

**IN A GENERAL COURT-MARTIAL OF THE UNITED STATES  
ARMY TRIAL JUDICIARY, FIRST JUDICIAL CIRCUIT**

---

UNITED STATES )

v. )

Will, Joshua K. )

PFC, U.S. Army )

D Company, 1st Battalion )

3d U.S. Infantry (The Old Guard) )

Fort Myer, Virginia 22211 )

**OFFER TO PLEAD GUILTY**

**25 January 2010**

---

1. I, PFC Joshua K. Will, the accused in the court-martial now pending, examined the Charges and Specifications and the evidence against me. I had the benefit of my defense counsel's advice, and being fully advised that I have a legal and moral right to plead not guilty to the Charges and Specifications against me, and to place the burden of proving my guilt beyond a reasonable doubt upon the United States, I offer to, and knowingly agree to:

a. Plead as follows:

**To all Charges and their Specifications: Guilty.**

b. Enter into a written Stipulation of Fact correctly describing the offenses to which I am offering to plead guilty. I further agree that this stipulation may be used by the Military Judge during the guilty plea inquiry in determining the providence of my pleas of guilty and in adjudging an appropriate sentence, by the Convening Authority when deciding to accept or reject my offer to plea and at the time of Action, or by any appellate authority in this case, for these same purposes. If my plea is not accepted by the Military Judge, this offer to stipulate is null and void. I further agree that the Convening Authority may not be bound by this plea agreement if I withdraw my plea of guilty at any time, if the Military Judge before sentencing changes my plea of guilty, or if a plea of not guilty is entered.

c. Be tried by military judge alone, who will determine whether I am guilty or not guilty, and alone will assess my sentence. My defense counsel informed me of my right to be tried by a court consisting of at least five officer members, by a court consisting of at least one-third enlisted members (if applicable), or by a military judge alone, at my discretion.

d. Voluntarily waive all motions, which can be waived under applicable statutes, case law, and public policy. I further agree that, as of the date of this Offer, I have not been confined under unduly rigorous circumstances during pre-trial confinement, nor have I been treated in a manner so excessive as to constitute punishment under Article 13, UCMJ.

e. Voluntarily waive my right to request the personal appearance of all but one out-of-town witness on my behalf during the sentencing phase of my trial at the government's expense, under Rules for Courts-Martial (R.C.M.) 705(c)(2)(E). I was informed of my right to request personal appearance of witnesses during the sentencing phase of my trial, and I knowingly waive my right to call more than one out-of-town witness. For the purposes of this agreement, an "out-of-town witness" is any witness who resides or is stationed further than fifty miles from Building 32, Fort Lesley J. McNair, District of Columbia. The single sentencing witness will not be paid at government expense if the witness is located outside of the United States.

f. Submit a request for Voluntary Excess Leave, if either a punitive discharge, or a punitive discharge and confinement are adjudged in my case. If the adjudged sentence includes a punitive discharge but no confinement, I will submit the request for Voluntary Excess Leave once the sentence has been adjudged and the court is adjourned. If the adjudged sentence includes both a punitive discharge and confinement, I will submit the request for Voluntary Excess Leave when I am released from confinement if the Convening Authority has not yet acted upon my sentence. In either case, the Voluntary Excess Leave shall continue from the date I exhaust all accrued leave until the date the Convening Authority acts on the sentence and my sentence is fully executed.

g. Waive my rights to a pre-trial investigation, in my case, under Article 32, UCMJ, and R.C.M. 405(f), after consulting with my defense counsel.

2. In exchange for my actions as stated in paragraph 1, the Convening Authority will take the actions specified in Appendix I (Quantum) to this Offer to Plead.

3. The negotiations for this Offer to Plead guilty were initiated by me and my defense counsel. Due to these negotiations, this offer was proposed and submitted by me. No person has attempted to force or coerce me, in any way, to offer to plead guilty.

4. I understand that I may request to withdraw the plea of guilty at any time before my plea is accepted and that if I do so, this agreement is canceled. I also understand that I may request the Military Judge to permit me to withdraw my plea of guilty after it is accepted, but before a sentence is announced and further understand that if my plea of guilty is withdrawn, this agreement is cancelled. This agreement may also be canceled if:

a. I fail to plead guilty or fully comply with this Offer to Plead, as agreed above; or

b. The stipulation of fact is modified at any time without the consent of both me and the trial counsel; or

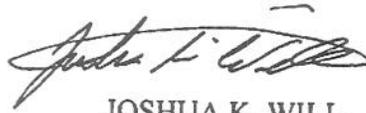
c. The Military Judge either refuses to accept my plea of guilty or changes my plea of guilty during the trial; or

d. Either party withdraws from this agreement.

5. This agreement shall not be affected by dismissal of any specifications or charges on motion of the United States.

6. This writing, including Appendix I (Quantum), includes all terms and conditions of this Offer to Plead Guilty and contains all promises made to me or by me concerning my plea of guilty. No other terms or conditions exist that are not contained in this writing.

  
NEAL PUCKETT  
Defense Counsel

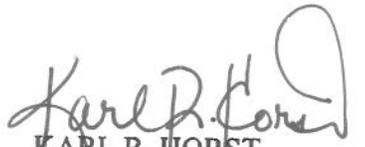
  
JOSHUA K. WILL  
PFC, USA  
Accused

The offer to plead guilty dated 25 January 2010 is:

(accepted) ~~(not accepted)~~

DATE:



  
KARL R. HORST  
Major General, U.S. Army  
Commanding