

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:16-cr-298-T-23AEP

JOE MANUEL GONZALEZ

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, United States Attorney for the Middle District of Florida, and the defendant, Joe Manuel Gonzalez, and the attorney for the defendant, John M. Fitzgibbons, mutually agree as follows:

**A. Particularized Terms**

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with structuring financial transactions to avoid currency reporting requirements, in violation of 31 U.S.C. § 5324(a)(3).

2. Maximum Penalties

Count One carries a maximum sentence of 5 years' imprisonment, a fine of \$250,000, a term of supervised release of not more than 3 years, and a special assessment of \$100, said special assessment to be due on the date of sentencing.

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3. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: the Defendant knowingly structured or helped to structure a currency transaction;
- Second: that the purpose of the structured transaction was to evade the transaction-reporting requirements; and
- Third: that the structured transaction involved one or more domestic financial institutions.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Downward Variance

Pursuant to Fed. R. Crim. P. 11(c)(1)(B) and 18 U.S.C. § 3553(a), and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States agrees to recommend to the Court that the defendant be sentenced below the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as

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adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

7. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.4., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

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8. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

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9. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

10. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. 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:

(1) 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.

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(2) 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 recision 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.

(3) 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.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers,

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documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) 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 but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

11. Forfeiture of Assets

Because the defendant has returned all of the approximately \$23,000, which he believed to be drug proceeds, provided to him by the undercover federal agent, the United States agrees not to seek any criminal forfeiture.

**B. Standard Terms and Conditions**

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not

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limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$100, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or

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defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

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6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing

Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction

with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

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## FACTS

In the spring of 2014, the defendant was an attorney operating his own law practice in Tampa, within the Middle District of Florida. The defendant held himself out as an asset protection attorney, specializing in helping individuals and businesses guard assets from, among other things, seizure and forfeiture.

On May 30, 2014, the defendant met with a cooperating individual (CI) at the defendant's law office. At the time of their initial meeting, the defendant knew that the CI had pleaded guilty in federal court to wire fraud and was pending sentencing. During the meeting, the CI told the defendant that he anticipated being sentenced to two to three years in federal prison. The CI explained, however, that the fraud charge to which he pleaded guilty was an aberration and that his normal illegal activity was a marijuana "grow house" operation that he ran with his brother. The CI told the defendant multiple times throughout the conversation that the CI obtained his money illegally and that he needed a way to protect it. The CI explained that he would be making somewhere between \$30,000 and \$50,000 in cash per month from the marijuana operation while in prison, and needed to put his money somewhere safe so that it would be available to him after he served his prison sentence. The CI expressed concern about the banks and the authorities questioning where the money came from. The defendant acknowledged multiple times throughout the meeting that the funds being discussed were derived from drug trafficking, even asking the CI, "what's your brother's front? How does it look like he makes his money?"

During the May 30, 2014 meeting, the defendant told the CI that he had some suggestions for where to put the CI's money. The defendant advised the CI to set

up an irrevocable trust with the defendant as the grantor. The defendant explained that the trust would be private, would not be recorded, would not be provided to the bank, and would be seen only by the CI and the defendant. The defendant explained that he would obtain a federal tax identification number and then open bank accounts in the name of the trust. The CI could then have another person make cash deposits into the accounts. When the CI asked how he would monitor the money, the defendant explained that the CI's brother could monitor the bank statements. When the CI asked how he would be able to access the money to make purchases after he was released from prison, the defendant suggested financing large purchases to avoid raising any red flags. The defendant advised the CI that it was best to use small banks and keep the CI's name off of any documents so that the trust could not be identified with him. The CI and the defendant also discussed how to make the cash deposits into the bank as to avoid any suspicion. The defendant advised to make smaller deposits at various banks and to make the numbers look purposeful. The defendant advised that his fee would be \$4,500, which would include \$3,500 to set up the trust and \$1,000 to prepare other documents to include the application for the federal identification number.

On June 20, 2014, during another meeting at the defendant's office, the CI introduced the defendant to an individual who was represented to be the CI's brother and the CI's partner in the marijuana operation. In fact, the individual was an undercover federal agent (UCA) who was posing as the CI's brother/drug dealer looking to assist the CI in laundering his drug proceeds during his imprisonment. The defendant, the CI, and the UCA discussed the CI's impending prison sentence and the need to protect the CI's proceeds of the marijuana business while in prison. The

defendant advised that he was going to set up a trust for this purpose, and that once the trust was established and bank accounts opened, the UCA could make cash deposits. The UCA made clear that he did not want to be on a paper trail or do anything that would alert law enforcement to his activities. The defendant offered to be the trust protector and establish himself as the initial trustee to set up bank accounts for the trust. When the UCA expressed concern about the banks noticing him routinely making cash deposits, the defendant advised that the UCA should avoid a pattern and could go to different branches. The defendant also suggested using smaller banks. The group also discussed the need to keep the transactions below \$10,000 to avoid reporting requirements (i.e., causing the submission of Currency Transaction Reports). The UCA provided the defendant \$4,500 in cash as the defendant's fee for setting up the trust and preparing additional documents. The defendant provided the UCA with a handwritten receipt for the funds.

On July 2, 2014, the CI and the UCA met with the defendant again at the defendant's office in Tampa, Florida, to finalize the trust paperwork. The defendant prepared a trust document to establish the "4183 Trust," which named the defendant as the Trustee and the Trust Protector. During that meeting, the defendant explained the terms, provisions, and operation of the 4183 Trust. The defendant noted that he had used his information on the paperwork so that the CI's information would not appear on any records.

The group discussed possible banks to use to establish bank accounts in the name of the 4183 Trust. The defendant provided the name of a small local bank that he thought he would use, but then suggested that perhaps they needed to use a

bigger bank that had more branches (with the implication being that the UCA could deposit money at different branches to avoid suspicion). The defendant advised that now that the paperwork was signed, he would apply for a federal tax identification number for the trust, and once he received that, would set up the bank accounts. The UCA provided the defendant with \$14,000 cash (in undercover DEA funds), which the UCA retrieved from his pocket, to initially fund the bank account. When the UCA provided the cash to the defendant, the defendant asked whether it was "under ten" (meaning \$10,000). When the UCA replied that it was \$14,000, the defendant surmised that he would make two deposits on two different days (i.e., breaking up the transaction to two transactions under \$10,000 to avoid the reporting requirements). The cash was bundled in seven stacks of \$2,000 (all \$100 bills) and secured by rubber bands. The defendant provided the UCA with a hand-written receipt for the funds and with documents related to the establishment of the 4183 Trust.

On August 18, 2014, the defendant established a bank account at Fifth Third Bank, an FDIC-insured financial institution, in Tampa, Florida, in the name of the 4183 Trust. The defendant made the initial deposit into the account of \$1,000 into business checking and \$5,000 in a certificate of deposit for account number ending 9233. The account was funded with cash all in \$100 bills. The defendant's name was the only name associated with the account; the address listed for the trust was the defendant's business address; the defendant was listed as the Trustee, and the defendant was listed as the sole signatory on the account. The defendant deposited only \$6,000 of the \$14,000 in cash provided to him by the UCA for the purpose of

evading the bank's currency transaction reporting requirement for cash deposits in excess of \$10,000.

On August 20, 2014, the UCA received a call from the defendant's law office advising the UCA that a bank account for the trust had been established at Fifth Third Bank in the name of the 4183 Trust and providing the UCA with the account number ending 9233. The UCA asked whether the defendant had obtained any deposit slips for the account. The UCA was advised that deposits could be made without the slips and that the bank would not ask for any identification when accepting deposits. The UCA was asked whether he would be depositing only cash, and he stated yes it would only be cash. The UCA was advised to be careful of the amounts to "avoid the crazy paperwork" (alluding to Currency Transaction Reporting requirements).

On October 3, 2014, the defendant deposited an additional \$6,000 cash of the initial \$14,000 provided to him by the UCA into the 4183 Trust account at Fifth Third bank ending in 9233. In total, the defendant deposited into the 4183 Trust bank account \$12,000 of the \$14,000 cash provided to him by the UCA. The purpose of the 4183 Trust and the manner in which the defendant deposited the cash into the 4183 Trust bank account was to conceal or disguise the nature, location, source, ownership, or control of the funds. Further, the purpose and the manner in which the defendant deposited the cash into the 4183 Trust bank account ending 9233—in two different transactions on August 18, 2014 and October 3, 2014—was to evade the bank's currency transaction reporting requirements for cash deposits in excess of \$10,000.

The above is merely a summary of some of the events and persons involved and other information relating to this case. It does not include, nor is it intended to include, all of the events, persons involved, or other information relating to this case.

12. Entire Agreement

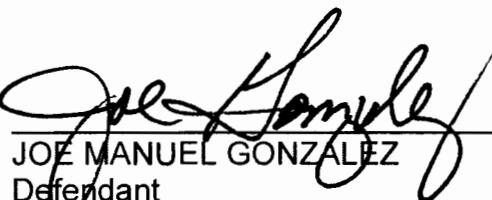
This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

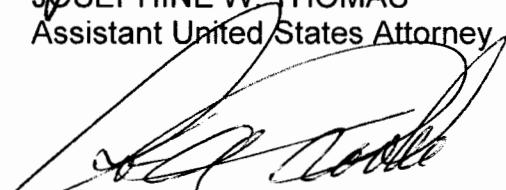
DATED this 24<sup>th</sup> day of June, 2016.

A. LEE BENTLEY, III  
United States Attorney

  
JOE MANUEL GONZALEZ  
Defendant

  
JOSEPHINE W. THOMAS  
Assistant United States Attorney

  
JOHN M. FITZGIBBONS  
Attorney for Defendant

  
ROBERT A. MOSAKOWSKI  
Assistant United States Attorney  
Chief, Economic Crimes Section

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