

FILED

**IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
SUBLETTE COUNTY, WYOMING**

STATE OF WYOMING, Plaintiff, vs. CODY J. ROBERTS, Defendant.	Criminal No. 2025-CR-0001334-L
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NOTICE OF PLEA AGREEMENT

COMES NOW the State of Wyoming, by and through Clayton M. Melinkovich, Sublette County and Prosecuting Attorney and the above-named Defendant, by and through Counsel, Robert Piper, and hereby inform the Court that the respective parties have reached an agreement, the relevant terms of which are respectfully submitted to this Honorable Court.

RECITALS

The *Amended Indictment* on file herein charges the Defendant as follows:

Count I: Felony Cruelty to Animals in violation of WYO. STAT. ANN. § 6-3-1005(a)(ii)(2024).

TERMS OF AGREEMENT

In consideration of the mutual terms, covenants and conditions of this plea agreement, the respective parties agree with one another, and hereby represent, submit, and recommend to the Court as follows:

1. Defendant will withdraw his plea of Not Guilty.
2. Defendant will enter a plea of Guilty or No Contest to Count I.
3. The State will provide a factual basis for Defendant's plea to the Court and the Defendant may supplement the same.
4. For Count I- the State and Defendant will jointly recommend incarceration of not less than eighteen (18) months and not more than two (2) years with the Wyoming Department of Corrections, or entity under contract therewith, SUSPENDED and a fine of \$5,000, \$4,000 of which SUSPENDED, in favor of eighteen (18) months of probation supervised by the Sublette County Probation.
5. Agreed-upon conditions of probation:
 - a. No hunting (including shed hunting) or fishing, whatsoever, for the entirety of probation.
 - b. No alcohol, no entry into or presence within bars, lounges, or liquor stores.
 - c. Follow all recommended treatment from ASI evaluation.
 - d. Standard and additional conditions as enumerated by the Court at the Court's discretion.
6. Financial Responsibility:
 - a. Defendant shall pay mandatory Court costs and assessments; and
 - b. Victim Compensation Surcharge of \$300 on Count I.
7. The parties will jointly ask that a Pre-sentence Investigation Report be ordered by the Court.
8. Defendant shall book and release as part of the entry of his plea.
9. This Agreement is further conditioned upon the Defendant remaining law abiding in all regards pending his sentencing/disposition hearing herein, during which time he shall abide by the terms and conditions of his Pretrial Release Order if released, or the rules, regulations, and requests of the Sublette County Detention

Center.

10. Defendant shall sign a Waiver of Extradition.
11. Defendant hereby waives his right to a speedy trial.
12. Defendant hereby waives his right to speedy sentencing.
13. Defendant hereby waives all right to additional discovery in this proceeding.
14. Defendant acknowledges that he is entering this *Plea Agreement* and is choosing to plead guilty freely and voluntarily.
15. **Defendant's Presentence Conduct:** In the event Defendant violates any term or condition of this Agreement or his bond conditions, whether in custody or otherwise, in whole or in part, the State has the sole authority to revoke this agreement the protections afforded the Defendant therein. In the event the State chooses to revoke this agreement, the Defendant may NOT withdraw his plea and the Defendant shall be sentenced without the protections of this agreement and otherwise contained herein. In the event the State alleges violation(s) of this Agreement, the State shall have the burden of proving said allegation(s) by a preponderance of the evidence. In the event the State alleges a violation of Defendant's bond and release conditions, the State shall have the burden of proving said allegations by clear and convincing evidence in accordance with W.R.Cr.P. 46.4(c)(1).
16. The State may revoke this offer at any time prior to acceptance by Defendant, evidenced by the State receiving a copy of Defendant's signature assenting to all terms of this Agreement.
17. Because the recommended sentence in this case is based upon the foregoing consideration and Agreement, the Defendant hereby agrees not to file an appeal in this matter.
18. **TIME IS OF THE ESSENCE** and this offer shall expire by end of business on Monday, February 17, 2026 if not accepted.

[INTENTIONALLY LEFT BLANK]

DISCLOSURE TO THE COURT

This Agreement will be disclosed and recommended to the Court pursuant to Rule 11 (e)(2) of the Wyoming Rules of Criminal Procedure and shall be the type of agreement as specified in Rule 11(e)(1)(C).

COURT NOT A PARTY TO AGREEMENT

Defendant understands that the Court is not a party to this Agreement and has no obligation to accept this Agreement as reached by the Defendant and the State of Wyoming.

NO OTHER AGREEMENT

The parties agree this Statement of Agreement constitutes the entire plea agreement between the respective parties regarding the adjudication and imposition of a sentence in this case and the Defendant understands that any promises with regards to a disposition in the instant case made by anyone that are not contained within the preceding provisions of this Agreement are without force and effect in the adjudication of this matter.

[SIGNATURES TO FOLLOW]

CMM

2/17/2026

Clayton M. Melinkovich, WY #7-4709
Sublette County Attorney
P. O. Box 1010
Pinedale, WY 82941
Clayton.Melinkovich@sublettecountwy.gov
307.367.2300

Date

[Signature]

2026.02.17

Robert Piper, WY # 8-6719
Counsel for Defendant
Coal Creek Law, LLC
211 W. 19th St., Ste. 300
Cheyenne, WY 82001
307.634.1525
rpiper@coalcreeklaw.com

Date

[Signature]
Cody Roberts (Feb 18, 2026 17:12:20 MST)

Cody J. Roberts
Defendant

Date

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of February, 2026, the foregoing document was served via File and Serve Express and sending a true and correct copy via electronic mail, addressed to:

Robert Piper
rpiper@coalcreeklaw.com

[Signature]