

UNITED STATES DISTRICT
COURT SOUTHERN DISTRICT OF
FLORIDA

Case No. 20-20175-CR-Martinez 18 U.S.C. § 1956(h)
18 U.S.C. § 982

UNITED STATES OF AMERICA

vs.

FELIPE MONCALEANO BOTERO,

Defendant.

FACTUAL PROFFER IN SUPPORT OF GUILTY PLEA

The United States Department of Justice, Criminal Division, Fraud Section (the “government”), and the Defendant, Felipe Moncaleano Botero (the “defendant”), stipulate and agree that the information stated herein is true and accurate and a sufficient basis for the defendant’s plea of guilty to the money laundering conspiracy in violation of Title 18, United States Code, Section 1956(h) charged in the instant case. Had this matter proceeded to trial, the defendant stipulates and agrees that the government would have proven the facts alleged below beyond a reasonable doubt and the forfeiture allegations set forth in the criminal Information by a preponderance of the evidence.

Seguros Sucre S.A. (“Seguros Sucre”) was the state-owned and state-controlled insurance company which performed government functions for and on behalf of Ecuador. Juan Ribas Domenech (“Ribas”) was an advisor to the president of Ecuador and the chairman of Seguros Sucre who had authority over the awarding of Seguros Sucre business during the relevant time period. The defendant was a Colombian citizen who resided in Colombia during the relevant time period, and was the CEO of the Colombia-based subsidiary of a U.K.-based reinsurance broker (“Insurance Broker”). The defendant introduced the Insurance Broker to Jose Vicente

Court Exhibit #1

Gomez Aviles (“Gomez”) and Roberto Heinert (“Heinert”), the co-owners of a Panama-registered company that operated from Miami, Florida (“Introducer Company”). Introducer Company acted as an intermediary and helped companies obtain and retain contracts with Seguros Sucre in exchange for receiving a commission.

Overview

Between in or around 2013 and in or around 2017, the defendant and others, including Heinert and Gomez (“Gomez”), co-owners of Introducer Company, knowingly and willfully used the mails and means and instrumentalities of interstate commerce, including U.S.-based companies and U.S. bank accounts, to corruptly promise to pay, to authorize payment of, and to pay, at least approximately \$3,157,000 in bribes to Ecuadorian government officials in order to influence those officials in their official capacity and to secure an improper advantage in order to assist Introducer Company, Gomez, and Heinert in obtaining and retaining business for Insurance Broker and Introducer Company with Seguros Sucre (“the illegal bribery scheme”). The defendant knew this conduct was unlawful and over the course of the illegal bribery scheme, the defendant obtained details regarding how the scheme was effectuated and continued to assist in the scheme’s completion. The defendant also directly caused some of the illegal payments.

Further, the defendant knowingly and willfully conspired with others, including Heinert, Gomez, and Ribas, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of the illegal bribery scheme and the corruptly obtained contracts.

Specifically, between in or around 2014 and in or around 2017, Introducer Company received approximately \$10.8 million in commission payments from Insurance Broker on Insurance Broker’s corruptly obtained business with Seguros Sucre. The defendant and his co-conspirators then laundered a portion of the commissions to Ecuadorian government officials, including to accounts held in Ribas’s name, the names of Ribas’s relatives, and the name of

a nominee account holder for Ribas's benefit. The defendant and his co-conspirators laundered at least approximately \$1,004,000 of the commissions to Ecuadorian government officials through bank accounts in the United States for the benefit of Ribas and others. In or around December 2015, the defendant was directly involved in the laundering of approximately \$200,000, through bank accounts in the United States, for the benefit of another Seguros Sucre official. In furtherance of the conspiracy, and with the intent to conceal and disguise the nature, location, source, ownership, and control of the proceeds of the illegal bribery scheme, the defendant and his co-conspirators, among other things, transferred the corrupt proceeds to and through multiple intermediary companies, including shell company bank accounts in Switzerland; and provided false justifications for transactions to banks, Insurance Broker compliance personnel, and others.

The Illegal Bribery Scheme

In or around June 2013, Insurance Broker was appointed by Seguros Sucre to be the reinsurance broker for the Ecuadorian Ministry of Defense ("MOD") for the period 2013 through 2014. In or around late 2013, Seguros Sucre informed Insurance Broker that Seguros Sucre might not renew Insurance Broker's MOD reinsurance policy. In or around early 2014, the Introducer Company spoke with the defendant about helping Insurance Broker retain the Seguros Sucre MOD business. Gomez and Heinert arranged meetings between representatives of Insurance Broker and Seguros Sucre officials, including Ribas, following which Seguros Sucre agreed to retain Insurance Broker's MOD policy. The defendant and his co-conspirators agreed to pay bribes to Ribas and another Seguros Sucre official in exchange for the business from Seguros Sucre.

In or around May 2014, after Seguros Sucre agreed to maintain Insurance Broker's MOD policy, Insurance Broker approved Introducer Company as a third-party introducer. Insurance

Broker approved the payment of any commissions to Introducer Company's Panama bank account given that Introducer Company was a Panama-registered company. In or around September 2014, Insurance Broker and Introducer Company reached an agreement whereby Insurance Broker agreed to pay Introducer Company \$1.8 million commission for the MOD 2013 through 2014 reinsurance contract and an 8% commission to Introducer Company on the MOD 2014 through 2015 reinsurance contract. The commission payments, however, were not made to Introducer Company's approved Panama bank account. Rather, at Gomez's and Heinert's request and with the defendant's approval, the \$10.8 million in commissions from Insurance Broker to Introducer Company were paid to accounts in the United States, Panama, and Switzerland that were not held in Introducer Company's name.

For example, on or about June 4, 2014, with the help of a financial advisor who was also a co-conspirator in the illegal bribery scheme and money laundering scheme ("Financial Advisor"), Gomez opened a bank account in Switzerland ("Intermediary Company 1 brokerage account"), which he and Heinert used to receive Introducer Company's commissions from Insurance Broker as approved by the defendant. Specifically, from on or about October 2, 2014 to on or about October 28, 2016, the defendant caused a U.S. bank account held by Insurance Broker's Colombian-based subsidiary to make at least eleven wire transfers totaling at least approximately \$6,510,735 to the Intermediary Company 1 brokerage account. These payments were Introducer Company's commissions from the reinsurance policies with Seguros Sucre to insure MOD and other state-owned entities of Ecuador. The defendant and his co-conspirators agreed that a portion of the commissions Introducer Company received would be passed to Ribas, who the defendant knew to be an Ecuadorian government official, in exchange for Ribas using his official position to secure an improper advantage in order to assist the Introducer Company, Gomez, and Heinert in obtaining and retaining business for Insurance Broker and

Introducer Company from Seguros Sucre.

In connection with the request of Gomez and Heinert that the commissions be paid to Intermediary Company 1 instead of Introducer Company, the defendant and Gomez, in or around February 2015, caused to be created a false, backdated contract between Insurance Broker's Colombian-based subsidiary and Intermediary Company 1, signed by the defendant, even though Intermediary Company 1 did not provide services to Insurance Broker. The backdated contract was sent to Intermediary Company 1's Swiss bank to justify the payments sent by Insurance Broker to Intermediary Company 1.

The Money Laundering Scheme

Between in or around June 2014 and in or around June 2016, the defendant and his co-conspirators engaged in the following money laundering scheme. Gomez and Heinert, with the aid of Financial Advisor, caused the Intermediary Company 1 brokerage account, which was funded almost exclusively with Insurance Broker commission payments to Introducer Company, to transfer at least approximately \$682,000 in cash and \$1,975,000 worth of securities (\$2,657,000 total value) to a bank account in Switzerland held by a nominee company for the benefit of Ribas ("Intermediary Company 2 brokerage account"). All but one of these transfers were made through U.S.-based accounts held by a Cayman Islands company ("Intermediary Company 3").

Through its Swiss-based brokerage account, Intermediary Company 2 laundered a portion of the approximately \$2,657,000 it received through Intermediary Company 3 to U.S.-based accounts controlled by Ribas, including at least approximately \$450,000 into U.S.-based accounts held by Ribas and at least approximately \$254,000 into U.S.-based accounts held jointly by Ribas and Ribas's relatives.

Separately, on or about December 18, 2014, the defendant and his co-conspirators also

caused to be laundered approximately \$300,000 of Insurance Broker commission payments received by the Intermediary Company 1 brokerage account through Intermediary Company 3 to a U.S.-based bank account held in Ribas's name.

Additionally, the defendant agreed to be reimbursed by Gomez and Heinert for bribes the defendant paid to a second Seguros Sucre official. In order to effectuate the reimbursement in or around May and June 2016, after receiving Insurance Broker commission payments into the Intermediary Company 1 brokerage account, Gomez and Heinert, aided by Financial Advisor, laundered approximately \$200,000 via a third-party account to reimburse the defendant for those bribes.

The defendant had at least one meeting with each of Ribas, Gomez, and Heinert in Miami, Florida to discuss the illegal bribery scheme and money laundering scheme. The defendant was also aware that Financial Advisor was participating in the illegal scheme. The defendant also communicated via email with his co-conspirators about the bribe funds and their distribution.

The defendant, knowing that his conduct was wrong and unlawful, conducted, attempted to conduct, and caused to be conducted various financial transactions involving interstate and foreign commerce, including using U.S. bank accounts, knowing that the property involved in the transactions represented the proceeds of the illegal bribery scheme, and acting with the intent to conceal and disguise the true nature, source, location, ownership, and control of the proceeds of the illegal bribery scheme.

The preceding statement is a summary, made for the purpose of providing the Court with a factual basis for the defendant's guilty plea to the charge against him. It does not include all the facts known to the defendant concerning criminal activity in which the defendant and others engaged. The defendant makes this statement knowingly and voluntarily and because he is in

fact guilty of the crime charged.

Date: 7/31/2020

By: [Signature]
KATHERINE RAUT
ALEX KRAMER
LA'NESE CLARKE TRIAL ATTORNEYS

Date: June 15, 2020

By: [Signature]
FERNANDO TAMAYO, ESQ.
KENDALL COFFEY, ESQ.
ATTORNEYS FOR DEFENDANT

Date: June 15/2020

By: [Signature]
FELIPE MONCALEANO BOTERO
DEFENDANT