

**FILED**  
**08-11-2025**  
**Clerk of Court**  
**Bayfield County**  
**2025CF000026**

**STATE OF WISCONSIN      CIRCUIT COURT      BAYFIELD COUNTY**

STATE OF WISCONSIN

Plaintiff,

**DEFERRED ENTRY OF  
JUDGMENT AGREEMENT**

vs.

2025CF000026

KIM KOLPIN KINGSLEY

07/11/1952

Defendant.

*For Official Use*

This agreement is entered into by and between Defendant Kim Kolpin Kingsley , represented by Attorney Kenneth W Ryder III , and by Kimberly Lawton Bayfield County District Attorney on behalf of the State, the undersigned parties agree as follows:

**Pleas and Disposition**

1. The defendant will plead guilty or no contest to Counts 1, 2 and 3.
2. The Court would defer entry of judgment on Counts 1, 2, and 3.
3. If the defendant successfully completes the conditions as set forth in this agreement Counts 1, 2, and 3 would be dismissed with prejudice.
4. If the defendant does not successfully complete the agreement and the court enters judgment, the parties are free to argue for sentencing. This includes up to the maximum sentence for each count.

**Term and extensions**

5. The term of this agreement is a period of 18 months from the date of the pleas entered.
6. All conditions of this agreement are to be completed within 18 months. It is a violation of the agreement if conditions are not completed within 18 months.
7. The parties at a later date *may* agree to extend if conditions are not completed by the defendant. The State is not bound to extend, and may elect to file a motion to enter judgment and proceed to sentencing.
8. In signing this agreement, the defendant hereby waives his right to a jury and speedy trial. The defendant also waives any double jeopardy objection defendant may have as to the entry of conviction for Count 1, 2 and 3 as charged. If this agreement is accepted by the court, it is considered a sentencing for purposes of plea withdrawal. The defendant understands that the standard of review for withdrawal of these pleas is manifest injustice.
9. This agreement tolls any applicable criminal statute of limitations during the period of the agreement.

10. If the State files a motion to enter judgment, any time period in this agreement is tolled until there is a decision by the Court.

### **Conditions of the Agreement**

11. For the period of this deferred entry of judgment agreement, the defendant will comply with the following conditions:
- a. The defendant shall inform the District Attorney's office, and Bayfield County Clerk of Court in writing of any change of address and/or phone number, within five (5) days of such change.
  - b. Defendant shall comply with all federal and state laws during the period of this agreement.
  - c. The defendant will comply with all conditions of the bail/ bond in this case. Any condition of bond in this case that is violated may constitute a new crime of Felony Bail Jumping, a Class H felony.
  - d. The defendant shall comply with all rules of probation.

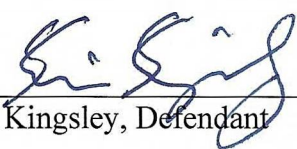
### **Standard of Review, Due Process, and Assurances**

12. **Termination:** The State, in its sole discretion, may file a motion for entry of judgment and termination of this agreement. The Court decides at a hearing whether or not the State met the burden demonstrating that the defendant has failed to comply with the conditions of this agreement.
- a. The State has the burden of proof that the defendant has failed to comply with the conditions by probable cause. If the defendant is charged with a new felony, either a waiver of preliminary hearing or a probable cause finding at a preliminary hearing in the new case can be the sole basis for the court to terminate this agreement.
  - b. The defendant is entitled to an open hearing, the right to be represented by counsel, the right to testify, the right to cross-examine witnesses, and the right to call his or her own witnesses.
  - c. Hearsay evidence is permitted, including letters (on official letterhead) and affidavits.
  - d. If the agreement is terminated, the Court will resume proceedings and schedule a sentencing hearing either immediately or within a reasonable time after the termination. The Court may revoke bond at the conclusion of a termination hearing.
13. Defendant stipulates that the sending of notice by regular mail to the address that the defendant has provided constitutes notice to the defendant of any court hearings scheduled and that the defendant's failure to appear as ordered by the Court pursuant to said notice may result in the issuance of a warrant for the defendant's arrest.


**Voluntary Agreement**

14. The undersigned parties have read and acknowledge receipt of a copy of this agreement, and further agree to abide by its terms.
15. No promises were made to the defendant other than what is enumerated in this agreement or the Offer to Settle
16. No threats were made to the defendant to enter in this agreement, and the defendant is entering this agreement of his or her own free will. The defendant understands this agreement and enters it knowingly, voluntarily and intelligently. The defendant and his or her attorney have been able to discuss the agreement and the defendant was able to have any of his or her questions answered about this agreement.

Dated:

8/11/2025  
\_\_\_\_\_  
Kim Kingsley, Defendant

Dated

8/11/2025  
\_\_\_\_\_  
Kenneth W Ryder III  
Attorney for Defendant

Dated: 08-07-2025

*Electronically signed by:*  
Kimberly Lawton  
Bayfield County District Attorney  
SBN: 1078621