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Deputy District Attorney

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Attorneys for the People of the State of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF BUTTE**

|  |  |  |
| --- | --- | --- |
| THE PEOPLE OF THE STATE OF CALIFORNIA    Plaintiff,  vs.  Defendant. |  | No.  **PLEA AND TESTIMONY GREEMENT BETWEEN X AND BUTTE COUNTY DISTRICT ATTORNEY**  Date:  Time:  Dept: |

**PARTIES**

This agreement between the Butte County District Attorney's Office (District Attorney’s Office) and X records the commitments made by both parties regarding X‘s plea, testimony and cooperation with law enforcement.

X is presently represented by Attorney Y, who is aware of and consents to this agreement.

**RIGHTS**

X understands he has certain constitutional rights which are set forth below:

**Right to Remain Silent:** Xhas been advised by his attorney he has the right to remain silent and does not have to answer any questions or make statements of any kind to members of law enforcement in connection with any investigation. By entering into this agreement X expressly gives up his right to remain silent.

**Right to counsel:** X has been advised that he may contact his current attorney or any other attorney for assistance at any time this agreement is in effect.

**Additional rights**: Please see the plea form in case Z for a full list of the defendant’s rights.

**Case and Custodial Status**

**Charged case:** X is presently charged in Butte County Superior Court criminal case number Z with

**Sentencing exposure:** If convicted as charged X faced a potential exposure of Z years in state prison.

**Custodial Status**:

**Commitments and Agreement**

X makes the following commitments:

**Full cooperation:** X agrees to testify fully and truthfully in all court proceedings in all court proceedings including preliminary hearings, grand jury proceedings, pretrial hearings, and any trial or retrial or post-conviction proceeding in *People v.* . This obligation will continue until full and final resolution of People v. . During the pendency of this agreement, X will keep investigators from the District Attorney’s Office informed of his current telephone number and address. X will keep his attorney’s informed of his whereabouts, and agrees to make himself available and accessible on a continuing basis to the District Attorney’s Office**.** Xagrees to speak with the prosecution for any and all pre-hearing and pre-trial interviews and will answer all questions truthfully and completely. If X agrees to speak with the defense prior to trial, he will answer all questions from the defease truthfully and completely.

**Truth:** Xunderstands and agrees he must tell the truth X must tell the truth when questioned by any member of law enforcement (including probation or parole), any attorney, or any judicial officer. X understands his complete truthfulness and candor is an express material condition to this agreement.

**Use Immunity**: X will be granted USE IMMUNITYfor any information provided to law enforcement or truthful testimony related to this agreement.

**No Immunity:** X understands X is not entitled to immunity or dismissal of any prosecution of

for any crime committed by X while this agreement is in effect. X further understands the People expressly reserve the right to void this agreement if X engages in any criminal activity while this agreement is in effect.

**Disclosure and testimony:** X understands and agrees X’s cooperation will require sworn testimony in a state and/or federal judicial proceeding. X understands andagrees should such testimony be required, Xwill appear at any such judicial proceeding and testify truthfully. Further, Xunderstands and agrees X‘s identity, any statements by X and a copy of this agreement will be provided to all involved defense attorneys.

**Meetings without attorney:** X and his attorney understand and agree X‘s cooperation will likely involve multiple meetings with law enforcement officers and/or representatives of the District Attorney’s Office. X and his attorney waive notice to X‘sattorney of the meetings with law enforcement officers and the District Attorney’s Office during the period of cooperation, and waive his attorney’s presence at meetings with law enforcement officers and/or the District Attorney’s Office during the period of cooperation. This waiver does not affect X‘s right to speak with his attorney at any time during any law enforcement contact that furthers the goals of this agreement. Should X request advice from or the presence of his attorney, all conversations with law enforcement officers and/or representatives of the District Attorney’s Office shall cease, to allow X to contact his attorney.

X**’s conviction voids agreement:**  Xunderstands and agrees X cannot engage in criminal activity. Should X be arrested, charged or convicted of any criminal offense, the District Attorney expressly reserves the right to void this agreement.

**Failure to Appear:** X understands and agrees that failure to appear in court and testify truthfully in any state and/or federal judicial proceeding will void this agreement.

**Keep Advised of Whereabouts:** X understands and agrees that he must keep the Butte County District Attorney’s Office advised of his whereabouts and contact information for the duration of his probationary period.

X understands failure to complete or comply with any commitment listed above voids this agreement.

**District Attorney’s Office Commitments**

X understands and agrees is entitled to ONLY the benefits and commitments set forth below:

**Plea Agreement**: X will enter a plea of guilty to , in violation of Penal Code section , a felony. X’s maximum possible sentence is Z years in state prison. The District Attorney’s Office will move to strike the other charge and the special allegations charged in the complaint with a Harvey Waiver.

**Sentencing:** X agrees to continue his sentencing until full and final resolution in *People v.* presently Butte County case number .

**Housing:** X understands there is no agreement regarding his custodial status.

**Summary**

**No Other Agreements Apply:** There are no agreements, promises, understandings or incentives – express or implied - of any kind between the District Attorney's Office and X other than what is described in this document.

**X understands agreement**: All parties to this agreement acknowledge by their signature that they have read the agreement, understand it, have no questions or reservations regarding any provision contained within it, and agree to be bound by each term, commitment and condition set forth within it.

**Voiding the Agreement:** X understands and agrees that “voids this agreement” or “null and void” or “void” means X will forfeit **any** benefit contemplated by this agreement. In such instance, any guilty plea(s) and/or admission(s) entered by Xpursuant to this agreement will be withdrawn at the request of the District Attorney’s Office. Also, the original charging document that was in effect at the time of ‘splea(s) and/or admission(s) pursuant to the terms of this agreement will be re-instated in its entirety and the prosecution of X will re-commence as if this agreement never existed.

**Dispute:** Any dispute arising from this agreement will be resolved by the judge assigned to People. v. case number

All parties to this agreement acknowledge that this agreement was entered into knowingly, intelligently, and voluntarily.

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Defendant

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Defendant

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy District Attorney

Date: