

U.S. DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
**FILED**

DEC 21 2011

IN OPEN COURT  
JAMES W. McCORMACK, CLERK  
BY: \_\_\_\_\_  
DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS

UNITED STATES OF AMERICA            )  
  )  
v.    )    No. 4:11CR00209-01 JMM  
  )  
SEDRICK TRICE, aka BINKY, aka B        )

**PLEA AGREEMENT**

The United States Attorney for the Eastern District of Arkansas, Christopher R. Thyer, by and through Julie E. Peters and Benecia B. Moore, Assistant United States Attorneys, and SEDRICK TRICE, defendant, represented by the undersigned counsel, hereby agree to the following terms and conditions in connection with the above referenced proceedings.

1.     **GUILTY PLEA:** The defendant will enter a plea of guilty to conspiracy to possess with intent to distribute and to distribute in excess of 5 kilograms of a mixture and substance containing cocaine, a violation of Title 21, United States Code, Section 846, as set forth in Count One of the Indictment; and a plea of guilty to possession of a firearm in furtherance of a drug trafficking crime, a violation of Title 18, United States Code, Section 924(c), as set forth in Count Six of the Indictment. The United States agrees to move for dismissal of the remaining counts against the defendant in this matter (Counts Two, Three, Four, Five, Eight, Nine, Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, Eighteen, and Nineteen) upon acceptance of the guilty plea. This is a plea agreement under Federal Rule of Criminal Procedure 11(c)(1)(C) as set out in paragraph 5.

2.     **ELEMENTS OF THE CRIME:** The parties agree the elements of the offenses to which the defendant will plead guilty are:

As to Count One (Conspiracy to Distribute and Possess with Intent to Distribute a Controlled Substance):

- A. *One*, two or more persons reached an agreement or came to an understanding to possess with intent to distribute and to distribute a controlled substance;
- B. *Two*, the defendant voluntarily and intentionally joined the agreement or understanding, either at the time it was first reached or at some later time while it was still in effect; and,
- C. *Three*, at the time the defendant joined in the agreement or understanding, he knew the purpose of the agreement or understanding.

As to Count Six (Possession of a Firearm in Connection with a Drug Trafficking Offense):

- A. *One*, the defendant committed the crime of conspiracy to possess with intent to distribute and to distribute a controlled substance;
- B. *Two*, the defendant knowingly possessed a firearm in furtherance of that crime.

The defendant agrees that he is guilty of the offenses charged and each of these elements is true.

3. **PENALTIES:**

A. **STATUTORY PENALTIES:** The maximum penalty for the charge set forth in Count One is not less than ten years imprisonment and up to life imprisonment, not less than five years and up to life supervised release, and a \$100 special assessment. The maximum penalty for the charge set forth in Count Six is not less than five years imprisonment (to be served consecutively to any term of imprisonment imposed for Count One) and up to life

imprisonment, not less than five years and up to life supervised release, and a \$100 special assessment.

B. SUPERVISED RELEASE: Supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, the defendant may be returned to prison for all or part of the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

4. WAIVERS: The defendant acknowledges that he has been advised of and fully understands the nature of the charges to which the plea is offered, the mandatory minimum penalty provided by law, if any, and the maximum possible penalty provided by law. The defendant further understands that by entering into this Agreement and Addendum, he is waiving certain constitutional rights, including, without limitation, the following:

A. The right to plead not guilty or to persist in that plea if it has already been made, and the right to a speedy and public trial before a jury;

B. The right to be presumed innocent and to have the burden of proof placed on the United States to establish guilt beyond a reasonable doubt;

C. The right to confront and cross examine witnesses;

D. The right to testify in his own behalf if the defendant so chooses, or, the right to remain silent and not be compelled to testify, and to have that choice not used against the defendant;

E. The right to call witnesses and to require those witnesses to appear by issuing subpoenas.

5. **STIPULATIONS:** The United States and the defendant stipulate to the following:

A. As to Count One, the parties agree that the base offense level is 36 pursuant to U.S.S.G. § 2D1.1(c)(2), because the quantity of cocaine attributable to the defendant is at least 50 kilograms but less than 150 kilograms of cocaine.

B. As to Count One, the parties agree that pursuant to U.S.S.G. § 2K2.4 Application Note 4, defendant's offense level is not increased pursuant to U.S.S.G. § 2D1.1(b)(1) (two levels because a dangerous weapon was possessed), because defendant is pleading guilty to a violation of Title 18, United States Code, Section 924(c).

C. As to Count One, the parties agree that the base offense level is increased by four levels pursuant to U.S.S.G. § 3B1.1(a), because the defendant was an organizer or leader of a criminal activity that involved five or more participants or was otherwise extensive.

D. As to Count Six, the parties agree that pursuant to U.S.S.G. § 2K2.4(b), the guideline sentence is the minimum term of imprisonment required by statute, unless defendant is determined to be a Career Offender under U.S.S.G. § 4B1.1. If defendant is determined to be a Career Offender under U.S.S.G. § 4B1.1, then pursuant to U.S.S.G. § 2K2.4(c) and § 4B1.1(c)(2)(A), the guideline range shall be the guideline range that results by adding the mandatory minimum consecutive penalty required by 18 U.S.C. § 924(c) to the minimum and the maximum of the otherwise applicable guideline range determined for Count One.

E. The defendant is eligible for a 2 point reduction for acceptance of responsibility unless the defendant takes any action between the entry of the guilty plea and imposition of the sentence that is inconsistent with acceptance of responsibility. If the offense

level is 16 or greater, the determination of whether the defendant is eligible for a third point reduction for acceptance of responsibility will be made by the United States at the time of sentencing.

F. The parties stipulate that no other enhancements or reductions under Section 2D1.1 or Chapter 3 of the Guidelines apply.

G. The government agrees not to file an information against defendant pursuant to Title 21, United States Code, Section 851, seeking enhancement of defendant's sentence on the basis of a prior conviction for a felony drug offense.

H. The government agrees to recommend that defendant's sentence in this case run concurrent with defendant's sentence in Phillips County Circuit Court Case No. 2004-011, which was affirmed by the Arkansas Court of Appeals on October 8, 2008.

I. The defendant agrees that the following facts are true: Beginning no later than January 2010, SEDRICK TRICE, aka BINKY, aka B, distributed large quantities of cocaine, crack cocaine, marijuana, and other controlled substances in Phillips County, Arkansas, as well as other counties in the Eastern District of Arkansas; Clarksdale, Mississippi; Memphis, Tennessee; and elsewhere. TRICE, working with Leon Edwards, regularly obtained quantities of cocaine and crack cocaine, marijuana, and other controlled substances from suppliers to be distributed in the Helena-West Helena area. Specifically, TRICE and Leon Edwards obtained per transaction: half-kilogram and greater quantities of cocaine from Demetrius Colbert, aka D-Coop; half-kilogram and greater quantities of cocaine from Andre Roddy, aka Lil Bart; four and a half ounce quantities of cocaine from Laterick Ezell; and quarter-kilogram quantities of cocaine from Milton Johnson, aka Bump; as well as other suppliers; sometimes negotiating for larger quantities than they purchased. TRICE obtained cocaine from Andre Roddy, aka Lil Bart,

through the assistance of Robert Bennett, aka RO, and Andrinov Dixon, aka Dion. TRICE and Leon Edwards obtained marijuana from a supplier in California.

TRICE, and others on his and Leon Edwards's behalf, stored, prepared for distribution, and distributed cocaine, crack cocaine, marijuana, and other controlled substances in locations throughout Helena-West Helena, Arkansas, and elsewhere, including: AC Customs, located at Highway 49 and Business 49, across the intersection from Eliza Miller Junior High School; the residence of Jesse Brewer, aka Jess, at 328 Desoto Street, known as The Projects; the residence of Donny Mitchell, aka the Mechanic, and Willi Mitchell, at 203 Jordan Street, known as The Mechanic's House; the residence of Russell Taylor, aka Juicy, at 214 Jane Street, known as Jane Street; TRICE's residence at 222 Jane Street; and/or in rooms rented at area motels in Helena-West Helena. TRICE cooked cocaine into crack cocaine at least twice a week and sometimes twice a day, usually in 21 gram or ounce quantities.

Neteisha Barefield, aka Titi; Jessie Brewer, aka Jess; Jeremy Glass, aka Pee Wee; Nicholas Harvey, aka Duke; Galvin Henderson, aka Cheeseburger, aka Cheese; Donny Mitchell, aka the Mechanic; Willi Mitchell; Russell Taylor, aka Juicy; and Chester Thornton, aka Nut, among others, assisted TRICE and Leon Edwards by: storing, transporting, and delivering cocaine, crack cocaine, marijuana, and other controlled substances; storing, transporting, and delivering drug paraphernalia to include cutting agents, scales, and equipment used for the conversion of powder cocaine into crack cocaine; obtaining, storing and delivering weapons including a Commando 45 referred to as the "Tommy Gun," AK-47 type rifles, Glock .40 caliber pistols, and model AR-15 type rifles; acting as a "middle-man" for drug transactions and collecting drug proceeds; and/or serving as look-outs for law enforcement activity and providing intelligence concerning law enforcement activity to TRICE and Leon Edwards.

TRICE and Leon Edwards supplied quantities of cocaine, crack cocaine, marijuana, and other controlled substances, on a repeat basis to several customers and middle-men, including: Aron Burns Jr.; Clifton Graves, aka Cliff; Sedrick Hall, aka Sed; Albin Dion Henderson; Charles Hunter; Lester Martin, aka Vale; Antonio Rattler, aka Sam; Tanaderus Rattler, aka Tan; James Robinson; Marlon Sheard, aka Shorty; Tramaine Simon, aka Kocaine Krazy, aka SS Boy; Ed Sims; Houston Alford Stackhouse, aka Big Al; Kendall Starks; Michael Wayne Webb; Dempsey Word, aka Demp; Demond McKinney, aka Marcus, aka G-Money, and other customers. TRICE and Leon Edwards were aware that some of these customers acted as middle-men or redistributed the drugs to other individuals.

TRICE possessed a Glock model 22, .40 caliber pistol, serial number CNW712, for the purpose of protecting his drug dealing. After the Arkansas State Police seized the loaded Glock model 22, .40 caliber pistol, serial number CNW712, on March 8, 2011, from TRICE and Nicholas Harvey, aka Duke, then on March 11, 2011, Neteisha Barefield, aka Titi, purchased a Glock model 35, .40 caliber pistol, serial number PBP842, for TRICE at TRICE's request. TRICE later gave this Glock model 35, .40 caliber pistol, serial number PBP842 to Leon Edwards, who gave it to Demetrius Colbert, aka D-Coop.

TRICE and Leon Edwards paid law enforcement officers to protect their illegal drug activities. For example, Winston Dean Jackson, in his capacity as a law enforcement officer, assisted and protected TRICE, Leon Edwards, and their associates in exchange for cash payment by, among other means:

- Ensuring that a warrant related to assault charges against TRICE

disappeared before prosecution could be initiated;

- Representing that he intervened on behalf of TRICE on March 8, 2011, when Arkansas State Police arrested Nicholas Harvey, aka Duke, with crack cocaine and a firearm;
- Warning TRICE and his associates on March 18, 2011, that the police were coming to AC Customs to execute an arrest warrant on an individual at AC Customs, allowing TRICE and his associates to hide the contraband at AC Customs and permitting the individual with the outstanding warrant to flee;
- Attempting to get an individual released from Phillips County on a non-drug related charge at TRICE's request; and
- Advising TRICE and other associates that they should not conduct their illegal drug activities so openly.

TRICE and Leon Edwards used mobile phones to communicate with each other and to facilitate their drug trafficking activities. During the time period of the conspiracy, TRICE used phone number 870-995-9648, and Leon Edwards used phone number 870-995-9661. TRICE and Leon Edwards used these two phones and others to contact their customers, suppliers, associates, such as: Neteisha Barefield, aka Titi, at 870-995-0202; Jesse Brewer, aka Jess, at 870-816-7824; Demetrius Colbert, aka D-Coop, at 870-821-1821; Laterick Ezell, at 870-995-9299; Clifton Graves, at 870-816-5245; Albin Dion Henderson, aka D, at 870-995-6001; Galvin Henderson, aka Cheeseburger, aka Cheese, at 870-995-8522; Charles Hunter, at 870-995-7180; Donny Mitchell, aka The Mechanic, at 870-228-2783; Willie Mitchell, at 870-816-7845; Antonio Rattler, aka Sam, at 870-816-0514; James Robinson, at 870-540-6872; Andre Roddy, aka Lil Bart, at 501-265-9521; Marlon Sheard, aka Shorty, at 870-816-4341; Tremaine Simon, aka Kocaine Krazy, aka SS Boy, at 662-902-2183; Houston Alford Stackhouse, aka Big Al, at



870-995-2966; Russell Taylor, aka Juicy, at 870-816-8717; Chester Thornton, aka Nut, at 870-816-6823; Torrence Turner, aka Hot Shot, at 870-821-0723; Jarvis Washington, at 870-995-6474; Dempsey Word, aka Demp, at 870-995-4114; and Demond McKinney, aka G-Money, at 870-816-6129.

TRICE, Leon Edwards, and their customers, suppliers, and associates hid their drug trafficking activity by using coded language. TRICE, Leon Edwards, and their customers, suppliers, and associates used terms including the following: hard (crack cocaine), soft (cocaine powder), motor (a kilogram of cocaine), brick (kilogram of cocaine); three-quarter chicken (three-quarters of a kilogram of cocaine), eighteen miles (half-kilogram of cocaine), nine-piece chicken or nine-piece chicken dinner (nine ounces of cocaine), four-way (four and a half ounces of cocaine), Biggie Small CD (four and a half ounces of cocaine), big eight (four and a half ounces); "O" (ounce), quaker (quarter-ounce), quail (quarter-ounce), ball (3.5 grams), basket (3.5 grams), fifth wheel and wheel and popcorn (mid-grade marijuana), purp and dro and drizzle (hydroponic marijuana), apples (loracet), football (xanax), bars (xanax).

J. The parties will jointly request that the Court sentence the defendant to a term of imprisonment of forty years pursuant to Federal Rules of Procedure, Rule 11(c)(1)(C). Under this Rule, if the court accepts the plea, the court is bound by the parties' recommendation for sentence.

The defendant understands that the Court has discretion not to accept the stipulations and not to accept the defendant's plea under these terms. If the Court accepts and imposes the agreed term of incarceration set forth, the defendant may not withdraw this plea. If, however, the Court refuses to impose the agreed term of incarceration set forth herein, thereby rejecting the Plea

Agreement, or otherwise refuses to accept the defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound thereto.

6. **SENTENCING GUIDELINES:** It is specifically understood by the defendant that the Sentencing Guidelines are not mandatory but are advisory, and that the Court is to consult them in determining the appropriate sentence. The defendant understands that the determination of the applicability of the Guidelines and of the appropriate sentence will be made by the Court. The defendant is aware that any estimate of the probable sentencing range under the Sentencing Guidelines that the defendant may have received from the defendant's counsel, the United States, or the Probation Office, is merely a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court.

7. **ALLOCUTION:** The United States reserves the right to bring any and all facts which it believes are appropriate to the attention of the Court.

8. **COOPERATION IN THE SENTENCING PROCESS:**

A. The defendant agrees to truthfully provide all information to the Probation Office as is needed for preparation of the pre-sentence report, including, but not limited to, criminal history information. The defendant shall voluntarily provide a complete and truthful written accounting of the defendant's criminal history to the Probation Office.

B. The defendant agrees to execute all waivers necessary for the preparation of the pre-sentence report.

C. The defendant understands and acknowledges that the defendant's obligation of disclosure regarding criminal history is not limited to arrests and convictions reported in computer databases, but requires the defendant to disclose all arrests and/or

convictions, including any juvenile matters, regardless of whether the defendant believes the arrest/conviction counts under the Sentencing Guidelines.

D. The defendant is required to comply with these obligations no later than the expiration of the date on which objections to the pre-sentence report are due.

9. **FINANCIAL MATTERS:**

A. **FINANCIAL STATEMENT:** The defendant agrees to fully and truthfully complete a Financial Statement provided by the United States Probation Office.

B. **FINES:** The defendant understands that unless the Court determines that the defendant is financially unable to pay a fine, the Court must impose a fine pursuant to the Sentencing Reform Act of 1984.

C. **SPECIAL PENALTY ASSESSMENT:** The defendant agrees to pay to the United States a special assessment of \$100.00 per count, as required by Title 18, United States Code, Section 3013. This special assessment is to be paid by bank cashier's check or money order as directed by the Court. Cashier's checks or money orders should be made payable to "Clerk, United States District Court."

D. **RESTITUTION:** The parties also state that restitution is not applicable, and that there are not victims who are due restitution from the defendant.

10. **DOUBLE JEOPARDY AND SUCCESSIVE PROSECUTION:** The United States Attorney for the Eastern District of Arkansas will bring no further charges against the defendant for any acts or conduct arising out of the events described in the Indictment, which is the subject of this action, unless the defendant breaches this Agreement and Addendum.

11. **RECORDS:** The defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any

records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. Section 552, or the Privacy Act of 1974, 5 U.S.C. Section 552a.

12. **CIVIL CLAIMS BY THE GOVERNMENT:** Except to the extent otherwise expressly specified herein, this Agreement and Addendum does not bar or compromise any civil or administrative claim pending or that may be made against the defendant, including but not limited to tax matters.

13. **EFFECT OF DEFENDANT'S BREACH OF PLEA AGREEMENT AND ADDENDUM:**

A. Defendant acknowledges and understands that if the defendant violates any term of this Agreement and Addendum, engages in any further criminal activity prior to sentencing, or fails to appear for any subsequent proceeding including sentencing, the United States shall have, in addition to all other rights and remedies otherwise available, the right to:

- (1) terminate this Agreement and Addendum; or
- (2) proceed with this Agreement and Addendum and
  - (a) deny any and all benefits to which the defendant would otherwise be entitled under the terms of this Agreement and Addendum; and/or
  - (b) advocate for any sentencing enhancement that may be appropriate.

B. In the event the United States elects to terminate this Agreement and Addendum, the United States shall be released from any and all obligations hereunder. The defendant acknowledges and understands that the agreement of the United States to dismiss any

charge is conditioned upon final resolution of this matter. If this Agreement and Addendum is terminated or if the defendant's conviction ultimately is overturned, then the United States retains the right to reinstate any and all dismissed charges and to file any and all charges which were not filed because of this Agreement and Addendum.

C. The defendant hereby knowingly and voluntarily waives any defense based upon the applicable statute of limitations and/or the Speedy Trial Act, for any charges reinstated or otherwise filed against the defendant as a result of defendant's breach of this Agreement and Addendum, so long as the United States initiates any otherwise time barred action within one year of termination or revocation of this Agreement and Addendum.

D. In the event that the Agreement and Addendum is terminated or if the defendant successfully moves to withdraw their plea, any statement made by the defendant in negotiation of, or in reliance on this Agreement and Addendum:

(1) may be used to cross examine the defendant should he testify in any subsequent proceeding; and/or

(2) any leads derived therefrom may be used by the United States.

The defendant waives any and all rights to the contrary and shall assert no claim under the United States Constitution, any statute, or any rule of procedure or evidence to the contrary.

14. **PARTIES:** This Agreement and Addendum is binding only upon the United States Attorney's Office for the Eastern District of Arkansas and the defendant. It does not bind any United States Attorney outside the Eastern District of Arkansas, nor does it bind any other federal, state or local prosecuting, administrative, or regulatory authority.

15. **MISCELLANEOUS:**

A. MODIFICATION: No term or provision contained herein may be modified, amended or waived except by express written agreement signed by the party to be bound thereby.

B. HEADINGS AND CAPTIONS: Subject headings and captions are included herein for convenience purposes only and shall not affect the interpretation of this Agreement and Addendum.

C. WAIVER: No waiver of a breach of any term or provision of this Agreement and Addendum shall operate or be construed as a waiver of any subsequent breach or limit or restrict any other right or remedy otherwise available. Any waiver must be expressly stated in writing signed by the party to be bound thereby.

D. RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies of the United States expressed herein upon any breach hereunder by the defendant are cumulative and not exclusive of any rights and remedies otherwise available to the United States in the event of any breach of this Agreement and Addendum by defendant.

E. JOINT NEGOTIATION: This Agreement and Addendum has been mutually negotiated by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any party by reason of its drafting of this Agreement and Addendum, but instead shall be interpreted according to the application of the general rules of interpretation for arms length agreements.

16. NO OTHER TERMS: This document and the Addendum completely reflect all promises, agreements and conditions made between the parties, constitute the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties, oral or written, with respect to the subject matter hereof.

17. **APPROVALS AND SIGNATURES:**

A. **DEFENDANT:** The defendant has read this Agreement and Addendum and carefully reviewed every part of it with his attorney. The defendant understands and voluntarily agrees to the terms and condition of this Agreement and Addendum. Further, the defendant has consulted with his attorney and fully understands his rights with respect to the provisions of the United States Sentencing Guidelines which may apply to this case. No other promises or inducements have been made to the defendant, other than those expressly contained in this Agreement and Addendum. In addition, no one has threatened or forced the defendant in any way to enter into this Agreement and Addendum. Defendant further acknowledges that defendant has entered into this Agreement and Addendum, consciously and deliberately, by defendant's free choice, and without duress, undue influence or otherwise being forced or compelled to do so, and this Agreement and Addendum constitutes the legal, valid and binding obligation of the defendant, fully enforceable against defendant in accordance with its terms. Finally, the defendant is satisfied with the representation of his attorney in this case.

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B. DEFENSE COUNSEL: Defense counsel acknowledges that she is the attorney for the defendant, and that she has fully and carefully discussed every part of this Agreement and Addendum with the defendant. Further, defense counsel has fully and carefully advised the defendant of the defendant's rights, of possible defenses, and of the consequences of entering into this Agreement and Addendum, including the possible consequences of not complying with this Agreement and Addendum. To counsel's knowledge, the defendant's decision to enter into this Agreement and Addendum is an informed and voluntary decision.

DATED this 21 day of December, 2011.

CHRISTOPHER R. THYER  
United States Attorney

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