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BEST COPY

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

FILED IN COURT
10/22/25

THE STATE OF ARIZONA,

Plaintiff,

vs.

CHRISTOPHER SCHOLTES,

Defendant(s).

RYAN

dob.

PLEA AGREEMENT

CR20242725-001

Deputy

The State of Arizona and the defendant agree to the following non-trial disposition of the above-entitled action under the terms and conditions specified within this Agreement:

I. **THE CHARGE:** Having been placed under oath by the Court, Defendant, CHRISTOPHER SCHOLTES, agrees to plead GUILTY to the charge(s) of:

AMENDED COUNT ONE: SECOND DEGREE MURDER, DOMESTIC VIOLENCE, A CLASS ONE FELONY

On or about July 9, 2024, CHRISTOPHER SCHOLTES murdered P.S., in violation of A.R.S. § 13-1104 and 13-3601. 13-710.

Factual Basis: On July 9, 2024, Christopher Scholtes intentionally left two-year-old P.S. alone in the vehicle while parked outside of his home for over three hours while the outside ambient air temperature was approximately 109 Degrees Fahrenheit, which resulted in the death of P.S.

AMENDED COUNT TWO: CHILD ABUSE - INTENTIONAL/KNOWING, CIRCUMSTANCES LIKELY TO CAUSE DEATH OR SERIOUS PHYSICAL INJURY, DANGEROUS CRIME AGAINST CHILDREN, DOMESTIC VIOLENCE, A CLASS TWO FELONY

On or about July 9, 2024, CHRISTOPHER SCHOLTES, under circumstances likely to produce death or serious physical injury, committed child abuse by intentionally or knowingly, causing P.S., a minor under fifteen, to suffer physical injury; or having the care or custody of P.S., causing or permitting his or her person or health to be injured; or having the care or custody of P.S., causing or permitting him or her to be placed in a situation where his or her person or health was endangered, in violation of A.R.S. § 13-3623A1, 13-705, and 13-3601.

Factual Basis: On July 9, 2024, Christopher Scholtes intentionally left two-year-old P.S. alone in the vehicle in the parking lot of Bashas located at Cortaro Rd. and Thorneydale Rd. for ten minutes while the outside ambient air temperature was approximately 109 Degrees Fahrenheit, while he went into the Bashas store and shopped for and purchased items.

In addition to the factual basis and *mens rea* provided by the defendant, the Grand Jury or Preliminary Hearing Transcript is hereby expressly incorporated within the factual basis required by this Agreement.

A. Prison. If the defendant is sentenced to prison by the Court, the following statutory sentencing range applies:

	<u>AMENDED COUNT ONE</u>	<u>AMENDED COUNT TWO</u>
1. Minimum Sentence:	10.00 years	10.00 years
2. Presumptive Sentence:	16.00 years	17.00 years
3. Maximum Sentence:	25.00 years	24.00 years

As to Amended Count One and Amended Count Two: If sentenced to prison, the defendant must serve 100% of the sentence imposed before he is eligible for release on any basis.

B. Probation. No Probation is available. If the defendant is out-of-custody at the time of the change of plea, the State requests that (s)he be taken in to custody immediately pursuant to Rule 7.2, Arizona Rules of Criminal Procedure.

^{10%}
~~10%~~ **C. Fines and Assessments.** The Court may require the defendant to pay a fine of \$150,000 plus a ~~10%~~ % surcharge pursuant to A.R.S. §§ 13-801(A); 12-116.01 (A-C); 12-116.02(A) and 16-954(A). If the defendant is unable to pay any fine or assessment in full on the day of sentencing, a one-time \$20 time payment charge will be assessed in addition to any fine imposed.

II. SPECIAL TERMS

Defendant must be sentenced to a term of imprisonment of no more than 30 years total.

As to Amended Count One: Pursuant to A.R.S. § 13-710, Defendant shall be sentenced to a term of imprisonment and must serve calendar years.

As to Amended Count Two: Pursuant to A.R.S. § 13-705 (F), (K) and (P), Defendant shall be sentenced to a term of imprisonment and is not eligible for suspension of sentence, probation, pardon or release from confinement on any basis except as specifically authorized by § 31-233, subsection A or B until the sentence imposed by the court has been served or commuted, and the sentence shall be consecutive to any other sentence imposed on Defendant at any time.

III. STANDARD TERMS AND CONDITIONS

A. Dismissal of Other Charges and Allegations. That this Agreement, unless rejected or withdrawn, serves to amended the complaint, indictment, or information to charge the offense to which the Defendant pleads, without the filing of any additional pleading. All other charges and allegations in this case are dismissed.

B. Restitution. The Defendant agrees to pay restitution to all of the victims named in the original indictment, even if they are not named within the specific charge to which the defendant is pleading guilty. The Defendant further waives any and all rights to have the amount of the restitution (s)he owes determined by an evidentiary (restitution) hearing. The victims' restitution claim form shall be accepted as conclusive proof of the victims' economic loss. The Defendant understands that (s)he is jointly and severally liable for the entire restitution amount(s). The Defendant specifically agrees to make restitution to the victim(s) for losses suffered as a result of the course of conduct of which the defendant may only be a part. Pursuant to ARS §31-254, if the defendant receives compensation for work while incarcerated, a portion of that compensation shall be ordered to pay restitution pursuant to ARS §13-603.

C. Victim Rights. All victims listed in the original indictment retain all of their victim rights pursuant to Rule 39, Arizona Rules of Criminal Procedures, even if their names do not appear within the specific charge(s) to which the defendant is accepting responsibility. Art. II, § 2.1 and A.R.S. §§ 13-4401 - 4439.

1. The defendant agrees to have no contact with any of the victims listed in the original indictment without the prior knowledge and consent of either this Court or the probation department.

D. Waiver of Rights. By accepting this Agreement, the defendant understands that (s)he is giving up the following rights: [1] the right to a jury trial; [2] the right to confront and cross-examine the witnesses against him/her; [3] the right to present evidence and call witnesses, knowing that the State will compel witnesses to appear and testify; [4] the right to be represented at trial by counsel free of charge, if (s)he cannot afford to hire his/her own counsel; and [5] the right to remain silent, to refuse to be a witness against him/herself, and to be presumed innocent until proven guilty beyond a reasonable doubt.

E. Concurrent / Consecutive Sentencing. As to Amended Count Two: Pursuant to A.R.S. § 13-705(P), the sentence shall be consecutive to any other sentence imposed on Defendant at any time.

F. Forfeiture. Nothing in this agreement shall be construed to protect the defendant from civil forfeiture proceedings or prohibit the State from proceeding with and/or initiating an action for civil forfeiture arising out of or connected with the facts associated with this case. Further, this agreement does not preclude the State from instituting any civil or administrative proceedings as may be appropriate now or in the future. If a firearm was used in the commission of any of the offenses originally charged in the indictment, the defendant automatically forfeits any and all ownership interest in that firearm.

G. Extradition / Detainer Costs. The defendant agrees to pay all costs of extradition to Pima County already incurred, if any. The defendant further agrees that in the event (s)he fails to appear pursuant to any court or probation order or any warrant that (s)he will pay any and all costs associated with his/her return to Pima County, Arizona. Reimbursement is to be made to the Pima County Sheriff's Department.

H. Rejection of or Withdrawal From the Plea Agreement

1. Defendant's Disclosure of Prior Convictions. The Defendant avows that this Plea Agreement contains his/her true name and that (s)he has no other prior felony convictions other than those specifically referenced in any Allegation of Prior Conviction(s) and/or the string cite of the original indictment. Should this representation be inaccurate, the State may withdraw from this Plea Agreement.

2. Defendant's Future Unlawful Conduct. The State may withdraw from this Agreement if the defendant is charged with or commits a crime between the time of the Court's acceptance of this Agreement and sentencing.

3. Waiver of Double Jeopardy Claims. If the defendant fails to comply with any of the provisions or conditions of this plea agreement at any time before or after sentencing or if at any time before or after sentencing, the defendant's guilty plea is rejected, withdrawn, vacated, or reversed by any court, the plea agreement will become void and the parties to the plea agreement shall return to the positions they were in before executing the plea agreement. Additionally, the State will be free to prosecute the defendant for all charges of which the State has knowledge. Any charges that were dismissed because of the plea agreement will be automatically reinstated. In such event, the defendant expressly waives any objections, motions, or defenses based upon the Statute of Limitations, Rule 8, Arizona Rules of Criminal Procedure, the Double Jeopardy Clause, or any other constitutional restrictions on bringing of charges.

I. Appeals. Defendant hereby waives any right to raise and/or appeal any and all motions, defenses, probable cause determinations, restitution orders, and objections which defendant has asserted or could assert to this prosecution and to the court's entry of judgment against defendant and imposition of sentence upon defendant consistent with this agreement. See A.R.S. § 13-4033. This waiver expressly encompasses potential issues that may arise as a result of future changes in the law.

J. Motions and Dismissals. The Defendant understands that (s)he gives up any motions, defenses or other matters which have been or could be asserted in this case regardless of their merit. If the defendant is permitted to withdraw from this Agreement for any reason, the original indictment and allegations shall be automatically reinstated. The State will then be permitted to file any additional charges not previously filed as a result of this Agreement.

K. Entire Agreement. This Agreement contains the complete agreement between the parties concerning this subject matter and supersedes all prior written or oral communications and understandings between the defendant, defense counsel and/or the State. All other terms or conditions previously discussed that are not specifically contained within this Agreement are null and void. Any predictions regarding what sentence the defendant might receive are voided by this Agreement.

IV. DEFENDANT'S ACKNOWLEDGMENTS

A. Advice by attorney: I have read each of the provisions of the plea agreement with assistance of counsel and I understand them. I have discussed the case and my constitutional and other rights with my attorney. I have been advised by my attorney of the nature of the charge[s], of the nature and range of the possible sentence, and of the fact that my ultimate sentence will be determined solely by the Court. I am satisfied that my defense attorney has represented me in a competent manner.

B. Waiver of trial rights: I understand that by entering my plea of guilty I will be giving up my rights to plead not guilty, to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to present evidence in my defense, to remain silent and refuse to be a witness against myself by asserting my privilege against self-incrimination – all with the assistance of counsel – and to be presumed innocent until proven guilty beyond a reasonable doubt. **I further agree to waive my right to all trials. This includes any jury determination of aggravating factors beyond a reasonable doubt. I also agree that the Court, using a standard of preponderance of the evidence, may find the existence of aggravating or mitigating factors which may impact my sentence or disposition. I further agree that the rules of evidence do not apply in the determination of aggravating and mitigating factors.**

C. Waiver of Appellate Rights. I hereby waive any right to raise and/or appeal any and all motions, defenses, probable cause determinations, restitution orders, and objections, which I have asserted or could assert to this prosecution, and to the court's entry of judgment against and imposition of sentence upon me consistent with this negotiated Agreement. I expressly waive any objections, motions, or defenses based upon the Statute of Limitations, Rule 8, Arizona Rules of Criminal Procedure, the Double Jeopardy Clause, or any other constitutional restrictions on bringing of charges.

D. Acting on own volition with clear mind: My plea is not the result of force, threats, assurances or promises other than those contained in this agreement. I agree to the provisions of this agreement as a voluntary act on my part, rather than at the direction of or because of the recommendation of any other person, and I agree to be bound according to its provisions. I am not now on or under the influence of any drug, medication, liquor, or other intoxicant or depressant, which would impair my ability to fully understand the terms and conditions of this plea agreement.

E. Merger clause: I agree that this written Plea Agreement contains all the terms and conditions applicable and that any promises made by anyone (including my attorney), specifically any predictions as the sentence I may receive, that are not contained within this written Agreement are without force and effect and are null and void. No assurances, promises of leniency, or representations have been made to me or to my counsel by the State of Arizona or by any of its representatives which are not contained in this written agreement.

F. Immigration consequences of Admission. I understand that if I am not a citizen of the United States, pleading guilty or no contest to a crime may affect my immigration status. Admitting guilt may result in deportation even if the charge is later dismissed. I understand that my plea or admission of guilt could result in my deportation or removal and further could prevent me from ever being able to get legal status in the United States, or could prevent me from becoming a United States citizen. My attorney has explained all this to me, I understand it, and I still want to enter this Plea Agreement.

10-21-25

Date



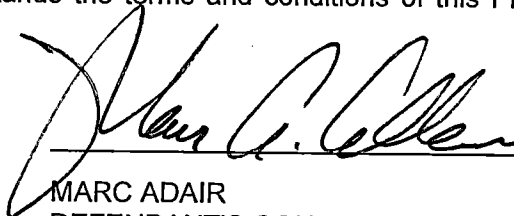
CHRISTOPHER SCHOLTES
DEFENDANT

V. DEFENSE COUNSEL'S ACKNOWLEDGMENT

I have discussed this case and the plea agreement with my client in detail and have advised the defendant in all matters, including the constitutional and other rights of an accused, the sentencing range(s) of the charge(s) listed in the original indictment, as well as the effect of any additional sentencing enhancing allegations, the factual basis for and the nature of the offense to which the guilty plea will be entered, possible defenses, and the consequences of the guilty plea. No assurances, promises, or representations have been given to me or to the defendant by the State or by any of its representatives, which are not contained in this written agreement. I concur in the entry of the plea as indicated above and on the terms and conditions set forth in this agreement as in the best interests of my client. I am satisfied that my client understands the terms and conditions of this Plea Agreement and is competent to enter into it.

10/21/2025

Date



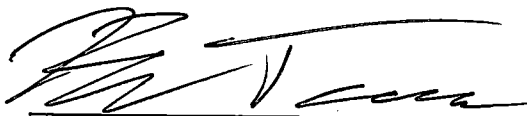
MARC ADAIR
DEFENDANT'S COUNSEL

VI. ACKNOWLEDGMENT OF THE STATE OF ARIZONA

I have reviewed this matter and this Agreement. I agree on behalf of the State that the terms and conditions of the Agreement are appropriate and in the interests of justice. I affirm that reasonable efforts have been made to confer with the victim(s), where required. Reasonable efforts have been made to give the victim(s) notice of this plea, the right to be present and an opportunity to be heard.

October 20, 2025

Date



BRAD TERRACE
DEPUTY COUNTY ATTORNEY
Brad.Terrace@pcao.pima.gov