

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JUL 23 2025

RICK WARREN
COURT CLERK

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THE STATE OF OKLAHOMA,

Plaintiff,

v.

RICHARD EUGENE GLOSSIP,

Defendant.

Case No. CF-1997-244

ORDER DENYING DEFENDANT'S MOTION TO SET BOND

On June 17, 2025, this matter came on for a hearing before this Court for consideration of the defendant, Richard Glossip's, motion to set bond and the State's counter-request for the denial of bond. Mr. Glossip appeared at the hearing with counsel, Andrea D. Miller and Corbin Brewster; the State appeared by Assistant Attorneys General Jimmy Harmon and Jennifer Hinsperger and Special Assistant Attorney General Ryan Stephenson. The defendant presented no witnesses, and the State presented one witness: Malissa West, a resident communication management specialist at the Oklahoma County Detention Center. Both parties also submitted exhibits. Additionally, the Court took judicial notice of the transcripts of Mr. Glossip's preliminary hearing proceedings and the 1998 and 2004 jury trial proceedings in this case.¹

Based upon the testimony, exhibits, and transcripts, as well as a review of the briefs and arguments of counsel, and pursuant to the guidelines established in *Brill v. Gurich*, 1998 OK CR 49, 965 P.2d 404, the Court makes the following findings of fact and conclusions of law.

¹ The court has relied on cites exclusively from the second jury trial, which will be delineated throughout as "(JT2 Tr. ____)," referencing both the transcript volume and page number therein.

FINDINGS OF FACT

Barry Van Treese, owner of the Best Budget Inn in west Oklahoma City, was murdered in Room 102 of the motel in the early morning hours of January 7, 1997. It is undisputed that Justin Sneed, the motel's maintenance worker, beat Mr. Van Treese to death with a baseball bat. Mr. Sneed has repeatedly admitted to the killing, including in his initial interview with police a week after the death, in testimony at Mr. Glossip's 1998 and 2004 jury trials, and as the basis for his own plea of guilty to the murder, for which Mr. Sneed is serving a sentence of life without parole.

The State of Oklahoma charged both men jointly with Murder in the First Degree based on the theory that Mr. Glossip enticed Mr. Sneed to kill Mr. Van Treese on promises of remuneration. Mr. Glossip has unwaveringly contested that theory. Nevertheless, he was bound over to stand trial for Mr. Van Treese's murder and was subsequently convicted at two separate jury trials on that basis.² The matter is now before this Court on remand for a new trial. The court has reviewed the entirety of the evidence presented at the motion hearing and the defendant's response and objection to the state's proposed finding of fact and conclusions of law. The following facts have been taken into consideration.

1. Donna Van Treese, Mr. Van Treese's widow, testified that Mr. Van Treese hired Mr. Glossip in 1996 to be the on-site manager for the Best Budget Inn. Mr. Glossip lived in an apartment behind the motel's front office with his girlfriend, D-Anna Wood. He

² Mr. Glossip's first conviction was overturned by the Court of Criminal Appeals in 2001 based on a finding that he received ineffective assistance of counsel. *Glossip v. State*, 2001 OK CR 21, 29 P.3d 597. His second conviction was overturned earlier this year following a finding by the United States Supreme Court that he was deprived of a fair trial due to *Napue* error. *Glossip v. Oklahoma*, 604 U.S. --, 145 S. Ct. 612 (2025) (citing *Napue v. Illinois*, 360 U.S. 264 (1959)).

received a salary, paid bi-monthly, in addition to free rent and utilities. (JT2 Tr. IV 38, 42-43, 50).

2. Mr. Van Treese resided in Lawton with his family but typically visited the motel every couple of weeks to make payroll, pick up daily receipts, check balance sheets, and inspect the property. (JT 2 Tr. IV 31-32, 41-42, 51-55). Following a series of illnesses and deaths in his family, however, the frequency of Mr. Van Treese's trips to Oklahoma City dramatically decreased in the last half of 1996; he made only four overnight visits to the motel during that time. Still, Mr. and Mrs. Van Treese maintained regular contact with Mr. Glossip by phone to stay updated on the motel's daily receipts, daily volume, and condition. (JT2 Tr. IV 39, 41, 85, 120-121). Mr. Van Treese was dependent on Mr. Glossip to manage the property in his absence. (JT2 Tr. IV 42).
3. Around that time, the Van Treeses noticed shortages on the books for the motel, and by the end of December, they discovered approximately \$6,100 was missing for the year. Mrs. Van Treese testified that Mr. Glossip was responsible for maintaining the motel's ledger and registry and safekeeping the money until Mr. Van Treese picked it up. When they questioned him about the shortages throughout the year, he provided unsatisfactory explanations. (JT2 Tr. IV 72-78). Mrs. Van Treese stated she and her husband "were very upset" about the shortages. However, they took no action at that time because their focus was on supporting the family through their time of bereavement. (JT2 Tr. IV 66, Tr. V 20-21).
4. Mrs. Van Treese explained that Mr. Van Treese planned to visit the motel after their Christmas vacation to confront Mr. Glossip about the shortages and to conduct a room-

by-room inspection of the property to assess what repairs and renovations were needed. (JT2 Tr. IV 74).

5. Billye Hooper, the motel's daytime desk clerk, similarly testified that when she expressed her concerns about Mr. Glossip's management of the motel to Mr. Van Treese in December 1996, Mr. Van Treese told her "that he knew things had to be taken care of but that he was taking his family on vacation for Christmas and going to see his new grandbaby." Mr. Van Treese left her with the impression that he would confront Mr. Glossip when he returned. (JT2 Tr. VII 35-40).
6. Mr. Van Treese arrived at the motel around 6:00 p.m. on January 6, 1997. While there, he collected the daily reports and revenue and made payroll for his employees. (JT2 Tr. IV 79-80, Tr. VII 53, 55). By both Ms. Hooper's and Mr. Glossip's estimation, Mr. Van Treese picked up somewhere between \$3,500 or \$3,600 to \$4,000 in receipts that evening. (JT2 Tr. VII 77; Tr. XIV 28-30; State's Exh. 2).
7. The final paycheck Mr. Van Treese wrote for Mr. Glossip was in the amount of \$429.33; the check memo reflected that \$211.15 had been deducted for cash advances taken by Mr. Glossip during that two-week pay period. Mrs. Van Treese explained that employees were permitted to take cash advances of up to \$20 a day on their paychecks if they first obtained authorization from herself or her husband. (JT2 Tr. IV 84-85, 120-121).
8. Mr. Van Treese left the Oklahoma City motel shortly before 8:00 p.m. to visit another motel he owned in Tulsa. (JT2 Tr. VIII 109, Tr. XIV 5-7; State's Exh. 1). D-Anna Wood, Mr. Glossip's girlfriend, testified that before he left, Mr. Van Treese took the key for

Room 102 with him because he planned to stay in that room when he returned to the Oklahoma City motel later that night. (JT2 Tr. V 78-79).

9. Mr. Van Treese arrived at the Tulsa motel sometime before midnight. William Bender, the motel manager, testified that Mr. Van Treese “was upset. He was mad. . . . He was all red in the face.” (JT2 Tr. VIII 64). During his thirty-to-forty-five-minute visit, Mr. Van Treese had Mr. Bender produce the motel’s current daily sheet and daily report and accompany him to inspect several of the rooms to ensure none were occupied that were not registered. (JT2 Tr. VIII 80).
10. Mr. Bender observed Mr. Van Treese to be angry because he assumed the same issues that were plaguing the Oklahoma City motel—missing registration cards, missing money, and people staying in unregistered rooms—were also occurring at the Tulsa motel. (JT2 Tr. VIII 81-81). Mr. Van Treese told Mr. Bender he planned to give Mr. Glossip until he returned to Oklahoma City “to come up with the weekend’s receipts that were missing and if he came up with that, he was going to give him another week to come up with the registration cards,” but if he did not, then Mr. Van Treese would call the police. (JT2 Tr. VIII 82).
11. When he concluded his inspection of the Tulsa motel, Mr. Van Treese returned to Oklahoma City. Based on his PikePass records, he would have arrived back at the Best Budget Inn sometime around 2:00 a.m. (JT2 Tr. IV 91-92, Tr. VIII 107-108, Tr. XIII 116-17).
12. Justin Sneed was a nineteen-year-old drifter hired by Mr. Glossip to perform motel housekeeping and maintenance work in exchange for a free room; he was not otherwise compensated. The two had become close friends over the months Mr. Sneed had resided

there. Since Mr. Sneed was unpaid, he largely depended on Mr. Glossip for food. (JT2 Tr. VII 28, Tr. XII 44-47, 71-73; State's Exh. 77).

13. On the night of the murder, Mr. Sneed walked to a nearby Sinclair station and bought a soda or snack. (JT2 Tr. XII 100). This was confirmed by the store clerk, Kayla Pursley, who also lived at the Best Budget Inn and worked at the Sinclair station. (JT2 Tr. IX 26-27). Mr. Sneed then returned to the motel, paced his room, grabbed the baseball bat and his master room key, and went to Room 102. (JT2 Tr. XII 100-101).
14. Mr. Sneed testified that as soon as he opened the door to Room 102, Mr. Van Treese jumped out of bed and ran towards him. A struggle ensued. Mr. Sneed swung the bat at Mr. Van Treese; Mr. Van Treese pushed Mr. Sneed back into a chair by the door. When Mr. Sneed fell in the chair, the baseball bat went up and broke out the window behind the chair. (JT2 Tr. XII 101-102).
15. John Beaver, a resident of the motel, testified he heard the breaking of glass and voices arguing as he walked through the motel parking lot around 4:30 a.m. He then saw the window to Room 102 was broken and glass was on the sidewalk. (JT2 Tr. VI 20-26, 30).
16. John Prittie, an overnight guest staying in the room next to Room 102, also heard arguing—possibly a male and female voice—and what could have been the sound of breaking glass in the early morning hours of January 7. Additionally, he heard what he described as the sound of aluminum hitting the ground. When he looked out of his window, though, he saw nothing unusual. (JT2 Tr. IV 155-159).

17. Mr. Sneed then struck him multiple times around his head with the baseball bat. Mr. Van Treese died where he lay. (JT2 Tr. XII 101-102). The medical examiner later determined the cause of death to be multiple blunt force injury. (JT2 Tr. XI 55).
18. After Mr. Van Treese stopped moving and breathing, Mr. Sneed returned to his room and changed out of his bloody clothes. He stuffed them in a large popcorn tin. Investigators later found the tin concealed in the motel laundry room, where Mr. Sneed told them it would be. (JT2 Tr. XII 119, Tr. XIII 41-42, Tr. XIV 11-12).
19. Mr. Sneed next went to the motel office to let Mr. Glossip know the job was done. (JT2 Tr. XII 117-119). He told Mr. Glossip that Mr. Van Treese was dead and that the window to Room 102 had been broken. (JT2 Tr. XII 120-122).
20. Though he initially denied any knowledge about the murder, Mr. Glossip acknowledged in his second police interview that Mr. Sneed came to his room early that morning and told him he had killed Mr. Van Treese. (JT2 Tr. XIV 95; State's Exh. 2).
21. Mr. Sneed testified Mr. Glossip instructed him to clean up the glass from the sidewalk. (JT2 XII 122).
22. Mr. Glossip also disclosed in his second police interview that he had directed Mr. Sneed "to clean up the glass, because [he] didn't want to touch nothing because [he] didn't want [his] prints on a damn thing." (State's Exh. 2).
23. Mr. Glossip met him back at his room where he took about half of the money for himself and gave the rest to Mr. Sneed. (JT2 Tr. XII 128-129).

24. Mr. Sneed testified that after they divvied up the money, he and Mr. Glossip returned to Room 102 and duct taped a shower curtain over the inside of the broken window. Mr. Sneed said he also covered Mr. Van Treese's body with some of the bedding in the room. Mr. Glossip instructed Mr. Sneed to turn the air conditioner up "full blast" so the body would not start to smell. As they left the room around dawn, Mr. Glossip also directed Mr. Sneed to break the key off in the lock. When he attempted to do so, the entire tumbler fell out. (JT2 Tr. XII 130-132, 137).

25. Mr. Sneed said Mr. Glossip told him that if anyone asked about the broken window, he should say the window had been broken out by "two drunks" who had rented Room 102 and that he and Mr. Glossip had run them off the premises early that morning. (JT2 Tr. XII 136). Mr. Glossip also told Mr. Sneed that they would handle housekeeping for the downstairs rooms so the motel's housekeeper, Jackie Williams, would not go into Room 102 while the body was still there. (JT2 Tr. XII 138-139). **Multiple witnesses support that Mr. Glossip followed through with this plan:**

- a. Ms. Pursley, the Sinclair station clerk, testified that around 8:30 a.m. on January 7, Mr. Glossip told her "there had been a fight in the room" between two drunk men, "the footstool had got thrown through the window," and "they" (Mr. Glossip and Mr. Sneed) had run them off. Ms. Pursley recalled that she had encountered a motel guest that night who came into the Sinclair station behaving very strangely. She asked Mr. Glossip if that man had been one of the drunks they ran off. Mr. Glossip responded "yes, it was him and one of his buddies." (JT2 Tr. IX 45-48).

- b. While Ms. Pursley was talking to Mr. Glossip, Mr. Sneed walked up. Ms. Pursley heard Mr. Glossip tell Mr. Sneed that they needed to get the broken window boarded up. She also overheard Mr. Glossip tell Mr. Sneed “that they would clean the downstairs. . . . And Jackie [Williams] could clean the rest of the rooms.” Ms. Pursley testified: “That was unusual. [Mr. Glossip] didn't normally clean the rooms. He was the manager. He had people to do that for him.” (JT2 Tr. IX 49). It appeared to Ms. Pursley that Mr. Glossip was the one making the plans and Mr. Sneed was just agreeing. (JT2 IX 51).
- c. Jackie Williams, the motel housekeeper,³ similarly testified that when she reported for work around 8:00 or 9:00 a.m. on January 7, Mr. Glossip gave her instructions to clean “the upstairs only, not the downstairs,” which he had never done before. Later, when she saw Mr. Sneed, he told her he would do the downstairs cleaning. (JT2 Tr. VIII 122-124).
- d. Ms. Hooper, the motel desk clerk, testified that Mr. Glossip instructed her that morning not to put Room 102 on the housekeeping report for the day because he and Mr. Sneed were going to personally clean that room. (JT2 Tr. VII 64). Mr. Glossip explained that Mr. Van Treese had rented Room 102 to a couple of drunks and they had busted out the window. (JT2 Tr. VII 64). This struck Ms. Hooper as unusual because Mr. Van Treese usually reserved Room 102 for himself when he stayed overnight because it was their best room. When she

³ Similar to Mr. Sneed, Mr. Glossip had hired Ms. Williams to work housekeeping at the motel in exchange for a free room and no pay. (JT2 Tr. VIII 115). He instructed her to stay in her room whenever the owner was on the premises. (JT2 Tr. VIII 116-117, 135).

questioned Mr. Glossip about it, he told her Mr. Van Treese had stayed in Room 108 that night. (JT2 Tr. VII 66).

- e. Also that morning, as Ms. Pursley was walking to her room, she again encountered Mr. Glossip and Mr. Sneed walking in the direction of the motel's supply room. She ended up instep behind them. When she saw the broken window to Room 102, she asked where the broken glass had gone since the ground was clear. Mr. Glossip said "they [Mr. Glossip and Mr. Sneed] had already cleaned it up." Ms. Pursley also noticed a stream of blood that had dripped from the base of the window. She asked if they had seen the blood, and Mr. Glossip told her "somebody got cut cleaning up the window" but he was unsure who it had been. (JT2 Tr. XI 52-55).

26. Mr. Sneed testified that Mr. Glossip told him to go to the hardware store to get a sheet of plexiglass to cover the broken window. (JT2 Tr. XII 144). Together, Mr. Glossip and Mr. Sneed installed the plexiglass over Room 102's broken window. (JT2 Tr. XII 149, 167; State's Exh. 30).

27. In his second police interview, Mr. Glossip acknowledged that he helped hold the plexiglass while Mr. Sneed adhered it to the window. (State's Exh. 2).

28. Hours after the murder but before Mr. Van Treese was discovered to be missing, Mr. Glossip told multiple people that he had seen Mr. Van Treese at the motel that morning:

- a. Ms. Hooper testified that around 8:30 a.m., Mr. Glossip told her that Mr. Van Treese "had got up early that morning and had gone to get breakfast and was going to get some materials. They were going to start working on the motel."

(JT2 Tr. VII 62). She found this out of character for Mr. Van Treese because she had never known him to be an earlier riser. (JT2 Tr. VII 63).

- b. Mrs. Van Treese testified that after she learned her husband's car was found abandoned at the credit union,⁴ she telephoned Mr. Glossip at the motel to ask if he had seen him. Mr. Glossip told her "that he had seen Barry some time between 7 and 7:30 a.m. on January the 7th and that Barry had told him he was going to buy supplies for the motel and he would be back later." (JT2 Tr. IV 99).
- c. That afternoon, Mr. Glossip informed Oklahoma City Police Sergeant Tim Brown, who frequently patrolled around the motel, that Mr. Van Treese was missing. Mr. Glossip told Sgt. Brown that Mr. Van Treese had stayed at the hotel overnight and that "the last time he [had] seen Mr. Van Treese was at 7:00 in the morning" as Mr. Van Treese was walking through the motel parking lot. (JT2 Tr. IX 194-195).

29. Ms. Hooper testified that later in the morning, Mr. Glossip informed her that he was going to lie back down for a bit before running errands with his girlfriend. He asked Ms. Hooper to wake him around noon. (JT2 Tr. VII 68). This struck Ms. Hooper as odd because usually when Mr. Van Treese was in town at the motel, everyone was on site to assist in the work of the motel. Nevertheless, Mr. Glossip took a nap and she woke him up later that afternoon as instructed. (JT2 Tr. VII 69-70).

⁴ Testimony from Deputy Matt Steadman and Ms. Hooper establishes that hotel staff first received notice that Mr. Van Treese's car had been located sometime between 2:00 and 3:00 p.m. (JT2 Tr. VII 70, VIII 179).

30. According to Mr. Glossip's live-in girlfriend, D-Anna Wood, Mr. Glossip had no savings and the two were living paycheck-to-paycheck at the time. (JT2 Tr. XIV 44). This is supported by Mr. Glossip's apparent need to take several cash advances on his January 6 paycheck. Despite this, Mr. Glossip took Ms. Wood on a shopping spree on the afternoon of January 7. After cashing his paycheck at a cash advance business, Mr. Glossip bought himself a new pair of eyeglasses, he bought Ms. Wood an engagement ring, and the two were in the middle of a shopping trip at Wal-Mart when they were interrupted by an emergency page from Ms. Hooper. (JT2 Tr. V 87-88, Tr. VII 75).
31. Mr. Glossip returned Ms. Hooper's page, and she informed him that Mr. Van Treese's car had been found abandoned at the neighboring credit union and he was missing. (JT2 Tr. VII 74).
32. Mr. Glossip and Ms. Wood returned to the motel. Ms. Hooper testified that Mr. Glossip did not seem upset or concerned at all by Van Treese's disappearance. (JT2 Tr. VII 75, 88-89).
33. Ms. Wood testified that Mr. Glossip instructed Mr. Sneed to check the motel rooms for Mr. Van Treese. (JT2 Tr. V 97, 163). Ms. Hooper recalled that Mr. Glossip left the office with Mr. Sneed to assist in the search. (JT2 Tr. VII 76). Mr. Van Treese remained missing.
34. Sometime that evening, Mr. Glossip spoke with Sgt. Tim Brown. He suggested the officer should contact Ms. Pursley at the Sinclair station about a transient individual she had encountered who may have been involved in Mr. Van Treese's disappearance. However, when Sgt. Brown spoke to Ms. Pursley, he learned for the first time that the window in Room 102 had been broken out around 4:30 that morning. (JT2 Tr. IX 204-

206, Tr. X 11-15). This raised the officer's suspicions, because Mr. Glossip had not mentioned the broken window and he had said he saw Mr. Van Treese that morning, after the window had been broken. (JT2 Tr. IX 204-206). Sgt. Brown asked Mr. Glossip about this new information, and Mr. Glossip said that Mr. Sneed had told him two drunks had broken the window, and Mr. Sneed had run them off. Mr. Glossip reaffirmed his claim that he had seen Mr. Van Treese sometime that morning after the window had been broken. (JT2 Tr. IX 206-209).

35. Sgt. Brown testified that he asked Mr. Glossip to accompany him to ask Mr. Sneed about the broken window, but when they arrived at Mr. Sneed's room, he was gone. Mr. Glossip then told the officer, in contradiction of his earlier statements, that he had not seen Mr. Van Treese since about 8:00 p.m. the night before. (JT2 Tr. IX 209-217).
36. At around 9:30 p.m., as he was in his squad car drafting a report about his conversations with Mr. Glossip, Sgt. Brown encountered Mr. Everhart. After recounting Mr. Glossip's shifting stories, the two decided to inspect Room 102. (JT2 Tr. IX 220, Tr. XI 191-193).
37. When Sgt. Brown and Mr. Everhart approached Room 102 around 10:30 p.m., they discovered the tumbler to the door lock had been removed. Officer Brown used a pair of hemostats to jimmy the lock open. Inside, the room was very cold. Blood covered the walls. Lifting up a blanket covering something on the floor, they discovered the body of Mr. Van Treese. (JT2 Tr. IX 223-225; JT2 Tr. XI 193-197).
38. Sgt. Brown placed Mr. Glossip in the back of his squad car. Mr. Glossip stated, unprompted, "Well, I guess I better tell you now. . ." He then proceeded to say that he had heard glass breaking earlier that morning and that Mr. Sneed had woken him up after that by beating on his apartment wall. Mr. Glossip said "he and D-Anna had

thought the whole time that Justin had something to do with what happened to do with what happened to Mr. Van Treese but he didn't want to say anything until he knew for sure.” (JT2 Tr. IX 233). He also mentioned that Mr. Sneed had previously said something about wanting to set up a fake robbery. (JT2 Tr. IX 233). Mr. Glossip was transported to the police station to be interviewed by homicide detectives.

39. Mr. Glossip's initial interview with detectives on January 8, 1997, was video recorded. (State's Exh. 1). During the interview, Mr. Glossip disavowed any knowledge of the murder. He denied that he had ever told Sgt. Brown that he had seen Mr. Van Treese on the morning of January 7, even when Sgt. Brown was brought into the interview room and confirmed the statement. Mr. Glossip also denied that he had told anyone Room 102 had been rented to two individuals, and he stated he had never checked on the broken window. Mr. Glossip also suggested an unknown motel guest staying in Room 237 was connected to Mr. Van Treese's death. At the close of the interview, Mr. Glossip assured the detectives he was not holding anything back and he had told them everything he knew. (State's Exh. 1).

40. Mr. Glossip was interviewed by detectives a second time on January 9. That interview was also video recorded. (State's Exh. 2). Mr. Glossip began by saying he should not have lied to the detectives during the first interview. He revealed that when Mr. Sneed came to his door in the early morning hours of January 7, Mr. Sneed admitted he had killed Mr. Van Treese. He said Mr. Sneed indicated he believed Mr. Van Treese was going to kick him out of the motel. Mr. Glossip stated he had not known Mr. Sneed was planning to kill Mr. Van Treese. He further told detectives that he had instructed Mr.

Sneed to clean up the broken glass and he had given Mr. Sneed money to purchase some plexiglass. He also admitted assisting Mr. Sneed in putting the plexiglass over the window. All the time, he was aware Mr. Van Treese's body was in Room 102. Mr. Glossip explained he had lied during his first interview because he was scared for himself and worried about losing his girlfriend. (State's Exh. 2). Towards the end of the interview, Mr. Glossip told the detectives, "I never intended for Barry to ever get hurt."

41. Mr. Glossip was arrested at the conclusion of the interview. Despite his need for cash advances on his paycheck and his expenses from his and Ms. Wood's shopping trip, he had \$1757 in cash on his person at that time. (JT2 Tr. XIV 32-33; State's Exh. 6).

42. Mr. Sneed testified he fled the Best Budget Inn at Mr. Glossip's urging while the search for Mr. Van Treese was still underway. (JT2 Tr. XII 158-159). He remained on the lam until January 14, 1997. He was interviewed by detectives that day. Although he initially denied participation in the homicide, he quickly implicated both himself and Mr. Glossip in the murder. (JT2 Tr. VI 4-6, Tr. XII 205, Tr. XIV 74-75). Mr. Sneed still had a black eye, which he sustained during his struggle with Mr. Van Treese. He directed officers to \$1,680 in cash that he still had in his possession as proceeds of the murder. (JT2 Tr. XIV 12-13, 15-18; State's Exh. 7).

43. Mr. Sneed testified at both of Mr. Glossip's jury trials in 1998 and 2004 recounting both his and Mr. Glossip's respective roles in the killing of Mr. Van Treese. The Court considered only the parts of Sneed's testimony that was corroborated by other witnesses and evidence.

44. Earlier this year, the United States Supreme Court found Mr. Glossip was entitled to a new trial upon finding that prosecutors at his second trial had failed to correct Mr. Sneed's testimony that he had been prescribed lithium while in the county jail for an unknown reason and that he had never seen a psychiatrist. The Attorney General conceded the failure constituted *Napue* error because prosecutors would have had access to Mr. Sneed's medical records indicating he had been prescribed lithium for bipolar disorder. *Glossip*, 145 S. Ct. at 627. The Supreme Court also noted that some items of evidence had been lost or destroyed before trial, further "reinforc[ing] [the] conclusion that the *Napue* error . . . prejudiced the defense." *Id.* at 629.

CONCLUSIONS OF LAW

Article II, Section of the Oklahoma Constitution provides:

All persons shall be bailable by sufficient sureties, except that *bail may be denied for:*

1. *capital offenses when the proof of guilt is evident, or the presumption thereof is great;*
2. violent offenses;
3. offenses where the maximum sentence may be life imprisonment or life imprisonment without parole;
4. felony offenses where the person charged with the offense has been convicted of two or more felony offenses arising out of different transactions; and
5. controlled dangerous substances offenses where the maximum sentence may be at least ten (10) years imprisonment.

On all offenses specified in paragraphs 2 through 5 of this section, the proof of guilt must be evident, or the presumption must be great, and it must be on the grounds that no condition of release would assure the safety of the community or any person.

Okla. Const., art. II, § 8(A) (emphasis added).

The crime with which Mr. Glossip stands charged, Murder in the First Degree, is a capital offense. *See* 21 O.S.Supp.1987, § 701.9(A); *In re Kennedy*, 1973 OK CR 316, ¶ 9, 512 P.2d 201, 203-04; *Martley v. State*, 1974 OK CR 34, ¶ 19, 519 P.2d 544, 548. As such, bail may not be denied unless this Court is satisfied by clear and convincing evidence that “the proof of guilt is evident, or the presumption thereof is great.” *Brill*, 1998 OK CR 49, ¶ 13, 965 P.2d at 407-08 (quoting Okla. Const. art. II, § 8). This court must consider the totality of the circumstances when evaluating the evidence.

CONCLUSION

Having considered the record, arguments of all parties and the exhibits submitted by the parties the Court finds that the State has sufficiently shown by clear and convincing evidence that the presumption of the defendant’s guilt of a capital offense is great. Accordingly, the Court finds Mr. Glossip’s request for bond should be, and is hereby, denied.



HEATHER E. COYLE
DISTRICT JUDGE

CERTIFICATE OF MAILING

On this 23rd day of July 2025, a true and correct copy of the foregoing *Court's Order* was mailed and/or emailed to:

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A handwritten signature in black ink, appearing to read 'Mark Olive', is written over a horizontal line.