

Liam Gallagher
Office of the State Public Defender
723 5th Ave E
Kalispell, MT 59901
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IN THE ELEVENTH JUDICIAL DISTRICT COURT, FLATHEAD COUNTY

STATE OF MONTANA,

Plaintiff,

vs.

JASON WEIDELE,

Defendant.

Case No. DC 20-363C

PLEA AGREEMENT

THIS AGREEMENT is entered into by the State of Montana and the Defendant pursuant to § 46-12-211(1)(a) and (1)(b), M.C.A., which allows the Defendant to withdraw the plea if the Court does not follow the agreement:

(1) The terms of the agreement are as follow:

- (a) Defendant pleads guilty to amended Count I: Criminal Endangerment.
- (b) The State and Defendant will make the following sentencing recommendations:

Criminal Endangerment

- 5 years suspended sentence;
- Conditions of suspended sentence to be established at sentencing

2) With the signature below, Defendant acknowledges, understands and agrees that:

- a) Defendant is receiving the benefit of a negotiated plea agreement;
- b) By accepting these terms, Defendant is agreeing with the State of Montana that there is a factual basis to believe that Defendant committed the following offenses in Flathead County Montana:

i) Criminal Endangerment

- c) Defendant is waiving the right to object to and move for the suppression of any evidence that may have been obtained in violation of the law or constitution;


- 1 d) Defendant is waiving the right to plead not guilty, or to persist in that plea
2 if it has already been made, and thereby place the burden of proof in
3 proving guilt upon the prosecution beyond a reasonable doubt;
4 e) Defendant is waiving the right to a speedy and public trial by jury;
5 f) Defendant retains the right to the continued assistance of counsel;
6 g) Defendant has had ample time and opportunity to discuss this case with
7 counsel, received the full benefit of counsel's advice, and is satisfied with
8 the services of counsel;
9 h) Defendant is not suffering from any mental disease or defect, or any
10 emotional disability, nor acting under the influence of alcohol, drugs or
11 prescription medicine which affects Defendant's judgment;
12 i) Defendant has not been threatened, coerced, forced, intimidated, or
13 influenced in any way;
14 j) Defendant has entered into this agreement freely and voluntarily and with
15 full knowledge of its terms and conditions;
16 k) The plea agreement is an agreement between Defendant and the State, and
17 that in exchange for a particular plea the State will recommend a particular
18 sentence;
19 l) Defendant understands that the sentence to be imposed is within the sole
20 discretion of the sentencing judge, and that the State does not make any
21 promise or representation as to the actual sentence.
22 m) The State agrees that the Defendant shall be entitled to withdraw from this
23 agreement: (a) at any time prior to the entry of a guilty plea; or (b)
24 subsequent to the entry of a guilty plea in the event the State fails to
25 perform its obligations pursuant to this agreement.
26 n) The Defendant agrees that the State shall be entitled to withdraw from this
27 agreement in the event that the Defendant fails or refuses to comply with
28 the terms of this agreement.
o) The parties acknowledge that the Defendant has been fully advised of all
plea discussions between the State and his attorney.

DATED this 12th day of January, 2021.

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4 REVIEWED AND AGREED TO:

5 By: 
6 JASON WELDELE, Defendant

By: 
Liam Gallagher, Attorney for Defendant

7 By: 
8 Deputy Flathead County Attorney
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CERTIFICATE OF SERVICE

I, Amy Lee Kenison, hereby certify that I have served true and accurate copies of the foregoing Stipulation - Plea Agreement to the following on 01-19-2021:

Gregory John Rapkoch (Attorney)
723 5th Ave. E., Suite 100
Kalispell MT 59901
Representing: Jason David Weldele
Service Method: eService

Liam Eugene Gallagher (Attorney)
723 5th Ave East, Suite 100
Kalispell MT 59901
Representing: Jason David Weldele
Service Method: eService

Electronically signed by Jennifer Matson on behalf of Amy Lee Kenison
Dated: 01-19-2021