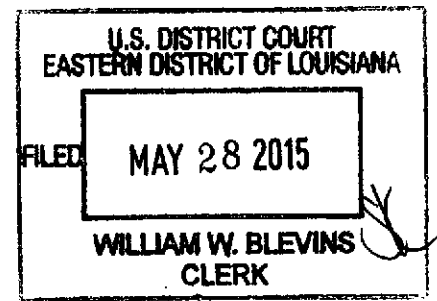




**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA

* **CRIMINAL NO.: 14-86**

v.

* **SECTION: "J"**

GARRY GENTRY

* **VIOLATIONS: 21 USC § 846**

a/k/a "Peter"

*

* * *

FACTUAL BASIS

Had this matter proceeded to trial, the government would have proven beyond a reasonable doubt, through the introduction of relevant, competent, and admissible testimony and other evidence, the following facts to support the allegations against the defendant, **GARRY GENTRY** a/k/a "Peter."

Beginning in or around May 2013, the defendant, **GARRY GENTRY**, combined, conspired, confederated, and agreed with other persons to distribute heroin in the New Orleans area, in that **GENTRY** was introduced by MARLON BARNES to his source of supply for heroin, ANTHONY GIBSON, and began purchasing multi-ounce quantities of heroin from GIBSON in order to distribute it in the New Orleans area. **GENTRY** purchased heroin from GIBSON either by himself or together with BARNES, meeting up with GIBSON near businesses in the New Orleans East neighborhood.

Wire and electronic evidence demonstrate that **GENTRY** used text messaging to coordinate purchases from **GIBSON** in code language. For example, in a text message exchange on November 26, 2013, at around 8:00 p.m., **GENTRY** texted **GIBSON**, "Whats good." **GIBSON** replied, "477-0000," meaning approximately \$47,000.00, or **GIBSON**'s price for a half-kilogram of heroin. **GENTRY** replied, "I'm ready." **GENTRY** then met **GIBSON** and paid him approximately \$44,000.00 in cash for a half-kilogram of heroin. On the following day, **GIBSON** advised by text message that **GENTRY** was "3 racks off," or approximately \$3,000.00 off from the agreed upon amount of \$47,000.00. **GENTRY** replied, "Ima get it right," meaning that he would pay **GIBSON** the difference.

On January 7, 2014, **GENTRY** sent three text messages in a row to **GIBSON**: "Wat up"; "9"; "What that address is"; meaning that **GENTRY** wanted to buy nine (9) ounces of heroin from **GIBSON** and wanted to know what the price ("address") would be. **GIBSON** replied, "2400 conti st," meaning \$24,000.00. **GENTRY** then met **GIBSON** and paid him approximately \$24,000.00 in cash for nine (9) ounces of heroin. In a subsequent text message exchange, on January 12, 2014, **GENTRY** advised **GIBSON** that he was unsatisfied with the potency of heroin he had purchased, by texting: "That last one to weak luv"; "That last house i looked at wasnt all dat thats all ima need better."

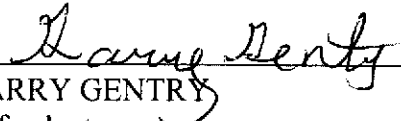
Drug Quantities

The government and the defendant, **GARRY GENTRY**, stipulate and agree that the defendant should be held accountable for at least one kilogram but less than three kilograms of heroin, as this amount of heroin was bought and sold by him within the timeframe of the Indictment.

Limited Nature of Factual Basis

This proffer of evidence is not intended to constitute a complete statement of all facts known by the defendant, **GARRY GENTRY**, but rather is a minimum statement of facts intended to prove the necessary factual predicate for the guilty plea. The limited purpose of this proffer is to demonstrate that there exists a sufficient legal basis for **GENTRY**'s plea of guilty to Count 1 of the Superseding Indictment.

APPROVED AND ACCEPTED:


GARRY GENTRY (date)
Defendant

 5/28/2015
MICHAEL B. REDMANN (date)
Assistant United States Attorney

 5/28/15
WARREN P. MCKENNA, III (date)
Counsel for Defendant