additional clients to defendant in exchange for a fee, including Co-Schemer B. As requested, these existing and potential clients provided defendant with various pieces of information and documents about their businesses, including the information and documents set forth in the list defendant prepared with the assistance of Co-Schemer A. After receiving this information and these documents, defendant concluded that several clients either did not legitimately qualify for PPP loans or did not qualify for a loan in an amount large enough to justify the fee defendant wanted to receive in return for his services. Defendant and Co-Schemer A then discussed and decided to falsify

the information and the supporting documents submitted on behalf of these clients in order to make it appear that the clients employed more individuals than they actually employed and had larger corresponding payrolls than they actually did at their businesses. As defendant knew, the amount of a PPP loan was based upon the average monthly payroll for a business and that there were limitations on the amount of income that would be considered for each employee. Defendant therefore decided to purposefully include false information that artificially inflated the number of employees and the resulting payroll for his clients' businesses in order to obtain PPP loans in amounts larger than his clients were entitled to otherwise receive, if at all, for their businesses. Co-Schemer A agreed to assist defendant in submitting these false applications by, among other things, preparing fake documents to support the false information about employees and payroll contained in the applications. Defendant acknowledges that the number of employees and the payroll figures were material to the lenders in approving and funding PPP loans. During in or about April and May of 2020, with the assistance of Co-Schemer A and others who referred potential clients to him, including Co-Schemer B, defendant caused the creation and completion of more than sixty PPP loan applications for his business owner clients containing false information regarding the number of their employees and average monthly payroll. Defendant purposefully inflated the number of employees, if any, working for these business as well as the amounts of payroll in these applications in order to fraudulently increase the amount of the PPP loans for his clients. Defendant

also caused the submission of false documents, including false payroll documents and tax forms created by Co-Schemer A, in connection with these PPP loan applications. Recruiters such as Co-Schemer B received a portion of the loans proceeds as a fee.

To facilitate the submission of these applications, defendant utilized automated processes, such an application portal, and contractors to help him obtain information from potential clients as well as to submit the PPP loan applications along with the false documents prepared by Co-Schemer A.

In order to conceal his scheme, defendant caused the PPP loan applications to be submitted in the names of his clients as if they were personally applying for the PPP loans. Defendant caused the applications to be submitted utilizing virtual private networks located in the same area as his clients in the event that the lender captured IP address information during the application process. Defendant also created and used unique email addresses, which often included the name of the client's business, to apply for the PPP loans and to communicate with the lenders as needed. This procedure allowed defendant to control all communications with the lenders and to conceal his scheme from others.

For example, one of the false applications that defendant caused to be submitted was an application submitted by defendant on behalf of Business Owner A, who owned a trucking business located in Matteson, Illinois, and wanted the PPP loan proceeds deposited into an account held at First American Bank in Elk Grove Village, Illinois. In April 2020, defendant prepared and submitted a PPP application

for Business Owner A that contained materially false representations about the number of employees and monthly payroll for Business Owner A's trucking business. On or about April 14, 2020, Business Owner A's loan application was approved, based on the loan application containing materially false representations that defendant prepared and submitted, and on or about May 6, 2020, Customer's Bank funded a PPP loan in the amount of approximately \$268,100 for Business Owner A by wiring funds into Business Owner A's First American Bank account. Defendant acknowledges that the wiring of \$268,100 involved an interstate wire communication to facilitate the transfer from Customer's Bank to First American Bank.

In addition to submitting false applications on behalf of clients, defendant also submitted and obtained three fraudulent PPP loans for his own businesses, namely, Milan Equity Group, LLC; Milan Financial, LLC; and BCOA Centers, LLC. In order to obtain these loans, defendant submitted loan applications that falsely inflated the number of employees and payroll for each of his businesses. Defendant also submitted false tax forms and payroll summaries that had been prepared by Co-Schemer A in support of these fraudulent applications. None of these businesses had any actual employees. Defendant falsely represented the number of purported employees and the average monthly payroll for these business in order to receive PPP loans in loan amounts in excess of any amount he otherwise would have been entitled to receive under the program.

Based upon these false representations and supporting documents, defendant caused financial institutions, namely, Customer's Bank and Chase Bank, to fund PPP loans to his businesses in amounts of \$457,612 to Milan Financial, LLC, \$380,000 to BCOA Centers, LLC, and \$453,600 to Milan Equity Group, LLC. Defendant caused the proceeds of these loans, which exceeded \$1,000,000, to be deposited into accounts personally controlled by him and after receiving the proceeds of these loans used them for his own personal purposes.

In total, defendant submitted and caused the submission of at least 63 fraudulent PPP loan applications resulting in the issuance of more than \$14 million in loan funds to defendant and his clients. Defendant also received in excess of \$1.9 million from his clients as a fee for fraudulently obtained PPP loans on their behalf. Defendant caused the proceeds from his loans and his clients' loans to be deposited in an account held in the name of the Milan Equity Group at Chase Bank. Among other things, defendant used funds received from client fees and his own PPP loan proceeds to rent a villa for several months during the pandemic, to travel across the country on private jets to meet clients and appear in person at Chase bank branches to secure fund transfers, and to purchase luxury vehicles and goods, including a Rolls Royce coupe, a Mercedes Benz SUV, a Mercedes Benz convertible, a Land Rover, designer clothing, a luxury watch, and numerous meals at expensive restaurants.

7. The foregoing facts are set forth solely to assist the Court in determining whether a factual basis exists for defendant's plea of guilty and criminal forfeiture,

and are not intended to be a complete or comprehensive statement of all the facts within defendant's personal knowledge regarding the charged crimes and related conduct.

Maximum Statutory Penalties

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

a. Count One carries a maximum sentence of 20 years' imprisonment. Count One 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 with respect to Count One the judge also may impose 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 offense 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.

Sentencing Guidelines Calculations

9. 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.

10. 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 2024 Guidelines Manual.

b. **Offense Level Calculations.**

i. The base offense level is 7, pursuant to Guideline § 2B1.1(a)(1).

ii. The offense level is increased 20 levels, pursuant to Guideline § 2B1.1(b)(1)(K), because the loss amount attributed to defendant's offense

was approximately \$14,692,762, which is more than \$9.5 million but less than \$25 million.

iii. The offense level is increased by 2 levels, pursuant to Guideline § 2B1.1(b)(10)(C), because the offense involved sophisticated means and defendant engaged in conduct constituting sophisticated means.

iv. The offense level is increased by 2 levels, pursuant to Guideline § 2B1.1(b)(17)(A), because defendant derived more than \$1,000,000 in gross receipts from one or more financial institutions as a result of the offense.

v. 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 or restitution that may be imposed in this case, a two-level reduction in the offense level is appropriate.

vi. 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.

vii. Based on the facts now known to the government, defendant does not receive any criminal history points from Chapter Four, Part A, and otherwise meets the criteria set forth in Guidelines § 4C1.1(a). Therefore, the offense level is decreased by 2 levels.

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.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the anticipated offense level is 26 which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 63 to 78 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.

f. 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.

Cooperation

11. Defendant agrees he will fully and truthfully cooperate in any matter in which he is called upon to cooperate by a representative of the United States Attorney's Office for the Northern District of Illinois. This cooperation shall include providing complete and truthful information in any investigation and pre-trial preparation and complete and truthful testimony in any criminal, civil, or

administrative proceeding. Defendant agrees to the postponement of his sentencing until after the conclusion of his cooperation.

Agreements Relating to Sentencing

12. At the time of sentencing, the government shall make known to the sentencing judge the extent of defendant's cooperation. If the government determines that defendant has continued to provide full and truthful cooperation as required by this agreement, then the government shall move the court, pursuant to Guideline § 5K1.1, to depart downward from the low end of the applicable guideline range in an amount to be determined by the government at the time of sentencing. Defendant shall be free to recommend any sentence.

13. If the government does not move the Court, pursuant to Guideline § 5K1.1, to depart from the applicable guideline range, as set forth above, the preceding paragraph of this Agreement will be inoperative, both parties shall be free to recommend any sentence, and the Court shall impose a sentence taking into consideration the factors set forth in 18 U.S.C. § 3553(a) as well as the Sentencing Guidelines without any downward departure for cooperation pursuant to § 5K1.1. Defendant may not withdraw his plea of guilty because the government has failed to make a motion pursuant to Guideline § 5K1.1.

14. 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.

15. Regarding restitution, defendant acknowledges that the total amount of restitution owed to the victims of the offense is \$14,692,762, 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, together with any jointly liable co-defendants, to make full restitution in the amount outstanding at the time of sentencing.

16. 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.

17. 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.

18. 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), and Title 31, United States Code, Sections 3711, 3716, and 3728, notwithstanding any payment schedule set by the Court. In the event of the death or dissolution of, or the government's inability to locate the named

recipient(s) of restitution in the Judgment and Commitment Order, the defendant agrees to not oppose efforts by the government to obtain an order substituting as payee a representative of the victim's estate, another family member, or any other person or successor entity appointed as suitable by the court, or the Crime Victims Fund.

Forfeiture

19. Defendant understands that by pleading guilty, he will subject to forfeiture to the United States all right, title, and interest that he has in any property constituting or derived from proceeds obtained, directly or indirectly, as a result of the offenses.

20. Defendant agrees to the entry of a personal money judgment in the amount of \$14,692,762, which represents the total amount of proceeds traceable to the offense. Defendant consents to the immediate entry of a preliminary order of forfeiture as to this specific property, thereby extinguishing any right, title, or interest defendant has in it.

21. Defendant further agrees to waive and abandon any right, title, or interest in \$1,851,959 held in Chase Bank account x8975 in the name of Milan Equity Group, LLC and defendant as its manager, which funds were previously frozen pursuant to an agreed stipulation and ordered enter in Case No. 21 M 237, and shall not oppose the treatment of such funds as substitute property, as provided in Title 18, United States Code, Section 853(p).

22. Defendant understands that forfeiture shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon defendant in addition to the forfeiture judgment. In this case, however, the United States Attorney's Office will recommend to the Attorney General that any net proceeds derived from any forfeited assets be remitted or restored to eligible victims of the offense pursuant to Title 18, United States Code, Section 981(e), Title 28, Code of Federal Regulations, Part 9, and other applicable law.

23. Defendant agrees to waive all constitutional, statutory, and equitable challenges in any manner, including but not limited to direct appeal or a motion brought under Title 28, United States Code, Section 2255, to any forfeiture and/or abandonment carried out in accordance with this agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

24. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 25 CR 132.

25. 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

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

a. **Right to be charged by indictment.** Defendant understands that he has a right to have the charges prosecuted by an indictment returned by a concurrence of twelve or more members of a grand jury consisting of not less than sixteen and not more than twenty-three members. By signing this Agreement, defendant knowingly waives his right to be prosecuted by indictment and to assert at trial or on appeal any defects or errors arising from the information, the information process, or the fact that he has been prosecuted by way of information.

b. **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 information 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.

viii. With respect to forfeiture, defendant understands that if the case were tried before a jury, he would have a right to retain the jury to determine whether the government had established the requisite nexus between defendant's offense and any specific property alleged to be subject to forfeiture.

d. **Appellate and collateral rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to appeal his conviction and the sentence imposed. Acknowledging this, if the government makes a motion at sentencing for a downward departure pursuant to Guideline § 5K1.1, defendant knowingly waives the right to appeal his conviction,

any pre-trial rulings by the Court, and any part of the sentence (or the manner in which that sentence was determined), including any term of imprisonment and fine within the maximums provided by law, and including any order of restitution or forfeiture, in exchange for the concessions made by the United States in this Agreement. In addition, if the government makes a motion at sentencing for a downward departure pursuant to Guideline § 5K1.1, defendant also waives his right to challenge his conviction and sentence, and the manner in which the sentence was determined, in any collateral attack or future challenge, including but not limited to a motion brought under Title 28, United States Code, Section 2255. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel, nor does it prohibit defendant from seeking a reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

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

Presentence Investigation Report/Post-Sentence Supervision

28. 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, including the nature and extent of defendant's cooperation.

29. 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.

30. For the purpose of monitoring defendant's compliance with his obligations to pay a fine and restitution 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

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

32. 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

33. 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.

34. 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.

35. 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.

36. 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.


37. 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: JUNE 30, 2025


MICHELLE
PETERSEN

Digitally signed by MICHELLE
PETERSEN
Date: 2025.05.26 21:45:20 -05'00' for ASB

ANDREW S. BOUTROS
United States Attorney


KARTIK K. RAMAN
Assistant U.S. Attorney


DARREN CARLYLE SADLER
Defendant


JEFFREY C. LICHTMAN
Attorney for Defendant