

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA	§	
	§	
v.	§	No. 3:10-CR-073-K
	§	
Tito Miller Parra-Isaza (07)	§	
aka Miguel Angel	§	
aka Juan Pablo Leyba	§	

PLEA AGREEMENT

Tito Miller Parra-Isaza, defendant, Hugo Aguilar, the defendant's attorney, and the United States of America (the government), agree as follows:

1. **Rights of the defendant:** Parra-Isaza understands that he has the rights
 - a. to plead not guilty, or having so pleaded, the right to persist in that plea;
 - b. to have a trial by jury;
 - c. to have his guilt proven beyond a reasonable doubt;
 - d. to be represented by counsel—and if necessary have the court appoint counsel—at trial and at every other stage of the proceeding;
 - e. to confront and cross-examine witnesses and to call witnesses in his defense;
 - f. to be protected from compelled self-incrimination; and
 - g. to testify and present evidence and compel witnesses.

2. **Waiver of rights and plea of guilty:** Parra-Isaza waives these rights and pleads guilty to the offense alleged in the Indictment charging a violation of 21 U.S.C. § 1956(h), that is, conspiracy to launder monetary instruments (Count Three). Parra-Isaza understands the nature and elements of the crime to which he is pleading guilty, and agrees that the factual statement he has signed is true and will be submitted as evidence.

3. **Sentence:** The minimum and maximum penalties the Court can impose include:

- a. a term of imprisonment not more than 20 years, 18 U.S.C. § 1956(a);
- c. a fine not to exceed \$500,000, 18 U.S.C. § 1956(a);
- d. a term of supervised release of not more than 3 years, which must follow any term of imprisonment. If the defendant violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release, 18 U.S.C. § 3583 and
- e. a mandatory special assessment of \$100.00, 18 U.S.C. § 3013.

4. **Court's sentencing discretion and role of the Guidelines:** Parra-Isaza understands that the sentence in this case will be imposed by the Court after consideration of the United States Sentencing Guidelines and the factors outlined in 18 U.S.C. § 3553(a). The guidelines are advisory and do not bind the Court. Parra-Isaza has reviewed the guidelines with his attorneys, but understands no one can predict with certainty the outcome of the Court's consideration of the guidelines in this case. Parra-Isaza will not be allowed to withdraw his plea if his sentence is higher than expected. Parra-Isaza fully understands that the actual sentence imposed (so long as it is within the statutory maximum) is solely in the discretion of the Court.

5. **Mandatory special assessment:** Prior to sentencing, Parra-Isaza agrees to pay to the U.S. District Clerk the amount of \$100, in satisfaction of the mandatory special assessment in this case.

6. **Defendant's agreement:** Parra-Isaza shall give complete and truthful information and/or testimony concerning his participation in the offense of conviction. Upon demand, Parra-Isaza shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding his capacity to satisfy any fines or restitution. Parra-Isaza expressly authorizes the government to immediately obtain a credit report on him in order to evaluate Parra-Isaza's ability to satisfy any financial obligation imposed by the Court. Parra-Isaza fully understands that any financial obligation imposed by the Court, including a restitution order and/or the implementation of a fine, is due and payable immediately. In the event

the Court imposes a schedule for payment of restitution, defendant agrees that such a schedule represents a minimum payment obligation and does not preclude the government from pursuing any other means by which to satisfy defendant's full and immediately enforceable financial obligation. Parra-Isaza understands that he has a continuing obligation to pay in full immediately any financial obligation imposed by the Court, or in a reasonable amount of time as determined by the Court.

7. **Government's agreement:** The government will not bring any additional charges against Parra-Isaza based upon the conduct underlying and related to the defendant's plea of guilty. Jointly with this plea agreement, the government will file a Plea Agreement Supplement in this case, as is routinely done in every case, even though there may or may not be any additional terms. The government will dismiss, after sentencing, any remaining charges in the Indictment against Parra-Isaza. This agreement is limited to the Asset Forfeiture and Money Laundering Section and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against Parra-Isaza or any property.

8. **Acceptance of responsibility:** Provided that the Parra-Isaza clearly demonstrates acceptance of responsibility, to the satisfaction of the government, through his allocution and subsequent conduct prior to the imposition of sentence, the government agrees that a 2-level reduction would be appropriate, pursuant to U.S.S.G § 3E1.1(a).

The government, however, may oppose any adjustment for acceptance of responsibility if Parra-Isaza:

- i. fails to admit a complete factual basis for the plea at the time the defendant is sentenced or at any other time;
- ii. challenges the adequacy or sufficiency of the government's offer of proof at any time after the plea is entered;

- iii. denies involvement in the offense;
- iv. gives conflicting statements about that involvement or is untruthful with the Court, the United States or the Probation Office;
- v. fails to give complete and accurate information about his financial status to the Probation Office;
- vi. obstructs or attempts to obstruct justice, prior to sentencing;
- vii. has engaged in conduct prior to signing this plea agreement which reasonably could be viewed as obstruction or an attempt to obstruct justice, and has failed to fully disclose such conduct to the government prior to signing this plea agreement;
- viii. fails to appear in court as required;
- ix. after signing this plea agreement, engages in additional criminal conduct; or
- x. attempts to withdraw the plea of guilty.

If Parra-Isaza has accepted responsibility as described above, and the his offense level is sixteen or greater, the United States agrees that an additional 1-level reduction would be appropriate, pursuant to § 3E1.1(b), U.S.S.G., because he has assisted authorities by providing timely notice of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently.

9. **Parties agreement:** Parra-Isaza understands that the sentence in this case will be determined by the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), including a consideration of the guidelines and policies promulgated by the United States Sentencing Commission, Guidelines Manual 20007 (hereinafter "Sentencing Guidelines" or "U.S.S.G").

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the parties stipulate to the following:

§ 2S1.1(a), Base Offense Level:	8
§ 2B1.1(H) Amount of Laundered Funds:	+14
§ 2S1.1(b)(1)(i) Offense Involved Manufacture, Importation, or Distribution of a Controlled Substance or a Listed Chemical:	+6
§ 3E1.1(a) & (b), Acceptance of Responsibility:	-3
Recommended Adjusted Advisory Guideline:	25

The parties agree that Parra-Isaza was convicted of one count of conspiracy to possess with intent to distribute cocaine, in violation Title 21, United States Code Section, 841(a) in 1997.

Parra-Isaza was sentenced to term of imprisonment of 87 months. The parties agree that the defendant's Criminal History Category is II.

The parties agree that a sentence within the stipulated advisory Guidelines Range would constitute a reasonable sentence in light of all the factors set forth in Title 18, United States Code, Section 3553(a). However, the parties agree that either party may seek a sentence outside of the stipulated Guidelines Range.

Should the Court sentence Parra-Isaza to a term of imprisonment, the parties agree to jointly recommend that Parra-Isaza be credited for the number of days he was incarcerated after the date of the Indictment in this case, to include his time in Mexican custody.

10. **Violation of agreement:** Parra-Isaza agrees that if he fails to comply with any of the provisions of this agreement, makes false or misleading statements before the Court or to any agents of the United States, purposely withholds pertinent information from agents of the United States, commits any further crimes, or attempts to withdraw the plea, the United States will have the right to characterize such conduct as a breach of this agreement. In the event of such a breach: (a) the United States will be free from its obligations under this agreement and further may take whatever position it believes appropriate as to the sentence and the conditions of Parra-Isaza's release; (b) Parra-Isaza will not have the right to withdraw the guilty plea; (c) Parra-Isaza shall be

fully subject to criminal prosecution for any other crimes which he has committed or might commit, if any, including perjury and obstruction of justice; and (d) Parra-Isaza waives any protection afforded by U.S.S.G. § 1B1.8(a), Rule 410 of the Federal Rules of Evidence, and Rule 11(f) of the Federal Rules of Criminal Procedure, and the United States will be free to use against Angulo-Isaza, directly and indirectly, in any criminal or civil proceeding any of the information, statements, and materials provided by him.

11. **Voluntary plea:** This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this plea agreement. There have been no guarantees or promises from anyone as to what sentence the Court will impose.

12. **Immigration consequences:** Parra-Isaza recognizes that pleading guilty may have consequences with respect to his immigration status because he is not a citizen of the United States. Parra-Isaza understands that under federal law, a broad range of crimes are removable offenses, including the offense to which Parra-Isaza is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and Parra-Isaza 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. Parra-Isaza nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea of guilty may entail.

13. **Hyde Amendment:** Parra-Isaza agrees that he is not a "prevailing party" within the meaning of the "Hyde Amendment," 18 U.S.C. § 2006A note, and will not file any claim under that law.

14. **Waiver of right to appeal or otherwise challenge sentence:** Parra-Isaza is aware that he has the right to challenge his sentence and guilty plea on direct appeal. Parra-Isaza is also aware that he may, in some circumstances, be able to argue that his guilty plea should be set aside, or sentence set aside or reduced, in a collateral challenge (such as pursuant to a motion under 28

U.S.C. § 2255). Knowing that, and in consideration of the concessions made by the United States in this Agreement, Parra-Isaza knowingly and voluntarily waives his right to appeal or collaterally challenge: (a) the defendant's guilty plea and any other aspect of the defendant's conviction, including, but not limited to, any rulings on pretrial suppression motions or any other pretrial dispositions of motions and issues (with the exception of filing a motion pursuant to 18 U.S.C. § 2255 for ineffective assistance of counsel) ; and (b) the defendant's sentence or the manner in which his sentence was determined pursuant to 18 U.S.C. §3742, except to the extent that the Court sentences Parra-Isaza to a period of imprisonment longer than the statutory maximum, or the Court departs upward from the applicable Sentencing Guideline range pursuant to the provisions of U.S.S.G. §5K.2 or based on a consideration of the sentencing factors set forth in 18 U.S.C. §3553(a).

Parra-Isaza further understands that nothing in this agreement shall affect the Asset Forfeiture and Money Laundering Section's right and/or duty to appeal as set forth in Title 18, United States Code, Section 3742(b). However, if the United States appeals the defendant's sentence pursuant to Section 3742(b), the defendant shall be released from the above waiver of appellate rights. By signing this agreement, Parra-Isaza acknowledges that he has discussed the appeal waiver set forth in this agreement with his attorney. Parra-Isaza further agrees, together with the United States, to request that the district court enter a specific finding that the waiver of the defendant's right to appeal the sentence to be imposed in this case was knowing and voluntary.

Parra-Isaza's waiver of rights to appeal and to bring collateral challenges shall not apply to appeals or challenges based on new legal principles in the Fifth Circuit or Supreme Court cases decided after the date of this Agreement that are held by the Fifth Circuit or Supreme Court to have retroactive effect.

15. **Representation of counsel:** Parra-Isaza has thoroughly reviewed all legal and factual aspects of this case with his attorneys and is fully satisfied with his attorneys' legal representation. Parra-Isaza has received from his attorneys explanations satisfactory to him concerning each paragraph of this plea agreement, each of his rights affected by this agreement, and the alternatives available to him other than entering into this agreement. Because he concedes that he is guilty, and after conferring with his attorneys, Parra-Isaza has concluded that it is in his best interest to enter into this plea agreement and all its terms, rather than to proceed to trial in this case.


16. **Waiver of Statute of Limitations:** It is further agreed that should any conviction following the defendant's plea of guilty pursuant to this Agreement be vacated for any reason, that any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement (including any counts that the United States has agreed not to prosecute or to dismiss at sentencing pursuant to this Agreement) may be commenced or reinstated against the defendant, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date this Agreement is signed.

17. **Defendant acknowledges no pretrial right to be provided with impeachment and affirmative defense information:** The government represents that any information establishing the factual innocence of defendant known to the undersigned prosecutor in this case has been turned over to defendant. The government will continue to provide such information establishing the factual innocence of defendant. Defendant understands that if this case proceeded to trial, the government would be required to provide impeachment information relating to any informants or other witnesses. In addition, if defendant raised an affirmative defense, the government would be required to provide information in its possession that supports such a


defense. Defendant acknowledges, however, that by pleading guilty defendant will not be provided this information, if any, and defendant also waives the right to this information. Finally, defendant agrees not to attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.

18. **Entirety of agreement:** This document is a complete statement of the parties' agreement and may not be modified unless the modification is in writing and signed by all parties.

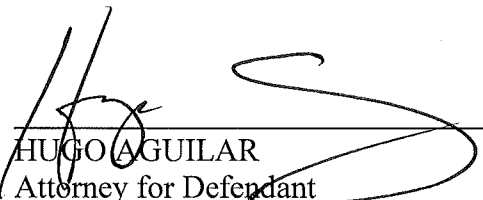
AGREED TO AND SIGNED this 7 day of May, 2015.



TITO MILLER PARRA-ISASZA
Defendant

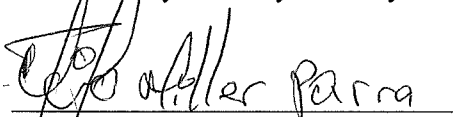


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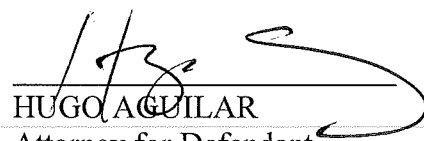
HUGO AGUILAR
Attorney for Defendant

I have read (or had read to me) this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.


TITO MILLER PARRA-ISAZA
Defendant

5-5-15
Date

I am the defendant's counsel. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.


HUGO AGUILAR
Attorney for Defendant

5-5-15
Date