

United States Department of Justice

*United States Attorney
Southern District of West Virginia*

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March 11, 2022

Lex A. Coleman
300 Virginia Street, East
Room 3400
Charleston, WV 25301

Re: United States v. Joshua Lee Parsons
Criminal No. 2:21-cr-00093 (USDC SDWV)

Dear Mr. Coleman:

This will confirm our conversations with regard to your client, Joshua Lee Parsons (hereinafter "Mr. Parsons"). As a result of these conversations, it is agreed by and between the United States and Mr. Parsons as follows:

JSP 1. **PENDING CHARGES.** Mr. Parsons is charged in a three-count indictment as follows:

- (a) Count One charges Mr. Parsons with a violation of 21 U.S.C. § 841(a)(1) (possession with intent to distribute 50 grams or more of methamphetamine);
- (b) Count Two charges Mr. Parsons with a violation of 21 U.S.C. § 841(a)(1) (possession with intent to distribute heroin);
- (c) Count Three charges Mr. Parsons with a violation of 18 U.S.C. §§ 922(g)(1) and 924(a)(2) (felon in possession of a firearm).

JSP 2. **RESOLUTION OF CHARGES.** Mr. Parsons will plead guilty to Count One of said Indictment, which charges him with a violation of 21 U.S.C. § 841(a)(1). Following final disposition, the United

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States will move the Court to dismiss Counts Two and Three in Criminal No. 2:21-cr-00093 as to Mr. Parsons.

JSP 3. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which Mr. Parsons will be exposed by virtue of this guilty plea is as follows:

- (a) Imprisonment for a period of a minimum mandatory of 10 years up to life;
- (b) A fine of \$10,000,000, or twice the gross pecuniary gain or twice the gross pecuniary loss resulting from defendant's conduct, whichever is greater;
- (c) A term of supervised release of at least 5 years;
- (d) A mandatory special assessment of \$100 pursuant to 18 U.S.C. § 3013;
- (e) Pursuant to 21 U.S.C. § 862(a)(1), the Court may deny certain federal benefits to Mr. Parsons for a period of 5 years; and
- (f) An order of restitution pursuant to 18 U.S.C. §§ 3663 and 3664.

JSP 4. **ABANDONMENT.** Mr. Parsons hereby agrees to release, relinquish, waive or abandon to the United States or to the State of West Virginia any and all right, title and interest he may have in the Hi-Point 380 handgun and ammunition seized by the Homeland Security Investigations on or about March 8, 2021, at 7052 Armstrong Creek Road, Powellton, West Virginia 25161. The property abandoned by Mr. Parsons under this paragraph will be destroyed or otherwise disposed of by federal, state, or local law enforcement officers according to law.

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JLP 5. **SPECIAL ASSESSMENT.** Mr. Parsons has submitted certified financial statements to the United States reflecting that he is without sufficient funds to pay the special assessment due upon conviction in this case. Mr. Parsons agrees that, if incarcerated, he will join the Inmate Financial Responsibility Program, earnings from which will be applied toward payment of the special assessment.

JLP 6. **PAYMENT OF MONETARY PENALTIES.** Mr. Parsons authorizes the Financial Litigation Program in the United States Attorney's Office to obtain a credit report from any major credit reporting agency prior to sentencing in order to assess his financial condition for sentencing purposes. Mr. Parsons agrees not to object to the District Court ordering all monetary penalties (including the special assessment, fine, court costs, and any restitution that does not exceed the amount set forth in this plea agreement) to be due and payable in full immediately and subject to immediate enforcement by the United States. So long as the monetary penalties are ordered to be due and payable in full immediately, Mr. Parsons further agrees not to object to the District Court imposing any schedule of payments as merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment.

Mr. Parsons authorizes the United States, through the Financial Litigation Program, to submit any unpaid criminal monetary penalty to the United States Treasury for offset in accordance with the Treasury Offset Program, regardless of the defendant's payment status or history at that time.

In addition to any payment ordered by the Court, Mr. Parsons shall pay all monies received from any source other than earned income, including but not limited to, lottery winnings, gambling proceeds, judgments, inheritances, and tax refunds, toward the court ordered restitution or fine.

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Mr. Parsons agrees that if he retains counsel or has appointed counsel in response to the United States' efforts to collect any monetary penalty, he shall immediately notify the United States Attorney's Office, Attention: Financial Litigation Program, P.O. Box 1713, Charleston, West Virginia 25326-1713, in writing and shall instruct his attorney to notify FLP immediately of his representation.

APP 7. **COOPERATION.** Mr. Parsons will be forthright and truthful with this office and other law enforcement agencies with regard to all inquiries made pursuant to this agreement, and will give signed, sworn statements and grand jury and trial testimony upon request of the United States. In complying with this provision, Mr. Parsons may have counsel present except when appearing before a grand jury. Further, Mr. Parsons agrees to be named as an unindicted co-conspirator and unindicted aider and abettor, as appropriate, in subsequent indictments or informations.

APP 8. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Mr. Parsons, and except as expressly provided for in paragraph 10 below, nothing contained in any statement or testimony provided by him pursuant to this agreement, or any evidence developed therefrom, will be used against him, directly or indirectly, in any further criminal prosecutions or in determining the applicable guideline range under the Federal Sentencing Guidelines.

APP 9. **LIMITATIONS ON IMMUNITY.** Nothing contained in this agreement restricts the use of information obtained by the United States from an independent, legitimate source, separate and apart from any information and testimony provided pursuant to this agreement, in determining the applicable guideline range or in prosecuting Mr. Parsons for any violations of federal or state laws. The United States reserves the right to prosecute Mr. Parsons for perjury or false statement if such a situation should occur pursuant to this agreement.

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JSP 10. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.**
The United States and Mr. Parsons stipulate and agree that the facts comprising the offense of conviction and relevant conduct include the facts outlined in the "Stipulation of Facts," a copy of which is attached hereto as "Plea Agreement Exhibit A."

Mr. Parsons agrees that if he withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by him, and he is subsequently tried for his conduct alleged in the indictment and other relevant conduct, as more specifically described in the Stipulation of Facts, the United States may use and introduce the Stipulation of Facts in the United States case-in-chief, in cross-examination of Mr. Parsons or of any of his witnesses, or in rebuttal of any testimony introduced by him or on his behalf. Mr. Parsons knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right he has pursuant to Fed. R. Evid. 410 that would prohibit such use of the Stipulation of Facts. If the Court does not accept the plea agreement through no fault of the defendant, or the Court declares the agreement void due to a breach of its terms by the United States, the Stipulation of Facts cannot be used by the United States.

The United States and Mr. Parsons understand and acknowledge that the Court is not bound by the Stipulation of Facts and that if some or all of the Stipulation of Facts is not accepted by the Court, the parties will not have the right to withdraw from the plea agreement.

JSP 11. **AGREEMENT ON SENTENCING GUIDELINES.** Based on the foregoing Stipulation of Facts, the United States and Mr. Parsons agree that the following provisions of the United States Sentencing Guidelines apply to this case.

USSG §2D1.1(c)(4)

Base offense level

32

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USSG §2D1.1(b) (1)

Firearm possessed

+ 2

Adjusted offense level (prior to acceptance) 34

The United States and Mr. Parsons acknowledge and understand that the Court and the Probation Office are not bound by the parties' calculation of the United States Sentencing Guidelines set forth above and that the parties shall not have the right to withdraw from the plea agreement due to a disagreement with the Court's calculation of the appropriate guideline range.

JSP 12. **WAIVER OF APPEAL AND COLLATERAL ATTACK.** Mr. Parsons knowingly and voluntarily waives the right to seek appellate review of his conviction and of any sentence of imprisonment, fine or term of supervised release imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742, so long as that sentence of imprisonment, fine or term of supervised release is below or within the Sentencing Guideline range corresponding to offense level 34, regardless of criminal history category. Mr. Parsons also knowingly and voluntarily waives any right to seek appellate review of any claim or argument that (1) the statute of conviction, 21 U.S.C. § 841(a)(1), is unconstitutional, and (2) his conduct set forth in the Stipulation of Facts (Plea Agreement Exhibit A) does not fall within the scope of 21 U.S.C. § 841(a)(1).

The United States also waives its right to seek appellate review of any sentence of imprisonment or fine imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742, so long as that sentence of imprisonment or fine is within or above the Sentencing Guideline range corresponding to offense level 31, regardless of criminal history category.

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Mr. Parsons also knowingly and voluntarily waives the right to challenge his guilty plea and his conviction resulting from this plea agreement, and any sentence imposed for the conviction, in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255.

The waivers noted above shall not apply to a post-conviction collateral attack or direct appeal based on a claim of ineffective assistance of counsel.

JSP 13. **WAIVER OF FOIA AND PRIVACY RIGHT.** Mr. Parsons knowingly and voluntarily 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 any limitation any records that may be sought under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, following final disposition.

JSP 14. **FINAL DISPOSITION.** The matter of sentencing is within the sole discretion of the Court. The United States has made no representations or promises as to a specific sentence. The United States reserves the right to:

- (a) Inform the Probation Office and the Court of all relevant facts and conduct;
- (b) Present evidence and argument relevant to the factors enumerated in 18 U.S.C. § 3553(a);
- (c) Respond to questions raised by the Court;
- (d) Correct inaccuracies or inadequacies in the presentence report;
- (e) Respond to statements made to the Court by or on behalf of Mr. Parsons;

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- (f) Advise the Court concerning the nature and extent of Mr. Parsons's cooperation; and
- (g) Address the Court regarding the issue of Mr. Parsons's acceptance of responsibility.

JSP 15. **VOIDING OF AGREEMENT.** If either the United States or Mr. Parsons violates the terms of this agreement, the other party will have the right to void this agreement. If the Court refuses to accept this agreement, it shall be void.

JSP 16. **ENTIRETY OF AGREEMENT.** This written agreement constitutes the entire agreement between the United States and Mr. Parsons in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Mr. Parsons in any Court other than the United States District Court for the Southern District of West Virginia.

Acknowledged and agreed to on behalf of the United States:

WILLIAM S. THOMPSON
United States Attorney

By:

Courtney L. Cremeans
COURTNEY L. CREMEANS
Assistant United States Attorney

CLC/sdw

I hereby acknowledge by my initials at the bottom of each of the foregoing pages and by my signature on the last page of this 9-page agreement that I have read and carefully discussed every part of it with my attorney, that I understand the terms of this agreement, and that I voluntarily agree to those terms and conditions set forth in the agreement. I further acknowledge that my attorney has advised me of my rights, possible defenses, the Sentencing Guideline provisions, and the consequences of entering into this agreement, that no promises or inducements have been

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made to me other than those in this agreement, and that no one has threatened me or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.



Joshua Lee Parsons
Defendant

03/14/2022

Date Signed



Lex A. Coleman
Counsel for Defendant

14 March '22

Date Signed



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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

CRIMINAL NO. 2:21-cr-00093

JOSHUA LEE PARSONS

STIPULATION OF FACTS

The United States and Joshua Lee Parsons (hereinafter "I," "my," or "Defendant") stipulate and agree that the facts comprising the offense of conviction (Count One in the Indictment in the Southern District of West Virginia, Criminal No. 2:21-cr-00093) and relevant conduct, include the following:

**DEFENDANT'S FACTUAL BASIS FOR GUILTY PLEA TO COUNT ONE OF THE
INDICTMENT**

On March 8, 2021, Homeland Security Investigations, members of the United States Postal Inspection Service, the West Virginia State Police, the Central West Virginia Drug Task Force, the Metro Drug Enforcement Network Team, and the West Virginia National Guard Reconnaissance and Aerial Interdiction Detachment executed a search warrant at my residence located at 7052 Armstrong Creek Road, Powellton, Fayette County, West Virginia, within the Southern District of West Virginia. Inside my residence, I had approximately 66 grams of methamphetamine, a Schedule II controlled substance, with a minimum purity of 98.4%. I intended to sell the methamphetamine for money. I ordered the methamphetamine and other controlled substances off the dark web. I had the controlled substances, including the methamphetamine, shipped to my residence and addressed to me. Officers also discovered a loaded Hi-Point 380 handgun underneath the driver's seat of a vehicle parked at my residence.

PLEA AGREEMENT EXHIBIT A

RELEVANT CONDUCT AND TOTAL DRUG WEIGHT

The parties stipulate and agree that the total amount of offense and relevant conduct attributable to Mr. Parsons at sentencing for Count One of the Indictment is the equivalent of at least 3,000 KG but less than 10,000 KG of converted drug weight.


This Stipulation of Facts does not contain each and every fact known to Mr. Parsons and to the United States concerning his involvement and the involvement of others in the charges set forth in the Indictment.

Stipulated and agreed to:



Joshua Lee Parsons
Defendant

03/14/2022
Date



Lex A. Coleman
Counsel for Defendant

14 March '22
Date



Courtney L. Cremeans
Assistant United States Attorney

3/15/22
Date