

**FILED**

IN THE UNITED STATES DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO

FOR THE DISTRICT OF NEW MEXICO **MAY 24 2017**

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 LINDSEY A. CAVAZOS )  
 )  
 Defendant. )

**MATTHEW J. DYKMAN**  
CLERK

Cr. No. 15-4087 MCA

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1)(C), Fed. R. Crim. P., the parties notify the Court of the following agreement between the United States Attorney for the District of New Mexico, the Defendant, Lindsey A. Cavazos, and the Defendant's counsel, Theresa M. Duncan:

**REPRESENTATION BY COUNSEL**

1. The Defendant understands the Defendant's right to be represented by an attorney and is so represented. The Defendant has thoroughly reviewed all aspects of this case with the Defendant's attorney and is fully satisfied with that attorney's legal representation.

**RIGHTS OF THE DEFENDANT**

- 2. The Defendant further understands the Defendant's rights:
  - a. to plead not guilty, or having already so pleaded, to persist in that plea;
  - b. to have a trial by jury; and
  - c. at a trial:
    - 1) to confront and cross-examine adverse witnesses,
    - 2) to be protected from compelled self-incrimination,

- 3) to testify and present evidence on the Defendant's own behalf, and
- 4) to compel the attendance of witnesses for the defense.

**WAIVER OF RIGHTS AND PLEA OF GUILTY**

3. The Defendant agrees to waive these rights and to plead guilty to Count 14 of the superseding indictment filed on August 10, 2016, charging a violation of 18 U.S.C. § 1956(h), that being conspiracy to commit money laundering contrary to 18 U.S.C. § 1956(a)(1).

**SENTENCING**

4. The Defendant understands that the maximum penalty provided by law for this offense is:

- a. imprisonment for a period of not more than 20 years;
- b. a fine not to exceed the greater of \$500,000.00 or twice the value of the property involved in the transaction, whichever is greater;
- c. a term of supervised release of not more than three years to follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);
- d. a mandatory special penalty assessment of \$100.00; and
- e. restitution as may be ordered by the Court.

5. The parties recognize that the federal sentencing guidelines are advisory, and that the Court is required to consider them in determining the sentence it imposes.

6. The parties are aware that the Court will decide whether to accept or reject this plea agreement. The Court may defer its decision as to acceptance or rejection until there has been an opportunity to consider the presentence report. Pursuant to Federal Rule of Criminal Procedure 11(c)(5), if the Court rejects this plea agreement, the defendant shall have the right to withdraw the defendant's plea of guilty.

7. Regardless of any other provision in this agreement, the United States reserves the right to provide to the United States Pretrial Services and Probation Office and to the Court any information the United States believes may be helpful to the Court, including but not limited to information about the recommendations contained in this agreement and any relevant conduct under U.S.S.G. § 1B1.3.

**DEFENDANT'S ADMISSION OF FACTS**

8. By my signature on this plea agreement, I am acknowledging that I am pleading guilty because I am, in fact, guilty of the offense to which I am pleading guilty. I recognize and accept responsibility for my criminal conduct. Moreover, in pleading guilty, I acknowledge that if I chose to go to trial instead of entering this plea, the United States could prove facts sufficient to establish my guilt of the offense to which I am pleading guilty beyond a reasonable doubt, including any facts alleged in the indictment that increase the statutory minimum or maximum penalties. I specifically admit the following facts related to the charges against me, and declare under penalty of perjury that all of these facts are true and correct:

**Beginning no later than January 2, 2009 through November 17, 2015, I knowingly and intentionally conspired and agreed with others to launder the cash proceeds from marijuana distribution. I engaged in numerous financial transactions using the illicit proceeds, including the deposit of currency into accounts I controlled, as well as the purchase of money orders. The scheme was designed both to conceal the nature, source, and ownership of the proceeds, as well as to avoid federally mandated reporting requirements.**

9. By signing this agreement, the Defendant admits that there is a factual basis for each element of the crime to which the Defendant is pleading guilty. The Defendant agrees that the Court may rely on any of these facts, as well as facts in the presentence report, to determine the Defendant's sentence, including, but not limited to, the advisory guideline offense level.

#### **RECOMMENDATIONS**

10. The United States and the Defendant recommend as follows:
- a. The Defendant and the United States have made an AGREEMENT pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), that a specific sentence of five years probation is the appropriate disposition in this case. This agreement takes into account the Defendant's acceptance of responsibility, with no further reduction to occur. The parties further agree that there shall be no fine. The remaining components of the Defendant's sentence, including but not limited to restitution and the length and conditions of supervised release, shall be imposed by the Court after the presentation of evidence and/or argument by the parties.

- b. If the Court accepts the plea agreement, it must inform the Defendant that the agreed upon disposition will be included in the judgment, and the Court is bound by the terms of the plea agreement once the Court accepts the plea agreement.
- c. The parties agree and acknowledge that the Defendant has no exculpatory information related to the actions of any of the other defendants in the Superseding Indictment filed on August 10, 2016.

**DEFENDANT'S ADDITIONAL AGREEMENT**

11. The Defendant understands the Defendant's obligation to provide the United States Pretrial Services and Probation Office with truthful, accurate, and complete information. The Defendant represents that the Defendant has complied with and will continue to comply with this obligation.

12. Except under circumstances where the Court, acting on its own, rejects this plea agreement, the Defendant agrees that, upon the Defendant's signing of this plea agreement, the facts that the Defendant has admitted under this plea agreement as set forth above, as well as any facts to which the Defendant admits in open court at the Defendant's plea hearing, shall be admissible against the Defendant under Federal Rule of Evidence 801(d)(2)(A) in any subsequent proceeding, including a criminal trial, and the Defendant expressly waives the Defendant's rights under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 with regard to the facts the Defendant admits in conjunction with this plea agreement.

13. The Defendant recognizes that this plea agreement has already conferred a benefit on the Defendant. Consequently, in return for the benefit conferred on the Defendant by

entering into this agreement, the Defendant agrees not to seek a downward departure or variance from the specific sentence of five years probation as agreed to by the parties pursuant to Rule 11(c)(1)(C) of the Federal rules of Criminal Procedure. If the Defendant, in violation of this paragraph, should nevertheless seek a downward departure or variance, including a departure or variance from the guideline Criminal History Category, the United States shall have the right to treat this plea agreement as null and void and to proceed to trial on all charges before the Court.

**FORFEITURE**

14. The Defendant agrees to forfeit, and hereby forfeits, whatever interest the Defendant may have in any asset derived from or used in the commission of the offenses in this case as set forth in the superseding indictment filed on August 10, 2016. The United States agrees not to seek forfeiture of any other asset for which the Defendant has or may have a property interest, not identified herein, that is or could be the subject of a forfeiture proceeding based on the facts and circumstances that gave rise to the second superseding indictment filed on August 10, 2016.

15. The Defendant voluntarily and immediately agrees to the administrative, civil, or criminal forfeiture to the United States all of the Defendant's right, title, and interest in the following assets and properties:

**REAL PROPERTY**

a. 15 Amy Court, Tijeras, NM - Lot Numbered Eighty-two (82) of the plat of Richland Meadows Subdivision, a subdivision situate within the Northeast One-quarter (NE 1/4) of Section 4, Township 10 North, Range 6 East, N.M.P.M., Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of

Bernalillo County, New Mexico, on May 28, 1998, in Plat Book 98C, Folio 151.

b. 726 Grand Avenue, Las Vegas, NM - Lot 33, and the South 22 feet of Lot 34, in Block 19, of the San Miguel Town Company's Addition to Las Vegas, San Miguel County, New Mexico. Less and Except: A tract of land within Lot 34 of Block 19 of the San Miguel Town Company's Addition to Las Vegas, San Miguel County, New Mexico. Said tract being more particularly described as follows: Beginning at the New Mexico State "Radio" Triangulation Station, thence S 79 degrees 55' 12" Ea distance 1775.42 feet to a 1/2" rebar being the SE'ly comer of a tract of land surveyed by Drissel & Associates, P.A., for Geidenberger/Harper, Plat Number 75248. Thence N 76 degrees 36'51" W along the S'ly boundary line of Said Geidenberger/Harper plat a distance of 94.60 feet to the true point of the beginning of this tract. Thence S 13 degrees 23'09" W a distance of .050 feet to the SE'ly comer of this tract. Thence N 75 degrees 53'53" W a distance of 40.00 feet to the most W'ly point of this tract. Thence S 76 degrees 36'51" Ea distance of 40.00 feet to the true point of beginning of this tract. Said tract contains 10.00 square feet, more or less.

c. 508 12th Street, Las Vegas, NM - The North forty-five (45) feet of Lots Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), Block Three (3) of the Blanchard Addition to the Town of Las Vegas, San Miguel County, New Mexico, as shown on plat of survey by Douglas J. Mcfaul, dated November 7, 2012, filed for record in the Office of the San Miguel County Clerk, November 19, 2012, in Plat Book 68, page 12, document no. 2186.

d. 511 Grant St., Las Vegas, NM - Beginning at the northwest comer of the tract, from whence the intersection of the said south line of Grant Street and the east line of New Mexico bears; Westerly 271.80 feet; thence from said point and place of beginning, continuing

along the following bearings and distances: Easterly 110 feet along said south line of Grant Street to the northeast comer; Southerly 116 feet along the property now or formerly of Carmen Quintana to the southeast comer; Westerly 110 feet along the property now or formerly of Mike Baca, Manuel Casuas, and Jose Lino Rivera to southeast comer; Northerly 117.50 feet along the property now or formerly of Leroy Martinez, to the point and place beginning.

e. 716 Grand Ave., Las Vegas, NM (Samaritan House) - Lot 28 and the South twelve and one half feet of Lot 29, Block 19 of the An Miguel Townsite company's Addition to Las Vegas, San Miguel County, New Mexico.

f. 8th Street and Sperry, Las Vegas, NM (14-acre planned subdivision) - Lots Nos. Two (2) through Eleven (11), Block "J" and Lots Nos. Two (2) through Twenty-three (23), Block "K", of the University Heights, First Filing, Subdivision, as the same are shown and delineated on the Plat thereof filed as Document No. 8075 on August 16, 1963 in Plat Book 2, Page 127, in the office of the Clerk of San Miguel County, New Mexico.

PERSONAL PROPERTY

- a. Compass Bank Acct. #2520000480 - MBC Choice Trucking
- b. Wells Fargo Acct. #2734041169 - Love Auto, LLC
- c. Bank of America Acct. #439005117394 - CVZS, LLC
- d. Bank of America Acct #439004904744 - Sozavac Management, LLC
- e. Bank of America Acct. #439004790767 - NLB Entertainment, LLC
- f. Bank of America Account #325018112953 - Novus Content LLC
- g. NM Bank and Trust Account #120120738 - Cafe Bien
- h. Wells Fargo Bank Account #5823738520 -Addian Development Company



- i. Southwest Capital Bank Account #7090587 - C&L Enterprises
- j. 2005 Acura RL automobile, VIN# JH4KB16515C002078
- k. 2009 Toyota Corolla, VIN# JTDDBL40E899039656
- l. 2008 GMC Acadia SLE, VIN# 1GKEV13768J207671
- m. 2010 Hyundai Santa Fe, VIN# 5NMSKDAGOAH367553
- n. 2014 Ford Fusion, VIN# 3FA6POH75ER301660
- o. 2007 Lexus IS250, VIN# JTHBK262172052628
- p. 2009 Chevrolet Malibu LTZ, VIN# 1G1ZK57799F126233
- q. 2008 BMW 335xi, VIN# WBAWC73528E067292
- r. 2010 Cadillac STS, VIN# 1G6DU6EA4A0141460
- s. 2009 Hyundai Genesis, VIN# KMHGC46E79U026094
- t. 2013 Hyundai Sonata, VIN# 5NPEB4AC6DH724297
- u. 2007 Nissan Altima, VIN# 1N4AL21EX7N439257
- v. 2009 Infiniti G37, VIN# JNKCV61E89M011621
- w. 2007 Mercedes Benz C230, VIN# WDBRF52H27F915346
- x. 2003 Toyota 4Runner, VIN# JTEBT17R130005668
- y. 2006 Honda Pilot EL-L, VIN# 2HKYF18636H538000
- z. 2006 Pontiac Solstice, VIN# 1G2MB35B46Y1 18588
- aa. 2007 Advantage Fifth Wheel, VIN# 1ED5R352064286169
- bb. Three pieces of sapphire and diamond jewelry purchased from Jared, The Galleria of Jewelry dated December 22, 2012 for \$5,777.97
- cc. \$185,020 in U.S. Currency

- dd. \$265,440 in U.S. Currency
- ee. \$22,580 in U.S. Currency
- ff. Fixtures and restaurant equipment removed from what was formerly Cafe Bien, 400 Central Avenue, SW, Albuquerque, New Mexico as follows:

- i. One reach-in cooler, 78.25"x29.5"
- ii. One Pannini press grill
- iii. One Tri-tier produce cooler
- iv. One clothing hook
- v. One espresso maker
- vi. One stainless work table, 84" x 30"
- vii. One stainless prep station, 60" x 34"
- viii. Two maple & stainless butcher blocks, 30" x 45"
- ix. One deep fryer

gg. Four Lettuce Crispers (commercial grade) located at 15 Amy Court, Tijeras, New Mexico

hh. Extar Model EXP556, 5.56 caliber Rifle Serial Number: EP01835

ii. Aimpoint Patrol Rifle Optic Serial Number: 12841-K3091957

jj. Stainless Suppressor (Unknown Manufacturer) Serial Number: n/a

kk. Davis Industries Derringer, Model DM-22 Serial Number: 478372

ll. 2008 Chevy Silverado 2500 HD VIN:1GCHK236X8F137500

mm. Gents Gold Stainless Steel Rolex Date Just, Diamond Bezel  
Serial number 7023967 *gmf*

nn. Gents 18KW Rolex Day-Date, Diamond Lugs, Serial number  
39203257 *gmf*

16. The Defendant agrees to fully assist the United States in the forfeiture of the above-described property and to take whatever steps are necessary to pass clear title to the United States, including but not limited to execution of any documents necessary to transfer the Defendant's interest in the above-described property to the United States.

17. The Defendant agrees to waive the right to notice of any forfeiture proceeding involving the above-described property.

18. The Defendant knowingly and voluntarily waives the right to a jury trial on the forfeiture of the above-described property. The Defendant knowingly and voluntarily waives all constitutional, legal, and equitable defenses to the forfeiture of said property in any proceeding. The Defendant agrees to waive any jeopardy defense or claim of double jeopardy, whether constitutional or statutory, and agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of said property by the United States or any State or its subdivisions.

#### **WAIVER OF APPEAL RIGHTS**

19. The Defendant is aware that 28 U.S.C. § 1291 and 18 U.S.C. § 3742 afford a defendant the right to appeal a conviction and the sentence imposed. Acknowledging that, the Defendant knowingly waives the right to appeal the Defendant's conviction(s) and any sentence, including any fine, imposed in conformity with this Fed. R. Crim. P. 11(c)(1)(C) plea agreement, as well as any order of restitution entered by the Court. In addition, the Defendant agrees to waive any collateral attack to the Defendant's conviction(s) and any sentence, including any fine, pursuant to 28 U.S.C. §§ 2241 or 2255, or any other extraordinary writ, except on the issue of defense counsel's ineffective assistance.

**GOVERNMENT'S ADDITIONAL AGREEMENT**

20. Provided that the Defendant fulfills the Defendant's obligations as set out above, the United States agrees that:

- a. Following sentencing, the United States will move to dismiss Counts 1, 15, 22, and 23 as to the Defendant of the superseding indictment filed on August 10, 2016.
- b. Following sentencing, the United States agrees not to proceed with forfeiture proceedings against the above referenced \$75,330 in U.S. Currency found at 15 Amy Court, Tijeras, New Mexico. The funds will be released to the client trust account of Defendant's attorney.
- c. The United States will not bring additional criminal charges against the Defendant arising out of the facts forming the basis of the present indictment.

21. This agreement is limited to the United States Attorney's Office for the District of New Mexico and does not bind any other federal, state, or local agencies or prosecuting authorities.

**VOLUNTARY PLEA**

22. The Defendant agrees and represents that this plea of guilty is freely and voluntarily made and is not the result of force, threats, or promises (other than the promises set forth in this agreement and any addenda). The Defendant also represents that the Defendant is pleading guilty because the Defendant is in fact guilty.

**VIOLATION OF PLEA AGREEMENT**

23. The Defendant agrees that if the Defendant violates any provision of this agreement, the United States may declare this agreement null and void, and the Defendant will thereafter be subject to prosecution for any criminal violation, including but not limited to any crimes or offenses contained in or related to the charges in this case, as well as perjury, false statement, obstruction of justice, and any other crime committed by the Defendant during this prosecution.

**SPECIAL ASSESSMENT**


24. At the time of sentencing, the Defendant will tender to the United States District Court, District of New Mexico, 333 Lomas Blvd. NW, Suite 270, Albuquerque, New Mexico 87102, a money order or certified check payable to the order of the **United States District Court** in the amount of \$ 100.00 in payment of the special penalty assessment described above.

**ENTIRETY OF AGREEMENT**

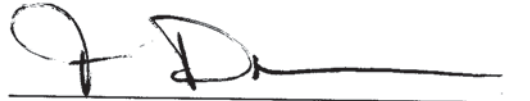
25. This document and any addenda are a complete statement of the agreement in this case and may not be altered unless done so in writing and signed by all parties. This agreement is effective upon signature by the Defendant and an Assistant United States Attorney.

AGREED TO AND SIGNED this 24<sup>th</sup> day of May, 2017.

JAMES D. TIERNEY  
Acting United States Attorney

  
\_\_\_\_\_  
JENNIFER M. ROZZONI  
Assistant United States Attorney  
Post Office Box 607  
Albuquerque, New Mexico 87102  
(505) 346-7274

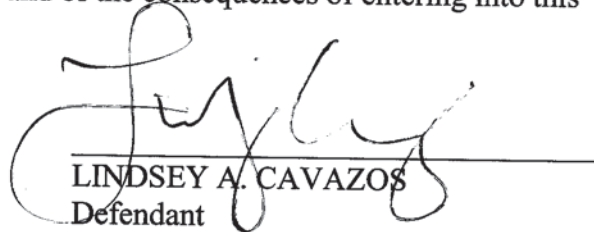
I have carefully discussed every part of this agreement with my client. Further, I have fully advised my client of my client's rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.



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THERESA M. DUNCAN  
Attorney for the Defendant

I have carefully discussed every part of this agreement with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement.



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LINDSEY A. CAVAZOS  
Defendant