

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF KENTUCKY  
CENTRAL DIVISION  
LEXINGTON**

**CRIMINAL ACTION NO. 5:23-CR-38-S-GFVT-1**

**UNITED STATES OF AMERICA**

**PLAINTIFF**

**V.**

**PLEA AGREEMENT**

**LEYNNER ANDRE RIASCOS YEPES**

**DEFENDANT**

\* \* \* \* \*

1. Pursuant to Federal Rule of Criminal Procedure 11(c), the Defendant will enter a guilty plea to Count 4 of the superseding indictment. Count 4 charges promotional money laundering in violation of 18 U.S.C. § 1956(a)(1)(A)(i). The Defendant also agrees to forfeiture as outlined in the forfeiture allegation of the superseding indictment. Pursuant to Rule 11(c)(1)(A), the United States will move at sentencing to dismiss Count 3 of the superseding indictment.

2. The essential elements of Count 4 are as follows:

- (a) First, that the Defendant conducted, or attempted to conduct, a financial transaction.
- (b) Second, that the Defendant knew that the property involved in the financial transaction represented the proceeds of some form of unlawful activity.

- (c) Third, that the financial transaction involved property that was, in fact, proceeds of a specified unlawful activity, that is, the distribution of controlled substances.
- (d) Fourth, that the Defendant had the intent to promote the carrying on of the specified unlawful activity.

3. As to Count 4, the United States could prove the following facts that establish the essential elements of the offenses beyond a reasonable doubt, and the Defendant admits these facts:

(a) As to Count 4, the Defendant admits that he engaged in promotional money laundering on December 1, 2022, in Lexington, KY, which is in the Eastern District of Kentucky. DEA investigators were conducting physical and electronic surveillance of conspirators who were engaged in both drug trafficking and money laundering offenses. Those conspirators would sell controlled substances, then meet with a courier for the purpose of passing those drug proceeds to the courier. Couriers would then transfer the cash in bulk to others or would make structured cash deposits and wire the money to other conspirators.

(b) Agents observed a conspirator exit an apartment in Lexington carrying a large shopping bag before entering another conspirator's white BMW automobile. Surveillance units then followed the BMW to the TownePlace Suites located at 980 Midnight Pass, Lexington, KY. There, investigators observed the Defendant conduct a financial transaction when he received the shopping bag that was later found to contain a large sum of U.S. currency that was drug proceeds. Agents witnessed the Defendant enter the BMW and exit a short time later with the shopping bag in hand and enter into the hotel. Surveillance officers observed the Defendant exit the hotel later that same evening and enter a black Nissan Murano and drive away.

(c) Officers requested a traffic stop of the vehicle by Kentucky State Police officers. The Defendant was operating the Nissan Murano. Drug proceeds in the amount of \$20,270.00 were in the vehicle operated by the Defendant.

(d) Officers obtained a search warrant for the Defendant's hotel room and seized \$80,295.00 that was in a drawer in the same large gray shopping bag that was seen earlier by officers. In total, \$100,565.00 of suspected drug proceeds were seized by DEA that evening. The Defendant admits that this U.S. currency was drug proceeds and that it was his intention to provide this money to other members of the organization to promote drug trafficking crimes.

(e) The Defendant admits that he was engaged in the business of laundering funds because he regularly engaged in laundering funds, he did so over an extended period of time, and he laundered funds from multiple sources. Proof in this regard includes bank records that were obtained by the Drug Enforcement Administration. Those records reflect that the Defendant held bank accounts in his true name and made substantial cash deposits into those accounts. The deposits were suspicious – and indicative of money laundering – in numerous ways. As one example, the Defendant would deposit approximately \$20,000, in approximately \$2,000 increments, into various ATMs in one single day. The money would then be wired out in larger amounts, typically \$25,000, to businesses or entities primarily located in Colombia.

(f) The Defendant admits and agrees that the total amount of laundered funds attributable to him as offense conduct and relevant conduct is at least \$150,000 but less than \$250,000.

4. The statutory punishment for Count 4 is not more than 20 years, a fine of not more than \$500,000 or twice the value of the property involved in the transaction (whichever is greater) and a term of supervised release of not more than 3 years. A mandatory special assessment of \$100 per count applies, and the Defendant will pay this \$100 assessment to the U.S. District Court Clerk at the time of the sentencing hearing.

5. Pursuant to Rule 11(c) (1) (B), the United States and the Defendant recommend the following sentencing guidelines calculations, and they may object to or argue in favor of other calculations. This recommendation does not bind the Court.

(a) United States Sentencing Guidelines (U.S.S.G.), November 1, 2023, Manual, will determine the Defendant's guidelines range.

(b) Pursuant to U.S.S.G. § 1B1.3, the Defendant's relevant conduct includes all the facts set forth in paragraph three and the provided discovery materials.

(c) Pursuant to U.S.S.G. § 2S1.1(a)(2), the base offense level for Count 4 is 18 (8 levels, plus 10 levels for funds in excess of \$150,000 but less than \$250,000 per the table in § 2B1.1(b)(1)(F)).

(d) Pursuant to U.S.S.G. § 2S1.1(b)(1)(A) and (B)(i), increase the offense level by 6 levels because § 2S1.1(a)(2) applies, and the Defendant believed, or had reason to believe, that any of the laundered funds were the proceeds of, or were intended to promote, an offense involving the manufacture, importation, or distribution of a controlled substance.

(e) Pursuant to U.S.S.G. § 2S1.1(b)(2)(C), increase the offense level by 4 levels because the Defendant was in the business of laundering funds.

(f) Pursuant to U.S.S.G. § 3E1.1 and unless the Defendant commits another crime, obstructs justice, or violates a court order, decrease the offense level by 2 levels for the Defendant's acceptance of responsibility. If the offense level determined prior to this 2-level decrease is level 16 or greater, the United States will move at sentence]ng to decrease the offense level by 1 additional level based on the Defendant's timely notice of intent to plead guilty.

6. No agreement exists about the Defendant's criminal history category pursuant to U.S.S.G. Chapter 4.

7. The Defendant waives the right to file a motion for a decrease in the offense level based on a mitigating role pursuant to U.S.S.G. § 3B1.2, and also waives the right to file a departure motion pursuant to U.S.S.G. Chapter 5, Parts H or K.

8. The Defendant waives the right to appeal the guilty plea and conviction. Except for claims of ineffective assistance of counsel, the Defendant also waives the right to attack collaterally the guilty plea, conviction, and sentence.

9. The Defendant recognizes that pleading guilty may have consequences with respect to his immigration status. 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 the Defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of his conviction(s) on his immigration status. The Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is his automatic removal from the United States.

10. The Defendant consents to the forfeiture to the United States, by administrative or judicial proceedings, of all right, title, and interest in the United States currency listed in the forfeiture allegation of the Superseding Indictment. The Defendant agrees that this property is subject to forfeiture because a nexus exists between the property and the offense to which he is pleading guilty, as set forth in the forfeiture allegation of the Superseding Indictment. The Defendant consents to the entry of a Preliminary Order of Forfeiture, pursuant to Federal Rule of Criminal Procedure 32.2, and agrees take any steps necessary to assist the government in effectuating the surrender and forfeiture of the assets identified herein, including but not limited to executing any documents necessary for the surrender

and transfer of title to the United States. The Defendant agrees not to file a claim or petition seeking remission or otherwise contesting the forfeiture of the assets identified herein in any administrative or judicial proceeding, or to assist any other person or entity with doing so, and agrees to withdraw, and hereby withdraws, any such claim or petition that he already has submitted. If the Defendant fails to surrender and forfeit the assets identified for forfeiture herein, he consents to the forfeiture of any other property of his up to the amount of the value of the assets identified for forfeiture, pursuant to 21 U.S.C. § 853(p), and further agrees that the conditions of 21 U.S.C. § 853(p)(1)(A)-(E) have been met. The Defendant voluntarily and knowingly waives all provisions in Rule 32.2 pertaining to notice and/or the timing of forfeiture orders. The Defendant also waives his right, if any, to a jury trial on forfeiture and all constitutional, legal, or equitable defenses to the forfeiture. The Defendant agrees that this forfeiture is separate and distinct from any restitution, fine, or penalty ordered by the Court and shall survive bankruptcy.

11. The Defendant abandons any interest in, and consents to the official use, destruction, or other disposition of, any item obtained by any law enforcement agency during the course of the investigation, unless an item is specifically provided for in another provision of this Agreement. The Defendant also waives any notice of a proceeding to implement the official use, destruction, or other disposition of any item abandoned under this paragraph.

12. The Defendant agrees to cooperate fully with the United States Attorney's Office by making a full and complete financial disclosure. Within 30 days of pleading

guilty, the Defendant agrees to complete, sign, and return to the United States Attorney's Office a financial disclosure statement or affidavit disclosing all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party, and disclosing any transfer of assets that has taken place within three years preceding the entry of this plea agreement. Upon request, the Defendant agrees to provide the United States Attorney's Office with records verifying his/her financial information or with any releases required to obtain such records, with such releases being valid for a period extending 90 days from the date of sentencing. The Defendant will submit to an examination, which may be taken under oath and may include a polygraph examination. Prior to sentencing, the Defendant agrees to notify the United States Attorney's Office and obtain its consent before transferring, encumbering, or disposing of any interest in property with a value exceeding \$1,000.00 owned or controlled directly or indirectly, individually or jointly, by the Defendant, including any interest held or owned under any name, including trusts, partnerships, and corporations. If the Defendant is ever incarcerated in connection with this case, the Defendant will participate in the Bureau of Prisons Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments. The Defendant agrees to notify the United States Attorney's Office of any material changes in his/her economic circumstances, as described in 18 U.S.C. § 3664(k), which occur prior to sentencing, within seven days of the event giving rise to the changed circumstances. If the Defendant fails to comply with any of the

provisions of this paragraph, the United States, in its discretion, may refrain from moving the Court pursuant to U.S.S.G. § 3E1.1(b) to reduce the offense level by one additional level, and may argue that the Defendant should not receive a two-level reduction for acceptance of responsibility under U.S.S.G. § 3E1.1(a).

13. The Defendant understands and agrees that, pursuant to 18 U.S.C. § 3613, whatever monetary penalties are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States. If the Court imposes a schedule of payments, the Defendant agrees that it is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. The Defendant waives any requirement for demand of payment on any fine, restitution, or assessment imposed by the Court and agrees that any unpaid obligations will be submitted to the United States Treasury for offset. The Defendant waives any defense or objection to any action to enforce the collection of financial obligations to be imposed in connection with this prosecution, including, but not limited to, collection procedures authorized by the Federal Debt Collection Procedures Act, 28 U.S.C. § 3001, et seq., 18 U.S.C. § 3664, or 18 U.S.C. § 3613. The Defendant expressly authorizes the United States to obtain the Defendant's credit reports at any time. The Defendant authorizes the U.S. District Court to release funds posted as security for the Defendant's appearance bond in this case, if any, to be applied to satisfy the Defendant's financial obligations contained in the judgment of the Court. The Defendant authorizes the



United States Attorney's Office to inspect and copy all financial documents and information held by the U.S. Probation Office.

14. If the Defendant violates any part of this Agreement, the United States may void this Agreement and seek an indictment for any violations of federal laws, and the Defendant waives any right to challenge the initiation of additional federal charges.

15. This document contains the complete and only Plea Agreement between the United States Attorney for the Eastern District of Kentucky and the Defendant. The United States has not made any other promises to the Defendant.

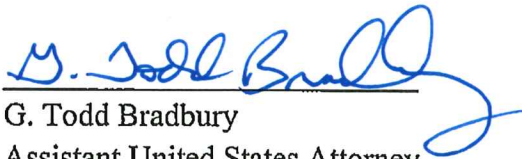
16. This Agreement does not bind the United States Attorney's Offices in other districts, or any other federal, state, or local prosecuting authorities.

17. The Defendant and the Defendant's attorney acknowledge that the Defendant understands this Agreement, that the Defendant's attorney has fully explained this Agreement to the Defendant, and that the Defendant's entry into this Agreement is voluntary.


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CARLTON S. SHIER, IV  
UNITED STATES ATTORNEY


Date: 10/23/2023

By:   
G. Todd Bradbury  
Assistant United States Attorney

Date: 10/20/23

  
Leynier Andre Riascos Yepes  
Defendant

Date: 10/22/23

  
G. Scott Haywerth  
Attorney for Defendant