

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

IN THE DISTRICT COURT IN AND FOR OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FEB 08 2013

TIM RHODES  
COURT CLERK

STATE OF OKLAHOMA, )  
 )  
 Plaintiff, )  
 vs. )  
 WADE MOCK STARR )  
 )  
 Defendant. )

14  
Case No. CF-2012-3806

**MOTION TO DISMISS WITHOUT PREJUDICE AT DEFENDANT'S COST**

COMES NOW the State of Oklahoma, by and through its duly elected and acting Attorney General E. Scott Pruitt, by and through Assistant Attorney Megan Tilly, in and for Oklahoma County, State of Oklahoma, and moves this Court to dismiss the above entitled cause without prejudice, at the cost of the Defendant, pursuant to the terms of a Deferred Prosecution Agreement, attached herein as State's Ex. A.

WHEREFORE, the State of Oklahoma moves this court to dismiss at Defendant's cost the above entitled cause without prejudice, to the refileing of the same.

Respectfully submitted,

E. SCOTT PRUITT  
ATTORNEY GENERAL OF OKLAHOMA

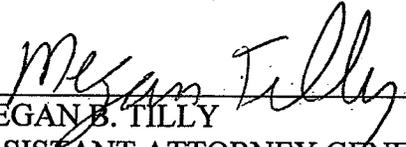
  
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MEGAN B. TILLY (OBA # 22655)  
ASSISTANT ATTORNEY GENERAL  
Chief, Multicounty Grand Jury Unit  
Attorney General Building  
313 N.E. 21st Street  
Oklahoma City, OK 73105  
voice: (405) 521-2975  
fax: (405) 522-2795  
ATTORNEY FOR STATE

**CERTIFICATE OF DELIVERY**

I hereby certify that on the 8<sup>th</sup> day of February, 2013 I hand delivered a true and correct copy of the above and foregoing Motion to Dismiss Without Prejudice to: Gary Wood, Esq., Riggs, Abney, Neal, Turpen, Orbison & Lewis, Inc., 5801 Broadway Extension, Suite 101, Oklahoma City, Oklahoma 73118, attorney for Defendant Wade Starr.

SCOTT PRUITT  
ATTORNEY GENERAL OF OKLAHOMA

by:

  
\_\_\_\_\_  
MEGAN B. TILLY  
ASSISTANT ATTORNEY GENERAL  
CHIEF, MULTICOUNTY GRAND JURY UNIT

## AGREEMENT OF DEFERRED PROSECUTION

The State of Oklahoma, by and through its duly elected and acting Attorney General E. Scott Pruitt, by and through Assistant Attorney General Megan Tilly, in and for Oklahoma County, State of Oklahoma, pursuant to 22 O.S. § 305.1 et seq. and after considering the factors listed below, enters into the following Deferred Prosecution Agreement with **WADE MOCK STARR**.

### FACTORS CONSIDERED

1. Whether the State of Oklahoma has sufficient evidence to achieve conviction;
2. The nature of the offense with priority given to first offenders and non-violent crimes;
3. Any special characteristics of Wade Mock Starr;
4. Whether Wade Mock Starr will cooperate and benefit from a deferred prosecution program;
5. Whether available programs are appropriate to Wade Mock Starr's needs;
6. Whether the services for Wade Mock Starr are more readily available from the community or from the corrections system;
7. Whether Wade Mock Starr constitutes a substantial danger to others;
8. The recommendations of the law enforcement agency involved in the case;
9. The opinions of the victim; and
10. Any mitigating or aggravating circumstances.

### VIOLATION

The Attorney General states he has sufficient evidence to charge Wade Mock Starr with one count of *Perjury By Conflicting Sworn Statements*, in violation of Title 21 O.S. § 496, and

two counts of *Perjury*, in violation of Title 21 O.S. § 491, related to or arising from Wade Mock Starr's testimony before the Thirteenth Multicounty Grand Jury on May 16, 2012. Wade Mock Starr fully cooperated in the investigation of this matter. This agreement is made in the best interest of Wade Mock Starr and is not contrary to the public interest of the State of Oklahoma.

In consideration of this Agreement, Wade Mock Starr hereby states he has in fact committed the crimes of one (1) count of Perjury by Conflicting Sworn Statements as alleged in count 1 of the Indictment and one (1) count of Perjury as alleged in count 3 of the Indictment, and acknowledges that such admission would be used against him in the event that the he is brought to trial.

The State of Oklahoma, by and through the Attorney General of Oklahoma, hereby agrees not to prosecute the above offenses against Wade Mock Starr provided he complies with the terms and conditions of this *Deferred Prosecution Agreement* as provided by law.

#### **TERMS AND CONDITIONS**

Wade Mock Starr agrees to comply with the following terms and conditions of this *Deferred Prosecution Agreement* for a period of two (2) years from the date of this agreement:

(1) Wade Mock Starr does hereby acknowledge the right to a speedy and public trial by jury; the right to confront and cross-examine all witnesses called to testify against him; the right to remain silent; the right to subpoena witnesses and present evidence in his own defense; the right to testify if he so chooses, however, anything that Wade Mock Starr says can be used against him in a court of law; the right to be presumed innocent of the crime; and the right to require the State of Oklahoma to prove his guilt beyond a reasonable doubt. Wade Mock Starr has the right to counsel, and to have him present prior to and during the signing of this *Deferred Prosecution Agreement*, and if he cannot afford to hire an attorney, one would be appointed to

represent him. Wade Mock Starr has read and understands each of the above rights and specifically waives the right to a speedy accusation, a speedy trial, and any statute of limitations or other defenses to refiling of said charges in exchange for the State of Oklahoma agreeing to this Deferred Prosecution Agreement.

(2) Wade Mock Starr does hereby agree to the following conditions during the time period of this Deferred Prosecution Agreement;

(a) Wade Mock Starr shall not violate any laws of the City, State or Federal governments, and shall be law-abiding citizen, provided that offenses such as minor traffic and parking violations shall not be considered a violation of this agreement.

(b) Wade Mock Starr 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) Wade Mock Starr will pay a two thousand five hundred dollar (\$2,500) Victims Compensation Assessment pursuant to the provisions of Title 21 O.S. § 142.18;

(d) Wade Mock Starr will perform one hundred (100) hours of community service;

(e) Wade Mock Starr hereby states that he has carefully read the above rules and conditions and fully understands its obligations under the terms of this agreement.

(3) The State of Oklahoma hereby agrees not file charges against Wade Mock Starr for the crimes stated above if Wade Mock Starr satisfactorily completes the conditions of this agreement.

(4) As provided for by law, any deferred prosecution agreement shall be a record open to the public. 22 O.S. § 305.2(H).

## TERMINATION OF THE AGREEMENT

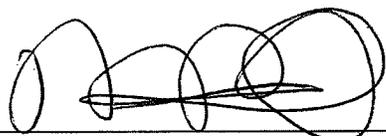
Both the State of Oklahoma and Wade Mock Starr may mutually terminate the deferred prosecution at any time, and the case shall proceed as if there had been no agreement. If the State of Oklahoma makes the termination decision unilaterally, it shall only do so in light of all the relevant circumstances of the case. Arrest of Wade Mock Starr for an offense shall not automatically terminate the agreement. If the State of Oklahoma should decide to terminate the agreement, it shall:

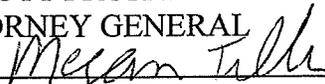
1. Send a written notice of termination to Wade Mock Starr and his attorney, if any, explaining the reasons for the termination;
2. Disclose to Wade Mock Starr, or the attorney for Wade Mock Starr, the evidence supporting the decision to terminate; and
3. Afford Wade Mock Starr the opportunity to be heard and present evidence, and cross-examine witnesses before a judge of the district court. He shall have ten (10) days from the date of mailing of the notice to file a written request with the court clerk for the county in which a charge is pending for the hearing, after which the right to a hearing shall be waived. The burden shall be upon the State of Oklahoma to prove that Wade Mock Starr did not fulfill the conditions of the agreement, and that an Information should be filed.

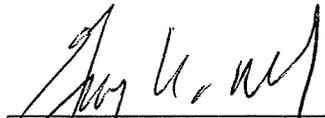
If the agreement is terminated by the State of Oklahoma, and Wade Mock Starr is brought to trial before a jury, Wade Mock Starr agrees that the court shall instruct the jury not to consider any delay in filing charges while Wade Mock Starr was participating in the deferred prosecution program.

The State of Oklahoma and Wade Mock Starr both understand and agree with the terms and conditions of this agreement.

DATED this 8<sup>th</sup> day of February, 2013.

  
\_\_\_\_\_  
Wade Mock Starr

E. SCOTT PRUITT  
ATTORNEY GENERAL  
By:   
Megan B. Tilly (OBA # 22655)  
Assistant Attorney General  
Chief, Multicounty Grand Jury Unit



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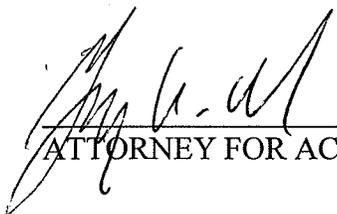
Gary W. Wood (OBA # 16365)  
Riggs, Abney, Neal, Turpen,  
Orbison & Lewis  
5801 Broadway Extension, Suite 101,  
Oklahoma City, Oklahoma 73118

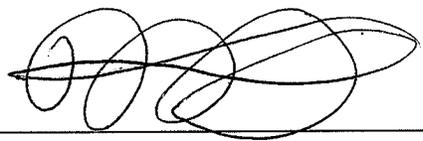
**WAIVER OF RIGHT TO SPEEDY TRIAL**

The undersigned Defendant, in consideration for a deferred prosecution of two (2) years, hereby waives his right to speedy trial under the Constitution and laws of the United States of America and under the Constitution and laws of the State of Oklahoma, and agrees that the above matter may be refiled and prosecuted if the undersigned Defendant violate any city, state or federal law within the term of the deferred prosecution.

My constitutional right to speedy trial has been explained to me and I understand and hereby waive and relinquish the same. This waiver is voluntary and in consideration of the deferred prosecution only.

DATED this \_\_\_\_\_ day of February, 2013.

  
\_\_\_\_\_  
ATTORNEY FOR ACCUSED

  
\_\_\_\_\_  
ACCUSED

  
\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

\_\_\_\_\_  
WITNESS