

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

LUIS ALBERTO VASQUEZ-PENA,

Defendant.

Case No. 14-00266-01-CR-W-DW

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

**1. The Parties.** The parties to this agreement are the United States Attorney's Office for the Western District of Missouri (otherwise referred to as "the Government" or "the United States"), represented by Tammy Dickinson, United States Attorney, and Justin G. Davids, Assistant United States Attorney, and the defendant, Luis Alberto Vasquez-Pena ("the defendant"), represented by Lisa Nouri.

The defendant understands and agrees that this plea agreement is only between him and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

**2. Defendant's Guilty Plea.** The defendant agrees to and hereby does plead guilty to Counts One and Two of the Indictment, that is violations of 21 U.S.C. §§ 841(a)(1) and (b)(1)(B), distribution of methamphetamine. Further, the defendant agrees to and hereby does plead guilty to Count Three of the Indictment, that is a violation of 18 U.S.C. §§ 922(g)(5) and 924(a)(2), being an alien in possession of a

firearm. By entering into this plea agreement, the defendant admits that he knowingly committed these offenses, and is in fact guilty of these offenses.

**3. Factual Basis for Guilty Plea.** The parties agree that the facts constituting the offenses to which he is pleading guilty are as follows:

The facts of this case are substantially contained in an affidavit attached in support of the criminal complaint filed in *United States v. Vasquez-Pena*, Case No. 14-00158-MJ-JTM (W.D. Mo. filed Aug. 27, 2014), which is incorporated into this plea agreement by reference.

To summarize, on June 3, 2014, an undercover police detective (UC) working with Homeland Security Investigations (HSI) and the Kansas City, Missouri Police Department (KCPD) Gang Squad made a hand-to-hand controlled purchase of one ounce of methamphetamine for \$1,100 from an individual later identified as Luis Alberto Vasquez-Pena, a/k/a “SHADOW,” in the area of East 9th Street and Bales Court, Kansas City, Western District of Missouri. Lab tests confirmed the substance to be 28.3224 grams of methamphetamine at 76% purity.

On June 19, 2014, Vasquez-Pena (driving a blue Dodge Durango with Missouri temporary license plate 00DJJN which came back registered to Vasquez-Pena) met the UC again in an alleyway south of 5501 Drury Avenue, Kansas City, Western District of Missouri. In another hand-to-hand controlled purchase, Vasquez-Pena gave the UC an ounce of methamphetamine in exchange for \$1,100. Lab tests confirmed the substance to be 27.3883 grams of methamphetamine at 77% purity. Vasquez-Pena told the UC that if she were to purchase larger quantities of methamphetamine or make more frequent purchases, he could lower the price to \$900 to \$950 an ounce.

On August 14, 2014, the UC attempted to purchase five ounces of methamphetamine for \$4,500 from Vasquez-Pena. On that date, utilizing a cell phone, Vasquez-Pena asked the UC if she could pay \$925 an ounce of methamphetamine. The UC stated that Vasquez-Pena had already quoted her \$900 an ounce if she purchased five ounces. Vasquez-Pena confirmed to the UC that the price would be “45 altogether.” Subsequently, the UC and Vasquez-Pena met near the corner of St. John Avenue and Hardesty Avenue, Kansas City, Western District of Missouri. Vasquez-Pena got into the UC’s vehicle and told the UC to drive to a house near East 9th Street and Bales Court, Kansas City, Western District of Missouri. Vasquez-Pena asked the UC if she had the money; the UC confirmed that she did but that she was not going to pay until she got the methamphetamine. Vasquez-Pena explained that he would have to walk two or three houses up the street to get the drugs, and that the dealer would not let five ounces of methamphetamine “walk out the door” without getting paid first. The UC provided

Vasquez-Pena \$4,500 in pre-recorded buy money. Vasquez-Pena then got out of the UC's vehicle, walking north on Bales Court. KCPD detectives and HSI agents witnessed Vasquez-Pena get into his blue Dodge Durango (which was occupied by a woman), and immediately leave the area.

Law enforcement officers attempted to stop the Durango near Chestnut Avenue and Independence Avenue, Kansas City, Western District of Missouri, but Vasquez-Pena refused to stop. A high-speed chase ensued with Vasquez-Pena eventually traveling to Kansas City, Kansas. Law enforcement briefly lost visual contact with the Durango but soon found it abandoned in a business parking lot located at 6320 Kansas Avenue, Kansas City, District of Kansas. A few minutes later, HSI agents discovered Vasquez-Pena hiding under a car in a nearby salvage yard. Officers also found the woman passenger in the salvage yard and recovered the \$4,500 pre-recorded buy money from her person. HSI agents searched the Durango and recovered a Ruger, Model P90, .45 caliber pistol, Serial Number 661-94017, containing a magazine with eight rounds of ammunition, as well as another handgun magazine containing eight rounds of ammunition concealed under the driver's seat. Neither the firearm nor the ammunition was manufactured in Missouri. Following his arrest, Vasquez-Pena made several unsolicited, spontaneous statements to KCPD officers, such as, "Why did your boys have to tackle me, they already found my gun," and "I've got away from you guys a lot of times, I know the game. I just took your girl's \$4,500. I should have shot that bitch."

In a *Miranda* interview, Vasquez-Pena acknowledged he was born in Mexico and is illegally present in the United States. Records confirmed he is a Mexican citizen and is in the United States without permission. Vasquez-Pena explained he could not get five ounces of methamphetamine and intended to take the money from the UC. Vasquez-Pena stated he did not know she was law enforcement or he would have never answered his phone. Vasquez-Pena admitted that he got the gun two or three weeks earlier from a guy in exchange for an eight-ball of methamphetamine. He stated that he leaves the gun in his truck most of the time and only carries it on drug deals when he feels someone is going to take his money.

Luis Alberto Vasquez-Pena admits that on June 3, 2014, in the Western District of Missouri, he intentionally transferred methamphetamine to another person; that at the time of the transfer, he knew it was methamphetamine; and the amount he transferred was 28.3224 grams of methamphetamine at 76% purity. Additionally, Luis Alberto Vasquez-Pena admits that on June 19, 2014, in the Western District of Missouri, he intentionally transferred methamphetamine to another person; that at the time of the transfer, he knew it was methamphetamine; and the amount he transferred was 27.3883 grams of methamphetamine at 77% purity. Finally, Luis Alberto Vasquez-Pena admits that on August 14, 2014, in the Western District of Missouri, he was an alien illegally and unlawfully in the United States; that he knowingly possessed a Ruger, Model P90, .45

caliber pistol, Serial Number 661-94017, containing a magazine with eight rounds of ammunition, as well as another handgun magazine containing eight rounds of ammunition concealed under the Dodge Durango's driver's seat; and the firearm and ammunition were transported across a state line at some time during or before his possession of them.

**4. Use of Factual Admissions and Relevant Conduct.** The defendant acknowledges, understands and agrees that the admissions contained in Paragraph 3 and other portions of this plea agreement will be used for the purpose of determining his guilt and advisory sentencing range under the United States Sentencing Guidelines ("U.S.S.G."), including the calculation of the defendant's offense level in accordance with U.S.S.G. § 1B1.3(a)(2). The defendant acknowledges, understands and agrees that the conduct charged in any dismissed counts of the indictment as well as all other uncharged related criminal activity may be considered as "relevant conduct" pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charge to which he is pleading guilty.

**5. Statutory Penalties.** The defendant understands that upon his plea of guilty to Counts One and Two of the Indictment, distribution of methamphetamine in violation of 21 U.S.C. §§ 841(a)(1) and (b)(1)(B), the minimum penalty the Court may impose on each count is not less than five years' imprisonment, the maximum penalty is not more than 40 years' imprisonment, not more than a \$5 million fine, not less than four years' supervised release, and a \$100 mandatory special assessment per felony count of conviction which must be paid in full at the time of sentencing. The defendant further understands that each of these offenses is a Class B felony.

Additionally, the defendant understands that upon his plea of guilty to Count Three of the Indictment, alien in possession of a firearm in violation of 18 U.S.C. §§ 922(g)(5) and 924(a)(2), the maximum penalty the Court may impose is not more than 10 years' imprisonment, not more than a \$250,000 fine, not more than three years' supervised release, and a \$100 mandatory special assessment

per felony count of conviction which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class C felony.

**6. Sentencing Procedures.** The defendant acknowledges, understands and agrees to the following:

a. in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the defendant's applicable Guidelines range, unless the sentence imposed is "unreasonable";

b. the Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;

c. in addition to a sentence of imprisonment, the Court may impose a term of supervised release of at least four years; that the Court must impose a period of supervised release if a sentence of imprisonment of more than one year is imposed;

d. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;

e. any sentence of imprisonment imposed by the Court will not allow for parole;

f. the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and

g. the defendant may not withdraw his guilty plea solely because of the nature or length of the sentence imposed by the Court.

**7. Government's Agreements.** Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses related distribution of methamphetamine on June 3, 2014 (Count One) and on June 19, 2014 (Count Two), as well as being an alien in possession of a firearm on August 14, 2014 (Count Three), for which it has venue and which arose out of the defendant's conduct described above.

The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives his right to challenge the initiation of the dismissed or additional charges against him if he breaches this agreement. The defendant expressly waives his right to assert a statute of limitations defense if the dismissed or additional charges are initiated against him following a breach of this agreement. The defendant further understands and agrees that if the Government elects to file additional charges against him following his breach of this plea agreement, he will not be allowed to withdraw his guilty plea.

**8. Preparation of Presentence Report.** The defendant understands the United States will provide to the Court and the United States Probation Office a government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the counts to which he has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the 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 only to any limitations set forth in this plea agreement. The United States and the defendant expressly reserve the

right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

**9. Withdrawal of Plea.** Either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw his plea of guilty only if the Court rejects the plea agreement or if the defendant can show a fair and just reason for requesting the withdrawal. The defendant understands that if the Court accepts his plea of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, he will not be permitted to withdraw his plea of guilty.

**10. Agreed Guidelines Applications.** With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";

b. The applicable Guidelines section for the offense of conviction under Counts One and Two is U.S.S.G. § 2D1.1, which provides for a base offense level of 28 (41 grams of methamphetamine (actual)). The applicable Guidelines section for the offense of conviction under Count Three is U.S.S.G. § 2K2.1(a)(6), which provides for a base offense level of 14;

c. Under Counts One and Two, a two-level enhancement for possession of a dangerous weapon applies under U.S.S.G. § 2D1.1(b)(1). Under Count Three, a four-level enhancement for possession of the firearm in connection with another felony offense applies under U.S.S.G. § 2K2.1(b)(6)(B). Under all counts, a two-level enhancement for reckless endangerment during flight applies under U.S.S.G. § 3C1.2.

d. The defendant has admitted his guilt and clearly accepted responsibility for his actions, and has assisted authorities in the investigation or prosecution of his own

misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, he is entitled to a three-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendant (1) fails to abide by all of the terms and conditions of this plea agreement and his pretrial release; or (2) attempts to withdraw his guilty plea, violates the law, or otherwise engages in conduct inconsistent with his acceptance of responsibility;

e. There is no agreement between the parties regarding the defendant's criminal history category. The parties agree that the Court will determine his applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

f. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in Paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;

g. The United States agrees not to seek an upward departure from the Guidelines or a sentence outside the Guidelines range, while the defendant may request a below guidelines sentence. This agreement by the parties is not binding upon the Court or the United States Probation Office and the Court may impose any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not "unreasonable";

h. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment), and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay;

i. The defendant understands and agrees that the factual admissions contained in Paragraph 3 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed-upon Guidelines calculations contained in this agreement.



**11. Effect of Non-Agreement on Guidelines Applications.** The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 10, and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

**12. Change in Guidelines Prior to Sentencing.** The defendant agrees that if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

**13. Government's Reservation of Rights.** The defendant understands that the United States expressly reserves the right in this case to:

- a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;
- b. comment on the evidence supporting the charge in the Indictment;
- c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentences imposed and that the United States remains free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States; and
- d. oppose any post-conviction motions for reduction of sentence, or other relief.

**14. Waiver of Constitutional Rights.** The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;

- b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;
- c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;
- d. the right to confront and cross-examine the witnesses who testify against him;
- e. the right to compel or subpoena witnesses to appear on his behalf; and
- f. the right to remain silent at trial, in which case his silence may not be used against him.

The defendant understands that by pleading guilty, he waives or gives up those rights and that there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. The defendant also understands he has pleaded guilty to a felony offense and, as a result, will lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

**15. Waiver of Appellate and Post-Conviction Rights.**

- a. The defendant acknowledges, understands and agrees that by pleading guilty pursuant to this plea agreement he waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement, except on grounds of (1) ineffective assistance of counsel; or (2) prosecutorial misconduct.
- b. The defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except claims of (1) ineffective assistance of counsel; (2) prosecutorial misconduct; or (3) an illegal sentence. An “illegal sentence” includes a sentence imposed in excess of the statutory maximum, but does *not* include less serious sentencing errors, such as a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government’s appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

**16. Financial Obligations.** By entering into this plea agreement, the defendant represents that

he understands and agrees to the following financial obligations:

a. The Court may order restitution to the victims of the offense to which the defendant is pleading guilty. The defendant agrees that the Court may order restitution in connection with the conduct charged in any counts of the indictment which are to be dismissed and all other uncharged related criminal activity.

b. The United States may use the Federal Debt Collection Procedures Act and any other remedies provided by law to enforce any restitution order that may be entered as part of the sentence in this case and to collect any fine.

c. The defendant will fully and truthfully disclose all assets and property in which he has any interest, or over which the defendant exercises control directly or indirectly, including assets and property held by a spouse, nominee or other third party. The defendant's disclosure obligations are ongoing, and are in force from the execution of this agreement until the defendant has satisfied the restitution order in full.

d. Within 10 days of the execution of this plea agreement, at the request of the USAO, the defendant agrees to execute and submit (1) a Tax Information Authorization form; (2) an Authorization to Release Information; (3) a completed financial disclosure statement; and (4) copies of financial information that the defendant submits to the U.S. Probation Office. The defendant understands that compliance with these requests will be taken into account when the United States makes a recommendation to the Court regarding the defendant's acceptance of responsibility.

e. At the request of the USAO, the defendant agrees to undergo any polygraph examination the United States might choose to administer concerning the identification and recovery of substitute assets and restitution.

f. The defendant hereby authorizes the USAO to obtain a credit report pertaining to him to assist the USAO in evaluating the defendant's ability to satisfy any financial obligations imposed as part of the sentence.

g. The defendant understands that a Special Assessment will be imposed as part of the sentence in this case. The defendant promises to pay the Special Assessment of \$300 by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. The defendant agrees to provide the Clerk's receipt as evidence of his fulfillment of this obligation at the time of sentencing.

h. The defendant certifies that he has made no transfer of assets or property for the purpose of (1) evading financial obligations created by this Agreement; (2) evading obligations that may be imposed by the Court; nor (3) hindering efforts of the USAO to enforce such financial obligations. Moreover, the defendant promises that he will make

no such transfers in the future.

i. In the event the United States learns of any misrepresentation in the financial disclosure statement, or of any asset in which the defendant had an interest at the time of this plea agreement that is not disclosed in the financial disclosure statement, and in the event such misrepresentation or nondisclosure changes the estimated net worth of the defendant by ten thousand dollars (\$10,000.00) or more, the United States may at its option: (1) choose to be relieved of its obligations under this plea agreement; or (2) let the plea agreement stand, collect the full forfeiture, restitution, and fines imposed by any criminal or civil judgment, and also collect 100% (one hundred percent) of the value of any previously undisclosed assets. The defendant agrees not to contest any collection of such assets. In the event the United States opts to be relieved of its obligations under this plea agreement, the defendant's previously entered pleas of guilty shall remain in effect and cannot be withdrawn.

**17. Waiver of FOIA Request.** The defendant waives all of his rights, whether asserted directly or by a representative, to request or receive, or to authorize any third party to request or receive, from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

**18. Waiver of Claim for Attorney's Fees.** The defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

**19. Defendant's Breach of Plea Agreement.** If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw his plea of guilty.

The defendant also understands and agrees that in the event he violates this plea agreement, all

statements made by him to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by him before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this plea agreement.

**20. Defendant's Representations.** The defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. The defendant acknowledges that he is satisfied with the assistance of counsel, and that counsel has fully advised him of his rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, his attorneys or any other party to induce him to enter his plea of guilty.

**21. Immigration Consequences.** The defendant understands that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offenses to which defendant is pleading guilty. Indeed, because defendant is pleading guilty to distribution of methamphetamine and being an alien in possession of a firearm, removal is presumptively mandatory. Removal and other immigration consequences are the subject of a separate proceeding, however, and defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of his conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his guilty plea may entail, even if the consequence is his automatic removal from the United States. Further, the defendant understands that he is bound by

his guilty plea regardless of any immigration consequences of the plea and regardless of any advice the defendant has received from his counsel or others regarding those consequences. Accordingly, the defendant waives any and all challenges to his guilty plea and to his sentence based on those consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or collateral attack of any kind challenging his guilty plea, conviction or sentence, based on the immigration consequences of his guilty plea, conviction and sentence.

**22. No Undisclosed Terms.** The United States and defendant acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

**23. Standard of Interpretation.** The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

Tammy Dickinson  
United States Attorney

Dated: 2/4/2015

/s/ Justin G. Davids  
Justin G. Davids  
Assistant United States Attorney  
Narcotics & Violent Crimes Unit

I have consulted with my attorney and fully understand all of my rights with respect to the offense charged in the Indictment. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it.

Dated: 2/4/2015

/s/ Luis Alberto Vasquez-Pena  
Luis Alberto Vasquez-Pena  
Defendant

I am defendant Luis Alberto Vasquez-Pena's attorney. I have fully explained to him his rights with respect to the offenses charged in the Indictment. Further, I have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with him. To my knowledge, Luis Alberto Vasquez-Pena's decision to enter into this plea agreement is an informed and voluntary one.

Dated: 2/5/2015

/s/ Lisa Nouri  
Lisa Nouri  
Attorney for Defendant Luis Alberto Vasquez-Pena

JGD