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FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2016 AUG -9 AM 9:59

US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr-148-ORL-31 KRS

DENIS YAKOVLEV
a/k/a Dennis Derrett

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, DENIS YAKOVLEV, and the attorney for the defendant, Christopher Desrochers, 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 encouraging or inducing an alien to come to, enter, or reside in the United States, in violation of 8 U.S.C. § 1324(a)(1)(A)(iv).

2. Maximum Penalties

Count One carries a maximum sentence of not more than 10 years' imprisonment, a fine of not more than \$250,000, a term of supervised release of not more than 3 years, and a special assessment of \$100. With respect to certain offenses, the Court shall order the defendant to make restitution to any

Defendant's Initials D.Y.

victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Apprendi v. New Jersey

Under Apprendi v. New Jersey, 530 U.S. 466 (2000), a maximum sentence of ten years' imprisonment may be imposed because the following facts have been admitted by the defendant and are established by this plea of guilty: the defendant committed the offense for purpose of private financial gain.

4. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One¹ are:

First: The defendant knowingly encouraged or induced an individual to come to, enter, or reside in the United States;

Second: that individual was an alien;

Third: the defendant did so knowing or in reckless disregard of the fact that the alien's coming to, entering, or residing in the United States was in violation of law; and

Fifth: the defendant's motive was private financial gain.

5. Indictment Waiver

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

¹ See *U.S. v. Lopez*, 590 F.3d 1238, 1250 (11th Cir. 2009).

6. 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.

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 recommend 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.5., 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.

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.

9. 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.

(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 rescission 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, 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.

10. 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).

11. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to Title 18, U.S.C. § 982(a)(6), whether in the possession or control of the United States, the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following: Apple laptop A1370, Swann surveillance system, HP deskjet printer/scanner, Samsung tablet, iPad tablet, 8MB Staples Relay Thumb Drive, Glock .40 caliber S/N KLE 572, black holster, Glock magazine, thirteen rounds of .40 caliber ammunition, eighty-eight rounds of Blazer .40 caliber ammunition, two loose rounds of 9mm ammunition, \$470 currency, which assets were derived from or are traceable to the proceeds obtained directly or indirectly from the commission of Count One or were used to facilitate the commission of the offense as described in Count One.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil judicial or administrative forfeiture action. The defendant also hereby agrees to waive all constitutional, statutory and procedural challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1)(A), the United States and the defendant request that promptly after accepting this Plea Agreement, the Court make a determination that the government has established the requisite nexus between the property subject to forfeiture and the offense(s) to which defendant is pleading guilty and enter a preliminary order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture and to transfer custody of such property to the United States before the defendant's sentencing. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG §1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of his cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant agrees that the United States is not limited to forfeiture of the property specifically identified for forfeiture in this Plea Agreement. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. The Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

12. Removal - Notification

The defendant has been advised and understands that pleading guilty may have consequences with respect to the defendant's immigration status if the defendant is not a citizen of the United States. Under federal law, the offense to which defendant is pleading guilty may be a removable offense. Removal and other immigration consequences are the subject of a separate proceeding, however, and the defendant understands that no one, including the defendant's attorney or the district court, can predict to a certainty the effect of the defendant's conviction on the defendant's immigration status. The defendant nevertheless affirms that the defendant wants to plead guilty regardless of any immigration consequences that may result from the defendant's guilty plea, even if the consequence is the defendant's automatic removal from the United States following completion of the defendant's sentence.

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, 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, 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 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. The special assessment is due on the date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides 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 to which defendant pleads, to respond to comments made by the defendant or 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.

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 in the attached "Factual Basis," which is incorporated herein by reference, 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.

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 5th day of August, 2016.

X D.Y.
DENIS YAKOVLEV
Defendant

[Signature]
Christopher Desrochers
Attorney for Defendant

A. LEE BENTLEY, III
United States Attorney

[Signature]
Christina R. Downes
Special Assistant United States Attorney

[Signature]
Katherine M. Ho
Assistant United States Attorney
Chief, Orlando Division

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

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US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr- 148-ORL-3145

DENIS YAKOVLEV

PERSONALIZATION OF ELEMENTS

1. Did defendant knowingly encourage or induce an alien to come to, enter, or reside in the United States?
2. Did the defendant know, or have reckless disregard to the fact that the alien's coming to, entering, or residing in the United States was illegal?

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr-

DENIS YAKOVLEV

FACTUAL BASIS

This case deals with a marriage fraud conspiracy in which Yakovlev would provide a one stop shop where multiple services in furtherance of the fraud are offered to customers. Specifically, Yakovlev, as the facilitator of this scheme, would employ "recruiters" to find U.S. citizens (USCs) to enter into fraudulent marriages with non-citizen aliens that solicited Yakovlev for his services. These services are for the sole purpose of the alien becoming a lawful permanent resident (LPR) and thereby converting to legal status in the United States and permitting the alien to continue to reside in the United States. Yakovlev arranges for the alien and USC to travel to a Brevard County Clerk of the Courts office and apply for a marriage license and execute the marriage ceremony. Before going to the clerk's office, the USC and alien have never met, so Yakovlev prepares both participants in advance for what to say when talking to the clerk at the clerk's office. After the license is obtained and the ceremony is completed, Yakovlev sometimes fills out the necessary forms (e.g. the Forms I-130, I-485 and G325A) and he generally does this by typing the information into fillable forms downloaded from the USCIS website. Yakovlev then provides the

package to the alien spouse for them to mail into USCIS but only after he directs the alien and USC "spouses" to build the bona fides of the marriage. Yakovlev generally encourages the USC to add their name to the lease of the residence of the alien. Yakovlev then charges the alien a fee for his service and pays the USC an amount of money for marrying the alien and keeps a varying amount for his services.

This case began around October of 2015 when Special Agent Curtis Johnson with Homeland Security Investigations (HSI) was at the Brevard County Clerk's office (Merritt Island branch) on matters unrelated to this case. However, while there, he observed what he believed to be a fraudulent marriage taking place. Subsequently, HSI met with the Brevard County Clerk of the Court and obtained the list of marriage license applications for 2015 to 2016. Notably, there appeared to be an unusually high amount of aliens from Uzbekistan, Kazakhstan, Kyrgyzstan, and other former Soviet countries where Russian is still spoken, engaging in marriages to USCs in Brevard County. Also of note is that that many of the addresses provided by the aliens were from outside of Florida while many of the USCs provided Cocoa, Florida addresses.

On April 24, 2016, a cooperating source of information (SOI), who was working with HSI on this case, received a text from Yakovlev stating "I was looking for older guy for week they been waiting." The SOI understood this text to mean that Yakovlev wanted her to find an older USC male to match the age of an older female foreign national asking to take part in the scheme. So, in order

to get direct evidence of the marriage fraud scheme, HSI utilized an HSI undercover agent (UCA1) who fit the parameters requested by Yakovlev for this role. UCA1 used a hidden recording device to record the following events in both visual and audio form.

Later that day, UCA1 met with Yakovlev and a woman the SOI identified as his girlfriend, M.T., at a picnic table outside of 5050 Ocean Beach Blvd., Cocoa Beach, Florida. After meeting, Yakovlev and M.T. took UCA1 inside their apartment. Once inside, UCA1 was introduced to a foreign national, N.P., and an older male, later identified to be G.C. Immigration database checks revealed that N.P. and G.C. are both citizens of Moldova. On January 25, 2012, N.P. entered the United States on a B-2 visa, which is nonimmigrant visitor for pleasure. N.P. was admitted to enter into the United States for a period not to exceed six months. There are no records of departure for N.P. and no other pending applications for status in the United States; therefore, she is no longer in a lawful status within the United States.

While UCA1 talked to N.P. and M.T., Yakovlev simultaneously entered into an extended conversation with N.P. and G.C. in Russian, which was later interpreted by an HSI agent fluent in Russian, who reviewed the audio and video recordings provided by UCA1. N.P. asked Yakovlev how much she was expected to pay that day. Yakovlev replied that he usually took 4 (understood to mean \$4,000). Additionally, YAKOVLEV explained what documents were needed for the immigration applications, and highlighted the immigration

document (Form AR-11) necessary to change one's address.

Later, N.P. asked the UCA1 to travel to Miami in the near future, where she currently resided, for purposes of preparing to pass a USCIS interview. She asked this in the presence of Yakovlev, who, in response to her statement explained the expectations for UCA1's involvement. First, he told UCA1 that he would need to remain married to N.P. for two years, but immediately after the marriage, N.P. would pay UCA1 \$8,000. Second, Yakovlev told UCA1 that he would have to attend an in person interview and that N.P. would pay for his travel to Miami for the interview. Yakovlev told UCA1 that he would do all the necessary immigration paperwork "here" (i.e. in his apartment at 5050 Ocean Beach Boulevard) without UCA1 having to be present. Yakovlev also told UCA1 that he would need two passport pictures of both N.P. and UCA1 to submit as part of N.P.'s immigration petition.

After the preliminary discussions were finished, UCA1, N.P., G.C. and the SOI traveled together to the Brevard County Clerk of the Court office (Merritt Island, Florida, branch) for the marriage. Once at the clerk's office, another HSI undercover agent, UCA2, posing as a deputy clerk, provided a fictitious marriage license and performed a fictitious marriage ceremony. After the ceremony, N.P. went inside the Merritt Island Chase Bank at 760 E. Merritt Island Causeway, Merritt Island, Florida, and made a cash withdrawal. After the bank, UCA1, N.P., G.C. and the SOI returned to Yakovlev's apartment in Cocoa Beach, Florida.

Once they arrived, UCA1 observed Yakovlev sitting in a chair in the living

room beside a HP deskjet copier/printer working on an Apple laptop (later specifically identified after execution of the search warrant as being an A1370 Apple laptop). Yakovlev asked UCA1 for his identification, a birth certificate and driver's license, which he proceeded to photocopy on the HP deskjet copier/printer which was located in the corner of the room. While Yakovlev was photocopying the documents, UCA1 viewed YAKOVLEV's computer screen and recognized that he was filling out USCIS Form G-325A (Biographic Information), i.e. one of the required forms USCIS requires in conjunction with alien relative petitions.

UCA1 observed as N.P. took an unknown amount of money from a bank envelope in her purse and gave it to Yakovlev. Then, Yakovlev counted the money and gave the UCA1 \$800 (eight \$100 bills) while reiterating to UCA1 he would receive \$8,000 in total for entering into the sham marriage with N.P. Yakovlev specified that this amount would be paid incrementally when he met with N.P. in Miami (with travel expenses paid by N.P.), when he attended the USCIS interview and then again when N.P. received her green card.

Based on the investigation efforts which began in October of 2015 and the information learned during the undercover operation, HSI obtained a search warrant for Yakovlev's residence at 5050 Ocean Beach Boulevard and executed said search warrant on July 13, 2016. As a result of the search warrant, agents located the following electronic devices: a Swann home surveillance system (which they later found out Yakovlev used to record several sham marriages

taking place in his apartment), a Samsung tablet and iPad tablet (which Yakovlev used to correspond with USC's and foreign nationals involved in the marriage fraud scheme), and a 8MB Staples Relay Thumb Drive (which Yakovlev used to store information needed to facilitate the sham marriages). In addition, agents found a Glock .40 caliber S/N KLE 572, black holster, Glock magazine, thirteen rounds of .40 caliber ammunition, eighty-eight rounds of Blazer .40 caliber ammunition, and two loose rounds of 9mm ammunition which Yakovlev admitted to possessing and having in the house. Lastly, agents found \$470 in currency which were the profits from recent sham marriages Yakovlev facilitated.

Post-Miranda, Yakovlev admitted to introducing approximately 100 individuals to each other over the last year and half for the purpose of entering into sham marriages for immigration benefits. He claimed his payment was anywhere from \$1,000 to \$200 and the USC's were typically paid a minimum of \$10,000 with a maximum of \$20,000. The foreign nationals were from the Ukraine, Russia, Kazakhstan, Tajikistan, Uzbekistan, China, India, Belarus and Turkey and would travel to Brevard County from New York, Chicago, Miami, California, Philadelphia, New Jersey, Tennessee, and Orlando. The USC's were recruited by Yakovlev's friends who live locally in the Brevard County area. Yakovlev admitted that the purpose of introducing the foreign nationals to USC's for sham marriages was so that the USC's could make some money and the foreign nationals could "get their paperwork."