

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA

v.

DYLAN RODAS

Cr. No. 1:22CR104JJM-LDA

In violation of :

COUNT I: Possession with the Intent to
Distribute Methamphetamine

21 U.S.C. §§ 841(a)(1) and (b)(1)(A)

INFORMATION

The United States Attorney charges that:

COUNT ONE

Possession with the Intent to Distribute Methamphetamine
21 U.S.C. §§ 841(a)(1) & (b)(1)(A)(viii)

On or about March 28, 2022, in the District of Rhode Island, the Defendant, Dylan Rodas, did knowingly and intentionally possess with the intent to distribute 500 grams or more of a mixture and substance containing a detectable amount of methamphetamine, a Schedule II controlled substance, in violation of 21 U.S.C. §§ 841(a)(1) and (b)(1)(A)(viii).

ZACHARY A. CUNHA
United States Attorney



STACEY VERONI
Assistant U.S. Attorney

A handwritten signature in blue ink, appearing to read "Lee Vilker".

LEE H. VILKER
Assistant U.S. Attorney
Criminal Division Chief

Dated: August 30, 2022

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA

v.

DYLAN RODAS,
Defendant.

Criminal Case No. 1:22CR104JJM-LDA

PLEA AGREEMENT

Pursuant to Rule 11(c)(1) (B), of the Federal Rules of Criminal Procedure, the United States and Defendant, DYLAN RODAS, have reached the following agreement:

1. Defendant's Obligations.

a. Defendant will waive presentation of this matter to a grand jury and consent to the filing of a one-count Information which charges defendant with Possession With the Intent to Distribute Methamphetamine, in violation of 18 U.S.C. §841(a)(1) & (b)(1)(A). Defendant agrees that Defendant will plead guilty to said Information.

b. Defendant further agrees that the time between the filing of this plea agreement and the scheduled date for the change of plea is excludable under the Speedy Trial Act, 18 U.S.C. § 3161.

c. The United States and Defendant hereby agree that the following items, twelve of which are firearms as defined in 18 U.S.C. §921, and all of which were seized

from the Defendant and are currently in the custody and control of the Bureau of Alcohol, Tobacco, Firearms, and Explosives, were properly seized and were involved in or used in violation of 21 U.S.C. §§ 841(a)(1) and (b)(1)(A), to which Defendant is pleading guilty.

- i. One Hi-standard .22 caliber handgun bearing serial number 1891482 (DEA Exhibit N-25).
- ii. One Smith and Wesson .22 caliber handgun with an obliterated serial number (DEA Exhibit N-26).
- iii. One Ruger .22 caliber pistol with an obliterated serial number (DEA Exhibit N-27).
- iv. One Colt .32 caliber handgun with an obliterated serial number (DEA Exhibit N-28).
- v. One Polymer 80 9 millimeter handgun, bearing no serial number (DEA Exhibit N-29).
- vi. One Polymer 80 9 millimeter handgun bearing no serial number (DEA Exhibit N-30).
- vii. One Glock 23, 40 caliber handgun bearing serial number VMN716 (DEA Exhibit N-31).
- viii. One oil filter style suppressor (DEA Exhibit N-25b).
- ix. Four suppressors (DEA Exhibit N-27b).
- x. Three magazines for .22 caliber ammunition (DEA Exhibit N-25a).
- xi. Four magazines for .32 caliber ammunition (DEA Exhibit N-28a).
- xii. Two magazines for 9 millimeter ammunition (DEA Exhibit N-29a).
- xiii. Eight magazines for 9 millimeter ammunition (DEA Exhibit N-30a).
- xiv. Three magazines for .40 caliber ammunition (DEA Exhibit N-31a).
- xv. Hundreds of rounds of assorted ammunition.
- xvi. Two magazines for .22 caliber ammunition (DEA Exhibit 26a).
- xvii. Three magazines for .22 caliber ammunition (DEA Exhibit N-27a).
- xviii. Two LFA electric pill presses.

Defendant agrees that the above items i. through ix. are firearms as defined in 18 U.S.C. § 921, and are all subject to forfeiture to the United States pursuant to 18 U.S.C. § 924.

Defendant hereby relinquishes to the United States of America any claim, title and interest Defendant has in said firearms. Defendant further states that Defendant is the sole and rightful owner of said firearms and agrees to withdraw any claim made in any civil, administrative or judicial forfeiture brought against said firearms and further agrees not to oppose any civil, administrative or judicial forfeiture of said firearms.

d. Defendant further agrees:

(i) to forfeit all interests in any drug-related asset that Defendant currently owns, has previously owned, or over which Defendant currently, or has in the past, exercised control, directly or indirectly, and any property Defendant has transferred, as well as any property that is traceable to, derived from, fungible with, or a substitute for property that constitutes the proceeds of Defendant's offense, including but not limited to the following specific property:

- A red 2021 GMC Sierra pickup truck, bearing VIN 3GTP9EED0MG323060.
- \$5,000 in United States currency located in Defendant's bedroom dresser drawer in his home in Cumberland, RI.
- \$10,000 in United States currency located in Defendant's bedroom dresser drawer in the home of his father and step-mother in Cumberland RI.

Defendant warrants that Defendant is the sole owner of all of the property listed above, and agrees to hold the United States, its agents, and its employees harmless from any claims whatsoever in connection with the seizure or forfeiture of property covered by this agreement.

(ii) to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, federal or state. Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

(iii) to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. Defendant acknowledges that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct and property facilitating illegal conduct.

(iv) to waive all constitutional and statutory 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 constitutes an excessive fine or punishment. Defendant also understands and agrees that by virtue of his plea of guilty he waives any rights or cause of action to claim that he is a substantially prevailing party for the purpose of recovery of attorney fees and other litigation costs in any related forfeiture proceeding pursuant to 28 U.S.C. § 2465(b)(1).

2. Government's Obligations. In exchange for Defendant's plea of guilty:

a. The government will recommend that the Court impose a term of imprisonment of one hundred and twenty months, the mandatory minimum term of imprisonment pursuant to statute, but not including probation or a "split-sentence," even if permitted under the guidelines.

b. For purposes of determining the offense level, the government agrees to recommend a two-level reduction in the offense level for acceptance of responsibility under § 3E1.1(a) of the guidelines if Defendant continues to demonstrate acceptance of responsibility through sentencing.

c. As of the date of this agreement, Defendant has timely notified authorities of an intention to enter a plea of guilty. If the offense level is 16 or greater and Defendant enters a plea of guilty pursuant to this agreement, the government will move the sentencing Court for an additional decrease of one level, pursuant to U.S.S.G. § 3E1.1(b), unless Defendant indicates an intention not to enter a plea of guilty, thereby requiring the government to prepare for trial.

d. The government is free to recommend any combination of supervised release, fines, and restitution which it deems appropriate.

e. If Defendant pleads guilty pursuant to this plea agreement, the government will not bring additional charges under 18 U.S.C. 922(g) and seek a sentencing enhancement under 18 U.S.C. § 924(e), based on the offense conduct in this

case. Defendant understands that such charges could expose Defendant to greater maximum penalties, to wit: a five-year consecutive sentence.

3. Defendant understands that the guidelines are not binding on the Court, and that, although the Court must consult the guidelines in fashioning any sentence in this case, the guidelines are only advisory, and the Court may impose any reasonable sentence in this matter up to the statutory maximum penalties after taking into account the factors enumerated in 18 U.S.C. § 3553(a).

4. The United States and defendant stipulate and agree to the following facts under the guidelines:

a. In March 2022, a Confidential Source (CS) working with the Drug Enforcement Administration (DEA), participated in a narcotics transaction in which he bought methamphetamine from the Defendant at the direction of and under the supervision of the DEA.

b. The CS had provided information to the DEA that the Defendant was a supplier of counterfeit Adderall pills which contained methamphetamine, stating that Defendant produced and sold thousands of these pills, and often provided the drugs to the CS, without charge, with a promise to pay in the future. The CS also indicated that the CS owed a substantial debt to the Defendant for prior transactions.

c. In mid-March 2022, the CS contacted the Defendant at a telephone number previously provided by Defendant in a text message exchange. Agents

monitored the telephone call placed by the CS, in which the CS made arrangements to meet with the Defendant to pay the Defendant drug monies owed for prior deliveries of methamphetamine from Defendant to the CS. The CS was equipped with an audio monitoring device so that law enforcement agents could monitor the transaction.

d. The CS was surveilled to a meeting location in the District of Rhode Island. Law enforcement agents observed Defendant arrive at the meet location in a red 2021 GMC Sierra pickup truck, which was registered to him, and were able to make a positive identification of Defendant from his license photograph. They observed the CS get into the Defendant's motor vehicle. During this meeting, the CS paid Defendant money owed and the Defendant offered the CS more counterfeit Adderall pills containing methamphetamine, to be paid for at a later date. Law enforcement agents monitoring the audio device heard the Defendant offering the drugs and directing the CS to a location in Pawtucket, RI to get them.

e. Law enforcement observed Defendant travel directly to his home after having been paid the money on the drug debt owed by the CS.

f. The CS travelled to an address in the District of Rhode Island, as directed by the Defendant. Upon arrival, the Defendant and the CS spoke via telephone and the Defendant told the CS he would send the person out with the drugs. Within minutes, a male approached the CS, opened the CS's vehicle door and placed a receptacle containing thousands of orange counterfeit Adderall pills inside the vehicle.

g. The CS met with law enforcement and turned over the counterfeit Adderall pills which were field tested found to contain methamphetamine. Confirmatory laboratory results are pending, however it is estimated that the number of pills exceeded 10,000 and the gross weight was 8 lbs.

h. Search warrants were obtained for the Defendant's home in Cumberland, RI, red Sierra truck, and an additional address within in the District of RI.

i. The search warrants were executed on March 28, 2022 and Defendant was taken into custody, was properly advised of his Miranda warnings and was cooperative with law enforcement. An amount of \$5,000 in United States currency was seized from the bedroom of the Defendant, which constituted profits of Defendant's drug operation. An additional search warrant was obtained for the home of the Defendant's father, in Cumberland, RI, which was also executed on March 28, 2022.

j. Inside the home, the Defendant had maintained a workspace in the basement where he produced counterfeit pills containing methamphetamine. In the basement Law enforcement located and seized thousands of counterfeit Adderall pills, two electric power LFA machine pill presses, binding agents, packaging materials, firearms and ammunitions, and an assortment of other drugs belonging to the Defendant. Including:

- 665,728 counterfeit Adderall pills
- methamphetamine in powder form
- cocaine base
- marijuana
- thousands of blue and pink pills containing a mixture and substance containing fentanyl

- Psilocybin mushrooms
- The firearms and other items referred to in paragraph 1 c. items i through iv. and vi. through xviii.

k. Law enforcement officers also seized a Polymer 80 9 mm handgun (referred to in paragraph 1. c, as item v. above) in a bedroom of the same residence which was occupied by the Defendant along with \$10,000 in United States currency which was proceeds of Defendant's drug dealing operation.

l. The DEA laboratory determined that the 665,728 counterfeit Adderall pills seized from the basement contained a mixture and substance containing methamphetamine (hydrochloride) with a net weight of 240,281 grams.

5. Except as expressly provided in the preceding paragraph, there is no agreement as to which Offense Level and Criminal History Category applies in this case. Both the United States and Defendant reserve their rights to argue and present evidence on all matters affecting the guidelines calculation.

6. The maximum statutory penalties for the offense to which Defendant is pleading are:

(i) Count One: lifetime imprisonment, with a mandatory minimum term of 10 years imprisonment a fine of \$ 10,000,000 a lifetime of supervised release; and a mandatory special assessment of \$100.

7. Defendant agrees that, after Defendant and Defendant's counsel sign this plea agreement, counsel will return it to the United States Attorney's Office along with a money order or certified check, payable to the Clerk, United States District Court, in

payment of the special assessments. Failure to do so, unless the Court has made a previous finding of indigence, will relieve the government of its obligation to recommend a reduction in the offense level under the guidelines for acceptance of responsibility.

8. Defendant is advised and understands that:

- a. The government has the right, in a prosecution for perjury or making a false statement, to use against Defendant any statement that Defendant gives under oath;
- b. Defendant has the right to plead not guilty, or having already so pleaded, to persist in that plea;
- c. Defendant has the right to a jury trial;
- d. Defendant has the right to be represented by counsel – and if necessary have the Court appoint counsel – at trial and every other stage of the proceeding;
- e. Defendant has the right at trial to confront and cross-examine adverse witnesses, to be protected from self-incrimination, to testify and present evidence, and to compel the attendance of witnesses; and
- f. Defendant waives these trial rights if the Court accepts a plea of guilty.
- g. Defendant recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable or deportable offenses. Likewise, if defendant is a naturalized citizen of the United States, pleading guilty may result in denaturalization as well as removal and deportation. Removal, deportation,

denaturalization, and other immigration consequences are the subject of separate proceedings, however, and defendant 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. Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is his removal or deportation from the United States or his denaturalization.

9. The government reserves its full right of allocution, including the right to present any information to the Court for its consideration in fashioning an appropriate sentence, the right to correct misstatements, misrepresentations, or omissions by Defendant, and to answer any questions asked by the Court.

10. Except for paragraph 2 above, the parties have made no agreement concerning the application of the guidelines in this case.

11. Defendant understands that the Court alone makes all sentencing decisions, including the application of the guidelines and the sentence to be imposed. The Court is not bound by the parties' stipulations of fact, offense level adjustments, or the government's recommendations. The Court is free to impose any sentence it deems appropriate up to and including the statutory maximum. Defendant also understands that even if the Court's guideline determinations and sentence are different than Defendant expects, Defendant will not be allowed to withdraw Defendant's plea of guilty.

12. Defendant hereby waives Defendant's right to appeal the conviction and sentence imposed by the Court, if the sentence imposed by the Court is within or below

the sentencing guideline range determined by the Court. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b), and the government retains its right to appeal any of the Court's sentencing determinations.

13. This agreement is binding on the government only if Defendant pleads guilty, fulfills all Defendant's obligations under the agreement, does not engage in any conduct constituting obstruction of justice under § 3C1.1 of the guidelines, and does not commit any new offenses. Defendant understands that if Defendant violates this agreement in any way, the government shall be released from its obligations under the agreement and will be free to make any recommendations that it deems appropriate. If that occurs, Defendant shall not have the right to withdraw Defendant's guilty plea.

14. This agreement is limited to the District of Rhode Island and does not bind any other federal, state, or local prosecutive authorities.

15. This agreement constitutes the entire agreement between the parties. No other promises or inducements have been made concerning the plea in this case. Defendant acknowledges that no person has, directly or indirectly, threatened or coerced Defendant to enter this agreement. Any additions, deletions, or modifications to this agreement must be made in writing and signed by all the parties in order to be effective.

16. Counsel for Defendant states that Counsel has read this agreement, been given a copy of it for Counsel's file, explained it to Defendant, and states that to the best of Counsel's knowledge and belief, Defendant understands the agreement.

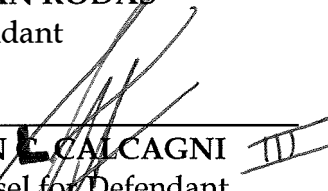
17. Defendant states that Defendant has read the agreement or has had it read to Defendant, has discussed it with Defendant's Counsel, understands it, and agrees to its provisions.



DYLAN RODAS
Defendant

09/14/22

Date



JOHN L. CALCAGNI
Counsel for Defendant

9/14/22


Date



STACEY P. VERONI
Assistant U.S. Attorney

9/16/2022

Date



LEE H. VILKER
Assistant U.S. Attorney
Chief, Criminal Division

9/16/2022

Date