U.S. Department of Justice

United States Attorney
District of New Jersey

BDB/PL AGR
2024R00501

970 Broad Street, Suite 700
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March 21, 2025

RECEIVED
JUN 24 2025
ROBERT KIRSCH
U.S. DISTRICT JUDGE

VIA E-MAIL
John Russo, Esq.
J.L. Russo, P.C.
3119 Newtown Ave, Suite 500
Astoria, NY 11102
johnlawny@msn.com
jlrussopc@gmail.com

Re: Plea Agreement with Damaris Valerio (25-CR-414)

Dear Mr. Russo:

This letter sets forth the plea agreement between your client, Damaris Valerio, a/k/a Damaris Tineo Abreu ("VALERIO"), and the United States Attorney for the District of New Jersey ("this Office"). This offer will expire on April 4, 2025, if it is not accepted in writing by that date. If VALERIO does not accept this plea agreement, her sentencing exposure could increase beyond what is discussed in this plea agreement as a result of this Office's investigation.

Charge

Conditioned on the understandings specified below, the Government will accept a guilty plea from VALERIO to a two-count Information, which charges her in Count One with wire fraud in violation of 18 U.S.C. § 1343, and in Count Two with money laundering in violation of 18 U.S.C. § 1957. If VALERIO enters a guilty plea and is sentenced on these charges, and otherwise fully complies with all of the terms of this agreement, the Government will not initiate any further criminal charges against VALERIO for from in or around March 2020 to in or around December 2021, fraudulently obtaining government stimulus loans and other benefits meant for those negatively affected by the COVID-19.

But if a guilty plea in this matter is not entered for any reason or a guilty plea or judgment of conviction entered in accordance with this agreement does not remain in full force and effect, this Office may reinstate any dismissed charges and initiate any other charges against VALERIO even if the applicable statute of limitations period for those charges expires after VALERIO signs this agreement, and VALERIO agrees not to assert that any such charges are time-barred.

Sentencing

The violation of 18 U.S.C. § 1343 to which VALERIO agrees to plead guilty in Count One of the Information carries a statutory maximum prison sentence of 20 years. The violation of 18 U.S.C. § 1957 to which VALERIO agrees to plead guilty in Count Two of the Information carries a statutory maximum prison sentence of 10 years. Counts One and Two both carry a statutory maximum fine equal to the greatest of (1) $250,000, or (2) twice the gross amount of any pecuniary gain that any persons derived from the offense, or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense.

The sentences on Counts One and Two may run consecutively. Fines imposed by the sentencing judge may be subject to the payment of interest.

The sentence to be imposed upon VALERIO is within the sole discretion of the sentencing judge, subject to the provisions of the Sentencing Reform Act, 18 U.S.C. §§ 3551-3742, and the sentencing judge's consideration of the United States Sentencing Guidelines. The United States Sentencing Guidelines are advisory, not mandatory. The sentencing judge may impose any reasonable sentence up to and including the statutory maximum term of imprisonment and the maximum statutory fine. This Office cannot and does not make any representation or promise as to what guideline range may be found by the sentencing judge, or as to what sentence VALERIO ultimately will receive.

Further, in addition to imposing any other penalty on VALERIO, the sentencing judge as part of the sentence:

(1) will order VALERIO to pay an assessment of $100 per count ($200 here) pursuant to 18 U.S.C. § 3013, which assessment must be paid by the date of sentencing;

(2) must order VALERIO to pay restitution pursuant to 18 U.S.C. § 3663, et seq.;

(3) must order forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461; and

(4) pursuant to 18 U.S.C. § 3583, may require VALERIO to serve a term of supervised release of not more than three years per count, which will begin at the expiration of any term of imprisonment imposed. Should VALERIO be placed on a term of supervised release and subsequently violate any of the conditions of supervised release before the expiration of its term, VALERIO

may be sentenced to not more than two years' imprisonment per count in addition to any prison term previously imposed, regardless of the statutory maximum term of imprisonment set forth above and without credit for time previously served on post-release supervision, and may be sentenced to an additional term of supervised release.

Restitution

Pursuant to the Mandatory Victim Restitution Act, 18 U.S.C. § 3663A, VALERIO agrees to pay full restitution to the victims of the offense of conviction or from the scheme, conspiracy, or pattern of criminal activity underlying that offense in an amount that fully compensates the victims for the losses sustained as a result of those offenses as follows:

Victims	Amount
SBA – PPP Loan #241087301	$122,292 (plus fees and interest to be determined at the time of sentencing)
SBA – EIDL Loan #9213787805	$10,000
New Jersey Department of Labor	$61,920

Forfeiture

As part of her acceptance of responsibility, (1) pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), VALERIO agrees to forfeit to the United States all of her right, title, and interest in any property, real or personal, which constitutes or is derived from proceeds VALERIO obtained that are traceable to the offense charged in the Information. VALERIO further agrees that the aggregate value of such property was $194,212; that one or more of the conditions set forth in 21 U.S.C. § 853(p) exists; and that the United States is therefore entitled to forfeit substitute assets equal to the value of the proceeds obtained by VALERIO (the "Forfeiture Amount"), in an amount not to exceed $194,212 (the "Money Judgment"). VALERIO consents to the entry of an order requiring VALERIO to pay the Forfeiture Amount, in the manner described below (the "Order"), and that the Order will be final as to VALERIO prior to sentencing, pursuant to Rule 32.2(b)(4) of the Federal Rules of Criminal Procedure, and which may be satisfied in whole or in part with substitute assets. VALERIO further agrees that upon entry of the Order, the United States Attorney's Office is authorized to conduct any discovery needed to identify, locate, or dispose of property sufficient to pay the Forfeiture Amount in full or in connection with any petitions filed with regard to proceeds or substitute assets, including depositions, interrogatories, and requests for production of documents, and the issuance of subpoenas.

All payments made in full or partial satisfaction of the Forfeiture Amount shall be made by postal money order, bank, or certified check, made payable in this instance to the United States Marshals Service, indicating VALERIO's name and case number on the face of the check; and shall be delivered by mail to the United States Attorney's Office, District of New Jersey, Attn: Asset Forfeiture and Money Laundering Unit, 970 Broad Street, 7th Floor, Newark, New Jersey 07102.

VALERIO waives the requirements of Rules 32.2 and 43(a) of the Federal Rules of Criminal Procedure regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. VALERIO understands that criminal forfeiture is part of the sentence that may be imposed in this case and waives any failure by the court to advise her of this pursuant to Rule 11(b)(1)(J) of the Federal Rules of Criminal Procedure at the guilty plea proceeding. VALERIO waives any and all constitutional, statutory, and other challenges to the forfeiture on any and all grounds, including that the forfeiture constitutes an excessive fine or punishment under the Eighth Amendment. It is further understood that any forfeiture of VALERIO's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon her in addition to forfeiture.

VALERIO further agrees that not later than the date she enters her plea of guilty she will provide a complete and accurate Financial Disclosure Statement on the form provided by the Government. If VALERIO fails to provide a complete and accurate Financial Disclosure Statement by the date she enters her plea of guilty, or if the Government determines that VALERIO has intentionally failed to disclose assets on her Financial Disclosure Statement, VALERIO agrees that that failure constitutes a material breach of this agreement, and the Government reserves the right, regardless of any agreement or stipulation that might otherwise apply, to oppose any downward adjustment for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1, and to seek leave of the Court to withdraw from this agreement or seek other relief.

Rights of This Office Regarding Sentencing

Except as otherwise provided in this agreement, this Office may take any position with respect to the appropriate sentence to be imposed on VALERIO by the sentencing judge. This Office may also correct any misstatements relating to the sentencing proceedings and provide the sentencing judge and the United States Probation Office all law and information relevant to sentencing, favorable or otherwise. And this Office may inform the sentencing judge and the United States Probation Office of: (1) this agreement; and (2) the full nature and extent of VALERIO's activities and relevant conduct with respect to this case.

Stipulations

This Office and VALERIO will stipulate at sentencing to the statements set forth in the attached Schedule A, which is part of this plea agreement. Both parties understand that the sentencing judge and the United States Probation Office are not bound by those stipulations and may make independent factual findings and may reject any or all of the parties' stipulations. Nor do these stipulations restrict the parties' rights to respond to questions from the Court and to correct misinformation that has been provided to the Court.

This agreement to stipulate on the part of this Office is based on the information and evidence that this Office possesses as of the date of this agreement. Thus, if this Office obtains or receives additional evidence or information prior to sentencing that it believes materially conflicts with a Schedule A stipulation, that stipulation shall no longer bind this Office. A determination that a Schedule A stipulation is not binding shall not release the parties from any other portion of this agreement, including any other Schedule A stipulation.

If the sentencing court rejects a Schedule A stipulation, both parties reserve the right to argue on appeal or at post-sentencing proceedings that the sentencing court did so properly. Finally, to the extent that the parties do not stipulate to a particular fact or legal conclusion in this agreement, each reserves the right to argue how that fact or conclusion should affect the sentence.

Waiver of Appeal and Post-Sentencing Rights

As set forth in Schedule A and the paragraph below, this Office and VALERIO waive certain rights to appeal, collaterally attack, or otherwise challenge the judgment of conviction or sentence.

Immigration Consequences

VALERIO understands that, if VALERIO is not a citizen of the United States, VALERIO's guilty plea to the charged offenses will likely result in VALERIO being subject to immigration proceedings and removed from the United States by making VALERIO deportable, excludable, or inadmissible, or ending VALERIO VALERIO's naturalization. VALERIO understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. VALERIO wants and agrees to plead guilty to the charged offenses regardless of any immigration consequences of this plea, even if this plea will cause VALERIO's removal from the United States. VALERIO understands that VALERIO is bound by this guilty plea regardless of any immigration consequences. Accordingly, VALERIO waives any right to challenge the guilty plea, sentence, or both based on any immigration consequences. VALERIO also agrees not to seek to withdraw this guilty plea, or to file a direct appeal, or any kind of collateral attack challenging the guilty plea, conviction, or sentence, based on any immigration consequences of the guilty plea or sentence.

Other Provisions

This agreement is limited to the United States Attorney's Office for the District of New Jersey and cannot bind other federal, state, or local authorities. If requested to do so, however, this Office will bring this agreement to the attention of other prosecuting offices.

This agreement was reached without regard to any civil or administrative matters that may be pending or commenced in the future against VALERIO. So this agreement does not prohibit the United States, any agency thereof (including the Internal Revenue Service and Immigration and Customs Enforcement) or any third party from initiating or prosecuting any civil or administrative proceeding against her.

No provision of this agreement shall preclude VALERIO from pursuing in an appropriate forum, when permitted by law, a claim that she received constitutionally ineffective assistance of counsel.

No Other Promises

This agreement constitutes the entire plea agreement between VALERIO and this Office and supersedes any previous agreements between them. No additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

Very truly Yours,

JOHN GIORDANO
United States Attorney

By: Benjamin D. Bleiberg
Assistant United States Attorney

APPROVED:

Lauren Repole
Chief, Economic Crimes Unit
U.S. Attorney's Office for the District of New Jersey

I have received this letter from my attorney, John Russo, Esq. I have read it. My attorney and I have reviewed and discussed it and all of its provisions, including those addressing the charge, sentencing, stipulations (including the attached Schedule A), waiver, forfeiture, restitution, and immigration consequences. I understand this letter fully and am satisfied with my counsel's explanations. I hereby accept its terms and conditions and acknowledge that it constitutes the plea agreement between the parties. I understand that no additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties. I want to plead guilty pursuant to this plea agreement.

AGREED AND ACCEPTED:

Damaris Valerio,
a/k/a Damaris Tineo Abreu

Date: 4/30/25

I have reviewed and discussed with my client this plea agreement and all of its provisions, including those addressing the charge, sentencing, stipulations (including the attached Schedule A), waiver, forfeiture, restitution, and immigration consequences. My client understands this plea agreement fully and wants to plead guilty pursuant to it.

John Russo, Esq.
Counsel for Defendant

Date: 4/30/25

Plea Agreement With Damaris Valerio

Schedule A

1. The Government and Damaris Valerio, a/k/a Damaris Tineo Abreu ("VALERIO") recognize that the United States Sentencing Guidelines do not bind the sentencing judge. Each party nevertheless agrees to these stipulations.

2. The version of the Guidelines effective November 1, 2024, applies in this case.

Count 1: Wire Fraud

3. The applicable guideline regarding Count One is U.S.S.G. § 2B1.1(a)(1), which specifies a Base Offense Level of 7.

4. Specific Offense Characteristic U.S.S.G. § 2B1.1(b)(1)(F) applies because VALERIO executed a wire fraud scheme in which the loss amount was more than $150,000 but less than $250,000. This Specific Offense Characteristic results in an increase of 10 levels.

5. The offense level for Count One is 17.

Count 2: Money Laundering

6. The applicable guideline regarding Count Two is U.S.S.G. § 2S1.1(a)(1), which specifies a base offense level of 17, based on the offense level for the underlying wire fraud (Count One).

7. Specific Offense Characteristic U.S.S.G. § 2S1.1(b)(2)(A) applies because the Defendant was convicted under 18 U.S.C. § 1957. This Specific Offense Characteristic results in an increase of 1 level.

8. The offense level for Count Two is 18.

Grouping of Multiple Counts

9. The parties agree that Counts One and Two group pursuant to § 3D1.2(b). Accordingly, pursuant to § 3D1.3, the highest offense level, Level 18, applies to the entire group.

Acceptance of Responsibility

10. As of the date of this letter, VALERIO has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the offense/offenses charged. Therefore, a downward adjustment of 2 levels for acceptance of responsibility is appropriate if VALERIO's acceptance of responsibility continues through the date of sentencing. *See* U.S.S.G. § 3E1.1(a).

11. As of the date of this letter, VALERIO has assisted authorities in the investigation or prosecution of her own misconduct by timely notifying authorities of her intention to enter a plea of guilty, thereby permitting this Office to avoid preparing for trial and permitting this Office and the court to allocate their resources efficiently. At sentencing, this Office will move for a further 1-point reduction in VALERIO's offense level pursuant to U.S.S.G. § 3E1.1(b) if the following conditions are met: (a) VALERIO enters a plea pursuant to this agreement, (b) this Office, in its discretion, determines that VALERIO's acceptance of responsibility has continued through the date of sentencing and VALERIO therefore qualifies for a 2-point reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a), and (c) VALERIO's offense level under the Guidelines prior to the operation of § 3E1.1(a) is 14 or greater.

12. If VALERIO establishes at sentencing that she both has no criminal history points and meets the other criteria in U.S.S.G. § 4C1.1, she will be entitled to a further two-level reduction in her offense level, resulting in a total Guidelines offense level of 13; otherwise, VALERIO's total Guidelines offense level will be 15 (the "Total Offense Level"). *See* U.S.S.G. § 4C1.1(a).

13. The parties agree not to advocate for any upward or downward adjustment or departure from the Guidelines range resulting from (a) the Total Offense Level and (b) the criminal history category that the sentencing judge applies under Chapter 4 of the Guidelines without any departure or variance. But each party may seek a variance from that Guidelines range, which the other party may oppose.

14. If the term of imprisonment does not exceed 24 months, and except as specified in the next paragraph below, VALERIO will not challenge or seek to reduce by any means any component of the sentence imposed by the sentencing judge for any reason other than ineffective assistance of counsel. The term "any means" includes a direct appeal under 18 U.S.C. § 3742 or 28 U.S.C. § 1291, a motion to vacate the sentence under 28 U.S.C. § 2255, a motion to reduce the term of imprisonment under 18 U.S.C. § 3582(c)(1)(B) or (c)(2), a motion for early termination of supervised release under 18 U.S.C. § 3583(e)(1), and any other appeal, motion, petition, or writ, however captioned, that seeks to attack or modify any component of the sentence. If the term of imprisonment is at least 12 months, this Office will not challenge by appeal, motion, or writ any component of the sentence imposed by the sentencing judge. The

provisions of this paragraph bind the parties even if the sentencing judge employs a Guidelines analysis different from the one above.

15. Both parties reserve the right to file or to oppose any appeal, collateral attack, writ or motion not barred by the preceding paragraph or any other provision of this plea agreement. Moreover, the preceding paragraph does not apply to:

(a) Any proceeding to revoke the term of supervised release.

(b) A motion to reduce the term of imprisonment under 18 U.S.C. § 3582(c)(1)(A).

(c) An appeal from the denial of a § 3582(c)(1)(A) motion on the grounds that the court erred in finding no extraordinary and compelling circumstances warranting a reduced term of imprisonment or that the court failed to consider those circumstances as a discretionary matter under the applicable factors of 18 U.S.C. § 3553(a).