

AF Approval AMC

Chief Approval KWH

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

FILED
11/22/2016
Date _____ Time _____
CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr-235-ON-22KRS

BETH DANELLE FARBER
a/k/a "Clean"

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, United States Attorney for the Middle District of Florida, and the defendant, BETH DANELLE FARBER, a/k/a "Clean," and the attorney for the defendant, Sean Wagner, Esq., mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with conspiracy to distribute and to possess with intent to distribute, a controlled substance, in violation of 21 U.S.C. § 846.

2. Minimum and Maximum Penalties

Count One is punishable by a mandatory minimum term of imprisonment of five years, a maximum term of imprisonment of 40 years, a

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maximum fine of \$5,000,000, a minimum term of supervised release of four years, a maximum term of supervised release of life, and a special assessment of \$100 per felony count for individuals. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Apprendi v. New Jersey

Under Apprendi v. New Jersey, 530 U.S. 466 (2000), a maximum sentence of 40 years, and under Alleyne v. United States, 570 U.S. 1 (2013), a mandatory minimum sentence of five years may be imposed because the following facts have been admitted by the defendant and are established by this plea of guilty: the offense involved 100 grams or more of a mixture or substance containing a detectable amount of heroin.

4. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

First: Two or more people in some way agreed to try to accomplish a shared and unlawful plan to distribute, or to possess with intent to distribute, heroin;

Second: The Defendant knew the unlawful purpose of the plan and willfully joined in it; and

Third: The object of the unlawful plan was to distribute, or to possess with the intent to distribute, 100 grams or more of a mixture or substance containing a detectable amount of heroin.

5. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

6. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if

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it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the

Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 21 U.S.C. §§ 853(a)(1) and (2), whether in the possession or control of the United States, the defendant or defendant's nominees.

The assets to be forfeited specifically include, but are not limited to, the following: eleven cellular telephones seized on October 27, 2016, and approximately \$18,832 in United States currency, which assets facilitated the commission of the charged crime.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed

by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture and to transfer custody of such property to the United States before the defendant's sentencing. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

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The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct.

The defendant agrees that the United States is not limited to forfeiture of the property specifically identified for forfeiture in this Plea Agreement. 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 been 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 Defendant expressly consents to the forfeiture of any substitute assets sought by the Government. The defendant agrees that forfeiture of substitute assets as authorized herein 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.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns

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until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

10. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as

"substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

12. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the

defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights,

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as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by rescission of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are

dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provide for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises

that her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which she has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement,

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or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that

the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if

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defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

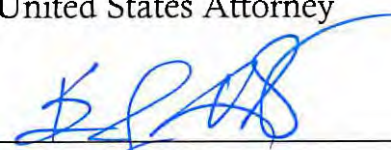
13. Certification


The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.


DATED this 18th day of November, 2016.

A. LEE BENTLEY, III
United States Attorney


BETH DANELLE FARBER
Defendant


Embry J. Kidd
Assistant United States Attorney


Sean Wagner, Esq.
Attorney for Defendant


Katherine M. Ho
Assistant United States Attorney
Chief, Orlando Division

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

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CASE NO. 6:16-cr-

BETH DANELLE FARBER
a/k/a "Clean"

PERSONALIZATION OF ELEMENTS

- First: Did two or more people in some way agree to try to accomplish a shared and unlawful plan to distribute, or to possess with intent to distribute, heroin?
- Second: Did you know the unlawful purpose of the plan and willfully join in it?
- Third: Was the object of the unlawful plan to distribute, or to possess with the intent to distribute, 100 grams or more of a mixture or substance containing a detectable amount of heroin?

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FILED

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Date _____ Title _____
CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
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CASE NO. 6:16-cr-

BETH DANELLE FARBER
a/k/a "Clean"

FACTUAL BASIS

Beginning on an unknown date, but not later than on or about February 4, 2016, and continuing through on or about October 26, 2016, in the Middle District of Florida, the defendant, BETH DANELLE FARBER, did knowingly, willfully, and intentionally conspire with other persons, both known and unknown to the United States, to distribute and to possess with intent to distribute a controlled substance, which violation involved 100 grams or more of a mixture and substance containing a detectable amount of heroin, a Schedule I controlled substance, and is therefore punished under 21 U.S.C. § 841(b)(1)(B).

More specifically:

April 12, 2016 Cocaine and Heroin Sale by Hampton and FARBER

On April 12, 2016, a confidential human source ("CHS1") made controlled and recorded telephone calls to Danny Hampton at a telephone

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bearing call number XXX-XXX-3142 (hereinafter referred to as “Target Telephone-1”) to purchase cocaine and heroin and to introduce an undercover law enforcement agent (“UCE”) to Hampton. For two of the conversations, **FARBER** answered the calls. During one of the conversations, **FARBER** said, “We good, whenever you ready just call first to make sure we ain’t home.”

CHS1 then got into the UCE’s vehicle and made another controlled and recorded call to Hampton on Target Telephone-1. During the conversation, Hampton stated, “I got that puppy chow too.” “Puppy chow” is a common street name for heroin. CHS1 convinced Hampton to meet at a drug store to conduct the transaction. The UCE and CHS1 parked in the parking lot of the drug store and, a short time later, saw a black Dodge Magnum arrive. The vehicle was registered to **FARBER**. The black Dodge parked in the parking space directly next to the UCE vehicle. Once parked, Hampton exited the driver seat of the black Dodge, walked over to the UCE vehicle, opened the front passenger door, and engaged in conversation with CHS1 and the UCE. **FARBER** was in the front passenger seat and appeared to be the only other occupant of the vehicle.

The UCE told Hampton that he needed a “zip and a half of coke.” A “zip and a half of coke” is common street terminology for one and a half ounces of powder cocaine. Hampton then asked the UCE if he wanted “dog

food” and stated that it was “eighty a gram.” Hampton returned to the vehicle and told **FARBER** the amount of narcotics to weigh and package. **FARBER** then weighed and packaged the narcotics. Hampton returned to the UCE vehicle and stated that the cost of one ounce of powder cocaine was \$1,100. The cost of one and a half ounces of powder cocaine was \$1,725 in addition to the one gram of heroin for \$80. The total negotiated cost of the drug transaction was \$1,805. Neither the UCE nor Hampton had change, so the UCE provided Hampton with \$1,810 for the cocaine and heroin. Hampton provided the UCE with the narcotics and returned to his vehicle. The UCE and CHS1 left the parking lot and traveled to a predetermined location.

July 4, 2016, Traffic Stop

On July 4, 2016, at approximately 2:19 p.m., an Orange County Sheriff's Office Deputy conducted a traffic stop involving Hampton, who was driving a black Dodge Magnum bearing Florida tag 2813TG. **FARBER** was the front seat passenger, and there were three juvenile children in the back seat of the vehicle. The traffic stop was conducted because Hampton was driving erratically and at an excessive speed (approximately 135 mph). Upon initial contact, Hampton provided a false name and date of birth. Subsequently, Hampton admitted that the name and date of birth he provided was that of his brother. Hampton was arrested for reckless driving and the deputy determined

his true identity. While speaking with Hampton and **FARBER**, the deputy observed trace amounts of cannabis inside the vehicle floorboard and smelled the odor of cannabis inside the vehicle. The deputy then conducted a search of the vehicle and located a pill bottle inside **FARBER**'s purse that contained approximately 4 grams of crack cocaine. Hampton and **FARBER** were arrested and transported to the Orange County Jail. **FARBER** was released from jail on July 5, 2016 and Hampton was released on July 8, 2016.

Excerpts from Pertinent Interceptions of Wire Communications

On August 28, 2016, at approximately 3:00 p.m., **FARBER** made an outgoing call on a telephone bearing call number (XXX) XXX-6116 ("Target Telephone-2") to Freddrick Dorr, who was using a cellular telephone bearing call number XXX-XXX-1058. During the conversation, **FARBER** said, "Um, I need to see, ah, [unindicted coconspirator ("UCC1")]." Dorr asked, "Want the same ole?" **FARBER** confirmed, "Huh . . . Yeah ten." **FARBER** repeated that she wanted "ten" and Dorr replied, "OK. Alright." In this conversation, **FARBER** called Dorr to purchase ten grams of heroin from UCC1 with the help of Dorr.

On August 29, 2016, at approximately 9:52 p.m., **FARBER** received an incoming call on Target Telephone-1 from George Materazzi, who was using a cellular telephone bearing call number XXX-XXX-1000. **FARBER** answered

the phone, and during the conversation, Materazzi asked, "You still have that bomb ass down?" **FARBER** replied, "Yeah. I still got that same shit."

Materazzi asked, "Are you always going to be able to just get that?" **FARBER** replied, "Yeah. I've been pretty consistent with it for about two months." This conversation confirms that **FARBER** previously sold Materazzi quality heroin ("down") and that she had been consistently purchasing the heroin for the previous two months.

On August 31, 2016, at approximately 11:57 p.m., **FARBER** made an outgoing call on Target Telephone-2 to Dorr, who was using a cellular telephone bearing call number XXX-XXX-1058. During the conversation, Dorr stated, "[Unintelligible] no he ain't responded or nothing. Last time he had left his phone though . . . left the phone, not the phone I contact him on you know so." **FARBER** replied, "You did like relay a message through that you know what I'm saying. That I'm . . . I'm . . . waiting on him right like he knows?" Dorr stated, "When I put my word in there, my number, when I put what I'm supposed to say in there, he knows to get here quick." Dorr continued, "I done missed 91." **FARBER** stated, "I gots my peep, I got people here that shit's been consistent for some months now I got people that really fuck . . . that are really fucked up on that shit, ya know." Dorr replied, "Right, I got Buster over here with me if you wanna grab a little something from him

though.” Later in the conversation **FARBER** stated, “Um but anyways what I was going to say but when you do hit nigga up I need I need um I need the the 10 and then the 14 too.” In this conversation Dorr explained that he had not heard back from **FARBER**’s narcotics supplier, UCC1. Dorr said that UCC1 uses multiple cell phones and Dorr contacts UCC1 on only one of the numbers. Dorr explained that UCC1 responds to his orders quickly, and because he is out of town, Dorr had missed “9I” worth of narcotics transactions. Dorr asked **FARBER** if she would like to purchase drugs from a different supplier, “Buster” (James Dellafield Jr.), who was with him at the time of the conversation. **FARBER** replied that when Dorr heard from UCC1 she wanted an order of “10” and “14,” which meant 10 grams of heroin and 14 grams of cocaine.

On September 1, 2016, at approximately 3:57 p.m., Hampton made an outgoing call on Target Telephone-1 to **FARBER**, who was using Target Telephone-2. During the conversation, Hampton stated, “Hey get me an I4, man.” **FARBER** replied, “I don’t have any money with me.” Hampton then stated, “Oh man, shit. Let me, let me talk to him.” **FARBER** replied, “He’s not here.” Hampton said, “Let me talk to Rock.” **FARBER** replied, “Rock isn’t out here either. I’m out here by myself with J. We’re going to wait til . . . I already called Rock. He said he walking over to the car somewhere.”

Hampton responded, "No. See if he'll [unintelligible] me an I4 round here, man. I'll bring him the money back, man." **FARBER** replied, "I'll ask him. He probably got to go run and pick it up anyway. I'll ask him if he can run and pick it up and bring it over to, um, [a restaurant] across the street and I'll run over there and pick it for you." In this conversation, Hampton called **FARBER** to request that **FARBER** purchase an additional 14 grams ("I4") of drugs for Hampton to sell. Both Hampton and **FARBER** used Dorr ("Rock") and UCC1 as a source of supply of drugs.

On September 5, 2016, at approximately 2:34 p.m., **FARBER** made an outgoing call on Target Telephone-2 to Dellafield, who was using a cellular telephone bearing call number XXX-XXX-0459. During the conversation, **FARBER** asked, "You around?" Dellafield said that he was and asked, "What you looking for?" **FARBER** replied, "I just need a couple of them, like I don't know." Dellafield asked, "Couple what?" **FARBER** replied, "You know, I don't know. The fucking halves I guess. Your PR still the same?" Dellafield stated, "What I told you last time." Later in the conversation, Dellafield asked, "How much you trying to get right now?" **FARBER** replied, "I really need two, two, like two, two g's." Dellafield said, "I can do two of them for two fifty." **FARBER** replied, "Alright. I'll, I'll do it." Dellafield then instructed **FARBER** to "walk over there to [a restaurant] right now." In this

conversation, **FARBER** called Dellafield to order two grams of heroin.

Dellafield said that he would sell **FARBER** two grams for two hundred and fifty dollars.

At approximately 2:37 p.m., **FARBER** drove to the restaurant in Orlando, Florida, specified by Dellafield. At approximately 2:55 p.m., Dellafield arrived driving a blue Hyundai car bearing Florida tag BNZZ79, and he parked directly next to **FARBER**. **FARBER** then exited her vehicle, made contact with Dellafield, and engaged in a hand-to-hand transaction with Dellafield through the passenger-side window of the Hyundai. Immediately following the transaction, **FARBER** returned to her vehicle and traveled to the hotel where she and Hampton resided. Immediately following the transaction, Dellafield also left the area.

On September 7, 2016, at approximately 2:57 p.m., **FARBER** made an outgoing call on Target Telephone-2 to a male who was using a cellular telephone bearing call number XXX-XXX-1902. During the conversation, **FARBER** asked the male if he knew anyone she could purchase “good grams of down from.” **FARBER** explained, “Fuck man, I cannot get ahold of my guy with this fucking purple shit. It’s pissing me off. . . . Yeah please, you, just anybody [unintelligible] has to be [unintelligible] just express to them that’s it’s for somebody who just say that doesn’t use. Who’s you know, working to, you

know, make money or whatever, 'cause her man went out of town for awhile . . . and, ah, her supply dried up, you know what I'm saying? Fast. . . . 'Cause I spend a lot of money with this fucking guy. I was talking to Rock, Rock told me that if it wasn't for me, like this dude would be sitting on his shit like. You know what I'm saying? He wouldn't be pushing it all, and he said that I buy like 95% of his shit from him. . . . Yeah, like 'cause I go to him almost every day, every other day, and get ten grams. You know what I'm saying? I'm, that's how much, how much I go through every day, just about ten g's [unintelligible] every day. If not every day, every other day." In this conversation, **FARBER** asked the male if he knew of a source of supply that could provide **FARBER** with heroin to sell. **FARBER** explained that Dorr told her that she purchases most of UCC1's supply of heroin. **FARBER** said that she purchases ten grams of heroin a day or every other day from Dorr and UCC1.

On September 7, 2016, at approximately 3:05 p.m., **FARBER** received an incoming call on Target Telephone-1 from Materazzi, who was using a cellular telephone bearing call number XXX-XXX-1000. During the conversation, **FARBER** stated, "Hey I'm glad you called. I have a question. . . . I'm looking for some down but I'm not looking for no dime bags, no nickel bags. I'm looking for some rocks. Some like, some solid shit and if it's some

fire, I'll grab five grams right now." Materazzi replied, "Okay, um, to do that I got to make a phone call to somebody." **FARBER** then stated, "Please make a phone call." Later in the conversation, **FARBER** stated, "Yeah, but my shit, I'm not gone lie. My shit isn't. My shit's purple. You know what I'm saying?" Materazzi replied, "The purple stuff you got is Afghani shit."

FARBER said, "And that's what I'm waiting on. I had that for two months consistently. . . . Yeah. I'm telling you right now, George, I've had that stuff consistently for two months straight. It's just that right now, I don't know, we think he went out of town, or something like that, and" Materazzi interjected, "It's cause somebody got jacked or something, I heard. You know, you know I'm a gang member. Old gang member from the Spanish thing."

Later in the conversation, Materazzi stated, "Alright, well you got to give me a little time to work on that because this chick, um, she told me her shit was so damn good that she went out like a light and she's a heavy user. . . . I'm sure you guys have met her through me before." **FARBER** replied, "I probably have, I just don't, you know how many people I meet?" Materazzi replied, "I've thrown about four or five customers your way and I have some new ones but the timing was never right." In this conversation, **FARBER** told Materazzi that she had been purchasing heroin from Dorr and UCC1 consistently for two months straight. Materazzi provided information that he had heard and noted

that he is, or was, a member of a "Spanish" gang. Materazzi also said that he had introduced a female heroin user to **FARBER** previously and has introduced several heroin customers to **FARBER** in the past.

On September 7, 2016, at approximately 3:19 p.m., **FARBER** received an incoming call on Target Telephone-2 from Materazzi, who was using a cellular telephone bearing call number XXX-XXX-1000. During the conversation, Materazzi stated, "I gotta, I gotta hold of her. . . . It's one twenty for the killer crap. They got some other stuff for eighty, but, ah, it's not any good. I already had it." **FARBER** replied, "Okay, alright." Materazzi then said, "I'm going to introduce you into her. You have to bring me the first time. You guys can do business with her on your own." In this conversation, Materazzi explained that he had contacted his heroin supplier and was relaying the price of heroin to **FARBER**. Materazzi said it would cost \$120 a gram for the purer heroin but **FARBER** could also purchase a less pure product for \$80 a gram. Materazzi informed **FARBER** that he had used the inferior product and he recommended against it.

On September 7, 2016, at approximately 4:52 p.m., **FARBER** received an incoming call on Target Telephone-2 from Dellafield, who was using a cellular telephone bearing call number XXX-XXX-0459. During the conversation, Dellafield asked, "Where you at, girl?" **FARBER** replied, "I'm

over here by the same place you saw me before.” **FARBER** continued, “I’m on foot Buster. . . . I could walk, I could walk across the road to [a restaurant] if you want me to.” Dellafield replied, “Uh, no, no, no, no. Just go to [another restaurant].” **FARBER** replied, “Alright, uh, like, when? Now? Five minutes? Ten minutes?” Dellafield said, “Go ahead and go now.” In this conversation, Dellafield contacted **FARBER** to tell her that he was ready to meet her for a drug transaction and that he then directed her to the location where the transaction would occur.

On September 7, 2016, at approximately 7:41 p.m., **FARBER** received an incoming call on Target Telephone-2, from Dorr, who was using a cellular telephone bearing call number XXX-XXX-3210. During the conversation, Dorr stated, “Come downstairs right now.” **FARBER** replied, “Alright, I’m coming.” Dorr said, “Right now, they, they, I’m in a white Tracker. They picking you up.” **FARBER** responded, “Alright. I’m coming right now.”

At approximately 7:44 p.m., a white Nissan Xterra bearing Florida tag GSVX80 arrived in the parking lot of **FARBER**’s hotel. At approximately 7:48 p.m., the Nissan left the parking lot and traveled to the location previously identified. Once at the residence, the Nissan remained for approximately eight minutes, then left and returned to **FARBER**’s hotel, where she exited the vehicle.

At approximately 8:17 p.m., **FARBER** received an incoming call on Target Telephone-2 from a male who was using a cellular telephone bearing call number XXX-XXX-5375. During the conversation, the male asked, "Hey, you got it on you?" **FARBER** replied, "Yeah . . . I have it. . . . I told you I'd call you as soon as I, it got in my hand. It just hit my hand." The male replied, "Nice. Okay. I'm coming up there right now."

At approximately 8:23 p.m., **FARBER** received another incoming call on Target Telephone-2 from the male who was using a cellular telephone bearing call number XXX-XXX-5375. During the conversation, the male said, "Hey, I'm here." **FARBER** replied, "Alright, um, you just wanted one right now?" The male replied, "Yup." **FARBER** stated, "Alright, give me a second. I'll be right down."

At approximately 8:26 p.m., a white Ford Fusion bearing Michigan tag 3HUH35 arrive at **FARBER**'s hotel. **FARBER** approached the vehicle, and a short time later, the vehicle left the parking lot. An Orange County Sheriff's Office Deputy observed the Ford make several lane changes without using turn signals and conducted a traffic stop. A K-9 unit responded to the traffic stop, and the dog alerted to the presence of narcotics in the vehicle. The driver (the male described above) then said that he had drugs in the vehicle. Deputies located and seized approximately one gram of heroin.

On September 9, 2016, at approximately 6:57 a.m., deputies from the Orange County Sheriff's Office Fugitive Unit went to Hampton and **FARBER's** hotel room to attempt to arrest Hampton for an outstanding warrant. While at the hotel, deputies made contact with Hampton and **FARBER**, and smelled the odor of marijuana. The Ninth Judicial Circuit of the State of Florida authorized a search warrant for the room, and a search was conducted. During the search, deputies located and seized a .25 caliber pistol, a .357 caliber magazine containing live ammunition, approximately 90 grams of cocaine, approximately \$13,000 in currency, various controlled substances, and contraband that contained residue from controlled substances. Hampton was transported to the Orange County Jail and processed for the warrant, and **FARBER** was released on scene. The deputies verified that Target Telephone-1 and Target Telephone-2 were in the room and photographed them before turning the room back over to **FARBER**. Hampton was released from the Orange County Jail on September 11, 2016.

On September 9, 2016, at approximately 12:34 p.m., **FARBER** received an incoming call on Target Telephone-2 from an unknown male who was using a cellular telephone bearing call number XXX-XXX-0018. During the conversation, **FARBER** said, "Hey, [unintelligible] yo listen the police just came over here took Smoke the fuck to jail, yo. . . . They took all my fucking

money and everything. . . . They didn't leave me a fucking, a five dollar, I got all my change, I got my jewelry. I'm going to go to the pawn shop. . . . Oh well, mother fuck you police. That shit ain't going to stop me." **FARBER** then discussed the conversation she had with the deputies on scene and stated, "They were like, oh, you better be grateful for fricking attorneys or else we'd be taking your ass to jail too but they like, where they found shit because you know, I'm clean as fuck. Like I keep everything clean as fuck. . . . Where they found shit, like it wasn't, it wasn't technically to where it could be mine or it could be his, you know what I'm saying? . . . I just started all over two months ago you know, they just came in and woke me and Smoke went to jail. They seized everything from us. I started all over then. . . . I gotta get this place cleaned up. I need to go get some more fucking H. I need to, fuck these mother fucking police." During this conversation, **FARBER** discussed the search warrant and seizure, and confirmed that the money belonged to her. **FARBER** then said that she kept the contraband and drugs in an area of the room that would make it difficult for law enforcement to determine if it belonged to **FARBER** or Hampton. **FARBER** then said that the police seizure would not prevent her from continuing to sell heroin and that she was going to get more heroin.

On September 9, 2016, at approximately 8:14 p.m., **FARBER** made an

outgoing call on Target Telephone-2 to Dellafield, who was using a cellular telephone bearing call number XXX-XXX-0459. Dorr answered the phone and stated, "Hey this is Rock. I'm here with him right now." **FARBER** replied, "For real?" Dorr said, "Yeah." Later in the conversation, **FARBER** stated, "Hey. My bad, hey, hey, um, hold on, I'm just trying to count my money up. Uh, tell him four." A side conversation is overheard and an unknown male stated, "That's my nephew's phone." **FARBER** replied, "I know. It's Rock calling from it." **FARBER** then continued the conversation with Dorr and asked, "You heard me?" Dorr replied, "Yeah. Okay." **FARBER** reiterated, "Tell him four." Dorr replied, "Alright." In this conversation, **FARBER** called Dellafield's telephone to place a drug order, and Dorr and Dellafield work in conjunction to fulfill the order.

In addition to the approximately \$13,000 seized on September 9, 2016, at the time of **FARBER**'s arrest, agents located eleven cellular phones and approximately \$5,832 in United States currency at the residence she shared with Hampton. The telephones were used to communicate with charged and uncharged coconspirators regarding the subject offense. The currency was proceeds that were obtained as a result of the subject drug offense.

The parties agree that **FARBER** conspired to distribute and possess with intent to distribute at least 100 grams of heroin during the charged conspiracy.