

Statement of King County Prosecutor Dan Satterberg:

Twenty-year old Becky Marrero was last seen on December 3, 1982 near the SeaTac Airport.

When she left that afternoon, she left behind her 3-year old daughter Shawnte with her Aunt Mary. She never returned.

For the past 28 years the Marrero family has not known Becky's fate.

They have presumed that she fell victim to the nation's most prolific serial killer Gary Ridgway, who was murdering vulnerable young women with regularity during that time and in that community.

But they have also hoped, against all hope, that maybe Becky was alive, that maybe she would one day come home again.

Last December, human remains were found by some teenagers exploring a ravine near Auburn.

The King County Sheriff's Office responded, searched and recovered what was later identified as the remains of Becky Marrero.

Today we are charging Gary Ridgway with aggravated first degree murder for the death of Becky Marrero.

It will be his 49th count of aggravated murder.

The spot where Marrero's body was discovered is within 100 feet of an area that had been thoroughly searched by members of the Green River Task Force in 2003. During that search, the remains of another victim, Maria Malvar, were discovered.

Ridgway had directed the Task Force to that area, among many others, during the 5 months that he was interviewed by the Task Force. An exhaustive search of the steep ravine was conducted, but only Malvar's remains were found at that time.

Ultimately, in November of 2003, Ridgway was sentenced to life in prison for 48 counts of Aggravated First Degree Murder, the seven original counts and 41 others that were solved with his cooperation.

The plea agreement also required Ridgway to plead guilty to any and all future cases where his confession could be corroborated by reliable facts uncovered by the Task Force.

Ridgway confessed to killing Becky Marrero, but he was unable to provide sufficient details to warrant a charge at that time. The discovery of Ms. Marrero's remains changes all that.

Today he is being charged with aggravated murder, his 49th count, and we expect that he will plead guilty pursuant to the agreement. The Superior Court has scheduled the arraignment and plea to take place next Friday, the 18th at 1:30 at the Maleng Regional Justice Center in Kent.

This is not a death penalty case because it falls squarely within the agreement made in 2003. Seeking the death penalty would not just be difficult, it would be impossible under the agreement.

When the late Norm Maleng made the difficult decision in 2003, to trade the possibility of the death penalty for the truth about unsolved cases, he had cases like this one, and families like the Marerros, in mind.

There were disappearances that needed to be solved, questions that needed to be answered.

In the end, it wasn't about what Gary Ridgway deserved -- he deserves no mercy -- he deserved the death penalty.

But we knew that a single minded pursuit of the death penalty would come at a great cost -- the cost of the truth about the disappearance of dozens of young women that continued to haunt dozens of families in our community.

It wasn't about what Ridgway deserved. Rather, it was about what these families deserved -- those who lived with uncertainty and the anguish of unanswered questions compounding their grief.

On Saturday afternoon, Becky Marrero's family was finally able to give her a proper burial her after a church service.

Her daughter, her sister, her mother and other family and friends stood together with dignity and respect to pay tribute to this young woman who was taken from them much too soon.

Next Friday, this family, and the entire community, will watch as Ridgway is held accountable for this murder.

The Marreros have the right to face the man who killed Becky, and the opportunity to remind us all of what he took from them -- a daughter, a sister, a mother.

They finally have answers, and with these charges and anticipated guilty plea, they will have attained the truth, accountability, and they will have achieved a degree of justice for Becky Marrero.

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

THE STATE OF WASHINGTON,)	
)	
)	Plaintiff,
)	
v.)	No. 11-1-01287-1 KNT
)	
GARY LEON RIDGWAY,)	
)	
)	MOTION, FINDING OF PROBABLE
)	CAUSE AND ORDER DIRECTING
)	ISSUANCE OF SUMMONS OR
)	WARRANT AND FIXING BAIL
)	
)	Defendant.

The plaintiff, having informed the court that it is filing herein an Information charging the defendant with the crime of **Aggravated Murder in the First Degree**, now moves the court pursuant to CrR 2.2(a) for a determination of probable cause and an order directing the issuance of a summons or warrant for the arrest of the defendant, and

not bailable; and no contact direct or indirect with the family of Rebecca Marrero.

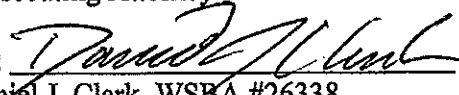
directing the issuance of a summons; and no contact direct or indirect with the family of Rebecca Marrero.

In connection with this motion, the plaintiff offers the following incorporated materials: The King County Sheriff's Office certification or affidavit for determination of probable cause; the King County Sheriff's Office suspect identification data; and the prosecutor's summary in support of order directing issuance of summons or order fixing bail and/or conditions of release.

If the defendant is not in custody, the plaintiff has attempted to ascertain the defendant's current address by searching the District Court Information System database, the driver's license

1 and identicard database maintained by the Department of Licenses, and the database maintained
2 by the Department of Corrections listing persons incarcerated and under supervision.

3 DANIEL T. SATTERBERG
Prosecuting Attorney

4 By: 
5 Daniel J. Clark, WSBA #26338
Senior Deputy Prosecuting Attorney

6 FINDING OF PROBABLE CAUSE AND ORDER FOR ARREST WARRANT

7 The court finds that probable cause exists to believe that the above-named defendant
8 committed an offense or offenses charged in the information herein based upon the police agency
certification/affidavit of probable cause incorporated and pursuant to CrR 2.2(a).

9 IT IS ORDERED that the Clerk of this Court issue a summons or warrant of arrest for the
10 above-named defendant; and

11 IT IS FURTHER ORDERED that

12 (X) not bailable; and no contact direct or indirect with the
family of Rebecca Marrero.

13 () directing the issuance of a summons; if the defendant is
14 incarcerated on the investigation charge herein the defendant shall
be released from custody; and no contact direct or indirect with
15 the family of Rebecca Marrero.


16 () Additional Conditions: _____

17 IT IS FURTHER ORDERED that the defendant be advised of the amount of bail fixed by
18 the court and/or conditions of his or her release, and of his or her right to request a bail reduction.
Service of the warrant by telegraph or teletype is authorized.

19 SIGNED this _____ day of February, 2011.

20 _____
21 JUDGE

22 Presented by:

23 
Daniel J. Clark, WSBA #26338
Senior Deputy Prosecuting Attorney

24 MOTION, FINDING OF PROBABLE CAUSE AND
ORDER DIRECTING ISSUANCE OF SUMMONS OR
WARRANT AND FIXING BAIL - 2

Daniel T. Satterberg, Prosecuting Attorney
Norm Maleng Regional Justice Center
401 Fourth Avenue North
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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,

Plaintiff,

vs.

GARY LEON RIDGWAY,

Defendant.

No. 11-1-01287-1 KNT

INFORMATION

COUNT I

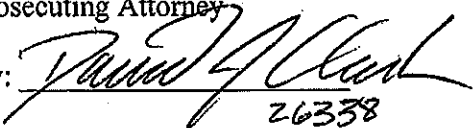
I, Daniel T. Satterberg, Prosecuting Attorney for King County in the name of and by the authority of the State of Washington, do accuse GARY LEON RIDGWAY of the crime of **Aggravated Murder in the First Degree**, committed as follows:

That the defendant GARY LEON RIDGWAY in King County Washington on or about December 3, 1982, with premeditated intent to cause the death of another person, did cause of death of Rebecca Marrero, a human being, who died on or about December 3, 1982;

That further an aggravating circumstance exists, to-wit: there was more than one victim and the murders were part of a common scheme or plan.

1 Contrary to RCW 9A.32.030(1)(a) and former RCW 10.95.020(8), and against the peace
2 and dignity of the State of Washington.

3
4 DANIEL T. SATTERBERG
Prosecuting Attorney

5 By: 
6 26338
Senior Deputy Prosecuting Attorney

ORIGINAL

CAUSE NO. 11 - I - 01287 - I KNT

CERTIFICATION FOR DETERMINATION OF PROBABLE CAUSE

That Scott Tompkins is a(n) Detective with the King County Sheriff's Office and has reviewed the investigation conducted in the King County Sheriff's case number(s) 84-141226;

There is probable cause to believe that Gary Leon Ridgway committed the crime(s) of First Degree Murder.

This belief is predicated on the following facts and circumstances:

On the afternoon of December 21st, 2010 three teenagers were exploring a ravine in the 29600 block of 65 Ave South in Auburn, King County, Washington, when they discovered what appeared to be a human skull. They called the police. Auburn Police Officers arrived, confirmed the skull was human, and contacted the King County Sheriff's Office [KCSO]. KCSO's Major Crimes Unit has regionally and nationally recognized expertise in the recovery and investigation of human remains (much of this expertise was developed while investigating scores of murders committed by the defendant, serial killer Gary Ridgway).

Later that afternoon, KCSO Detective Scott Tompkins and Sgt. Tony McNabb inspected the scene and observed, in addition to the skull, several vertebrae. On December 22nd, 2010, KCSO Major Crimes detectives returned to the scene and recovered more human remains. All this physical evidence was provided to the King County Medical Examiner's Office for examination and identification.

On the afternoon of December 22nd, 2010 Forensic Odontologist Dr. Gary Bell made a positive identification of the skull, based on dental records. The skull is Rebecca Marrero's.

Certification for Determination
of Probable Cause

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2 Rebecca "Becky" Marrero was last seen on December 3, 1982, when she was 20
3 years of age. At that time, she was staying at a motel on Pacific Highway
4 South [PHS] with her three-year-old daughter, her sister, and her boyfriend.
5 Marrero left her companions that evening to "turn a trick," and never
6 returned. Since the time of her disappearance, KCSO investigators have
7 presumed that Marrero was a victim of a man who murdered scores of young
8 women in King County -- the "Green River Killer." Like nearly all of the
9 Green River victims, Marrero was a young woman involved in street
10 prostitution, and like many of them, she was last seen along PHS.

11 Marrero's skull and remains were found approximately 100 feet from the spot
12 where, in 2003, investigators discovered the remains of another Green River
13 victim: Maria Malvar. Later that year, Ridgway pled guilty to the murders
14 of forty-eight women -- including Malvar -- in King County. In his plea
15 statement, Ridgway admitted that all the killings were premeditated, and that
16 they were part of a plan to kill as many women as possible. The discovery of
17 Marrero's remains, their remarkable proximity to Malvar's, other
18 circumstantial evidence, and statements made by Ridgway since his arrest in
19 2001 establish conclusively that Becky Marrero was, indeed, a victim of the
20 Green River Killer -- she was murdered by Gary Ridgway.

21 In 2001, DNA evidence linked the defendant Gary Ridgway to several of the
22 "Green River" victims. Ridgway was charged with four counts of aggravated
23 murder in the first degree. In 2002, the King County Prosecutor, Norm
24 Maleng, announced that he would seek the death penalty. For the next year, a
25 team of prosecutors and detectives reviewed and investigated the remaining

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1 uncharged "Green River" murders, submitting hundreds of items of evidence
2 from these unsolved homicides for forensic examination. In the spring of
3 2003, scientists linked paint fragments found at some of the Green River
4 crime scenes to Ridgway's place of employment (he was a painter) and
5 prosecutors charged him with three additional counts of aggravated murder.
6 However, the remaining forty-two "Green River" cases could not be linked
7 conclusively to Ridgway -- the passage of time, the belated discovery of the
8 victim's bodies, the absence of witnesses to the victims' disappearances, the
9 dearth of physical evidence, and the other plausible suspects involved with
10 many of the women meant that these cases could not be charged.

11 In 2003, Ridgway's attorneys approached Maleng and said that Ridgway would
12 plead guilty to all the Green River homicides he committed in King County, if
13 Maleng would forgo the death penalty. After serious reflection, Maleng told
14 Ridgway's attorneys that if Ridgway provided truthful information to
15 detectives about all the murders he committed in King County, and plead
16 guilty to Aggravated Murder in the First Degree for every murder he had
17 committed in this jurisdiction, he would not face the death penalty.

18 For the next five months, KCSO detectives interviewed Ridgway. During that
19 process, Ridgway led detectives to a number of remote areas in King County
20 where he said he left bodies that had not been discovered. Four sets of
21 human remains were recovered during searches at some of those sites. One set
22 of remains were Maria Malvar's. Investigators did not find the remains of
23 Becky Marrero.
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Certification for Determination
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1 During their interviews with Ridgway in 2003, KCSO detectives discovered that
2 Ridgway's memory for the specific details of most of the murders he committed
3 was poor. But Ridgway remembered Malvar -- she fought with him, scratching
4 him badly and leaving scars on his arms that are visible today. Malvar was
5 memorable to Ridgway for another reason. Malvar's boyfriend saw her leave
6 PHS in Ridgway's truck. He searched for the vehicle, and, a few days later,
7 discovered it parked outside Ridgway's residence and called the police. Des
8 Moines Police Department detectives interviewed Ridgway briefly about
9 Malvar's disappearance, but no evidence linking him to that crime was
10 developed.

11 In 2003, KCSO investigators interviewed Ridgway repeatedly about Becky
12 Marrero. Ridgway readily admitted killing Marrero, but the information he
13 provided was inconsistent, incomplete, and, in some cases, inaccurate. On
14 August 4, 2003 he admitted killing a number of women he met on PHS near the
15 area where Marrero was last seen, but when shown a photograph of her he said
16 she did not look familiar. He estimated from her photograph that she was
17 about 5'7" and 135 pounds. Marrero was smaller than that, and, in an effort
18 to jog his memory, detectives told him Marrero was a "small lady," "very
19 petite," and asked him to try to recall where he might have left a small
20 woman's body. On October 9, 2003, investigators asked Ridgway about Marrero
21 again. Ridgway said that his attorney had shown him a photograph of Marrero
22 and some other women he "kinda recognized." Asked what he recalled about
23 her, Ridgway described her as "small and petite." Ridgway was shown a
24 photograph of Marrero again, and said he was "quite sure" that he recognized
25 her as a woman he had killed. However, even after investigators told Ridgway
when Marrero had disappeared, and told him where he had left the bodies of

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1 victims he killed before and after that time, Ridgway could not say where he
2 might have left her body. On November 14, 2003, Ridgway said he recalled
3 killing Marrero but described her as blonde (she had dark hair). Later that
4 day, Ridgway said he left Marrero's remains in Tukwila where the remains of
5 another victim, Denise Bush, were found. On November 18, 2003, Ridgway said
6 he may have killed Marrero in the morning before he went to work, and left
7 her body along Interstate 90. On December 12, 2003, Ridgway said that he
8 could not recall where he put Marrero's body, but said he was sure it would
9 eventually be found.

10 In 2003, the King County prosecutor declined to charge Ridgway with a number
11 of homicides, including the murder of Marrero, despite Ridgway's admission to
12 the crimes. Although the investigators and prosecutors wanted to resolve
13 responsibility for all the Green River killings, they knew all the charges
14 against Ridgway had to be supported by independent evidence sufficient to
15 withstand any later review, by a court or otherwise. A summary of the
16 evidence, filed by the prosecutors in 2003, includes this observation:

17 There are a number of murders that Ridgway claims to
18 have committed which, in the view of the King County
19 Prosecuting Attorney, are not supported by sufficient
20 evidence to warrant a charge of Aggravated Murder in the
21 First Degree at this time. It is likely that Ridgway
22 killed these women, given their lifestyle, the
23 circumstances of their disappearance, and Ridgway's
24 prolific killing spree. In none of these cases has the
25 woman's body been recovered.

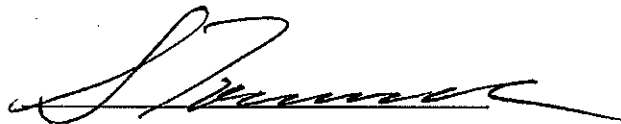
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1 After his guilty plea, Ridgway agreed to continue to provide information to
2 investigators about the uncharged homicides he had committed. In 2008,
3 during an interview at Walla Walla, Ridgway mentioned that he might have left
4 another woman's body along the road that passed near the site where Malvar's
5 body was found.

6 Now, in 2010, with proof that her body was left in close proximity to that of
7 Maria Malvar, another Ridgway victim, Becky Marrero is no longer the victim
8 of an uncharged Green River homicide. She was murdered by Gary Ridgway.

9
10 Under penalty of perjury under the laws of the State of Washington,
11 I certify that the foregoing is true and correct. Signed and dated
12 By me this 4 day of January, 2011, at Kent, Washington.

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Certification for Determination
of Probable Cause

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CAUSE NO. 11-1-01287-1 KNT

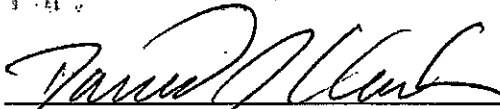
PROSECUTING ATTORNEY CASE SUMMARY AND REQUEST FOR BAIL AND/OR
CONDITIONS OF RELEASE

The State incorporates by reference the Certification for Determination of Probable Cause prepared by Det. Scott Tompkins from the King County Sheriff's Office concerning incident 84-141226.

REQUEST FOR BAIL

The defendant is currently serving four dozen consecutive life sentences for murders that were committed as part of a common plan and scheme with this charged offense. No bail should be allowed pursuant to Wash. Const. Art I, sec. 20, CrR 2.2(b)(2)(iv), and CrR 3.2(g). It is well beyond argument that this defendant poses a substantial danger to the community.

Signed this 7 day of February, 2011.


Daniel J. Clark, WSBA #26338

OFFICE OF THE PROSECUTING ATTORNEY
KING COUNTY, WASHINGTON

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Statement of Norm Maleng on Ridgway Plea

Our Green River nightmare is over. We have seen the face of justice: it brings truth for our community and for the families of the victims. Now the healing can begin.

This morning Gary Ridgway pled guilty to 48 counts of aggravated murder. In return for this plea, and the information necessary to solve and charge the crimes, we agreed not to seek the death penalty. This is a historic day for King County, one that will allow us to close this terrible chapter in our history. The Green River nightmare is over.

More than twenty years have passed since investigators from the King County Sheriff's Office began their search for the Green River killer. From 1982 through 1984, members of the Task Force were called upon dozens of times to respond to scenes where victims were discovered throughout King County. The investigators were extremely thorough and careful not to overlook any clue that might sooner or later reveal the identity of the killer. Little did they know that the evidence recovered from the very first crime scene would be instrumental in capturing the killer nearly 20 years later.

The meticulous police work of 1982 paid off in 2001 when modern forensic science finally caught up to Gary Ridgway. DNA comparisons linked him to three of the victims found in and near the Green River, plus a fourth victim found near Maple Valley. Ridgway was arrested and charged with these four crimes in December 2001.

The Green River Task Force was quickly re-established with the best detectives and the best deputy prosecutors in King County to continue their investigations, this time with Ridgway as the prime suspect. After more than a year of investigation, another major breakthrough came. Microscopic paint dust found on the clothing and crime scenes of more victims was positively compared to a certain type of paint used only at Ridgway's job site where he was a truck painter. This new forensic evidence supported charging three more counts, for a total of seven. As exciting as this development was, we realized that we had exhausted our leads in the remaining cases. There were no more dramatic forensic-science breakthroughs left. It became clear that despite the scores of cases still under investigation, we would be left with only seven that could be charged.

About this same time, in late April of this year, Ridgway's attorneys came to meet with me. They told me that Ridgway was willing to cooperate with the Green River Task Force. They said that he would accept responsibility for most of the homicides on the list and provide information to the Green River Task Force to permit them to resolve cases and locate the missing remains of victims. Ridgway's cooperation was conditioned upon our willingness to forgo the death penalty.

My immediate reaction was "No". The question leaped out to me just as it does to you: How could you set aside the death penalty in a case like this? Here we have a man presumed to be a prolific serial killer, a man who preyed on vulnerable young women. I thought, as many of you might, if any case screams out for consideration of the death penalty, it is this one. I realized, however, that this proposal

Page 2

had huge implications for families of victims, for the men and women of the Task Force, for the Sheriff, and for the entire community. It deserved thoughtful consideration.

I have long said that the mission of the King County Prosecuting Attorney's Office is not just to win cases, but to seek justice. One of the principles that we have followed in seeking justice is that we do not plea bargain with the death penalty. It is a principle I specifically mentioned with regard to this case at the time the case was filed. The reason for that policy is that it is not fair to defendants to use the death penalty as leverage for a plea to aggravated murder. The death penalty is too powerful a consequence to be used as a plea bargaining tool.

But this case squarely presented another principle that is a foundation of our justice system – to seek and know the truth. I knew that there were many people waiting for the truth in this case. I spent three weeks considering the defense proposal. I listened to members of the Green River Task Force, and to Sheriff Dave Reichert. I listened to my own team of senior deputy prosecutors and staff. I knew that, in the end, this was my decision to make and mine to defend.

I was searching for justice – what should be the legacy of this case? During this search I was reminded of the Biblical phrase from First Corinthians, Chapter 13: *“For now we see in a mirror, dimly, but then face to face.”* I finally saw a new face of justice. Before, I could only see the face of Gary Ridgway; but I began to see other faces – the mothers, fathers, sisters, brothers, and children of the victims. I saw that the justice we could achieve could bring home the remains of loved ones for proper burial. It could solve unsolvable cases the Task Force had spent twenty years investigating. It could begin the healing for our entire community. The justice we could achieve was to uncover the Truth.

We could have gone forward with seven counts, but that is all we could have ever hoped to solve. At the end of that trial, whatever the outcome, there would have been lingering doubts about the rest of these crimes. This agreement was the avenue to the truth. And in the end, the search for the truth is still why we have a criminal justice system.

Now, I know that defense attorneys will argue in future capital punishment cases that the resolution of this case should prevent the application of the law to their clients. But the law requires an individual consideration in each case. Each elected prosecutor has the responsibility to consider the aggravating and mitigating facts unique to each case. This case cannot be compared to any other set of facts. When courts review a death penalty case and evaluate the Prosecutor's decision, they are looking to see a principled consideration of all of the factors and principled application of the statute. The reasons supporting the resolution of this case are principled; they are based in justice, not in cost or convenience. This resolution promotes justice. It will meet any so-called “proportionality review” arguments made to our courts.

Gary Ridgway does not deserve our mercy. He does not deserve to live. The mercy provided by today's resolution is directed not at Ridgway, but toward the families who have suffered so much, and to the larger community. I have met with many of the families of the victims to share this news. Our meetings were very touching; their grief is still fresh, even twenty years later. They are people who have suffered life's most terrible hurt, the loss of a child. They are deserving of answers; they are deserving of truth; they are deserving of mercy.

Page 3

There are 48 families of 48 victims and none deserved their fates. We see photos of these young women, most taken during happier times in their short lives. They were young women, with troubles to be sure, but they each had their hopes and aspirations. They had moms and dads, sisters and brothers, and some had children. These victims were God's children, our children. They deserve our sympathy, our tears, and our mercy.

When I see the face of justice in this case, it is those young women that I see. They deserve to have truth of their fates known to the world. When I see the face of justice in this case, I will see each family impacted by these crimes. They deserve to know the truth about the fate of their loved ones. And the families who until recently have endured decades not knowing the whereabouts of their daughters – they deserved to be able to have a proper burial. They all deserve our deepest sympathy. Finally, the face of justice reflects our whole community. We have all suffered this terrible trauma known as the Green River murders. We deserve to know the truth and to move on.

Justice and mercy: for the victims, the families, and the community. That is why we entered into this agreement.

The story of the Green River Investigation is a story about heroes. It is, in the end, a story about dedication, commitment, and men and women who vowed to catch a killer, then spent most of their careers making good on that vow. The Sheriff's Office makes their commitment to justice a highly professional commitment. But in this case, that commitment also became highly personal. At the age of 32, Detective Dave Reichert was one of the first responders to the crime scene on the banks of the Green River. He was horrified and offended by what he saw that day. He forged strong and personal bonds with many of the families that he would encounter over the next several years on the Green River Task Force. He told those grieving families that he would never give up; that they would catch the killer.

Over the years he stayed in contact with these families. He understood their pain. This week, on Sunday, Monday and Tuesday, Sheriff Reichert met with many of those same people to tell them that their case had been solved. There were tears of sorrow and tears of gratitude, with now Sheriff Dave Reichert joining in, not as a representative of law enforcement, but as an old friend who was making good on a promise. A lot of men and women have served in the Task Force and given much to the result that we have today.

We have also been served by an exceptional team of deputy prosecuting attorneys and staff from my office, led by Senior Deputy Jeff Baird. Our team of the best and brightest includes Senior Deputies Patty Eakes and Brian McDonald, and Deputies Sean O'Donnell and Ian Goodhew. We will talk more tomorrow about this investigation and the dozens of men and women who devoted years of hard work to solving this case. But it is Sheriff Dave Reichert who best symbolizes the two-decade commitment to justice, the tireless dedication to this case, and the extraordinary humanity and decency of the Green River Task Force. I am proud to call him Sheriff.

2003 Plea Agreement

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/c2
MS
RWR
JMM
GNE

Norm Maleng
Norm Maleng
King County Prosecuting Attorney

6/13/2003
Date

DLR
Gary Leon Ridgway
11-5-03 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 #17223
Defense Counsel

6/13/03
Date

Dave Roberson
Dave Roberson 19298
Defense Counsel

6.13.03
Date

Suzanne Lee Elliott
Suzanne Lee Elliott #12634
Defense Counsel

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.

G L R Gary Leon Ridgway
Gary Leon Ridgway

6-13-03
Date

11-5-03