

AGREEMENT OF DEFERRED PROSECUTION

DPA NO. 2008-87

THIS AGREEMENT is made and entered into this 15th day of June, 2009, between the State of Oklahoma, through its duly elected District Attorney, Frederick S. Esser, hereinafter referred to as "STATE OF OKLAHOMA" or "DISTRICT ATTORNEY", and Jesse S. Harris, hereinafter referred to as "THE ACCUSED."

THIS AGREEMENT is made in the best interest of the accused, pursuant to 22 O.S. §305.1 et seq. and 22 O.S. §991f-1.0 et seq., and is not contrary to the public interest of the State of Oklahoma or its people.

The District Attorney hereby states that he has sufficient evidence at this time to charge the accused with the crime(s) of:

21 O.S. § 22 - GROSS INJURY OF THE PUBLIC PEACE a MISDEMEANOR, on or about the 9th day of March, 2008, by willfully and wrongfully committing an act that was grossly injurious to public peace at the Extended Stay Motel, 8201 E. Skelly Drive, Tulsa, Tulsa County, Oklahoma.

The State of Oklahoma does hereby agree to defer or delay the filing of the above criminal charge and information against the accused for a period of 1 year (or until the termination of this agreement as hereinafter set forth), upon the following terms and conditions:

- 1) The accused does hereby acknowledge the right to a speedy and public trial by jury; the right to see and hear all witnesses called to testify against the accused and to question all such witnesses; the right to remain silent (no one can make the accused testify in court or comment about the fact that the accused chose not to testify). The accused may testify if the accused wants to; however, anything the accused says can and will be used against the accused in a court of law; the right to subpoena witnesses and evidence, including the attendance of any witness in favor of the accused. The accused is presumed innocent of this crime and the State of Oklahoma is required to prove every element of the crime beyond a reasonable doubt. The accused has the right to talk to a lawyer and have him present prior to and during the signing of this agreement. The accused does not have to make any statements concerning the crime and if the accused chooses to discuss it, the accused can stop at any time; the accused also understands the right to a speedy trial and speedy accusation; which means to have the District Attorney file charges and have guilt or innocence decided by a jury as soon as possible. The accused has read and understands each of the above rights and also agrees to waive or give up all these rights, as well as waive the statute of limitations concerning the offenses, in exchange for the District Attorney agreeing to this deferred prosecution agreement.
- 2) The accused does hereby agree to the following conditions during the time period of the deferred prosecution agreement:
 - a) The accused will not violate laws or ordinances of any city, state or of the federal government.
 - b) The accused understands that it will be a violation of this agreement to not tell the truth to any branch of government or a representative thereof.
 - c) The accused hereby agrees to the following special conditions:
 - i. Restitution: \$ 0.00

- ii. Statutory Fees: \$ 0.00
- iii. Probation Fee: \$ 0.00
- iv. Community Service: N/A
- v. Treatment Programs: Must successfully complete *Judges Helping Judges* program, provide proof of compliance to the Washington County District Attorney's Office on a regular monthly basis, *if requested by state and confirmed by Allen Smallwood.*
- vi. Payment of reimbursement for witness travel expenses to the District Attorney's Office in the amount of \$1,200.00.

- d) The accused will not change residential addresses without prior notification to the District Attorney. The accused will notify the District Attorney of any change of employment.
 - e) The accused hereby states that the accused has carefully read the above rules and conditions and fully understands what the accused's obligations are while under supervision according to the terms of this agreement. The accused fully understands and agrees that to stay on the deferred prosecution program depends entirely on the accused's conduct and that should the terms and conditions of this agreement be violated, the District Attorney may choose to terminate this agreement and file criminal charges against the accused. The accused acknowledges that failure to comply with these rules and conditions may be cause for immediate termination of this agreement by the District Attorney.
- 3) The accused hereby agrees to let the District Attorney or his representative photograph any property, which would have been used by the District Attorney in the courtroom, if the accused had been charged with a crime. The accused hereby agrees that the photographs of the property can be used and admitted into evidence in court and be considered competent evidence and the best evidence.
 - 4) The State of Oklahoma hereby agrees not to file charges against the accused for the crime which was the basis for the originally filed charge if the accused satisfactorily completes the conditions of this agreement.
 - 5) The State of Oklahoma and the accused may mutually terminate this agreement at any time and the case shall proceed as if there had been no agreement.
 - 6) If the State of Oklahoma decides to terminate this agreement without the consent of the accused, it shall only do so after considering all the relevant circumstances of the case, and shall only do so after giving notice to the accused and his attorney and tell the reasons for the termination and disclose to the accused and his attorney the reasons supporting the decision to terminate; notice of the State's intention to terminate shall be given by United States mail to the last known address of the accused or the attorney for the accused.
 - 7) In the event this agreement is terminated by the State of Oklahoma, and the accused is brought to trial before a jury, any delay in filing charges while the accused was participating in the deferred prosecution program shall not be considered by the jury.
 - 8) If the accused completes the program herein set out, the State of Oklahoma agrees not to file the originally filed charge. In addition, the case file of the accused shall be sealed and not be

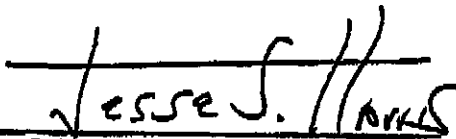
released or viewed except on a limited basis by law enforcement or prosecution personnel for the purposes of determining if the accused has committed a new criminal offense.

- 10) The accused acknowledges that payments will only be accepted by the District Attorney in the form of a money order. The accused acknowledges that separate payments are required for Restitution and Probation/Statutory Fees. Money orders for Restitution shall be made out to: "DA Restitution. Money orders for Probation/Statutory Fees shall be made out to: "DPA". The accused acknowledges that the probation fee of: \$ 0.00 is due at the time this agreement is executed.
- 11) The accused admits that he/she committed the offense(s) of:
21 O.S. § 22 - GROSS INJURY OF THE PUBLIC PEACE a MISDEMEANOR, and has provided a voluntary statement acknowledging same.
- 12) The accused states that his/her current address was previously provided. The accused states that his/her current employer is Tulsa County District Judge.
- 13) The accused states that his/her date of birth was previously provided. The accused states that his/her social security number was previously provided.


The State of Oklahoma and the accused both understand and agree with the terms and conditions of this agreement.

FREDERICK S. ESSER
DISTRICT ATTORNEY


Frederick S. Esser


Jesse S. Harris

Jesse S. Harris
Accused


Allen Smallwood
Attorney for Accused


Joe Wohlgemuth
Attorney for Accused