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Apr 26, 2022

ANGELA E. NOBLE
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 22-20169-CR-MARTINEZ/BECERRA

18 U.S.C. § 1956(h)
18 U.S.C. § 982

UNITED STATES OF AMERICA

vs.

ACISCLO VALLADARES URRUELA,

Defendant.
_______________________________/

INFORMATION

The United States Attorney charges that:

Beginning in or around January 2014, and continuing until in or around December 2018, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ACISCLO VALLADARES URRUELA,

did knowingly and willfully combine, conspire, confederate and agree with other persons known and unknown to the United States Attorney, to commit offenses defined in Title 18, United States Code, Sections 1956 and 1957, that is:

(a) To knowingly conduct financial transactions affecting interstate and foreign commerce, which transactions involved the proceeds of specified unlawful activity, knowing the funds involved in the transactions represented the proceeds of some form of unlawful activity, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location source, ownership and control of the proceeds of the specified unlawful activity, in violation of Title 18, United States Code, Section1956(a)(1)(B)(i); and

(b) To knowingly engage in a monetary transaction by, through and to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than $10,000, such property having been derived from specified unlawful activity, in violation of Title 18, United States Code, Section1957.

It is further alleged that the specified unlawful activity is an offense against a foreign nation involving bribery of a public official, or the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official.

All in violation of Title 18, United States Code, Section 1956(h).

FORFEITURE ALLEGATIONS

1. The allegations of this Information are re-alleged and incorporated herein for the purpose of alleging criminal forfeiture to the United States of America of certain property in which the defendant, **ACISCLO VALLADARES URRUELA,** has an interest.

2. Upon conviction of a violation of the offense charged this Information, the defendant shall forfeit to the United States any property, real or personal, involved in such offense, or any property traceable to such property, pursuant to Title 18, United States Code, Section 982(a)(1).

All pursuant to Title 18, United States Code, Section 982(a)(1) and the procedures set forth in Title 21, United States Code, Section 853.

For:

JUAN ANTONIO GONZALEZ
~~ACTING~~ UNITED STATES ATTORNEY

WALTER M. NORKIN
ASSISTANT UNITED STATES ATTORNEY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 22-CR-20169-JEM

UNITED STATES OF AMERICA

vs.

ACISCLO VALLADARES URRUELA,

Defendant.
_______________________________________/

STIPULATED FACTUAL PROFFER IN SUPPORT OF PLEA

If this matter were to proceed to trial, the Government would prove the following facts beyond a reasonable doubt. The Parties agree that these facts, which do not include all facts known to the Government and the Defendant, **ACISCLO VALLADARES URRUELA**, are sufficient to prove the guilt of the Defendant of the above-referenced Information:

Co-conspirator testimony and corroborating evidence would show that the Defendant was employed as a corporate officer of a company operating in Guatemala (hereinafter "Company A"). During the time period of the Information, senior executives of Company A directed the Defendant, in his capacity as corporate officer, to obtain cash to be used for the benefit of Company A. To carry out the executives' instructions, the Defendant agreed with others to engage in a series of transactions that benefited Company A and that involved both Guatemalan and U.S. financial institutions.

These transactions involved money the Defendant knew or should have known to be the proceeds of some kind of unlawful activity. If this matter proceeded to trial, the Government would prove that at least some of the money in fact was derived from, among other things, an offense against a foreign nation, specifically Guatemala, involving bribery of a public official, or the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official. Among the transactions undertaken during this scheme, in or about December 2017, the Defendant wired or caused to be wired to entities in the U.S. approximately $350,000.00. Taking into account the Defendant's salary and earnings as a corporate officer within the time period of the Information, the Defendant personally earned and was personally responsible for engaging in unlawful monetary transactions of at least $140,000.00 as a part of the offense to which he is pleading guilty.

JUAN ANTONIO GONZALEZ
UNITED STATES ATTORNEY

Date: 7-19-2022 By: Frank H. Tamen for
WALTER M. NORKIN
ASSISTANT U.S. ATTORNEY

Date: 7/19/2022 By: ____________
DANIEL GELBER, ESQ.
GERALD GREENBERG, ESQ.
BARBARA R. LLANES, ESQ.
ATTORNEYS FOR DEFENDANT

Date: 7/19/2022 By: ____________
ACISCLO VALLADARES URRUELA
DEFENDANT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 22-CR-20169-JEM

UNITED STATES OF AMERICA

vs.

ACISCLO VALLADARES URRUELA,

Defendant.
_____________________________________/

PLEA AGREEMENT

The United States Attorney's Office for the Southern District of Florida ("this Office") and ACISCLO VALLADARES URRUELA (hereinafter referred to as the "defendant") enter into the following agreement:

1. The defendant agrees to plead guilty to Count 1, Subpart (b) of the Information, which count charges that from on or about January 2014, to in or about December 2018, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant did knowingly and willfully conspire to engage in a monetary transaction in foreign commerce through a financial institution, in criminally derived property of a value greater than $10,000, which was derived from specified unlawful activity, that is, is an offense against a foreign nation involving bribery of a public official, or the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official, in violation of Title 18, United States Code, Section 1957, all in violation of Title 18, United States Code, Section 1956(h).

2. The defendant is aware that the sentence will be imposed by the Court after considering the advisory Federal Sentencing Guidelines and Policy Statements (hereinafter "Sentencing Guidelines"). The defendant acknowledges and understands that the Court will compute an

advisory sentence under the Sentencing Guidelines and that the applicable guidelines will be determined by the Court relying in part on the results of a pre-sentence investigation by the Court's probation office, which investigation will commence after the guilty plea has been entered. The defendant is also aware that, under certain circumstances, the Court may depart from the advisory Sentencing Guidelines range that it has computed, and may raise or lower that advisory sentence under the Sentencing Guidelines. The defendant is further aware and understands that the Court is required to consider the advisory guideline range determined under the Sentencing Guidelines, but is not bound to impose a sentence within that advisory range; the Court is permitted to tailor the ultimate sentence in light of other statutory concerns, and such sentence may be either more severe or less severe than the Sentencing Guidelines' advisory range. Knowing these facts, the defendant understands and acknowledges that the Court has the authority to impose any sentence within and up to the statutory maximum authorized by law for the offenses identified in paragraph 1 and that the defendant may not withdraw the plea solely as a result of the sentence imposed.

3. The defendant also understands and acknowledges that the Court may impose a statutory maximum term of imprisonment of up to 10 years, followed by a term of supervised release of up to five years. In addition to a term of imprisonment and supervised release, the Court may impose a fine of up to $500,000 or twice the value of the property involved in the transaction, whichever greater.

4. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraph 3 of this agreement, a special assessment in the amount of $100 will be imposed on the defendant. The defendant agrees that any special assessment imposed shall be paid at the time of sentencing. If the defendant is financially unable to pay the special assessment,

the defendant agrees to present evidence to this Office and the Court at the time of sentencing as to the reasons for the defendant's failure to pay.

5. This Office reserves the right to inform the Court and the probation office of all facts pertinent to the sentencing process, including all relevant information concerning the offenses committed, whether charged or not, as well as concerning the defendant and the defendant's background. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this agreement, this Office further reserves the right to make any recommendation as to the quality and quantity of punishment.

6. This Office agrees that it will recommend at sentencing that the Court reduce by two levels the Sentencing Guidelines level applicable to the defendant's offense, pursuant to Section 3E1.1(a) of the Sentencing Guidelines, based upon the defendant's recognition and affirmative and timely acceptance of personal responsibility. If at the time of sentencing the defendant's offense level is determined to be 16 or greater, this Office will file a motion requesting an additional one level decrease pursuant to Section 3E1.1(b) of the Sentencing Guidelines, stating that the defendant has assisted authorities in the investigation or prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's 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. This Office further agrees to recommend that the defendant be sentenced at the low end of the Guideline range, as that range is determined by the Court. This Office, however, will not be required to make this motion and these recommendations if the defendant: (1) fails or refuses to make a full, accurate and complete disclosure to the probation office of the circumstances surrounding the relevant offense conduct; (2) is found to have misrepresented facts to the government prior to entering into this plea agreement; or (3) commits any misconduct after entering into this plea agreement, including but not limited to committing a state or federal offense, violating any term of release, or making false statements or

misrepresentations to any governmental entity or official.

7. The defendant agrees that he shall cooperate fully with this Office by: (a) providing truthful and complete information and testimony, and producing documents, records and other evidence, when called upon by this Office, whether in interviews, before a grand jury, or at any trial or other Court proceeding; (b) appearing at such grand jury proceedings, hearings, trials, and other judicial proceedings, and at meetings, as may be required by this Office; and (c) if requested by this Office, working in an undercover role under the supervision of, and in compliance with, law enforcement officers and agents. In addition, the defendant agrees that he will not protect any person or entity through false information or omission, that he will not falsely implicate any person or entity, and that he that he will not commit any further crimes.

8. This Office reserves the right to evaluate the nature and extent of the defendant's cooperation and to make that cooperation, or lack thereof, known to the Court at the time of sentencing. If in the sole and unreviewable judgment of this Office the defendant's cooperation is of such quality and significance to the investigation or prosecution of other criminal matters as to warrant the Court's downward departure from the advisory sentencing range calculated under the Sentencing Guidelines and/or any applicable minimum mandatory sentence, this Office may make a motion prior to sentencing pursuant to Section 5K1.1 of the Sentencing Guidelines and/or Title 18, United States Code, Section 3553(e), or subsequent to sentencing pursuant to Rule 35 of the Federal Rules of Criminal Procedure, informing the Court that the defendant has provided substantial assistance and recommending that the defendant's sentence be reduced. The defendant understands and agrees, however, that nothing in this agreement requires this Office to file any such motions, and that this Office's assessment of the quality and significance of the defendant's cooperation shall be binding as it relates to the appropriateness of this Office's filing or non-filing of a motion to reduce sentence.

9. The defendant understands and acknowledges that the Court is under no obligation to

grant a motion for reduction of sentence filed by this Office. In addition, the defendant further understands and acknowledges that the Court is under no obligation of any type to reduce the defendant's sentence because of the defendant's cooperation.

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

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

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

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

(d) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(e) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case.

(f) This Office may decide not to support or will withdraw any request for S Visa Classification or proposal for any other immigration benefit for the defendant.

11. This Office and the defendant agree that, although not binding on the probation office or the Court, they will jointly recommend that the Court make the following findings and conclusions as to the calculation of the Sentencing Guidelines:

Base Offense Level, Section 2S1.1(a)(2)	+ 8
Plus Loss Amount Over $3,500,000, Section 2B1.1 table	+ 18
Plus § 1957 Conviction, Section 2S1.1(b)(2)(A)	+ 1

This Office and the defendant agree that no additional enhancements apply. The above calculation results in an adjusted offense level of 24, after acceptance of responsibility per paragraph 6 of this agreement, and corresponds to a sentencing range of 51 to 63 months, assuming the defendant falls within Criminal History Category I.

12. The defendant is aware that the sentence has not yet been determined by the Court. The defendant also is aware that any estimate of the probable sentencing range or sentence that the defendant may receive, whether that estimate comes from the defendant's attorney, this Office, or the probation office, is a prediction, not a promise, and is not binding on this Office, the probation office

or the Court. The defendant understands further that any recommendation that this Office makes to the Court as to sentencing, whether pursuant to this agreement or otherwise, is not binding on the Court and the Court may disregard the recommendation in its entirety. The defendant understands and acknowledges, as previously acknowledged in paragraph 2 above, that the defendant may not withdraw his plea based upon the Court's decision not to accept a sentencing recommendation made by the defendant, this Office, or a recommendation made jointly by the defendant and this Office.

13. The defendant knowingly and voluntarily agrees to the entry of a forfeiture money judgment against him in the amount of \$140,000.00 (hereinafter, the "Forfeiture Money Judgment"), which he agrees is a sum of money equal in value to property constituting, or derived from, proceeds obtained by the defendant as the result of the violations to which he agree to plead guilty herein, and the property used, or intended to be used, in any manner or part, to commit, or to facilitate the commission of such violations.

14. The defendant knowingly and voluntarily agrees to waive his right to a hearing, pursuant to Fed. R. Crim. P. 32.2(b)(1)(A), to determine the amount of the Forfeiture Money Judgment. Furthermore, the defendant knowingly and voluntarily agrees that he shall not, in any manner, act in opposition to the United States in seeking entry and full satisfaction of the Forfeiture Money Judgment.

15. The defendant knowingly and voluntarily agrees to waive the following rights with respect to the forfeiture the entry of the Forfeiture Money Judgment against him:

(a) All constitutional, legal, and equitable defenses to such forfeiture;

(b) Any constitutional or statutory double jeopardy defense or claim regarding such forfeiture;

(c) Any claim or defense to such forfeiture brought or raised under the Eighth Amendment to the United States Constitution, including, but not limited to, any claim or defense of excessive fine; and

(d) Any right he may have to an appeal of any resulting order of forfeiture regarding the Forfeiture Money Judgment.

16. The defendant also agrees to assist this Office in all proceedings, administrative or judicial, involving forfeiture to the United States of any property, including substitute property, regardless of its nature or form, real or personal, which the defendant or others known to the defendant, have accumulated as a result of illegal activities. The assistance shall include: identification of any property subject to forfeiture, agreement to the entry of an order enjoining the transfer or encumbrance of such property, and the transfer of such property to the United States by delivery to this Office upon this Office=s request, any necessary and appropriate documentation, including consents to forfeiture and quit claim deeds, to deliver good and marketable title to such property.

17. The defendant is aware that Title 18, United States Code, Section 3742 and Title 28, United States Code, Section 1291 afford the defendant the right to appeal the sentence imposed in this case. Acknowledging this, in exchange for the undertakings made by the United States in this plea agreement, the defendant hereby waives all rights conferred by Sections 3742 and 1291 to appeal any sentence imposed, including any restitution order, or to appeal the manner in which the sentence was imposed, unless the sentence exceeds the maximum permitted by statute or is the result of an upward departure and/or an upward variance from the advisory guideline range that the Court establishes at sentencing. This appellate waiver also includes waiving the right to argue on appeal that the statutes to which the defendant is pleading guilty are unconstitutional and/or that the admitted conduct does not fall within the scope of the statutes. The defendant further understands that nothing in this agreement shall affect the government's right and/or duty to appeal as set forth in Title 18, United States Code, Section 3742(b) and Title 28, United States Code,

Section 1291. However, if the United States appeals the defendant's sentence pursuant to Sections 3742(b) and 1291, the defendant shall be released from the above waiver of appellate rights. By signing this agreement, the defendant acknowledges that the defendant has discussed the appeal waiver set forth in this agreement with the defendant's attorney.

18. The defendant recognizes that pleading guilty may have consequences with respect to the defendant's immigration status if the defendant is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense to which the defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and defendant understands that no one, including the defendant's attorney or the Court, can predict to a certainty the effect of the defendant's conviction on the defendant's immigration status. Defendant nevertheless affirms that the defendant wants to plead guilty regardless of any immigration consequences that the defendant's plea may entail, even if the consequence is the defendant's automatic removal from the United States.

19. If the defendant requests, and in the Office's sole and unreviewable judgment the defendant's deportation to Guatemala at the conclusion of his sentence in connection with this case would pose a significant threat to the defendant's safety, and the Office determines S visa relief is warranted, the Office will recommend to the Department of Justice that the defendant and, if appropriate, other individuals, be issued an S Visa Classification, it being understood that the Office has authority only to recommend, and that the decision to certify the recommendation rests with the Department of Justice, and further that the final decision whether to grant such relief rests with the Department of Homeland Security. The defendant understands that notwithstanding the Office's recommendation that the defendant be issued an S Visa Classification, pleading guilty

could result in the defendant's removal. In accordance with paragraph 18, the defendant nevertheless affirms that the defendant wants to plead guilty regardless of any immigration consequences that the defendant's plea may entail, even if the consequence is the defendant's automatic removal from the United States.

20. This is the entire agreement and understanding between this Office and the defendant and supersedes any other agreements, understandings, promises, representations, or understandings made in the past, including any Kastigar agreement.

JUAN ANTONIO GONZALEZ
UNITED STATES ATTORNEY

Date: 7-19-2022 By: ______________________
for WALTER M. NORKIN
ASSISTANT U.S. ATTORNEY

Date: 7/19/22 By: ______________________
DANIEL GELBER, ESQ.
GERALD GREENBERG, ESQ.
BARBARA R. LLANES, ESQ.
ATTORNEYS FOR DEFENDANT

Date: 7/19/22 By: ______________________
ACISCLO VALLADARES URRUELA
DEFENDANT

Palabras de papel

Filantropía transnacional

Eduardo Villatoro
eduardo@villatoro.com

Durante mi ya larga, introvertida y vivaracha existencia, pocas veces había leído revelaciones que me partieran el alma como cuando leí declaraciones que se atribuyeron a altos personeros de Comunicaciones Celulares, respecto al escándalo de los cheques librados por esa empresa a favor de un alto funcionario del gobierno eferregista y de allegados al ex presidente Alfonso Portillo.

Como ustedes seguramente están enterados, hace un par de semanas salió a luz pública otro escándalo alrededor del ex gobernante zacapaneco, puesto que se presume que los cheques emitidos a nombre de quien fuera su secretario privado, el imperturbable Julio Girón, fueron a parar a los bolsillos del ex mandatario o se quedaron en cuentas de su hombre de confianza, si nos atenemos a la experimentada opinión del diputado Arístides Crespo, secretario general adjunto del FRG, quien rechazó la lejana posibilidad de que los millones de quetzales egresados de los fondos de COMCEL hubiesen servido para financiar la campaña electoral de ese partido, hace ya más de cuatro años.

Pero esa no es la versión del señor Ricardo González, gerente general de COMCEL, quien ante las evidencias documentales publicadas por los diarios impresos y los señalamientos del Ministerio Público, admitió que efectivamente la empresa que representa erogó millonarias cantidades para *"apoyar la campaña"* del FRG. Sin embargo, me conmovió su franqueza al asegurar que ese financiamiento *"no significa que COMCEL recibiera algún favor"*, a manera de trueque.

Imagínese usted cuánta nobleza. Prácticamente regalar alrededor de Q 26 millones, sin esperar nada a cambio, dice mucho del altruismo de una empresa que cualquiera pensaría que su principal objetivo es el lucro; pero resulta que no, que ciertamente persigue obtener ganancias, pero las comparte, y qué mejor forma de hacerlo con funcionarios y amigos del enmudecido Portillo.

El hecho de que COMCEL se haya beneficiado con la decisión del gobierno eferregista de reducir a un millón de quetzales el pago de Q 42 millones anuales al Estado, por el uso de la banda "B", no significa, de ninguna manera, que la empresa estuviera recibiendo favores como resultado de su altruismo, y sin el ánimo de ganar influencias, como podrían elucubrar algunos mal pensados, pese a que el primero de los cheques fue emitido antes de la primera ronda de las elecciones presidenciales de 1999, y otros cuatro cheques más cuando el FRG ya había ganado esa inicial vuelta.

Posteriormente, el vicepresidente ejecutivo de Millicom International Cellular, casa matriz de COMCEL, señor David Kimche, quien se dejó venir a Guatemala como canchinflín navideño cuando afloró la escandalosa noticia, al ser entrevistado por Prensa Libre aseveró que el apoyo financiero a la campaña electoral del añorado Alfonso Portillo obedeció a que el gobierno del PAN, que entonces respaldaba la candidatura del actual presidente Óscar Berger, había promulgado una ley que era

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Filantropía transnacional

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injusta con COMCEL. Tamaña ingratitud contra tan pródiga transnacional es casi inconcebible.

Por su lado, el vicepresidente para Centroamérica de Millicom, señor Mario Zanotti, dando muestra de una sinceridad rayana en el sacrificio personal, aseguró que no hubo ninguna ilegalidad en la emisión de los cheques, en vista de que *"como cualquier empresa en cualquier lugar del mundo"* COMCEL tenía la libertad de financiar al candidato de su preferencia. Pero, eso sí, advirtió tajantemente, para que no quedara ninguna duda de la magnanimidad de esa empresa, *"no hemos financiado a ningún partido; dimos dinero a una campaña electoral"*.

Tan claro y contundente razonamiento aristotélico es fácil de sostener y comprender, puesto que lo que COMCEL hizo fue financiar la campaña electoral del entonces candidato Portillo, y el hecho de que este amado ex mandatario hubiera sido postulado por el FRG, que es un partido político, a menos que alguien demuestre lo contrario, es pura y extraordinaria coincidencia.

El señor Kimche, para ser más claro, reveló que recibió una llamada desde Suecia, la sede principal de Millicom, para preguntarle si dicha empresa estaba haciendo *"negocios sucios"* en Guatemala, a lo que el susodicho vicepresidente ejecutivo de la transnacional respondió con un categórico ¡no! Sólo gente malvada podría imaginar tan perversa intención.

De todo esto resulta que la caritativa empresa transnacional tiene todo el derecho del mundo de meter sus narices financieras en la actividad política y electoral de Guatemala, por pura filantropía, y de emitir cheques a funcionarios y allegados a Portillo, sin que tal dádiva implique compromisos de alguna naturaleza, menos lograr privilegios del Estado de Guatemala.

Total, no hay nada ilegal en el financiamiento a la campaña electoral de Portillo, de lo que se deduce que los periodistas y fiscales del MP sólo están haciendo una tormenta en un vaso de agua.

Hasta agradecidos deberíamos estar los guatemaltecos por contar con el apoyo de transnacionales que vienen a ayudar a resolver nuestros asuntos políticos e inyectarle liquidez a las campañas electorales, sin asomo de que tanto derroche implique el menor indicio de corrupción.

(Un ex funcionario eferregista, usuario de COMCEL, primo de Romualdo e íntimo de Portillo, al llegar a cierto banco con cinco cajas de preservativos le dijo al cajero: Vengo a que me condonen mi deuda).

Source: *Millicom International Cellular S.A.*

November 10, 2025 17:05 ET

Comunicaciones Celulares S.A. Resolves DOJ Investigation Related to Historical Conduct

Comunicaciones Celulares S.A. Resolves DOJ Investigation Related to Historical Conduct

Luxembourg, November 10, 2025 – Millicom International Cellular S.A. ("Millicom") today announced that its subsidiary, Comunicaciones Celulares S.A. ("Comcel"), has reached an agreement with the U.S. Department of Justice ("DOJ") to resolve an investigation concerning historical improper payments made to Guatemalan government officials. At the time of the conduct, Comcel operated as a joint venture over which Millicom lacked operational control.

Millicom welcomes today's agreement, which resolves all issues associated with DOJ's investigation, first disclosed by Millicom in May 2022. Millicom and its operations are committed to operating with the highest ethical standards.

Millicom's 2015 voluntary self-disclosure, cooperation, and remediation

Millicom first voluntarily self-reported alleged improper payments involving Comcel to DOJ and Swedish authorities in 2015. Millicom fully cooperated with the authorities and, as previously announced, both DOJ (in 2018) and the Swedish Prosecution Authority (in 2016) closed their investigations without action.

In the wake of that voluntary self-disclosure, Millicom invested heavily in building out and strengthening its global corporate compliance program, which it launched in Guatemala promptly upon acquiring full ownership of the Comcel operation from its local shareholder in November 2021.

DOJ's reopened investigation

Even after the voluntary self-disclosure, and until the 2021 acquisition, Millicom continued to lack operational control over and visibility into the actions of Comcel. As previously disclosed, Millicom received a subpoena in April 2022.

As reflected in today's agreement, Millicom and Comcel cooperated fully and extensively with DOJ's investigation and provided to DOJ information and access in a way that was not possible in 2015, when Millicom lacked operational control of Comcel. The company also took major remediation steps, including exiting the general manager and other personnel at Comcel who were involved in misconduct.

Resolution with DOJ

The investigation is being resolved through a deferred prosecution agreement (DPA) between Comcel and DOJ. In recognition of the 2015 self-report and Comcel's and Millicom's extensive cooperation and remediation efforts, as well as the strength of Millicom's global compliance program, the agreement will remain in place for two years, rather than a standard three-year term, and DOJ will not require a corporate monitor.

Under the terms of the agreement, Comcel will pay a $60 million fine and forfeit $58.2 million in approximate benefits derived from the improper payments. The fine amount represents a 50 percent discount off the bottom end of the applicable penalty range under the U.S. Sentencing Guidelines – the highest penalty discount available under applicable DOJ policy and more than has ever been granted to a company in an FCPA-related agreement of this kind – again reflecting Millicom's extensive cooperation and remediation efforts. Millicom will also report to DOJ regarding its compliance program during the term of the DPA.

As this resolution reflects, for the past decade Millicom has consistently acted as a responsible and transparent company. "Although this misconduct occurred when we lacked operational control of Comcel, Millicom has consistently taken all possible actions to remediate and correct it," said Salvador Escalon, Chief Legal and Compliance Officer at Millicom. "As soon as we gained control of Comcel, we were finally able to build a stronger, more transparent operation, just as we have been doing for many years in our other markets. Today, Comcel operates under our very high Millicom global standards."

Millicom looks forward to continuing its focus on connecting people, driving digital inclusion, and contributing positively to the development of the markets in which it operates.

-END-

For further information, please contact

Press:	**Investors:**
Sofía Corral, Director Corporate Communications press@millicom.com	Luca Pfeifer, VP for Investor Relations investors@millicom.com

About Millicom

Millicom (NASDAQ: TIGO) is a leading provider of fixed and mobile telecommunications services in Latin America. Through its TIGO® and Tigo Business® brands, the company provides a wide range of digital services and products, including TIGO Money for mobile financial services, TIGO Sports for local entertainment, TIGO ONEtv for pay TV, highspeed data, voice, and business-to-business solutions such as cloud and security. As of September 30, 2025, Millicom, including its Honduras Joint Venture, employed approximately 14,000