

FILED

08/24/2026

Clerk of the
Appellate Courts

IN THE COURT OF CRIMINAL APPEALS OF TENNESSEE
AT NASHVILLE

Assigned on Briefs July 15, 2026

STATE OF TENNESSEE v. KENLEY MARQUIS HOCKETT

Appeal from the Circuit Court for Lincoln County

No. 2024-CR-85 Forest A. Durard, Jr., Judge

No. M2025-01333-CCA-R3-CD

A Lincoln County jury convicted the Defendant, Kenley Marquis Hockett, of both the sale and delivery of 0.5 grams or more of cocaine. The trial court merged the convictions and imposed a thirty-year sentence. On appeal, the Defendant argues that the evidence established no more than the misdemeanor offense of a casual exchange of controlled substances. Upon our review, we respectfully disagree with the Defendant's argument and affirm the judgments of the trial court.

**Tenn. R. App. P. 3 Appeal as of Right;
Judgments of the Circuit Court Affirmed**

TOM GREENHOLTZ, J., delivered the opinion of the court, in which CAMILLE R. MCMULLEN and JILL BARTEE AYERS, JJ., joined.

Kendall Stivers Jones, Assistant Public Defender – Appellate Division, Tennessee District Public Defenders Conference (on appeal); Donna L. Hargrove, District Public Defender; and William J. Harold and Mike Collins, Assistant District Public Defenders (at trial), for the appellant, Kenley Marquis Hockett.

Jonathan Skrmetti, Attorney General and Reporter; Benjamin L. Barker, Assistant Attorney General; Robert J. Carter, District Attorney General; and Amber Sandoval, Assistant District Attorney General, for the appellee, State of Tennessee.

OPINION

FACTUAL BACKGROUND

On the afternoon of July 14, 2023, Sergeant Justin Gault of the Lincoln County Sheriff's Office and Agent Nathan Massey of the Tennessee Bureau of Investigation met Shane Howell, an acquaintance of the Defendant, in the parking lot of a church. Mr. Howell sold marijuana to the Defendant a few times before, and that relationship enabled Mr. Howell to assist law enforcement in setting up a controlled drug transaction with the Defendant.

Before the transaction, the officers searched Mr. Howell and his vehicle and found no contraband. They then gave him \$100 in funds and a recording device. The officers also intended to follow Mr. Howell to the transaction and to maintain visual contact with him.

The transaction was initially arranged to occur at a residence. As Mr. Howell drove there, however, the Defendant sent him a text message stating, "[m]eet you on road got be there by 6." Other messages reflected that the Defendant was passing a store and turning from a highway. The messages between Mr. Howell and the Defendant spanned only a few minutes before the meeting location changed. The exchange ultimately occurred on a nearby road.

Mr. Howell observed the Defendant approaching in a Ford Expedition. Both vehicles slowed, and Mr. Howell testified that he intended to purchase one gram of cocaine. He handed the Defendant the \$100 provided by law enforcement, and the Defendant handed him a foil-wrapped packet. The interaction lasted only a few seconds.

Meanwhile, the officers followed several car lengths behind Mr. Howell. Agent Massey saw the roadside interaction and passed within three to five feet of the Defendant's vehicle. He identified the Defendant as its driver and sole occupant. Although Agent Massey could not identify the object exchanged from his vantage point, he observed the interaction between the two vehicles.

After the exchange, Mr. Howell returned to the church and gave the foil packet to the officers. They searched him and his vehicle again and found no other contraband.

Laboratory testing established that the packet contained 0.87 grams of cocaine. In addition, the telephone number in Mr. Howell's messages matched a telephone later seized from the Defendant.

On May 21, 2024, a Lincoln County grand jury charged the Defendant with the alleged sale and delivery of cocaine occurring on July 14, 2023.¹ During the later trial, the State called witnesses to testify as to the above facts. Following the proof, the trial court instructed the jury on the charged offenses and on simple possession or casual exchange as a lesser-included offense.

The jury found the Defendant guilty of both selling and delivering 0.5 grams or more of cocaine. The trial court later merged the delivery conviction into the sale conviction and sentenced the Defendant as a career offender to thirty years' confinement.

The Defendant timely moved for a new trial, which the trial court denied by entry of a written order on August 5, 2025. The Defendant filed a timely notice of appeal twenty-eight days later. *See* Tenn. R. App. P. 4(a).

STANDARD OF APPELLATE REVIEW

For each issue raised on appeal, we must first determine the appropriate standard of appellate review. *State v. Enix*, 653 S.W.3d 692, 698 (Tenn. 2022). The sole issue in this case is whether the evidence is legally sufficient to support the Defendant's convictions.

"The standard for appellate review of a claim challenging the sufficiency of the State's evidence is 'whether, after viewing the evidence in the light most favorable to the prosecution, *any* rational trier of fact could have found the essential elements of the crime beyond a reasonable doubt.'" *State v. Miller*, 638 S.W.3d 136, 157 (Tenn. 2021) (quoting *Jackson v. Virginia*, 443 U.S. 307, 319 (1979)). This standard of review is "highly deferential" in favor of the jury's verdict. *See State v. Lyons*, 669 S.W.3d 775, 791 (Tenn. 2023). Indeed, when making that determination, the State "is entitled to the strongest legitimate view of the evidence and any reasonable inferences that may be drawn from it."

¹ The grand jury charged the Defendant with several transactions linked to the sale and delivery of cocaine, though the trial court later severed most of the charges for trial. This appeal concerns only the alleged sale and delivery occurring on July 14, 2023.

State v. Rimmel, 710 S.W.3d 640, 645 (Tenn. 2025) (citation and internal quotation marks omitted).

To that end, “[w]e do not reweigh the evidence, because questions regarding witness credibility, the weight to be given the evidence, and factual issues raised by the evidence are resolved by the jury as the trier of fact.” *State v. Curry*, 705 S.W.3d 176, 183 (Tenn. 2025) (citations omitted). “The standard of review is the same whether the conviction is based upon direct or circumstantial evidence.” *State v. Dorantes*, 331 S.W.3d 370, 379 (Tenn. 2011) (citation and internal quotation marks omitted).

ANALYSIS

The Defendant argues that the evidence is not legally sufficient to sustain the convictions for selling and delivering cocaine because the record contains no proof of the timing, communication, or bargaining that preceded the exchange. According to the Defendant, the proof established only a casual exchange between the parties.

The State responds that the meeting between the Defendant and Mr. Howell was planned, not a matter of fortuitous happenstance. According to the State, Mr. Howell’s testimony that he arranged to buy cocaine for a set price established a bargained-for offer and acceptance. The State further contends that the completed exchange satisfied the transfer component of both a sale and delivery. We agree with the State.

A. RELEVANT LAW

“The first step in evaluating the sufficiency of the evidence is to identify the elements of the offense.” *Rimmel*, 710 S.W.3d at 646. In this case, the Defendant was convicted of knowingly delivering and selling a controlled substance. Tenn. Code Ann. § 39-17-417(a)(2), (3) (2025). Cocaine is a Schedule II controlled substance, *id.* § 39-17-408(b)(4), and the sale or delivery of 0.5 grams or more of cocaine is a Class B felony, *id.* § 39-17-417(c)(1).

The plain language of section 39-17-417(a) defines the sale of a controlled substance with two conduct elements: a sale and a controlled substance. *Cf. State v. Gabehart*, 691 S.W.3d 24, 26 (Tenn. Crim. App. 2024). One mental state, knowledge, applies to each of those conduct elements. *Id.* Concerning the sale itself, the State must

prove that the defendant was “aware of the nature of the conduct” or that his or her conduct involved a sale. *Id.* (citing Tenn. Code Ann. § 39-11-302(b)). Concerning the controlled substance, the State need only prove that the defendant was aware the object was a controlled substance. *Id.* at 26-27. The State need not prove the defendant knew its specific nature. *Id.*

As this court recognized in *Holston*, a sale has “two components: a bargained-for offer and acceptance, and an actual or constructive transfer or delivery of the subject matter property.” *State v. Holston*, 94 S.W.3d 507, 510 (Tenn. Crim. App. 2002). “One who accepts payment in exchange for property is involved in a sale.” *Id.* at 510-11.

The delivery of a controlled substance likewise involves two conduct elements: a delivery and a controlled substance, and the same knowing mental state applies to each. Tenn. Code Ann. §§ 39-17-417(a)(2); 39-11-302(b) (2025). Delivery means “the actual, constructive, or attempted transfer from one person to another of a controlled substance, whether or not there is an agency relationship[.]” *Id.* § 39-17-402(6).

By contrast, it is a Class A misdemeanor for a person to knowingly possess or “casually exchange” a controlled substance “unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of professional practice.” *Id.* § 39-17-418(a) (2025). When circumstances indicate a casual exchange of a small amount of a controlled substance among individuals, the fact finder may infer that the person did not possess the substance for the purpose of selling or otherwise dispensing it in violation of the sale-and-delivery statute. *Id.* § 39-17-419 (2025).

A casual exchange generally “contemplates a spontaneous passing of a small amount of drugs, for instance, at a party,” and money may or may not be involved. *State v. Martin*, No. M2024-00480-CCA-R3-CD, 2025 WL 48206, at *2 (Tenn. Crim. App. Jan. 8, 2025) (quoting *State v. Copeland*, 983 S.W.2d 703, 708 (Tenn. Crim. App. 1998)), *no perm. app. filed*. Further, a casual exchange “occurs when the transfer of the controlled substance is made without design.” *State v. Carey*, 914 S.W.2d 93, 96 (Tenn. Crim. App. 1995) (citing *State v. Helton*, 507 S.W.2d 117, 120 (Tenn. 1974)).

Stated another way, casual exchange describes a transfer “without the characteristics of bargaining, pecuniary motive, and design typical of a sale.” *State v. Hogan*, No. M2017-01115-CCA-R3-CD, 2018 WL 3493160, at *8 (Tenn. Crim. App. July 20, 2018), *perm.*

app. denied (Tenn. Nov. 14, 2018). Courts look to whether the defendant gave the drugs “out of friendship or as a friendly gesture,” whether there is evidence of “pecuniary motive,” whether the parties had a “prior relationship” independent of the transaction, and whether there was “any reason . . . to be together, other than for the buyer to purchase drugs.” *State v. Caudle*, No. M2020-01365-CCA-R3-CD, 2021 WL 5872952, at *8 (Tenn. Crim. App. Dec. 13, 2021) (citation and internal quotation marks omitted), *perm. app. denied* (Tenn. Feb. 10, 2022).

B. SUFFICIENCY OF THE EVIDENCE

Applying these standards and viewing the evidence in the light most favorable to the State, we hold that the evidence supports both the sale and delivery convictions, and that the jury was entitled to reject the Defendant’s casual-exchange theory. Mr. Howell’s testimony establishes the bargained-for agreement. He explained that he helped law enforcement set up the transaction and intended to purchase one gram of cocaine for \$100. The parties planned to meet at a specific location, but the Defendant later sent a message changing the meeting place. That message presupposed an existing arrangement, because the Defendant did not text to negotiate price, quantity, or conditions. He texted only to alter the location of the exchange. This conduct signals that the parties had previously set the terms of the exchange.

The immediacy of the roadside exchange confirms both the transfer component of the sale and the presence of a design. When the vehicles met, the parties did not negotiate or engage in a chance encounter. Instead, they slowed beside one another, Mr. Howell handed the Defendant \$100, and the Defendant immediately handed Mr. Howell a foil packet containing cocaine. Officers followed Mr. Howell and identified the Defendant as they passed him, observing that he was the only person in his vehicle. The absence of any contemporaneous negotiation confirms that offer and acceptance had already occurred before the parties arrived, and that the transfer was not a friendly gesture or a spontaneous passing of drugs. *See Copeland*, 983 S.W.2d at 708; *State v. Prince*, 713 S.W.2d 914, 918 (Tenn. Crim. App. 1986).

The Defendant challenges this conclusion on several grounds. He argues that the record contains no proof of the timing, communication, or bargaining that preceded the exchange, and that the parties’ years-long acquaintance and the small quantity exchanged are more consistent with a casual transfer than a bargained-for sale. We respectfully disagree.

Nothing in the record suggests the Defendant gave Mr. Howell the cocaine out of friendship, spontaneously, or as a favor; rather, Mr. Howell paid an agreed price for a specific quantity, which is direct evidence of pecuniary motive. Although the two men were acquainted, that relationship arose from Mr. Howell's prior purchases of marijuana from the Defendant, not from a personal or social connection independent of drug transactions. The parties had no reason to meet on the day of the offense other than to complete the exchange. Under these circumstances, the Defendant's prior acquaintance with Mr. Howell does not establish the kind of relationship *Caudle* contemplates, and it does not support a casual-exchange finding as a matter of law.

Moreover, although the Defendant characterizes the quantity exchanged, 0.87 grams, as being small, the question here is whether the transfer nonetheless reflects a design. *See also Copeland*, 983 S.W.2d at 708; *State v. Atkins*, No. E2024-00320-CCA-R3-CD, 2025 WL 2305609, at *10 (Tenn. Crim. App. Aug. 11, 2025) (recognizing that a design may be shown through coordinated conduct alone without reference to the quantity exchanged), *no perm. app. filed*. As explained above, the factors we identified in *Caudle* and the parties' bargained-for conduct allowed a rational trier of fact to answer that question in the affirmative.

Finally, the trial court instructed the jury on casual exchange, and the jury rejected that lesser offense. It was the jury's role to assess Mr. Howell's credibility, weigh his motives for cooperating, and decide what inferences to draw from the brief interval after the exchange. We may not revisit those determinations on appeal. *Curry*, 705 S.W.3d at 183. The Defendant is not entitled to relief.

CONCLUSION

In summary, we hold that the evidence is legally sufficient to support the Defendant's convictions for the sale and delivery of 0.5 grams or more of cocaine. Accordingly, we respectfully affirm the judgments of the trial court.

s/ *Tom Greenholtz*

TOM GREENHOLTZ, JUDGE