

**IN A COURT MARTIAL OF THE UNITED STATES
U.S. ARMY TRIAL JUDICIARY, THIRD JUDICIAL CIRCUIT**

UNITED STATES)

v.)

PRETRIAL OFFER AND AGREEMENT)

CAMPBELL, Dakota L.)

PVT, U.S. Army)

Company B)

615th Aviation Support Battalion)

1st Air Cavalry Brigade)

1st Cavalry Division)

Fort Hood, TX 76544)

21 April 2014

1. I, PVT (E-1) Dakota L. Campbell, the Accused in the court-martial case now pending, having had an opportunity to examine the charges preferred against me, and all statements and documents attached thereto, and after consulting with my defense counsel, CPT (b) (6) and being fully advised that I have a legal and moral right to plead not guilty, offer to plead as follows:

To all Charges and Specifications: Guilty

2. I agree to enter into a written stipulation of fact with the trial counsel concerning the facts and circumstances surrounding the offenses to which I am pleading guilty. This stipulation is to be used both at trial and on appeal to inform and assist the court in determining the providence of my pleas and of matters pertinent to an appropriate sentence, even if the evidence of such facts is deemed otherwise inadmissible.

3. I agree to waive my right to have a court-martial composed of members, and agree to have a military judge alone determine an appropriate sentence. I also agree to waive my right to have the Government produce witnesses outside of the Fort Hood area. For purposes of this agreement, the Fort Hood area is defined as all places within a 100 mile radius of Fort Hood. I understand this does not constitute a waiver of my right to offer into evidence other forms of evidence under R.C.M 1001(c), including, but not limited to, Stipulations of Expected Testimony, letters, photographs, awards, certificates, and telephonic testimony. I further agree not to commit further misconduct as defined in this agreement.

4. I further agree to repay the specified dollar amounts to the following individuals as part of this offer to plea:

SPC (b) (6) - \$90.00

PFC (b) (6) - \$100.00
Ms. (b) (6) - \$80.00

5. I agree to take all actions as stated in paragraphs 1, 2, 3 and 4 provided the Convening Authority agrees to take the action contained in Appendix A (Quantum).
6. No person or persons have made any attempt to force or coerce me into making this offer or to plead guilty. I am satisfied with my defense counsel detailed to me by the U.S. Army Trial Defense Service. My defense counsel has advised me of the meaning and effect of my guilty plea, and I understand the meaning and effect thereof. I understand that I may withdraw from this agreement at any time before my plea is accepted and that if I do so, this agreement is cancelled.
7. This agreement shall not be affected by the dismissal of any charges or specifications by the convening authority.
6. 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 cancelled. I further understand that this pretrial agreement may become null and void, and the convening authority can withdraw from this agreement, in the event that any of the following occur:
 - a. I fail to plead guilty as required by this agreement;
 - b. The court refuses to accept any of my pleas of guilty;
 - c. The court sets aside any of my pleas of guilty for whatever reason, including upon my request, before sentence is announced;
 - d. I fail to satisfy any material term of this agreement; or I fail to plead guilty as required by this agreement at a rehearing should one occur.
 - e. A Stipulation of Fact is not agreed upon or is modified without the consent of both myself and the Trial Counsel.
9. Additionally, I understand that the convening authority may withdraw from the pretrial agreement at any time before I begin performance of the promises contained in my pretrial agreement or when inquiry by the military judge discloses a disagreement as to a material term in the agreement.
10. Notwithstanding the forgoing, I further understand that should I commit any further misconduct (i.e., any act or omission in violation of the UCMJ) after the signing of this agreement by me and the convening authority that such misconduct constitutes a material breach of this agreement. After the signing of this pretrial agreement by me and the convening authority, but before the date of trial, such misconduct can be the sole basis for the convening authority to unilaterally withdraw from the pretrial agreement, rendering the entire agreement null and void.

11. I understand that this writing, including Appendix A, embodies the entire pretrial agreement and contains all the promises made to me or by me concerning my plea of guilty. There are no terms or conditions placed upon my offer to plead guilty which are not contained in this agreement.

(b) (6)

DAKOTA L. CAMPBELL
PVT, USA
Accused

(b) (6)

CPT, JA
Defense Counsel

DATE: 29 April 2014

The foregoing is ^{was} (accepted) ~~(not accepted)~~.

DATE: 22 May 14


MICHAEL A. BILLS
Brigadier General, USA
Commanding

IN A COURT-MARTIAL OF THE UNITED STATES
U.S. ARMY TRIAL JUDICIARY, THIRD JUDICIAL CIRCUIT

UNITED STATES)

v.)

APPENDIX A TO PRETRIAL
OFFER AND AGREEMENT

CAMPBELL, Dakota L.)

PVT, U.S. Army)

Company B)

615th Aviation Support Battalion)

1st Air Cavalry Brigade)

1st Cavalry Division)

Fort Hood, TX 76544)

21 April 2014

In consideration for the promises made by the Accused, PVT (E-1) Dakota L. Campbell, in the Pretrial Offer and Agreement, the Convening Authority agrees that he will disapprove any confinement in excess of TWO MONTHS.

However, in the event that the accused does not repay the specified dollar amounts listed in the Pretrial Offer and Agreement, then the Convening Authority agrees he will disapprove any confinement in excess of SIX MONTHS.

(b) (6)

DAKOTA L. CAMPBELL
PVT, USA
Accused

CPT, JA
Defense Counsel

DATE: 29 April 2014

The foregoing is WAS (accepted) (not accepted).

DATE: 12 May 14


MICHAEL A. BILLS
Brigadier General, USA
Commanding

**IN A COURT MARTIAL OF THE UNITED STATES
U.S. ARMY TRIAL JUDICIARY, THIRD JUDICIAL CIRCUIT**

UNITED STATES)

v.)

Way, Tania M.)

PVT, U.S. Army)

E Company)

2-227th General Support Aviation)

Battalion)

1st Air Cavalry Brigade)

1st Cavalry Division)

Fort Hood, TX 76544)

PRETRIAL OFFER AND AGREEMENT

28 January 2014

1. I, PVT (E-1) Tania M. Way, the Accused in the court-martial case now pending, having had an opportunity to examine the charges preferred against me, and all statements and documents attached thereto, and after consulting with my defense counsel, CPT Deirdre K. Baker, and being fully advised that I have a legal and moral right to plead not guilty, offer to plead as follows:

To the Specification of Charge I: Guilty

To Charge I: Guilty

To Specification 1 and 2 of Charge II: Guilty

To Specification 3 of Charge II, Guilty, except the word "steal", substituting therefore the words "wrongful appropriation"; to the excepted word, Not Guilty, to the substituted words, Guilty.

To Charge II: Guilty

To the Specification of Charge III: Guilty

To Charge III: Guilty

2. I agree to enter into a written stipulation of fact with the trial counsel concerning the facts and circumstances surrounding the offenses to which I am pleading guilty. This stipulation is to be used both at trial and on appeal to inform and assist the court in determining the providence of my pleas and of matters pertinent to an appropriate sentence, even if the evidence of such facts is deemed otherwise inadmissible.

3. I further agree to repay the specified dollar amounts to the following individuals as part of this offer to plea:

SPC (b) (6) \$100.00
PFC (b) (6) \$798.74

Proof of payment will be provided to Government counsel before the date of trial.

4. I agree to waive my right to have a court-martial composed of members, and agree to have a military judge alone determine an appropriate sentence. I also agree to waive my right to have the Government produce witnesses outside of the Fort Hood area. For purposes of this agreement, the Fort Hood area is defined as all places within a 100 mile radius of Fort Hood. I understand this does not constitute a waiver of my right to offer into evidence other forms of evidence under R.C.M 1001(c), including, but not limited to, Stipulations of Expected Testimony, letters, photographs, awards, certificates, and telephonic testimony. I further agree not to commit further misconduct as defined in this agreement.
5. I agree to take all actions as stated in paragraphs 1, 2, 3 and 4 provided the Convening Authority agrees to take the action contained in Appendix A (Quantum).
6. No person or persons have made any attempt to force or coerce me into making this offer or to plead guilty. I am satisfied with my defense counsel detailed to me by the U.S. Army Trial Defense Service. My defense counsel has advised me of the meaning and effect of my guilty plea, and I understand the meaning and effect thereof. I understand that I may withdraw from this agreement at any time before my plea is accepted and that if I do so, this agreement is cancelled.
7. This agreement shall not be affected by the dismissal of any charges or specifications by the convening authority.
8. 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 cancelled. I further understand that this pretrial agreement may become null and void, and the convening authority can withdraw from this agreement, in the event that any of the following occur:
 - a. I fail to plead guilty as required by this agreement;
 - b. The court refuses to accept any of my pleas of guilty;
 - c. The court sets aside any of my pleas of guilty for whatever reason, including upon my request, before sentence is announced;
 - d. I fail to satisfy any material term of this agreement; or I fail to plead guilty as required by this agreement at a rehearing should one occur.
 - e. A Stipulation of Fact is not agreed upon or is modified without the consent of both myself and the Trial Counsel.
9. Additionally, I understand that the convening authority may withdraw from the pretrial agreement at any time before I begin performance of the promises contained in my pretrial

agreement or when inquiry by the military judge discloses a disagreement as to a material term in the agreement.

10. Notwithstanding the forgoing, I further understand that should I commit any further misconduct (i.e., any act or omission in violation of the UCMJ) after the signing of this agreement by me and the convening authority that such misconduct constitutes a material breach of this agreement. After the signing of this pretrial agreement by me and the convening authority, but before the date of trial, such misconduct can be the sole basis for the convening authority to unilaterally withdraw from the pretrial agreement, rendering the entire agreement null and void.

11. I understand that this writing, including Appendix A, embodies the entire pretrial agreement and contains all the promises made to me or by me concerning my plea of guilty. There are no terms or conditions placed upon my offer to plead guilty which are not contained in this agreement.

(b) (6)

TANIA M. WAY U
PVT, USA
Accused

(b) (6)

CPT, JA
Defense Counsel

DATE: 04 FEB 14

The foregoing is (accepted) (not accepted).

DATE: _____

ANTHONY R. IERARDI
Major General, USA
Commanding

**IN A COURT-MARTIAL OF THE UNITED STATES
U.S. ARMY TRIAL JUDICIARY, THIRD JUDICIAL CIRCUIT**

UNITED STATES)

v.)

Way, Tania M.)
PVT, U.S. Army)
E Company)
2-227th General Support Aviation Battalion)
1st Air Cavalry Brigade)
1st Cavalry Division)
Fort Hood, TX 76544)

APPENDIX A TO PRETRIAL
OFFER AND AGREEMENT

28 January 2014

In consideration for the promises made by the Accused, PVT (E-1) Tania M. Way, in the Pretrial Offer and Agreement, the Convening Authority agrees that he will disapprove any confinement in excess of TWO MONTHS.

However, in the event that the accused does not repay the specified dollar amounts listed in the Pretrial Offer and Agreement, then the Convening Authority agrees he will disapprove any confinement in excess of FOUR MONTHS.

(b) (6)

Tania M. Way
PVT, USA
Accused

(b) (6)

CPT, JA
Defense Counsel

DATE: 04 FEB 14

The foregoing is (accepted) (not accepted).

DATE: _____

ANTHONY R. IERARDI
Major General, USA
Commanding

IN THE FIRST JUDICIAL CIRCUIT, U.S. ARMY,
FORT DRUM, NY

UNITED STATES)

v.)

APPENDIX (QUANTUM)

BASS, Joshua K.)
Private (E-2), U.S. Army)
C Troop, 1st Battalion,)
87th Infantry Regiment,)
1st Brigade Combat Team (Rear))
10th Mountain Division (Light Infantry))
Fort Drum, New York 13602)

2 April 2013

In consideration of the terms, conditions, and agreements set forth in the Offer to Plead Guilty dated 2 April 2013, the Convening Authority will:

1. Approve no more than 120 days of confinement.
2. Disapprove any adjudged forfeitures.
3. Except as limited above, any other lawful punishment adjudged may be approved.

(b) (6)

(b) (6)

JOSHUA K. BASS
PV2, U.S. Army
Accused

CPT, JA
Defense Counsel

The Pretrial Agreement dated 2 April 2013 and Quantum are:

(accepted)

(not accepted)

Date: 9 APR 13

STEPHEN J. TOWNSEND
Major General, US Army
Commanding

IN THE FIRST JUDICIAL CIRCUIT, US ARMY,
FORT DRUM, NY

UNITED STATES)

v.)

BASS, Joshua K.)
Private (E-2), U.S. Army)
C Company, 1st Battalion,)
87th Infantry Regiment,)
1st Brigade Combat Team (Rear))
10th Mountain Division (Light Infantry))
Fort Drum, New York 13602)

OFFER TO PLEAD GUILTY

2 April 2013

1. I, Private (PV2) Joshua K. Bass, the accused in a court-martial now pending, have examined the charges preferred against me on 28 January 2013 as well as the supporting evidence. After consulting with my detailed trial defense counsel, CPT (b) (6) and being fully advised that I have a legal and moral right to plead not guilty and to place the burden of proving my guilt beyond a reasonable doubt upon the prosecution, I offer:

a. To plead as follows:

To Charge I and its Specifications: Not Guilty.

To Specifications 1, 2 and 3 of Charge II: Guilty.

To Specifications 4 and 5 of Charge II: Not Guilty.

To Charge II: Guilty.

To Charge III and its Specification: Guilty.

b. To waive my right to be tried by a court-martial composed of at least five officer members, or at least one-third enlisted members, and I understand that none of those enlisted members could come from my company or troop. Knowing all the above, I agree to be tried by a military judge alone.

c. To waive the in-court production of witnesses who are located more than 100 miles from Fort Drum, NY. I understand that ordinarily, upon request by my defense counsel, the government would be required to produce witnesses that are relevant and necessary during presentencing proceedings. I voluntarily waive the production of such witnesses. However, this does not constitute a waiver of my right to offer other evidence under Rule for Courts-Martial 1001(c), including, but not limited to: telephonic testimony, Stipulations of Expected Testimony, letters, photographs, awards, and certificates.

APPELLATE EXHIBIT I

d. To agree to enter into a Stipulation of Fact with the trial counsel detailing my conduct relating to the charges and specifications to which I am offering to plead guilty. I understand that if my offer to plead guilty is not accepted, the contents of any agreed upon stipulation of fact cannot be used against me at trial or for any other purpose.

2. In exchange for my actions as stated in paragraph 1, the Convening Authority agrees to:

a. Take the actions specified in The Appendix to this offer;

b. Upon acceptance of my pleas by the Military Judge, dismiss with prejudice the charge and specifications to which I am pleading not guilty.

REM *7 June 2013* *RB 7 June 2013* *7 June 2013*
c. To waive all ~~adjudged and~~ automatic forfeitures for the lesser of six months, the duration of confinement, or expiration of term of service (ETS).

d. To direct that an involuntary allotment be started in the amount of all automatic forfeitures pursuant to Article 58b, UCMJ, and waived by the convening authority, payable to [redacted] for the purpose of providing support to PV2 Bass's dependents, [redacted]

3. I am satisfied with my detailed defense counsel. My defense counsel has advised me of the meaning and effect of my guilty plea, and I understand the meaning and effect of this agreement. No person has made any attempt to force or to coerce me into making this offer to plead guilty.

4. I understand that I may request to withdraw from my plea of guilty at any time before my plea is accepted and that if I do so, this agreement is canceled. This agreement may also be canceled if I fail to fulfill any material promise contained in this agreement.

5. This writing, including The Appendix (Quantum portion), 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.

(b) (6)
[redacted]

CPT, JA
Trial Defense Counsel

DATE: 2 April 2013

The foregoing offer is (accepted) (rejected).

DATE: 9 APR 13

(b) (6)
[redacted]

JOSHUA K. BASS
PV2, U.S. Army
Accused

DATE: 2 April 2013
[Signature]

STEPHEN J. TOWNSEND
Major General, USA
Commanding

CORRECTED COPY

DEPARTMENT OF DEFENSE REPORT OF RESULT OF TRIAL	DATE OF TRIAL (YYYYMMDD) 20140618
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TO: (Convening Authority)
Commander, 1st Cavalry Division, Fort Hood, Texas 76544

1. NOTIFICATION UNDER R.C.M. 1101 IS HEREBY GIVEN IN THE CASE OF THE UNITED STATES VERSUS:

a. NAME (Last, First, Middle Initial) Campbell, Dakota L.	b. BRANCH OF SERVICE U.S. Army	c. RANK/GRADE PV2/E-2	d. DoD ID/SSN (Last 4) (b) (6)
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e. ORGANIZATION (Full address) B. Co., 615th ASB, 1ACB, 1CD, Fort Hood, Texas 76544	2.a. TYPE OF COURT-MARTIAL (X one per row) <input type="checkbox"/> GENERAL <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> OFF PANEL <input type="checkbox"/> ENL PANEL	<input type="checkbox"/> SUMMARY <input checked="" type="checkbox"/> JUDGE ALONE
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b. CONVENED BY: COURT MARTIAL ORDER NUMBER(S) CMCO # 5	c. ISSUING COMMAND Headquarters, 1st Cavalry Division	d. DATE (YYYYMMDD) 20140213
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3. SUMMARY OF OFFENSES, PLEAS AND FINDINGS

a. CHARGE/ SPECIFICATION NO(S).	b. UCMJ ARTICLE(S)	c. DIBRS CODE	d. BRIEF DESCRIPTION OF OFFENSE	e. PLEA	f. FINDING
Charge 1 / Specification 1	Article 107	107-B-	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 30 June 2013, with intent to deceive, make to Detective JY, an official statement, to wit: that he had no idea as to the whereabouts of the missing property, which statement was false in that Private (E-2) Dakota L. Campbell knew that he had pawned the missing guitar and Xbox 360 Kinect, and was then known by the said Private (E-2) Dakota L. Campbell to be so false.	G	G
Specification 2		107-A-	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 20 November 2013, with intent to deceive, sign an official document, to wit: AER Form 700, Application for Army Emergency Relief, which document was false in that Private (E-2) Dakota Campbell knew that Captain LW had not recommended him for loan approval, and was then known by the said Private (E-2) Dakota L. Campbell to be so false.	G	G
(SEE CONTINUATION PAGE)					

4.a. DATE ADJUDGED (YYYYMMDD) 20140618	b. DATE OF ANY FORFEITURES OR REDUCTIONS (YYYYMMDD) 20140701
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5. SENTENCE
To be confined for 30 days and to be discharged from the service with a Bad-Conduct Discharge.

6.a. CONTENTS OF PRE-TRIAL AGREEMENT CONCERNING SENTENCE TO CONFINEMENT (If any)
The convening authority agrees to disapprove any confinement in excess of two months. However, in the event that the accused does not repay the specified dollar amounts listed in the Pretrial Offer and Agreement, then the Convening Authority agrees he will disapprove any confinement in excess of six months.

b. DAYS OF PRE-TRIAL CREDIT 0	c. DAYS OF OTHER JUDGE ORDERED CREDIT 0	d. TOTAL PRESENTENCE CREDIT TOWARD POST-TRIAL CONFINEMENT 0
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7. DNA PROCESSING: IAW 10 U.S.C. § 1565 IS IS NOT REQUIRED.

8. SEX OFFENDER REGISTRATION: IAW 42 U.S.C. § 14071 IS IS NOT REQUIRED.

9. COMPANION ACCUSED/CO-ACCUSED (Name(s) and Social Security Number(s) (If any))
None.

10. DISTRIBUTION (Copy provided to named Agencies/Unit(s))
TC/DC/CF/Finance

TC CPT (b) (6)	DC: CPT (b) (6)	MJ: LTC (b) (6)
ATC	ADC	RPTR

11. SIGNED BY (X one) TRIAL COUNSEL SUMMARY COURT-MARTIAL OFFICER

a. NAME (Last, First, Middle Initial) (b) (6)	b. RANK/GRADE CPT/0-3	c. BRANCH OF SERVICE U.S. Army
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d. SIGNATURE (b) (6)	e. DATE SIGNED (YYYYMMDD) 20140618
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CORRECTED COPY

3. SUMMARY OF OFFENSES, PLEAS AND FINDINGS continued					
a. CHARGE/SPECIFICATION	b. UCMJ ARTICLE(S)	c. DIBRS CODE	d. BRIEF DESCRIPTION OF OFFENSE	e. PLEA	f. FINDING
Charge II/ Specification 1	Article 121	121-C1	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 26 June 2013, wrongfully appropriate a black six string guitar and a black XBox 360 Kinect, of a total value less than \$500.00, the property of Specialist <u>DRO</u> .	G	G
Specification 2		121-B1	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 19 October 2013, steal a subwoofer and amplifier, of a total value less than \$500.00, the property of Private First Class (E-3) <u>ST</u> .	G	G
Specification 3		121-B1	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 3 January 2014, steal clothing of a total value less than \$500.00, the property of the Army and Air Force Exchange Service.	G	G
Specification 4		121-B1	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 3 January 2014, steal a knife, of a total value less than \$500.00, the property of the Army and Air Force Exchange Service.	G	G
Specification 5		121-B1	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 5 January 2014, steal clothing, retail merchandise, candy, and a drink, of a total value less than \$500.00, the property of the Army and Air Force Exchange Service.	G	G
Charge III/ Specification 1	Article 134	<u>134-L1</u>	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 23 December 2013, with intent to defraud, falsely pretend to Ms. <u>LD</u> that he would properly tender currency when he arrived at his destination, then knowing that the pretenses were false, and by means thereof did wrongfully obtain from Ms. <u>LD</u> services, of a value less than \$500.00, to wit: transportation in the taxi cab she was driving, and that said conduct was of a nature to bring discredit upon the armed forces.	G	G
(SEE CONTINUATION PAGE)					

CORRECTED COPY

Continuation Sheet, DD Form 2707-1

3. SUMMARY OF OFFENSES, PLEAS AND FINDINGS continued					
a. CHARGE/ SPECIFICATION	b. UCMJ ARTICLE(S)	c. DIBRS CODE	d. BRIEF DESCRIPTION OF OFFENSE	e. PLEA	f. FINDING
Specification 2		<u>134-L1</u>	In that Private (E-2) Dakota L. Campbell, U.S. Army, did, at or near Fort Hood, Texas, on or about 18 November 2013, with intent to defraud, falsely pretend to AT&T that he had authorization to pay for a telephone bill using a Plumas Bank Visa bank card with the last four digits #4767, then knowing that the pretenses were false, and by means thereof did wrongfully obtain from AT&T services, of a value of less than \$500.00, to wit: telephone services, and that said conduct was to the prejudice of good order and discipline in the armed forces.	G	G

- CORRECTED COPY -

DEPARTMENT OF DEFENSE REPORT OF RESULT OF TRIAL				DATE OF TRIAL (YYYYMMDD) 20130312	
TO: (Convening Authority) Commander, 1st Cavalry Division, Fort Hood, Texas 76544					
1. NOTIFICATION UNDER R.C.M. 1101 IS HEREBY GIVEN IN THE CASE OF THE UNITED STATES VERSUS:					
a. NAME (Last, First, Middle Initial) Way, Tania, M		b. BRANCH OF SERVICE U.S. Army	c. RANK/GRADE PVT/E-1	d. DoD ID/SSN (Last 4) (b) (6)	
e. ORGANIZATION (Full address) E. Co., 2-227th GSAB, IACB, 1CD, Fort Hood, Texas 76544		2.a. TYPE OF COURT-MARTIAL (X one per row) <input type="checkbox"/> GENERAL <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> OFF PANEL <input type="checkbox"/> ENL PANEL		<input type="checkbox"/> SUMMARY <input checked="" type="checkbox"/> JUDGE ALONE	
b. CONVENED BY: COURT MARTIAL ORDER NUMBER(S) CMCO #5		c. ISSUING COMMAND Headquarters, 1st Cavalry Division		d. DATE (YYYYMMDD) 20140213	
3. SUMMARY OF OFFENSES, PLEAS AND FINDINGS					
a. CHARGE/ SPECIFICATION NO(S).	b. UCMJ ARTICLE(S)	c. DIBRS CODE	d. BRIEF DESCRIPTION OF OFFENSE	e. PLEA	f. FINDING
Charge I/ The Specification	Article 107	107-B-	In that Private (E-1) Tania M. Way, U.S. Army, did, at or near Fort Hood, Texas, on or about 20 May 2013, with intent to deceive, make to First Lieutenant (O-2) CG, an official statement, to wit: "I've never used OZ's card without permission," which statement was false, in that Private (E-1) Tania M. Way previously used the account number listed on the card to make purchases without OZ's permission, and was then known by the said Private (E-1) Tania M. Way to be false.	G	G
Charge II/Specification 1	Article 121	121-B1	In that Private (E-1) Tania M. Way, U.S. Army, did, at or near Fort Hood, Texas, on divers occasions between on or about 11 April 2013 and on or about 1 July 2013, steal food, of a value less than \$500.00, the property of Pizza Now and Pizza Hut.	G*	G*
Charge II/Specification 2	Article 121	121-B1	In that Private (E-1) Tania M. Way, U.S. Army, did, at or near Fort Hood, Texas, on divers occasions between on or about 1 June 2013 and on or about 1 July 2013, steal Money, of a value less than \$500.00, the property of Western Union, and Crescent Credit Union and Private First Class (E-3) TC, U.S. Army.	G	G
(SEE CONTINUATION PAGE)					
4.a. DATE ADJUDGED (YYYYMMDD) 20140312			b. DATE OF ANY FORFEITURES OR REDUCTIONS (YYYYMMDD) 20140326		
5. SENTENCE Forfeiture of \$750.00 pay per month for one month, Confinement for 1 (one) month, and a Bad Conduct Discharge.					
6.a. CONTENTS OF PRE-TRIAL AGREEMENT CONCERNING SENTENCE TO CONFINEMENT (If any) Disapprove any confinement in excess of two (2) months. If repayment of \$100.00 to SPC AA and \$798.74 to PFC TC is not completed, disapprove any confinement in excess of four (4) months.					
b. DAYS OF PRE-TRIAL CREDIT 0		c. DAYS OF OTHER JUDGE ORDERED CREDIT 0		d. TOTAL PRESENTENCE CREDIT TOWARD POST-TRIAL CONFINEMENT 0	
7. DNA PROCESSING: IAW 10 U.S.C. § 1565			<input checked="" type="checkbox"/> IS	IS NOT REQUIRED.	
8. SEX OFFENDER REGISTRATION: IAW 42 U.S.C. § 14071			IS	<input checked="" type="checkbox"/> IS NOT REQUIRED.	
9. COMPANION ACCUSED/CO-ACCUSED (Name(s) and Social Security Number(s) (If any)) None.					
10. DISTRIBUTION (Copy provided to named Agencies/Unit(s)) TC/DC/CF/Finance					
TC (b) (6)		DC (b) (6)		MJ (b) (6)	
ATC (b) (6)		AD (b) (6)		RP (b) (6)	
11. SIGNED BY (X one)		<input checked="" type="checkbox"/> TRIAL COUNSEL		SUMMARY COURT-MARTIAL OFFICER	
a. NAME (Last, First, Middle Initial) (b) (6)		b. RANK/GRADE CPT/O-3		c. BRANCH OF SERVICE U.S. Army	
d. SIGNATURE (b) (6)				e. DATE SIGNED (YYYYMMDD) 20140312 20140312	

3. SUMMARY OF OFFENSES, PLEAS AND FINDINGS continued					
a. CHARGE/ SPECIFICATION	b. UCMJ ARTICLE(S)	c. DIBRS CODE	d. BRIEF DESCRIPTION OF OFFENSE	e. PLEA	f. FINDING
Charge II/Specification 3	Article 121	121-B1	In that Private (E-1) Tania M. Way, U.S. Army, did, at or near Fort Hood, Texas, between on or about 1 August 2013 and on or about 1 September 2013, steal a Sony Vaio laptop computer, of a value less than \$500.00, the property of Specialist (E-4) AA.	G**	G**
Charge III/ The Specification	Article 134	134-L1	In that Private (E-1) Tania M. Way, U.S. Army, did, at or near Fort Hood, Texas, between on or about 1 June 2013 and on or about 1 July 2013, with intent to defraud, falsely pretend to AT&T that she had authorization to pay for her telephone bill using a bank card linked to Crescent Credit Union account number with the last four #3737, then knowing that the pretenses were false, and by means thereof did wrongfully obtain from AT&T services, of a value less than \$500.00, to wit: telephone services and that said conduct was to the prejudice of good order and discipline in the armed forces.	G	G

G*- Guilty, except the words "Pizza Now and", of the excepted words, Not Guilty.

G** Guilty, except the word "steal", substituting therefor the words "wrongfully appropriate", of the excepted word, Not Guilty, of the substituted words, Guilty.

DEPARTMENT OF THE ARMY REPORT OF RESULT OF TRIAL

For use of this form see AR 27-10; the proponent agency is OTJAG

TO: Commander
 Headquarters, 82nd Airborne Division
 Fort Bragg, North Carolina, 28310

1. Notification under R.C.M. 1101 and AR 27-10, paragraph 5-30 is hereby given in the case of the United States v. Staff Sergeant Trevor L. Sands, (b) (6) Headquarters and Headquarters Company, 1-508th Parachute Infantry Regiment, 4th Brigade Combat Team, 82d Airborne Division, Fort Bragg, North Carolina 28310.

2. Trial by General court-martial on 22 January, 7 February, 20 May, and 4-6 November 2013, at Fort Bragg, North Carolina, convened by: CMCO Number 7, Headquarters, 82nd Airborne Division, dated 1 November 2012.

3. Summary of offenses, pleas, and findings:

CH	ART UCMJ	SPEC	BRIEF DESCRIPTION OF OFFENSE(S)	PLEA	FINDING
THE	86	THE	On or about 27 August 2009, without authority absent himself from his unit, to wit: C Company, 1st Battalion of the 508th Parachute Infantry Regiment, 4th Brigade Combat Team, 82nd Airborne Division, located at Fort Bragg, North Carolina, and did remain so absent until on or about 31 July 2012.	NG	D-1
ADD'L I	121	THE	At or near Fort Bragg, North Carolina, between on or about 28 August 2009 and on or about 1 April 2012, steal U.S. currency, military property, of a value of approximately \$119,878.56, the property of the United States Government.	NG	G-2

(END OF CHARGES)

1-After pleas but before findings, the military judge dismissed The Charge and its Specification pursuant to a defense R.C.M. 917 Motion.

2-Guilty, except the words, "at Fort Bragg, North Carolina", substituting therefore the words, "at or near Missoula, Montana". Of the excepted words: Not Guilty

4. SENTENCE: To be reduced to the grade of E1, to pay the United States a fine of \$11,900, and to serve confinement of 1 year if the fine is not paid, and to be discharged from the service with a bad-conduct discharge.

5. Date sentence adjudged and effective date of any forfeiture or reduction in grade: (YYYYMMDD) 20131106 and 20131120. (See UCMJ Articles 57-58b and R.C.M. 1101.)

6. Contents of pretrial agreement concerning sentence, if any: N/A.

7. Number of days of presentence confinement, if any: None.

8. Number of days of judge-ordered administrative credit for presentence confinement or restriction found tantamount to confinement, if any: None.

9. Total presentence confinement credit toward post-trial confinement: None.

10. Name(s) and SSN(s) of companion accused or co-accused, if any: None.

11. DNA Processing is is not required.

12. Conviction(s) does does not require sex offender registration.

CF: 1- Unit Cdr, 1-Criminal Law Division, 1-SJA, 1-TC (CPT Kirk Otto and CPT Michael Petrusic) 1-DC (Mr. Philip Cave and CPT Stephanie Nestor) 1-Finance

TYPED NAME (b) (6)	SIGNATURE (b) (6)
RANK CPT	BRANCH OF SERVICE JA

DNA processing required. 10 U.S.C. Section 1565.

DEPARTMENT OF THE ARMY
Headquarters, Fort Drum
Fort Drum, New York 13602-5000

GENERAL COURT-MARTIAL ORDER
NUMBER 18

1 October 2013

Private (E2) Joshua K. Bass, (b) (6) U.S. Army, C Company, 1st Battalion, 87th Infantry Regiment (Rear) (Provisional), 1st Brigade Combat Team, 10th Mountain Division (Light Infantry), Fort Drum, New York, was arraigned at Fort Drum, New York, on the following offenses at a general court-martial convened by Commander, Fort Drum.

Charge I: Article 128, UCMJ. Plea: Not Guilty. Finding: Dismissed.

Specification 1: At or near Fort Drum, New York, on or about 31 May 2012, unlawfully squeeze and strike Mrs. C.A.B. on the body and throat with his hands. Plea: Not Guilty. Finding: Dismissed.

Specification 2: At or near Fort Drum, New York, on or about 31 May 2012, unlawfully strike Mrs. C.M.B. in the chest with a cellular phone. Plea: Not Guilty. Finding: Dismissed.

Specification 3: At or near Fort Drum, New York, on or about 31 May 2012, unlawfully squeeze T.B., a child under the age of 16 years, on the throat with his hands. Plea: Not Guilty. Finding: Dismissed.

Specification 4: At or near Fort Drum, New York, on or about 31 May 2012, unlawfully squeeze J.B., a child under the age of 16 years, on the throat with his hands. Plea: Not Guilty. Finding: Dismissed.

Charge II: Article 134, UCMJ. Plea: Guilty. Finding: Guilty.

Specification 1: At or near Fort Drum New York, on or about 31 May 2012, wrongfully communicate to Mrs. C.M.B. a threat to kill her by saying "I'm going to kill you," or words to that effect, such conduct being of a nature to bring discredit upon the armed forces. Plea: Guilty. Finding: Guilty.

GCMO No. 18, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 1 Oct 2013 (continued)

Specification 2: At or near Fort Drum, New York, on or about 4 June 2012, wrongfully communicate to Mrs. C.M.B. a threat to kill her by saying "I'm going to kill you," or words to that effect, such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Guilty. Finding: Guilty.

Specification 3: A married man, did, at or near Fort Drum, New York, between on or about 1 February 2012 and on or about 30 March 2012, wrongfully have sexual intercourse with Mrs. K.M., a woman not his wife, such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Guilty. Finding: Guilty.

Specification 4: At or near Fort Drum, New York, on or about 31 May 2012, had a duty for the care of J.B., a child under the age of 16 years and did endanger the mental health of said J.B., by physically strangling and striking her mother, Mrs. C.B., in the presence of the said J.B., and that such conduct constituted culpable negligence, such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Not Guilty. Finding: Dismissed.

Specification 5: At or near Fort Drum, New York, on or about 31 May 2012, had a duty for the care of T.B., a child under the age of 16 years and did endanger the mental health of said T.B., by physically strangling and striking his mother, Mrs. C.B., in the presence of the said T.B., and that such conduct constituted culpable negligence, such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Not Guilty. Finding: Dismissed.

Charge III: Article 86, UCMJ. Plea: Guilty. Finding: Guilty.

The Specification: On or about 24 June 2012, without authority, absent himself from his unit, to wit: C Company, 1st Battalion, 87th Infantry Regiment, 1st Brigade Combat Team, 10th Mountain Division (Light Infantry), located at Fort Drum, New York, and did remain so absent until on or about 25 November 2012. Plea: Guilty. Finding: Guilty.

SENTENCE

The sentence was adjudged on 7 June 2013. The accused was sentenced to be reduced to the rank of E1, to be confined for four (4) months, and to be discharged from the service with a bad-conduct discharge.

ACTION

In the General Court-Martial case of Joshua K. Bass, (b) (6) U.S. Army, C Company, 1st Battalion, 87th Infantry Regiment, 1st Brigade Combat Team (Rear) (Provisional), 10th Mountain Division (Light Infantry), Fort Drum, New York, only so much of the sentence extending to reduction to E1, confinement for 120 days, and a bad-conduct discharge is approved and, except for that portion of the sentence pertaining to a bad-conduct discharge will be executed. Automatic forfeitures of all pay and allowances was waived effective 21 June 2013 for the lesser of six (6) months, the duration of confinement, or expiration of terms of service, whichever occurs first, with the direction that the funds be paid for the care and benefit of the accused's family members in care of his wife, Mrs. (b) (6)

BY COMMAND OF MAJOR GENERAL TOWNSEND:

(b) (6)

MAJ, JA
Chief, Military Justice

GCMO No. 18, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 1 Oct 2013 (continued)

DISTRIBUTION:

- 1 - PV2 (b) (6)
- 1 - LTC
- 1 - CPT
- 1 - CPT
- 1 - Cdr, C Co, 1st BN, 87th INF (R)(P), 1st BCT, Fort Drum, NY 13602
- 1 - Cdr, 1st BN, 87th INF (R)(P), 1st BCT, Fort Drum, NY 13602
- 1 - Cdr, 1st BCT, Fort Drum, NY 13602
- 1 - Cdr, 10th SSB, ATTN: Finance/Enlisted Records, Fort Drum, NY 13602
- 1 - Cdr, 62d MP DET (CID), 10th MTN DIV (LI), Fort Drum, NY 13602
- 1 - Cdr, Ft Sill RCF, 4071 NW Randolph Rd, Ft Sill, OK 73503
- 1 - Cdr, JRFCF, 830 Sabalu Road, Ft Leavenworth, KS 66027
- 1 - Commander, U.S. Army Resources Cmd, ATTN: Army Soldier Records Branch (AHRC-PDR-R), 1600 Spearhead Div Ave, Dept 420, Ft Knox, KY 40121
- 1 - HQ, USA CID Command, ATTN: CIOP-ZC, 27130 Telegraph Rd, Russell-Knox Building, Quantico, VA 22134-2253
- 1 - HQ, DA, Office of the Provost Marshal General, ATTN: MP Division Operations, 2800 Army Pentagon, Washington, DC 20310-2800
- 1 - U.S. Army Criminal Investigation Lab, Fort Gillem, ATTN: CODIS Lab, 4930 North 31st Street, Forest Park, GA 30297-5122
- 10 - Clerk of Court, 9275 Gunston Road, Fort Belvoir, VA 22060
- 1 - Record Set
- 1 - Reference Set

DNA processing required. 10 U.S.C. Section 1565.

DEPARTMENT OF THE ARMY
Headquarters, Fort Drum
Fort Drum, New York 13602-5000

GENERAL COURT-MARTIAL ORDER
NUMBER 21

29 October 2013

Sergeant Lowell L. Blackwell, (b) (6), U.S. Army, Headquarters and Headquarters Company, 2-10th Aviation (Task Force Knighthawk), 10th Combat Aviation Brigade, 10th Mountain Division (Light Infantry), Fort Drum, New York, was arraigned at Fort Drum, New York, on the following offenses at a general court-martial convened by Commander, Fort Drum.

Charge I: Article 120, UCMJ. Plea: Not Guilty. Finding: Dismissed

Specification 1: At or near Fort Drum, New York, between on or about 15 May 2012 and on or about 27 June 2012, on diverse occasions engage in sexual acts with Mrs. C.B., to wit: Penetrating her vulva with his penis and his fingers, doing so while the said Mrs. B. was substantially incapacitated. Plea: Not Guilty. Finding: Dismissed.

Specification 2: At or near Fort Drum, New York, between on or about 28 June 2012 and on or about 13 August 2012, on divers occasions, commit sexual acts upon Mrs. C.B., to wit: penetrating her vulva with his penis and his fingers, when the said Staff Sergeant Blackwell reasonably should have known that the said Mrs. B. was asleep. Plea: Not Guilty. Finding: Dismissed.

Specification 3: At or near Fort Drum, New York, between on or about 15 May 2012 and on or about 27 June 2012, on divers occasions, cause Mrs. C.B. to engage in sexual acts with him to wit: penetrating her vulva with his penis, by placing the said Mrs. B. in fear that he would inflict additional bodily harm upon her. Plea: Not Guilty. Finding: Dismissed.

Specification 4: At or near Fort Drum, New York, between on or about 28 June 2012 and on or about 13 August 2012, on divers occasions, commit sexual acts upon Mrs. C.B., to wit: penetrating her vulva with his penis, by placing her in fear that he would inflict additional bodily harm upon her. Plea: Not Guilty. Finding: Dismissed.

Specification 5: At or near Fort Drum, New York, between on or about 15 May 2012 and on or about 27 June 2012 cause Ms. C.B. to engage in sexual contact, to wit: placing the said Ms. B.'s hand on his penis, and doing so when the said Mrs. B. was substantially incapacitated. Plea: Not Guilty. Finding: Dismissed.

GCMO No. 21, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 29 Oct 2013 (continued)

Specification 6: At or near Fort Drum, New York, between on or about 28 June 2012 and on or about 13 August 2012, cause sexual contact upon Ms. C.B., to wit: by placing the said Ms. B.'s hand on his penis when the said Staff Sergeant Blackwell reasonably should have known that the said Mrs. B. was asleep. Plea: Not Guilty. Finding: Dismissed.

Specification 7: At or near Fort Drum, New York, on or about 7 August 2012, cause Mrs. C.B. to commit sexual acts with Private First Class S.A.P., to wit: sexual intercourse, by placing the said Mrs. B. in fear that the said Staff Sergeant Blackwell would inflict additional bodily harm upon her. Plea: Not Guilty. Finding: Dismissed.

Specification 8: At or near Fort Drum, New York, between on or about 1 June 2011 and on or about 31 October 2011, on divers occasions wrongfully commit indecent conduct, to wit: while driving his vehicle with Ms. C.B. as passenger, expose the said Ms. B.'s breasts to occupants of passing vehicles by lifting her shirt with his hand. Plea: Not Guilty. Finding: Dismissed.

Charge II: Article 128, UCMJ. Plea: Guilty. Finding: Guilty.

Specification 1: At or near Fort Drum, New York, on or about 10 March 2010, unlawfully grab and squeeze the wrist of Mrs. C.B. with his hands while pinning her arm to her side. Plea: Guilty. Finding: Guilty.

Specification 2: At or near Watertown, New York, on or about 15 May 2010, unlawfully grab the arms of Mrs. C.B. with his hands and shove the said Mrs. B. against a wall. Plea: Guilty. Finding: Guilty.

Specification 3: At or near Alexandria Bay, New York, on or about 16 June 2012, unlawfully grab and squeeze the wrists of Mrs. C.B. with his hands and pull the said Mrs. B. across a street. Plea: Guilty. Finding: Guilty.

Specification 4: At or near Syracuse, New York, on or about 4 August 2012, did unlawfully grab the wrists of Mrs. C.B. with his hands and pull the said Mrs. B. into a chair. Plea: Guilty. Finding: Guilty.

Specification 5: At or near Syracuse, New York, on or about 4 August 2012, did unlawfully cause Mrs. C.B. to consume an herbal supplement, to wit: "Steel Libido for Women" by placing her in fear that he would inflict additional bodily harm upon her. Plea: Not Guilty. Finding: Dismissed.

GCMO No. 21, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 29 Oct 2013 (continued)

Specification 6: At or near Fort Drum, New York, on or about 13 August 2012, unlawfully grab the arms of Mrs. C.B. with his hands, spit in the face of said Mrs. B., blow smoke in the face of the said Mrs. B., push a chair into the legs of the said Mrs. B. and shove the said Mrs. B. into a wall. Plea: Guilty. Finding: Guilty.

Specification 7: At or near Fort Drum, New York, on or about 13 August 2012, unlawfully grab and squeeze the waist of Mrs. C.B. with his hands and arms. Plea: Guilty. Finding: Guilty.

Charge III: Article 134, UCMJ. Plea: Guilty. Finding: Guilty.

Specification 1: At or near Watertown, New York, on or about 15 May 2010, wrongfully communicate to Mrs. C.B., a threat to injure her, to wit: by stating "If you don't stop this bullshit, I am going to throw you out of the fucking window," or words to that effect, such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Guilty. Finding: Guilty.

Specification 2: At or near Fort Drum, New York, on or about 13 August 2012, wrongfully communicate to Mrs. C.B., a threat to injure her, to wit: by stating "I will knock you the fuck out if you touch me again," or words to that effect, such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Guilty. Finding: Guilty.

Specification 3: At or near Buffalo, New York, on or about 3 July 2012, wrongfully expose the said Mrs. B.'s breasts to occupants of passing vehicles by lifting her shirt with his hands, such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Not Guilty. Finding: Dismissed.

Specification 4: At or near Fort Drum, New York, on or about 30 July 2012, wrongfully solicit Specialist J.S.C. to commit the offense of Adultery, to wit: by contacting the said Specialist C. through Craigslist and arranging for the said Specialist C. to engage in sexual intercourse with Mrs. C.B., the spouse of the said Staff Sergeant B., such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Guilty. Finding: Guilty.

GCMO No. 21, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 29 Oct 2013 (continued)

Specification 5: At or near Fort Drum, New York, on or about 7 August 2012, wrongfully solicit Private First Class S.A.P. to commit the offense of Adultery, to wit: by contacting the said Private First Class P. through Craigslist and arranging for the said Private First Class P. to engage in sexual intercourse with C.B., the spouse of the said Staff Sergeant Blackwell, such conduct being to the prejudice of good order and discipline in the armed forces and of a nature to bring discredit upon the armed forces. Plea: Guilty. Finding: Guilty.

SENTENCE

The sentence was adjudged on 5 June 2013. The accused was sentenced to be reduced to the rank of E1; to be confined for 10 months; and to be discharged from the service with a bad-conduct discharge.

ACTION

In the General Court-Martial case of Sergeant Lowell L. Blackwell, (b) (6) U.S. Army, Headquarters, Headquarters Company, 2-10th Aviation (Taskforce Blackhawk), 10th Combat Aviation Brigade, 10th Mountain Division (Light Infantry), Fort Drum, New York, the sentence is approved and, except for that portion of the sentence pertaining to a bad-conduct discharge, will be executed. Adjudged and automatic forfeitures were deferred until action effective 19 June 2013 and deferment is terminated on this date. The accused will be credited with 150 days of confinement against the sentence to confinement.

BY COMMAND OF MAJOR GENERAL TOWNSEND:

(b) (6)

MAJ, JA
Chief, Military Justice

GCMO No. 21, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 29 Oct 2013 (continued)

DISTRIBUTION:

- 1 - SGT (b) (6)
- 1 - LTC
- 1 - CPT
- 1 - CPT
- 1 - Cdr, HHC, 2-10 AVN, 10th CAB, Fort Drum, NY 13602
- 1 - Cdr, 2-10 AVN, 10th CAB, Fort Drum, NY 13602
- 1 - Cdr, 10th CAB, Fort Drum, NY 13602
- 1 - Cdr, 10th SSB, ATTN: Finance/Enlisted Records, Fort Drum, NY 13602
- 1 - Cdr, 62d MP DET (CID), 10th MTN DIV (LI), Fort Drum, NY 13602
- 1 - Cdr, Ft Sill RCF, 4071 NW Randolph Rd, Ft Sill, OK 73503
- 1 - Cdr, JRCF, 830 Sabalu Road, Ft Leavenworth, KS 66027
- 1 - Commander, U.S. Army Resources Cmd, ATTN: Army Soldier Records Branch (AHRC-PDR-R), 1600 Spearhead Div Ave, Dept 420, Ft Knox, KY 40121
- 1 - HQ, USA CID Command, ATTN: CIOP-ZC, 27130 Telegraph Rd, Russell-Knox Building, Quantico, VA 22134-2253
- 1 - HQ, DA, Office of the Provost Marshal General, ATTN: MP Division Operations, 2800 Army Pentagon, Washington, DC 20310-2800
- 1 - Army Corrections Command, 150 Army Pentagon, Washington, DC 20310-0150
- 1 - U.S. Army Criminal Investigation Lab, Fort Gillem, ATTN: CODIS Lab, 4930 North 31st Street, Forest Park, GA 30297-5122
- 10 - Clerk of Court, 9275 Gunston Road, Fort Belvoir, VA 22060
- 1 - Record Set
- 1 - Reference Set

DNA processing required. 10 U.S.C. Section 1565.

DEPARTMENT OF THE ARMY
Headquarters, Fort Drum
Fort Drum, New York 13602-5000

GENERAL COURT-MARTIAL ORDER
NUMBER 19

8 October 2013

Staff Sergeant Kevin J. Williams, (b) (6) U.S. Army, Headquarters and Headquarters Company, 2d Brigade Combat Team, 10th Mountain Division (Light Infantry), Fort Drum, New York, was arraigned at Fort Drum, New York, on the following offenses at a general court-martial convened by Commander, Fort Drum.

Charge I: Article 120, UCMJ. Plea: Not Guilty, but Guilty of a violation of Article 128, UCMJ. Finding: Guilty.

Specification 1: At or near Fort Drum, New York, on or about 27 March 2012 wrongfully engage in sexual contact, to wit: grabbing the buttocks of Private First Class (E-3) E.Z. with his hand, and such sexual contact was without the permission of said Private First Class (E-3) Z. Plea: Not Guilty, but Guilty to the offense of Article 128, UCMJ, to the specification that follows: In that Staff Sergeant (E-6) Kevin J. Williams, U.S. Army, did, at or near Fort Drum, New York, on or about 27 March 2012, unlawfully touch Private First Class (E-3) K.Z. on her buttocks with his hand. Finding: Guilty as amended.

Specification 2: At or near Fort Drum, New York, on or about 27 March 2012 wrongfully engage in sexual contact, to wit: grabbing the breast of Private First Class (E-3) K.Z. with his hand, and such sexual conduct was without the permission of said Private First Class (E-3) Z. Plea: Not Guilty. Finding: Dismissed.

Specification 3: At or near Fort Drum, New York, on or about 9 July 2012, commit sexual contact upon Private (E-1) L.H.T., to wit: kissing her neck by causing bodily harm to her, to wit: pushing her body against a wall with his hands. Plea: Not Guilty, but Guilty to the offense of Article 128, UCMJ, to the specification that follows: In that Staff Sergeant (E-6) Kevin J. Williams, U.S. Army, did, at or near Fort Drum, New York, on or about 9 July 2012, unlawfully touch Private (E-1) L.T., by pushing her body against a wall with his hands and kissing her neck. Finding: Guilty as amended.

GCMO No. 19, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 8 Oct 2013 (continued)

Specification 4: At or near Fort Drum, New York, on or about 9 July 2012, commit a sexual act upon Private (E-1) L.H.T., to wit: penetrating her vulva with his penis, by unlawful force, to wit: pushing her down on a bed with his hands, holding her hands down on the bed above her head with his hand, and unbuckling her belt and pulling down her pants with his other hand, such physical strength being sufficient to overcome or restrain the said Private (E-1) T. Plea: Not Guilty. Finding: Dismissed.

Specification 5: At or near Fort Drum, New York, on or about 11 July 2012, commit sexual contact upon Private (E-1) L.H.T., to wit: fondling her bare breasts with his hands, by causing bodily harm, to wit: pushing away her hands with his hands and lifting up her shirt with his hands. Plea: Not Guilty, but Guilty to the offense of Article 128, UCMJ, to the specification that follows: In that Staff Sergeant (E-6) Kevin J. Williams, U.S. Army, did, at or near Fort Drum, New York, on or about 11 July 2012, unlawfully touch Private (E-1) L.T. on her hands with his hands, by lifting up her shirt with his hands and touching her breasts with his hands. Finding: Guilty as amended.

Specification 6: At or near Fort Drum, New York, on or about 12 July 2012, commit a sexual act upon Private (E-1) L.H.T., to wit: penetrating her vulva with his penis, by unlawful force, to wit: wrapping his arms around her chest and removing her pants with his hands. Plea: Not Guilty. Finding: Dismissed.

Charge II: Article 93, UCMJ. Plea: Guilty. Finding: Guilty.

Specification 1: At or near Fort Drum, New York, on or about 9 July 2012, did maltreat Private (E-1) L.H.T., a person subject to his orders, by stating to her, "I wonder what you look like with your uniform off," or words to that effect. Plea: Guilty. Finding: Guilty.

Specification 2: At or near Fort Drum, New York, on or about 11 July 2012, did maltreat Private (E-1) L.H.T., a person subject to his orders, by ordering her to her room where SSG (E-6) Williams intended to consummate sexual contact with Private (E-1) T. Plea: Guilty. Finding: Guilty.

Specification 3: At or near Fort Drum, New York, on or about 27 March 2012, did maltreat Private First Class (E-3) K.Z., a person subject to his orders, by making deliberate sexually offensive comments, to wit: "I just want one night with you with no strings attached," or words to that effect. Plea: Guilty. Finding: Guilty.

GCMO No. 19, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 8 Oct 2013 (continued)

Charge III: Article 92, UCMJ. Plea: Guilty. Finding: Guilty.

Specification 1: At or near Fort Drum, New York, on or about 27 March 2012, violate a lawful general regulation, to wit: Army Regulation 600-20, Army Command Policy, paragraph 4-14(b), dated 18 March 2008, by wrongfully engaging in a prohibited relationship with Private First Class (PFC) K.Z., to wit: grabbing her buttocks and breasts without her permission. Plea: Not Guilty. Finding: Dismissed.

Specification 2: At or near Fort Drum, New York, between on or about 9 July 2012 and on or about 12 July 2012, violate a lawful general regulation, to wit: Army Regulation 600-20, Army Command Policy, paragraph 4-14(b), dated 18 March 2008, by wrongfully engaging in a prohibited relationship with Private (E-1) L.H.T., to wit: kissing her, rubbing her breasts and penetrating her vulva with his penis. Plea: Guilty. Finding: Guilty.

Charge IV: Article 134, UCMJ. Plea: Guilty. Finding: Guilty.

Specification 1: At or near Fort Drum, New York, on or about 12 July 2012 wrongfully communicate to Private (E-1) L.H.T. a threat, to wit: "you remind me of a female I dated before basic training....she was real sweet....she started seeing a guy....I came home from basic training and she went missing....the guy she was seeing came forward and said he chopped her up into little pieces and buried her," or words to that effect, such conduct being prejudicial to good order and discipline in the armed forces and was of a nature to bring discredit upon the armed forces. Plea: Not Guilty. Finding: Dismissed.

Specification 2: A married man, did, at or near Fort Drum, New York, between on or about 9 July 2012 and between on or about 12 July 2012, wrongfully have sexual intercourse with Private (E-1) L.H.T., a woman not his wife, such conduct being prejudicial to good order and discipline in the armed forces and was of a nature to bring discredit upon the armed forces. Plea: Guilty. Finding: Guilty.

Additional Charge I: Article 83, UCMJ. Plea: Not Guilty. Finding: Dismissed.

~~The Specification: At or near Heidelberg, Germany, on or about 30 July 2008, by means of deliberate concealment of the fact that the same Staff Sergeant (E-6) Kevin J. Williams had been convicted of one felony, procure himself to be reenlisted as a Staff Sergeant (E-6) in the U.S. Army, and did thereafter, at or near Fort Drum, New York, receive pay and allowances under the enlistment so procured. Plea: Not Guilty. Finding: Dismissed.~~

GCMO No. 19, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 8 Oct 2013 (continued)

Additional Charge II: Article 107, UCMJ. Plea: Guilty. Finding: Guilty.

The Specification: At or near Heidelberg, Germany, on or about 29 July 2008, with intent to deceive, make an official statement, to wit: "No, I have not ever been charged with or convicted of any felony offense," or words to that effect, in a security clearance application, which statement was totally false, and was then known by the said Staff Sergeant Williams to be so false. Plea: Guilty. Finding: Guilty.

Additional Charge III: Article 128, UCMJ. Plea: Guilty. Finding: Guilty.

The Specification: At or near Fort Drum, New York, on or about 15 March 2012, unlawfully kiss Private (E-2) C.N.R. on her mouth with his lips. Plea: Guilty. Finding: Guilty.

Additional Charge IV: Article 93, UCMJ. Plea: Guilty. Finding: Guilty.

The Specification: At or near Fort Drum, New York, on or about 15 March 2012, did maltreat Private (E-2) C.N.R., a person subject to his orders, by appearing in her barracks room, telling her that he was there to conduct a room inspection, obtaining her keys, walking towards her, backing her into the corner of her barracks room, kissing her on the mouth with his lips, and stating to her "now that I have your room key. . . when can we have a night together," or words to that effect. Plea: Guilty. Finding: Guilty.

SENTENCE

The sentence was adjudged on 14 May 2013. The accused was sentenced to be reduced to the rank of E1; to be confined for 12 months; and to be discharged from the service with a Bad-Conduct Discharge.

GCMO No. 19, DA, HQ, Fort Drum, Fort Drum, New York 13602-5000, dated 8 Oct 2013 (continued)

ACTION

In the General Court-Martial case of Staff Sergeant Kevin J. Williams, (b) (6) U.S. Army, Headquarters and Headquarters Company, 2d Brigade Combat Team, (Rear) (Provisional), 10th Mountain Division (Light Infantry), Fort Drum, New York, the sentence is approved and, except for that portion of the sentence pertaining to a bad-conduct discharge, will be executed. Automatic and adjudged forfeitures were deferred effective 28 May 2013 and deferment is terminated on this date.

BY COMMAND OF MAJOR GENERAL TOWNSEND:

(b) (6)

MAJ, JA
Chief, Military Justice

DISTRIBUTION:

- 1 - SSG (b) (6)
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- 1 - Cdr, HHC, 2d BCT, Fort Drum, NY 13602
- 1 - Cdr, 2d BCT, Fort Drum, NY 13602
- 1 - Cdr, 10th SSB, ATTN: Finance/Enlisted Records, Fort Drum, NY 13602
- 1 - Cdr, 62d MP DET (CID), 10th MTN DIV (LI), Fort Drum, NY 13602
- 1 - Cdr, Ft Sill RCF, 4071 NW Randolph Rd, Ft Sill, OK 73503
- 1 - Cdr, JRFCF, 830 Sabalu Road, Ft Leavenworth, KS 66027
- 1 - Commander, U.S. Army Resources Cmd, ATTN: Army Soldier Records Branch (AHRC-PDR-R), 1600 Spearhead Div Ave, Dept 420, Ft Knox, KY 40121
- 1 - HQ, USA CID Command, ATTN: CIOP-ZC, 27130 Telegraph Rd, Russell-Knox Building, Quantico, VA 22134-2253
- 1 - HQ, DA, Office of the Provost Marshal General, ATTN: MP Division Operations, 2800 Army Pentagon, Washington, DC 20310-2800
- 1 - U.S. Army Criminal Investigation Lab, Fort Gillem, ATTN: CODIS Lab, 4930 North 31st Street, Forest Park, GA 30297-5122
- 10 - Clerk of Court, 9275 Gunston Road, Fort Belvoir, VA 22060
- 1 - Record Set
- 1 - Reference Set