

Eastern District of Kentucky  
FILED

MAR 07 2025

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

AT LEXINGTON  
Robert R. Carr  
CLERK U.S. DISTRICT COURT

**CRIMINAL ACTION NO. 5:24-cr-43-S-KKC-MAS-5**

**UNITED STATES OF AMERICA**

**PLAINTIFF**

**V.**

**PLEA AGREEMENT**

**JOSE MANUEL MARTINEZ GOMEZ**

**DEFENDANT**

\* \* \* \* \*

1. Pursuant to Federal Rule of Criminal Procedure 11(c), the Defendant will enter a guilty plea to Count 1 of the Superseding Indictment. Count 1 charges a violation of 18 U.S.C. § 1956(h), conspiracy to commit money laundering. Pursuant to Rule 11(c)(1)(A), the United States will move at sentencing to dismiss the original indictment as to this defendant and Counts 10 and 11 of the Superseding Indictment.

2. The essential elements of Count 1 are as follows:

(a) First, that two or more persons conspired, or agreed, to commit the crime of money laundering, and

(b) Second, that the Defendant knowingly and voluntarily joined the conspiracy.

3. As to Count 1, the United States could prove the following facts that establish the essential elements of the offense beyond a reasonable doubt, and the Defendant admits these facts:

(a) Beginning in January 2022, and continuing until May 2024, the defendant, Jose Manuel MARTINEZ Gomez, agreed with at least one other person to commit money laundering offenses. MARTINEZ's role in the conspiracy was to accept contracts from coconspirators (charged or uncharged) to arrange for the collection of drug proceeds in the United States and repatriation of the proceeds (or their equivalent value) to Mexico. At all times relevant to this money laundering conspiracy, MARTINEZ was physically located in Mexico but coordinated criminal money laundering activities that transpired in the United States. MARTINEZ was not involved in drug distribution offenses, but the money that was laundered was proceeds of drugs distributed by others in the United States. MARTINEZ admits that he knew, or reasonably should have known, that the money was proceeds of drug distribution offenses. MARTINEZ received an agreed-upon percentage of the money laundered as his fee or commission for brokering these transactions.

(b) MARTINEZ admits that coconspirators would contact him to advise that bulk cash needed to be picked up in a specific city in the United States and repatriated to Mexico. A coconspirator would contact MARTINEZ to advise that the organization needed \$100,000 in cash to be picked up in Lexington, KY. MARTINEZ would then contact coconspirators within a large network of individuals to arrange for a "money drop," the transfer of the bulk cash drug proceeds from one courier to another. MARTINEZ would request a phone number to contact the individual courier who would receive the drug proceeds. MARTINEZ would also request a serial number from U.S. currency (usually a one-dollar bill) for use by the couriers during the money drop. The serial number from the

currency would generally be referred to as a “bill code” or a “token.” Once MARTINEZ obtained a phone number and bill code, he, or other conspirators, would pass that phone number and bill code to the U.S.-based coconspirators who would deliver the money. The bill code would typically be sent as an attachment to a text message. The couriers on each side of the transactions, those delivering drug proceeds and those receiving drug proceeds, would arrange to meet at a specified time and designated public location. When the couriers met to transfer the money, the courier delivering the bulk cash would check that the recipient courier had the specified bill code. The recipient courier would provide the actual paper one dollar bill or an electronic copy.

(c) The recipient courier would deposit the bulk cash into a bank account in the United States. The recipient courier or his network would notify MARTINEZ when the money had been deposited into a bank account, often providing a screenshot of the deposit receipt to MARTINEZ as proof. MARTINEZ then would instruct the courier, or members of the money laundering network, as to the transfer of those funds. Typically, MARTINEZ would direct those funds be sent to cryptocurrency wallet addresses. These steps were taken to conceal or disguise the source of the funds and true owners of the funds.

(d) Drug Enforcement Administration (DEA) agents infiltrated the network of drug traffickers and money launderers. Undercover DEA agents in the Eastern District of Kentucky communicated directly with MARTINEZ by phone and by text messages. From January 2022 to May 2024, MARTINEZ brokered approximately 62 money laundering contracts on behalf of the conspiracy. The contracts averaged approximately \$100,000 but

ranged from approximately \$50,000 to \$200,000. The total amount of money in these contracts brokered by MARTINEZ was approximately \$5,500,000.00. These funds were deposited into bank accounts in the EDKY prior to transfer to cryptocurrency wallets.

(e) On March 16, 2023, MARTINEZ brokered a money contract in northern Kentucky for \$100,000. A phone number and bill code were provided to MARTINEZ. MARTINEZ used Mexico-based phone number +52-331-135-6552. When MARTINEZ was arrested at the Salt Lake City, UT, airport for the charges herein, he was in possession of a silver iPhone bearing this same phone number. The money drop was eventually scheduled to occur in northern Kentucky, in Boone County, on March 21, 2023. At the set time and place, a courier delivered \$110,000.00 in U.S. currency that was drug proceeds. After the money was collected by the courier and deposited into a bank account, MARTINEZ directed that all of it, minus the commission for the individuals involved in the receipt of the currency, be sent to a specified cryptocurrency wallet address. This same wallet was used by MARTINEZ for the transfer of other monies picked up in the United States for transfer to Mexico. This same wallet was also used by other coconspirators who brokered other money contracts.

(f) On October 23, 2023, MARTINEZ brokered a money contract in northern Kentucky for \$150,000. A phone number and bill code were provided to MARTINEZ. MARTINEZ once again utilized Mexico-based phone number +52-331-135-6552. During subsequent conversations to schedule the money drop, the amount of money to be transferred was reduced from \$150,000 to \$70,000. On November 6, 2023, a courier

delivered \$70,040.00 in drug proceeds. MARTINEZ directed that this money be transferred to the same cryptocurrency wallet address as utilized for the March 16, 2023, transaction.

(g) MARTINEZ admits that his offense conduct includes laundered funds in the amount of approximately \$5.5 million dollars.

4. The statutory punishment for Count 1 is imprisonment for 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 applies, and the Defendant will pay this assessment to the U.S. District Court Clerk at the time of the entry of sentencing.

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, 2024, Manual, will determine the Defendant's guidelines range.

(b) Pursuant to U.S.S.G. § 2S1.1(a)(2), the base offense level for Count 1 is 26 (8 levels, plus 18 levels for funds more than \$3,500,000 but less than \$9,500,000 per the table in § 2B1.1(b)(1)(J)).

(c) 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 knew or believed 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.

(d) 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.

(e) If the Defendant meets all the criteria at U.S.S.G. § 4C1.1(a) as a zero-point offender, then he will be eligible for a 2-level reduction to the offense level.

(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 sentencing 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. The Defendant also waives the right to appeal any sentence of 135 months or less. 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. The Defendant understands that since he is not a United States citizen, he may be removed from the United States, denied citizenship, and denied admission to the United States in the future because of this conviction.

10. The Defendant consents to the imposition of a forfeiture money judgment in the amount of \$100,000.00, which represents the amount of proceeds that the Defendant obtained as a result of, and, in turn, the amount involved in, the offense to which he is

pleading guilty. The Defendant consents to the entry of a Preliminary Order of Forfeiture, pursuant to Federal Rule of Criminal Procedure 32.2. If the Defendant fails to pay in full the forfeiture money judgment, he consents to the forfeiture of any other property of his up to the amount of the forfeiture money judgment, 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 and sign 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. The Defendant will submit to an examination, which may be taken under oath and may include a polygraph examination. The Defendant will not encumber, transfer, or dispose of any monies, property, or assets under the Defendant's custody or control without written approval from the United States Attorney's Office. 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. 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 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.

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.

PAUL C. McCAFFREY  
ACTING U. S. ATTORNEY

Date: 3/4/2025

By: G. Todd Bradbury  
G. Todd Bradbury  
Assistant United States Attorney

Date: 3/5/2025

By: Elizabeth R. Rabe  
Elizabeth R. Rabe  
Trial Attorney  
Money Laundering and Asset Recovery  
Section / DOJ-CRM

Date: 3/7/25

JOSE MANUEL MARTINEZ G.  
Jose Manuel Martinez Gomez  
Defendant

Date: 3/7/25

Andrew L. Sparks  
Andrew L. Sparks  
Attorney for Defendant