



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE  
PO BOX 085  
TRENTON, NJ 08625-0085  
TELEPHONE: (609) 984-6500

JAMES E. MCGREEVEY  
*Governor*

PETER C. HARVEY  
*Attorney General*

VAUGHN L. MCKOY  
*Director*

**PLEA AGREEMENT**

**Parties**

This is an Agreement between the New Jersey Office of the Attorney General, by and through the Division of Criminal Justice; the County Prosecutor's Offices of Somerset, Essex, Hunterdon, Morris and Warren within the State of New Jersey, (collectively referred to as "the New Jersey Counties"); the District Attorneys' of Lehigh and Northampton Counties, (collectively referred to as "the Pennsylvania Counties"); and Charles Cullen ("the Defendant") by and through his attorneys, the State of New Jersey Office of the Public Defender.<sup>1</sup>

**Purpose**

The purpose of this Agreement is to set forth the terms of a global plea agreement between the New Jersey Counties and the Pennsylvania Counties with the Defendant for the murders and attempted murders<sup>2</sup> for which he claims responsibility, and that occurred between

---

<sup>1</sup>Notwithstanding any provision, nothing in this Agreement should be interpreted to bind any other county of New Jersey or Pennsylvania other than those counties who are signatories to the Agreement.

<sup>2</sup>For purposes of this Agreement "murders" are those subject to the death penalty: under New Jersey law for "knowing or purposeful murder", *N.J.S.A. 2C:11-3(a)(1) and (2)*; and under Pennsylvania law defined as "murder of the first degree" in *18 Pa. C.S. § 2502 (a)*.



the time period of 1984 through 2003 while Defendant was employed as a nurse in the New Jersey Counties and Pennsylvania Counties. Defendant agrees to plead guilty to these crimes and to provide full and complete cooperation to the New Jersey Counties and the Pennsylvania Counties. In exchange, these law enforcement agencies agree not to seek the death penalty, but will recommend sentences of life imprisonment as set forth herein in the prosecution of these crimes, provided Defendant fully cooperates according to the terms and conditions of this Agreement, as set forth below. It is the intention of the parties that this Agreement shall be incorporated by reference in any other plea agreements entered into by the Defendant for the crimes covered by this Agreement.<sup>3</sup>

### **Terms and Conditions**

1. Representation of Defendant

For purposes of this Agreement, the Defendant agrees to be represented by the State of New Jersey Office of the Public Defender, not only for murders committed in the New Jersey Counties, but also for murders that are or shall be attributable to him that occurred in the Pennsylvania Counties. The State of New Jersey Office of the Public Defender also agrees to represent the Defendant in the State of New Jersey and the Commonwealth of Pennsylvania for the cases contained and contemplated in this Agreement.

---

<sup>3</sup>This Agreement is not intended to set any restrictions or limits for the prosecution of crimes other than murder or attempted murder committed by the Defendant. It is anticipated that those lesser crimes will be dealt with as part of the specific plea agreements in each individual case.

2. Waiver of Pennsylvania Attorney

Defendant waives (gives up) any right to have a Pennsylvania attorney appointed for him to negotiate the terms of this Agreement, and in doing so, acknowledges that the terms of this Agreement are binding upon the Defendant in the event of subsequent prosecution(s) in the Pennsylvania Counties.

3. Pro Hac Vice Admission of Johnnie Mask, Esq.

Defendant's New Jersey Public Defender, Johnnie Mask, Esq. attests that he will apply to be admitted *pro hac vice* in the Commonwealth of Pennsylvania and will comply with any other rules of the Commonwealth of Pennsylvania courts for purposes of representing the Defendant in connection with this Agreement and for any subsequent charges filed by the Pennsylvania Counties under the terms of this Agreement.

4. Scope of the Agreement

All parties acknowledge that the scope of this Agreement is strictly limited to the specific jurisdictions where the Defendant was employed as a nursing student and later as a licensed nurse in various hospital and medical facilities within the New Jersey counties of Somerset, Essex, Hunterdon, Morris, and Warren within the State of New Jersey and/or the counties of Northampton and Lehigh within the Commonwealth of Pennsylvania from 1984 through 2003.

5. Agreement Intended As Part of Formal Plea Agreements

Defendant acknowledges that this Agreement shall be incorporated by reference into any subsequent written plea agreement entered in the courts of the State of New Jersey

and/or Commonwealth of Pennsylvania.

6. Previous Admissions of Defendant

Defendant acknowledges that he has previously admitted to causing or attempting to cause the deaths of patients during his nursing career in New Jersey and Pennsylvania between 1984 and 2003. These admissions include: causing or attempting to cause at least two murders while employed as a nurse in Somerset Medical Center, Somerville, New Jersey; a number of murders or attempted murders while employed as a nurse in the counties of Essex, Warren, and possibly Morris in New Jersey; and a number of murders or attempted murders in medical facilities in Lehigh County and Northampton County, Pennsylvania.

7. Benefit to Defendant

Defendant expressly acknowledges that in exchange for his truthful, full and complete cooperation with the New Jersey Counties and the Pennsylvania Counties, he will not be subject to the death penalty for the murders he committed, discloses, and pleads guilty to, pursuant to the terms of this Agreement.

8. Sentencing of Defendant to Life Imprisonment in New Jersey

Defendant acknowledges that he has been advised by his attorney that entering guilty pleas to the charges of at least two murders filed by the Somerset County Prosecutor (outlined below) will result in recommendations by the Somerset County Prosecutor of at least two consecutive life sentences which, if imposed by the court, will cause the Defendant to be sentenced to two life sentences with a period of eighty-five percent or approximately one-hundred twenty-seven (127) years of parole ineligibility under the No Early Release Act,

*N.J.S.A. 2C 43- 7.2.* Defendant acknowledges that it is the intent of the New Jersey Counties to keep him imprisoned for the rest of his life and that they will make sentencing recommendations accordingly. Nothing in this Agreement should be construed to limit the New Jersey Counties from seeking additional consecutive life sentences for the murders outlined in Paragraph 11 or for any additional charges filed and resolved pursuant to this Agreement.

9. Sentencing of Defendant to Life Imprisonment in Pennsylvania

Defendant acknowledges that he has been advised by his attorney that a life sentence in Pennsylvania means life without the possibility of parole. Defendant also acknowledges that any admissions he makes regarding murder or attempted murder pursuant to the terms of this Agreement may result in the Defendant being charged with additional crimes. The Pennsylvania Counties agree that they will not seek the death penalty for the murders, but that Defendant shall serve a life sentence for each murder of the first degree to which he pleads guilty. Any sentence imposed in the Commonwealth of Pennsylvania shall run consecutively to the sentence(s) imposed in the State of New Jersey; however if the Defendant pleads guilty to more than one murder he committed in the Pennsylvania Counties, then his life sentences in Pennsylvania shall run concurrently with each other. Similarly, Defendant acknowledges that if he pleads guilty to one or more attempted murders either alone, or in addition to a murder he committed in the Pennsylvania Counties, then his sentences in Pennsylvania shall run concurrently with each other, but consecutively to any sentence(s) previously imposed by the courts of the State of New Jersey.

10. Acknowledgment of Guilt

Defendant shall accept criminal responsibility for causing and attempting to cause the deaths of patients whom he has already identified, and whom he will identify through his truthful, full and complete cooperation in connection with future investigations.

11. Entry of Pleas as Initial Step

Defendant agrees to enter guilty pleas as an initial step in his cooperation for the murders in Somerset County, New Jersey of:

FLORIAN J. GALL  
ELEANOR STOECKER  
JOYCE E. MANGINI  
GIACOMINO J. TOTO  
JOHN J. SHANAGHER  
DOROTHEA K. HOAGLAND  
MELVIN J. SIMCOE  
MICHAEL T. STRENKO  
PASQUALE M. NAPOLITANO  
CHRISTOPHER B. HARDGROVE  
KRISHNA UPADHYAY  
JAMES R. STRICKLAND  
EDWARD P. ZIZIK

Defendant also agrees to enter guilty pleas to the attempted murders in Somerset

County of:

JIN KYUNG HAN  
FRANCES AGOADA

Defendant further agrees to enter a guilty plea for the murder of the first degree in Northampton County, Pennsylvania of:

OTTOMAR SCHRAMM

12. Waiver of Certain Criminal Proceedings

In any murder or attempted murder case set forth or contemplated by this Agreement, the Defendant knowingly and voluntarily waives his rights and if necessary, will execute all documents required by the New Jersey Counties, the Pennsylvania Counties, and their respective courts to: (1) waive indictment by grand jury; (2) waive trial by jury; (3) waive extradition and any rights under the Uniform Extradition Act; (4) waive preliminary hearings including probable cause hearings; (5) waive any pre-trial motions, specifically including, but not limited to, motions for change of venue, change of venire, and motion to suppress statements; (6) waive any speedy trial rights under the United States, New Jersey and Pennsylvania Constitutions, or under the United States, New Jersey or Pennsylvania Rules of Criminal Procedure; (7) waive any right to withdraw any guilty plea entered pursuant to this agreement; (8) waive any and all rights under the Interstate Agreement on Detainers; (9) waive any right to be present in court at the time of sentencing and agree to be sentenced *in absentia* if necessary; (10) waive any post-sentencing motions or Post Conviction Relief Act motions attacking his guilty pleas or sentences in the New Jersey, Pennsylvania and/or Federal Courts.

Defendant acknowledges that if he does not waive any of his rights as outlined above, or withdraws or appeals any guilty plea entered pursuant to this Agreement, the New Jersey Counties and Pennsylvania Counties may at their discretion, declare the Agreement void and be returned to the same legal position they enjoyed prior to entering into this Agreement with the Defendant.

13. Cooperation

Defendant agrees, when requested, to provide truthful, full and complete cooperation to the New Jersey Counties and the Pennsylvania Counties throughout the course of their investigations and to help them identify as many of his victims as possible whose death he caused or attempted to cause.

a. The New Jersey Counties and the Pennsylvania Counties agree to evaluate Defendant's cooperation under a reasonableness standard. Defendant shall cooperate fully and completely with investigators and shall answer all questions truthfully and candidly and shall not withhold, conceal, or misrepresent any facts or information. Defendant also promises to give a full, complete, and truthful account of all his activities and conduct to the best of his ability.

b. To the extent possible, the New Jersey Counties and the Pennsylvania Counties may provide the Defendant with sufficient information regarding the identity and medical records of possible victims to refresh his recollection and to provide him with a reasonable opportunity to confess if he committed the crimes. The information and records that will assist investigators in evaluating Defendant's culpability will include any and all information discoverable under the criminal court rules or laws of the State of New Jersey or the Commonwealth of Pennsylvania.

c. Defendant agrees, when requested, to meet with representatives of the New Jersey Counties and the Pennsylvania Counties in the presence of counsel to satisfy his obligations under the terms of this Agreement. Defense counsel will accommodate such requests expeditiously and within a reasonable time period.



d. Defendant further agrees to completely and thoroughly review and explain any documents and records provided to him by the New Jersey Counties and the Pennsylvania Counties for his review and examination in connection with their investigations.

e. The New Jersey Counties and the Pennsylvania Counties agree to prepare and execute, and Defendant agrees to execute, any documents necessary to transport the Defendant between the two jurisdictions to accomplish the purposes of this Agreement.

f. Defendant shall voluntarily appear before any investigating grand jury impaneled in the State of New Jersey and/or the Commonwealth of Pennsylvania and waive any right against self-incrimination and testify fully, truthfully and completely in such proceedings.

14. Sequence of Pleas and Sentencing

Defendant shall plead as soon as practicable to the charges identified and set forth in Paragraph 11 of this Agreement: first to the charges in the New Jersey Counties and second to the charges in the Pennsylvania Counties. The sentencing for the crimes set forth in Paragraph 11 will be held in abeyance until the Defendant has had the opportunity to fully cooperate in the investigations conducted by the New Jersey Counties and the Pennsylvania Counties. After the Defendant's cooperation is exhausted and the guilty pleas are entered for the crimes set forth in Paragraph 11, as well as any additional crimes pursuant to this Agreement, Defendant will first be sentenced for all the crimes to which he has pleaded guilty in the New Jersey Counties. Defendant will then be moved to Pennsylvania and sentenced for all the crimes he committed in the Pennsylvania Counties. After Defendant has been sentenced in Pennsylvania he will be returned to New Jersey to serve the sentences imposed by the courts of the State of New Jersey

and the Commonwealth of Pennsylvania. The New Jersey Counties and the Pennsylvania Counties agree to work with their respective Governors' Offices to permit Defendant to be moved to the Commonwealth of Pennsylvania for purposes of entering guilty pleas and sentencing. If the movement of the Defendant to Pennsylvania for sentencing purposes cannot be accomplished, then Defendant agrees to remain in New Jersey, and then permit the Commonwealth of Pennsylvania courts to sentence him *in absentia*, thereby waiving his right to be present during the Pennsylvania sentencing proceedings.

15. Testimony at Regulatory Hearings

The Defendant agrees to cooperate with and answer questions of any regulatory agency of the State of New Jersey and appear before said agencies if requested to do so by the regulatory agencies and with the approval of the New Jersey Attorney General. The Defendant also agrees to cooperate with, answer questions and appear before regulatory agencies of the Commonwealth of Pennsylvania. However, this cooperation will not be required until all criminal investigations and prosecutions are completed. The District Attorneys of the Pennsylvania Counties will use their good offices to make good faith efforts to ensure that such requests by Pennsylvania regulatory agencies to interview the Defendant are held in abeyance until the completion of all criminal investigations and prosecutions.

16. Voiding Agreement

In the event that the Defendant knowingly provides false, untruthful, or misleading information, or is not in all respects candid and truthful, the New Jersey Counties and/or the Pennsylvania Counties may void this Agreement and move to sentence the Defendant

according to the terms of this Agreement for those cases in which he has already entered a plea of guilty.

If the New Jersey Counties and/or the Pennsylvania Counties declare this Agreement void because of the Defendant's lack of cooperation or truthfulness, the New Jersey Counties and/or the Pennsylvania Counties reserve the right to prosecute the Defendant and to seek the death penalty for cases to which he has not plead guilty. Notwithstanding the foregoing, no individual New Jersey County that is party to this Agreement can declare this Agreement void or seek the death penalty without the express written approval of the New Jersey Attorney General.

Defendant acknowledges that if the New Jersey Counties and/or the Pennsylvania Counties declare this agreement void because of the Defendant's untruthfulness or lack of cooperation, such declaration shall not void any previously entered guilty pleas or accompanying sentence(s).

17. Waiver of Right to Withdraw Plea and Specific Right to Use Statements

Defendant knowingly and voluntarily waives his right to withdraw any guilty plea entered pursuant to this Agreement and agrees that any withdrawal will constitute prejudice to the New Jersey Counties and/or the Pennsylvania Counties. In the event a New Jersey or Pennsylvania court should permit the withdrawal of a guilty plea, the New Jersey Counties and/or the Pennsylvania Counties may be returned to the same legal positions they enjoyed prior to the entry of this Agreement and, as permitted by law, will have the right to use any admissions and statements made by the Defendant about the investigation and deaths to which a guilty plea was

entered, in a subsequent prosecution for that death.

18. No Promises of Assistance to Defendant for Crimes in Other Jurisdictions

In the event that the Defendant committed any murder(s) or lesser crimes outside of the specific counties that are signatories to this Agreement, there are no promises, express or implied, made by the New Jersey Counties or Pennsylvania Counties to assist the Defendant or dissuade any other prosecuting authority from seeking the death penalty or pursue any other prosecution for any lesser criminal charges against the Defendant for acts committed within their jurisdiction.

19. Publicity of Agreement

Defendant acknowledges that upon entry of a guilty plea in New Jersey, this Agreement shall become part of the public record and agrees that the District Attorneys of Lehigh and Northampton Counties, Pennsylvania, may comment upon the terms of such agreement as it affects their jurisdictions without regard to any prejudice that might result to Defendant, and that they may do so in the absence of his yet having been charged with criminal offenses in the Pennsylvania Counties. Therefore, Defendant waives any claim of prejudice resulting from publicity generated by the entering of his guilty pleas pursuant to this Agreement.

20. No Threats or Coercion

Defendant acknowledges that he has not been threatened or coerced to enter into this Agreement. Defendant acknowledges that this Agreement is entered into knowingly and voluntarily with the advice of counsel. Defendant further agrees that he is satisfied with the services of his attorney and that his attorney has answered all of his questions to Defendant's

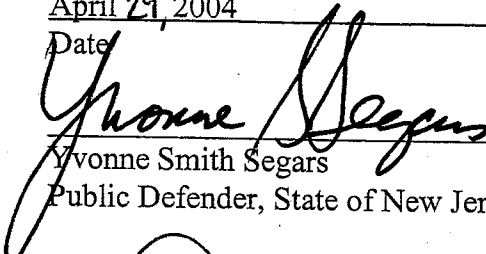
satisfaction.

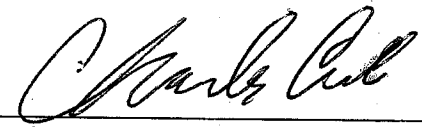
21. Entire Agreement

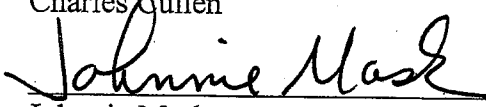
The parties acknowledge that this is their entire Agreement, no other promises or inducements have been made to the Defendant other than what are contained in this Agreement and this Agreement can only be modified or amended in writing and signed by all the parties.

April 29, 2004

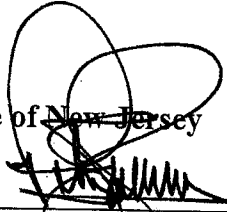
Date

  
Yvonne Smith Segars  
Public Defender, State of New Jersey

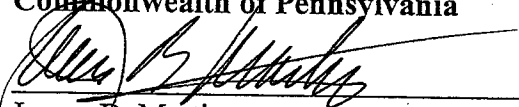
  
Charles Cullen

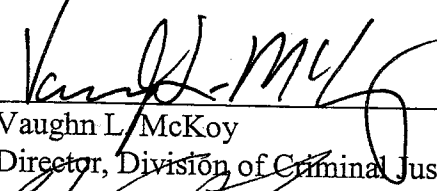
  
Johnnie Mask  
Deputy Public Defender

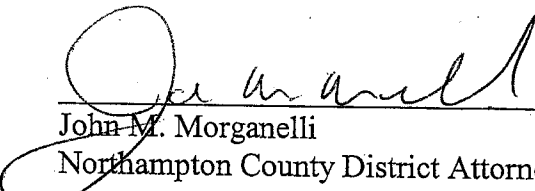
State of New Jersey

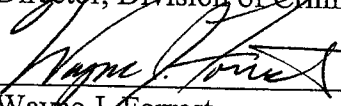
  
Peter C. Harvey  
Attorney General of New Jersey

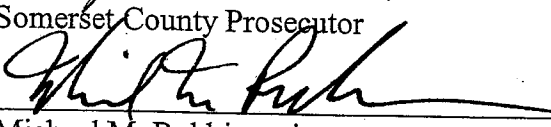
Commonwealth of Pennsylvania


  
James B. Martin  
Lehigh County District Attorney

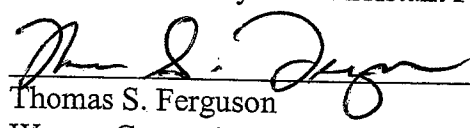
  
Vaughn L. McKoy  
Director, Division of Criminal Justice

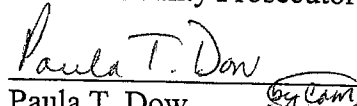
  
John M. Morganelli  
Northampton County District Attorney

  
Wayne J. Forrest  
Somerset County Prosecutor

  
Michael M. Rubbinaccio  
Morris County Prosecutor

  
Steven Lember  
Hunterdon County First Assistant Prosecutor

  
Thomas S. Ferguson  
Warren County Prosecutor

  
Paula T. Dow *(by Cam)*  
Essex County Acting Prosecutor