



U.S. Department of Justice

*United States Attorney
Western District of Pennsylvania*

*Joseph F. Weis, Jr. U.S. Courthouse
700 Grant Street
Suite 4000
Pittsburgh, Pennsylvania 15219*

412/644-3500

September 10, 2026

Gary Gerson, Esquire
304 Ross Street
Suite 600
Pittsburgh, PA 15219

Re: United States of America v.
Ardit Kutleshi
Criminal No. 24-248

Dear Mr. Gerson:

This letter sets forth the agreement by which your client, Ardit Kutleshi, will enter a plea of guilty in the above-captioned case. The letter represents the full and complete agreement between Ardit Kutleshi and the United States Attorney for the Western District of Pennsylvania. The agreement does not apply to or bind any other federal, state, or local prosecuting authority.

Upon entering a plea of guilty, Ardit Kutleshi will be sentenced under the Sentencing Reform Act, 18 U.S.C. § 3551, et seq. and 28 U.S.C. § 991, et seq. The Sentencing Guidelines promulgated by the United States Sentencing Commission will be considered by the Court in imposing sentence. The facts relevant to sentencing shall be determined initially by the United States Probation Office and finally by the United States District Court by a preponderance of the evidence.

- A. The defendant, Ardit Kutleshi, agrees to the following:
1. The defendant will enter a plea of guilty to Count One and Count Six of the Indictment at Criminal No. 24-248, charging the defendant with violating 18 U.S.C. §§ 1956(h) and 1028A, pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

**LIMITED OFFICIAL
USE**

2. The defendant acknowledges the defendant's responsibility for the conduct charged in Counts Two, Three, Four, and Five of the Indictment at Criminal No. 24-248 and stipulates that the conduct charged in those Counts may be considered by the Probation Office or by the Court in calculating the guideline range and in imposing sentence.
3. The defendant will pay mandatory restitution under 18 U.S.C. §§ 3663A and 3664, to the victims and/or other persons or parties authorized by law in such amounts as the Court shall direct. The amount of restitution may not necessarily be the same as the amount of loss for the purpose of determining the offense level under the Sentencing Guidelines.
4. The defendant agrees that restitution and any other financial obligations imposed by the Court are due and payable immediately after the judgment is entered, and subject to immediate enforcement, in full, by the United States. If the Court imposes a schedule of payments, the defendant agrees that the schedule of payments is a schedule of the minimum payments due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full.

Upon request of the United States, the defendant agrees to provide all information regarding the defendant's income, assets and financial status, and that of the defendant's household. If requested, the defendant agrees to submit to an interview and/or deposition as to these matters and to undergo a polygraph examination. Upon request, the defendant agrees to complete a sworn financial statement and to provide all documents under the defendant's possession or control regarding the defendant's financial resources. The defendant authorizes the United States to obtain a credit report pertaining to the defendant.

5. The defendant will immediately notify the Court and the United States of any improvement in the defendant's economic circumstances that might increase the defendant's ability to pay restitution and that occurs from the date of this agreement until the completion of the defendant's sentence, including any term of supervised release.
6. The defendant will voluntarily forfeit to the United States all property subject to forfeiture under 18 U.S.C. § 982(a)(2)(B), including but not limited to the following: all monies, funds, and credits associated with:
 - (a) Payward Ventures/Kraken Account Number AA74 N84G OXAW R4AA that is controlled by Ardit Kutleshi, and associated with Ardit Kutleshi's Kosovan Passport number ending in 7402;
 - (b) Exodus Account that includes a wallet with BTC address: bc1qlf654xc6c53z23uh23xjep9jtd34967mfc17m6;

- (c) Coinomi Account that includes a wallet with BTC address: bc1qsmc3ugc8ch4g9uc7ur9ppz4dff2aqv4g0u9pd3;
 - (d) Coinpayments Account Number 3411423 that is associated with Ardit Kutleshi's Driver's License ending in 9652 and Ardit Kutleshi's date of birth of August 28, XXXX;
 - (e) Nest Services LTD/Binance Account Number 463142344 that is controlled by Ardit Kutleshi and associated with Ardit Kutleshi's Kosovan Passport number ending in 7402;
 - (f) Nest Services LTD/Binance Account Number 865028447 that received funds from wallet with BTC address: 1GK4jjTrg8ddKmn3yvoTjxJW57UKMQGwtJ); and
 - (g) Wallet with BTC address: 1AziRgPoKEBfBRnDZ9LXsfUUwpMRNZEfQ1.
7. The defendant acknowledges that the above-described property is presently the subject of a criminal forfeiture action at the above-captioned criminal case number, that the property is properly forfeitable to the United States, and the defendant herewith voluntarily consents to the Court entering an order of forfeiture of said property to the United States.
 8. The defendant agrees that the United States is not limited to forfeiture of the property described above. 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 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 and pursuant to 21 U.S.C. § 853(p) 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.
 9. The defendant hereby agrees that all of the computers, computer media, computer peripherals, and electronic devices, including: 1) one iPhone 16 Pro Max, IMEI:359222384700040, bearing SN D3QMN6PGVL; 2) one HP laptop computer (CND9166DB8); 3) one desktop computer (P000007519030913); and 4) three external storage devices (8GB USB,

“Sherreti” USB, and Samsung SSD-Disk (S5GXNF0W629071J), which were seized from the defendant on or about December 12, 2024, and which are currently in the custody and/or control of the United States, were properly seized by law enforcement. The defendant agrees that such items were subject to lawful seizure, and that no defense exists to the seizure of that property. As such, the defendant hereby relinquishes all claim, title, and interest the defendant has in the above-stated property to the United States of America and agrees not to seek return of property pursuant to Rule 41 of the Federal Rules of Criminal Procedure or any other legal authority.

10. If the Court imposes a fine or restitution as part of a sentence of incarceration, Ardit Kutleshi agrees to participate in the United States Bureau of Prisons’ Inmate Financial Responsibility Program, through which 50% of the defendant’s prison salary will be applied to pay the fine or restitution.
11. At the time Ardit Kutleshi enters a plea of guilty, the defendant will deposit a special assessment of \$200.00 in the form of cash, check, or money order payable to “Clerk, U.S. District Court.” In the event that sentence is not ultimately imposed, the special assessment deposit will be returned.
12. Ardit Kutleshi agrees to consent to removal from the United States following completion of the defendant’s sentence, to waive rights relating to any and all forms of relief from removal or exclusion, to abandon any pending applications for such relief, and to cooperate with the U.S. Department of Homeland Security during removal proceedings.
13. Ardit Kutleshi recognizes 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. Removal and other immigration consequences, including denaturalization if the defendant is a naturalized citizen, are the subject of a separate proceeding, however, and 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. Defendant nevertheless affirms that the defendant wants to plead guilty regardless of any immigration consequences that the defendant’s plea may entail, even if the consequence is the defendant’s automatic removal from the United States.
14. Ardit Kutleshi waives any former jeopardy or double jeopardy claims the defendant may have in or as a result of any related civil or administrative actions.
15. Ardit Kutleshi waives the right to take a direct appeal from the defendant’s conviction or sentence under 28 U.S.C. § 1291 or 18 U.S.C. § 3742, subject to the following exceptions:

- (a) If the United States appeals the sentence, Ardit Kutleshi may take a direct appeal from the sentence.
- (b) If (1) the sentence exceeds the applicable statutory limits set forth in the United States Code, or (2) the sentence unreasonably exceeds the guideline range determined by the Court under the Sentencing Guidelines, Ardit Kutleshi may take a direct appeal from the sentence.

Defendant further waives the right to file a motion to vacate sentence under 28 U.S.C. § 2255, attacking the defendant's conviction or sentence and the right to file any other collateral proceeding attacking the defendant's conviction or sentence.

Nothing in the foregoing waivers of rights shall preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum, if otherwise permitted by law. The defendant understands that the government retains its right to oppose any such claim on procedural or substantive grounds.

- 16. In the event the judgment of conviction and sentence entered as a result of this plea agreement does not remain in full force and effect for any reason, the government may reinstate any charges dismissed or reduced pursuant to this plea agreement. In the event of reinstatement, the defendant waives any claim of double jeopardy, statute of limitations, speedy trial, or similar objections to any count reinstated.

B. In consideration of and entirely contingent upon the provisions of Parts A and C of this agreement, the United States Attorney for the Western District of Pennsylvania agrees to the following:

- 1. After the imposition of sentence and pursuant to Rule 11(c)(1)(A), the United States Attorney will move to dismiss the remaining counts of the Indictment at Criminal No. 24-248, without prejudice to their reinstatement if, at any time, Ardit Kutleshi is permitted to withdraw his plea of guilty. In that event, Ardit Kutleshi waives any double jeopardy, statute of limitations, speedy trial, or similar objections to the reinstatement of any count dismissed pursuant to this agreement.
- 2. The United States Attorney retains the right of allocution at the time of sentencing to advise the sentencing Court of the full nature and extent of the involvement of Ardit Kutleshi in the offenses charged in the Indictment and of any other matters relevant to the imposition of a fair and just sentence, including victim impact.

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3. The United States agrees to recommend a two-level downward adjustment for acceptance of responsibility and, pursuant to U.S.S.G. § 3E1.1(b), to move for an additional one-level adjustment. However, if at any time prior to imposition of the sentence, the defendant fails to fully satisfy the criteria set forth in U.S.S.G. § 3E1.1 or acts in a manner inconsistent with acceptance of responsibility, the United States will not make or, if already made, will withdraw this recommendation and/or motion.
4. The United States Attorney will take any position he deems appropriate in the course of any appeals of the sentence or in response to any post-sentence motions.

C. Ardit Kutleshi and the United States Attorney further understand and agree to the following:

1. The penalty that may be imposed upon Ardit Kutleshi is:
 - (a) A term of imprisonment of not more than twenty (20) years at Count One and a term of imprisonment of two (2) years at Count Six, to run consecutively to any term of imprisonment imposed at Count One;
 - (b) At Count One, a fine of not more than \$500,000 or twice the value of the property involved in the transaction, whichever is greater, and at Count Six, a fine of \$250,000 or an alternative fine in an amount not more than the greater of twice the gross pecuniary gain to any person or twice the pecuniary loss to any person other than the defendant, unless the imposition of this alternative fine would unduly complicate or prolong the sentencing process;
 - (c) A term of supervised release of not more than three (3) years at each of Counts One and Six;
 - (d) A special assessment under 18 U.S.C. § 3013 of \$100.00 at each of Counts One and Six; and
 - (e) Mandatory restitution at each of Counts One and Six under 18 U.S.C. §§ 3663A and 3664.
2. The Court shall determine the victims and/or other persons or parties who will receive restitution as authorized by law.
3. The Court is not limited to ordering restitution to the victims of the offenses of conviction but may order that restitution be paid to the victims of the defendant's criminal conduct charged in all counts of the Indictment.

4. The parties stipulate that for the purpose of determining the applicable offense level pursuant to USSG § 2B1.1(b)(1) of the Sentencing Guidelines, the loss amount attributed to Ardit Kutleshi is more than \$250,000 but less than \$550,000. This stipulation represents the parties' best understanding of the loss amount based upon the information available as of the date of this agreement. This stipulation is not binding on the Court and does not preclude the parties from bringing to the attention of the United States Probation Office or the Court any information not within their knowledge at the time this agreement is executed.
5. The parties agree that Ardit Kutleshi's base offense level is seven (7) pursuant to USSG § 2S1.1(a)(1). The parties agree that the base offense level should be raised by twelve (12) levels pursuant to § 2B1.1(b)(1)(G) (loss amount). The parties further agree that the offense level should be raised by an additional two (2) levels pursuant to § 2S1.1(b)(2)(B) (conviction under 18 U.S.C. § 1956), an additional two (2) levels pursuant to § 2B1.1(b)(2)(A) (10 or more victims), an additional two (2) levels pursuant to § 2B1.1(b)(4) (receiving or selling stolen property), and an additional two (2) levels pursuant to § 2B1.1(b)(10) (substantial part of fraud scheme committed outside of the United States).
6. The parties understand that the application of Section 2B2.1(b)(11) of the Sentencing Guidelines to the defendant's offense level will be the subject of litigation at the time of sentencing.
7. Thus, the parties agree that subject to the terms of paragraph B.3 of this agreement related to acceptance of responsibility, Ardit Kutleshi's overall offense level under the Sentencing Guidelines is 29 if Section 2B2.1(b)(11) is applied and 27 if Section 2B2.1(b)(11) is not applied. The defendant agrees to waive any right to argue at sentencing or on appeal that any other provision of the Sentencing Guidelines, or policy statement or sentencing factor, does or does not apply other than USSG § 4C1.1(a), as referenced below, and 2B2.1(b)(11), as referenced above.
8. The parties agree that the overall offense level of 29 or 27 (depending on whether 2B2.1(b)(11) is applied) does not include any adjustment that may be applied if the Court determines that Ardit Kutleshi meets all criteria pursuant to USSG § 4C1.1(a).

The above agreements, as set forth in paragraphs C.5, C.7, and C.8 are not binding on the Court.

9. The parties agree that the willful failure to pay any fine imposed by the Court may be treated as a breach of this plea agreement. Ardit Kutleshi acknowledges that the willful failure to pay any fine may subject the

defendant to additional criminal and civil penalties under 18 U.S.C. § 3611 et seq.

10. This agreement does not preclude the United States from pursuing any civil or administrative remedies against Ardit Kutleshi or the defendant's property.
11. The defendant agrees, as conditions of this Plea Agreement, not to (i) commit any additional federal, state, or local crime; (ii) violate any condition of release; (iii) fail to appear for sentencing; (iv) provide information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or (v) otherwise breach this Plea Agreement.

If the defendant acts contrary to any of the conditions set forth in the above paragraph at any time between the signing of this Plea Agreement and sentencing, the United States will be released from its obligations under this Plea Agreement. In that circumstance, the United States may seek, and the Court may impose, a longer term of imprisonment, a longer term of supervised release, and/or a larger fine than agreed upon. The defendant will remain bound by the terms of this Plea Agreement and will not be allowed to move to withdraw his plea of guilty. The United States may also reinstate previously dismissed or reduced charges, and/or pursue additional charges against the defendant. The defendant waives any claim of double jeopardy, statute of limitations, speedy trial, or similar objections to any count reinstated.

Any alleged breach of this Plea Agreement shall be determined by agreement of the parties or by the Court. If determined by the Court, a breach of this Plea Agreement shall be established by a preponderance of the evidence.

12. The parties agree that, although charges are to be dismissed pursuant to this agreement, Ardit Kutleshi is not a prevailing party for the purpose of seeking attorney fees or other litigation expenses under Pub. L. No. 105-119, § 617 (Nov. 26, 1997) (known as the Hyde Amendment). Ardit Kutleshi waives any right to recover attorney fees or other litigation expenses under the Hyde Amendment.
13. Pursuant to the Standing Order of the United States District Court dated May 31, 2017, all plea letters shall include a sealed Supplement. The sealed Supplement to this plea letter is part of the agreement between the parties hereto.

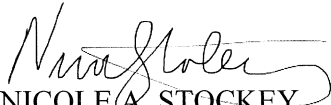
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This letter sets forth the full and complete terms and conditions of the agreement between Ardit Kutleshi and the United States Attorney for the Western District of Pennsylvania, and there are no other agreements, promises, terms or conditions, express or implied.

Very truly yours,

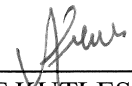


TROY RIVETTI
United States Attorney



NICOLE A. STOCKEY
Assistant United States Attorney

I have received this letter from my attorney, Gary Gerson, Esquire, have read it and discussed it with him, and I understand the terms of the Agreement. I hereby voluntarily accept it and acknowledge that it fully sets forth my agreement with the Office of the United States Attorney for the Western District of Pennsylvania. I affirm that there have been no additional promises or representations made to me by any agents or officials of the United States in connection with this matter.

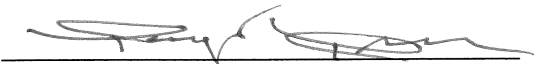


ARDIT KUTLESHI

22.09.2026

Date

Witnessed by:



GARY GERSON, ESQUIRE
Counsel for Ardit Kutleshi