FIRST JUDICIAL DISTRICT COURT PARISH OF CADDO STATE OF LOUISIANA

V.

MAY 21 2018

V.

B. WASHINGTON
CADDO PARISH DEPUTY CLERK

DARREL VANNOY, WARDEN

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JOINT STIPULATION OF UNDERSTANDING, AGREEMENT AND RELEASE

COMES NOW, the State of Louisiana and Corey D. Williams, appearing herein individually and, through counsel, collectively referred to hereinafter as, "the parties," who respectfully file this *Joint Stipulation of Understanding, Agreement, and Release* between the parties, reflecting their joint agreement as to Mr. Williams' post conviction relief, plea, resentencing, agreement, and release:

- 1) On October 26, 2000, Corey Williams was convicted of first degree murder. He was sentenced to death on October 27, 2000. Mr. Williams' death sentence was subsequently vacated upon a finding by the district court that he was intellectually disabled and thus exempt from capital punishment. See Atkins v. Virginia, 536 U.S. 304 (2002).
- 2) Mr. Williams timely filed his original post-conviction petition in the district court and multiple supplemental petitions.
- The parties have engaged in substantial investigation and discussion of the case during these post-conviction proceedings, and agree now that the evidence and claims presented by Mr. Williams present a colorable claim to post-conviction relief, vacating his conviction. The parties have submitted to this Court a *Joint Motion for Post-Conviction Relief*, asking that Mr. Williams' conviction be vacated. A copy of said *Joint Motion for Post-Conviction Relief* is attached hereto.
- 4) Mr. Williams agrees to enter a plea of guilty to the crime of manslaughter, pursuant to La. R.S. 14:31(A)(2)(a), in exchange for an agreed sentence of 20-years with credit for time served. The factual basis for that plea is as follows:

On January 4, 1998, Jarvis Griffin was shot and killed while delivering a pizza in Shreveport, Louisiana. At trial, the State would be able to present evidence that Corey Williams was present at the time of the homicide, aided and abetted it and

that Mr. Williams was illegally in possession of stolen things, to wit, a firearm - a felony not enumerated in Article 30 or 30.1.

5) Mr. Williams further agrees to plead guilty to the crime of Obstruction of Justice, pursuant to La. R.S. 14:130.1, in exchange for an agreed upon sentence of 7 years at hard labor suspended pursuant to La. C.Cr.P. art. 893 with three years supervised probation. This sentence is to be served consecutively to the manslaughter conviction. The factual basis for that plea is as follows:

On January 4, 1998, Jarvis Griffin was shot and killed while delivering a pizza in Shreveport, Louisiana. Corey Williams was present at the time of the homicide and witnessed the events. At trial, the State would be able to present evidence that Mr. Williams removed evidence from the crime scene and provided a false inculpatory statement to police, with the knowledge that his actions would affect the criminal proceeding.

- 6) Pursuant to this plea agreement, the State of Louisiana shall treat Mr. Williams' convictions for Manslaughter and Obstruction of Justice as one conviction for the purpose of any possible future criminal prosecutions against Mr. Williams. Mr. Williams enters into the agreement with this understanding.
- 7) Mr. Williams further agrees to release any and all claims, rights or causes of action against the District Attorney of Caddo Parish, any former District Attorney of Caddo Parish, Assistant District Attorney and former Assistant District Attorney in their individual and official capacity, District Attorney Investigator or former District Attorney Investigator in their individual and official capacity, the Shreveport Police Department and any and all present and former Shreveport Police Officers in their individual and official capacity, the Caddo Parish Sheriff's Office, any present and past Caddo Parish Sheriff and any past and present Caddo Parish Sheriff's deputy in their individual and official capacity, the Office of the Caddo Parish Coroner, the Caddo Parish Coroner, past and present, the Northwest Louisiana Criminalistics Laboratory, or the past and current employees of any of these entities, in their individual and official capacity (hereinafter referred to as the released parties), for their actions, conduct, policies, protocols, and procedures herein arising out of or connected in any way with the abovedescribed criminal matter and and/or those proceedings and to release and relinquish all rights to compensation under La. R.S. 15:572.8 ("Compensation for wrongful conviction and imprisonment"), and all potential civil claims against the parties identified heretofore, their agents, employees, employers, successors, assigns, heirs, contractors, insurers, insureds, officers, shareholders, directors, attorneys, representatives, beneficiaries, parent or subsidiary companies

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and any person(s) or party(ies) who may be liable for their actions whatsoever the nature of said

claims, rights or causes of action, existing now or arising hereafter to include, but not limited to

claims, court costs, penalties, interest, attorney's fees and claims for compensation of any kind

and nature whatsoever which Williams may have against the Released Parties.

8) Mr. Williams further agrees that in consideration of this relief being granted, he

will voluntarily dismiss his pending Petition for Certiorari with the Supreme Court of the United

States (Corey D. Williams v. State of Louisiana, Docket No. 17-1241).

9) Mr. Williams further agrees to waive any right to file for any further review or

relief in conjunction with these convictions, including but not limited to reconsideration of

sentence, appeals, applications for post-conviction relief, and federal habeas corpus relief.

10) Undersigned Counsel for Mr. Williams hereby certifies by her signature below

that she has read this entire Joint Stipulation of Understanding, Agreement, and Release to Mr.

Williams, her client, and explained to him that the document operates as the entire agreement

with him and the State of Louisiana as it pertains to his application for post conviction relief,

plea agreement and release of claims. Further, she has consulted with Corey Williams, and he

confirms that he understands this agreement in its entirety and agrees with same as shown by his

signature below. Undersigned Counsel further certifies by her signature below that she has

discussed the subject matter stated herein and Mr. Williams is capable of understanding the

content of this agreement and has affirmatively declared to her that he is entering this Joint

Stipulation of Understanding, Agreement, and Release freely, voluntarily, and with a full

understanding and appreciation of its contents and ramifications.

11) Corey Williams certifies he has read this Joint Stipulation of Understanding,

Agreement, and Release and had it explained to him in detail by undersigned counsel. Further,

that he understands the contents of this agreement and enters this agreement freely, voluntarily,

and with a full understanding and appreciation of its contents and ramifications.

Respectfully submitted, JAMES E. STEWART, SR.

DISTRICT ATTORNEY FOR CADDO

PARISH

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The Promise of Justice Initiative

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Corey (Williams