

STATE OF LOUISIANA * 15TH JUDICIAL DISTRICT COURT
VERSUS * CRIMINAL DOCKET NO: 60737
DEREK VIATOR * VERMILION PARISH, LOUISIANA

AGREEMENT

NOW INTO COURT, comes DEREK VIATOR, hereinafter referred to as "Defendant", defendant's attorneys, and the Office of the District Attorney, 15th Judicial District, State of Louisiana, through the undersigned Assistant District Attorneys, hereinafter referred to as "State", who represent the following, to-wit:

I.

The defendant has approached the State, directly and through and along with defendant's attorneys, and has indicated a willingness to cooperate by providing truthful information and assistance in crimes for which the defendant is charged, namely the First Degree Murder of TYLER DOMINGUE and the First Degree Murders of CODY FELL and ABIGAIL CLARK, as well as the revelation of facts, details, locations, and evidence peculiarly known by the defendant. The defendant, directly and through and along with defendant's attorneys, seeks to enter PLEAS to certain agreed upon crimes, with the consent of the court and the state with the stipulation that the court impose a certain agreed upon sentence, without conducting a sentencing hearing.

II.

The defendant agrees to provide the State with information and substantial assistance entirely dependent on the following:

- a. The defendant agrees to immediately give his full, complete, and truthful cooperation in the investigation of the crimes for which he is charged;
- b. The defendant agrees to the immediate revelation of the location of all evidence of the crimes for which he is charged and the immediate location of, recovery of, and the positive identification of TYLER DOMINGUE;

- c. The defendant agrees to, after full advice of rights and a waiver of rights, immediately provide a truthful interview or interviews, recorded and/or unrecorded, immediately produce any and all items, documents, or records, and appear in any video recording(s) of any interview and in any video reenactment(s) of the events leading up to, during, and after the crimes for which he is charged;
- d. The defendant, and his attorneys, agree and assert that the defendant is not incapacitated and has the mental capacity to proceed. The defendant agrees to an immediate examination by a physician, psychiatrist, and/or clinical psychologist, as designated by the State, if requested by the State;
- e. The defendant agrees that he will speak truthfully and completely in all interviews by any physician/psychiatrist/clinical psychologist, law enforcement officer(s), attorneys and assistant district attorneys. The defendant agrees that he will testify truthfully and completely in these proceedings, in the court proceedings of any other person(s), and at any trial, grand jury, hearing and/or motion regarding his and any other person(s) involvement in the planning, execution, commission, covering up, and /or obstruction into the investigation of the crimes for which he is charged herein;
- f. The defendant shall not claim his Fifth Amendment privilege against self -incrimination in any interviews by the physician/psychiatrist/clinical psychologist, law enforcement officer(s), attorneys and assistant district attorneys, and/or in these court proceedings, in the court proceedings of any other person(s) or at any trial, grand jury, hearing, motion or meeting regarding the crimes for which he is charged herein;
- g. Except as hereinafter agreed in Paragraphs II (h) and (i), the Defendant shall have transactional, use and derivative use immunity for all information provided to law enforcement and for all testimony truthfully given as part of fulfilling the terms and conditions of this agreement.
- h. However, if law enforcement authorities are unable to locate and identify the body of TYLER DOMINGUE or if the defendant discloses false information, or testifies falsely, or should the immediate location, recovery, and positive identification of TYLER DOMINGUE fail, or should the defendant refuse to further cooperate after initially cooperating, or, should the defendant at any time speak untruthfully, this agreement shall

not be enforceable, the defendant can be prosecuted for perjury, obstruction of justice or the crimes originally charged or amended. Further, the defendant shall be prosecuted for any other crimes revealed during any cooperation by the defendant herein. In such events, this agreement and the Defendant's pleas shall be null and void, the sentences imposed shall be set aside by the court imposing the sentences, and the Defendant can be prosecuted for the original capital charges/arrests;

- i. The time limitations applicable to the institution of prosecution and/or to the commencement of trial (Louisiana Code of Criminal Procedure Articles 571 through 583) shall be suspended during the period of the defendant's cooperation under this agreement. Any and all information provided by the defendant under this agreement, if the agreement is rendered unenforceable by the failure to locate, recover, and positively identify TYLER DOMINGUE, by the defendant's lack of full cooperation, by the defendant's untruthful cooperation, or by the defendant's untruthful testimony, shall be used against the defendant in any subsequent prosecutions for perjury, obstruction of justice or any other offense(s) for which the defendant is not currently charged or for which he has not been arrested.

III.

Upon the immediate actions by the defendant and the results as follows, to-wit:

- a. the immediate location of, the recovery of, and the positive identification of TYLER DOMINGUE;
- b. the truthful interview(s), production(s), video appearances, and video reenactment(s), as hereinabove described; and,
- c. the completion of an examination by a physician, psychiatrist, and/or clinical psychologist, as designated by the State, if requested by the State;

IV.

The STATE AND THE DEFENDANT shall act as follows:

- a. The State shall amend Count 1 of the indictment in this matter to Conspiracy to Commit Second Degree Murder in violation of LA. R.S. 14:26c and shall amend Count 2 to charge the defendant with Manslaughter for his involvement in the killing of Tyler Domingue in violation of LA R.S. 14:31;

- b. The Defendant shall enter a plea of guilty to the amended counts, and the State will recommend to the Court the imposition of the sentence of 30 years at hard labor on the plea of guilty to the offense of the Conspiracy to Commit Second Degree Murder of Tyler Domingue and the sentence of 15 years at hard labor on the plea of guilty to the offense of the Manslaughter of Tyler Domingue, the sentences to run concurrently with each other, with credit for time actually served from his arrest on these charges on August 29, 2016; and the State will not charge the defendant as a habitual offender; the defendant, and his attorneys, expressly agree to the imposition of such sentence;
- c. The State shall file a two-count bill of information charging the Defendant with the Manslaughters of Cody Fell and Abigail Clark on April 16, 2014;
- d. The Defendant shall enter a plea of guilty to each count of Manslaughter of Cody Fell and of Manslaughter of Abigail Clark, and the State will recommend to the Court the imposition of the sentence 15 years hard labor on each count, the sentences to run concurrently with each other, and to run concurrently with the sentences imposed in item IV (b) above, with credit for time actually served from his arrest on these charges on May 12, 2016; and the State will not charge the Defendant as a habitual offender; the Defendant and his attorneys expressly agree to the imposition of such sentence.
- e. The State shall dismiss the charge of Possession of a Stolen Firearm in "State of Louisiana v. Dereck Viator", 15th Judicial District, Lafayette Parish, Criminal Docket No. 160129.

V.

The Defendant shall appear personally in open court before the allotted court and shall be informed by the allotted court of the following, which the defendant and his attorneys hereby assert that the defendant understands, to-wit:

- a. The defendant has the right to be represented by an attorney at every stage of the proceeding against him and, if financially unable to employ counsel, one will be appointed to represent him;
- b. The defendant has the right to plead not guilty or to persist in that plea if it has already been made, and the defendant has the right to be tried by a jury of 12 persons, in this case all of whom must agree in order to convict, and as to the sentence after conviction, and

the defendant has the right to the assistance of counsel, the right to confront and cross-examine witnesses against him, and the right not to be compelled to incriminate himself, the right to compulsory process of witnesses, and the right to appeal;

- c. If the defendant pleads guilty there will not be a further trial of any kind, so that by pleading guilty he waives the right to a trial, the rights listed in Paragraph V(b), the right to appeal his conviction and sentence;

After full advise of rights by the Court and a determination by the Court that the defendant is competent to plead, the plea is free and voluntary and not the result of force or threats or of promises apart from this plea agreement, the defendant shall enter a plea of GUILTY to the charges listed in paragraph IV, in accordance with this agreement which shall be disclosed to the Court at the time of the plea, with the stipulation that the Court impose the sentences afore described.

VI.

The defendant shall waive and does hereby waive any and all rights to which he may be entitled under the United States Constitution, the Constitution of the State of Louisiana, the law and statutes of the United States and the State of Louisiana, concerning his plea, the sentence, and this agreement.

VII.

The defendant acknowledges that he has read and understood this agreement, after thorough and sound advice and consultation with his attorneys. The defendant acknowledges that he does not have to enter into this agreement and may consult with anyone before doing so, including a lawyer of his own choosing. The defendant further acknowledges that the signing of this agreement is a voluntary act on his part, of his own will, and not the result of force, threats, coercion, inducements, assurances, or promises. There are no other deals, promises, assurances, bargains, or guarantees made to the defendant. No other agreements, verbally, in writing, or otherwise, have been entered into other than those set forth in this agreement and none will be entered into unless in writing and signed by all parties.

VIII.

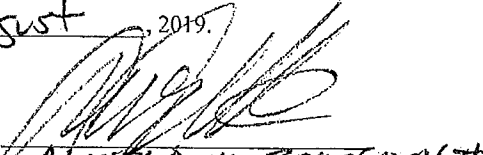
The undersigned attorneys for the Defendant certify that they have done a thorough investigation of this case, have reviewed all of the police reports and witness statements pertaining to the case, have reviewed any physical evidence, photographs, crime scene documents and video, have exercised discovery rights of the defendant, have obtained and used the services of investigators to do investigation on behalf of the defendant, have thoroughly investigated the intent and motives of the


defendant in approaching the state and indicating a willingness to cooperate as above described, have interviewed all persons necessary, and consulted all experts necessary to accomplish competent representation and provide effective assistance of counsel to the defendant. The defendant's attorneys affirm that the defendant is competent and the defendant's decision to enter into this agreement is informed, free, and voluntary.


IX.

This agreement is entered into with the consent, participation, and recommendation of the Defendant and his attorneys. The Defendant and his attorneys acknowledge that they have read and carefully reviewed every term, including but not limited to the agreements and waivers entered into, entered effective the 26th day of August, 2019.


DEREK VIATOR
DEFENDANT



ALFRED F. BRUSTANY, II
ATTORNEY FOR DEFENDANT

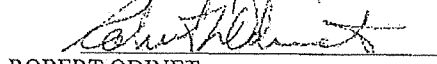

ALFRED F. BRUSTANY, II #34452
ATTORNEY FOR DEFENDANT



#25912 3/14/2022
BRUCE R. UNANGST II
ATTORNEY FOR DEFENDANT

X.


This agreement is entered into with the consent, participation, and recommendation of the State, entered effective the 26th day of August, 2019.


KEITH A. STUTES
DISTRICT ATTORNEY


ROBERT ODINET
ASSISTANT DISTRICT ATTORNEY


TED AYO 03/14/2022
ASSISTANT DISTRICT ATTORNEY

The signing of this agreement by the parties and their attorneys is acknowledged by the Court on the 14th day of March, 2022.


JUDGE MICHELLE BREAU
15TH JUDICIAL DISTRICT COURT

VERIFIED
FILED
2022 MAR 14 PM 3:49
CLERK OF COURT