

US~Observer Note: While reading the Diversion Agreement below, take note that the only stipulations are those that are check marked. This diversion requires nothing much from her beyond \$225. If she had committed the crimes she was indicted on, why would they do this? They wouldn't.

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JOSEPHINE COUNTY

STATE OF OREGON,

Plaintiff,

vs.

JESSICA ANN-MARIE MORTON,

Defendant.

Case No.: 15CR17236

DIVERSION AGREEMENT
(MISDEMEANOR)

This Agreement is entered into by and between JESSICA ANN-MARIE MORTON, Defendant, and the District Attorney for Josephine County, Oregon.

Defendant has been charged with the criminal offense(s) of Custodial Sexual Misconduct in the Second Degree. The District Attorney has determined, pursuant to ORS 135.886, that it is in the best interest of justice and of benefit to Defendant and the community that Defendant participate in a diversion program.

Defendant's Stipulations: Defendant hereby states that:

(1) Defendant has not previously participated in a diversion agreement under ORS 135.881 to 135.901 in any court in the State of Oregon.

(2) Defendant understands the nature of the charge(s), that the maximum penalty for conviction is incarceration of 1 year or a fine of \$6,250.00 or both, and that consecutive sentences may be imposed. If Defendant is not a citizen of the United States, he/she understands that conviction may result in deportation, exclusion from admission to the United States, or denial of naturalization.

(3) Defendant has freely and voluntarily pled no contest to the charge(s) and agrees that there is a factual basis for the plea(s). Defendant understands and agrees that, by pleading guilty to the charged offense(s), he/she is waiving constitutional rights afforded to criminal defendants including: (a) the right to a public trial before a jury; (b) the right to a speedy trial; (c) the right to confront and cross-examine witnesses; and (d) the privilege against self-incrimination.

Now, therefore, Defendant and District Attorney agree as follows:

1. Diversion Period: Defendant and District Attorney agree that the charge(s) referred to herein will be removed from the court's active trial docket for a period of 180 days from the date of this Agreement. Defendant has read this Agreement and has had it explained to his/her satisfaction. Defendant understands and agrees to abide by all its terms.

2. Payment Terms:

2(a). Defendant agrees to pay a DA Diversion Fee of \$125 within 30 days of the date of this agreement. This payment is to be made to the Josephine County District Attorney's Office.

2(b). Defendant agrees, in addition, to pay the following costs and assessments which shall be paid in full no later than 150 days after the date of this Agreement. All of these payments are to be made to the Josephine County Courts:

- (i) Fine of \$(Fine Amount)
- (ii) Court Diversion Program Fee of \$100
- (iii) Victim Restitution of \$(Restitution Amount), payable to Josephine County

Courts on behalf of:

Tyler Kane Watson

- (v) Court-appointed Attorney Fees of \$_____ (to be determined by the Court)
- (vi) Other:

If your diversion is terminated by the court for any reason, there will be no refund of fees paid nor credit applied to any further fines or fees that may be assessed by the court, although the court may consider any partial payments made in imposing your sentence.

3. Performance Terms:

~~3(a). Defendant agrees to commit no crime or class "A" violations during the~~
period of this Agreement.

3(b). Defendant, in addition, agrees to complete the following obligations:

(i) Defendant shall perform (Hours) hours of community service. Defendant is to contact the Josephine County Probation and Court Services office within 14 days of the date of this Agreement to arrange to begin the service. Community Service hours are to be performed according to the agreement made with the service agency and must be completed no later than 150 days after the date of this Agreement.

(ii)a. Defendant shall attend and successfully complete, at Defendant's own expense, an alcohol or drug program. Defendant chooses to participate in the program provided by: (MUST CIRCLE ONE)

A. Adapt B. Choices C. Genesis

(ii)b. Defendant shall attend and successfully complete, at Defendant's own expense, an Alternatives to Violence program. Defendant chooses to participate in the program provided by: (MUST CIRCLE ONE)

A. Life Counseling Center B. Bradley Counseling Services

Defendant is to contact the treatment provider within 7 days of the date of this Agreement to begin the treatment program. Defendant understands that the treatment provider will determine whether Defendant has successfully completed the program, including payment of all fees charged by the treatment provider. Defendant agrees to provide the District Attorney with written confirmation from the treatment provider of Defendant's successful completion of the program no later than 150 days after the date of this Agreement.

Information Release: When an alcohol or anger management program is a part of this Agreement, Defendant's signature also constitutes Defendant's authorization for the treatment provider to release information to the District Attorney concerning Defendant's participation in and completion of or termination from the program.

(iii) Defendant agrees to consume no intoxicants, including alcohol and drugs, during the diversion period.

(iv) Defendant is to have no contact, directly or indirectly, with the victim or the victim's family, residence, and place of employment.

(If checked, (iv) will be subject to DA review upon the request of the victim and after defendant has completed three counseling sessions.

(v) (Other).

Defendant is advised that the District Attorney's Office may contact the victim(s) during the diversionary period to monitor the defendant's treatment progress.

4. Dismissal: At the end of the diversion period, if all terms of this Diversion Agreement have been fully complied with, the charging document on file herein shall be dismissed with prejudice and be forever barred from prosecution.

5. Breach: If Defendant breaches any of the terms of this Agreement, District Attorney may seek to terminate this Agreement by filing a Notice of Termination and Findings of Breach with the court. The Defendant may request a hearing where the state must prove by a preponderance of the evidence that defendant failed to fulfill the terms of this Agreement. Upon Defendant's appearance in court, District Attorney will

request that the court impose sentence upon Defendant's previously-entered no contest plea(s).


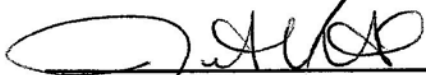

6. Definitions: "The date of this Agreement" means the date that this Agreement is signed by the District Attorney. "Diversion period" means the 180 day period of this Agreement. "District Attorney" means the District Attorney or a Deputy District attorney for Josephine County.

7. Defendant's Address and ~~Phone No. and/or Message Phone:~~

Date of Birth: _____

(The above information must be provided at the time diversion agreement is signed.)

Defendant agrees to notify the District Attorney in the event of change of address or phone number.

	12-17-15
DEPUTY DISTRICT ATTORNEY	DATE
	12-17-15
DEFENDANT	DATE
	12-17-15
ATTORNEY FOR DEFENDANT	DATE

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JOSEPHINE COUNTY

STATE OF OREGON,

Plaintiff,

vs.

JESSICA ANN-MARIE MORTON,

Defendant.

Case No.: 15CR17236

NOTICE OF MISDEMEANOR
DIVERSION

NOTICE IS HEREBY GIVEN that the above-named defendant has entered into a Diversion Agreement with the Josephine County District Attorney, pursuant to ORS 135.881 to 135.901. The Diversion Agreement provides that the proceedings herein will be stayed for a period of 180 days beginning December 17, 2015, and that the criminal proceedings will resume only in the event of the defendant's breach of any condition of the Agreement.


DEPUTY DISTRICT ATTORNEY

12-17-15
DATE


DEFENDANT

12-17-15
DATE


ATTORNEY FOR DEFENDANT

12-17-15
DATE

NOTICE OF MISDEMEANOR DIVERSION

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**CIRCUIT COURT FOR THE STATE OF OREGON
IN AND FOR JOSEPHINE COUNTY**

STATE OF OREGON,

Plaintiff,

vs.

JESSICA ANN-MARIE MORTON,

Defendant.

Court No. 15CR17236

**MEMORANDUM OF
UNDERSTANDING RE: PLEA &
DA DIVERSION**

TO: The CIRCUIT COURT,

The following are material terms and understanding which are a condition to Defendant's plea in this case:

- 1) Count 1 is NOT a sex crime as defined by ORS 181.805 and is therefore a NON-REGISTRABLE offense;
- 2) At the time of the no-contest plea to Count 1 all remaining counts shall be dismissed. Upon successful completion of the DA diversion Defendant's criminal history will reflect that all counts in the indictment were dismissed. At that time Defendant may petition the Court for set aside pursuant to ORS 137.225 and the State will not oppose such a petition, assuming Defendant otherwise meets the qualifications of such petition;
- 3) Upon granting a petition for set aside pursuant to ORS 137.225 it is the parties' understanding that all records related to Defendant's arrest and the case disposition will be purged/erased from her criminal history record;

Memorandum

NATHAN D. WENTE, Attorney
P.O. Box 8743, Medford, OR 97501
Ph. 541-944-9880 OSBN: 112227

1 4) That Defendant's NO CONTEST plea is given in anticipation that the Court has agreed to be
2 bound by the plea agreement as provided in ORS 135.432.

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4 Should any of these material terms or understandings be incorrect Defendant shall have the right to
5 withdraw her plea and such a motion shall be granted.

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7 Agreed,

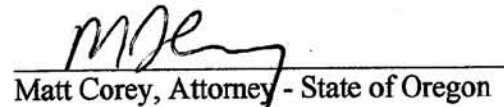
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10 Date: 12.17.15


Jessica Morton

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12 Date: 12.17.15


Nathan Wente, Attorney - Defendant

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15 Date: 12-17-15


Matt Corey, Attorney - State of Oregon

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24 **Memorandum**

NATHAN D. WENTE, Attorney
P.O. Box 8743, Medford, OR 97501
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