

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

**UNITED STATES OF AMERICA**

**v.**

**STANLEY FULTON**

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

**\* SECTION: "J"**

**\* VIOLATION: 21 USC § 846**

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**\* \* \***

**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, **STANLEY FULTON**.

In or around July 2012, the defendant, **STANLEY FULTON**, together with other co-conspirators, began purchasing kilogram quantities of heroin from **FRED DOUGLAS BROOKS, III**, a/k/a/ "PJ," in exchange for bulk U.S. currency. Wire and electronic evidence show that **FULTON** actively conspired with **BROOKS**, **BROOKS'** couriers, and **BROOKS'** New Orleans area customers to coordinate the delivery of and payment for heroin shipments. On numerous occasions, **BROOKS** directed couriers to deliver heroin to **FULTON** and other area customers in the New Orleans area and to pick up bulk currency payments from them. This continued until in

or around late January 2014, when **FULTON** became **BROOKS**' sole heroin customer in the New Orleans area.

In or around late January 2014, **BROOKS** sent **DAVID HUMPHRIES** a/k/a "Teacher" to **FULTON** in Kenner, Louisiana. **HUMPHRIES** delivered a package of one kilogram of heroin to **FULTON**. Beginning in or around March 2014, **BROOKS** began sending **JERMAINE REYNOLDS** a/k/a "Head" to the New Orleans area to deliver heroin to **FULTON** and pick up bulk currency payments from **FULTON**.

It was agreed between **BROOKS** and **REYNOLDS** that **REYNOLDS** would supply approximately one kilogram of heroin to **FULTON** per delivery, and **FULTON** would pay approximately half of the purchase price upon delivery. **BROOKS** charged **FULTON** approximately \$70,000.00 per kilogram of heroin. As part of his agreement with **BROOKS**, **REYNOLDS** would be paid \$2,500.00 by **FULTON** upon delivery of the heroin. **REYNOLDS** would also keep an additional \$1,000.00 from the bulk currency heroin payment received from **FULTON** at the time of delivery. **REYNOLDS** would also arrange to meet with **FULTON** at a later date to pick up the remaining amount owed on **FULTON**'s outstanding heroin debt to **BROOKS**.

In March 2014, **REYNOLDS**, at **BROOKS**' instruction, traveled from his residence near Gulfport to the Kenner, Louisiana, location of Forward Air, a common carrier shipping company, and picked up a package containing approximately one kilogram of heroin. **REYNOLDS** then contacted **FULTON** and arranged to meet him at a parking lot in the New Orleans area. When they met, **REYNOLDS** transferred the Forward Air package containing heroin to **FULTON**'s vehicle, and **FULTON** handed **REYNOLDS** a paper bag containing approximately \$40,000.00 in bulk currency stuffed inside a sock. **REYNOLDS** then brought the

currency to BROOKS' storage unit in Harahan and left the currency within the unit. Within a few days, BROOKS traveled to New Orleans and met with REYNOLDS to pick up the key for the storage unit and collect the currency.

In or around early April 2014, **FULTON** let REYNOLDS know that he was ready to make a payment on his outstanding heroin debt to BROOKS, and they agreed to meet in the parking lot of a Home Depot in Slidell, Louisiana. When they met, **FULTON** handed REYNOLDS a sock containing bulk currency for BROOKS, plus an additional \$2,500.00 in currency as a delivery fee for REYNOLDS. REYNOLDS then returned to Mississippi. BROOKS told REYNOLDS that he was expecting \$35,000.00 from **FULTON**, but REYNOLDS later counted the money and found it to be approximately \$21,000.00.

In early May 2014, BROOKS instructed REYNOLDS to again travel to Forward Air in Kenner, Louisiana, to pick up a package of heroin. BROOKS indicated that the package contained four-and-a-half kilograms of heroin, and that REYNOLDS was to deliver one kilogram of heroin to **FULTON** and put the remainder in the Harahan storage unit. REYNOLDS picked up the package and brought it to the storage unit. Inside the storage unit, REYNOLDS found a kilogram package of heroin in an opened box. REYNOLDS left the Forward Air box in the unit and delivered the separate kilogram package to **FULTON**. REYNOLDS and **FULTON** agreed to meet in the Lower Ninth Ward neighborhood of New Orleans. During the transaction, REYNOLDS handed the kilogram package of heroin to **FULTON**, and **FULTON** handed REYNOLDS a sock containing approximately \$35,000.00 in currency, plus an additional \$2,500.00 in currency as a delivery fee for REYNOLDS.

Within a few weeks, **FULTON** let REYNOLDS know that he was ready to make another payment on his outstanding heroin debt to BROOKS, and they agreed to meet again in the Lower



Ninth Ward neighborhood of New Orleans. When they met, **FULTON** handed REYNOLDS a sock containing bulk currency for BROOKS, plus an additional \$2,500.00 in currency as a delivery fee for REYNOLDS.

In June 2014, REYNOLDS, at BROOKS' instruction, traveled from the Gulfport area to BROOKS' storage unit in Harahan and picked up one-half kilogram of heroin. REYNOLDS then delivered the heroin to **FULTON** in the New Orleans area and received \$2,500.00 in currency as a delivery fee, but received no payment for the heroin. REYNOLDS subsequently communicated with **FULTON** and agreed to meet him near Flood and Law Streets in New Orleans, where **FULTON** handed REYNOLDS a sock containing approximately \$35,000.00 in currency. REYNOLDS returned to the Gulfport area and brought the currency to his residence in Long Beach. REYNOLDS continued to make deposits into BROOKS' accounts using these monies received from **FULTON** as heroin payments.

On July 1, 2014, agents conducted a lawful search of REYNOLDS' residence located at 8 Thrivent Lane in Long Beach, Mississippi. During the search, agents located \$32,900.00 in currency and several receipts and communications corroborating REYNOLDS' financial transactions using the currency that REYNOLDS had picked up from **FULTON** on behalf of BROOKS.

On July 8, 2014, agents conducted a lawful search of BROOKS' storage unit located at Elmwood Self Storage and Wine Cellar, 1004 S. Clearview Parkway, Harahan, Louisiana, Unit Number 4019. During the search, agents found a cargo container utilized in BROOKS' Forward Air heroin shipments, packaging material, plastic kilogram brick wrappers, and a laundry receipt in REYNOLDS' name with handwritten notes regarding the storage unit.

**Drug Quantities**

The government and the defendant, **STANLEY FULTON**, 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 the defendant within the timeframe of the Superseding Indictment.

**Prior Felony Drug Conviction**

The defendant acknowledges and stipulates that he was previously convicted of a felony drug offense, conspiracy to distribute heroin in violation of Title 21, United States Code, Section 846, on or about August 16, 2002, in the United States District Court for the Eastern District of Louisiana, case number 02-0082.

**Limited Nature of Factual Basis**

This proffer of evidence is not intended to constitute a complete statement of all facts known by the defendant, **STANLEY FULTON**, 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 the defendant's plea of guilty to Count 1 of the Superseding Indictment.

**APPROVED AND ACCEPTED:**

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STANLEY FULTON (date)  
Defendant

Michael B. Redmann 7/30/2015  
MICHAEL B. REDMANN (date)  
Assistant United States Attorney

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LINDSAY A. LARSON, III (date)  
Counsel for Stanley Fulton