

AGREEMENT

Comes now the State of Washington, by and through Norm Maleng, King County Prosecuting Attorney, and the Defendant, Gary Leon Ridgway, and his attorneys, Anthony Savage, Mark Prothero, Todd Gruenhagen, Fred Leatherman, Eric Lindell, Michele Shaw, David Roberson and Suzanne Lee Elliott, and enter into the following Agreement in State v. Ridgway, King County Superior Court cause number 01-1-10270-9 SEA:

- 1) Definitions.
 - a) "Law Enforcement" means members of the King County Sheriff's Office and/or members of the Green River Homicides Investigation Unit.
 - b) "Prosecuting Attorney" means the King County Prosecuting Attorney Norm Maleng and his deputy prosecuting attorneys and staff.
- 2) The Current Charges. On December 5, 2001, the Defendant was charged with four counts of Aggravated Murder in the First Degree. The Defendant entered pleas of not guilty on all four counts. On April 15, 2002, the Prosecuting Attorney filed a Notice of Special Sentencing Proceeding with respect to the four counts. On March 27, 2003, the Prosecuting Attorney filed an amended information adding three additional counts of Aggravated Murder in the First Degree, and the Defendant entered pleas of not guilty to all counts. The deadline for filing a Notice of Special Sentencing Proceeding with respect to the three additional counts has been continued, at the Defendant's request, until September 1, 2003. The First Amended Information is attached as Appendix A to this Agreement.
- 3) The Defendant's Proffer. In May of 2003, the Defendant suggested to the Prosecuting Attorney that he would be willing to plead guilty to (1) the seven

counts of Aggravated Murder in the First Degree as currently charged in the First Amended Information, and (2) approximately forty-seven (47) other homicides that he committed in King County, Washington, if the Prosecuting Attorney would agree not to seek the death penalty against the Defendant for any of these crimes. The Defendant indicated that he wished to take responsibility for his criminal behavior. On June 10, 2003, the Defendant provided a written Proffer, attached as Appendix B to this Agreement and incorporated by reference herein. By this Agreement, the restrictions imposed on the parties in paragraphs numbered 1 through 8 of the Proffer (set forth on pages one (1) and two (2)) are hereby rescinded. By this Agreement, the Defendant reaffirms and adopts all representations made in the Proffer. The Defendant understands that the Prosecuting Attorney has relied upon the Defendant's representations in this Proffer and that any misrepresentation contained therein would constitute a material breach of this Agreement. In the event of a conflict between the terms of the Proffer and the terms of this Agreement, this Agreement shall control.

- 4) The Defendant's Obligations to Disclose. The Defendant agrees to disclose, to the best of his abilities, to Law Enforcement and the Prosecuting Attorney complete, truthful, and candid information concerning each and every crime that he has committed in King County, Washington. The parties acknowledge that in the nearly two decades since the commission of these crimes, other variables such as development, animal activity, and the like may have contributed to the loss or destruction of certain evidence. The requirements of this disclosure shall include, but are not limited to:

- a) The Defendant shall answer, completely, truthfully, and candidly, all questions from Law Enforcement and the Prosecuting Attorney. The Defendant shall make no knowing omissions or shall withhold no information.
- b) The Defendant shall disclose the existence and precise location of all evidence, documents, records, memoranda, property and other physical items that have any direct or circumstantial relation to any crimes that he has committed in King County, Washington. These items include, but are not limited to, property of his victims, weapons, objects used to conceal the commission of the crimes, vehicles used to transport any of the victims, and the Defendant's written accounts or documentation of his crimes or his activities during the years when the crimes were committed. If requested, the Defendant, accompanied by counsel and a defense investigator, shall lead Law Enforcement to the location of these items.
- c) The Defendant shall disclose the existence and precise location of all undiscovered physical remains of his victims. If requested, the Defendant, accompanied by counsel and a defense investigator, shall lead Law Enforcement to the location of these remains.
- d) The Defendant shall identify any persons who have information concerning crimes that the Defendant has committed in King County, Washington. These include, but are not limited to, witnesses to his criminal activities or any actions he took to promote his criminal activities and individuals to whom he has made statements about any of his victims, his crimes, or his actions or whereabouts at the times of the crimes.

e) The Defendant shall truthfully and completely answer all questions during interviews conducted by Law Enforcement or the Prosecuting Attorney. The Defendant understands that such interviews may take months to complete and may continue up to the day of the sentencing hearing. The Defendant understands and agrees that he may be transported to and housed at a secure location where interviews can occur without interruption. The Defendant understands that the conditions at the secure location regarding visitors, diet, exercise, entertainment, etc., will be reasonable but may be inferior to those at the King County Correctional Facility, and he waives any objections to the conditions therein. The Defendant will be provided with reasonable access to a telephone to consult with counsel. The Defendant further understands and agrees that Law Enforcement may cease interviewing at any time and re-initiate interviews at their discretion at any time until the sentencing hearing. The Defendant understands that he may be questioned repeatedly about any given crime in an effort to determine his credibility. The Defendant shall submit to polygraph testing, which Law Enforcement or the Prosecuting Attorney may employ to determine his credibility. The Defendant understands that all interviews shall be videotaped and audiotaped but that a failure to do so shall not constitute a material breach of this Agreement. The Defendant consents to such recordings. The Defendant waives any provisions of RCW 9.73 which may apply to the recording of his questioning by Law Enforcement or the Prosecuting Attorney. The Defendant understands and agrees that no more than two of the Defendant's attorneys shall, at his request, be permitted to accompany him during the interviews. The Defendant understands

and agrees that, while he is free to consult with his attorney at any time during these interviews, his attorneys shall not interfere with or object to questions during the interview process unless a breach of this Agreement is alleged or the Defendant's answers to questions could implicate him in crimes committed outside King County.

- f) Absent express permission of the Prosecuting Attorney, the Defendant agrees that, prior to his sentencing hearing, he shall not make any disclosure of any information described in this section to anyone other than Law Enforcement, the Prosecuting Attorney, and the Defendant's attorneys.
- g) The Defendant understands and agrees that his breach of any provision of Section 4) of this Agreement will constitute a material breach of this Agreement.
- 5) Subsequent Investigation. The Defendant understands that the Prosecuting Attorney will endeavor to confirm the accuracy of the information that the Defendant provides under the terms of this Agreement by any investigative means which it deems, in its sole discretion, appropriate and necessary.
- 6) Plea. Upon complete, truthful, and candid disclosure by the Defendant of all crimes that he has committed in King County, Washington, the Prosecuting Attorney shall withdraw the notice to seek the death penalty on the currently charged counts and decline to seek the death penalty on any additional charges of Aggravated Murder in the First Degree arising from such crimes. Concurrently, the Defendant shall plead guilty as charged to (1) the seven counts of Aggravated Murder in the First Degree as charged in the First Amended Information and (2) all additional counts of Aggravated Murder in the First Degree, subsequently charged by the Prosecuting

Attorney, with respect to homicides that the Defendant has admitted to committing pursuant to this Agreement. The Defendant understands that the Prosecuting Attorney has the sole discretion in making the charging decision regarding the homicides in King County that the Defendant, pursuant to this Agreement, admits committing. At the time the Defendant's plea is taken, he shall state in his own words what acts make him guilty of the crimes in the Statement of Defendant on Plea of Guilty. The Defendant shall not enter a plea pursuant to North Carolina v. Alford, 400 U.S. 25 (1970). The Defendant agrees that, regardless of any applicable rule of evidence, his statements made to Law Enforcement and the Prosecuting Attorney pursuant to Section 4) of this Agreement are admissible at the plea and sentencing hearings.

- 7) Waiver of Rights Upon Plea of Guilty. The Defendant understands that he has the following important rights which he will give up and waive by entering this Agreement and pleading guilty:
- a) The right to a speedy and public trial by an impartial jury in the county where the crime is alleged to have been committed;
 - b) The right to remain silent before and during trial, and the right to refuse to testify against himself;
 - c) The right at trial to hear and question the witnesses who testify against him;
 - d) The right at trial to testify and to have witnesses testify for him. These witnesses can be made to appear at no expense to him;
 - e) The Defendant understands that he is presumed innocent unless the charge is proven beyond a reasonable doubt or he enters a plea of guilty; and

- f) The right to appeal a finding of guilt after a trial.
- 8) Endorsement of Agreement. The Prosecuting Attorney and the Defendant and his defense attorneys shall endorse and advocate for this Agreement before the trial court at the Plea Hearing and all other hearings. The Prosecuting Attorney confirms that this Agreement is consistent with the interests of justice and prosecuting standards.
- 9) Sentence. The Defendant waives his right to a speedy sentencing hearing and agrees that, at the request of the Prosecuting Attorney, the Court may continue the sentencing hearing to a date six (6) months after the entry of his pleas of guilty. The Defendant understands that the State will recommend that the Court impose the mandatory sentence of life imprisonment without possibility of parole on each of the counts, to be served consecutively. The Defendant further understands that, pursuant to RCW 10.95.030, any person convicted of the crime of Aggravated Murder in the First Degree shall be sentenced to life imprisonment without possibility of release or parole. The Defendant understands that a person sentenced to life imprisonment under this statute shall not have that sentence suspended, deferred, or commuted by any judicial officer and the indeterminate sentence review board or its successor may not parole such prisoner nor reduce the period of confinement in any manner whatsoever including but not limited to any sort of good-time calculation. The Defendant further understands that the department of social and health services or its successor or any executive official may not permit such prisoner to participate in any sort of release or furlough program. The

Defendant further understands that the Court will order him to pay restitution for his crimes.

- 10) Discovery. Upon the execution of this Agreement, the Defendant's right to receive further discovery in this case is suspended. Upon a finding of a material breach of this Agreement by either party, normal discovery obligations shall resume. No later than the date of the Defendant's sentencing, the Defendant, all defense attorneys, defense paralegals, defense investigators and other persons working on the Defendant's behalf shall return to the Prosecuting Attorney all materials, documents, photographs, and images (including any copies) that were produced by the Prosecuting Attorney to the defense as discovery in this case.
- 11) Waiver of Appeal and Collateral Attack. The Defendant understands that the law or consequences surrounding the death penalty or the charge of Aggravated Murder in the First Degree may change by future legislative, executive or judicial action. Nevertheless, the Defendant knowingly and voluntarily enters into this Agreement at this time because he wishes to take responsibility for his criminal actions as soon as possible and because he desires to know as soon as possible that he will not face the possibility of execution for any crime that he has committed in King County. The Defendant agrees to waive any right to pursue an appeal, in State or Federal court, of any convictions and/or sentences, decreed or imposed pursuant to this Agreement. The Defendant also waives his right to collaterally attack or make any post-conviction challenge to his convictions and/or sentences in either State or Federal court under the Washington State Constitution Art. 1, § 13, the Revised Code of Washington 7.36 et seq., the Revised Code of Washington 10.73 et seq., the

Rules of Appellate Procedure Title 16, Title 28 United States Code § 2254 or any other applicable State or Federal law or rule. The Defendant waives these rights after having reviewed his rights and remedies concerning appeals and collateral attacks with his attorneys.

- 12) Limited Remedy if the Convictions or Sentences Are Set Aside. The Defendant understands and agrees that the provisions of the foregoing section prevent the Defendant from bringing any future legal challenge of any kind to his convictions and sentences for Aggravated Murder in the First Degree. Nonetheless, the Defendant agrees and understands that, in the event that all or some of his convictions and/or sentences for Aggravated Murder in the First Degree are set aside for any reason, withdrawal of his pleas of guilty shall not be a remedy. Instead, the Defendant agrees and understands that his sole remedy shall be limited to a resentencing on every count for the crime of Murder in the First Degree. Furthermore, the Defendant agrees that his sentences for these crimes shall run consecutively.
- 13) Waiver of Right to Petition for Clemency. The Defendant understands and agrees that he will not petition the Governor, and/or the Clemency and Pardons Board or its successor, or any other entity or individual, for pardon or clemency or other relief from convictions or sentences arising from this Agreement.
- 14) Promises. No one has made any threats of any kind to the Defendant or to any other person to cause him to enter into this agreement. No person has made promises of any kind to cause the Defendant to enter this Agreement except as set forth herein. No additional promises, agreements and conditions have been entered

into other than those set forth in this Agreement and none will be entered into except in a written agreement signed by all parties.

- 15) Immunity. Nothing in this agreement shall be construed as providing the Defendant with any type of immunity, including but not limited to transactional immunity, use immunity or derivative use immunity.
- 16) Breach.
 - a) Determination of Breach. Should any party to this Agreement allege a material breach, the question of whether or not a material breach occurred shall be submitted to the King County Superior Court Judge then assigned to try this case.
 - b) Breach by Defendant. The Defendant understands that his failure to comply with the conditions and terms set forth in this Agreement will constitute a material breach of the Agreement which will release the Prosecuting Attorney from its promise and obligations contained in this Agreement. In the event of a finding of a material breach by the Defendant, the Prosecuting Attorney may, in its discretion, fully prosecute the Defendant on all substantive criminal charges, if any, which can be brought against him in King County. Pursuant to Evidence Rule 410, the Prosecuting Attorney may not introduce any of the Defendant's statements made pursuant to Section 4) of this Agreement against Defendant in any criminal or civil prosecution. However, the Defendant understands that the Prosecuting Attorney may use any other evidence obtained or derived, directly or indirectly, from the Defendant's actions undertaken pursuant to this Agreement, including evidence of any kind discovered or recovered as a result of the Defendant's statements.

- c) Breach by Prosecuting Attorney. In the event of a finding of a material breach of this Agreement by the Prosecuting Attorney, the Prosecuting Attorney will withdraw the death penalty on any count currently charged against the Defendant and will not seek the death penalty on any count subsequently charged which arises from the crimes admitted by the Defendant pursuant to this Agreement. In the event of a finding of a material breach by the Prosecuting Attorney, the Defendant shall not be afforded immunity of any kind for crimes of any kind.
- 17) Parties Bound. This agreement is limited to the Defendant, his attorneys, and the King County Prosecuting Attorney's Office, and cannot bind other federal, state, or local prosecuting or investigative authorities.
- 18) Confidentiality. Other than to the parties, ^{and} other persons reasonably necessary to carry out this Agreement, ~~and the King County Superior Court Judge assigned to the case,~~ no dissemination of this written Agreement shall be made until entry of a formal plea of guilty or upon subsequent express agreement of the parties.
- 19) Entire Agreement. This Agreement contains all terms, conditions, and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment.

AS
 MP/ed
 MS
 DWR
 JMM
 GNE

Norm Maleng
 Norm Maleng
 King County Prosecuting Attorney

6/13/2003
 Date

Gary Leon Ridgway
 Gary Leon Ridgway
 Defendant

6-13-03
 Date

Anthony Savage
 Anthony Savage #2208
 Defense Counsel

6-13-03
 Date

Mark Prothero
Mark Prothero
Defense Counsel

6/13/03
Date

Todd Gruenhagen
Todd Gruenhagen #12340
Defense Counsel

June 13, 2003
Date

Michele Shaw
Michele Shaw #19561
Defense Counsel

6/13/03
Date

Eric Lindell
Eric Lindell #18972
Defense Counsel

6-13-03
Date

Fred Leatherman by MP
Fred Leatherman #7223
Defense Counsel

6/13/03
Date

Dave Roberson
Dave Roberson 19298
Defense Counsel

6-13-03
Date

Suzanne Lee Elliott
Suzanne Lee Elliott
Defense Counsel #12634

6-13-03
Date

STATEMENT OF DEFENDANT

I have read the foregoing terms and conditions and have discussed them with my attorneys. I fully understand and accept them. I further represent that this Agreement is executed voluntarily and is of my own free will. No promises, commitments, or understandings have been made to or for me in connection with the execution of this Agreement other than those set forth above. I hereby indicate my assent to all of the terms and conditions of this Agreement by my signature below.

Gary Leon Ridgway
Gary Leon Ridgway

6-13-03
Date

