

IN THE DISTRICT COURT OF MONTGOMERY COUNTY, KANSAS

BO DANA RUPERT

Plaintiff,

vs.

LARRY MARKLE, in his official capacity as
County Attorney of Montgomery County

Defendant.

)
)
)
)
)
)
)
)
)
)
)

Case No. 2019-CV-000064-I

SETTLEMENT AGREEMENT

On August 14, 2019, Plaintiff Bo Rupert filed this Declaratory Judgment action and an accompanying Motion for Summary Judgment challenging the terms of his plea agreement with the State of Kansas. On October 15, 2019, Defendant Larry Markle—County Attorney of Montgomery County, Kansas— filed a Motion to Dismiss this action. To resolve this matter, the Parties hereby enter into the following agreement (“Agreement”):

(1) Mr. Markle and Mr. Rupert will agree to execute an Amended Plea Agreement in *State v. Rupert*, 2017-CR-000325-I, removing the following language from the last paragraph:

“The Defendant agrees to transfer his corrections to another State and not return to Kansas. If the defendant does return to Kansas then the terms of this agreement have been violated and the County Attorney may consider filing all other charges for additional offenses not filed now.”

All other terms of the plea agreement shall remain in place;

(2) Mr. Markle¹ will agree not to prosecute Mr. Rupert as a result of his absconder status. (*See* Montgomery County Warrant # 17CR325IC);

(3) Mr. Rupert's counsel will release a statement announcing resolution of this matter and clarifying the role that Mr. Rupert's defense counsel—Mr. Heath Lampson—played in crafting the terms of Mr. Rupert's plea agreement.

(4) Within a reasonable time following execution of this Agreement, the Parties shall file a joint motion asking the Court to deny as moot both Plaintiff's Motion for Summary Judgment and Defendant's Motion to Dismiss, and asking the Court to dismiss the case against Defendant with prejudice, all parties to bear their own attorney fees and costs. The Parties shall also file a joint motion asking the Court to deny as moot Mr. Rupert's criminal motion to correct illegal sentence filed in *State v. Rupert*, 2017-CR-000325-I.

(5) The provisions of this Agreement embody and reflect the entire understanding of the Parties and there are no representations, warranties, or undertakings other than those expressed and set forth in this Agreement. The provisions of this Agreement shall not be modified or amended in any way except by agreement in writing by all of the parties.

[SIGNATURE BLOCK ON NEXT PAGE]

¹ Mr. Markle executes this Agreement in his official capacity as the County Attorney of Montgomery County, and the Agreement is therefore binding on the Montgomery County Attorney's Office itself.


REVIEWED AND AGREED TO BY:


Mr. Bo Dana Rupert

Mr. Larry Markle
County Attorney of Montgomery County

REVIEWED AND AGREED TO BY:

Mr. Bo Dana Rupert



Mr. Larry Markle
County Attorney of Montgomery County